

GENERAL INFORMATION

Property Name:	2750 Sample Road	MB's Local Contact:	CJ Penn	Cost Center #:	30-11
MB's Premises Address:	2750 Sample Road Suite: 100/100A/100C	Phone # / Fax #:	(713) 555-7777 (713) 555-7778	Lease / Own:	Lease
City / State / Zip:	Houston, TX 77077	Location Type:	Branch	Status:	Occupied
LL Entity Name:	2750 Sample Road Associates	Property Manager Contact:	Cathy Sowma		
Notices to LL c/o:	MKC Asset Management, Inc.	Property Mgmt Company:	MKC Asset Management, Inc.		
LL Entity Address:	1220 Sample Road, Suite 310	Address:	1220 Sample Road, Suite 310		
City, State, Zip:	Houston, TX 77042	City, State, Zip:	Houston, TX 77042		
LL Phone / Fax / Email:	(713) 555-8000 (713) 555-8001 cathy@mkcam.com	Phone # / Fax # / Cell/Emerg #:	(713) 555-8000 (713) 555-8001 (713) 555-8000		
Lease Page Reference:	ML-8	Vendor #:			
		Email:	cathy@mkcam.com		

Lease Dates & Term	Date	Lease Pg Ref	Square Footages	Amount	Lease Pg Ref	MB Parking Information	Number	\$ / Mo / Stall	Lease Pg Ref
Original Occupancy:	05/01/04	ML-1	Premises RSF:	7,493	(+ 12,250 sf land) 1AM	On-Site Reserved:	0	Free	1AM-2
Commencement Date:	05/01/09	1AM-1	Premises USF:	N/S	N/A	On-Site Unreserved:	13	Free	1AM-2
Lease Expiration Date:	04/30/14	1AM-1	Total Project / Bldg RSF:	58,832	CY08 OE/CAM Rec	Designated Visitor:	12	Free	1AM-2
Current Term / Total:	5 yr / 10 yr total	1AM-1	Pro Rata Share %:	12.64000%	1AM-2	Validations:	N/A	N/A	N/A

RENT						CPI Adjustments				
Rent Categories	\$ / Month	\$ / Year	\$ / RSF / Yr	Effective Date	Thru Date	Lease Pg Ref	Effective Month & Frequency:	N/A	N/A	
Base Rent - Step #1:	\$ 9,366.00	\$ 112,392.00	\$ 15.00	05/01/09	04/30/10	1AM-1	Index:	N/A		
Base Rent - Step #2:	\$ 9,678.00	\$ 116,136.00	\$ 15.50	05/01/10	04/30/11	1AM-1	Base/Comparison Months:	N/A		
Base Rent - Step #3:	\$ 9,991.00	\$ 119,892.00	\$ 16.00	05/01/11	04/30/12	1AM-1	Caps:	N/A		
Base Rent - Step #4:	\$ 10,303.00	\$ 123,636.00	\$ 16.50	05/01/12	04/30/13	1AM-1	Rent Due Date:	1st of month	ML-2	
Base Rent - Step #5:	\$ 10,616.00	\$ 127,392.00	\$ 17.00	05/01/13	04/30/14	1AM-1	Late Charge:	5% amount due	ML-2	
Base Rent - Step #6:							Late After:	10th of month	ML-2	
Base Rent - Step #7:							MB Holdover Rate:	@ 150% x BR	ML-3	
Base Rent - Step #8:							Description of "Other Payments"			
Base Rent - Step #9:							Rent for "Motor Bank Ground Lease" ("MBGL")			
Base Rent - Step #10:										
CPI Increases:										
Other Payments #1:	\$ 2,200.00	\$ 26,400.00	\$ 3.52	05/01/09	04/30/14	1AM-EX B				
Other Payments #2:										
CAM/OE/RET Rent to LL:	\$ 74.36	\$ 892.32	\$ 0.12	01/01/10	04/30/14	ML-2				
Free Rent:	None for current Term						1AM-1			
LL Expense Escalations	Type	Amount	Remarks	Lease Pg Ref						
Expense Offset:	BY2009	TBD	OE/RET "combined" / 95% GU	AD-1,4; 1AM-2						
Cap on Escalations:	None						ML-2,4; AD-1,6			
Expense Inclusions:	Incl: "std" list including "costs for maintenance + operation of Building" including: RET; parking area costs > revenues (1AD-3); utilities; MF; insurance; amortized capital for actual savings or per law [enacted after CD] or maintaining appearance but < \$50K/yr (= "paint Common Areas or replace carpets", etc.). Per GAAP. Also, "NNN" RET + Utilities on Motor Bank land (MBGL-2,3). LL Recs to TT by Sept 30 ea year (ML-2). Excl: "std" w/ LONG BOCA list including all other capital, retrofitted HVAC, parking area costs < parking revenues, etc. [PRS%=19.58% + BY2004 = \$370,614 5/1/04-4/30/09 (ML-1,2); then PRS%=12.64% + BY2009 @ 5/1/04 (1AM-2).]						ML-2,4; AD-1,6; MBGL-2,3			
MB Right to Audit LL OE's?:	YES (results = FB)						ML-2; AD-5,6			
MB Notice Due to LL By:	N/S (LL only retains records for 3-yr)						ML-2; AD-5,6			
Audit Cost Reimbursed by LL?:	YES, if LL overstates OE & RET Expenses > 3%						ML-2; AD-5,6			

OPTIONS & TICKLERS

Renewal Option #1:	Description of Option or Tickler	Notice Date	Tickler Date	Lease Pg Ref
Renewal Option #1:	TT has 5-year OTE #2 (#2 of 3) @ FMR w/ 360-180 days notice to LL	11/01/13	05/02/13	1AM-2,EX B;AD-7
Renewal Option #2:	TT has 5-year OTE #3 (#3 of 3) @ FMR w/ 360-180 days notice to LL	11/01/18	05/02/18	1AM-2,EX B;AD-7
Expansion Option:				
Cancellation Option:	LL may TERMINATE ML w/ no further TT obligations if TT vacates Premises > 60-days	UPON REQ	N/A	ML-3
ROFR/ROFO Option:				
Other Option #1:				
Other Option #2:				
Other Tickler #1:	TT must "use or lose" 1AM TIA = \$74,930 by 4/30/11	04/30/11	03/31/11	1AM-2
Other Tickler #2:				
Other Tickler #3:				
Annual Tickler:				

OTHER LEASE INFORMATION

MB's Security Deposit:	\$10,616.00	(Cash/Fixed)	ML-2; 1AM-2	MB to Guaranty Lease?:	NO	N/A	Estoppels Due Back By:	10 day AR=>FB	ML-7; MBGL-9
MB's Insurance:	\$2M CGLI ("A"); TT Property		ML-5	MB Exclusivity?:	YES (signage)	AD-8	LL Right to Relocate MB?:	NO	ML-7
Allowed Use of Premises:	"Any lawful purpose" including "bank"		ML-1,3	MB Sublease Rights?:	w/ LL ok	ML-6; MBGL-7,8	MB Satellite Dish Rights?:	N/S	N/A
MB's Signage Rights:	Exterior		ML-3; AD-8	MB Alterations Allowed?:	w/ LL ok	ML-4; MBGL-4	"Op / Go Dark" Provision?:	TT "may go dark"	ML-3
MB's "HVAC Hours":	M-F 7AM-6PM SAT 7AM-12PM		ML-4	After Hours A/C Cost to MB:	@ LL's "cost"	ML-3	Radius Restriction?:	NO	N/A
LL's Maintenance Responsibilities:	LL to: 1) keep Project in good condition and repair including all maintenance & repairs (e.g., HVAC, elevator, janitorial, utility services, etc.) [standard "Office Building" services + R&M].								
MB's Maintenance Responsibilities:	TT to: 1) keep Premises in good condition and repair; and 2) @ LED/move out: remove TT's Property + LL identified alterations + restore + leave clean (ML-4,5; MBGL-3).								
Document Trail:	1) ML dtd 4/20/04 (for 11,545 rsf) w/ R&R [Para 16.01] + AD [Para 16.02] + Motor Bank Ground Lease ("MBGL" of 11,250 sf) [Para 16.03]; 2) 1AM dtd 1/1/09 (not dated) deleted 4,052 rsf @ 5/1/09 + exercised OTE#1 + extended Term 5-years 5/1/09-4/30/14 + reset BR + SD + parking + 2 OTEs + BY2009 @ 5/1/09 + granted TIA = \$74,930.								
Other Notes:	1) TT DEFAULT includes: "TT's failure to pay rent WHEN DUE (1st of each month), abandonment w/ NO rent paid, bankruptcy, non-compliance w/ ML, NO ESTPs returned, etc." (ML-7; MBGL-9); 2) TT required to pay N/S + 50% of SL profits for ea SL (ML-6); 3) LL NOT required to provide security (N/A); 4) Premises "remeasurement" = N/S (N/A); 5) ML TIA = \$55,000 (AD-6), 1AM TIA = \$74,390, TT did TT's (1AM-1,2); 6) 1AM Para 13 provided estoppel waiving any TT claims (1AM-3).								

REFERENCE

Date of Last Change:	04/08/10	Reason for Change:	Initial input of new Lease information	Brokers:	Simmonds Realty Group
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The information contained herein has been obtained from documentation and other sources considered reliable and presented herein as accurately as possible, however, Preparer does not guarantee it. All users of the information contained herein should first verify its accuracy by reviewing the actual lease documentation before using or relying on it for decision-making purposes.