

CONSENT TO ASSIGNMENT AND FIRST AMENDMENT TO LEASE

This Consent to Assignment and First Amendment (“**Amendment**”) is made by and between San José Unified School District, a California public school district (“**Landlord**” or “**District**”), and SHPF Management & Services, a California nonprofit public benefit corporation (“**Assignee**” and “**Tenant**”), with respect to the Lease dated October 23, 2015, by and between District, DCP Facilities 2, LLC (“**DCP Facilities**”), a California limited liability company, and Downtown College Prep Foundation (“**Foundation**” or, collectively with DCP Facilities, “**Assignor**”), a nonprofit public benefit corporation formed under Section 509(a)(3) of the Internal Revenue Code as a supporting organization for Across the Bridge Foundation, and the Memorandum of Lease recorded April 7, 2016, as Instrument Number 23269505 in the Official Records of Santa Clara County, California (collectively, “**Original Lease**” and as amended hereby, the “**Lease**”), which is incorporated herein by this reference. By means of Court Order filed June 3, 2025 (the “**Order**”), Ryan C. Baker has been appointed as Receiver for Assignor’s interest in the Lease and the Improvements pursuant to Section 564 of the California Code of Civil Procedure (“**CCP**”) in that certain civil action entitled Wilmington Trust, National Association, et al. v. Downtown College Prep Foundation, et al., Case No. 25CV465350 (the “**Action**”), now pending in the Superior Court of the State of California for the County of Santa Clara (the “**Court**”). Pursuant to the Order, Mr. Baker is vested with all the rights, powers, duties, immunities, and obligations of a Receiver, as that term is used under California statutory and case law, and he is authorized to control and operate the Property (defined in **Exhibit “A-1”** to the Assignment and Assumption of Ground Lease). All capitalized terms not otherwise defined herein shall have the meaning specified in the Original Lease. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby amend the Original Lease as follows:

1. **Assignment.** RYAN C. BAKER, solely in his capacity as court-appointed receiver for Assignor, and Tenant are under contract for Assignor to assign to Tenant the Lease. Landlord hereby consents to such assignment and approves the form of assignment attached hereto as **Exhibit “A”** and incorporated herein by this reference. The date the assignment becomes effective is the “**Amendment Date.**”

2. **Amendment.** Landlord and Tenant confirm that the Expiration Date of the Original Lease is February 1, 2067. Effective upon the Amendment Date, Tenant and Landlord hereby amend the Original Lease as follows:

2.1. Original Lease Section 4.B is replaced entirely by the following:

B. Permitted Uses. Tenant shall use the Premises for the following “Permitted Uses,” including the construction and operation of improvements and the use thereof primarily for the following uses, and for no other uses or purposes:

(1) **Health and Wellness Activities.** Provide and host a medical clinic to provide physician services to community members; use the

commercial kitchen to provide healthy eating and cooking classes and instruction to community members;

- (2) **Social and Recreational Activities.** Provide rentable space for sports leagues, art classes, and community events such as family reunions and holiday parties; host a sports program utilizing gym facilities that includes fitness classes, age-specific programs, and sports leagues for various age groups;
- (3) **Educational Activities.** Provide and host after-school enrichment and tutoring to local students;
- (4) **Support Services.** Provide rentable space for nonprofit organizations offering social services, including case management, housing navigation, and court-mandated classes and training;
- (5) **Community Spaces.** Provide supervised spaces for community members, primarily teens and seniors, to engage in recreational and social activities in a safe space, including concerts, fundraisers, and meal distribution events;
- (6) **Economic Development.** Provide and host a commercial kitchen to provide job training and instruction in culinary arts and to support local entrepreneurship; and
- (7) **Religious Activities.** Host religious activities and worship services including religious education and training (collectively, "**Permitted Uses**").

2.2. Original Lease Sections 2.C and 2.E and Exhibit B are deleted.

2.3. In Original Lease Section 2.D, "Tenant's school" is changed to "Tenant's Permitted Uses".

2.4. In Original Lease Section 7.A(1), "California charter school educational facilities" is changed to "Tenant's Permitted Uses".

2.5. In Original Lease Section 13.C, "educational mission" is changed to "use".

2.6. Original Lease Section 13.D shall also apply to any refinancing or additional financing.

3. **General.** Tenant acknowledges and agrees that Landlord is not in default (or would be in default but for the passage of time, the giving of notice, or both) under the Lease. Tenant's address for notice purposes is:

SHPF Management & Services
2600 El Camino Real, Suite 410
Palo Alto, CA 94306
Phone: (650) 344-1500
Email:

Except as expressly amended hereby, the Original Lease shall remain unmodified and in full force and effect.

In witness whereof, the undersigned have executed this Amendment as of the date indicated below.

Landlord:

**San José Unified School District,
a California public school district**

By: 
Title: Director of Procurement
Date: 05.12.2026

Tenant:

**SHPF Management & Services,
a California nonprofit public benefit corporation**

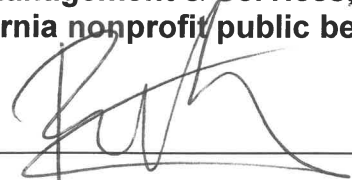
By: 
Title: President
Date: 4-29-26

EXHIBIT "A"

Assignment and Assumption of Ground Lease

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

This document is exempt from documentary transfer tax pursuant to Revenue and Taxation Code Section 11922. This document is exempt from recording fees pursuant to Government Code Section 27383.

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

This Assignment and Assumption of Ground Lease (this "**Assignment**") is made and entered into as _____, 2026, by and between RYAN C. BAKER, solely in his capacity as court-appointed receiver for Tenant ("**Assignor**"), and SHPF MANAGEMENT SERVICES, a California nonprofit public benefit corporation ("**Assignee**"), with reference to the following facts:

RECITALS

A. Reference is made to that certain Ground Lease, dated May 7, 2014 (the "**Ground Lease**"), by and between San José Unified School District, a California public school district, as landlord, and DCP Facilities 2, LLC, a California limited liability company ("**DCP**") and Downtown College Prep Foundation, a California nonprofit public benefit corporation ("**Foundation**") as a supporting organization for Across the Bridge Foundation ("**ABF**"), (DCP, Foundation, and ABF, collectively, "**Tenant**"), as tenant, with respect to certain real property more particularly described in Exhibit "A-1" attached hereto (the "**Real Property**"), as evidenced by that certain Memorandum of Lease recorded April 7, 2016 as Instrument Number 23269505 in the Official Records of Santa Clara County, California.

B. By means of Court Order filed June 3, 2025 (the "**Order**"), Ryan C. Baker has been appointed as Receiver pursuant to Section 564 of the California Code of Civil Procedure ("**CCP**") in that certain civil action entitled Wilmington Trust, National Association, et al. v. Downtown College Prep Foundation, et al., Case No. 25CV465350 (the "**Action**"), now pending in the

Superior Court of the State of California for the County of Santa Clara (the “**Court**”). Pursuant to the Order, Mr. Baker is vested with all the rights, powers, duties, immunities, and obligations of a Receiver, as that term is used under California statutory and case law, and he is authorized to control and operate the Real Property.

C. Assignor desires to assign to Assignee all of Assignor’s right, title, and interest as lessee in and to the Ground Lease, together with all of Assignor’s right, title, and interest in and to any and all improvements situated on the Real Property (the “**Improvements**”), and Assignee desires to accept such assignment and assume all of the lessee’s obligations under the Ground Lease as of the Effective Date, subject to the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Lease. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor’s right, title, and interest in and to the Ground Lease and the Improvements as of the date that this Assignment is recorded (the “**Closing Date**”).
2. Acceptance of Assignment and Obligations. Assignee accepts the assignment of the Ground Lease, and assumes and covenants to keep, perform, and fulfill the terms, covenants, conditions, and obligations required to be kept, performed, and fulfilled by the lessee under the Ground Lease from and after the Closing Date.
3. Indemnification. Assignee shall indemnify, defend (with counsel selected by Assignor) and hold Assignor harmless from and against any and all claims, losses, damages, liabilities, penalties, fines, costs, or expenses (including fees and expenses for court costs, attorney’s fees, expert witness fees, and accountants) arising under the Ground Lease from and after the Closing Date.
4. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding on, successors and assigns of the parties hereto.
5. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original. Signatures transmitted in electronic format shall be valid and binding. The counterparts shall together constitute but one agreement.

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

“**ASSIGNOR**”

“**ASSIGNEE**”

SHPF MANAGEMENT SERVICES, a
California nonprofit public benefit corporation

RYAN C. BAKER, Court-Appointed
Receiver, and not in his individual capacity

By: _____
Name: _____
Its: _____

NOTARIAL ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF SANTA CLARA)

On _____, 2026, before me, _____
Name, Title of Officer (e.g. Jane Doe, Notary Public)

personally appeared _____,
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature (Seal)

NOTARIAL ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF SANTA CLARA)

On _____, 2026, before me, _____
Name, Title of Officer (e.g. Jane Doe, Notary Public)

personally appeared _____,
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT "A-1"

Legal Description