

AMENDED AND RESTATED GROUND LEASE
AND MANAGEMENT AGREEMENT

This Amended and Restated Ground and Management Agreement ("Restated Ground Lease") is made and entered into this 6th day of February, 2012, by and between the Yosemite Community College District, a California community college district ("Landlord"), and Francis J. Pogacar and Angela C. Pogacar, Trustees, Francis J. Pogacar Family Revocable Trust, udt dated May 16, 2003 ("Tenant"), with reference to the following:

A. On or about August 17, 1984, Landlord, which owns and operates Columbia College, a community college located in Sonoma, CA, and Residence Equity Company, a partnership, predecessor-in-interest to Tenant ("Residence Equity"), entered into that certain Agreement, which provided for the construction of residential student housing on the real property located in Tuolumne County, California more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Leased Premises"). The Agreement, as amended by that certain Amendment to Agreement dated October 29, 1985, and executed by and between Landlord and Residence Equity, is referred to herein as the "Construction Agreement".

B. Concurrently with execution of the Construction Agreement, on or about August 17, 1984, Landlord and Residence Equity entered into that certain Ground Lease ("Ground Lease"), recorded October 31, 1985, as Document No. 13021, Vol. 801, Page 252, Official Records of the Recorder of Tuolumne County, California ("Official Records"), under the terms of which Landlord leased to Residence Equity the Leased Premises, as a site for the residential student housing to be constructed under the terms of the Construction Agreement. The Ground Lease was amended by:

(i) that certain Amendment to Ground Lease dated October 29, 1985, by and between Landlord and Residence Equity, recorded October 29, 1985, as Document No. 13022, Official Records;

(ii) the Addendum to Ground Lease dated August 31, 1985, executed by and between Landlord and John Brondello Corporation, a California corporation ("Brondello"), successor-in-interest to Residence Equity and predecessor-in-interest to Tenant, recorded September 8, 1995, as Document No. 012462, Book 1352, Page 0361, Official Records;

(iii); the Assignment and Assumption Agreement executed on or about November 1, 2000, by and between Brondello and Angela and Francis J. Pogacar, recorded November 9, 2000, as Document No. 016867, Book 1709, Page 0578, Official Records, under the terms of which Brondello assigned its interest under the Ground Lease to Angela and Francis J. Pogacar;

(iv) the Lessor's Consent to Assignment and Estoppel Certificate, dated on or about November 7, 2000, executed by Landlord, Francis J. and Angela C. Pogacar and Brondello;

recorded November 14, 2000, as Document No. 017098, Book 1710, Page 0446, Official Records, under the terms of which Landlord consented to the assignment of Brondello's interest under the Ground Lease to Francis J. and Angela C. Pogacar;

(v) the Landlord's Consent, Subordination, Non-Disturbance and Estoppel, dated as of September 14, 2005, by and among the Francis J. Pogacar Family Revocable Trust, dated May 16, 2003, as Tenant, Landlord and LaSalle Bank National Association, its successors and assigns, recorded October 13, 2005, as Document No. 2005021872, Official Records; and

(vi) the Notice of Intent Not to Renew Ground Lease, dated for reference April 11, 2008, executed by Yosemite Community College District, and recorded April 28, 2008, as Document No. 2008005854, Official Records.

All of the foregoing are sometimes collectively referred to herein as the "Ground Lease Documents".

C. Subsequent to execution of the Construction Agreement and Ground Lease, the predecessors-in-interest to Tenant constructed on the Leased Premises residential student housing consisting of four residential buildings containing 48 apartment units, an administrative building, a laundry room and a security officer's apartment (collectively, "Facilities").

D. On or about August 18, 1995, Landlord and Brondello, successor-in-interest to Residence Equity and predecessor-in-interest to Tenant, entered into that certain Management Agreement ("Management Agreement"), which provided for the operation and maintenance of the Facilities and the Leased Premises pursuant to the Construction Agreement and the Ground Lease.

E. On or about August 21, 1995, Landlord and Brondello, successor-in-interest to Residence Equity and predecessor-in-interest to Tenant, entered into that certain Easement Agreement, recorded September 8, 1995, as Document No. 012463, Book 1352, Page 0364, Official Records ("Easement Agreement"), under the terms of which Landlord granted to Brondello, and its successors and assigns, certain easements for ingress, egress and access to and from the Leased Premises.

F. Landlord and Tenant desire to amend and restate the Ground Lease Documents and the Management Agreement, to clarify that the Construction Agreement has no further force and effect except as certain of its provisions may be incorporated in this Restated Ground Lease, and to clarify that the terms and provisions of the Easement Agreement shall, notwithstanding the execution of this Restated Ground Lease, remain in full force and effect.

NOW, THEREFORE, in light of the foregoing, the parties hereby amend and restate the Construction Agreement, the Ground Lease Documents and Management Agreement as follows:

1. Ground Lease.

a. Lease of Leased Premises. Landlord hereby leases to Tenant, its successors and assigns, the Leased Premises for the term set forth below.

b. Quiet Enjoyment. Landlord covenants that, upon payment by Tenant of the rent herein reserved and upon performance and observance by Tenant of all of the agreements, covenants and conditions herein contained on the part of Tenant to be performed and observed, Tenant shall peaceably hold and quietly enjoy the Leased Premises during the entire Term as against Landlord or anyone lawfully or equitably claiming by, through or under Landlord.

c. Use of Leased Premises. Tenant shall use the Leased Premises for the maintenance and operation of residential student housing primarily for the use of students attending Columbia College, in accordance with Section 6.f. The existing administrative building, laundry room and security officer's apartment are deemed to be appurtenant to the student housing and are permitted uses under this Section. Tenant shall not use or permit the Leased Premises, or any portion thereof, to be improved, developed, maintained, used or occupied for any other use or purpose whatsoever. Specifically, Tenant shall not use or permit the Leased Premises, or any portion thereof, to be improved, developed, maintained, used or occupied for any purpose that is in any way in violation of any law, ordinance or regulation of any federal, state, county or local governmental agency, body or entity.

d. Term. The term of the ground lease commenced on August 17, 1984, and shall terminate on August 17, 2024 ("Term"), unless sooner terminated as herein provided.

e. Easements. During the Term, Tenant shall have the easements set forth in the Easement Agreement, subject to the terms of the Easement Agreement and this Restated Ground Lease.

f. Termination.

(1) On expiration of the Term. This Restated Ground Lease shall terminate on expiration of the Term, which is August 17, 2024, unless sooner terminated as set forth herein.

(2) On earlier termination by default, surrender or abandonment. This Restated Ground Lease may terminate prior to expiration of the Term in the event of Landlord's or Tenant's default, as set forth in Sections 11.a and 11.b below, or in the event of Tenant's surrender or abandonment of the Leased Premises prior to expiration of the Term.

(3) Delivery of Leased Premises and Facilities; Condition. On expiration or earlier termination of the Term hereof, Tenant shall deliver the Leased Premises and Facilities to Landlord in a neat, clean condition, ordinary wear and tear excepted, and ownership of the Facilities, including all buildings and improvements placed or erected on the Leased Premises and all alterations, additions, improvements and fixtures made or placed on the

Leased Premises by Tenant, shall be and become the property of Landlord in accordance with Section 2.b. below.

2. Ownership of Leased Premises and Facilities.

a. Leased Premises. Landlord shall own the Leased Premises at all times during the Term, subject to Tenant's rights under this Restated Ground Lease and the Easement Agreement described in Recital E above.

b. Facilities. Tenant shall, at all times during the Term, own the Facilities, including all buildings and improvements placed or erected on the Leased Premises and all alterations, additions, improvements and fixtures made or placed on the Leased Premises by Tenant; provided, however, that on expiration or sooner termination of this Restated Ground Lease, the Facilities, including all buildings and improvements placed or erected on the Leased Premises and all alterations, additions, improvements and fixtures made or placed on the Leased Premises by Tenant, shall remain on the Leased Premises and shall revert to and be and become the property of Landlord.

3. Landlord Representations and Warranties. Landlord represents and warrants to Tenant as follows:

a. Landlord is a community college district duly organized and existing under the laws of the State of California.

b. The execution, delivery and performance of this Restated Ground Lease has been duly authorized and approved by all requisite action and the consummation of the transactions contemplated hereby will be duly authorized and approved by all requisite action of Landlord, and no other authorizations or approvals, whether of governmental bodies or otherwise, will be necessary in order to enable Landlord to enter into or comply with the terms of this Restated Ground Lease.

4. Tenant Representations and Warranties. Each trustee of Tenant represents and warrants to Landlord as follows:

a. That they are all of the currently acting trustees of the Francis J. Pogacar Family Revocable Trust, dated May 16, 2003, that the trust documents delegate to them, as trustees of the trust, the powers to conduct financial transactions for the trust, to manage and control real property interests of the trust, and the general powers given to trustees under California law.

b. That they have full authority to execute, deliver and perform this Restated Ground Lease for and on behalf of such trust, and no other authorizations or approvals, whether of governmental bodies or otherwise, will be necessary in order to enable Tenant to enter into or comply with the terms of this Restated Ground Lease.

c. As of the date of execution of this Restated Ground Lease, there is no Lender, as defined in Section 5.h below, having an encumbrance against Tenant's interest under

this Restated Ground Lease and the leasehold estate created hereby, nor, to the best of Tenant's knowledge, is there, as of the date of execution of this Restated Ground Lease, a person or entity who would, with the passage of time, be or become a Lender.

5. Landlord Covenants.

a. Utilities. Landlord agrees to provide electricity to Tenant at Landlord's cost, subject to Tenant's obligation to pay all utility bills related to the Leased Premises, as set forth in Section 6.c below. All utilities shall be separately metered. Landlord shall be deemed the owner of utility installations up to the periphery of the buildings constituting the Facilities, and shall maintain same.

b. Parking. District warrants and agrees that parking will be available for all student housing residents throughout the Term of the Restated Ground Lease. Any student housing resident who requests a parking permit shall be issued one, at such resident's expense. No special fee or fee in excess of that applicable to student parking permits generally shall be charged for permits to residents of the student housing on the Premises. Landlord agrees that it shall not permanently reduce, eliminate or relocate the existing parking lot located adjacent to the student housing facilities ("Existing Parking Lot"), as shown on Exhibit B attached hereto, without providing reasonably comparable (in terms of number of spaces and proximity to student housing) alternative parking facilities for student housing residents; provided, however, that nothing in this Section shall limit Landlord's right to restrict parking in the Existing Parking Lot on a temporary basis as may be required for the proper maintenance, repair, replacement or expansion of campus facilities, including the Existing Parking Lot. In the event that Landlord requires the use of the aforementioned parking lot in connection with any construction projects undertaken on or about the Columbia College campus, Landlord agrees to give Tenant reasonable prior notice and to make available to student housing residents alternative parking as close to student housing as practicable.

c. Fire protection and security.

(1) Fire protection. Landlord shall provide fire protection services for the Leased Premises and Facilities so long as Landlord operates its own fire station. Tenant acknowledges and agrees that the Leased Premises are in a wildland fire area, and that Landlord operates only one small fire station which is responsible for protection of the entire Columbia College campus, as well as the Leased Premises and Facilities located thereon. Although Landlord will utilize best efforts to provide adequate fire protection services to the Leased Premises and Facilities, Landlord cannot warrant that adequate fire protection services will, at all times, be available, particularly in the event of a large wildland fire.

(2) Security. Landlord will, at all times during the Term, comply with the Security Protocol attached hereto as Exhibit C.

d. Cooperation. On condition that Tenant is not in default under the terms of this Restated Ground Lease, Landlord shall cooperate with Tenant in Tenant's efforts to rent to Occupants as follows:

(1) By maintaining a website link between Landlord's public website (currently, <http://www.columbia.yosemite.edu>) and Tenant's website; provided that the contents of Tenant's website shall first be approved by Landlord prior to establishment and as a condition to the continued maintenance of the website link, and provided further that such consent shall not be unreasonably withheld or delayed.

(2) By providing space for brochures prepared by Tenant regarding the Facilities in public information kiosks located on Landlord's campus; provided that such brochures shall be provided to and approved by Landlord prior to placement in Landlord's kiosks and provided further that such consent shall not be unreasonably withheld or delayed.

(3) By disseminating information to trade, industry and educational organizations with whom Landlord is affiliated or who make direct inquiry to Landlord regarding the availability of the Facilities for periodic educational seminars, meetings and similar programs, particularly during the summer months.

e. Dormitory Council. Landlord and Tenant shall be obligated to participate, on a monthly basis, in a dormitory council comprised of a representative of Landlord, a representative of Tenant and an independent representative of the Columbia College student body. The student body representative shall be appointed annually, at the commencement of the Fall semester, by and shall serve at the pleasure of the President of the Columbia College student government; provided, however, that such student representative must, at all times, be a student in good standing at Columbia College, shall not have committed any act or omission that is reportable under the Clery Act, and shall not be on probation. The purpose of the dormitory council shall be to foster communication and promote harmony among Landlord, Tenant and the students of Columbia College, particularly those residing in the student housing located in the Facilities.

f. Right of First Refusal re Additional Facilities. Tenant is hereby granted, during the Term, a right of first refusal to build any future student housing units which are needed by Landlord to meet the requirements of students attending Columbia College. In the event that Landlord requires additional housing, Landlord shall notify Tenant in writing. Tenant shall thereafter, within ninety (90) days, notify Landlord in writing whether or not it intends to construct the additional units as needed.

g. Inspections of Facilities. Landlord shall conduct, with Tenant, a joint inspection of the inside and outside physical condition of the Facilities immediately prior to (1) commencement of the Fall semester; and (2) commencement of the Spring semester of Columbia College, in accordance with the provisions of Section 6.k below.

h. Financing; Encumbrance. Landlord acknowledges that, in accordance with Section 10 below, Tenant is entitled, during the Term, to obtain financing and to encumber Tenant's interest under this Restated Ground Lease and the leasehold estate hereby created in Tenant by deed of trust, mortgage or other security instrument given to a lender ("Lender") for acquisition of Tenant's interest under this Restated Ground Lease or for the construction,

maintenance, repair or reconstruction of the Facilities without the consent of Landlord; financing and encumbrance of Tenant's interest for any other purpose shall require Landlord's consent. Tenant shall not, under any circumstances, have the power, in connection with any such financing, to encumber the fee interest in the Leased Premises or any interest of Landlord whatsoever in the Leased Premises. Tenant may not encumber its interest under this Restated Ground Lease or the Facilities for a period of time which extends beyond the Term, as set forth in Section 1.d above.

i. Compliance with laws.

(1) General. Landlord shall, at all times during the Term, perform its obligations under this Restated Ground Lease in accordance with all applicable Federal, State and local laws, regulations and ordinances.

(2) Clery Act. Landlord shall, at all times during the Term, comply with the Clery Act (20 U.S.C. §1092(f)), as the same may be amended or superseded from time to time, including without limitation, the obligation to report criminal activity which occurs on the campus of Columbia College, the Leased Premises or in the student housing portion of the Facilities. Notwithstanding the foregoing, because Landlord does not have possession or control of the Leased Premises or the Facilities during the Term, Landlord will rely on Tenant to report incidents which occur on the Leased Premises or in the Facilities, including student housing, as required in Paragraph 4 of the Security Protocol attached hereto as Exhibit C and made a part hereof by this reference. Tenant shall indemnify, defend, protect and hold Landlord harmless from and against any and all claims for Clery Act violations by Landlord which are related to or arise out of Tenant's failure to comply with its obligation to report such incidents, including, without limitation, fines or penalties assessed against Landlord under the Clery Act.

6. Tenant Covenants.

a. Rent.

(1) Tenant shall pay to Landlord rent ("Rent") in the sum of One Dollar (\$1.00) per year, for a total of Forty Dollars (\$40.00) during the Term. Landlord acknowledges that Tenant has paid Thirty Dollars (\$30.00) of the Rent, and that Rent is paid through and including 2014. On or before January 1, 2015, Tenant shall pay to Landlord the remaining Ten Dollars (\$10.00) in Rent which is due prior to expiration of the Term. If Tenant abandons or surrenders the Premises prior to expiration of the Term, or if this Restated Lease is terminated as a result of a Tenant default, Tenant shall not be entitled to a refund of any prepaid Rent.

(2) All other sums due and payable from Tenant to Landlord, or which may become due and payable, are deemed to be Rent for purposes of this Restated Ground Lease.

b. Taxes and Assessments.

(1) Tenant shall pay any and all taxes, assessments and other charges (collectively, "Taxes") of any description levied or assessed during the Term by any governmental agency or entity on or against the Leased Premises or Facilities, or any portion thereof, or against any interest in the Leased Premises or Facilities, or any other improvements or other property in or on said Leased Premises or Facilities. All such Taxes required to be paid by Tenant shall be paid prior to the date that each Tax becomes delinquent.

(2) Tenant shall have the right to contest, oppose or object to the amount or validity of any Taxes assessed against the Premises or Facilities; provided, however, that the contest, opposition or objection (collectively, "Contest") must be filed before the Taxes at which it is directed become delinquent, and written notice of the Contest must be given to Landlord at least ten (10) days before the date the Taxes become delinquent. Landlord shall, on written request of Tenant, join in any such Contest if Tenant determines that such joinder is necessary or convenient for the proper prosecution of the proceedings; provided that Landlord's joinder and participation shall be at no cost to Landlord and provided further that Landlord shall not be liable for any costs or expenses incurred or awarded in such proceeding. Tenant shall not continue or maintain any Contest after the date on which the Taxes at which such Contest is directed become delinquent unless Tenant has either: (a) paid such Taxes under protest prior to its becoming delinquent; or (b) obtained and maintained the stay of all proceedings for enforcement and collection of the Taxes by posting a bond or meeting other requirements imposed by law for such a stay; or (c) delivered to Landlord a good and sufficient undertaking in an amount specified by Landlord and issued by a bonding company securing that payment in full by Tenant of the Taxes, together with any fines, interest, penalties, costs or expenses that may have accrued thereon shall be made within thirty (30) days after the final determination of Tenant's Contest.

(3) Tenant shall indemnify, defend, protect and hold Landlord, the Leased Premises and other real and personal property of Landlord harmless from and against any and all claims, demands, losses, costs, damages, liabilities or expenses arising out of or related to any Taxes required by this Section to be paid by Tenant and from all interest, penalties and other sums imposed thereon and from any foreclosures, sales or other proceedings to enforce collection of such Taxes.

c. Utilities. Tenant shall pay for, and hold Landlord and the Leased Premises and all other real property of Landlord, harmless from and against all charges for the furnishing of gas, water, electricity, telephone, cable and internet service, and all other public utilities to the Leased Premises and Facilities during the Term hereof. All utilities shall be separately metered.

d. Indemnity; Insurance.

(1) Indemnity. Tenant shall indemnify, defend, protect and hold Landlord, the Leased Premises and other real and personal property of Landlord harmless from

and against any and all claims, demands, losses, costs, damages, liabilities or expenses arising out of or related to:

(a) the death or injury of any person, including any person who is an employee or agent of Tenant, from any cause whatsoever in or on the Leased Premises, the Facilities or in any way connected with the Leased Premises, the Facilities or personal property on or related to either;

(b) the damage to or destruction of any property, including property owned by Tenant or by any person who is an employee or agent of Tenant, from any cause whatsoever, in or on the Leased Premises, the Facilities or in any way connected with the Leased Premises, the Facilities or personal property on or related to either; or

(c) any work performed on the Leased Premises or Facilities or furnished to them at the instance or request of Tenant or any person or entity acting for or on behalf of Tenant.

(2) Insurance. Tenant shall, at Tenant's sole cost and expense, obtain and maintain during the Term the following insurance:

(a) Workers compensation insurance in such amounts and with such coverages as are required by law.

(b) A broad form comprehensive coverage policy of public liability insurance, including contractual liability coverage specifically covering Tenant's indemnity and other obligations under this Restated Ground Lease, issued by an insurance company reasonably acceptable to Landlord and authorized to issue liability insurance in California, insuring Landlord and Tenant against loss or liability arising out of or related to Tenant's occupancy, use or possession of the Leased Premises or the Facilities, in amounts not less than: (i) three million dollars (\$3,000,000.00) for personal injury to or death of one person and, subject to such limitation for the injury to or death of one person, not less than three million dollars (\$3,000,000.00) for the injury to or death of two or more persons as a result of one accident or incident; (ii) not less than two hundred fifty thousand dollars (\$250,000.00) for damage to or destruction of any real or personal property of others. The minimum insurance amount set forth herein shall be increased annually during the Term, based on the percentage increase in the Consumer Price Index for all urban consumers, San Francisco-Oakland Bay Area, for the previous year. In the event that the Consumer Price Index is discontinued, the parties shall agree on a replacement index for use in computing the minimum amounts of insurance coverage to be maintained under this Section. Such policy shall contain a cross-liability endorsement or a severability of interest clause, and shall be endorsed to show Landlord as a co-insured.

(c) An all risk policy of casualty insurance insuring the Leased Premises and Facilities against loss or destruction for their full replacement value, including coverage for demolition costs. Such policy shall be issued by an insurance company authorized to issue such insurance in California, and shall contain an actual waiver of subrogation by such

insurance company. Any loss payable under such insurance shall be payable to Landlord, Tenant and to any Lender under an encumbrance incurred by Tenant, pursuant to Section 7 below, as their interests may appear.

(d) Tenant shall annually, on or before June 1, provide to Landlord a true and correct copy of each policy of insurance and endorsements required hereunder, as the same may be renewed, replaced or amended from time to time.

(e) Each insurance policy required by this Section shall contain a provision that it cannot be canceled or materially amended unless not less than thirty (30) days prior written notice has been given to Landlord.

e. Construction, maintenance and repair of Facilities.

(1) Facilities. The term "Facilities" shall have the meaning set forth in Recital C above.

(2) Construction. The Facilities were finally constructed in or about 1985. The Facilities may not be materially altered or enlarged, and no further buildings, structures or facilities (including, without limitation, paved or recreational areas) shall be constructed on the Leased Premises without Landlord's express written consent, which consent may be withheld in Landlord's sole discretion. Notwithstanding the foregoing, Tenant is hereby granted, during the Term, a right of first refusal to build any future student housing units which are needed by Landlord to meet the requirements of students attending Columbia College. In the event that Landlord, during the Term, requires additional housing, Landlord shall notify Tenant in writing. Tenant shall thereafter, within ninety (90) days, notify Landlord in writing whether or not it intends to construct the additional units as needed. Tenant shall not be entitled to exercise such right of first refusal at any time that Tenant is in default under the terms of this Restated Ground Lease.

(3) Maintenance and repair.

(a) Tenant, at Tenant's sole cost and expense, shall operate, maintain and repair the Leased Premises, including the Facilities and all other landscaping and improvements on the Leased Premises, in good order and repair, and in a neat, clean, sanitary, tidy, orderly, attractive and safe condition.

(b) Tenant shall, at Tenant's sole cost and expense, comply with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements of any fire insurance underwriter or rating bureaus relating to the Leased Premises or the Facilities or the occupation, possession, operation, construction, maintenance or repair of the Leased Premises or the Facilities ("Laws and Requirements") now in effect or which may hereafter, at any time during the Term, be adopted. The Facilities shall, at all times meet the minimum requirements set forth in Civil Code §1941.1, as the same may be amended, restated or replaced, and all other applicable law, including, without limitation, applicable Federal, State and local building, plumbing and electrical codes and ordinances.

Tenant further agrees that Tenant shall, at all times during the Term, comply with the Long-Term Maintenance Plan attached hereto as Exhibit D.

(c) Notwithstanding the foregoing, Tenant shall not be obligated to undertake any retrofit of the Leased Premises or Facilities involving the modification of the Premises or Facilities with newly developed parts, components, devices or systems or the installation of newly developed parts, components, devices or systems unless such modification or installation is required by this Restated Ground Lease, the Long-Term Maintenance Plan or the Laws and Requirements (including, without limitation, Civil Code §1941.1 and all applicable Federal, State and local building, plumbing and electrical codes and ordinances), as the same may be amended, restated or replaced during the Term.

(4) Refuse disposal. Tenant shall pay for the removal of all garbage and refuse from the Leased Premises during the Term hereof. Tenant shall at all times provide adequate garbage and refuse receptacles to the occupants of the Facilities, including the provision of such additional receptacles as may be reasonably necessary during move-in and move-out periods. Tenant shall arrange for prompt and adequate collection of all garbage and refuse. If Tenant fails to provide adequate receptacles or to arrange for prompt and adequate collection, Landlord, on not less than 24 hours telephonic notice to Tenant, may provide such additional receptacles or schedule such additional collections as Landlord, in its reasonable discretion, deems necessary, and Tenant shall pay for same immediately on receipt of an invoice from Landlord.

(5) Liens, etc. Except as expressly set forth in Section 10 below, Tenant shall keep the Leased Premises and the Facilities free from any liens arising out of work performed, material furnished or obligations incurred by Tenant. If any such lien is imposed, Tenant shall, within thirty (30) days of such imposition, cause the lien to be released of record by payment thereof or by posting a proper bond therefor. If Tenant fails to do so, Landlord shall have the right (but not the obligation) to cause such lien to be released by such means as Landlord determines to be appropriate. Tenant shall thereafter, within ten (10) days of receipt from Landlord of a written notice setting forth the amount of the expenses incurred by Landlord in releasing such lien, pay such amount to Landlord in full. If Tenant fails to timely pay such amount, it shall accrue interest at the penalty rate of ten percent (10%) per annum from and after the tenth day until it is paid. Tenant shall give Landlord not less than ten (10) days prior written notice of any construction on the Leased Premises and Landlord shall have the right at all times to post (or to keep posted) on the Leased Premises any notices permitted or required by law, or which Landlord shall deem proper for the financial protection of Landlord and the Leased Premises against mechanics', materialmen's or design professional liens, including, without limitation, Notices of Non-Responsibility.

f. Relationships with Occupants.

(l) Occupants. Tenant acknowledges that the primary purpose of the Facilities is to provide student housing for the use of students at Columbia College. Tenant agrees to establish and observe the following priorities in selecting occupants of the student housing portions of the Facilities:

(a) Full-time students who are in-district residents; as used herein, the term “in-district residents” shall include persons residing within the geographic boundaries of Landlord’s community college district;

(b) Full-time students who are out-of-district residents;

(c) Part-time students who are in-district residents;

(d) Part-time students who are out-of-district residents;

(e) Non-student participants in community services and special programs;

(f) Temporary, non-student visitors to the Columbia College campus, such as prospective students and their parents or organized groups or individuals visiting the campus for educational or recreational purposes.

(2) Non-discrimination. Tenant shall fully comply at all times during the Term with all federal and state laws prohibiting discrimination in housing, employment or otherwise, against any person on the basis of race, color, creed, age, sex, national origin, marital status or sexual orientation.

g. Management and Security.

(1) Management. Tenant agrees that Tenant will, at Tenant’s sole cost and expense, manage and operate the Leased Premises and Facilities, including the student housing located on the Leased Premises, in a professional and competent manner, taking into consideration the fact that a majority of the occupants of the student housing located on the Leased Premises will be students of Columbia College, and that many of those students will be young adults living away from home for the first time who may be immature and inexperienced.

(2) Security. Tenant acknowledges that a majority of the occupants of the student housing located on the Leased Premises will be students of Columbia College, and that many of those students will be young adults living away from home for the first time who may be immature and inexperienced. Tenant further acknowledges that Landlord will not provide police, security or protective services for the Leased Premises, Facilities or occupants of the student housing. Tenant therefore agrees as follows:

(a) Tenant will, at all times during the Term, at Tenant’s sole cost and expense, employ (i) a full-time security guard licensed by the State of California; (ii) a full-time resident manager; (iii) one student resident assistant for each building containing residential units (currently four); and (iv) a full-time maintenance person. Tenant shall provide security 24 hours per day, utilizing at all times either a security guard, resident manager and/or resident assistants, in addition to the electronic surveillance system described in (b) below.

(b) Tenant will, at all times during the Term, at Tenant's sole cost and expense, maintain on the Leased Premises an electronic surveillance system; Tenant shall use its best efforts to maintain such system in operable condition at all times.

(c) Tenant will, at all times during the Term, comply with the Security Protocol attached hereto as Exhibit C.

h. Name. Tenant agrees that Tenant shall, during the Term, be required to conduct the residential student housing operation located at the Leased Premises under the name "California Student Housing".

i. Dormitory Council. Tenant and Landlord shall be obligated to participate, on a monthly basis, in a dormitory council comprised of a representative of Tenant, a representative of Landlord and an independent representative of the Columbia College student body. The student body representative shall be appointed annually, at the commencement of the Fall semester, by and shall serve at the pleasure of the President of the Columbia College student government; provided, however, that such student representative must, at all times, be a student in good standing at Columbia College, shall not have committed any act or omission that is reportable under the Clery Act, and shall not be on probation. The purpose of the dormitory council shall be to foster communication and promote harmony among Tenant, Landlord and the students of Columbia College.

j. Financing; Encumbrance. In accordance with Section 109 below, Tenant shall be entitled, during the Term, to obtain financing and to encumber Tenant's interest under this Restated Ground Lease and the leasehold estate hereby created in Tenant by deed of trust, mortgage or other security instrument given to a Lender, as defined in Section 5.h, for the purposes set forth in Section 5.h above; provided, however, that Tenant shall not, in connection with any such financing, encumber the fee interest in the Leased Premises or any interest of Landlord whatsoever in the Leased Premises.

k. Inspections of Facilities.

(1) Tenant shall make the Facilities available for and shall conduct, with Landlord, a joint inspection of the inside and outside physical condition of the Facilities immediately prior to (a) commencement of the Fall semester; and (b) commencement of the Spring semester of Columbia College. Such inspections shall be conducted on dates and at times mutually convenient to Landlord and Tenant; provided that Tenant shall be responsible for the timely scheduling of such inspections. If, at the conclusion of any inspection, Landlord determines that the Premises do not comply with the requirements of Section 6.e(3) above, then Landlord shall, within ten (10) business days of the date of such inspection, notify Tenant of its determination, stating with specificity its objections to the condition of the Facilities. Tenant shall thereafter, within ten (10) business days of the date of such written notice, notify Landlord in writing of (a) Tenant's disagreement with such determination and election to have the matters set forth in Landlord's notice re-inspected by a third party inspector; or (b) Tenant's concurrence with such determination and its election promptly to cure the matters to which Landlord has objected. If Tenant objects, Landlord and Tenant shall, within ten (10) business days, agree on a

third party inspector and thereafter promptly schedule such inspector to inspect the matters to which Landlord has objected. If, in such inspector's professional judgment, those conditions do not violate the requirements of Section 6.e(3), then Tenant shall not be obligated to take any further action; if the inspector determines that the conditions violate Section 6.e(3), then Landlord shall cure those conditions within ten (10) business days unless such conditions cannot reasonably be resolved within such period, in which case Landlord shall commence the resolution of such conditions within the ten (10) day period and thereafter diligently pursue same to completion. In either case, Landlord and Tenant shall split the cost of the third party inspector.

(2) Nothing in this Section shall be deemed to obligate Tenant to undertake any retrofit of the Leased Premises or Facilities involving the modification of the Premises or Facilities with newly developed parts, components, devices or systems or the installation of newly developed parts, components, devices or systems unless such modification or installation is required by this Restated Ground Lease, the Long-Term Maintenance Plan or the Laws and Requirements (including, without limitation, Civil Code §1941.1 and all applicable Federal, State and local building, plumbing and electrical codes and ordinances), as the same may be amended, restated or replaced during the Term.

l. Nuisance, waste prohibited. Tenant shall not maintain or commit, or permit the maintenance or commission, on the Leased Premises, of any nuisance, as now or hereafter defined by the statutory or decisional law of the State of California or applicable ordinances. Tenant shall not commit, or permit the commission of, waste on the Leased Premises.

m. Compliance with laws.

(1) General. Tenant shall, at all times during the Term, perform its obligations under this Restated Ground Lease in accordance with all applicable Federal, State and local laws, regulations and ordinances. Tenant shall not use or permit the Leased Premises to be improved, developed, used or occupied in any manner or for any purpose that is in any way in violation of any federal, state, county or local governmental agency, body or entity.

(2) Clery Act. Tenant shall, at all times during the Term, comply with the applicable requirements of the Clery Act (20 U.S.C. §1092(f)), as the same may be amended or superseded from time to time, including without limitation, (a) the obligation to report criminal activity which occurs on the Leased Premises or in the student housing portion of the Facilities, and (b) Paragraph 4 of the Security Protocol attached hereto as Exhibit C and made a part hereof by this reference. Tenant acknowledges that, under the Clery Act, Landlord has an obligation to report incidents which occur on the campus of Columbia College, which includes the Leased Premises. However, because Landlord does not have possession or control of the Leased Premises or the Facilities during the Term, Landlord will rely on Tenant to report incidents which occur on the Leased Premises or in the Facilities, including student housing, as required in Paragraph 4 of the Security Protocol attached hereto as Exhibit C and made a part hereof by this reference. Tenant shall indemnify, defend, protect and hold Landlord harmless

from and against any and all claims for Clery Act violations by Landlord which are related to or arise out of Tenant's failure to comply with its obligation to report such incidents, including, without limitation, fines or penalties assessed against Landlord under the Clery Act.

7. Damage and destruction; Eminent domain.

a. Damage and destruction. If, at any time during the Term of the Restated Ground Lease, any portion of the Leased Premises or Facilities, including the student housing located therein, is damaged or destroyed in whole or in part by fire, theft, the elements, or any other cause which is not the fault of Landlord, this Restated Ground Lease shall remain in full force and effect, and Tenant, at Tenant's sole cost and expense, shall repair and restore the damaged or destroyed portions of the Leased Premises or Facilities, including the student housing located therein, according to the original plans thereof or according to such modified plans as shall be approved thereafter in writing by Landlord. The work of repair and restoration shall be completed by Tenant with due diligence, after approval is obtained from all appropriate governmental agencies. In all other respects the work of repair and restoration shall be done in accordance with the specifications attached hereto as Exhibit E. Any and all fire or other casualty insurance proceeds that become payable at any time during the Term of this Restated Ground Lease as a result of damage to or destruction of Leased Premises or Facilities, including the student housing located therein, shall be paid to the Tenant and applied by the Tenant toward the cost of repairing and restoring the damaged or destroyed Leased Premises or Facilities, including the student housing located therein, in the manner set forth in this Section.

b. Eminent domain.

(1) Total Taking. If all of the Leased Premises and Facilities shall be taken permanently under the power of eminent domain (by a governmental agency other than Landlord), the Term of this Restated Ground Lease shall cease on the day possession is taken and Tenant shall not be obligated to pay further Rent. In such case, the proceeds shall be distributed as follows: (a) the proceeds of such condemnation which are attributable to the Leased Premises shall be distributed wholly to Landlord; and (b) the proceeds which are attributable to the Facilities or improvements constructed by Tenant or its predecessors-in-interest on the Leased Premises shall be apportioned between Landlord and Tenant in proportion to the fair value of Landlord's and Tenant's respective interests in the Facilities or improvements, taking into consideration the provisions of Section 2.b, which provide that, on expiration or sooner termination of this Restated Ground Lease, the Facilities, including all buildings and improvements placed or erected on the Leased Premises and all alterations, additions, improvements and fixtures made or placed on the Leased Premises by Tenant, shall remain on the Leased Premises and shall revert to and be and become the property of Landlord. Tenant shall be entitled to relocation benefits, as determined by the condemning authority, and compensation, if any, related to loss of goodwill.

(2) Partial Taking. If less than all of the Leased Premises and Facilities are permanently taken under the power of eminent domain (by a governmental agency other than Landlord), then this Restated Ground Lease shall continue in full force and effect as to the portion of the Leased Premises and Facilities which are not subject to the exercise of eminent

domain; and Rent shall partially abate, based on the relationship between the size of the portion of the Leased Premises and Facilities taken and the size of the total Leased Premises and Facilities prior to the taking. In such case, the condemnation award shall be apportioned between Landlord and Tenant as set forth in subsection b(1) above.

8. Hazardous Materials; Permits.

a. Compliance. At all times during the Term, each party will comply with all federal, state and local laws, ordinances and regulations (“Hazardous Materials Law”) relating to industrial hygiene, environmental protection, or the use, analysis, generation, manufacture, storage, disposal or transportation of any petroleum products, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including without limitation, any “hazardous substances”, “hazardous wastes”, “hazardous materials” or “toxic substances” as defined under any Hazardous Materials Laws (collectively, “Hazardous Materials”).

b. Permits. At all times during the Term, Tenant shall procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for Tenant’s use of the Premises, including, without limitation, discharge of appropriately treated materials or wastes into or through the sanitary sewer or septic system serving the Leased Premises. Except as discharged into the sanitary sewer or septic system in strict accordance and conformity with all applicable Hazardous Materials Laws, Tenant will cause any and all Hazardous Materials removed by it from the Leased Premises to be recovered and transported solely by duly licensed haulers to facilities duly licensed for the final disposal of Hazardous Materials. Tenant will, at all times, handle, treat, deal with, transport, store and manage any and all Hazardous Materials in, on, under or about the Leased Premises in conformity with all applicable Hazardous Materials Laws and prudent industry practices regarding the management of such Hazardous Materials. Upon expiration or earlier termination of the Term of this Restated Ground Lease, Tenant will cause all Hazardous Materials placed on, under or about the Leased Premises by Tenant or at Tenant’s direction to be removed and transported for use, storage or disposal in accordance and compliance with all applicable Hazardous Materials Laws. Tenant will not take any remedial action in response to the presence of Hazardous Materials in or about the Leased Premises or the Facilities, nor enter into any settlement agreement, consent decree or other compromise in any way connected with the Leased Premises or the Facilities without first notifying Landlord of Tenant’s intention to do so and affording Landlord ample opportunity to appeal, intervene or otherwise appropriately assert and protect Landlord’s interest with respect thereto.

c. Notice. Each party will immediately notify the other in writing of (1) any enforcement, clean-up or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Materials Laws; (2) any claim made or threatened by any person against Tenant, Landlord, the Leased Premises or the Facilities relating to damages, contribution, cost, recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (3) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or recovered from the Leased Premises, including any complaints, notices, warnings or asserted violations, relating in any way to the

Leased Premises or the Tenant's use thereof. Each party will deliver promptly to the other copies of hazardous waste manifests reflecting the legal and proper disposal of Hazardous Materials removed from the Leased Premises.

d. Indemnification – Hazardous Materials.

(1) Tenant will indemnify, defend (by counsel reasonably acceptable to Landlord), protect and hold Landlord and each of Landlord's trustees, officers, employees, agents, attorneys, successors and assigns (collectively, "Landlord Parties"), free and harmless from and against any and all claims, demands, causes of action, liabilities, penalties, forfeitures, losses, costs or expenses (including, without limitation, attorneys', consultants' and experts' fees and court or proceeding costs) which Landlord Parties may suffer and which arises out of or is related to death to or injury of any person or damage to any property whatsoever arising from or caused in whole or in part, directly or indirectly, by (a) the presence in, on, under or about the Leased Premises or Facilities or discharge in or from the Leased Premises or Facilities of any Hazardous Materials placed in, under or about the Leased Premises by Tenant or at Tenant's direction; (b) Tenant's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials to, in, on, under, about or from the Leased Premises or the Facilities; or (c) Tenant's failure to comply with any Hazardous Materials Laws.

(2) Landlord will indemnify, defend (by counsel reasonably acceptable to Tenant), protect and hold Tenant and each of Tenant's trustees, officers, employees, agents, attorneys, successors and assigns (collectively, "Tenant Parties"), free and harmless from and against any and all claims, demands, causes of action, liabilities, penalties, forfeitures, losses, costs or expenses (including, without limitation, attorneys', consultants' and experts' fees and court or proceeding costs) which arise out of or are related to the death to or injury of any person or damage to any property whatsoever arising from or caused in whole or in part, directly or indirectly, by (a) the presence in, on, under or about the Leased Premises or discharge in or from the Leased Premises of any Hazardous Materials placed in, under or about the Leased Premises by Landlord or at Landlord's direction; (b) Landlord's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials to, in, on, under, about or from the Leased Premises; or (c) Landlord's failure to comply with any Hazardous Materials Laws.

(3) The obligations of each party ("Indemnifying Party") pursuant to this Section include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary investigation, repair, clean-up or detoxification or decontamination of the Leased Premises, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith, and such obligations survive the expiration or earlier termination of the Term of this Restated Ground Lease.

e. *Respondeat superior.* For purposes of the release and indemnity provisions set forth in this Section, any acts or omissions of a party, or by trustees, officers, employees, agents, assignees, contractors or subcontractors of such party or other acting for or on behalf of such party, will be strictly attributable to the party.

9. Indemnification.

a. Tenant. In addition to its indemnity obligations set forth in Sections 6(d) and 8.d(1), Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect and hold Landlord and each of Landlord's trustees, officers, employees, agents, attorneys, successors and assigns (collectively, "Landlord Parties"), free and harmless from and against any and all claims, demands, causes of action, liabilities, penalties, forfeitures, losses, costs or expenses (including, without limitation, attorneys', consultants' and experts' fees and court or proceeding costs) which Landlord Parties may suffer and which arise out of or are related to (1) the death to or injury of any person on the Leased Premises or in the Facilities (except where solely attributable to the gross negligence or intentional misconduct of Landlord); (2) Tenant's failure to perform any covenant or agreement of Tenant set forth in this Restated Ground Lease or the Easement Agreement; (3) the negligent or intentionally wrongful act or omission of Tenant; or (4) Tenant's breach of any representation or warranty set forth in this Restated Ground Lease or the Easement Agreement.

b. Landlord. In addition to its indemnity obligations set forth in Section 8.d(2), Landlord shall indemnify, defend (by counsel reasonably acceptable to Tenant), protect and hold Tenant and each of Tenant's trustees, officers, employees, agents, attorneys, successors and assigns (collectively, "Tenant Parties"), free and harmless from and against any and all claims, demands, causes of action, liabilities, penalties, forfeitures, losses, costs or expenses (including, without limitation, attorneys', consultants' and experts' fees and court or proceeding costs) which Tenant Parties may suffer and which arise out of or are related to (1) Landlord's failure to perform any covenant or agreement of Landlord set forth in this Restated Ground Lease or the Easement Agreement; or (2) the negligent or intentionally wrongful act or omission of Landlord; or (3) Landlord's breach of any representation or warranty set forth in this Restated Ground Lease or the Easement Agreement.

c. Brondello. The provisions of Paragraphs 5(a) and 5(c) of that certain Lessor's Consent to Assignment and Estoppel Certificate, executed by and among Landlord, Francis J. and Angela C. Pogacar, predecessors-in-interest to Tenant, and The John Brondello Corporation, and recorded November 14, 2000, as Document No. 017098, Book 1710, Page 0446, Official Records, to the extent that they obligate or benefit The John Brondello Corporation only, are incorporated herein by reference. It is specifically intended that the indemnification rights and obligations of Tenant and Landlord set forth in such Lessor's Consent be and are hereby superseded in full by the indemnification provisions of Sections 6.b, 6.d, 8 and 9 of this Restated Ground Lease.

10. Financing; Rights of Lender.

a. Tenant shall be entitled, during the Term, to obtain financing and to encumber Tenant's interest under this Restated Ground Lease and the leasehold estate hereby created in Tenant by deed of trust, mortgage or other security instrument given to a Lender, as defined in Section 5.h, for acquisition of Tenant's interest under this Restated Ground Lease or for the construction, maintenance, repair or reconstruction of the Facilities without the consent of Landlord; financing and encumbrance of Tenant's interest for any other purpose shall require Landlord's consent; provided, however, that Tenant shall not have the power, in connection

with any such financing, to encumber the fee interest in the Leased Premises or any interest of Landlord whatsoever in the Leased Premises.

b. Immediately after the recording of any deed of trust or mortgage or perfection of any other security interest by filing or otherwise, Tenant shall, at Tenant's sole cost and expense, record in the Office of the Recorder of Tuolumne County, California, a written Request for Notice of Default under Civil Code §2924b, executed and acknowledged by Landlord, requesting that a copy of any Notice of Default or Notice of Sale under such deed of trust or mortgage be mailed to Landlord to the person and at the address specified by Landlord therein.

c. During the time that an encumbrance exists against Tenant's interest under the Restated Ground Lease and the leasehold estate, as set forth in Section 10.a, the Lender holding such encumbrance shall have the right at any time during the Term and the continuance of such encumbrance to:

(1) Do any act or thing required of Tenant under this Restated Ground Lease, and any such act or thing done and performed by such Lender shall be as effective to prevent a forfeiture of Tenant's rights under this Restated Ground Lease as though it had been done by the Tenant itself;

(2) Realize on its security in the Tenant's interest under the Restated Ground Lease and the leasehold estate by exercising a judicial or non-judicial foreclosure or other remedy provided in the security document or at law or in equity, and to thereby acquire and succeed to the interest of Tenant under this Restated Ground Lease.

d. In the event of a default by Tenant under the terms of this Restated Ground Lease, a Lender with an encumbrance against Tenant's interest under the Restated Ground Lease and the leasehold estate, shall have the rights set forth in Section 11.b(4) below.

e. If this Restated Ground Lease is terminated as a result of the bankruptcy or insolvency of the Tenant, a Lender with an encumbrance against Tenant's interest under the Restated Ground Lease shall have the rights set forth in Section 11.b(4) below.

11. Default.

a. Default by Landlord.

(1) Default. The following shall be events of default by Landlord: (a) the filing by Landlord of a voluntary petition in bankruptcy or failure by Landlord to promptly lift any execution, garnishment or attachment, to avoid an adjudication of the Landlord as bankrupt, the filing of an involuntary petition in bankruptcy, or an assignment by the Landlord for the benefit of creditors or other agreement of composition with creditors; or (b) failure by Landlord to perform any covenant, condition or agreement in this Restated Ground Lease or those surviving provisions of prior documents described in Section 13.a below, which failure is not disputed or cured by Landlord within thirty (30) days from Landlord's receipt of written

notice from Tenant to Landlord, identifying the covenant, condition or agreement to be performed and requesting performance, identifying the section of the Restated Ground Lease which has been violated, and advising Landlord of the remedy which Tenant will elect under the terms of the Restated Ground Lease or otherwise ("Notice of Landlord Default).

(2) Right to Protest; Cure Rights – Notice of Default. Landlord shall be given a period of thirty (30) days from receipt of the Notice of Landlord Default from Tenant, to do either of the following:

(a) Dispute the fact that the default identified in the Notice of Landlord Default exists, and notify Tenant in writing, within the thirty (30) days of receipt of the Notice of Landlord Default, of such dispute ("Landlord's Notice of Dispute"). The parties shall thereafter reasonably attempt to resolve such dispute within thirty (30) days after Tenant's receipt of Landlord's Notice of Dispute and, if they are unable to do so, Tenant shall thereafter proceed in accordance with Section 11.a(3) below.

(b) Cure any alleged failure by Landlord to comply with a covenant, condition or agreement in this Restated Ground Lease; provided, however, that if the Landlord's failure to perform cannot reasonably be cured within such thirty (30) day period, then Landlord shall not be deemed to be in default if Landlord initiates corrective action within such thirty (30) day period and thereafter diligently pursues same to completion.

(3) Remedies of Tenant. In the event of a default by Landlord (including a dispute regarding an alleged default which the parties are unable to resolve) identified in a Notice of Landlord Default which is not timely cured (or as to which no cure is initiated within the 30-day period), Tenant shall have such remedies at law or in equity as a court of competent jurisdiction determines to be appropriate, including, without limitation, termination of this Restated Ground Lease.

b. Default by Tenant.

(1) Default. The following shall be events of default by Tenant: (i) the filing by Tenant of a voluntary petition in bankruptcy or failure by Tenant to promptly lift any execution, garnishment or attachment, to avoid an adjudication of the Tenant as bankrupt, the filing of an involuntary petition in bankruptcy, or an assignment by the Tenant for the benefit of creditors or other agreement of composition with creditors; or (ii) failure by Tenant to perform any covenant, condition or agreement in this Restated Ground Lease or those surviving provisions of prior documents described in Sections 13.a and 13.b below, including without limitation, the payment of Rent, which failure is not disputed or cured by Tenant within thirty (30) days after receipt of written notice from Landlord to Tenant, specifying the failure to pay Rent or the covenant, condition or agreement to be performed and requesting performance, identifying the section of the Restated Ground Lease which has been violated and advising Tenant of the remedy which Landlord will elect under the terms of the Restated Ground Lease or otherwise ("Notice of Tenant Default").

(2) Right to Protest; Cure Rights – Notice of Default. Tenant shall be given a period of thirty (30) days, from receipt of the Notice of Tenant Default from Landlord, to do either of the following:

(a) Dispute the fact that the default identified in the Notice of Tenant Default exists, and notify Landlord and Lender, in writing, within the thirty (30) days of receipt of the Notice of Default, of such dispute (“Tenant’s Notice of Dispute”). The parties shall thereafter reasonably attempt to resolve such dispute within thirty (30) days after Landlord’s receipt of Tenant’s Notice of Dispute and, if they are unable to do so, Landlord shall thereafter proceed in accordance with Section 11.b(3) below.

(b) Cure any alleged failure by Tenant to pay Rent or to comply with a covenant, condition or agreement in this Restated Ground Lease; provided, however, as to non-monetary defaults, that if the Tenant’s failure to perform cannot reasonably be cured within the thirty (30) day period, then Tenant shall not be deemed to be in default if Tenant initiates corrective action within such thirty (30) day period and thereafter diligently pursues same to completion.

(3) Remedies of Landlord.

(a) In the event of a default by Tenant (including a dispute regarding an alleged default which the parties are unable to resolve) identified in a Notice of Tenant Default which is not timely cured (or as to which no cure is initiated within the 30-day period), Landlord shall have such remedies at law or in equity as a court of competent jurisdiction determines to be appropriate, including, without limitation, termination of this Restated Ground Lease; subject, however, to the rights of any Lender under subsection b. below.

(4) Rights of Lender in event of Default. During any time that an encumbrance exists against Tenant’s interest under this Restated Ground Lease and the leasehold estate, as set forth in Section 9.a, the Lender secured by such encumbrance shall be entitled to:

(a) Copies of each and every Notice of Tenant Default;

(b) Copies of each and every Tenant’s Notice of Dispute;

(c) As to a default by Tenant identified in any Notice of Tenant Default, Lender shall be entitled to:

(i) An opportunity to cure the default(s) (including monetary defaults) identified therein within sixty (60) days after receipt by the Lender of such Notice of Tenant Default (“Lender Cure Period”); provided, however, that if the Lender’s failure to perform a non-monetary covenant cannot reasonably be cured within such sixty (60) day period, then Lender shall be permitted to initiate corrective action within such sixty (60) day period and thereafter diligently pursue same to completion; or

(ii) Enter into a new lease with Landlord on condition that (A) Lender shall serve Landlord with written notice within the sixty (60) day period ("Lender Lease Period") after receipt of a Notice of Tenant Default, advising Landlord that Lender is requesting a new lease; and (B) all of the following conditions are satisfied: (I) Tenant does not timely cure the default identified in the Notice of Default (II) the Restated Ground Lease is terminated; (III) the new lease is for a term ending on the same date on which the Term of this Restated Ground Lease would have terminated but for the default; (IV) the new lease contains the same terms, covenants, conditions and provisions that are contained in this Restated Ground Lease; (V) the Lender agrees, on execution of the new lease, to cure any and all of the defaults identified in the original Notice of Default which are reasonably susceptible to cure by the Lender, within the timeframes set forth in Section 11.b(4)(c) above; (VI) the Lender shall pay all reasonable costs and expenses, including attorneys' fees and court or proceeding costs, incurred by Landlord in terminating this Restated Ground Lease (including costs related to the preparation of the Notice of Default, recovering possession of the Leased Premises from Tenant or its representative, and preparing the new lease; and (VII) Lender has submitted to Landlord, and Landlord has reasonably approved, in writing, a management plan for the Leased Premises and the Facilities which specifically identifies the personnel who will provide management, maintenance and security services. Any such new lease shall be specifically subject to any and all existing leases, subleases, rental agreements or contracts with occupants of the student housing located in the Facilities.

c. Service of Notices. All notices required or permitted under this Section shall be sent by (1) U.S. Mail, Certified, Return Receipt Requested; U.S. Mail, Express Mail, Federal Express or equivalent overnight carrier which provides for verification of receipt; or (2) personal service by a licensed process server. Notices shall be delivered to the addresses set forth in Section 14.d below; provided that any party or Lender may change its address for notice by notifying all other parties and Lender in writing of such modified address.

12. Venue. Any arbitration or other proceeding or action which is brought to interpret or enforce the terms of this Restated Ground Lease shall be brought in the County of Tuolumne, State of California.

13. Superseding. Except as expressly otherwise provided in this Section 13, this Restated Ground Lease shall supersede the Construction Agreement, Ground Lease Documents and Management Agreement in their entirety; such documents shall have no further force and effect from and after complete execution hereof. Notwithstanding the foregoing, the Easement Agreement shall remain in full force and effect save and except that any references in the Easement Agreement to "Lease" or "Ground Lease" shall be deemed to refer to this Restated Ground Lease. By way of limitation, the following provisions of certain documents shall survive the execution and recordation of this Restated Ground Lease as provided below:

a. The provisions of Paragraphs 5(a) and 5(c) of that certain Lessor's Consent to Assignment and Estoppel Certificate, executed by and among Landlord, Francis J. and Angela C. Pogacar, predecessors-in-interest to Tenant, and The John Brondello Corporation, and recorded November 14, 2000, as Document No. 017098, Book 1710, Page 0446, Official Records, to the extent that they obligate or benefit The John Brondello Corporation only, are

incorporated herein by reference. It is specifically intended that the indemnification rights and obligations of Tenant and Landlord set forth in such Lessor's Consent be and are hereby superseded in full by the indemnification provisions of Sections 6.b, 6.d, 8 and 9 of this Restated Ground Lease.

14. Miscellaneous.

a. Assignment and subleasing.

(1) Tenant.

(a) General. Except as provided herein, Tenant shall not assign, sublease or otherwise transfer all or any portion of Tenant's interest under this Restated Ground Lease and the leasehold estate, the Leased Premises or the Facilities, as the same may, from time to time, exist without first obtaining the written consent of Landlord. A consent by Landlord to one assignment, sublease or transfer shall not be deemed to be a consent to a subsequent assignment, sublease or transfer by Tenant. Any request for assignment shall be submitted by Tenant to Landlord in writing and Landlord shall approve or disapprove such request in writing within ninety (90) days of receipt of such request.

(b) Foreclosure of Tenant's Interest. Any Lender secured by an encumbrance against Tenant's interest under the Restated Ground Lease and the leasehold estate may foreclose or otherwise realize against the security during the Term on condition that such Lender first notifies Landlord in writing, in accordance with Section 10.b above. No such foreclosure or other procedure shall be deemed an assignment or subleasing which requires the Landlord's consent. After foreclosure, the Restated Ground Lease shall continue in full force and effect, without necessity for executing a new lease, as a direct lease between Landlord and the new owner of Tenant's interest, as tenant, on all the same terms, covenants and provisions of the Restated Ground Lease. In such case:

(i) The new tenant shall not be (A) liable to Landlord for any act or omission of any prior tenant (including Tenant); (B) bound by any amendment or modification of the Restated Ground Lease made in violation of Section 14.b(2) below; or (C) bound by, or liable for any breach of any representation, warranty or indemnity contained in this Restated Ground Lease made by any prior tenant (including Tenant).

(ii) Landlord shall not be (A) liable to the new tenant for any act or omission of any prior landlord (including Landlord); (B) liable to, bound by, or liable for any breach of any representation, warranty or indemnity contained in this Restated Ground Lease made to any prior tenant (including Tenant). Any funds in the hands of Landlord or the then transferor at the time of such transfer, in which Tenant has an interest shall be turned over to the new tenant, and any amount then due and payable to Tenant by Landlord or the then transferor under any provision of this Restated Ground Lease shall be paid to Tenant; and provided, further, that upon any such transfer, the new landlord shall expressly assume, subject to the limitations of this Section **Error! Reference source not found.**, all of the agreements, covenants and conditions in this Restated Ground Lease to be performed on the part of Landlord,

it being intended hereby that the covenants and obligations contained in this Restated Ground Lease on the part of Landlord shall, subject as aforesaid, be binding on Landlord and its successors and assigns, only during its period of ownership.

(c) Rental by Tenant of all or portions of the Facilities in accordance with Section 6.f(1) is not an assignment or sublease which requires the consent of Landlord.

(2) Landlord. Landlord shall not assign its interest in this Restated Ground Lease without providing to Tenant not less than thirty (30) days written notice of such assignment, which notice shall provide the name, address, telephone number and contact person of the person or entity to whom Landlord's interest will be assigned. In such case:

(a) The new landlord shall not be (i) liable to Tenant for any act or omission of any prior landlord (including Landlord); or (ii) bound by, or liable for any breach of any representation, warranty or indemnity contained in this Restated Ground Lease made by any prior landlord (including Landlord).

(b) Tenant shall not be (i) liable to the new landlord for any act or omission of any prior tenant (including Tenant); (ii) liable to, bound by, or liable for any breach of any representation, warranty or indemnity contained in this Restated Ground Lease made to any prior landlord (including Landlord).

b. Amendment.

(1) General. This Restated Ground Lease may not be amended, modified or terminated without the express written consent of both Landlord and Tenant.

(2) Lender consent. During any time that an encumbrance exists against Tenant's interest under the Lease and the leasehold estate, as set forth in Section 10.a, Landlord and Tenant agree not to amend, modify or terminate this Amended and Restated Lease without the prior written consent of such Lender, except in the event of an uncured default, as described in Section 11 above.

c. Force majeure. Except as otherwise expressly provided in this Restated Ground Lease, should the performance of any act required by this Restated Ground Lease to be performed by either party be prevented or delayed by reason of any Act of God, strike, lockout, act of terrorism, unavailability of materials, or restrictive governmental laws or regulations, the time for performance of the act will be extended for a period of time equivalent to the period of the delay, and performance of the act during the period of the delay will be excused; provided, however, that nothing in this Section shall excuse the prompt payment of Rent by Tenant, as required by this Lease, or the performance of any act rendered difficult or impossible because of the financial condition of the party charged with the performance of the act.

d. Notices. Except as set forth in Section 11.d above, all notices required under this Restated Ground Lease shall be sent by first class mail, United States Mail, postage

prepaid, and shall be deemed to be received three (3) days after mailing. During any time that an encumbrance exists against Tenant's interest under the Lease and the leasehold estate, the Lender represented by such encumbrance shall be entitled to notice under this Section at the address such Lender shall designate in writing. Notices shall be sent to the addresses for notice set forth below unless, after execution hereof, any party or any Lender changes its address for notice by notifying all other parties and/or any Lender in writing of such new address.

Landlord: Columbia College
11600 Columbia College Drive
Sonora, CA 95370
Attention: President

With a copy to:

Tenant: Francis J. Pogacar, Trustee
8375 La Riviera Drive
Sacramento, CA 95826

With a copy to:

e. Conditions. All covenants and agreements in this Restated Ground Lease are declared to be conditions to this Restated Ground Lease and to the Term hereby demised to Tenant.

f. Waiver. Waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Restated Ground Lease, nor shall it be considered to be a waiver by such party of any covenant, condition or promise hereunder.

g. Binding. All of the rights, benefits, duties, liabilities, and obligations of the parties under this Restated Ground Lease shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns.

h. Severability. Should any provision of this Restated Ground Lease be held by a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions of this Restated Ground Lease shall remain in full force and effect, unimpaired by such holding.

i. Governing Law. This Restated Ground Lease and all matters relating thereto shall be governed by and construed in accordance with the laws of the State of California.

j. Time. Time is expressly declared to be of the essence in this Restated Ground Lease and every provision contained herein.

k. Integration. This Restated Ground Lease, all attached exhibits, and all related documents referred to in this Restated Ground Lease, constitute the entire agreement

between the parties. There are no oral or parol agreements which are not expressly set forth in this Restated Ground Lease and the related documents being executed in connection with this Restated Ground Lease.

l. Covenants Run With Land.

(1) The agreements, covenants and conditions in this Restated Ground Lease are and shall be deemed to be covenants running with the land and the reversion and shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective successors and assigns and all subsequent Landlords and Tenants respectively hereunder.

(2) All references in this Restated Ground Lease to "Tenant" or "Landlord" shall be deemed to refer to and include successors and assigns of Tenant or Landlord, respectively, without specific mention of such successors or assigns.

m. Estoppel Certificates. Either party ("Responding Party") shall, upon not less than ten (10) business day's written notice from the other party ("Requesting Party") execute, acknowledge and deliver to the Requesting Party and/or a Lender, a statement in writing certifying that (1) this Restated Ground Lease is unmodified and in full force and effect (or, if there have been modifications, that this Restated Ground Lease is in full force and effect, as modified, and stating the modifications), (2) the dates, if any, to which the Rent, and other monetary obligations have been paid, (3) acknowledging that there are not, to the Responding Party's knowledge, any uncured defaults on the part of the Requesting Party, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by a prospective purchaser, mortgagee or trustee under a deed of trust of the Leased Premises or any part thereof.

n. Independent Counsel. Landlord and Tenant each acknowledge that: (1) they have been represented by independent counsel in connection with this Restated Ground Lease; (2) they have executed this Restated Ground Lease with the advice of such counsel; and (3) this Restated Ground Lease is the result of negotiations between the parties hereto and the advice and assistance of their respective counsel. The fact that this Restated Ground Lease was prepared by Landlord's counsel as a matter of convenience shall have no import or significance. Any uncertainty or ambiguity in this Restated Ground Lease shall not be construed against Landlord because Landlord's counsel prepared the document.

o. Memorandum of Lease. Contemporaneously with the execution of this Restated Ground Lease, Landlord and Tenant will execute and acknowledge for recordation in the Official Records of the County of Tuolumne, California a Memorandum of Lease in the form of Exhibit "F" attached hereto and incorporated by this reference.

p. Counterparts. This Restated Ground Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The execution of this Restated Ground Lease shall be deemed to have occurred, and this Restated Ground Lease shall be enforceable and effective, only upon the complete execution of this Restated Ground Lease by Landlord and Tenant.


IN WITNESS WHEREOF, the undersigned have executed this Restated Ground Lease on the date first set forth above.

“Landlord”

YOSEMITE COMMUNITY COLLEGE DISTRICT,
a California community college district

By: 
Its: _____
Name: _____

“Tenant”


FRANCIS J. POGACAR, Trustee,
Francis J. Pogacar Family Revocable Trust,
udt dated May 16, 2003

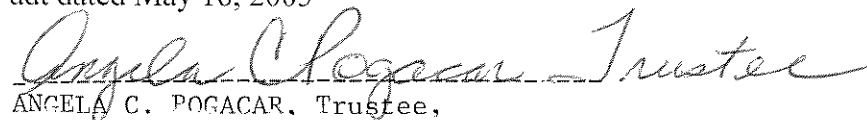

ANGELA C. POGACAR, Trustee,
Francis J. Pogacar Family Revocable Trust
udt dated May 16, 2003

Exhibit A

Legal Description of Real Property

All of that real property located in the unincorporated area, County of Tuolumne, State of California, described below:

A portion of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 13, Township 2 North, Range 14 East, Mount Diablo Meridian, more particularly described as follows:

Beginning at a point from which the Northwest corner of Parcel "B" as shown in Volume 9 of parcel Maps, at Page 90 in the office of the Tuolumne County Recorder, bears North 72° 32' 15" East 29.59 feet;

Thence South 491.01 feet;

Thence from a tangent which bears North 41° 00' West, along a curve, concave to the Southwest having a radius of 105.00 feet, a central angle of 50° 00' 00" and an arc length of 91.63 feet to a point of reverse curvature;

Thence along a curve concave to the Northeast having a radius of 105.00 feet, a central angle of 28° 00' 00" and an arc length of 51.31 feet;

Thence North 63° 00' West, 86.40 feet;

Thence Northwesterly along a tangent curve concave to the Northeast having a radius of 110.00 feet, a central angle of 8° 00' 00" and an arc length of 15.36 feet;

Thence North 55° 00' West, 123.49 feet;

Thence Northwesterly along a tangent curve concave to the Southwest having a radius of 260.00 feet, a central angle of 30° 20' 00" and an arc length of 137.65 feet;

Thence North 85° 20' West, 106.50 feet;

Thence South 77° 00' West, 60.00 feet;

Thence North, 284.20 feet;

Thence East, 614.46 feet to the point of Beginning.

Exhibit B

Existing Parking Lot

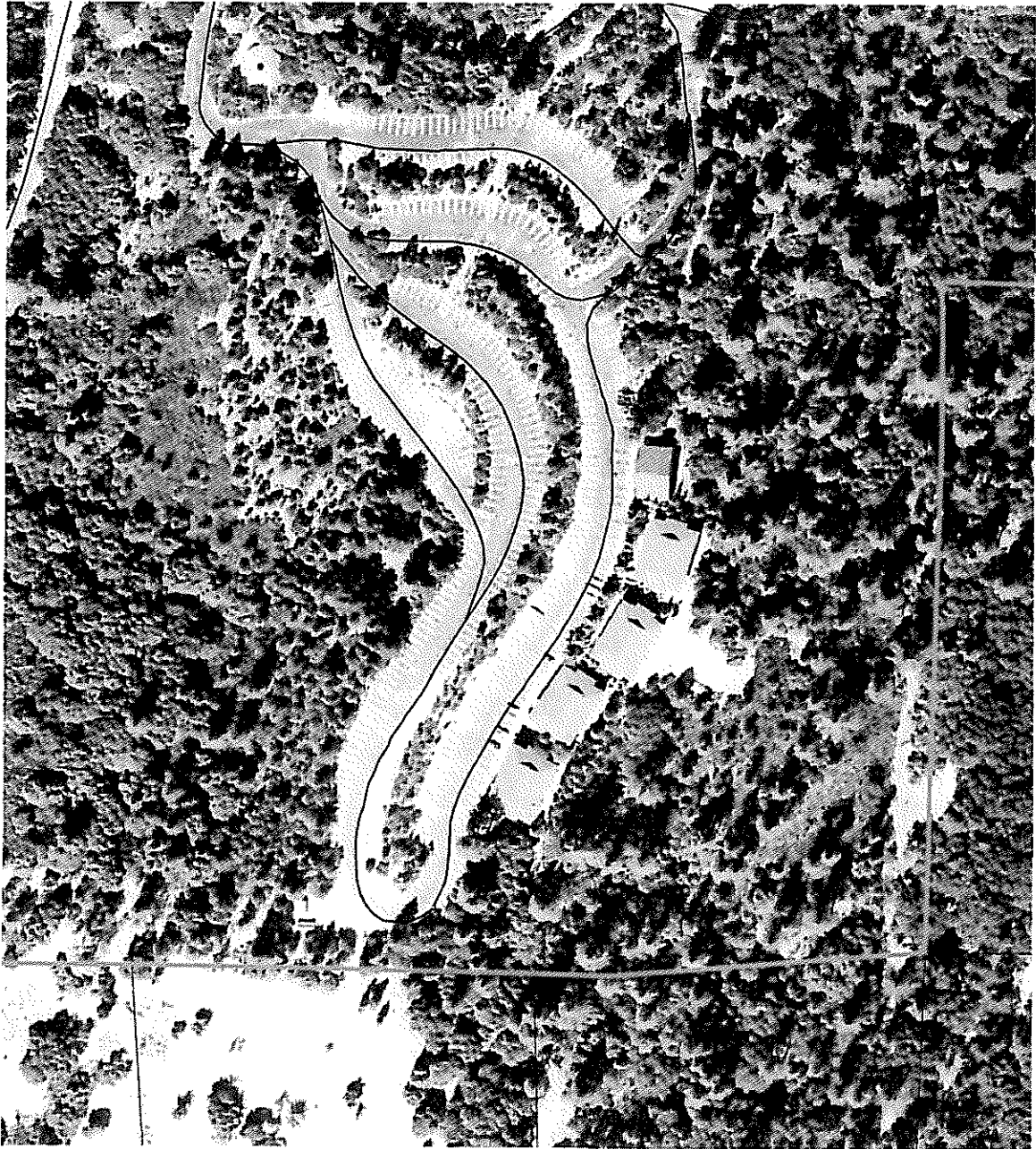


Exhibit C

Security Procedures

Security is provided by a combination of the Onsite Security Guard, Resident Assistants, and the Director of Housing.

Each Resident Assistant (RA) is responsible for their designated building and is on call 24/7. There is no requirement that the RA be in his area at all times unless the RA is the Duty RA for the period.

The Duty RA is required to make patrols of the entire complex every 10 to 20 minutes at random times enforcing housing rules and regulations and helping residents as necessary. The patrols are made between 5 pm and midnight 7 days a week. The Duty RA is on primary call from midnight to 9 am. On Saturdays and Sundays the Duty RA conducts patrols every 10 to 20 minutes from 9 am to 2 am.

The Onsite Security Guard (SG) resides in housing and is on call 24/7 with a company cell phone. The SG is required to make patrols every 10 to 20 minutes in coordination with the Duty RA. The SG patrols are conducted Sunday through Thursday between 7 pm and 2 am. On Friday and Saturday the SG is on call in his residence. The SG notifies the Duty RA if departing the residence. The SG monitors the video surveillance cameras in areas with suspicious or increased activity.

The SG and or the Duty RA meet with campus security at midnight to coordinate on any problems in the parking lot.

The Director of Housing is on duty Monday through Friday from 9 am to 5 pm and conducts patrols every 30 to 60 minutes.

Exhibit D

LONG TERM MAINTENANCE PLAN

EXTERIOR

ROOF – Inspect every 5 years and repair or replace as necessary

SIDING – Inspect annually and replace worn siding and paint as necessary

SIDEWALKS & STAIRS – Inspect annually and repair as necessary. Pressure wash monthly

LIGHTING – Inspect daily and replace bulbs and fixtures as necessary

DOORS – Inspect after move out and repair doors and frames as necessary. Inspect exterior doors daily and repair as necessary

WINDOWS/SCREENS – Inspect daily and repair as necessary

PEST CONTROL – Contract licensed contractor to treat as necessary, quarterly

INTERIOR

FLOORS

KITCHEN/LIVING ROOM – Inspect after move out and replace damaged/worn floors with commercial grade tile

BEDROOMS – Inspect after move out and replace damaged or worn carpet with commercial grade carpet

BATHROOM – Inspect after move out and replace damaged or worn lino with ceramic tile

WALLS – After move out, repair holes, texture and paint as necessary

DOORS – Inspect after move out and repair and paint doors and frames as necessary

HEALTH AND SAFETY INSPECTIONS

Health and safety inspections are performed by staff at least two times during each semester. The interior of each lived in unit is inspected to insure all smoke detectors, bathroom fans, doors (exterior and interior), windows are in proper working order and secure. Units are inspected for cleanliness. Smoke detector batteries are replaced. Air filters are changed to insure Heat or Air is in proper working order.

APPLIANCES

STOVE UNITS – Inspect after move out and if defective replace with free standing stove with self-cleaning oven and full sink

REFRIGERATORS – Inspect after move out and replace broken or missing parts or replace as necessary

HV/AC – Check operation annually and replace filters quarterly and repair or replace units as required

HOTWATER HEATERS – Check operation after move out and repair or replace as necessary

ELECTRICAL – Inspect all outlets, circuit breakers and switches after move out and replace as necessary

PLUMBING – Inspect all sinks, showers and commodes after move out and repair any leaks or replace damaged or worn fixtures as necessary

FURNISHINGS - Inspect all wardrobes, desks, tables, chairs, beds and lamps after move out and repair or replace as necessary

ONGOING MAINTENANCE – Maintain full time or on call maintenance personnel to perform ongoing repairs as needs occur

CLEANING – Prior to move in, hire contract cleaners to thoroughly clean each unit

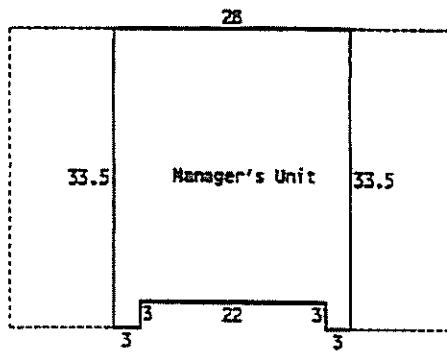
GROUNDS AND RECREATIONAL FACILITIES – Trim all trees annually as required. Spray weeds with herbicide and pre-emergent spring and fall. Inspect volleyball court and deck quarterly and repair as required

Exhibit E
Specifications

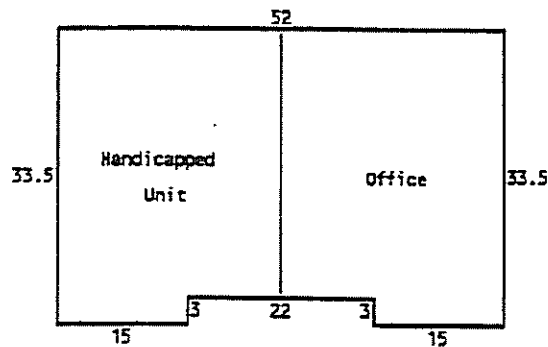
FLOOR PLANS

EXHIBIT E

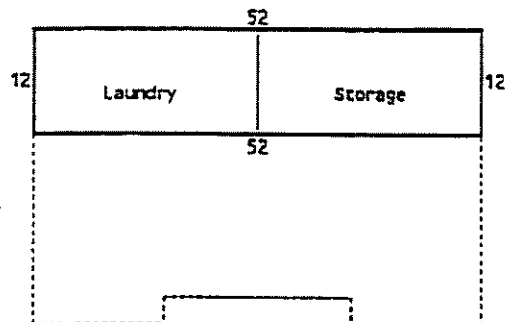
Building Sketch



UPPER LEVEL



MAIN LEVEL

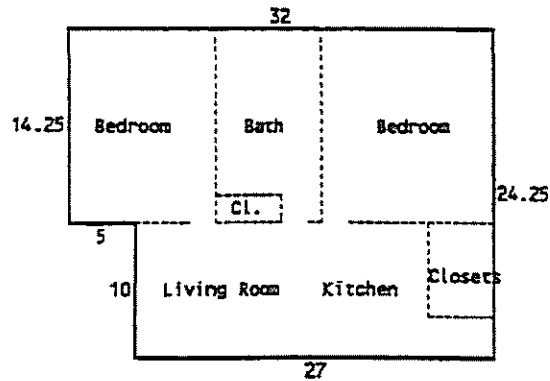


GROUND LEVEL

BUILDING A

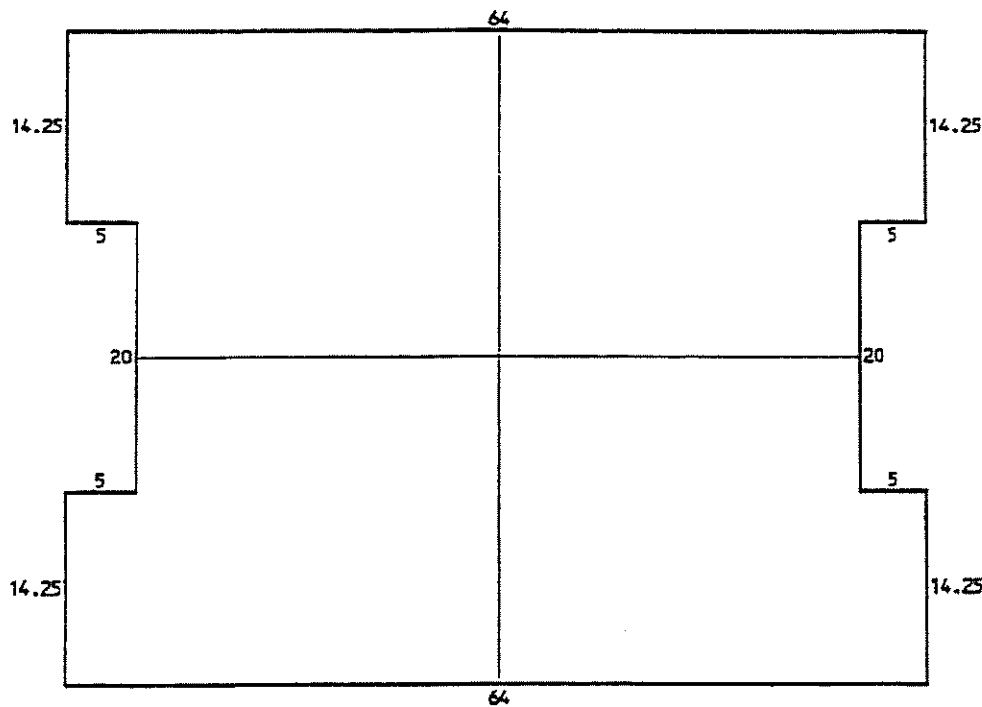
UPPER LEVEL				MAIN LEVEL				GROUND LEVEL			
30.5	x	28	=	854		30.5	x	52	=	1586	
3	x	3	=	9		3	x	15	=	45	
3	x	3	=	9		3	x	15	=	45	
Subtotal		872	SF	Subtotal		1676	SF	Total OTHER		3172	SF
Total		872	SF	Total		1676	SF				

Building Sketch



TYPICAL UNIT

TYPICAL UNIT		
14.25 x 32	=	456
10 x 27	=	270
Subtotal		726 SF
Total		726 SF



TYPICAL FLOOR PLAN

BUILDINGS B, C, D & E

TYPICAL FLOOR PLAN		
14.25 x 64	=	912
20 x 54	=	1080
14.25 x 64	=	912
Subtotal		2904 SF
Total		2904 SF
Total OTHER		3630 SF

IMPROVEMENT INFORMATION - CONTINUED

Building Sizes:

<i>Building A:</i>	<u>S.F.</u>	
<i>Manager's Apartment</i>		872
<i>Handicapped Unit</i>	838	
<i>Office</i>	838	
<i>Laundry</i>	312	
<i>Storage</i>		312

Buildings B, C, D & E:
 2,904 SF x 3 Floors x 4 buildings 34,848

Gross Building Area 38,020

Net Rentable Area 35,686

Exhibit F

Memorandum of Lease [Form]

Recorded at the request of
and when recorded, return to:

Barbara J. Savery, Esq.
Petrulakis Jensen & Friedrich, LLP
1130 – 12th Street, Suite B
Modesto, CA 95353

FORM OF
MEMORANDUM OF AMENDED AND RESTATED
GROUND LEASE AND MANAGEMENT AGREEMENT

This Memorandum of Amended and Restated Ground Lease and Management Agreement, is dated as of _____, 2012, by and between YOSEMITE COMMUNITY COLLEGE DISTRICT, a California community college district (“District”), and FRANCIS J. POGACAR and ANGELA C. POGACAR, Trustees, Francis J. Pogacar Revocable Family Trust, udt dated May 16, 2003 (“Pogacar”), with reference to the following:

1. That by this Memorandum of Amended and Restated Ground Lease and Management Agreement, and on the terms and conditions set forth in that certain Amended and Restated Ground Lease and Management Agreement, dated of even date herewith, executed by and between District, as Landlord, and Pogacar, as Tenant, all of which terms and conditions are incorporated by this reference as though fully and completely set forth herein, Landlord has leased and does hereby lease to Tenant and Tenant has leased and does hereby lease from Landlord the real property located in Tuolumne County, California, more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

2. That the Amended and Restated Ground Lease and Management Agreement shall be for a term which commenced on August 17, 1984, and will end on August 17, 2024. Tenant is not entitled to extend the term.

3. That this Memorandum of Amended and Restated Ground Lease and Management Agreement may be executed in counterparts.

IN WITNESS WHEREOF, this Memorandum of Amended and Restated Ground

Lease and Management Agreement has been executed the day and year first set forth above.

“Landlord”

YOSEMITE COMMUNITY COLLEGE DISTRICT,
a California community college district

By: _____

Name: Joan E. Smith

Its: Chancellor

“Tenant”

Francis J. Pogacar, Trustee

Angela C. Pogacar, Trustee

STATE OF CALIFORNIA

On _____ before me, _____ a 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.

_____, Notary Public

STATE OF CALIFORNIA

On _____ before me, _____ a 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.

_____, Notary Public

Print Name: _____

Exhibit A

Legal Description of Real Property

All of that real property located in the unincorporated area, County of Tuolumne, State of California, described below:

A portion of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 13, Township 2 North, Range 14 East, Mount Diablo Meridian, more particularly described as follows:

Beginning at a point from which the Northwest corner of Parcel "B" as shown in Volume 9 of parcel Maps, at Page 90 in the office of the Tuolumne County Recorder, bears North 72° 32' 15" East 29.59 feet;

Thence South 491.01 feet;

Thence from a tangent which bears North 41° 00' West, along a curve, concave to the Southwest having a radius of 105.00 feet, a central angle of 50° 00' 00" and an arc length of 91.63 feet to a point of reverse curvature;

Thence along a curve concave to the Northeast having a radius of 105.00 feet, a central angle of 28° 00' 00" and an arc length of 51.31 feet;

Thence North 63° 00' West, 86.40 feet;

Thence Northwesterly along a tangent curve concave to the Northeast having a radius of 110.00 feet, a central angle of 8° 00' 00" and an arc length of 15.36 feet;

Thence North 55° 00' West, 123.49 feet;

Thence Northwesterly along a tangent curve concave to the Southwest having a radius of 260.00 feet, a central angle of 30° 20' 00" and an arc length of 137.65 feet;

Thence North 85° 20' West, 106.50 feet;

Thence South 77° 00' West, 60.00 feet;

Thence North, 284.20 feet;

Thence East, 614.46 feet to the point of Beginning.

Recorded at the request of
and when recorded, return to:

Barbara J. Savery, Esq.
Petrulakis Jensen & Friedrich, LLP
1130 – 12th Street, Suite B
Modesto, CA 95353

MEMORANDUM OF AMENDED AND RESTATED
GROUND LEASE AND MANAGEMENT AGREEMENT

This Memorandum of Amended and Restated Ground Lease and Management Agreement, is dated as of February 6, 2012, by and between YOSEMITE COMMUNITY COLLEGE DISTRICT, a California community college district (“District”), and FRANCIS J. POGACAR and ANGELA C. POGACAR, Trustees, Francis J. Pogacar Revocable Family Trust, udt dated May 16, 2003 (“Pogacar”), with reference to the following:

1. That by this Memorandum of Amended and Restated Ground Lease and Management Agreement, and on the terms and conditions set forth in that certain Amended and Restated Ground Lease and Management Agreement, dated of even date herewith, executed by and between District, as Landlord, and Pogacar, as Tenant, all of which terms and conditions are incorporated by this reference as though fully and completely set forth herein, Landlord has leased and does hereby lease to Tenant and Tenant has leased and does hereby lease from Landlord the real property located in Tuolumne County, California, more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

2. That the Amended and Restated Ground Lease and Management Agreement shall be for a term which commenced on August 17, 1984, and will end on August 17, 2024. Tenant is not entitled to extend the term.

3. That this Memorandum of Amended and Restated Ground Lease and Management Agreement may be executed in counterparts.

IN WITNESS WHEREOF, this Memorandum of Amended and Restated Ground

Lease and Management Agreement has been executed the day and year first set forth above.

“Landlord”

YOSEMITE COMMUNITY COLLEGE DISTRICT,
a California community college district

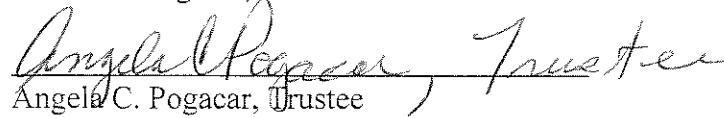
By: _____

Name: Joan E. Smith

Its: Chancellor

“Tenant”


Francis J. Pogacar, Trustee


Angela C. Pogacar, Trustee

STATE OF CALIFORNIA }
COUNTY OF Sacramento } ss

On 2/6/2012 before me, S. Reyes a Notary
(date)

Public, personally appeared Francis J. Pogacar
(name of signer)

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.

S. Reyes, Notary Public
Print Name: S. Reyes



STATE OF CALIFORNIA }
COUNTY OF Sacramento } ss

On 2/6/2012 before me, S. Reyes a Notary
(date)

Public, personally appeared Angela C. Pogacar
(name of signer)

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.

S. Reyes, Notary Public
Print Name: S. Reyes



Exhibit A

Legal Description of Real Property

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Thence South 491.01 feet;

Thence from a tangent which bears North $41^{\circ} 00'$ West, along a curve, concave to the Southwest having a radius of 105.00 feet, a central angle of $50^{\circ} 00' 00''$ and an arc length of 91.63 feet to a point of reverse curvature;

Thence along a curve concave to the Northeast having a radius of 105.00 feet, a central angle of $28^{\circ} 00' 00''$ and an arc length of 51.31 feet;

Thence North $63^{\circ} 00'$ West, 86.40 feet;

Thence Northwesterly along a tangent curve concave to the Northeast having a radius of 110.00 feet, a central angle of $8^{\circ} 00' 00''$ and an arc length of 15.36 feet;

Thence North $55^{\circ} 00''$ West, 123.49 feet;

Thence Northwesterly along a tangent curve concave to the Southwest having a radius of 260.00 feet, a central angle of $30^{\circ} 20' 00''$ and an arc length of 137.65 feet;

Thence North $85^{\circ} 20'$ West, 106.50 feet;

Thence South $77^{\circ} 00'$ West, 60.00 feet;

Thence North, 284.20 feet;

Thence East, 614.46 feet to the point of Beginning.

Lease and Management Agreement has been executed the day and year first set forth above.

“Landlord”

YOSEMITE COMMUNITY COLLEGE DISTRICT,
a California community college district

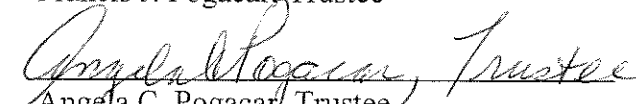
By: _____

Name: Joan E. Smith

Its: Chancellor

“Tenant”


Francis J. Pogacar, Trustee


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