

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

STANDARD LEASE FORM

THE REGENTS AS TENANT

Lease covers Premises located at:

\_\_\_\_\_

\_\_\_\_\_

Campus for which the space is leased:

San Francisco

\_\_\_\_\_

Landlord's Name, Address  
& Telephone Number:

\_\_\_\_\_

\_\_\_\_\_

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- EXHIBIT A: Description of Premises
- EXHIBIT B: Certificate of Applicable Code
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- EXHIBIT D: Summary of Services and Utilities
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**ADDENDA:**

- ADDENDUM 1: Parking Provisions
- ADDENDUM 2: Rent for Extended Term(s)
- ADDENDUM 3: Rent Adjustments
- ADDENDUM 4: Work Agreement
- ADDENDUM 5: Real Estate Services Fee

**SUMMARY OF LEASE TERMS**

Tenant: The Regents of the University of California

Landlord: \_\_\_\_\_  
\_\_\_\_\_

Address of Premises: \_\_\_\_\_ (Article 1)  
\_\_\_\_\_  
\_\_\_\_\_

Rentable Square feet  
of Premises: \_\_\_\_\_ (Article 1)

Premises Percentage  
of Building: \_\_\_\_\_ (Article 1)

Commencement Date: \_\_\_\_\_ (Article 2)

Expiration Date: \_\_\_\_\_ (Article 2)

Extended Term: \_\_\_\_\_ (Article 2)  
\_\_\_\_\_

Monthly Rent: \_\_\_\_\_ (Article 3)

Addresses or Notices:  
Landlord: \_\_\_\_\_ (Article 6)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tenant: The Regents of the University of California  
c/o Real Estate Services  
3333 California Street, Suite 102  
San Francisco, CA 94143-0287

Use: \_\_\_\_\_ (Article 10)

Base Year for  
Operating Expenses: \_\_\_\_\_ (Article 11)

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
STANDARD LEASE FORM  
THE REGENTS AS TENANT

**PREAMBLE**

THIS LEASE is made as of \_\_\_\_\_, 19\_\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ ("Landlord") and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation ("Tenant"). Landlord and Tenant hereby agree as follows:

**ARTICLE 1 - PREMISES**

1.1 Description. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon the terms and conditions herein set forth, that certain real property and its appurtenances, situated in the County of \_\_\_\_\_, State of \_\_\_\_\_, and described as follows: \_\_\_\_\_ consisting of \_\_\_\_\_ rentable square feet of \_\_\_\_\_ space, Suite \_\_\_\_\_, (the "Premises"), located at \_\_\_\_\_, ("Building") as designated in Exhibit A, which is attached and incorporated. The term "rentable square feet" shall be used as defined from time to time by the Building Owners and Managers Association ("BOMA"). If the Premises constitute only a portion of the Building, the Premises represent \_\_\_\_\_ percent (\_\_\_\_%) of the Building. As a condition precedent to Tenant's obligations under this Lease, (a) Landlord shall provide the Certificate of Applicable Code in the form described in Exhibit B-1 with respect to seismic adequacy. **OR** (b) Tenant shall conduct its own seismic evaluation of the Building. Landlord shall cooperate with Tenant by providing access to the Building and to existing construction plans. Tenant's seismic evaluation is attached as Exhibit B.

1.2 Non-Exclusive Use Areas. Tenant shall also have the non-exclusive right to use, in common with other tenants in the Building, any and all of the following areas which may be appurtenant to the Premises: common entrances, lobbies, elevators, stairways and access ways, loading and unloading areas, visitor parking areas, ramps, drives, platforms, public restrooms, and common walkways and sidewalks necessary for access to the Premises.

1.3 Parking Areas. The Premises include, for Tenant's exclusive use, \_\_\_\_\_ (\_\_\_\_) parking spaces, as designated on Exhibit A and under those terms as described in Addendum 1.

1.4 Area of Premises. Within thirty (30) days of the date that this Lease is executed by Landlord and Tenant, Landlord shall measure the Premises. Provided the amount differs from that set forth in Article 1.1, Landlord and Tenant will execute a letter agreement setting forth the rentable square feet of the Premises. It is agreed that when the rentable square feet of the Premises is determined, changes and modifications to this Lease may be required including, but not limited to, Article 3, Article 7, Article 11, Exhibit A, Addendum 1, Addendum 2, Addendum 3, and Addendum 4.

**ARTICLE 2 - TERM**

2.1 Lease Term. The term of this Lease (the "Lease Term") shall be for \_\_\_\_\_ months, commencing (a) \_\_\_\_\_ or (b) as specified in Exhibit C [specify (a) or (b)] ("Lease Commencement Date") and ending \_\_\_\_\_ ("Lease Expiration Date"), with such rights of termination and extension of the Lease Term as are hereinafter set forth.

2.2 Extended Term. Tenant shall have the option to extend the Lease Term for: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
("Extended Term(s)"). Such option shall be exercised no later than \_\_\_\_\_ days prior to the last day of the Lease Term (or Extended Term) by written notice to Landlord. Rent for each Extended Term shall be the amount specified in Addendum 2. All other terms and conditions of this Lease shall remain in full force and effect during the Extended Term(s).

**ARTICLE 3 - RENT**

Except as otherwise provided in Addendum 3, Tenant shall pay to Landlord as Monthly Rent for the Premises the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) payable in advance on or before the first day of each month, beginning \_\_\_\_\_ ("Rent Commencement Date"). If the Rent Commencement Date is other than the first day of a calendar month, then the rent for that month shall be prorated on a daily basis, based on a thirty (30) day month. Rent shall be payable to Landlord at the address specified in Article 6 or at such other address as Landlord may from time to time designate in writing.

**ARTICLE 4 - EARLY TERMINATION**

Upon \_\_\_ days written notice, Tenant may terminate this Lease at any time during the Lease Term or Extended Term(s) effective on the date that the third party source of funding for the payments under this Lease reduces or terminates said funding.

**ARTICLE 5 - PROPERTY TAX EXEMPTION**

Landlord will cooperate with Tenant and do all acts reasonably necessary and appropriate to secure and maintain tax exemption of the Premises pursuant to Article XIII, Section 3 of the California Constitution. Landlord will forward the amount of any reduction of tax resulting from such exemption either in the form of a cash payment or of rental credit to Tenant as soon as possible after Landlord receives the benefit of tax exemption.

If such exemption is granted for a fiscal year which is, in whole or in part, after the date of expiration or earlier termination date of this Lease, then, with respect to that portion of such fiscal year which is after the expiration of the term of this Lease, Landlord will pay Tenant the amount of such reduction of tax in cash.

**ARTICLE 6 - NOTICES**

All notices or correspondence provided for herein shall be effective only if made in writing, personally delivered with an executed acknowledgment of receipt or deposited in the United States mail, certified, postage prepaid, and addressed as follows:

To Landlord: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Tenant: The Regents of the University of California  
c/o Real Estate Services  
3333 California Street, Suite 102  
San Francisco, CA 94143-0287

and a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Rent payments shall be made to (need not be sent certified):  
\_\_\_\_\_  
\_\_\_\_\_

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Any notice shall be deemed delivered five (5) days after notice is mailed or, if personally delivered, when acknowledgment of receipt is signed, as provided above. By written notice to the other, either party may change its own mailing address.

#### **ARTICLE 7 - TENANT IMPROVEMENTS**

7.1 **Tenant Improvements.** Prior to the Lease Commencement Date, Landlord shall construct tenant improvements and make installations in the Premises in accordance with plans and specifications approved by Tenant and Landlord ("Plans and Specifications") and in accordance with those provisions of the attached Addendum 4 which describe construction. The work described in the preceding sentences and the resulting installations are referred to in this Lease as the "Tenant Improvements", and Addendum 4 is referred to herein as the "Work Agreement".

7.2 **Cost of Tenant Improvements.** Landlord shall provide to Tenant a Tenant Improvement Allowance of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per rentable square foot (the "Tenant Improvement Allowance") towards the actual costs incurred by Landlord for the Tenant Improvements on the terms and conditions provided for in the Work Agreement. If the construction costs for Tenant Improvements under the Work Agreement exceed the Tenant Improvement Allowance, and if such costs are not the result of defective or inadequate design by Landlord, Tenant shall be solely responsible for such excess costs ("Excess Costs"). Tenant shall pay Landlord all Excess Costs up to a maximum of 100% of the amount approved by Tenant pursuant to Section 3(c) of the Work Agreement without imposition of overhead by Landlord. Any failure of Tenant to pay Landlord for such Excess Costs shall constitute a default under the terms of this Lease. If the construction costs for the Tenant Improvements are less than the Tenant Improvement Allowance, all such unutilized Tenant Improvement Allowance amounts shall be credited to the rent otherwise payable by Tenant. Construction costs resulting from defective or inadequate design by Landlord shall be paid by Landlord.

7.3 **Tenant Improvement Warranties.** Landlord warrants to Tenant that all materials and equipment furnished by Landlord in its improvement of the Premises shall be new unless otherwise specified in the Work Agreement, and that all of Landlord's work to be performed under the Work Agreement shall be of good and workmanlike quality, free from faults and defects, and in accordance with the final Plans and Specifications and the requirements of the Work Agreement. Any of Landlord's work not conforming to the above standards shall be considered defective.

For one (1) year after the date of substantial completion of Tenant Improvements, Landlord shall, following written notice from Tenant, unconditionally make any repair, replacement, correction or other alteration of any nature necessary by virtue of any defective construction of the Premises or defective materials used therein. Thereafter, Landlord shall promptly make or cause to be made all repairs, replacements, corrections or alterations, at no expense to Tenant, to correct latent defects in the Premises caused by a nonconformance with the Plans and Specifications other than as approved by Tenant.

**OR**

7.2 **Cost of Tenant Improvements.** Landlord shall provide at its sole cost and expense the Tenant Improvements on the terms and conditions provided in Addendum 4.

7.3 **Tenant Improvement Warranties.** Landlord warrants to Tenant that all materials and equipment furnished by Landlord in its improvement of the Premises shall be new unless otherwise specified in the Work Agreement, and that all of Landlord's work to be performed under the Work Agreement shall be of good and workmanlike quality, free from faults and defects, and in accordance with the final Plans and Specifications and the requirements of the Work Agreement. Any of Landlord's work not conforming to the above standards shall be considered defective.

For one (1) year after the date of substantial completion of Tenant Improvements, Landlord shall, following written notice from Tenant, unconditionally make any repair, replacement, correction or other alteration of any nature

necessary by virtue of any defective construction of the Premises or defective materials used therein. Thereafter, Landlord shall promptly make or cause to be made all repairs, replacements, corrections or alterations, at no expense to Tenant, to correct latent defects in the Premises caused by a nonconformance with the Plans and Specifications other than as approved by Tenant.

#### **ARTICLE 8 - NOTICE OF COMPLETION**

Landlord shall complete construction of the Tenant Improvements within \_\_\_\_\_ (\_\_\_) days after the Plans and Specifications have been approved by Landlord and Tenant. The period for completion of construction shall be extended by the time needed to perform the additional construction required by any change order requested by Tenant and authorized by Landlord pursuant to the terms of the Work Agreement and also by any delay resulting from causes specified in Article 9. Landlord shall immediately upon completion of construction give written notice to Tenant of such completion. Within \_\_\_\_\_ (\_\_\_) days after Landlord has notified Tenant that the Tenant Improvements have been substantially completed, Tenant shall deliver to Landlord a list of items that Tenant deems necessary that Landlord complete or correct in order for the Premises to be acceptable. Landlord shall immediately commence to complete or to correct such items and diligently prosecute the same to completion. Unless otherwise agreed to by Landlord and Tenant, Landlord's completion or correction of such items shall constitute substantial completion of the Premises. If Tenant does not deliver the list to Landlord within the \_\_\_\_\_ (\_\_\_) day period, Tenant shall be deemed to have accepted possession of the Premises, subject however to Landlord's warranty as set forth above in Article 7.3.

#### **ARTICLE 9 - TIME LIMIT AND PRIOR TENANCY**

On the Lease Commencement Date, Landlord shall deliver possession of the Premises to Tenant in the condition required by Article 10.2 with construction completed as required in Addendum 4, the Work Agreement. No rent shall accrue under this Lease, nor shall Tenant have any obligation to perform the covenants or observe the conditions herein contained until the Premises have been so delivered. If Landlord does not deliver possession of the Premises, ready for occupancy by Tenant on or before \_\_\_\_\_, then Tenant, in addition to any other remedies available, may terminate this Lease by notifying Landlord in writing before Landlord delivers possession of the Premises to Tenant. If Landlord's ability to deliver possession by the date as set forth in this provision is delayed as a result of any of the following causes, the date for delivery shall be postponed without penalty to Landlord for a period of time equivalent to the period caused by such delay:

- (a) acts of Tenant, its agents or employees;
- (b) acts of God which Landlord could not reasonably have foreseen or guarded against;
- (c) any strikes, boycotts or like obstructive actions by employees or labor organizations and which are beyond the control of Landlord and which cannot be reasonably overcome; or
- (d) restrictive regulations by the Federal Government which are enforced in connection with a national emergency.

It shall be Landlord's responsibility to remove any prior tenant in the Premises.

#### **ARTICLE 10 - USE**

10.1 Use. Tenant shall use the Premises for \_\_\_\_\_. Tenant may alter said use to any lawful purpose, upon the written consent of Landlord, which consent shall not be unreasonably withheld.

10.2 Compliance With Laws. Landlord represents and warrants to Tenant that, to the best of Landlord's knowledge, the construction (including all Landlord-constructed Tenant Improvements), the current and proposed uses, and the operation of the Building are in full compliance with applicable building and seismic codes, environmental, zoning and land use laws, and other applicable local, state and federal laws, regulations and ordinances, except as follows: \_\_\_\_\_

\_\_\_\_\_. Tenant absolves Landlord of legal or other responsibility for any code violations or other deviations from applicable local, state and federal laws, regulations and ordinances as may be listed above.

10.3 Hazardous Substances. Tenant shall have no liability or responsibility for toxic or hazardous materials or substances in existence on the demised premises prior to Tenant's occupancy of the demised premises or which result from Landlord's acts or omissions or which occur on any portion of Landlord's property not occupied by Tenant, unless caused by Tenant, its agents, employees, invitees or guests. Landlord specifically warrants that at the time of execution of this Lease there are no known areas on Landlord's property where hazardous or toxic materials or substances (including asbestos or PCBs) have been used, stored, or deposited. Tenant will comply with all applicable laws concerning the handling or discharge of hazardous materials.

## **ARTICLE 11 - OPERATING EXPENSES**

11.1 Definitions. For the purposes of this Article, the following definitions shall apply:

- (a) Tenant's Percentage: The portion of the Building occupied by Tenant pursuant to this Lease, which percentage is hereby set forth in Article 1.1.
- (b) Base Year: \_\_\_\_\_.
- (c) Comparison Year: Each year of the lease term after the Base Year.
- (d) Direct Expenses: Those expenses reasonably incurred by Landlord with respect to the maintenance and operation (excluding capital expenses) of the Building, including real and personal property taxes (subject to Article 5 of this Lease), insurance, utilities, janitorial services, supplies, management fees, and compensation (including employment taxes and fringe benefits) of persons for duties performed in connection with the maintenance and operation of the Building. Provided Tenant secures the tax exemption of the Premises (as defined in Article 5), real property taxes are excluded for purposes of defining Direct Expenses.

11.2 Additional Rent. If the Direct Expenses for any Comparison Year are in excess of the Direct Expenses for the Base Year, Tenant shall pay Tenant's Percentage of such excess as additional rent to Landlord. As soon as possible after the end of the Base Year, Landlord shall provide Tenant with a written statement of the estimated Direct Expenses for the Comparison Year. Beginning in the thirteenth (13th) month of the lease term, Tenant shall pay as additional monthly rent an amount equal to one-twelfth (1/12) of Tenant's Percentage of the estimated increase in Direct Expenses for the Comparison Year. As soon as possible after the end of the Comparison Year, Landlord shall provide Tenant with a written statement of actual Direct Expenses. Any overpayment shall be credited against subsequent rent payments and any underpayment shall be paid by Tenant in a lump sum within thirty (30) days of receipt of said statement. Tenant has the right to audit Landlord's records in order to verify the accuracy of Direct Expenses passed through.

## **ARTICLE 12 - SERVICES, UTILITIES**

Services and utilities shall be furnished and the cost borne as outlined in Exhibit D. In the event of failure by Landlord to furnish, in a satisfactory manner, any of the services and utilities to the Premises for which Landlord is responsible, Tenant may furnish the same if Landlord has not undertaken to correct such failure within five (5) days after written notice, and, in addition to any other remedy Tenant may have, may deduct the amount thereof, including Tenant's service costs, from rent or other remuneration due Landlord hereunder.

## **ARTICLE 13 - INDEMNIFICATION**

13.1 Landlord's Obligation. Landlord shall indemnify, defend and hold harmless Tenant, its officers, agents and employees from and against any claims, damages, costs, expenses, including an amount equal to reasonable attorney's fees, or liabilities arising out of or in any way connected with this Lease including, without limitation, claims, damages, cost, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons in

proportion to and to the extent that such claims, damages, expenses, or liabilities arise from the negligence or willful acts or omissions of Landlord, its officers, agents, partners, or employees.

13.2 Tenant's Obligation. Tenant shall indemnify, defend and hold harmless Landlord, its officers, agents, partners, and employees from and against any claims, damages, costs, expenses, including an amount equal to reasonable attorney's fees, or liabilities arising out of or in any way connected with this Lease including, without limitation, claims, damages, expenses, or liabilities for loss or damage to any property or for death or injury to any person or persons in proportion to and to the extent that such claims, damages, expenses, or liabilities arise from the negligence or willful acts or omissions of Tenant, its officers, agents, or employees.

#### ARTICLE 14 - INSURANCE REQUIREMENTS

14.1 Tenant's Insurance. Tenant, at its sole cost and expense, shall insure its activities in connection with this Lease and obtain, keep in force and maintain insurance as follows:

- a. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) or an equivalent program of self-insurance with minimum limits as follows:
  - 1. Each Occurrence \$ 1,000,000
  - 2. Products/Completed Operations  
Aggregate \$ 3,000,000
  - 3. Personal and Advertising Injury \$ 1,000,000
  - 4. General Aggregate\* \$ 3,000,000

\*applicable to commercial form only

However, if such insurance or program of self-insurance is written on a claims-made form following termination of this Lease, coverage shall survive for a period of not less than three years. Coverage shall provide for a retroactive date of placement coinciding with the Lease Commencement Date of this Lease.

- b. Business Automobile Liability Insurance or an equivalent program of self-insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million dollars (\$ 1,000,000) per occurrence.
- c. Property Insurance, Fire and Extended Coverage Form, or an equivalent program of self-insurance in an amount sufficient to reimburse Tenant for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on or in the Premises including leasehold improvements hereinafter constructed or installed.

The insurance and the coverages referred to under (a) and (b) of this Section 14.1 of Article 14 shall be endorsed to include Landlord as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Tenant, its officers, agents, employees; or any person or persons under Tenant's direct supervision and control, and then only to the extent such supervision and control is required by law. Tenant, upon the execution of this Lease, shall furnish Landlord with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further make provisions for thirty (30) day advance written notice to Landlord of any modification, change or cancellation of any of the above insurance coverages.

The coverages required herein shall not in any way limit the liability of Tenant, its officers, agents, or employees.

14.2 Landlord's Insurance. Landlord, at its sole cost and expense, shall insure its activities in connection with this Lease and obtain, keep in force and maintain insurance as follows:

- a. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:

1. Each Occurrence	<u>\$ 1,000,000</u>
2. Products/Completed Operations Aggregate	<u>\$ 3,000,000</u>
3. Personal and Advertising Injury	<u>\$ 1,000,000</u>
4. General Aggregate*	<u>\$ 3,000,000</u>

\*applicable to commercial form only

However, if such insurance is written on a claims-made form following termination of this Lease, coverage shall survive for a period of not less than three years. Coverage shall provide for a retroactive date of placement coinciding with the Lease Commencement Date of this Lease.

- b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million dollars (\$ 1,000,000) per occurrence.
- c. Fire and extended coverage in an amount equal to one hundred percent (100%) of the full replacement value of the Building to conform with then current codes and the costs of demolition and debris removal, excluding land and the footings, foundations and installations below the basement level, with a deductible not to exceed five thousand dollars (\$ 5,000).

The insurance and the coverages referred to under (a) and (b) of this Section 14.2 of Article 14 shall be endorsed to include Tenant as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Landlord, its officers, agents, employees; or any person or persons under Landlord's direct supervision and control, and then only to the extent such supervision and control is required by law. Landlord upon the execution of this Lease shall furnish Tenant with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further make provisions for thirty (30) day advance written notice to Tenant of any modification, change or cancellation of any of the above insurance coverages.

The coverages required herein shall not in any way limit the liability of Landlord, its officers, agents, partners, or employees.

**ARTICLE 15 - WAIVERS OF SUBROGATION**

Landlord and Tenant each hereby waive any right of recovery against the other due to loss of or damage to the property of either Landlord or Tenant when such loss of or damage to property arises out of the acts of God or any other property perils whether or not such perils have been insured, self-insured or non-insured.

**ARTICLE 16 - REPAIR AND MAINTENANCE**

16.1 Landlord and Tenant Obligations. The respective repair and maintenance responsibilities of Landlord and Tenant are set forth in Exhibit E, Summary of Repair and Maintenance Responsibilities, which by this reference is incorporated herein.

16.2 Negligent Acts or Omissions of Tenant. Notwithstanding the foregoing, Tenant will pay to Landlord the reasonable cost of any repairs or maintenance required as a direct result of negligent acts or omissions of Tenant, its agents, employees, or invitees.

16.3 Failure of Landlord to Make Repairs. If Landlord fails to maintain the Premises or to make the repairs required in this Article 16 within a reasonable time after written notice from Tenant, Tenant may perform such maintenance or make such repairs at its expense and deduct the reasonable cost thereof from the rent due hereunder.

**ARTICLE 17 - ALTERATIONS, MECHANICS' LIENS**

17.1 Alterations. No structural alterations or improvements in excess of \$\_\_\_\_\_ shall be made to the Premises by Tenant or at Tenant's request without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

17.2 Condition at Termination. Tenant may remove any fixtures, machinery and equipment installed in the Premises by Tenant upon termination of this Lease, if Tenant is not then in default under this Lease and if Tenant repairs any damage to the Premises caused by such removal. Upon termination of this Lease, Tenant shall return the Premises in the same condition as when delivered to Tenant, reasonable wear and tear, damage by casualty, and alterations approved by Landlord excepted.

17.3 Mechanic's Liens. The parties shall keep the Premises free from any liens arising out of any work performed by, materials furnished to, or obligations incurred by the parties.

#### **ARTICLE 18 - ASSIGNMENT AND SUBLETTING**

Tenant shall not assign or sublet all or any portion of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

#### **ARTICLE 19 - ENTRY BY LANDLORD**

Tenant shall permit Landlord and Landlord's agents to enter the Premises, with reasonable advance written notice (except in the case of emergency), provided such entry is made in a reasonable manner and does not unreasonably interfere with the conduct of Tenant's business.

#### **ARTICLE 20 - DESTRUCTION**

If the Premises are totally destroyed by fire or other casualty, either party may terminate this Lease immediately by giving notice to the other party.

If such casualty shall render ten percent (10%) or less of the floor space of the Premises unusable for the purpose intended, Landlord shall effect restoration of the Premises as quickly as is reasonably possible, but in any event within thirty (30) days after such destruction.

If such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, Landlord shall forthwith give notice to Tenant of the specific number of days required to repair the same. If Landlord under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from the date such notice is given, Tenant, in either such event, at its option, may terminate this Lease.

In the event of any such destruction other than total, where Tenant has not terminated the Lease as herein provided, Landlord shall diligently prosecute the repair of the Premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction aggregating ten percent (10%) or less of the floor space, or within the period specified herein in connection with partial destruction aggregating more than ten percent (10%), Tenant shall have the option to terminate this Lease.

If Tenant remains in possession of the Premises though partially destroyed, the rent for said Premises as herein provided, during restoration, shall be reduced by the same ratio as the usable square feet Tenant is thus precluded from occupying, bears to the total usable square feet in the Premises. "Usable square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

## **ARTICLE 21 - PUBLIC WORKS LAWS**

Under Section 1720.2 of the California Labor Code, any construction contract to improve the space to be leased by The Regents of the University of California may be considered a 'public work' if certain conditions are met. If applicable, Landlord shall comply with provisions of law governing public works including, without limitation, Labor Code sections 1773, 1773.2, 1773.3, 1773.8, 1775 (payment of prevailing wages), 1776 (payroll records), and 1777.5 (employment of apprentices).

## **ARTICLE 22 - SERVICE COMPANIES**

Within \_\_\_\_\_ (\_\_\_\_) days after occupancy of the Premises by Tenant, Landlord shall give Tenant notice of the name, address and telephone number of an agency or person convenient to Tenant as a local source of service with regard to Landlord's responsibilities under this Lease as to repairs, maintenance, and servicing of the Premises and any or all related equipment, fixtures and appurtenances. If Landlord fails to provide such notice, Tenant may choose service companies as needed and without penalty from Landlord.

## **ARTICLE 23 - DEFAULT BY TENANT**

23.1 **Default.** If any of the following events occur, each such event shall constitute a material breach of this Lease, and Landlord may, at Landlord's option, exercise any or all rights available to a landlord under the laws of the State of California:

- a. a default in the payment of rent when such default continues for a period of \_\_\_\_\_ (\_\_\_\_) days after written notice, or
- b. Tenant fails to faithfully perform or observe any other covenant or undertaking required under this Lease and such failure continues for a period of \_\_\_\_\_ (\_\_\_\_) days after written notice thereof, or
- c. Tenant is adjudicated bankrupt, or
- d. Tenant's lease interest is sold under execution of judgment.

23.2 **Remedies.** If this Lease terminates pursuant to a default by Tenant hereunder, Landlord may immediately enter upon and repossess the Premises in accordance with applicable laws and cause any personal property of Tenant to be removed from the Premises and stored in any public warehouse at the risk and expense of Tenant.

## **ARTICLE 24 - DEFAULT BY LANDLORD**

24.1 **Default.** Landlord shall not be in default unless Landlord fails to perform its obligations under this Lease within a reasonable time, but in no event later than \_\_\_\_\_ (\_\_\_\_) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligations. If the nature of Landlord's obligation is such that more than \_\_\_\_\_ (\_\_\_\_) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such \_\_\_\_\_ (\_\_\_\_) day period and thereafter diligently prosecutes the same to completion. Tenant's obligation to provide written notice to Landlord of a default by Landlord is limited to those instances where knowledge of Landlord's default is within the actual knowledge of Tenant.

24.2 **Remedies.** If Landlord fails to cure a prospective default within the \_\_\_\_\_ (\_\_\_\_) day period, Tenant shall have the option to cure the default or to terminate this Lease, in addition to any other remedies at law not inconsistent herewith. Should Tenant elect to cure the default itself, all costs associated with such cure, including reasonable attorneys' fees (if any), shall be reimbursed by Landlord to Tenant within \_\_\_\_\_ (\_\_\_\_) days of receipt of Tenant's invoice for said costs. However, upon Landlord's failure to so reimburse or, at Tenant's option, said costs shall

be held from rent due hereunder. If Landlord's default hereunder prevents Tenant's use of the Premises, there shall be an abatement of rental payments for the period of such non-use.

#### **ARTICLE 25 - CONDEMNATION**

If any part of the Premises is taken or condemned for a public or quasi-public use, this Lease shall terminate at the option of Tenant as of the date title shall vest in the condemnor.

#### **ARTICLE 26 - HOLDING OVER**

If Tenant, with Landlord's consent, remains in possession of the Premises after the Lease Term or any Extended Term, this Lease shall automatically be extended on a month-to-month basis at the monthly rent applicable to the last month of the Lease Term or Extended Term, subject to termination upon thirty (30) days' written notice by either party. All other terms and conditions shall remain in full force and effect.

#### **ARTICLE 27 - WAIVER**

The waiver by Landlord or Tenant of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, nor shall either party's consent to any breach of any term, covenant or condition be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.

#### **ARTICLE 28 - ATTORNEYS' FEES**

In the event Landlord or Tenant bring suit against the other to enforce any rights under this Lease, the prevailing party shall recover from the other, in addition to any other award, an amount equal to reasonable attorneys' fees to be fixed by the court.

#### **ARTICLE 29 - QUIET POSSESSION**

As long as Tenant keeps and performs the covenants in this Lease, Tenant shall at all times during the term of this Lease peaceably and quietly have, hold and enjoy the Premises, without suit, trouble or hindrance from Landlord or any person claiming under Landlord.

#### **ARTICLE 30 - SUBORDINATION**

This Lease shall be subject and subordinated to the lien of any mortgages and deeds of trust which are hereafter placed against the Landlord's interest or estate in the property provided that the mortgage or beneficiary under such mortgage or deed of trust shall agree in writing that, in the event of a foreclosure of same or of any other such action or proceeding for the enforcement thereof, or of any sale thereunder, this Lease shall not be barred, terminated, cut off, or foreclosed, nor will the rights and possession of Tenant hereunder be disturbed if Tenant shall not then be in default under the terms of this Lease, and Tenant shall attorn to the purchaser at such foreclosure, sale or other action or proceeding, provided that such purchaser shall assume the obligations of Landlord hereunder. The foregoing subordination shall be effective without the necessity of having any further instruments executed by Tenant, but Tenant shall nonetheless execute, upon demand, such further instruments evidencing such subordination as may be reasonably requested by Landlord or any mortgagee or beneficiary.

#### **ARTICLE 31 - ESTOPPEL CERTIFICATE**

Within thirty (30) days of written notice by one party to the other, each will execute, acknowledge and deliver to the other an estoppel certificate in writing declaring any modifications, defaults or advance payments and whether the lease, as may be modified, is in full force and effect. Any such certificate may be conclusively relied upon for the intended transaction for which the statement was requested.

**ARTICLE 32 - MISCELLANEOUS PROVISIONS**

32.1 No Amendments. No amendment of this Lease shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on either party hereto.

32.2 Time of the Essence. Time is of the essence of each term and provision of this Lease.

32.3 Binding Effect. Subject to any provision hereof restricting assignment or subletting by Tenant, this Lease shall bind the parties, their personal representatives, successors, and assigns.

32.4 Invalidity. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

32.5 Warranty of Authority. If Landlord is a corporation, the person executing this lease on behalf of Landlord hereby covenants and warrants that Landlord is a duly authorized and existing corporation and that he/she is duly authorized to execute this Lease.

32.6 Addendum. In the event of conflict between this Lease and any Addendum or Exhibit attached hereto, the provisions of such Addendum or Exhibit shall control.

**TENANT:**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

By: \_\_\_\_\_  
Esther E. Morales  
Its: Director, Real Estate and Contract Services

**LANDLORD:**

\_\_\_\_\_  
a \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Taxpayer I.D. Number: \_\_\_\_\_

This Standard Lease Form has been approved by the General Counsel of The Regents of the University of California.

**EXHIBIT A**

**DESCRIPTION OF PREMISES**

(Floor Plan with Dimensions)

(Parking location or plan)

(Site Map)

**EXHIBIT B**

**CERTIFICATE OF APPLICABLE CODE**

If the Premises are contained in a building constructed after 1976 and do not contain (i) unreinforced masonry; (ii) welded steel moment-resisting frames; (iii) flexible diaphragm-rigid walls (aka concrete tilt-ups); (iv) apparent additions, or modifications, or repairs to the seismic resisting systems done without a permit; (v) construction on a hillside, or (vi) multi-story wood frame apartment or condominium structures with construction over first-story parking, the Landlord shall obtain from its architect, structural or civil engineer, licensed by the State of California, a CERTIFICATE OF APPLICABLE CODE using the form attached.

**OR**

**SEISMIC EVALUATION**

INDEPENDENT REVIEW performed by UC San Francisco dated \_\_\_\_\_.

**EXHIBIT B-1**

**UNIVERSITY OF CALIFORNIA  
CERTIFICATE OF APPLICABLE CODE**

I, \_\_\_\_\_, an architect, structural engineer, or civil engineer, licensed by the State of California, have completed a recent walk-through of the facility and have reviewed the available documentation and hereby certify the following: that the design of the entire facility, known for purposes of this agreement as

(Premises Address Here)

including all additions, modifications, and/or repairs to the seismic resisting system, was approved by the local jurisdiction pursuant to the 1976 or later edition of the Uniform Building Code. This facility was originally constructed in \_\_\_\_\_ (year). Additions/modifications/repairs took place in \_\_\_\_\_(year(s) [*if applicable*]).

I further certify that the facility does not contain any of the following: (i) unreinforced masonry; (ii) welded steel moment-resisting frames; (iii) flexible diaphragm-rigid walls; (iv) apparent additions, or modifications, or repairs to the seismic resisting systems done without a permit; (v) hillside construction on a slope steeper than 1-vertical to 3-horizontal; or, (vi) multi-story wood frame apartment or condominium structures with construction over first-story parking (soft-story structures).

A copy of the Certificate of Occupancy is attached.

Printed Name \_\_\_\_\_

License No. \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Firm Name and Address:

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

**AFFIX SEAL HERE**

Revised: November, 1996

**EXHIBIT C**

**CONFIRMATION OF LEASE TERM**

This Confirmation of Lease Term is entered into as of \_\_\_\_\_, 19\_\_ between \_\_\_\_\_ ("Landlord"), and The Regents of the University of California, ("Tenant").

WHEREAS, Landlord and Tenant entered into that certain Lease dated \_\_\_\_\_ for the premises located at \_\_\_\_\_ (the "Lease").

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties hereto agree as follows:

1. Lease Term. Landlord and Tenant agree that the Lease Term as defined in the Lease commences on \_\_\_\_\_ and ends on \_\_\_\_\_.

The parties have caused this Confirmation of Lease Term to be executed as of the date first set forth above.

**TENANT:**

**LANDLORD:**

THE REGENTS OF THE UNIVERSITY OF  
CALIFORNIA

By: \_\_\_\_\_

Esther E. Morales

Title: Director, Real Estate and Contract Services

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT D**  
**SUMMARY OF SERVICES AND UTILITIES**

The following is a summary of service and utility responsibilities of Landlord and Tenant:

	N O T  A P P L I C A B L E	L A N D L O R D	T E N A N T	F R E Q U E N C Y
Paper Supplies, dispensers and waste containers (premises & restrooms)				
Light bulbs & fluorescent light tubes and starters				
Ballasts and transformers for fluorescent lights, light switches and electrical outlets				
Heating and air conditioning control switches				
Janitorial service for interior of premises (dust, waste removal, vacuum, mop, cleaning)				
Janitorial service for exterior of premises and common areas				
Carpet, tile and linoleum				
Gas				
Electric				
Water				
Window washing - interior				
Landscaping and gardening				
Drapes, blinds, window shades				
Kitchen appliances				
Refuse, rubbish & garbage disposal				
Pest control				
Other:				

**EXHIBIT E**  
**SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES**

The following is a summary of repairs and maintenance responsibilities of Landlord and Tenant:

	Landlord	Tenant	Not Applicable
Foundations			
Exterior & Bearing Walls			
Roof			
Electrical Systems			
Lighting Systems			
Plumbing Systems			
Heating Systems			
Ventilation Systems			
Air Conditioning Systems			
Alarm Systems			
Plate Glass			
Windows & Window Frames			
Gutters, Drains, Downspouts			
Elevators			
Floor Slabs			
Common Areas			
Ceilings			
Interior Walls			
Interior Doors			
Interior Surfaces & Windows			
Appliances & Fixtures			
Repainting of Interior Walls (every ____ years)			
Base and/or moldings			
Parking Lot Area			
Other:			

**ADDENDUM 1 - PARKING PROVISIONS**  
TO LEASE AGREEMENT DATED \_\_\_\_\_  
BY AND BETWEEN  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AND  
\_\_\_\_\_

In accordance with Article 1.3 of the Lease and as designated on Exhibit A, the Premises includes \_\_\_\_\_  
(\_\_\_) parking spaces for the exclusive use of Tenant. Tenant shall pay to Landlord the cost of said spaces at the rate of \_  
\_\_\_\_\_ (\$\_\_\_\_\_) per space per month payable at the same time and at the same address as Base Rent.

**OR**

Tenant shall have the right but not the obligation to lease up to \_\_\_ parking spaces at the prevailing rate for  
comparable parking spaces in the area.

**ADDENDUM 2 - RENT FOR EXTENDED TERM(S)**  
TO LEASE AGREEMENT DATED \_\_\_\_\_  
BY AND BETWEEN  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AND  
\_\_\_\_\_

Tenant shall have the option to extend the Lease Term for the Extended Term as set forth in Article 2.2. Base Rent for the Extended Term shall be the greater of (i) \_\_\_\_ percent (\_\_\_%) of the then-prevailing market rate for comparable space in the area, or (ii) the amount of Base Rent payable for the month immediately preceding the commencement of each additional period. In the event Landlord and Tenant are unable to agree upon a mutually acceptable prevailing market rate within four (4) months prior to the expiration of the Lease Term or extension thereof, the matter shall be submitted to arbitration using an independent M.A.I. appraiser jointly selected by the parties as arbitrator. If the parties are unable to agree on an arbitrator, either party may petition the Chief Judge of the Superior Court of the County in which the Premises is located to appoint an arbitrator.

**OR**

Tenant shall have the option to extend the Lease Term for the Extended Term as set forth in Article 2.2. Base Rent for the Extended Term shall be \_\_\_\_\_.

**ADDENDUM 3 - RENT ADJUSTMENTS**  
TO LEASE AGREEMENT DATED \_\_\_\_\_  
BY AND BETWEEN  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AND  
\_\_\_\_\_

The Base Rent payable by Tenant shall be increased on each anniversary of the Rent Commencement Date to reflect any increase in the cost of living, which adjustment shall be determined as follows:

- 1) The cost of living index to be used is the \_\_\_\_\_  
\_\_\_\_\_.
- 2) On each anniversary of the Rent Commencement Date, the \_\_\_\_\_ Index for the calendar month two (2) months prior to the anniversary date shall be compared to the \_\_\_\_\_ Index for the calendar month two (2) months prior to the Rent Commencement Date. The Base Rent payable by Tenant shall be increased by the percentage increase, if any, in the \_\_\_\_\_ Index, except that in no event shall any increase exceed \_\_\_\_\_ percent (\_\_\_%) in any year. This is a non-compounding method.
- 3) In the event that the \_\_\_\_\_ Index shall cease to be published, then the successor or most nearly comparable index shall be used.

**ADDENDUM 4 - WORK AGREEMENT**  
TO LEASE AGREEMENT DATED \_\_\_\_\_  
BY AND BETWEEN  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AND

\_\_\_\_\_  
**WORK AGREEMENT**

THIS WORK AGREEMENT, dated \_\_\_\_\_, is by and between \_\_\_\_\_  
\_\_\_\_\_ ("Landlord"), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation  
("Tenant").

1. Definitions. The terms used in this Work Agreement shall have the meanings as defined in the Lease dated \_\_\_\_\_, by and between Landlord and Tenant (the "Lease").
2. Tenant Improvements. Landlord shall construct all Tenant Improvements in accordance with the Plans and Specifications and the conditions of any applicable governmental approval. Tenant improvements must satisfy the State Building Code and Federal Americans With Disabilities Act.
3. Construction Plans, Landlord Review, Estimated Costs, Changes and Delay
  - (a) Landlord, for Tenant's approval, which approval shall not be unreasonably withheld, shall provide the complete and detailed proposed Plans and Specifications for the Premises the design of which shall conform to Tenant's approved program for use of the Premises as summarized in the attached Exhibit A. Landlord shall submit the proposed Plans and Specifications to Tenant on or before \_\_\_\_\_, 19\_\_.
  - (b) Tenant shall provide Landlord with written notice of its approval or disapproval of the Plans and Specifications within ten (10) business days after receipt of such Plans and Specifications from Landlord. If Tenant disapproves the Plans and Specifications, Tenant shall notify Landlord thereof within the ten (10) business day period of any matters as to which the Plans and Specifications fail to conform to Tenant's construction requirements or otherwise fail to meet with Tenant's reasonable approval. Landlord shall also provide to Tenant, within such ten (10) business day period, an estimate of the costs for completion of the Work required by the Plans and Specifications.
  - (c) Prior to commencement of any Work by Landlord, Tenant shall have approved, by notice to Landlord, Landlord's estimate of the cost of completing such Work. Tenant shall approve or disapprove such estimates within five (5) business days of receipt.
  - (d) Construction shall commence in accordance with Article 8 of the Lease.
  - (e) During construction Landlord and Tenant's Representative (as defined below) shall confer periodically regarding the progress of the Work and the approximate cost of the Work completed. Tenant's Representative may request changes, modifications or alterations or to the Plans and Specifications by written change order delivered to Landlord, but no such change shall be made without the written approval of Landlord, which approval shall not be unreasonably withheld. Landlord shall approve or deny each Tenant change order within two (2) business days, and Landlord shall also provide to Tenant's designated representative, \_\_\_\_\_, or such other person substituted for \_\_\_\_\_ ("Tenant's Representative"), by written notice to Landlord, with an estimate of the maximum cost of each change order within five (5) business days after the delivery of the change order to Landlord. No Work based upon a change order shall be undertaken unless and until Tenant's Representative shall have approved (by notice to Landlord) Landlord's cost estimate.
  - (f) If Landlord determines that a change proposed by Tenant will delay completion of the construction beyond the period allocated for such construction in Article 8 of the Lease, Landlord shall, within one (1)

business day, notify Tenant's Representative of the estimated length of delay caused by Tenant's request. Tenant's Representative shall advise Landlord within one (1) business day after receipt of such notice as to whether Landlord shall proceed with requested change, modification or alteration. Landlord shall not make the requested change to the Plans and Specifications without Tenant's approval of any proposed time extensions.

(g) If Landlord requests that Tenant clarify or refine the Plans and Specifications, then Tenant's Representative shall meet with Landlord for the purpose of clarifying or refining the Plans and Specifications within two (2) business days after Tenant's receipt of Landlord's request therefor. No such clarification or refinement shall be deemed to be a change order.

(h) If Landlord determines that the Plans and Specifications must be changed as a result of omissions or errors in the Plans and Specifications, then Landlord shall, at Landlord's cost, prepare and submit to Tenant revised Plans and Specifications correcting any such omission or error. Tenant shall approve or disapprove such revised Plans and Specifications within two (2) business days after receipt and shall not unreasonably withhold its approval.

Landlord shall not be responsible for any delays in the time for completion of construction resulting from Tenant's Delay. For purposes herein, Tenant's Delay means any actual delay in the completion of the construction of the Tenant Improvements that may arise solely as a result of: (i) Tenant's failure to comply with its obligations set forth in subsections (a), (c), (f), (g), and (h), above, within the time specified; (ii) any change made after notification to Tenant that a change will delay completion of the construction as provided in subsection (f) of (h), above; or (iii) extra time required to obtain any long-lead items specified by Tenant. For purposes herein, an item shall be considered a long-lead item if Landlord notifies Tenant within ten (10) business days after receipt of Tenant's approval of the Plans and Specifications that such item is not readily available or readily installable after the same is requested by Tenant.

4. Approval of Plans by Public Authorities. Landlord shall obtain approval of the Plans and Specifications for the Premises from all appropriate government agencies, and a copy of the Plans and Specifications, as approved, shall be dated and initialed by both Landlord and Tenant. Landlord shall exercise due diligence in obtaining any such approval.
5. Quality of Work. All Work performed hereunder shall be done in a good and workmanlike manner, free from faults and defects and in accordance with the Plans and Specifications. All materials and equipment installed in the Tenant Improvements shall be new unless otherwise specified in the Plans and Specifications.
6. Acceptance of Premises. At any time during the construction of the Tenant Improvements, Tenant may reject any Work which does not conform to the Plans and Specifications. Within \_\_\_\_\_ (\_\_\_) days after Landlord delivers to Tenant a list of Work items remaining to be done or corrected and notifies Tenant that the Tenant Improvements are ready for inspection by Tenant's Representative pursuant to Article 8 of the Lease, Tenant shall deliver to Landlord a list of items that Tenant shall have reasonably determined that Landlord must complete or correct prior to Tenant's acceptance of possession in order for the Work to conform to the Plans and Specifications. Landlord shall immediately commence to complete or correct the items listed by Tenant, except those it contends are not justified. If Tenant fails to deliver such a list within the \_\_\_\_\_ (\_\_\_) day period, Tenant shall be deemed to have accepted the Premises subject to completion of the corrections on Landlord's list of corrections and, other than as provided for in Article 8 of the Lease, to have approved the construction. Failure of Landlord and Tenant to agree on the items to be corrected or completed within \_\_\_\_\_ (\_\_\_) days after Tenant delivers its list of items, shall entitle Tenant to initiate arbitration to be conducted pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction.
7. Tenant's Access During Construction. Tenant and its agents and contractors shall have access to the Premises during the construction of the Tenant Improvements for activities and purposes related to construction of the Premises or preparation of the Premises for occupancy. Landlord shall provide to Tenant, at the earliest practicable time but in no event later than \_\_\_\_\_ (\_\_\_) days prior to the date of Substantial Completion, Landlord's best estimate of the date of Substantial Completion. Tenant may, beginning \_\_\_\_\_ (\_\_\_) days

prior to Landlord's best estimate of the date of Substantial Completion, enter the Premises for the purpose of installing furniture, fixtures, and equipment. Tenant's representatives on the Premises during construction shall cooperate with Landlord's contractor and not delay in any way the performance by Landlord's contractor or Landlord's representatives of any Work (including but not limited to the construction of Tenant Improvements).

8. Notices. All notices required or permitted hereunder shall be in writing and shall be delivered as follows:

(a) If to Tenant, to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
with a copy to \_\_\_\_\_

(b) If to Landlord, to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

9. Notice of Non-Responsibility. Landlord may post such notices of non-responsibility as it reasonably deems appropriate in the Premises during the construction provided for herein.

10. Responsibility for Damage. If Tenant installs equipment in the Premises prior to completion of the Work hereunder, Tenant shall bear the risk of loss to such equipment other than as a result of negligence or willful misconduct by Landlord, its agent or contractors.

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

**TENANT:**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

By: \_\_\_\_\_

Esther E. Morales

Its: Director, Real Estate and Contract Services

**LANDLORD:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

ADDENDUM 5 - REAL ESTATE SERVICES FEE  
TO LEASE AGREEMENT DATED \_\_\_\_\_  
BY AND BETWEEN  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
AND  
\_\_\_\_\_

Landlord shall pay to the Regents of the University of California, University of California, San Francisco, Office of Real Estate and Contract Services, upon commencement of this Lease by Tenant, a fee equal to 2% of the total lease value. Payment shall be sent to:

The Regents of the University of California  
Director, Real Estate and Contracts  
1855 Folsom Street, Suite 566  
San Francisco, CA 94143-0286