

Property:	ABC Office Building, 1001 Main St., Anywhere, USA
Suite #:	805, 900, 1250, 1260, 1300, 1400
Tenant/Lessee Name:	Office Tenant, PLLC
Lease Date:	3/21/94 (Lease) 12/18/97 (Amendment) 8/1/00 (2 nd Amendment) 9/29/00 (3 rd Amendment) 7/28/03 (4 th Amendment) 9/28/03 (5 th Amendment) 1/14/04 (6 th Amendment) 9/1/05 (7 th Amendment)
Square Footage:	281 (Suite 805) 14,378 (Suite 900) 5,341 (Suite 1250) 3,163 (Suite 1260) 14,378 (Suite 1300) <u>14,378</u> (Suite 1400) 51,919 TOTAL
Term:	Suites 1250, 1300 & 1400 (“Extension Premises”) was to commence on the earlier to occur of: (i) the Completion Date (4/1/04, subject to extension for LL delays) or (ii) 7 days after Substantial Completion of the 4 th Amend. TI’s, and ends 10 yrs from the Extension Commencement Date. (4 th Amend.) Suites 805, 900 & 1260 (“7 th Amend. Expansion Premises”) is 9/1/05 - 8/31/10 (7 th Amend.)
Renewal Options:	For Suites 1250, 1300 & 1400, T has two renewal options at 5 years each at FMV, upon 12 – 15 mo. notice. (4 th Amend; Rider I) For Suites 805, 900 & 1260, T has one option at 5 years upon 9 – 12 mo. notice at rent to be negotiated. (7 th Am.)

Fixed Minimum Rent: (7th Amend., 6th Amend.)

Suites 805, 900 & 1260

Period	Annual Rent	Monthly Rent	Annual Rent/SF	SF
9/1/05 - 8/31/08	\$320,796.00	\$26,733.00	\$18.00	17,822
9/1/08 - 8/31/09	\$329,707.00	\$27,475.58	\$18.50	
9/1/09 - 8/31/10	\$338,618.00	\$28,218.17	\$19.00	

Option TBN

Suites 1250, 1300 & 1400 [See "T.I. Allowance" section below]

Period	Annual Rent	Monthly Rent	Annual Rent/SF	SF
Ext. Comm. Date - LED	\$656,916.96	\$54,743.08	\$19.27	34,097
Option	FMV			

Common Area Maintenance:

Pro rata share of increases in operating expenses over BY. Operating expenses includes insurance; utilities; service, testing and other charges in operation & maintenance of elevators, plumbing, sprinkler, security, HVAC; cleaning; tools & supplies; repair; landscaping; security; license, permit & inspection fees; management fees; wages & benefits for employees; accounting; legal services; trash removal; garage & parking maintenance, repair, repaving & operation costs; and charges assessed against the Property under recorded or contractual covenants. T also pays pro rata share of additional pass through costs required under govt. law/regulation or that would result in labor or energy savings if amortized over reasonable period w/ interest at 10%/yr. 100% occupancy gross-up (\$2.2)

BY is 2005 for Suites 805, 900 & 1260. (7th Amend.)

BY is 2004 Suites 1250, 1300 & 1400. (4th Amend.)

Annual increases in controllable operating costs (everything except taxes, insurance, utilities & security) capped at 5%, cumulative, beginning on the Extension Commencement Date. (4th Amend.)

Taxes:

Pro rata share of increases over BY. 100% occupancy gross-up. (\$2.2)

BY is 2005 for Suites 805, 900 & 1260. (7th Amend.)

BY is 2004 for Suites 1250, 1300 & 1400. (4th Amend.)

Management Fee:

Included in operating expenses; silent as to %. (\$2.2)

Insurance:

Included in operating expenses. (\$2.201(b))

Utilities:

Utilities are included in operating expenses. (\$2.2; \$5.1)

LL to provide HVAC on Saturdays from 7:00 a.m. to 5:00 p.m. at LL's expense. Any other overtime HVAC is \$42/hr. (4th Amend.)

Any Special Expense Calculations?:	None
Pro Rata Calculation:	Suites 805, 900 & 1260: sf of Premises / sf of building (Basic Lease Provision) 10.14% for Suites 1250, 1300 and 1400; defined as sf of Premises (34,097) / sf of building (336,128). (5 th Amend.)
Tenant Option to Purchase:	None
Tenant Right of First Refusal:	T has a ROFR on any space located on the 12 th and 15 th floors, subject to rights previously granted to other tenants and subject to the rights of the GSA. (4 th Amend; Rider 2)
Termination Rights:	None
Co-Tenancy:	None
Covenant to Operate:	Abandonment or vacation > 10 days is an Event of Default. (§13.105, §13.106)
Subletting or Assignment Rights:	Prohibited w/o prior written LL consent. T remains liable. Notwithstanding the foregoing, T allowed to merge into another entity so long as net worth of surviving entity is equal to T's net worth. T may allow subsidiaries and affiliates to use portions of Leased Premises for general office purposes. (§10; Rider 10A)
TI Allowance:	\$1,022,910 for 34,097 sf (\$30/psf). (4 th Amend.) T elected to take an additional TI allowance of \$5.00/psf on 34,097 sf (Suites 1250, 1300 & 1400). T is repaying such sum over the remaining lease term at 6% per annum (minimum rent for such spaces has been increased to \$19.27/psf). (6 th Amend.)
Free Rent Period:	N/A
Guarantor:	None
Required to Give Financials and/or Tax Returns for Tenant and/or Guarantor(s):	N/A
Security Deposit:	None
Miscellaneous:	For the Extension Premises (Suites 1250, 1300 & 1400), T entitled to up to 70 unreserved parking spaces in garage at \$53/mo. per space for first 5 years of Expansion Term; 90% FMV for last 5 yrs of term. (4 th Amend.) T may rent up to 900 sf of storage space on the 3 rd level of the parking garage at \$7.00/psf/yr. (4 th Amend.)
Job #/Reviewer/Date:	DD06-908; JPW; 9/26/06