ENTRY PERMIT

THIS ENTRY PERMIT (this "Permit"), dated as of February 6, 2018, is made by and between TRACY BPS, LLC, a Delaware limited liability company ("Owner"), and JEFFERSON SCHOOL DISTRICT ("District").

RECITALS

A. Owner owns that certain real property located in the City of Tracy, County of San Joaquin, State of California, as more particularly depicted on Exhibit "A" attached hereto and incorporated herein by this reference, a portion of which is proposed for a future school site (that portion referred to herein as the "Property").

B. District is evaluating the feasibility of constructing a future school on the Property. Such evaluation includes certain environmental assessment required by the Department of Toxic Substances Control prior to new school construction.

C. In furtherance of the District's environmental assessment, the District desires to enter the Property for the purposes set forth in this Permit and for no other purpose.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and District hereby agree as follows:

1. **Term of Permit**. This Permit shall commence as of the date hereof and shall continue until the earlier of: (i) sixty (60) days from the date hereof or (ii) the date District's environmental assessment is completed.

2. **License to Enter Property**. Subject to the conditions hereafter stated, Owner shall allow District and District's officers, directors, members, partners, employees, agents, representatives, consultants and contractors ("District's Representatives") access to the Property for the term of this Permit, provided: (a) Owner shall have the right to be present during District's access to the Property; and (b) Owner shall have the right to pre-approve (in Owner's sole and absolute discretion) any physically intrusive testing of the Property.

3. **Use of License**. In conducting any inspections, investigations or tests of the Property, District and District's Representatives shall: (i) not materially interfere with the business, operation and maintenance of the Property; (ii) not damage any part of the Property; (iii) not injure or otherwise cause bodily harm to Owner or its agents, guests, invitees, tenants, contractors and employees; (iv) comply with all applicable laws; (v) promptly pay when due the costs of all tests, investigations and examinations done with regard to the Property; (vi) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; (vii) repair any damage to the Property resulting directly or indirectly from any such inspections or tests; (viii) not reveal or disclose any information obtained as a result of any inspections, investigations or tests concerning

the Property, except in accordance with the confidentiality standards set forth in Section 6 below. Should District or District's Representatives, cause or permit any lien to be incurred against the Property, District shall cause the removal thereof, and furnish Owner with proof of such removal, within ten (10) business days after receiving notice thereof. District shall provide Owner with at least two (2) business days' prior notice (which notice may be written or telephonic) prior to any such entry which advises Owner of the identity of those persons/parties who will be entering upon the Property and the purpose of such entry.

4. **Insurance**. Prior to entering the Property or performing any inspection, investigation or test, District must deliver a certificate of insurance to Owner evidencing that District and District's Representatives have in place (and which District and District's Representatives shall maintain during the pendency of this Permit): (a) worker's compensation insurance in compliance with applicable law, (b) commercial general liability insurance including premises/operations liability, personal and advertising liability, and products/completed operations coverage, with a combined single limit of $2,000,000 for bodily injury and property damage and $2,000,000 per occurrence for contractual coverage, and (c) automobile liability insurance in an amount not less than $2,000,000 covering all automobiles, including owned, hired and non-owned liability coverage, and equipment owned and/or operated by District and District's Representatives in connection with entry on the Property. The liability policies described herein shall: (i) name Owner, Goldman Sachs Bank USA, J.P. Morgan Securities PLC, Bank of New York Mellon, N630AA LLC, and Sequoia IDF Asset Holdings S.A. (collectively, "Lender"), and any other parties reasonably designated by Owner in writing prior to District's entry on the Property as additional insureds and (ii) include in the policy form or via endorsement that the insured's coverage is primary and any other coverage maintained by the additional insureds shall be non-contributing. All such insurance shall be issued by insurance companies admitted or authorized to do business in California and whose rating is the most recent AM Best's Rating of A-VII or better and shall contain provisions that the issuing insurance companies waive the rights of recovery or subrogation against Owner. District shall endeavor to provide Owner thirty (30) days' notice of cancelation or material change to coverage.

5. **Indemnification**. District hereby agrees to indemnify, defend, and hold (a) Owner; (b) any affiliates of Owner; (c) any officer, director, trustee, member, manager, partner, employee or representative of Owner or such affiliates ((b) and (c) being collectively referred to as the "Owner Parties"); and (d) Lender free and harmless from and against any and all losses, costs, damages, claims, liabilities, defects, fees, penalties, fines, expenses, demands or obligations of any kind or nature whatsoever (collectively, "Liabilities") (including reasonable attorneys' fees, expenses and disbursements) to the extent arising out of or resulting from District's or District's Representatives' negligent entry on the Property and/or the negligent conduct of any inspections, investigations or tests on the Property by District or any of District's Representatives. The foregoing indemnity shall survive the termination of this Permit. The foregoing indemnity does not include or extend to: (a) the pre-existing presence or discovery of hazardous materials or any other pre-existing condition of the Property; (b) the results or findings of any tests, studies or reports resulting from or related to any inspections; (c) the effect of any governmental action which results from such tests, studies or reports; or (d) the acts or omissions of the Owner Parties.

6. **Confidentiality**. District acknowledges that any information about Owner has been and will be delivered solely to assist District in evaluating the Property. District shall not

disclose the results of any investigations, inspections or tests performed by District with respect to the Property, except (a) to any persons who are assisting District in evaluating the Property and who have agreed to preserve the confidentiality of such information as required hereby; (b) as required by law, including but not limited to the provisions of the California Public Records Act; (c) if the contents are within the public domain; (d) if the contents have been disclosed by third parties to District not in violation of this section; or (e) as necessary to District obtaining the approvals on the Property.

7. **Miscellaneous**.

7.1 Notices. Any notice which either party may desire to give to the other party must be in writing and shall be effective (i) when personally delivered by the other party or by messenger or courier; (ii) three (3) business days after deposit in the United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of an electronic mail or fax transmission (as evidenced by a computer generated receipt confirming a successful transmission), provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other parties hereto:

If to District:

Jefferson School District
1219 Whispering Wind Drive
Tracy, California 95377
Attention: James W. Bridges, Ed.D.
Superintendent
Telephone: (209) 836-3388
Facsimile: (209) 836-2930
Email: jbridges@sjcoe.net

With copies to:

Atkinson, Andelson, Loya, Ruud & Romo
10 River Park Place East, Suite 240
Fresno, California 93720
Attention: David A. Soldani
Telephone: (559) 221-2869
Facsimile: (559) 225-3416
Email: DSoldani@aalrr.com

If to Owner:

Tracy BPS, LLC
c/o Integral Communities
888 San Clemente, Suite 100

Newport Beach, CA 92660
Attention: John Stanek and Caren Read, Esq.
Telephone: (949) 720-3612
Facsimile: (949) 720-3613
E-Mail: jstanek@integralcommunities.com
cread@integralcommunities.com

With copies to:

Rutan & Tucker, LLP
611 Anton Boulevard, 14th Floor
Costa Mesa, CA 92626
Attention: Joseph L. Maga III
Telephone: (714) 662-4648
Facsimile: (714) 546-9035
E-Mail: jmaga@rutan.com

7.2 Time of the Essence. Time is of the essence of this Permit and each and every term and provision hereof.

7.3 Interpretation; Governing Law. This Permit shall be construed as if prepared by both parties. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Permit against the party that has drafted it is not applicable and is waived. This Permit shall be construed, interpreted and governed by the laws of the State of California and the laws of the United States of America prevailing in California.

7.4 Severability. If any provision of this Permit, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Permit and application of such provision to other circumstances, shall be interpreted so as best to reasonably effect the intent of the parties hereto.

7.5 Attorneys' Fees. In the event of any dispute, legal action or other proceeding between the parties regarding or arising out of this Permit (an "Action"), the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys' fees, court costs and litigation expenses, as determined by the court.

7.6 Entire Agreement; Amendments. This Permit, together with the other written agreements referred to herein, is intended by the parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the parties. As such, this Permit supersedes any prior understandings between the parties, whether oral or written. Any amendments to this Permit shall be in writing and shall be signed by all parties hereto.

7.7 No Waiver. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of

any party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

7.8 Assignment. District shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Owner.

7.9 Binding Effect. This Permit shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

7.10 Headings; Cross-References; Exhibits. The headings and captions used in this Permit are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Permit.

7.11 Survival. All covenants and obligations contained in this Permit which imply or require performance after its termination (including without limitation all provisions regarding indemnity, release, and insurance) shall survive any such termination.

7.12 Execution in Counterpart. This Permit and any modifications, amendments or supplements thereto may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart. The parties may also deliver executed copies of this Permit to each other by facsimile or electronic mail, which facsimile or electronic mail signatures shall be binding. Any facsimile or electronic mail delivery of signatures shall be followed by the delivery of executed originals.

[Signatures appear on following page.]

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

OWNER:

TRACY BPS, LLC,
a Delaware limited liability company

By:_____
Name: John Stanek
Title: Authorized Representative

DISTRICT:

JEFFERSON SCHOOL DISTRICT

By:_____
Name:_____
Title:_____

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

OWNER:

TRACY BPS, LLC,
a Delaware limited liability company

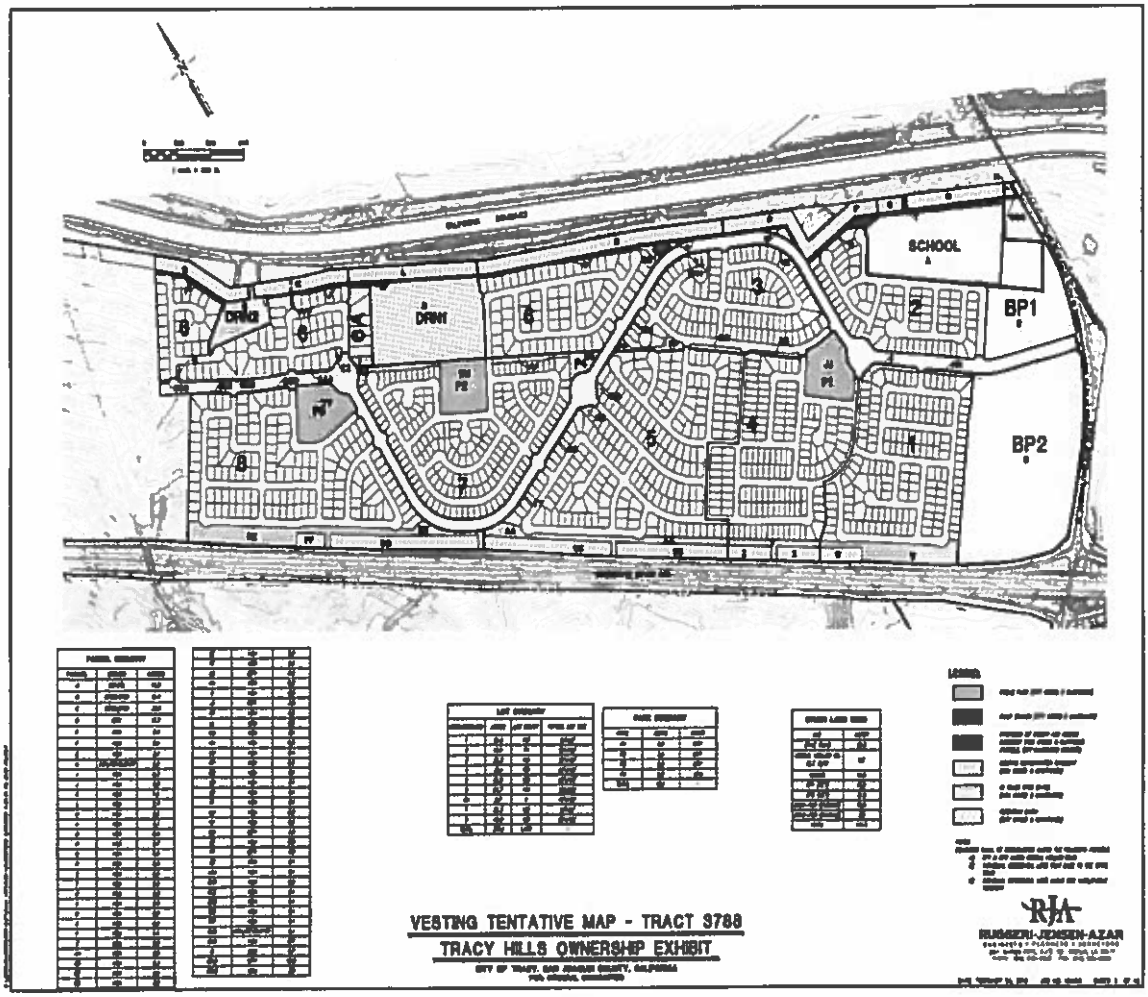
By:_____
Name:_____
Title:_____

DISTRICT:

JEFFERSON SCHOOL DISTRICT

By: [signature]
Name: James W. Bridges
Title: Superintendent

EXHIBIT "A"

DESCRIPTION OF PROPERTY

That portion of Owner's property proposed for a future school, as depicted below: