

## ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT is made this 7<sup>th</sup> day of MAY, 2015, between N.E.W. MILVIA PROPERTY, LLC, a California limited liability company ("Assignor"), and PERALTA COMMUNITY COLLEGE DISTRICT, a community college district organized and existing under the laws of the State of California ("Assignee"), who agree as follows:

1. Assignment and Assumption. For good and valuable consideration including, without limitation, the terms and conditions of that certain Purchase and Sale Agreement, dated November 11, 2014, between Assignor and Assignee (the "Purchase Agreement"), effective as of the Effective Date (as hereinafter defined), (a) Assignor assigns to Assignee all right, title and interest of lessor in the Lease described as that certain Office Building Lease, including Addenda #1 and #2, dated November 6, 1995, by and between N.E.W. Milvia Property, LLC, as Landlord, and The City of Berkeley, as Tenant, which was amended by that certain First Amendment to Lease dated August 31, 2006, that certain Second Amendment to Lease dated January 18, 2008, and that certain Third Amendment to Lease dated July 8, 2011 (the "Lease"), and (b) Assignee accepts the assignment and assumes and agrees to perform, as a direct obligation to the tenant under the Lease all the obligations and liabilities of Assignor as landlord under the Lease to be performed from and after the Effective Date, together with any and all obligations with respect to the repayment or credit for any security deposits under the Lease to the extent transferred, or credited to Assignee under the Purchase Agreement. Notwithstanding the foregoing, Assignor shall retain all rights to its pro rata share of any rent, operating cost pass-throughs and other additional rent or charges payable under the Lease for periods prior to the Effective Date, as provided in the Purchase Agreement.

2. Effective Date. This Assignment shall be deemed effective on the date of Closing, as defined in the Purchase Agreement ("Effective Date").

3. Attorneys' Fees. In any action between the parties to enforce any of the terms or provisions of this Assignment, the prevailing party in the action shall be entitled to recover from the non-prevailing party, in addition to damages, injunctive relief or other relief, its reasonable costs and expenses, including, without limitation, costs and reasonable attorneys' fees, as the court shall determine. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Assignment shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Assignment and to survive and not be merged into any such judgment.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

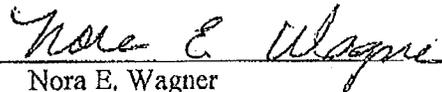
5. Severability. If any provision of this Assignment shall be held invalid or unenforceable for any reason and to any extent, the remainder of this Assignment shall not be affected, but shall be enforced to the greatest extent permitted by law.

6. Governing Law: Venue. This Assignment shall be governed by and construed in accordance with the laws of the State of California, , without regard to any principles of conflict of laws. Each party hereto (which includes any assignee, successor heir or personal representative of a party) waives any objection to venue in the county in which the Property is located, and agrees and consents to personal jurisdiction of the courts of the State in which the Property is located, in any action or proceeding or counterclaim brought by any party hereto against the other on any matter whatsoever arising out of or in any way connected with this Assignment.

IN WITNESS WHEREOF, this Assignment has been executed as of the date first above written.

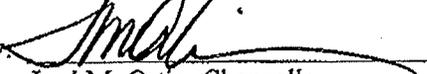
ASSIGNOR:

N.E.W. Milvia Property, LLC, a  
California limited liability company

By:   
Nora E. Wagner  
Member - Manager

ASSIGNEE:

Peralta Community College District,  
a community college organized and existing  
under the laws of the State of California

By:   
José M. Ortiz, Chancellor  
Secretary to the Board of Trustees