

## LEASE

### EMPLOYMENT AND HUMAN SERVICES DEPARTMENT COMMUNITY SERVICE BUREAU 1470 CIVIC COURT, SUITE 200, CONCORD, CALIFORNIA

This lease ( **Lease** ) is dated \_\_\_\_\_, 2014 (the **Effective Date** ), and is between NUCP Fund I LLC, a California limited liability company (the **Lessor** ), and the County of Contra Costa, a political subdivision of the State of California (the **County** ).

#### **Recitals**

- A. Lessor is the owner of real property located at 1470 Civic Court in Concord (the **Building** ) that is more particularly described in Exhibit A-1- Legal Description.
- B. Lessor desires to lease to County and County desires to lease from Lessor that portion of the Building known as Suite 200, which consists of approximately 17,960 square feet of floor space on the second floor, as more particularly described in Exhibit A-2 Floor Plan, and 75 parking spaces (together, the **Premises** ).
- C. Simultaneous with the execution of this Lease, Lessor and County are entering into a work letter that sets forth how tenant improvements in the Premises are to be constructed, who will undertake the construction of the tenant improvements, who will pay for the construction of the tenant improvements, and the time schedule for completion of the construction of the tenant improvements (the **Work Letter** ). The Work Letter is a part of this Lease.

The parties therefore agree as follows:

#### **Agreement**

1. Lease of Premises. In consideration of the rents and subject to the terms herein set forth, Lessor hereby leases to County and County hereby leases from Lessor, the Premises.
2. Term. The **Term** of this Lease is comprised of an Initial Term and, at County s election, a Renewal Term, each as defined below.
  - a. Initial Term. The **Initial Term** is twelve years, commencing on the Commencement Date, as defined in the Work Letter.
  - b. Renewal Term. The County has one option to renew this Lease for a term of five years (the **Renewal Term** ) upon all the terms and conditions set forth herein.
    - i. The County will provide Lessor with written notice of its election to renew the Lease at least twelve months prior to the end of the Initial Term. However, if the County fails to provide such notice, its right to renew the Lease will not

expire until fifteen working days after the County's receipt of Lessor's written demand that the County exercise or forfeit the option to renew.

- ii. Upon the commencement of the Renewal Term, all references to the Term of this Lease will be deemed to mean the Term as extended pursuant to this Section.
- iii. The County's right to renew this Lease is personal to the County and may not be exercised by or assigned to any person or entity that is not governed by the Contra Costa County Board of Supervisors. The County may not exercise its right to renew this Lease if, at the time the County exercises the renewal option, the County is in material default of this Lease after expiration of applicable cure periods.

3. Rent. The County shall pay rent ( Rent ) to Lessor monthly in advance beginning on the Commencement Date. Rent is payable on the first day of each month during the Initial Term and, if applicable, the Renewal Term in the amounts set forth below:

a. Initial Term.

<u>Months</u>	<u>Monthly Rent</u>
1 - 3	\$ -0-
4 - 72	\$ 26,580
73 - 108	\$ 28,375
109 - 144	\$ 30,170

b. Renewal Term.

<u>Months</u>	<u>Monthly Rent</u>
145 - 174	\$ 31,970
175 - 204	\$ 33,765

c. Fractional Month. Rent for any fractional month will be prorated and computed on a daily basis with each day's rent equal to one-thirtieth (1/30) of the monthly Rent.

d. Late Payment. The County acknowledges that the late payment of Rent by the County will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges that may be imposed on Lessor by a lender. Accordingly, if Rent is not received by Lessor within ten days after written notice from Lessor to the County that the unpaid Rent is due, then without any requirement for any further notice to the County, the County shall immediately pay to Lessor a one-time late charge equal to 5% of the unpaid Rent. The parties agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of the late charge by Lessor does not constitute a waiver of the County's default or breach with respect

to the overdue amount or prevent the exercise of any other rights and remedies granted hereunder. In addition, any monetary payment due Lessor hereunder, other than late charges, that is not paid within ten days following written notice from Lessor to the County that such payment is due, will bear interest from its due date, as to scheduled payments, or the 31<sup>st</sup> day after it was due, as to non-scheduled payments. Interest is to be computed at the lesser of 5% per annum and the maximum rate allowed by law.

4. Moving Allowance. Lessor shall pay County within fifteen days following occupancy of the Premises Fifty Thousand Dollars (\$50,000) as a moving allowance.
5. Parking. During the Term, Lessor shall provide County, at no cost, 57 parking spaces in the parking lot on a non-exclusive and first-come first serve basis, and 18 parking spaces in the underground parking garage of the Building.
6. Use. The County may use the Premises for the purpose of conducting various functions of County and any other purpose permitted by law.
7. Full Service Lease. This is a full service lease. Lessor shall pay all of the Building's operating costs, including, but not limited to, all maintenance and repairs, real estate taxes, and building insurance. Lessor shall pay for all utilities, including but not limited to, gas and electric service, water, sewer, janitorial and refuse collection services provided to the Premises. Except as set forth below, the County will not reimburse Lessor for any of these costs.
8. Additional Rent. In addition to the rent set forth above, in each year after the First Year, County shall pay Lessor County's Proportionate Share of the Tax Increase. County is not obligated to pay for any other operating expenses incurred or paid by Lessor during the Term.

**First Year** means the twelve-month period beginning July 1, 2014 and ending June 30, 2015.

**Proportionate Share** means the ratio, expressed as a percentage, of the square feet of the Premises to the total square footage of the Building. County's Proportionate Share of the Building is 36%.

**Real Property Taxes** means and includes all taxes and assessments (amortized over the longest period available to Lessor) levied or assessed upon the Building and the real property upon which it is situated, any state or local business taxes or fees measured by or assessed upon gross rentals or receipts, and other governmental charges, general and special, including, without limitation, assessments for public improvements or benefits, that are, during the Term of this Lease, assessed, levied, and imposed by any governmental authority upon the Building. Real Property Taxes do not include any late fees or penalties, any municipal, county, state or federal net income, estate, succession, inheritance, sales, use or franchise taxes of Lessor or

documentary transfer taxes, or tax increases of any kind in connection with the transfer, sale or change in ownership of all or part of the Building during the first five Tax Years of this Lease.

**Tax Increase** means the amount by which Real Property Taxes due for any Tax Year exceed the Real Property Taxes due in the First Year.

**Tax Year** means each twelve-month period after the First Year.

County will pay its proportionate share of any tax increases in connection with the transfer, sale or change of ownership of the Building beginning at the start of the sixth Tax Year of this Lease.

Lessor shall invoice County for any Tax Increase due within ninety days after the end of each Tax Year during the Term. County shall pay the amount so invoiced within fifteen days of receipt of the invoice. County has the right, exercisable upon reasonable prior written notice to Lessor, to inspect Lessor's books and records relating to the amounts charged to County pursuant to this Section 8. County shall cause any such inspection to occur within ninety days of receipt of the annual invoice.

9. Lessor's Furniture. Concurrently with the execution of this Lease, by executing and delivering a Bill of Sale substantially in the form of Exhibit D, Lessor shall grant, sell and convey to the County the following currently located at the Premises: (a) the thirty-three work station cubicles (the **Lessor's Furniture**); and (b) the uninterrupted power supply equipment ( **UPS** ). Lessor's Furniture and UPS will be conveyed pursuant to such Bill of Sale AS-IS /WHERE IS and WITH ALL FAULTS and without representations or warranties of any kind or nature as to merchantability or fitness for a particular purpose. From and after Landlord's delivery of the Bill of Sale, Lessor's Furniture and UPS will be the County's property.
10. County's Furniture. County shall pay for and install new work station cubicles and all other furniture for its occupancy in the Premises ( **County's Furniture** ).
11. Maintenance and Repairs – Interior and Exterior of Building.
  - a. Roof and Exterior of Premises. At no cost to the County, Lessor shall keep the roof and exterior of the Premises in good order, condition, and repair, and shall maintain the structural integrity of the Building, including the exterior doors and their fixtures, closers and hinges, exterior windows, glass and glazing. The County shall maintain all locks and key systems used in the Premises.
  - b. Interior of Premises. The County shall keep and maintain the interior of the Premises, including all pest and rodent control, in good order, condition and repair. Lessor shall repair any damage to the interior caused by Lessor's failure to maintain the exterior in good repair, including damage to the interior caused by roof leaks, window leaks,

and/or interior and exterior wall leaks. The County may install and maintain an interior alarm system.

- c. Janitorial Services. Lessor shall pay for janitorial services in accordance with Exhibit C Janitorial Specifications, which services will not be provided on weekends or generally recognized holidays.
- d. Parking; Exterior and Interior Lighting; Landscaping. At no cost to the County, Lessor shall maintain the parking lot, parking garage, exterior and interior lighting system, and landscaping in good order, condition and repair.
- e. Fire Extinguishers; Smoke Detectors; and Strobe Alarms. At no cost to the County, Lessor shall provide fire extinguishers, smoke detectors, and strobe alarms in the Premises as required by current laws, regulations, and the Fire Marshall. Lessor shall maintain, repair and replace the fire extinguishers, smoke detectors, and strobe alarms as needed.
- f. Services by Lessor. If at any time during the Term, the County's Public Works Director or his or her designee (the **County Representative**) determines that the Premises are in need of maintenance, construction, remodeling or similar service that is beyond Lessor's responsibilities under this Lease, following receipt of a written request from the County Representative, Lessor shall perform such service at an agreed-upon cost to the County. In performing the service, Lessor shall consult with the County's Representative and use either licensed insured contractors or employees of Lessor. Lessor shall obtain the County Representative's prior written approval of the scope, terms, and cost of any contracts. The County Representative may, by giving Lessor thirty days prior written notice, change the level of service, terminate any or all service, or require that a service be performed by a different contractor.
- g. The County shall pay for any heating, ventilation, air conditioning or electrical service provided by Lessor to the County on generally recognized holidays or after Normal Building Hours (which are 7:00 a.m. and 6:00 p.m. Monday – Friday excluding generally recognized holidays), except Lessor shall pay for HVAC service for the electronic data processing equipment located in the telecommunications and data room shown on Final Plans (the **Data Room**). In addition, if the County desires any service in amounts exceeding the services required for desk-top computers, photocopiers, facsimile machines and other office machines of similar low electrical consumption shown on, or provided for in, the Final Plans, Lessee shall pay Lessor the cost of providing such additional services. As of the Effective Date, the After-Hours charge for additional HVAC services is \$60.00 per hour. The County must request after-hours use of any such services in advance and Lessor shall use reasonable efforts to accommodate Lessee requests for such services. Lessor and the County agree that the after-hour HVAC rate will be based upon Landlord's good-faith and reasonable calculation of the utility rates for gas and electricity, the cost of personnel involved in adjusting operating hours, as well as the additional depreciation and maintenance cost of the incremental operation. Further, the parties acknowledge that utility rates vary

upon the day and time of day the utility is consumed and that the cost of additional maintenance and depreciation costs are educated estimates. However, Lessor agrees that Landlord s charge or rate for after-hour HVAC services will not include any additional mark-up or profit, and that the rate will not be punitive in nature.

12. Maintenance and Repairs Building Operating Systems. At no cost to County, Lessor shall repair and maintain the electrical, lighting, water and plumbing systems, the heating, ventilating, and air-conditioning ( **HVAC** ) systems (together, such systems and equipment are the **Operating Systems** ) in good order, condition and repair. Lessor shall obtain and maintain all permits related to the Operating Systems.

If one or more Operating Systems fail, the County Representative, will notify Lessor of such failure and Lessor shall use commercially reasonable efforts to correct the problem. The County Representative s notice of an Operating System failure may be delivered to Lessor by telephone or email as follows:

Contact: Thomas Properties  
Phone Number: (925) 945-6266  
Email Address: samthomas@tiogaconstruction.com

If Lessor fails to respond within twenty-four hours and fails to diligently pursue the repair of the problem within seventy-two hours after the County Representative s notice, County may attempt to correct the problem. Lessor shall reimburse County for any out-of-pocket costs actually incurred by County in repairing, or attempting to repair, an Operating System upon receipt of County s invoice.

13. Perilous Conditions. If the County Representative becomes aware of a condition on the Premises that, in his or her opinion, substantially and significantly threatens the health and safety of County employees and/or invitees (a **Perilous Condition** ), the County Representative will immediately notify Lessor of such Perilous Condition and Lessor shall use best efforts to immediately eliminate the Perilous Condition. The County Representative s notice of a Perilous Condition may be delivered to Lessor by telephone or email as follows:

Contact: Thomas Properties  
Phone Number: (925) 945-6266  
Email Address: samthomas@tiogaconstruction.com

Lessor shall immediately address any condition reasonably constituting an emergency, whether Lessor learns of the condition through County or otherwise.

If Lessor fails to address a Perilous Condition within twenty-four hours after the County Representative s notice or to immediately address an emergency situation, the County may attempt to resolve the Perilous Condition or emergency situation. Lessor shall reimburse County for any out-of-pocket costs actually incurred by the County in

addressing the Perilous Condition or emergency situation promptly upon receipt of County's invoice.

Notwithstanding the provisions of Section 23. Inspection, if an emergency occurs, Lessor may enter the Premises to address the emergency without having to provide advance notice to County.

14. Quiet Enjoyment. Lessor shall warrant and defend County in the quiet enjoyment and possession of the Premises during the Term.
15. Subordination, Non-Disturbance and Attornment. If at any time Lessor has a loan that is secured by a lien of a mortgage or deed of trust encumbering the Building, Lessor shall cause the lender(s) holding such lien to execute and deliver to County a properly executed Subordination, Non-Disturbance and Attornment Agreement that is in substantial conformity with Exhibit B hereto.
16. Assignment and Sublease. The County may not, without the prior written consent of the Lessor, which consent will not be unreasonably withheld or delayed, assign this Lease or sublease the Premises.
17. Alterations; Fixtures and Signs. County may at its sole cost and expense (i) make any lawful and proper minor alterations to the Premises and (ii) attach fixtures and signs ( **County Fixtures** ) in or upon the Premises. Any County Fixtures will remain the property of the County and may be removed from the Premises by the County at any time during the Term. The County is responsible for the cost of all minor alterations and County Fixtures. All alterations and County Fixtures are subject to Lessor's prior written approval and reasonable conditions, and must comply with existing code requirements.
18. Fixture Installation. During the construction of the Tenant Improvements and prior to the Commencement Date, as defined in the Work Letter, the County may install fixtures, telephones, alarm systems, and other items required to prepare the Premises for County's occupancy and store furniture, supplies and equipment on the Premises, provided such work and storage can be effected without unduly interfering with Lessor's completion of the Tenant Improvements, final building inspection, and receipt of an occupancy permit. Such work and storage does not commence the Term of the Lease.
19. Insurance - Lessor.
  - a. Workers Compensation. Throughout the Term, Lessor shall maintain in full force and effect, at its sole expense, workers' compensation insurance as required by the State of California with statutory limits and employer's liability insurance (for all employees engaged in services or operations at the Premises) with limits no less than \$1 million per accident for bodily injury or disease.
  - b. Commercial General Liability Insurance ( CGL ). Throughout the Term, Lessor shall maintain in full force and effect, at its sole expense, commercial general liability

insurance covering CGL on an occurrence basis, including property damage, bodily injury and personal injury, with limits no less than \$2 million per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Lease and the Building or the general aggregate limit shall be twice the required occurrence limit. The policy coverage shall be primary and non-contributory, and shall name the County as an additional insured.

- c. Automobile. Throughout the Term, Lessor shall maintain in full force and effect, at its sole expense, comprehensive automobile liability insurance in minimum limits of \$500,000 for bodily injury or death to one person and \$1 million for bodily injury or death in any one occurrence and \$500,000 per occurrence for property damage.
- d. Excess Liability. Throughout the Term, Lessor shall maintain in full force and effect, at its sole expense, excess liability over the insurance required by subsections (a), (b), and (c) of this section with combined minimum coverage of \$5 million.
- e. Property Insurance. Throughout the Term, Lessor shall maintain in full force and effect, at its sole expense, property insurance against all risks of loss to any tenant improvements or betterments at full replacement cost with no coinsurance penalty provision.
- f. Evidence of Insurance. Within ten days after execution of this Lease, Lessor shall provide to the County, on a form approved by the County, an original copy of a Certificate of Insurance. The Certificate of Insurance must certify that the coverage required by this Lease has been obtained and remains in force for the period required by this Lease. All liability insurance carried by Lessor must be primary.
- g. Notice of Cancellation or Reduction of Coverage. Lessor shall cause all policies it is required to obtain under the terms of this Lease to contain a provision that the County is to receive written notification of any cancellation or reduction in coverage at least thirty days prior to the effective date of such cancellation or reduction. Any such notification is to be sent to the County in accordance with Section 29 - Notices.

20. Insurance - County.

- a. Liability Insurance. Throughout the Term, County shall maintain in full force and effect, at its sole expense, a general self-insurance program covering bodily injury (including death), personal injury, and property damage, including loss of use. County shall provide Lessor with a letter of self-insurance affirming the existence of the aforementioned self-insurance program.
- b. Self-Insurance Exclusion. County's self-insurance policy does not provide coverage for (i) areas to be maintained by Lessor under this Lease, or (ii) negligence, willful misconduct, or other intentional acts, errors or omissions of Lessor, its officers, agents, or employees.



21. Surrender of Premises. On the last day of the Term, or earlier termination of this Lease, the County shall peaceably and quietly leave and surrender to Lessor the Premises, along with appurtenances and fixtures at the Premises (except County Fixtures), all in good condition, ordinary wear and tear, damage by casualty, condemnation, acts of God and Lessor's failure to make repairs required of Lessor excepted. The County is not responsible for painting the Premises or for repairing or replacing any floor coverings in the Premises upon the expiration or earlier termination of this Lease.
22. Waste, Nuisance. County may not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of any other occupant of the Building.
23. Inspection. Lessor, or its proper representative or contractor, may enter the Premises by prior appointment between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday, holidays excepted, to determine that (i) the Premises is being reasonably cared for, (ii) no waste is being made and that all actions affecting the Premises are done in the manner best calculated to preserve the Premises, and (iii) County is in compliance with the terms and conditions of this Lease.
24. Destruction. If damage occurs that causes a partial destruction of the Premises during the Term from any cause and repairs can be made within one hundred twenty days (120) from the date of the damage under the applicable laws and regulations of governmental authorities, Lessor shall repair the damage promptly. Such partial destruction will not void this Lease, except that County will be entitled to a proportionate reduction in Rent while such repairs are being made. The proportionate reduction in Rent will be calculated by multiplying Rent by a fraction, the numerator of which is the number of square feet that are unusable by County and the denominator of which is the total number of square feet in the Premises.

If repairs cannot be made within one hundred twenty (120) days, County will have the option to terminate the Lease by so notifying the lessor within thirty (30) days after Lessor reasonably determines, and notifies Lessee in writing of, the estimated time to complete such repairs. As soon as practicable after such damage, Lessor shall diligently and in good faith determine the estimated time to complete such repairs and immediately notify Lessee in writing. If the County does not terminate this Lease, Lessor shall make the repairs within a reasonable time and Rent will be proportionately reduced as provided in the previous paragraph.

This Lease will terminate in the event of a total destruction of the Building or the Premises.

25. Hazardous Material. Lessor warrants to the County that Lessor does not have any knowledge of the presence of Hazardous Material (as defined below) or contamination of the Building or Premises in violation of environmental laws. Lessor shall defend, save, protect and hold the County harmless from any loss arising out of the presence of any Hazardous Material on the Premises that was not brought to the Premises by or at the

request of the County, or its agents, contractors, invitees or employees. Lessor acknowledges and agrees that the County has no obligation to clean up or remediate, or contribute to the cost of cleanup or remediation, of any Hazardous Material unless such Hazardous Material is released, discharged or spilled on or about the Premises by the County or any of its agents, employees, contractors, invitees or other representatives. The obligations of this Section shall survive the expiration or earlier termination of this Lease.

**Hazardous Material** means any substance, material or waste, including lead based paint, asbestos and petroleum (including crude oil or any fraction thereof), that is or becomes designated as a hazardous substance, hazardous waste, hazardous material, toxic substance, or toxic material under any federal, state or local law, regulation, or ordinance.

26. Indemnification.

- a. County. The County shall defend, indemnify and hold Lessor harmless from the County's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, caused by the willful misconduct or the negligent acts, errors, or omissions of the County, its officers, agents or employees in using the Premises pursuant to this Lease, or the County's performance under this Lease, except to the extent caused or contributed to by (i) the structural, mechanical, or other failure of the Building, and/or (ii) the negligent acts, errors, or omissions of Lessor, its officers, agents, or employees.
- b. Lessor. Lessor shall defend, indemnify and hold the County harmless from Lessor's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, caused by the willful misconduct or the negligent acts, errors or omissions of Lessor, its officers, agents, employees, with respect to the Premises, or Lessor's performance under this lease, or the Lessor's performance, delivery or supervision of services at the Building, or by the structural, mechanical or other failure of the Building, except to the extent caused or contributed to by the negligent acts, errors, or omissions of the County, its officers, agents, or employees.

27. Default.

The occurrence of any of the following events is a default under this lease:

- a. County.
  - i. The County's failure to pay Rent within ten business days after receipt of a written notice of failure (a **Notice**) from Lessor to the County; provided, however, that the County will have additional time if its failure to pay Rent is due to circumstances beyond its reasonable control, including, without limitation, failure of the County's Board of Supervisors to adopt a budget. In

no event may such additional time exceed seventy-five days after receipt of a Notice.

- ii. The County's failure to comply with any other material term or provision of this Lease if such failure is not remedied within thirty days after receipt of a Notice from Lessor to the County specifying the nature of the breach in reasonably sufficient detail; provided, however, if such default cannot reasonably be remedied within such thirty day period, then a default will not be deemed to occur until the occurrence of the County's failure to comply within the period of time that may be reasonably required to remedy the default, up to an aggregate of ninety days, provided the County commences curing such default within thirty days and thereafter diligently proceeds to cure such default.

b. Lessor.

- i. Lessor's failure to complete the Tenant Improvements in accordance with the Construction Schedule attached to the Work Letter.
- ii. Lessor's failure to perform any other obligation under this Lease if such failure is not remedied within thirty days after receipt of a Notice from County to Lessor specifying the nature of the breach.

28. Remedies.

- a. Lessor. Upon the occurrence of a default by the County, Lessor may, after giving the County written notice of the default in accordance with Section 29 - Notices, and in accordance with due process of law, reenter and repossess the Premises and remove all persons and property from the Premises, and pursue any other remedy available at law.
- b. County. Upon the occurrence of a default by Lessor, the County may exercise any of the following remedies (i) terminate this Lease by giving written notice to Lessor and quit the Premises with no further cost or obligation to the County; (ii) complete, at Lessor's expense, the performance of any required Lessor obligation under this Lease; or (iii) pursue any other remedy available at law.
  - i. Termination under this section is effective on the date the notice is deemed effective in accordance with Section 29 Notices.
  - ii. If the County elects to complete the Tenant Improvements or repair or correct any other Lessor default, the County may, at its sole discretion, elect to either deduct the cost thereof from Rent due to Lessor, or invoice Lessor for the cost of repair, which invoice Lessor shall pay in full promptly upon receipt.

29. Notices. Except as provided in Section 12 - Maintenance and Repairs Building Operating Systems and Section 13 - Perilous Conditions, any notice required or permitted under this Lease must be in writing and delivered by hand, or sent by facsimile with written transmission confirmation, overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Lessor:                   NUCP Fund I LLC  
                                      c/o Thomas Properties  
                                      3100 Oak Road, Suite 140  
                                      Walnut Creek, CA 94597  
                                      Facsimile: (925) 945-8753

To County:                    Contra Costa County  
                                      Public Works Department   Real Estate Manager  
                                      255 Glacier Drive  
                                      Martinez, CA 94553  
                                      Facsimile: (925) 646-0288

Either party may at any time designate in writing a substitute address for that set forth above and thereafter notices are to be directed to such substituted address. If sent in accordance with this Section, all notices will be deemed effective (i) on the date delivered, if delivered by hand, (ii) upon confirmed facsimile transmission, (iii) the next business day, if sent by overnight courier and (iv) three days after being deposited in the United States Postal System.

30. Successors and Assigns. This Lease binds and inures to the benefit of the heirs, successors, and assigns of the parties hereto.
31. Holding Over. Any holding over after the Term of this Lease is a tenancy from month to month and is subject to the terms of this Lease, except the County will pay Rent equal to 125% of the Rent for the period immediately preceding the holdover.
32. Time is of the Essence. In fulfilling all terms and conditions of this Lease, time is of the essence.
33. Governing Law. The laws of the State of California govern all matters arising out of this Lease.
34. Severability. In the event that any provision herein contained is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this Lease will not in any way be affected or impaired.

35. Real Estate Commission. Lessor and County recognize and acknowledge that in negotiating this Lease, Lessor is represented by Collier s International ( **Collier s** ) and County represents itself. Lessor further recognizes and acknowledges that County is entitled to a real estate commission when it represents itself.

The County warrants to Lessor that County s contact with Lessor in connection with this Lease has been directly with Collier s. Lessor warrants that no other broker or finder, other than Collier s and County, can properly claim a right to a leasing commission or a finder's fee based upon contacts between the claimant and the County with respect to Lessor or to the Premises. Lessor and County shall indemnify, defend, protect and hold each other harmless from and against any loss, cost or expense, including, but not limited to, attorneys' fees and costs, or the payment of a real estate commission to any party, other than Collier s and County, resulting from any claim for a fee or commission by any broker or finder, in connection with the Premises and this Lease.

Within fifteen days after the Commencement Date of this Lease, Lessor will pay County the sum of Ninety-Eight Thousand Five Hundred Forty-One Dollars (\$98,541) as a real estate commission.

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36. Entire Agreement; Construction; Modification. Neither party has relied on any promise or representation not contained in this Lease, or the Work Letter. All previous conversations, negotiations, and understandings are of no further force or effect. This Lease is not to be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. This Lease may be modified only by a writing signed by both parties.

The parties are executing this Lease on the date set forth in the introductory paragraph.

COUNTY OF CONTRA COSTA, a  
political subdivision of the State of  
California

NUCP FUND I LLC, a California limited  
liability company

By: \_\_\_\_\_  
Julia R. Bueren  
Public Works Director

By: \_\_\_\_\_  
Steve Thomas  
Manager

**RECOMMENDED FOR APPROVAL:**  
JULIA R. BUEREN, Public Works Director

By: \_\_\_\_\_  
Dave Sanson  
Manager

By: \_\_\_\_\_  
Karen Laws  
Principal Real Property Agent

By: \_\_\_\_\_  
Dave Silva  
Senior Real Property Agent

**APPROVED AS TO FORM:**  
SHARON L. ANDERSON, County Counsel

By: \_\_\_\_\_  
Kathleen M. Andrus  
Deputy County Counsel

EXHIBIT A -1  
LEGAL DESCRIPTION

EXHIBIT A -2  
FLOOR PLAN



EXHIBIT B

Recorded at the request of:  
Contra Costa County

Return to:  
Contra Costa County  
Public Works Department  
255 Glacier Drive  
Martinez, CA 94553

Assessor s Parcel No. 126-300-0448

**Subordination, Non-Disturbance and Attornment Agreement**

This agreement is dated \_\_\_\_\_, 201\_, and is between the County of Contra Costa, a political subdivision of the State of California (the **Tenant** ), \_\_\_\_\_, a \_\_\_\_\_, its successors and assigns (the **Lender**), having its principal place of business at \_\_\_\_\_.

Recitals

- A. Pursuant to a lease dated \_\_\_\_\_, 2014, (the **Lease** ) between the Tenant and NUCP Fund I LLC, a California limited liability company (the **Landlord** ), which Lease has not been recorded, Landlord is leasing to the Tenant certain space in the building located at 1470 Civic Court, Suite 200, Concord, California more fully described in Exhibit A attached hereto and made a part hereof (the **Property** ).
- B. Lender has previously made a loan (the **Loan** ) to Landlord that is secured, in part, by the lien of a mortgage or deed of trust executed and delivered by Landlord to Lender encumbering the Property (the **Mortgage** ) and an assignment of all leases of and rents from the Property.
- C. This agreement is being executed by the parties in accordance with the requirements of Section 15. Subordination, Non-Disturbance and Attornment of the Lease.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Tenant hereby represents, acknowledges and agrees as follows:
  - (a) The term of the Lease commences on \_\_\_\_\_ and

will terminate on \_\_\_\_\_.

- (b) The current monthly rent payment under the Lease is set forth in Section 3. Rent of the Lease. No advance rents have been prepaid.
  - (c) In addition to monthly rent payments, the Tenant is responsible for a portion of the real property taxes to the building, in accordance with Section 8. Additional Rent of the Lease.
  - (d) The improvements described in the Lease have not been completed or accepted by Tenant.
  - (e) Tenant has not sublet any portion of the leased premises or assigned any of its rights under the Lease.
  - (f) Upon its execution, the Lease will be in full force and effect.
  - (g) All rent payments will be paid as provided under the Lease until Tenant has been otherwise notified by Lender or its successors and assigns.
  - (h) If Lender provides Tenant with Lender's address for notification purposes, Tenant will deliver to Lender a copy of all notices Tenant delivers to or receives from Landlord.
  - (i) Tenant will not look to Lender or its successors or assigns for the return of the security deposit, if any, under the Lease, except to the extent that such funds are delivered to Lender.
2. The Lease and all terms thereof, including, without limitation, any options to purchase, rights of first refusal, and any similar rights, are subject and subordinate to the Mortgage, and to all amendments, modifications, replacements and extensions thereof, to the full extent of the principal, interest, fees, expenses and all other amounts secured thereby.
  3. If Lender elects to foreclose the Mortgage, Lender will not join Tenant in summary or foreclosure proceedings unless required by applicable law (and then only to the extent so required) as long as Tenant has not amended the Lease without Lender's prior written consent and is not in default under the Lease.
  4. In the event that Lender succeeds to the interest of Landlord under the Lease, there exists no default by Tenant under the Lease, and Tenant has not amended the Lease without Lender's prior written consent, Lender agrees not to disturb or otherwise interfere with Tenant's possession of the leased premises for the unexpired term of the Lease, provided that Lender is not:
    - (a) Liable for any act or omission of Landlord or any prior landlord under the Lease;

- (b) Subject to any offsets or defenses that Tenant might have against Landlord or any prior landlord;
  - (c) Bound by any Rent or Additional Rent that Tenant might have paid for more than the current month to Landlord;
  - (d) Bound by any amendment or modification of the Lease made without Lender's prior written consent; or
  - (e) Liable for any security deposit Tenant might have paid to Landlord, except to the extent Lender has actually received said security deposit.
5. Upon Lender's succeeding to Landlord's interest under the Lease, Tenant covenants and agrees to attorn to Lender or a purchaser at a foreclosure or trustee's sale, to recognize such successor landlord as Tenant's landlord under the Lease, and to be bound by and perform all of the obligations and conditions imposed on Tenant by the Lease. If requested by Lender or any subsequent owner, Tenant shall execute a new lease with Lender, for a term equal to the remaining term of the Lease and otherwise containing the same provisions and covenants of the Lease.
6. Prior to terminating the Lease due to a default by Landlord thereunder, Tenant agrees to notify Lender of such default and give Lender the opportunity to cure such default within thirty days of Lender's receipt of such notice (or, if such default cannot reasonably be cured within such thirty day period, Lender will have such longer time as may be necessary to cure the default provided that Lender commences the cure within such period and diligently pursues the cure thereafter).

[Remainder of Page Intentionally Left Blank]

7. This agreement binds and inures to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

**COUNTY**

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

By \_\_\_\_\_  
Julia R. Bueren  
Public Works Director

Address:

Contra Costa County  
Public Works Department  
255 Glacier Drive  
Martinez, CA 94553  
Facsimile: (925) 646-0288  
Attention: Real Estate Divison

**LENDER**

Name of Lender., a  
\_\_\_\_\_

By \_\_\_\_\_  
Name  
Title

By \_\_\_\_\_  
Name  
Title

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Attach Notary Forms]

## **EXHIBIT C**

### **JANITORIAL SPECIFICATIONS**

1470 Civic Court, Suite 200, Concord

#### **DAILY SERVICES**

1. Dust all desk tops, low file cabinet tops, lamps, and other furniture surfaces.
2. Empty all trash containers throughout the Premises, and replace trash container liners as necessary.
3. Vacuum or spot-vacuum carpets as necessary around entry, doors and heavy traffic areas. Spot-clean carpets as needed.
4. Remove spots and finger marks from glass on entry doors.
5. Replace burned out tubes and light bulbs.

#### **WEEKLY SERVICES**

1. Vacuum all carpets thoroughly throughout the Premises.
2. Dust counter tops, cabinets, tables, low-wall partitions, window sills, and telephones. Remove cobwebs.
3. Dust building completely, including mini blinds, if any, and window coverings.
4. Mop all vinyl floor areas weekly and strip, wax and buff when necessary.
5. Clean entry doors and all door hardware.

#### **MONTHLY SERVICES**

1. Dust and clean A/C diffusers, air vents and exhaust fans.
2. Dust vertical surfaces (furniture fronts, walls, etc.)
3. Dust all window blinds; damp-wipe window sills.

#### **ONCE YEARLY, IN JUNE**

1. Shampoo all carpets.

#### **ONCE YEARLY, IN APRIL**

1. Wash windows and glass on both sides.
2. Clean all ventilation grills.
3. Wash and clean all light fixtures, inside and outside.

#### **MISCELLANEOUS**

Security: Lock all doors and windows, turn off lights, set night lights and alarm systems before leaving the Premises.

**EXHIBIT D**

**BILL OF SALE**

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, NUCP Fund I LLC, a California limited liability company ( Transferor ) hereby transfers and conveys to the County of Contra Costa ( Transferee ), all of Transferor s right, title, and interest in and to the following located at 1470 Civic Court, Suite 200, Concord, CA: (a) thirty-three (33) work station cubicles; and (b) an on-site Uninterruptable Power Supply ( UPS ) (collectively, the Transferred Property ).

As of the effective date hereof, the Transferred Property shall be transferred to Transferee (x) AS-IS/WHERE IS, (y) WITH ALL FAULTS, and (z) without representations of any kind or nature as to the merchantability or fitness for a particular purpose of such Transferred Property.

IN WITNESS WHEREOF, this Bill of Sale is executed as of June \_\_, 2014

TRANSFEROR:

NUCP FUND I LLC, a California limited liability company

By: \_\_\_\_\_  
Steve Thomas, Manager

By: \_\_\_\_\_  
Dave Sanson, Manager