Welcome to...

“BLAST”

(“BUILDINGAMERICA LEASE ABSTRACT SOFTWARE TECHNOLOGY”)

“BLAST” is a commercial real estate lease abstracting and data sorting system designed for commercial real estate projects and/or portfolios, and the companies and organizations that own and/or lease and manage such real estate assets. This system produces a set of exceptional 1-page lease abstracts for each of the project’s/portfolio’s tenant leases together with various highly relevant “executive summary” data reports that effectively summarize decision-critical information sorted by various data elements. As such, BLAST enables commercial real estate executives and managers to efficiently and readily understand the important information relating to each of its projects/portfolios and their tenants, whether that information is the tenants’ square footages, formal notice addresses, security deposit amounts, lease options, rent payment amounts, late charges, or even the many other, almost always overlooked, tickler items.

The BLAST Abstract

At the heart of BLAST is our unique lease abstract. While many other lease abstracting systems can summarize real estate leases fairly well, all but one (ours!) have multi-page abstracts of between 5 and 11 pages long (which is the length of some real estate leases!). Additionally, all of the other systems tend to have certain lease paragraphs re-typed in their entirety into their lengthy abstract form “for the convenience of the reader”. The problem with this is that it leaves the reader with the impression that such re-written clauses (which could have been incorrectly re-typed or even simply missing a vital phrase or word, thus causing the reader to unknowingly lack important decision-making information) contain everything they need to know and therefore there is no need to refer to the actual lease document. However, the prudent executive uses an “executive summary” for basic familiarization and information, and then refers to the applicable lease paragraphs for the specific details if and as needed. BLAST addresses such situations better than our competitors’ systems. With over 190 items and associated references to the applicable lease provisions on each 1-page lease abstract, BLAST appropriately summarizes (isn’t this what an “abstract” is supposed to do?) the important provisions that executives are interested in onto one page for quick informational purposes and then directs them to the relevant page of the lease document itself (which in turn has the particular phrase highlighted and marked for immediate reference) for more detailed information.

BLAST produces a number of important reports integral to a project’s/portfolio’s business and real estate strategy, including:

- **ABSTRACT**
- **EVENTSCLIQUE.COM**
“CONTACT LIST” REPORT
This is a summary of the contact information (e.g., name, phone, fax, email, etc.) of the project’s tenants’ primary local contact personnel.

“TENANT LIST” REPORT
This is a summary listing of the address, square footage, HVAC hours, parking rights, security deposit amount, and lease commencement and expiration dates of each of the project’s tenants, all sorted in alphabetical order.

“OPTIONS & TICKLERS” REPORT
This is a summary of the lease options and ticklers for all of the tenants in the project, and includes lease cancellation options, lease renewal options, lease expansion options, rights of first refusal/offer, and other important reminder ticklers (e.g., reminders of time-sensitive notifications required to be delivered to a tenant or landlord; reminders of additional landlord provided re-painting and re-carpeting alterations of various tenants’ premises; reminders of security deposit increases; etc.) all grouped in their particular category (e.g., “Lease Expirations”, “Lease Renewals Options”, “Lease Cancellations”, important ticklers, etc.) and then sorted by “date” in ascending order. This is probably one of the most important reports executives and managers can look at. It enables them to know, with plenty of advanced notice, what important events and options are coming up in the near future for specific leases so that they can then strategically plan the appropriate course of action.

“FLOOR-BY-FLOOR ENCUMBRANCES” REPORT
This is a summary of the various encumbrances each floor of a project is encumbered with (e.g., leased spaces, expansion options, etc.), grouped by floor and then sorted by “date” in ascending order. This report allows the executive to understand the constraints imposed by the various leases in the project on a floor-by-floor basis and to therefore better execute the project’s business and real estate strategic plan.
OUR ABSTRACTING PROCESS

The process we go through in abstracting a commercial real estate lease is to:

**STEP 1**
We first determine what lease documents we have and what we don’t have. If anything is missing (e.g., a Second Amendment when we know a First and Third exist; a Commencement Date Agreement / Notice of Lease Term Dates that locks in the Commencement Date and Lease Expiration Date; Exhibits attached to the lease itself; etc.), we try to obtain it, but if it’s not available we’ll make a note on the Abstract of the fact that it’s missing. And we’ll make a similar note of the documents we reviewed so that there is no question what the Abstract is based on. Also, if the documents being reviewed are “originals”, we first make a copy so that the “reviewed” document can be written on and thereafter used by the client as a “working copy” (with the “originals” locked away for legal reasons).

**STEP 2**
In reverse order (i.e., last document, chronologically, first), we begin reading the documents thoroughly page-by-page, highlighting using a colored highlighter the important phrases on each containing both information that will end up on our Abstract form as well as generally important information that while not needed on an Abstract form should be readily known to a client’s personnel. If any items change items in earlier documents, we then mark up the earlier document at this time so that a reader of that document will know at a glance that there’s been a change and from where it came.

**STEP 3**
Once all of documents have been so reviewed and marked up, we begin transferring information onto our Abstract form. Our form is just one (1) page and contains approximately 190 pieces of information, all with references back to the lease documentation from where the information came. The transferring process is very orderly, and done in a page-by-page manner through all of the lease documentation. As an item is entered onto our Abstract form we put a check mark in the right-hand column of the particular lease document next to the item (i) to signify that the information is on the Abstract, and (ii) to help a person locate the information more quickly when going from the Abstract back to the referenced location on the lease page. And if something in the lease document needs further “explanation” as to how it was interpreted in the abstracting process, we also make comments on the page of the lease document.

**STEP 4**
Once we’ve transferred the last item from the last page of the lease documentation onto our Abstract form, we review the Abstract form to see if all of the blanks have been filled in, and if not we then hunt the information down by going back into the lease documentation until we find it or are convinced that it’s not covered.
**STEP 5**

After inputting all of the information into our **BLAST** software program and double-checking it for accuracy, we then perform yet another review to make sure that the data on our Abstract says what we want it to say in an “abstracted” and “consistent” manner (e.g., a lease “Abstract” is supposed to be just that – an “abstract” / “summary” – and not a repeat of the lengthy language straight from the lease). Our intent is to provide an “executive summary” of lease items so that a user of the information knows the basics included in the lease documentation and where to find further details and clarifications via our references back to the documents’ pages. We’ve found that repeating lengthy language from the lease makes the Abstract many pages long (and not a “summary” anymore), and there is also a major risk of forgetting to copy over a word or two, which could result in changing the entire meaning/interpretation of the language!

**STEP 6**

We then produce simple, but highly meaningful and useful, “reports” such as: (i) a summary listing by location of square footages, security deposits, HVAC hours, number of parking spaces, and lease commencement and expiration dates; (ii) an “Options & Ticklers” Report; and (iii) a “Floor-by-Floor Encumbrance” Report. These last two provide critical information regarding the various “ticklers” that most abstracting firms miss (including such lease-mandated things as “use or lose the TIA by X/X/X”, “Landlord to annually shampoo/clean Tenant’s carpets”, “Tenant’s Security Deposit to increase as the Base Rent increases”, etc.) and encumbrances that constrain the ability of a property owner to lease certain spaces in the project. All of this is important in appropriately “administering” a commercial real estate project/portfolio.
OUR WORK PRODUCT

Generally, upon completing the initial abstracting of a project’s leases, we provide:

1. A comprehensive 1-page Abstract for each lease;
2. A “working copy” of the lease documentation that has been abstracted with:
   a. Certain phrases “highlighted” to reflect (i) the items that have been placed on the 1-page Abstract for easy future reference by any client user, and (ii) other important phrases that the client’s facilities group should be aware of; and
   b. Comments/notes in pencil in the side margins of the lease documentation to document calculations, assumptions, conclusions, meanings, etc.
3. Several 3-ring binder Notebooks each containing (i) a section containing a “hard / paper copy” of the 1-page Abstracts for each of their tenant’s leases, and (ii) other sections containing the various sorted reports; and
4. An additional, complete, “clean” set of everything for the project staff to scan and upload as a “PDF” copy onto their own computer system’s server.

Subsequently, as new leases are added or existing leases deleted (e.g., by being terminated or expiration) or as changes to an existing project’s data occur (e.g., new Tenant contact information, new amendment changing the terms of a lease, etc.), updates can be provided as needed and upon request.

Because our “Building America Lease Abstract Software Technology” ("BLAST") is a proprietary lease abstracting and administration software system that has hundreds if not thousands of hours invested in its development, it is typically not available for transfer. Our system is entirely Excel-based because Excel is simple to use, doesn’t require an expensive purchase of a strange, cumbersome software program that requires massive training and special computer knowledge to use and/or modify, is easily “fixable” if a problem develops, is easily “modifiable” if a variation is needed (and there are also no worries if the “developer” goes away), and is already available on virtually all computers. Our BLAST Program, however, is quite comprehensive and somewhat complex, and requires some solid Excel skills. As a result, we seldom provide/transfer a copy of the data file, but will under certain circumstances. Additionally, we have found that when such files are transferred, the potentially uncontrolled use by various users in the client’s company result in the carefully researched and documented data getting “messed up” when they “play with it”.

We have instead found the following to be far more effective for a client for their management of their real estate portfolio and facilities:

- “Hard copies of the Abstracts and reports in a Notebook” are far more efficient and effective instead of always having to access a computer file – the “hard copy” is quickly accessible and not dependent on waiting for a computer to be turned on, the file searched for and then opened, or even finding a workable wifi area; it’s also highly mobile (one can take it with them in their car and easily refer to it when visiting the company’s sites or attending meetings) and can contain other items in one convenient place, and it’s able to be quickly written on for that important update or the moment-critical “I don’t want to forget this” type of notes.

- PDF copies on a client’s own servers are more efficient and accessible than those on a provider’s server, and don’t require any inconvenient “logging in” on that provider’s server (“I can never remember their log in information, and where is it anyway?”) or downtime due to their server problems. Executives in other locations who don’t have a Notebook can go to the server file and print off whatever they want without “messing up” the Abstracting system’s files, data, reports, etc.

The following nine (9) pages contain a sample “Summary of Tenant Leases”:
SUMMARY OF TENANT LEASES

MyBANK BUILDING
12345 Sample Blvd.
Sample City, CA 90800

Prepared by:
MKC Asset Management, Inc.
400 Oceangate, Suite 210, Long Beach, CA 90802
Phone: (562) 432-7000 | Fax: (562) 435-4045 | Website: www.mkcam.com

NOTICE
This SUMMARY OF TENANT LEASES has been prepared to assist MyBANK BUILDING ("MBB") with the administration of its real estate assets.

Although a careful review has been made of MBB's real estate leases and other related documents, it is important for MBB all other users of the contents of this document to note that the Preparer of this document, while having no reason to doubt its accuracy, does not guarantee it or assume liability or responsibility for any errors or omissions of any kind.

MBB's representatives and all other users of this document and its contents should verify the accuracy of the information/data contained herein by reviewing the actual lease documentation before using or relying on any of it for decision-making purposes.
<table>
<thead>
<tr>
<th>Item</th>
<th>Abbreviation</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>AD</td>
<td>Lease Addendum (“1AD-2” would mean “1st Lease Addendum - Page 2”, etc.)</td>
<td></td>
</tr>
<tr>
<td>AM</td>
<td>Lease Amendment (“1AM-2” would mean “1st Lease Amendment - Page 2”, etc.)</td>
<td></td>
</tr>
<tr>
<td>APP</td>
<td>Appendix (“APP1-2” would mean “Appendix #1 - Page 2”, etc.)</td>
<td></td>
</tr>
<tr>
<td>AR</td>
<td>After receipt</td>
<td></td>
</tr>
<tr>
<td>Bi</td>
<td>Base Index (CPI)</td>
<td></td>
</tr>
<tr>
<td>BLI</td>
<td>Basic Lease Information</td>
<td></td>
</tr>
<tr>
<td>BLP</td>
<td>Basic Lease Provisions</td>
<td></td>
</tr>
<tr>
<td>BR</td>
<td>Base Year</td>
<td></td>
</tr>
<tr>
<td>CALCD</td>
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</tr>
<tr>
<td>CAM</td>
<td>Common Area Maintenance</td>
<td></td>
</tr>
<tr>
<td>CD</td>
<td>Commencement Date (of current Lease Term)</td>
<td></td>
</tr>
<tr>
<td>CGLI</td>
<td>Commercial General Liability Insurance</td>
<td></td>
</tr>
<tr>
<td>CI</td>
<td>Comparison Index (CPI)</td>
<td></td>
</tr>
<tr>
<td>COI</td>
<td>Certificate of Insurance</td>
<td></td>
</tr>
<tr>
<td>CY</td>
<td>Comparison Year</td>
<td></td>
</tr>
<tr>
<td>ESTD</td>
<td>Estimated</td>
<td></td>
</tr>
<tr>
<td>ESTP</td>
<td>Estoppel</td>
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</tr>
<tr>
<td>EX</td>
<td>Exhibit (“EX C-2” would mean “Exhibit C - Page 2”, etc.)</td>
<td></td>
</tr>
<tr>
<td>FMR</td>
<td>Fair Market Rate</td>
<td></td>
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<tr>
<td>FMV</td>
<td>Fair Market Value</td>
<td></td>
</tr>
<tr>
<td>FB</td>
<td>Final &amp; Binding</td>
<td></td>
</tr>
<tr>
<td>GAAP</td>
<td>Generally Accepted Accounting Procedures</td>
<td></td>
</tr>
<tr>
<td>i</td>
<td>Interest</td>
<td></td>
</tr>
<tr>
<td>LA</td>
<td>Letter Agreement</td>
<td></td>
</tr>
<tr>
<td>LED</td>
<td>Lease Expiration Date</td>
<td></td>
</tr>
<tr>
<td>LL</td>
<td>Landlord / Lessor</td>
<td></td>
</tr>
<tr>
<td>LoC</td>
<td>Letter of Credit</td>
<td></td>
</tr>
<tr>
<td>LTR</td>
<td>Letter</td>
<td></td>
</tr>
<tr>
<td>ML</td>
<td>Master Lease (”ML-4,5,8” would mean “Master Lease - Pages 4, 5, and 8”, etc.)</td>
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<tr>
<td>M/T</td>
<td>Multi-Tenant</td>
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</tr>
<tr>
<td>N/A</td>
<td>Not Applicable / Not Available</td>
<td></td>
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<tr>
<td>NLT</td>
<td>No Later Than</td>
<td></td>
</tr>
<tr>
<td>NNN</td>
<td>Triple Net</td>
<td></td>
</tr>
<tr>
<td>NoLTD</td>
<td>Notice of Lease Term Dates (AKA &quot;Tenant Acceptance Letter&quot;, &quot;CD Agreement&quot;, etc.)</td>
<td></td>
</tr>
<tr>
<td>N/S</td>
<td>Not Stated</td>
<td></td>
</tr>
<tr>
<td>OE</td>
<td>Operating Expenses</td>
<td></td>
</tr>
<tr>
<td>OTE</td>
<td>Option To Extend</td>
<td></td>
</tr>
<tr>
<td>PRS%</td>
<td>Pro Rata Share Percentage</td>
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</tr>
<tr>
<td>PY</td>
<td>Prior Year</td>
<td></td>
</tr>
<tr>
<td>R</td>
<td>Rider (“1R-2” would mean “Rider #1 - Page 2”, etc.)</td>
<td></td>
</tr>
<tr>
<td>RET</td>
<td>Real Estate Taxes</td>
<td></td>
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<tr>
<td>ROFO</td>
<td>Right of First Offer</td>
<td></td>
</tr>
<tr>
<td>ROFR</td>
<td>Right of First Refusal</td>
<td></td>
</tr>
<tr>
<td>RSF</td>
<td>Rentable Square Feet</td>
<td></td>
</tr>
<tr>
<td>SD</td>
<td>Security Deposit</td>
<td></td>
</tr>
<tr>
<td>SL</td>
<td>Sublease / Sublessor</td>
<td></td>
</tr>
<tr>
<td>SNDA</td>
<td>Subordination, Attornment, and Nondisturbance Agreement</td>
<td></td>
</tr>
<tr>
<td>ST</td>
<td>Subtenant / Sublessee</td>
<td></td>
</tr>
<tr>
<td>S/T</td>
<td>Single-Tenant</td>
<td></td>
</tr>
<tr>
<td>STOP</td>
<td>Expense Stop</td>
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<tr>
<td>TBD</td>
<td>To Be Determined</td>
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<tr>
<td>TI</td>
<td>Tenant Improvement</td>
<td></td>
</tr>
<tr>
<td>TIA</td>
<td>Tenant Improvement Allowance</td>
<td></td>
</tr>
<tr>
<td>TT</td>
<td>Tenant / Lessee</td>
<td></td>
</tr>
<tr>
<td>UPON AVAIL</td>
<td>Upon Availability</td>
<td></td>
</tr>
<tr>
<td>UPON REQ'T</td>
<td>Upon Request</td>
<td></td>
</tr>
<tr>
<td>USF</td>
<td>Usable Square Feet</td>
<td></td>
</tr>
<tr>
<td>WL</td>
<td>Work Letter</td>
<td></td>
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<tr>
<td>w/</td>
<td>With</td>
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<tr>
<td>w/</td>
<td>Within</td>
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<td>w/o</td>
<td>Without</td>
<td></td>
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<tr>
<td>YE</td>
<td>Year End</td>
<td></td>
</tr>
</tbody>
</table>
LEASE OPTIONS & TICKLERS

**RENT**

- **Rent Categories**
  - **$/Month**
  - **$/Year**
  - **$/RSF/yr**
  - **Effective Date**
  - **Remarks**
  - **Lease Ref**

- **Expense Offset**
  - **Type**
  - **Amount**
  - **Remarks**
  - **Lease Ref**

- **Cap on Pass-Through**
  - **Tenant's Notice Due to LL By**
  - **Adjustment Frequency**
  - **Audit Cost Reimbursed?**
  - **Other Audit Information**

- **Expense Inclusions**
  - **Tenant's Right to Audit LL OE's?**
  - **Tenant's Holdover Rate**
  - **Description of "Other Payments"**

- **Expense Exclusions**
  - **Tenant's Notice Due to LL By**
  - **Audit Cost Reimbursed?**
  - **Other Audit Information**

**LEASE INFORMATION**

- **Tenant's Local Contact**
- **Location Type**
- **Lease Type**
- **Head Count**

- **Tenant's Renewal Option #1**
  - **Notice Date**
  - **Tickler Date**
  - **Lease Ref**

- **Tenant's Renewal Option #2**
  - **Notice Date**
  - **Tickler Date**
  - **Lease Ref**

- **Tenant's Expansion Option**
  - **Notice Date**
  - **Tickler Date**
  - **Lease Ref**

- **Tenant's Parking Information**
  - **Number**
  - **$/RSF/Year**
  - **Lease Ref**

**OTHER LEASE INFORMATION**

- **Tenant's Security Deposit:**
  - **Net Required**
  - **ML-2**

- **Tenant's CGL Insurance:**
  - **ML-2**

- **Tenant's Signage Rights:**
  - **ML-3**

- **Landlord Provided TIA:**
  - **ML-3**

- **Tenant's "HVAC Hours":**
  - **ML-4**

- **Landlord's Maintenance Responsibilities:**
  - **ML-4**

- **Lease Document Trail:**
  - **ML-4**

- **Other Notes:**
  - **ML-4**

**REFERENCE**

- **Date of Last Change**
- **Reason for Change**
- **Tenant's Broker**

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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.
### ABSTRACT

**ABSTRACT**

- **Property Name:** MyBANK BUILDING
- **Premises Address:** 12445 Sample Blvd.
- **City / State / Zip:** Sample City, CA 90800

**Tenant's Renewal Option #1:**
- **Tenant's Security Deposit:** $107,500
- **Tenant's Signage Rights:** M-F 7AM-6PM, SAT 7AM-12PM
- **Tenant's Signage Rights:** Standard SHORT list including all other CAPITAL expenditures, etc.

**Tenant's Renewal Option #2:**
- **Tenant's Security Deposit:** $107,500
- **Tenant's Signage Rights:** M-F 7AM-6PM, SAT 7AM-12PM
- **Tenant's Signage Rights:** Standard SHORT list including all other CAPITAL expenditures, etc.

**Tenant's Signage Rights:**
- **Tenant's Signage Rights:** M-F 7AM-6PM, SAT 7AM-12PM
- **Tenant's Signage Rights:** Standard SHORT list including all other CAPITAL expenditures, etc.

**Tenant's Signage Rights:**
- **Tenant's Signage Rights:** M-F 7AM-6PM, SAT 7AM-12PM
- **Tenant's Signage Rights:** Standard SHORT list including all other CAPITAL expenditures, etc.

### LEASE OPTIONS & TICKLERS

#### Tenant's Renewal Option #1:
- **Tenant's Renewal Option #1:**
  - **Description of Option or Tickler:** TT to: 1) keep Premises in good condition & repair; and 2) @ LED/move out: remove all TT property + LL identified alterations + restore + leave clean.

#### Tenant's Renewal Option #2:
- **Tenant's Renewal Option #2:**
  - **Description of Option or Tickler:** TT to: 1) keep Premises in good condition & repair; and 2) @ LED/move out: remove all TT property + LL identified alterations + restore + leave clean.

#### Tenant's Option for Purchase:
- **Tenant's Option for Purchase:**
  - **Description of Option or Tickler:** TT to: 1) keep Premises in good condition & repair; and 2) @ LED/move out: remove all TT property + LL identified alterations + restore + leave clean.

### OTHER LEASE INFORMATION

#### Tenant's Security Deposit:
- **Tenant's Security Deposit:** $5,805.00
- **Tenant to Guaranty Lease?:** NO
- **Estoppels Due Back By:** 10 days AR=>FB

#### Tenant's CGU Insurance:
- **Tenant's CGU Insurance:** $2,000.00
- **Rating = “A”**
- **Tenant Exclusivity?:** NO
- **LL Right to Relocate Tenant?:** NO

#### Allowed Use of Premises:
- **Allowed Use of Premises:**
  - **Tenant's Sublease Rights:** Only w/ LL okay
  - **Tenant Satellite Dish Rights?:** N/A

#### Tenant's Signage Rights:
- **Tenant's Signage Rights:** Suite / Directory
- **Tenant Alterations Allowed?:** Only w/ LL okay
- **LL to Provide Security?:** NO

#### Landlord Provided TIA:
- **Landlord Provided TIA:** $107,500
- **LL did Tla**
- **LL Remeasurement Allowed?:** NO

#### Tenant's "HVAC Hours":
- **Tenant's "HVAC Hours":** M-F 7AM-6PM, SAT 7AM-12PM
- **After-Hours A/C Cost to Tenant:** @ LL's "cost"

#### Landlord's Maintenance Responsibilities:
- **LL to: 1) perform all R&M (e.g., HVAC, elevator, janitorial, utility services, etc.) [= standard "Office Building" services + R&M].**
- **Tenant Radius Restriction?:** NO

#### Tenant's Maintenance Responsibilities:
- **TT to: 1) keep Premises in good condition & repair, and 2) @ LED/move out: remove all TT property + LL identified alterations + restore + leave clean.**

### Reference

- **Date of Last Change:** 03/15/10
- **Reason for Change:** Initial abstracting of lease
- **Tenant's Broker:** Lee & Associates LA/SB/LB (Greg Gill)

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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.
## GENERAL INFORMATION

**Property Name:** MyBANK BUILDING  
**Premises Address:** 12345 Sample Blvd. Suite 10010A  
**City / State / Zip:** Sample city CA 90809  
**Phone / Fax / Email:** (562) 555-5555 / (562) 555-5556 open@mybank.com

**Tenant's Local Contact:** CJ Perlin  
**Location Type:** Office Building  
**Email:** cjperlin@mybank.com  
**Lease Type:** FSD / BY  
**Phone # / Fax #:** (562) 555-5555 / (562) 555-5556

**Property Manager Contact:** Kimberly Soame  
**Property Mgmt Company:** ABC Asset Management, Inc.  
**City, State, Zip:** City, State, Zip CA 90809  
**Address:** 400 Ocean Ave, Suite 210  
**Sprinklers:** Yes  
**Class:** A

**Tenant's Signage Rights:**  
**Landlord's Maintenance Responsibilities:**  
**Tenant's Cancellation Option:**  
**Tenant's Sublease Rights:**  
**Tenant's Maintenance Expenses Exclusions:**  
**Tenant's Maintenance Expenses Inclusions:**  
**Expense Pass-Thrus:**  
**Expense Inclusions:**  
**Expense Exclusions:**  
**Base Rent - Step #1:** $9,396.00  
**Other Payments #1:** $2,200.00  
**Lease Ref:** ML-8  
**Base Rent - Step #2:** $9,912.00  
**Other Payments #2:** $74.36  
**Base Rent - Step #3:** $10,816.00  
**Other Payments #3:**  
**Current Term / Total Term:**  
**Base Rent - Step #4:** $10,816.00  
**CAM/OE/RET Rent:** N/A  
**Base Rent - Step #5:** $10,816.00  
**Expense Offsets:**  

### LEASE OPTIONS & TICKLERS

**Tenant's Renewal Option #1:**  
**Tenant's Renewal Option #2:**  
**Tenant's Expansion Option:**  
**Tenant's Cancellation Option:**  
**Landlord Cancellation Option:**  
**Tenant's ROFR/ROFO Option:**  
**Other Option:**  
**Other Tickler #1:**  
**Other Tickler #2:**  
**Other Tickler #3:**  
**Annual Tickler:**

### OTHER LEASE INFORMATION

**Tenant's Security Deposit:** $10,616.00  
**Tenant's CGL Insurance:** $2,000,000  
**Allowed Use of Premises:**  
**Tenant's Signage Rights:**  
**Landlord Provided TIA:**  
**Tenant's "HVAC Hours":**  
**Landlord's Maintenance Responsibilities:**  
**Lease Document Trail:**  
**Other Notes:**

### LEASE REFERENCE

**Date of Last Change:** 05/15/09  
**Reason for Change:** Input of 1AM renewal terms  
**Tenant's Broker:** N/A

---

**CAM/OE/RET Rent:** N/A  
**Expense Offsets:**  

**Tenant's Notice due to LE's:**  
**Audit Cost Reimbursed?:** YES, if LL overstates OE & RET  
**Other Payment:** $82.32

**Expense Inclusions:**  
**Expense Exclusions:**  

**Description of "Other Payments":**  
**Type:** N/A  
**Amount:** N/A  

**Effective Date:** 05/01/09  
**Rent for "Motor Bank Ground Lease" ("MBGL"):** Rent for "Motor Bank Ground Lease" ("MBGL")

**Effective Month:** 05/01/09  
**CPI Adjustments:** N/A  

**Tenant's Right to Audit LE's:** YES (results = FB)  
**Lease Ref:** ML-2, TAD-5,6  

**Tenant's Notice due to LL by:**  
**Tenant's Notice Due to LL by:**  

**Other Payment Type:** None (no "Caps")  
**Cap on Pass-Throughs:** N/A  

**ML Recs due to TT by Sep 30 ev yr (ML-2):** + PRSP%+19.5% + BY2004/$370,814 5/1/04-4/30/09 (ML-2); then PRSP%+12.64% + BY2009 $5/1/09-LED (1AM-2).

**Tenant's Right to Audit LE's:** YES (results = FB)  
**Lease Ref:** ML-2, TAD-5,6  

**Effective Month:** 05/01/09  
**CPI Adjustments:** N/A  

**Tenant's Right to Audit LE's:** YES (results = FB)  
**Lease Ref:** ML-2, TAD-5,6  

---

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.
<table>
<thead>
<tr>
<th>Tenant</th>
<th>Suite #</th>
<th>Local Contact</th>
<th>Phone Number</th>
<th>Fax Number</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>EVENTSCLIQUE.COM</td>
<td>300</td>
<td>Liz McClune</td>
<td>-</td>
<td>-</td>
<td><a href="mailto:liz.mcclune@eventsclique.com">liz.mcclune@eventsclique.com</a></td>
</tr>
<tr>
<td>MRM PRO SPORTS, INC.</td>
<td>200</td>
<td>-</td>
<td>(562) 111-1111</td>
<td>(562) 111-1112</td>
<td></td>
</tr>
<tr>
<td>MyBANK, N.A.</td>
<td>100/100A</td>
<td>CJ Penn</td>
<td>(562) 555-5555</td>
<td>(562) 555-5556</td>
<td><a href="mailto:cjpen@mybank.com">cjpen@mybank.com</a></td>
</tr>
<tr>
<td>Tenant</td>
<td>Suite #</td>
<td>RSF</td>
<td>HVAC Hours - Weekdays</td>
<td>HVAC Hours - Weekends</td>
<td>Parking - # Reserved</td>
</tr>
<tr>
<td>------------------------</td>
<td>---------</td>
<td>-----</td>
<td>-----------------------</td>
<td>-----------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>EVENTCLIQUE.COM</td>
<td>300</td>
<td>10.00</td>
<td>M-F 7AM-6PM</td>
<td>SAT 7AM-12PM</td>
<td>3</td>
</tr>
<tr>
<td>MRM PRO SPORTS, INC.</td>
<td>200</td>
<td>4.300</td>
<td>M-F 7AM-6PM</td>
<td>SAT 7AM-12PM</td>
<td>2</td>
</tr>
<tr>
<td>MyBANK, N.A.</td>
<td>100/100A</td>
<td>7.493</td>
<td>M-F 7AM-6PM</td>
<td>SAT 7AM-12PM</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>22,293</strong></td>
<td><strong>5</strong></td>
<td><strong>0</strong></td>
<td><strong>67</strong></td>
<td><strong>0</strong></td>
</tr>
</tbody>
</table>
# Options + Ticklers

## MyBANK BUILDING

<table>
<thead>
<tr>
<th>Tenant</th>
<th>Suite #</th>
<th>Option / Tickler</th>
<th>Lease Ref</th>
<th>Last Notice Date</th>
<th>Tickler Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>MyBANK, N.A.</td>
<td>100/100A</td>
<td>Lease Expiration Date</td>
<td>1AM-1</td>
<td>04/30/14</td>
<td>04/30/13</td>
</tr>
<tr>
<td>MRM PRO SPORTS, INC.</td>
<td>200</td>
<td>Lease Expiration Date</td>
<td>ML-1</td>
<td>02/28/15</td>
<td>02/28/14</td>
</tr>
<tr>
<td>EVENTSCLIQUE.COM</td>
<td>300</td>
<td>Lease Expiration Date</td>
<td>ML-1</td>
<td>02/28/16</td>
<td>02/28/15</td>
</tr>
</tbody>
</table>

## Lease Expirations

<table>
<thead>
<tr>
<th>Tenant</th>
<th>Suite #</th>
<th>Option / Tickler</th>
<th>Lease Ref</th>
<th>Last Notice Date</th>
<th>Tickler Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>MyBANK, N.A.</td>
<td>100/100A</td>
<td>TT has 5-year OTE#2 (#2 of 3) @ FMR w/ 360-180 days notice to LL</td>
<td>1AM-2;EX B;1AD-7</td>
<td>11/01/13</td>
<td>05/05/13</td>
</tr>
<tr>
<td>MRM PRO SPORTS, INC.</td>
<td>200</td>
<td>TT has 5-year OTE#1 (#1 of 2) @ FMR w/ 180-90 days notice to LL</td>
<td>EX E-1,2</td>
<td>11/30/14</td>
<td>06/03/14</td>
</tr>
<tr>
<td>EVENTSCLIQUE.COM</td>
<td>300</td>
<td>TT has 5-year OTE#1 (#1 of 2) @ 95% FMR w/ 180-90 days notice to LL</td>
<td>EX E-1,2</td>
<td>11/30/15</td>
<td>06/03/15</td>
</tr>
<tr>
<td>MyBANK, N.A.</td>
<td>100/100A</td>
<td>TT has 5-year OTE#3 (#3 of 3) @ FMR w/ 360-180 days notice to LL</td>
<td>1AM-2;EX B;1AD-7</td>
<td>11/01/18</td>
<td>05/05/18</td>
</tr>
<tr>
<td>MRM PRO SPORTS, INC.</td>
<td>200</td>
<td>TT has 5-year OTE#2 (#2 of 2) @ FMR w/ 180-90 days notice to LL</td>
<td>EX E-1,2</td>
<td>11/30/19</td>
<td>06/03/19</td>
</tr>
<tr>
<td>EVENTSCLIQUE.COM</td>
<td>300</td>
<td>TT has 5-year OTE#2 (#2 of 2) @ 95% FMR w/ 180-90 days notice to LL</td>
<td>EX E-1,2</td>
<td>11/30/20</td>
<td>06/03/20</td>
</tr>
</tbody>
</table>

## Expansion Options

## Tenant Lease Cancellation Options

<table>
<thead>
<tr>
<th>Tenant</th>
<th>Suite #</th>
<th>Option / Tickler</th>
<th>Lease Ref</th>
<th>Last Notice Date</th>
<th>Tickler Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>EVENTSCLIQUE.COM</td>
<td>300</td>
<td>TT has Option to TERMINATE ML with 6 months notice to LL + payment of fee</td>
<td>EX C-2</td>
<td>UPON REQT</td>
<td>N/A</td>
</tr>
</tbody>
</table>

## Landlord Lease Cancellation Options

## ROFO / ROFR Options

<table>
<thead>
<tr>
<th>Tenant</th>
<th>Suite #</th>
<th>Option / Tickler</th>
<th>Lease Ref</th>
<th>Last Notice Date</th>
<th>Tickler Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>EVENTSCLIQUE.COM</td>
<td>300</td>
<td>TT has ROFO to lease any space on 2nd + 4th Floors upon availability @ TTT's then current rate</td>
<td>EX C-1</td>
<td>UPON AVAL</td>
<td>N/A</td>
</tr>
</tbody>
</table>

## Other Options

## Other Ticklers

<table>
<thead>
<tr>
<th>Tenant</th>
<th>Suite #</th>
<th>Option / Tickler</th>
<th>Lease Ref</th>
<th>Last Notice Date</th>
<th>Tickler Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>EVENTSCLIQUE.COM</td>
<td>300</td>
<td>LL to clean carpets each year by March 1</td>
<td>EX C-3</td>
<td>MAR 1 ea yr</td>
<td>N/A</td>
</tr>
<tr>
<td>MyBANK, N.A.</td>
<td>100/100A</td>
<td>TT must &quot;use of lose&quot; 1AM TIA = $74,930 by 4/30/13</td>
<td>1AM-2</td>
<td>04/30/13</td>
<td>03/31/13</td>
</tr>
<tr>
<td>EVENTSCLIQUE.COM</td>
<td>300</td>
<td>TT to use balance of ML TIA or convert it to BR by 3/31/13</td>
<td>EX B-3</td>
<td>03/31/13</td>
<td>03/01/13</td>
</tr>
</tbody>
</table>
# Floor-by-Floor Encumbrances

<table>
<thead>
<tr>
<th>Floor</th>
<th>Encumbrance</th>
<th>End Date</th>
<th>Tenant</th>
<th>Tenant's Suite #</th>
<th>Lease Ref</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1st Floor</strong></td>
<td>TT has 5-year OTE #2 (@ #2 of 3) @ FMR w/ 360-180 days notice to LL</td>
<td>11/01/13</td>
<td>MyBANK, N.A.</td>
<td>100/100A</td>
<td>1AM-2; EX B:1AD-7</td>
</tr>
<tr>
<td></td>
<td>Leased Space</td>
<td>04/30/14</td>
<td>MyBANK, N.A.</td>
<td>100/100A</td>
<td>1AM-1</td>
</tr>
<tr>
<td></td>
<td>TT has 5-year OTE #3 (@ #3 of 3) @ FMR w/ 360-180 days notice to LL</td>
<td>11/01/18</td>
<td>MyBANK, N.A.</td>
<td>100/100A</td>
<td>1AM-2; EX B:1AD-7</td>
</tr>
<tr>
<td><strong>2nd Floor</strong></td>
<td>TT has ROFO to lease any space on 2nd + 4th Floors upon availability @ TT's then current rate</td>
<td>UPON AVAIL</td>
<td>EVENTSCLIQUE.COM</td>
<td>300</td>
<td>EX C-1</td>
</tr>
<tr>
<td></td>
<td>TT has 5-year OTE #1 (@ #1 of 2) @ FMR w/ 180-90 days notice to LL</td>
<td>11/30/14</td>
<td>MRM PRO SPORTS, INC.</td>
<td>200</td>
<td>EX E-1,2</td>
</tr>
<tr>
<td></td>
<td>Leased Space</td>
<td>02/28/15</td>
<td>MRM PRO SPORTS, INC.</td>
<td>200</td>
<td>ML-1</td>
</tr>
<tr>
<td></td>
<td>TT has 5-year OTE #2 (@ #2 of 2) @ FMR w/ 180-90 days notice to LL</td>
<td>11/30/19</td>
<td>MRM PRO SPORTS, INC.</td>
<td>200</td>
<td>EX E-1,2</td>
</tr>
<tr>
<td><strong>3rd Floor</strong></td>
<td>TT has Option to TERMINATE ML with 6 months notice to LL + payment of fee</td>
<td>UPON REQT</td>
<td>EVENTSCLIQUE.COM</td>
<td>300</td>
<td>EX C-2</td>
</tr>
<tr>
<td></td>
<td>TT has 5-year OTE #1 (@ #1 of 2) @ 95% FMR w/ 180-90 days notice to LL</td>
<td>11/30/15</td>
<td>EVENTSCLIQUE.COM</td>
<td>300</td>
<td>EX E-1,2</td>
</tr>
<tr>
<td></td>
<td>Leased Space</td>
<td>02/28/16</td>
<td>EVENTSCLIQUE.COM</td>
<td>300</td>
<td>ML-1</td>
</tr>
<tr>
<td></td>
<td>TT has 5-year OTE #2 (@ #2 of 2) @ 95% FMR w/ 180-90 days notice to LL</td>
<td>11/30/20</td>
<td>EVENTSCLIQUE.COM</td>
<td>300</td>
<td>EX E-1,2</td>
</tr>
<tr>
<td><strong>4th Floor</strong></td>
<td>TT has ROFO to lease any space on 2nd + 4th Floors upon availability @ TT's then current rate</td>
<td>UPON AVAIL</td>
<td>EVENTSCLIQUE.COM</td>
<td>300</td>
<td>EX C-1</td>
</tr>
<tr>
<td><strong>5th Floor</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
A SAMPLE OF OUR “ABSTRACTED LEASE”

The following four (4) pages contain a sample BLAST Abstract and three (3) of the pages of the associated “abstracted “ lease document. Please take special note of the following:

➢ The direct references on the BLAST Abstract to the abstracted item on the referenced page(s).

➢ The ease of identifying important items in the lease document via the highlighted phrases and check marks;

➢ The needed changes to the lease (making this a “working copy” of the lease) caused by subsequent lease documents;

➢ The commentary in the columns of this “working copy” of the lease indicating how the provision was interpreted, etc.; and
### ABSTRACT

- **Property Name:** MyBANK BUILDING
- **Premises Address:** 12345 Sample Blvd. Suite 100/100A
- **City / State / Zip:** Sample city CA 90809
- **Tenant Entity Address:** 56 Premises City, State, Zip: City, State, Zip: Long Beach, CA 90802
- **Phone / Fax / Email:** (562) 555-5555 / (562) 555-5556 open@mybank.com
- **Lease Reference:** ML-6

### GENERAL INFORMATION

<table>
<thead>
<tr>
<th>Property</th>
<th>Tenant's Local Contact</th>
<th>Location Type</th>
<th>Lease Type</th>
<th>Phone / Fax / Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>MyBANK BUILDING</td>
<td>CJ Penin</td>
<td>Office Building</td>
<td>PBD / BY</td>
<td>(562) 555-5555 / (562) 555-5556</td>
</tr>
</tbody>
</table>

### LEASE OPTIONS & TICKLERS

#### Tenant's Renewal Option
- **Notice Date:** 05/01/13
- **Tickler Date:** 06/05/13

#### Tenant's Expansion Option
- **Notice Date:** 06/20/13
- **Tickler Date:** 06/20/13

#### Tenant's Cancellation Option
- **Notice Date:** 06/20/13
- **Tickler Date:** 06/20/13

#### Tenant's ROFR/ROFO Option
- **Notice Date:** 06/20/13
- **Tickler Date:** 06/20/13

#### Tenant's Parking Information
- **Number:** N/A
- **E/M/Purmit:** N/A

#### Tenant's Right to Audit LL OE's
- **Number:** N/A
- **Audit Cost Reimbursed:** YES (if LL overstates OE & RET expenses > 3%)

### OTHER LEASE INFORMATION

#### Tenant's Security Deposit
- **Lease Ref:** ML-2-1,2
- **Amount:** $10,303.00
- **Notice Date:** 05/01/09
- **Tickler Date:** 04/30/14

#### Tenant's COLA Insurance
- **Lease Ref:** ML-2-1,2
- **Amount:** $74,360.00
- **Notice Date:** 05/01/09
- **Tickler Date:** 04/30/14

#### Tenant's Lease Exclusivity
- **Lease Ref:** ML-2-1,2
- **Amount:** $74,390.00
- **Notice Date:** 05/01/09
- **Tickler Date:** 04/30/14

#### Tenant's Sublease Rights
- **Lease Ref:** ML-2-1,2
- **Amount:** N/A
- **Notice Date:** N/A
- **Tickler Date:** N/A

#### Tenant's Signage Rights
- **Lease Ref:** ML-2-1,2
- **Amount:** N/A
- **Notice Date:** N/A
- **Tickler Date:** N/A

#### Landlord Provided TI
- **Lease Ref:** ML-2-1,2
- **Amount:** $129,380.00
- **Notice Date:** N/A
- **Tickler Date:** N/A

#### Tenant's HVAC Hours
- **Lease Ref:** ML-2-1,2
- **Amount:** $230,232.00
- **Notice Date:** N/A
- **Tickler Date:** N/A

#### Tenant's Notice Due to LL By
- **Lease Ref:** ML-2-1,2
- **Amount:** $74,360.00
- **Notice Date:** N/A
- **Tickler Date:** N/A

#### Tenant's Release
- **Lease Ref:** ML-2-1,2
- **Amount:** N/A
- **Notice Date:** N/A
- **Tickler Date:** N/A

#### Tenant's Right to Audit LL OE's
- **Lease Ref:** ML-2-1,2
- **Amount:** N/A
- **Notice Date:** N/A
- **Tickler Date:** N/A

#### Tenant's Notice of Lease End
- **Lease Ref:** ML-2-1,2
- **Amount:** N/A
- **Notice Date:** N/A
- **Tickler Date:** N/A

### LEASE OPTIONS & TICKLERS

#### Tenant's Security Deposit
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- **Amount:** N/A
- **Notice Date:** N/A
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#### Tenant's Notice of Lease End
- **Lease Ref:** ML-2-1,2
- **Amount:** N/A
- **Notice Date:** N/A
- **Tickler Date:** N/A

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.
ARTICLE 2.00 RENT

2.01 Base Rent. Lessee agrees to pay monthly as base rent during the term of this Lease the sum of money set forth in section 1.04 of this Lease, which amount shall be payable to Lessor at the address shown above. A monthly installment of rent shall be due and payable on or before the first day of each calendar month succeeding the commencement date or completion date during the term of this Lease; provided, if the commencement date or the completion date should be a date other than the first day of a calendar month, the monthly rental set forth above shall be prorated to the end of that calendar month, and all succeeding installments of rent shall be payable on or before the first day of each succeeding calendar month during the term of this Lease. Lessee shall pay, as additional rent, all other sums due under this Lease.

2.02 Operating Expenses. In the event Lessor's operating expenses for the building and/or project of which the leased premises are a part shall, in any calendar year during the term of this Lease, exceed the sum of the actual operating expenses for the building, grossed up in accordance with Section 2 of Addendum 16, per net rentable square foot for the Calendar Year 2004 ("Base Year 2004"), Lessee agrees to pay as additional rent Lessee's pro rata share of such excess operating expenses. Lessor may invoice Lessee monthly for Lessee's pro rata share of the estimated operating expenses for each calendar year, which amount shall be adjusted each year based upon anticipated operating expenses. Within nine (9) months following the close of each calendar year, Lessor shall provide Lessee an accounting showing in reasonable detail all computations of additional rent due under this section. In the event the accounting shows that the total of the monthly payments made by Lessee exceeds the amount of additional rent due by Lessee under this section, the accounting shall be accompanied by a refund. In the event the accounting shows that the total of the monthly payments made by Lessee is less than the amount of additional rent due by Lessee under this section, the accounting shall be accompanied by an invoice for the additional rent. Notwithstanding any other provision in this Lease, during the year in which the Lease terminates, Lessor, prior to the termination date, shall have the option to invoice Lessee for Lessee's pro rata share of the excess operating expenses based upon the previous year's operating expenses. If this Lease shall terminate on a date other than the last day of a calendar year, the amount of any additional rent payable by Lessee applicable to the year in which such termination shall occur shall be prorated on the ratio that the number of days from the commencement of the calendar year to and including the termination date bears to 365. Lessee shall have the right, no more than annually during the term hereof, at its own expense and within a reasonable time, to audit Lessor's records relevant to the additional rent payable under this section. Lessee agrees to pay any additional rent due under this section within thirty (30) days following receipt of the invoice or accounting showing additional rent due.

2.03 Definition of Operating Expenses. The term "operating expenses" includes all commercially reasonable expenses incurred by Lessor with respect to the maintenance and operation of the building (and project) of which the leased premises are a part, including, but not limited to, the following: maintenance, repair and replacement costs; electricity, fuel, water, sewer, gas, and other utility charges; security, window washing and janitorial services; trash and snow removal; landscaping and pest control; management fees, wages and benefits payable to employees of Lessor who must personally perform duties and services directly connected with the operation and maintenance of the building; all services, supplies, repairs, replacements or other expenses for maintaining and operating the building or project including parking and common areas; the cost, including interest, amortized over its useful life, of any capital improvement made to the building by Lessor after the date of this Lease which is required under any governmental law or regulation that was not applicable to the building at the time it was constructed; the cost, including interest, amortized over its useful life, of installation of any device or equipment which improves the operating efficiency of any system within the leased premises and thereby reduces operating expenses; all other expenses which would generally be regarded as operating and maintenance expenses which would reasonably be amortized over a period not to exceed five years; all real property taxes and installments of special assessments, including dues and assessments by means of deed restrictions and/or owners' associations which accrue against the building of which the leased premises are a part during the term of this Lease; and all insurance premiums Lessor is required to pay or deemed necessary to pay, including public liability insurance, with respect to the leased premises, building and project. The term operating expenses does not include the following: repairs, restoration or other work occasioned by fire, wind, the elements or other casualty, income and franchise taxes of Lessor; expenses incurred in leasing to or procuring of lessees, leasing commissions, advertising expenses and expenses for the renovating of space for new lessees; interest or principal payments on any mortgage or other indebtedness of Lessor; compensation paid to any employee of Lessor above the grade of property manager; any depreciation allowance or expense; or operating expenses which are the direct responsibility of Lessee. SEE ADDENDUM

2.04 Late Payment Charge. Other remedies for nonpayment of rent notwithstanding, if the monthly rental payment is not received by Lessor on or before the tenth day of the month for which the rent is due, or if any other payment due Lessor by Lessee is not received within thirty (30) days after Lessee was invoiced, a late payment charge of five percent of such past due amount shall become due and payable in addition to such amounts owed under this Lease.

2.05 Increase in Insurance Premiums. If an increase in any insurance premiums paid by Lessor for the building is caused by Lessee's use of the leased premises in a manner other than as set forth in section 1.06, or if Lessee vacates the leased premises and causes an increase in such premiums, then Lessee shall pay as additional rent the amount of such increase to Lessor.

2.06 Security Deposit. The security deposit set forth above shall be held by Lessor for the performance of Lessee's covenants and obligations under this Lease, it being expressly understood that the security deposit shall not be considered an advance payment of rental or a measure of Lessor's damage in case of default by Lessee. Upon the occurrence of any event of default by Lessee or breach by Lessee of Lessee's covenants under this Lease, Lessor may, from time to time, without prejudice to any other remedy, use the security deposit to the extent necessary to make good any arrears of rent, or to repair any damage or injury, or pay any expense or liability incurred by Lessor as a result of the event of default or breach of covenant, and any remaining balance of the security deposit shall be returned by Lessor to Lessee upon termination of this Lease. If any portion of the security deposit is so used or applied, Lessee shall upon ten days written notice from Lessor, deposit with Lessor by cash or cashier's check an amount sufficient to restore the security deposit to its original amount.

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2.07 Holding Over. In the event that Lessee does not vacate the leased premises upon the expiration or termination of this Lease without Lessor's written permission, Lessee shall be a tenant at will for the holdover period and all of the terms and provisions of this Lease shall be applicable during that period, except that Lessor shall pay Lessor as base rental for the period of such holdover an amount equal to one and one-half times the base rent which would have been payable by Lessee had the holdover period been a part of the original term of this Lease. Lessee agrees to vacate and deliver the leased premises to Lessor upon Lessor's receipt of notice from Lessor to vacate. The rental payable during the holdover period shall be payable to Lessor on demand. No holding over by Lessee, whether with or without the consent of Lessor, shall operate to extend the term of this Lease.

ARTICLE 3.00 OCCUPANCY AND USE

3.01 Use. Lessor warrants and represents to Lessor that the leased premises shall be used only for the purpose as set forth in section 1.08. Lessee shall conduct its business and control its agents, employees, invitees and visitors in such a manner as is lawful, reputable and will not create a nuisance. Lessee shall not permit any operation which emits any odor or matter which intrudes into other portions of the building, use any apparatus or machine which makes undue noise or causes vibration in any portion of the building or otherwise interfere with, annoy or disturb any other lessee in its normal business operations or Lessor in its management of the building. Lessee shall neither permit any waste on the leased premises nor allow the leased premises to be used in any way which would, in the commercially reasonable opinion of Lessor, be extra hazardous on account of fire or which would in any way increase or render void the fire insurance on the building. Notwithstanding anything herein to the contrary, so long as Lessee pays the rent and operating expenses, and continues to perform all of its other obligations under this Lease, Lessee shall at all times and from time to time have the right to cease business operations from the leased premises and shall not be required to continuously operate from the leased premises. In the event Lessee ceases operations from the leased premises and the leased premises remains vacant for more than sixty (60) days, Lessor, at its option, shall have the right to terminate this lease upon sixty (30) days written notice in which case, Lessee shall be relieved of all further obligations under this lease effective on the date of termination. See Addendum.

3.02 Signs. No sign of any type or description shall be erected, placed or painted in or about the leased premises or project except those signs submitted to Lessor in writing and approved by Lessor in writing, and which signs are in conformance with Lessor's sign criteria established for the project. See Addendum.

3.03 Compliance with Laws, Rules and Regulations. Lessee, at Lessee's sole cost and expense, shall comply with all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction over use, condition and occupancy of the leased premises. Lessor, at Lessor's sole cost and expense, but subject to reimbursement pursuant to Section 2.03, shall comply with all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction over use, condition and occupancy of the Building or Project. Lessee will comply with the rules and regulations of the building adopted by Lessor which are set forth on a schedule attached to this Lease. Lessee shall have the right at all times to change and amend the rules and regulations in any reasonable manner as may be deemed advisable for the safety, care, cleanliness, preservation of good order and operation or use of the building, project or the leased premises. All changes and amendments to the rules and regulations of the building will be sent by Lessor to Lessee in writing and shall thereafter be carried out and observed by Lessee.

3.04 Warranty of Possession. Lessor warrants that it has the right and authority to execute this Lease, and Lessee, upon payment of the required rents and subject to the terms, conditions, covenants and agreements contained in this Lease, shall have possession of the leased premises during the full term of this Lease as well as any extension or renewal thereof. Lessor shall not be responsible for the acts or omissions of any other lessee or third party that may interfere with Lessee's use and enjoyment of the leased premises.

3.05 Inspection. Lessor or its authorized agents shall at any and all reasonable times have the right to enter the leased premises to inspect the same, to supply janitorial service or any other service to be provided by Lessor, to show the leased premises to prospective purchasers or lessees, and to alter, improve or repair the leased premises or any other portion of the building. Lessor hereby waives any claim for damages for injury or inconvenience to or interference with Lessee's business, any loss of occupancy or use of the leased premises, and any other loss occasioned thereby. Lessor shall not change Lessor's lock system or in any other manner prohibit Lessee from entering the leased premises. Lessee shall have the right to use and any all means which Lessor may deem proper to open any door in an emergency without liability therefor.

ARTICLE 4.00 UTILITIES AND SERVICE

4.01 Building Services. Lessor shall provide the water and electricity for the Lessee during the term of this Lease. Lessee shall pay all telephone charges. Lessee shall furnish Lessee hot and cold water at those points of supply provided for general use of other lessees in the building, central heating and air conditioning in season (at times Lessor normally provides these to other lessees in the building, and at temperatures and in amounts as are considered by Lessor to be standard or in compliance with any governmental regulations, such service on Saturday afternoons, Sundays, evenings and holidays to be furnished only upon request of Lessee, who shall bear the entire cost). Lessor shall also provide routine maintenance, painting and electric lighting service for all public areas and special service areas of the building and project in the manner and to the extent deemed by Lessor to be standard. Lessor may, in its commercially reasonable discretion, provide additional services not enumerated herein. Unless due to Landlord's gross negligence, failure by Lessor to any extent to provide these defined services or any other services not enumerated, or any cessation thereof, shall not render Lessor liable in any respect for damages to either person or property, be construed as an eviction of Lessee, work an abatement of rent or relieve Lessee from fulfillment of any covenant in this Lease. Should any of the equipment or machinery break down, or for any cause cease to function properly, Lessor shall use c/msg/word/ta-houstonproperties/18634clarkstreetassoc/sterling renewal/final office lease 04/14/04
reasonable diligence to repair the same promptly, but Lessee shall have no claim for rebate of rent on account of any interruption in service occasioned from the repairs. Lessor reserves the right from time to time to make commercially reasonable changes in the utilities and services provided by Lessor to the building. The normal operating hours of the building and hours of HVAC are Monday through Friday, 7:00 a.m. to 6:00 p.m., Saturday, 7:00 a.m. to noon.

4.02 Theft or Burglary. Unless due to Lessor’s gross negligence, Lessor shall not be liable to Lessee for losses to Lessee’s property or personal injury caused by criminal acts or entry by unauthorized persons into the leased premises or the building.

4.03 Janitorial Service. Lessor shall furnish janitorial services to the leased premises and public areas of the building and garage five times per week during the term of this Lease, excluding holidays. Lessor shall not provide above standard janitorial service to kitchens or storage areas included in the lease premises.

4.04 Excessive Utility Consumption. Lessee shall pay all utility costs occasioned by electrodota processing machines, and other equipment of high electrical consumption, including without limitation, the cost of installing, servicing and maintaining any special or additional inside or outside wiring or lines, meters or submeters, transformers, poles, air conditioning costs, or the cost of any other equipment necessary to increase the amount of type of electricity or power available to the leased premises.

4.05 Window Coverings. Lessor shall furnish and install window coverings on all exterior windows to maintain a uniform exterior appearance. Lessee shall not remove or replace these window coverings or install any other window coverings which would affect the exterior appearance of the building. Lessee may install lined or unlined over draperies on the interior sides of the Lessor furnished window coverings for interior appearance or to reduce light transmission, provided such over draperies do not affect the exterior appearance of the building or affect the operation of the building’s heating, ventilating and air conditioning systems.

4.06 Charge for Service. All costs of Lessor for providing the services set forth in article 4.00 (except those charges paid by Lessee pursuant to section 4.04) shall be subject to the additional rent provisions in section 2.02.

ARTICLE 5.00 REPAIRS AND MAINTENANCE

5.01 Lessor Repairs. Unless due to Lessor’s gross negligence, Lessor shall not be required to make any improvements, replacements or repairs of any kind or character to the leased premises or the project during the term of this Lease except as are set forth in this section. Lessor shall maintain only the roof, foundation, parking and common areas, and the structural soundness of the exterior walls, doors, corridors, windows and other structures or equipment serving the leased premises. Lessor’s costs of maintaining and repairing the items set forth in this section are subject to the additional rent provisions in section 2.02. Lessor shall not be liable to Lessee, except as expressly provided in this Lease, for any damage or inconvenience, and Lessee shall not be entitled to any abatement or reduction of rent by reason of any repairs, alterations or additions made by Lessor under this Lease.

5.02 Lessee Repairs. Lessee shall, at its sole cost and expense, repair or replace any damaged or injury to all or any part of the leased premises caused by any act or omission of Lessee or Lessor’s agents, employees, invitees, licensees or visitors; provided, however, if Lessee fails to make the repairs or replacements promptly, Lessor may, at its option, make the repairs or replacements, and the costs of such repairs or replacements shall be charged to Lessee as additional rent and shall become payable by Lessee with the payment of rent next due hereunder.

5.03 Request for Repairs. All requests for repairs or maintenance that are the responsibility of Lessor pursuant to any provision of this Lease must be made in writing to Lessor at the address in section 1.05.

5.04 Lessee Damages. Lessee shall not allow any damage to be committed on any portion of the leased premises or building, and at the termination of this Lease, by lapse of time or otherwise, Lessee shall deliver the leased premises to Lessor in the condition as existed at the commencement date of this Lease, ordinary wear and tear excepted. If damaged, the cost and expense of any repairs necessary to restore the condition of the leased premises shall be borne by Lessee.

ARTICLE 6.00 ALTERATIONS AND IMPROVEMENTS

6.01 Lessor Improvements. If construction to the leased premises is to be performed by Lessor prior to or during Lessee’s occupancy, Lessor will complete the construction of the improvements to the leased premises, in accordance with plans and specifications agreed to by Lessor and Lessee, which plans and specifications are made a part of this Lease by reference. Lessor shall execute a copy of the plans and specifications and change orders, if applicable, setting forth the amount of any costs to be borne by Lessee within seven days of receipt of the plans and specifications. In the event Lessor fails to execute the plans and specifications and change order within the seven day period, Lessor may, at its sole option, declare this Lease cancelled or notify Lessee that the base rent shall commence on the completion date even though the improvements to be constructed by Lessor may not be complete. Any changes or modifications to the approved plans and specifications shall be made and accepted by written change order or agreement signed by Lessor and Lessee and shall constitute an amendment to this Lease.

6.02 Lessee Improvements. Lessee shall not make or allow to be made any alterations or physical additions in or to the leased premises without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld. Any alterations, physical additions or improvements to the leased premises made by Lessee shall at once become the property of Lessor and shall be surrendered to c/msg/word/t/a-houstonproperties/16534clarkstreetassocs/sterling renewal/final office lease
Generally, just going through / reviewing a “commercial real estate lease”, which could include a primary lease document of from 5 to over 100 pages along with any number of exhibits, addendums, amendments, letter agreements, notices, etc. (which typically change much of the primary lease document terms), can take from 1-1/2 hours to over 5 hours. Transferring the relevant information to an “abstract” form, inputting it into a computerized system, checking it for accuracy, and ensuring its accurate inclusion in various associated “reports” can take an additional 1-1/2 to 3 hours. Because of the uncertainty of “how much time it will take”, we have settled on pricing our BLAST Abstracting services on a “Base Fee Plus” pricing model. Such a pricing model is actually beneficial to the client because it in effect “caps” the costs for each lease abstracted regardless of the amount of time actually spent in reviewing the documentation. Below is our pricing structure:

**OUR SERVICES**

**1-time Fee to Abstract Each Lease (non-AIREA leases)**
This fee includes the review of the primary lease document and up to two (2) lease amendments/modifications, along with the creation of one (1) Abstract (all included in the “Base Fee”). For additional amendments / lease modifications, add $50 per each additional group of two (2). Additionally, in cases where multiple Abstracts must be created to reflect the contents of the lease documentation for a particular location, add $100 per additional Abstract created.

**1-time Fee to Abstract Each Lease (AIREA leases)**
This fee includes the review of the primary lease document and up to two (2) lease amendments/modifications, along with the creation of one (1) Abstract (all included in the “Base Fee”). For additional amendments / lease modifications, add $50 per each additional group of two (2). Additionally, in cases where multiple Abstracts must be created to reflect the contents of the lease documentation for a particular location, add $100 per additional Abstract created.

**Ongoing Abstract Updates**
Once a lease has been abstracted, as new amendments/modifications to the existing lease information occurs, updates can (i.e., should) be done to the Abstract and the associated reports. New versions of the Abstract and all of the affected reports will then be distributed.

**OUR FEES**

**Base Fee of $400/lease**  
plus additional fees as noted

**Base Fee of $300/lease**  
plus additional fees as noted

**Hourly Rate of $225/hour**
Michael (“Mickey”) M. McClune, RPA®, FMA®,
President & Managing Principal

Mickey McClune is the President, Broker, and the Managing Principal of MKC Asset Management, Inc., a Long Beach-based commercial real estate property management firm. As President, Broker, and Managing Principal, Mickey is responsible for all activities of the firm, including new business acquisition, oversight of all property management activities, and the performance of all of the firm’s commercial real estate consulting services. He is an experienced commercial real estate property management, asset management, and leasing specialist with an extensive institutional owner and corporate user background.

Mickey began his career in commercial real estate in the early 1980’s with the pre-eminent national real estate firm, LaSalle Partners (now Jones Lang LaSalle), as its General Manager for all of the office and industrial properties that it had acquired in the Los Angeles and Ventura County areas, and as its Asset Manager for various client portfolios in the Western U.S. While at LaSalle, he was recognized for numerous accomplishments both by the company and the commercial real estate industry. In 1993, he left LaSalle to form his own property management company, New America Asset Management Services, where he was the President and the senior partner of this Long Beach-based commercial real estate property management firm. In late 1997, LaSalle acquired NAAMS and its two million square foot management portfolio, and Mickey then served as LaSalle’s Regional Vice President for the Southwestern U.S. In 1999, he joined EPS Solutions, a national corporate services consulting firm, as a Director of Real Estate Services. While at EPS Solutions he assisted property owners with their property acquisition due diligences, their properties’ annual Operating Expense Escalations, and with the abstracting of their tenant leases, and he assisted tenants by performing over 50 CAM/OE Escalation Audits for them of their landlords’ billed rent charges. In 2001, he again formed another commercial real estate property management firm, MKC Management Services, where he served as CEO and senior partner. Soon thereafter, MKC merged with New York City based Newmark & Company Real Estate and became its California-based Asset Management Group. In mid-2003, Mickey was instrumental in merging Newmark & Company’s California-based Asset Management Group’s operations into a new start-up entity that then became known as RiverRock Real Estate Group. At RiverRock, Mickey was its Senior Managing Director, where he established all of the firm’s property management systems, oversaw selected property management teams, and was responsible for all of the firm’s consulting business. In early 2006, Mickey left RiverRock to start MKC Asset Management.

Over the course of his 25+ year career in commercial real estate property management, Mickey has personally managed and leased well over 18 million square feet of commercial office, industrial, and retail space, abstracted over 5,000 leases, performed over 400 annual CAM/OE Escalations for landlords’ buildings, saved clients well over $4 million in cash savings, received four (4) “Management Excellence Awards” from LaSalle Partners, was a LaSalle Partners’ “Manager of the Year”, and was awarded by BOMA of Greater Los Angeles four (4) “Building of the Year Awards” (in “100,000-250,000 SF” and “Over 500,000 SF” categories) and two (2) “Special Achievement Awards” including one for “Overall Design Improvement”.

Prior to entering the real estate industry, Mickey was commissioned as an officer in the United States Air Force and spent 11 years in the USAF and private industry with Hughes Aircraft Company specializing in the business management of major aerospace industry programs.

Mickey has a California Real Estate Brokers License, and is RPA and FMA certified by the Building Owners and Managers Institute. He is a past Chairman of the Board and past member of the Executive Committee and Board of Directors of BOMA of Greater Los Angeles, has served on BOMA Orange County’s and BOMA California’s Executive Committees and Boards of Directors, and on BOMA International’s Board of Governors and Strategic Planning Task Force. Mickey graduated from the University of Southern California with a Bachelor of Science degree in Civil Engineering and a Master of Business Administration (MBA) degree.