

## Title Company

Tenant Name: Title Company DBA: Title Company  
 Premises: Suit 100, World Circle City/State/Zip: San Diego, CA 92590  
 Landlord: Park Office, LLC  
 Date Prepared: 11/16/2015

**TENANT SPACE INFORMATION**

Rentable Square Feet: 3665 SF  
 Comments: (3rd Amend., Sec. 3, Pg. 1)

**TERM, LEASE INDEX and NOTES**

Lease Agreement Date: 7/22/2008  
 Lease Commencement Date: 9/1/2008  
 Lease Expiration Date: 1/31/2020  
 Rent Commencement Date: 9/1/2008  
 Term: Years: 11 Months: 5  
 Lease Index: A) Lease Agreement dated 7/22/2008.  
 B) Third Amendment to Lease dated 10/28/2014.  
 C) Second Amendment to Lease dated 12/9/2011.  
 D) First Amendment to Lease dated 7/24/2008.  
 E) Early Termination Agreement dated 7/25/2008.  
 Guarantor: N/A. (L, Sec. 1.11, Pg. 1)  
 Base Financial Notes: None.

**COST SCHEDULE**

Free Rent: No Lease provision.

Base Rent:	Term	Begin	End	Monthly	Annual	PSFRate	SqFt
	BASE	2/1/2015	1/31/2016	\$7,696.50	\$92,358	\$25.20	3,665
	BASE	2/1/2016	1/31/2017	\$7,927.42	\$95,129	\$25.96	3,665
	BASE	2/1/2017	1/31/2018	\$8,165.25	\$97,983	\$26.73	3,665
	BASE	2/1/2018	1/31/2019	\$8,410.17	\$100,922	\$27.54	3,665
	BASE	2/1/2019	1/31/2020	\$8,662.50	\$103,950	\$28.36	3,665

Comment(s): PrePaid rent: T shall pay \$3104.50 upon execution of lease. (L, Sec. 1.7, Pg. 1)

CPI: No Lease provision.

Percentage Rent: No Lease provision.

Breakpoint: No Lease provision.

Percentage Rent Notes: No Lease provision.

Recapture Rights: No Lease provision.

TI Allowance: No Lease provision.

**DEPOSIT INFORMATION**

Security Deposit: \$3104.5, which shall be returned w/out payment of interest after the expiration of the

Lease. (3rd Amend, Sec. 12, Pg. 2; L, Sec. 5, Pg. 4)

## RECOVERIES

CAM/Operating Expenses:	<p>T shall pay its PRS of Operating Expenses in excess over the Base Year. (3rd Amend., Sec. 6, Pg. 1; L, Sec. 4.2, Pg. 3)</p> <p>PRS: 6.67%. (3rd Amend., Sec. 6, Pg. 1) Base Year: 2015. (3rd Amend., Sec. 6, Pg. 1) CAP: 5% for Controllable Operating Expenses (except taxes, insurance, utilities). (3rd Amend., Sec. 6, Pg. 1)</p> <p>Gross Up: 95%. (L, Sec. 4.2(d), Pg. 3)</p> <p>Inclusions: All costs of operations, maintenance, replacement, and repair of common areas, Trash disposal, janitorial and security services; cost of premiums for liability and property insurance policies maintained by LL; cost of water, sewer, gas, electricity, and other utility services provided to the Office Building Project; Labor, salaries and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining, cleaning and managing, together with all accounting, property management and asset management fees attributable to the operation of the Office Building Project; Replacements of equipment or improvements that have a useful life for depreciation purposes according to Federal income tax guidelines of 5 years or more provided, however, the applicable annual depreciation expense is amortized over such life; 100% of the replacement cost of equipment or improvements that have a useful life for depreciation purposes according to Federal income tax guidelines of 5 years or less shall be expensed in the calendar year such expense is incurred. (L, Sec. 4.2(e), Pg. 4)</p> <p>Exclusions: LL's legal, marketing, or tenant improvement costs associated with the leasing of space in the Office Building Project; expenses paid by any T directly to third parties, or as to which LL is otherwise reimbursed by any third party, other tenant, or by insurance proceeds. (L, Sec. 4.2(g, h), Pg. 4)</p>
Real Estate Taxes:	<p>T to pay its PRS in excess of Base Year. PRS: 6.67%. BY: 2015. (3rd Amend., Sec. 6, Pg. 1; L, Sec. 4.2, 10, Pg. 3, 8)</p>
Prop 13/Reassessment	<p>No Lease provision.</p>
Administrative Fee:	<p>No Lease provision.</p>
Management Fee:	<p>Included in Operating Expenses. (L, Sec. 4.2(e), Pg. 3-4)</p>
Insurance:	<p>Included in CAM. (L, Sec. 4.2(e), Pg. 4)</p>
Merchant's Assoc/Promo Fund:	<p>No Lease provision.</p>
Utilities:	<p>T shall pay for all water, gas, heat, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises. If any such services are not separately metered to the Premises T shall pay at Landlord's option, either T's Share or a reasonable proportion to be determined by LL of all charges jointly metered with other premises in the Building. (L, Sec. 11, Pg. 9)</p>
After Hours HVAC:	<p>No Lease provision.</p>

## OPTIONS

Renewal:	<p>One, 3 year renewal option by giving LL written notice not less than 120 days before the expiration date. Renewal rent shall be based on the then Prevailing Market Rates as agreed by both the parties. (3rd Amend., Sec. 8, Pg. 2)</p>
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<b>Expansion:</b>	No Lease provision.
<b>Termination:</b>	T shall have the right to terminate the lease after 36 months of the initial term by giving 6 months prior written notice and pay a termination fee. Termination fee equal to (a) unamortized portion of the leasing commissions paid by LL in connection with this Lease for the period of time from the Termination Date through the Expiration Date; (b) unamortized portion of the LL's Improvement Cost for the period of time from the Termination Date through the Expiration Date; (c) 6 months of the then current Base Rent. (3rd Amend., Sec. 9, Pg. 2)
<b>1't Right/Refusal:</b>	No Lease provision.
<b>Purchase Option:</b>	No Lease provision.
<b>Contraction:</b>	No Lease provision.
<b>Kick-out:</b>	No Lease provision.
<b>Other Options:</b>	Relocation: LL shall have the right, upon providing not less than 45 days written notice to T, to move T to other space of comparable size in the Office Building Project or any other comparable building owned by LL located within close proximity to the Premises. The new space shall be provided with improvements of comparable quality to those within the Premises. (L, Sec. 56, Pg. 17)

#### **RESTRICTIONS**

<b>Exclusive:</b>	No Lease provision.
<b>Permitted Use:</b>	Financial planning and related class A office use. (L, Sec. 1.4, 6, Pg. 1,5)
<b>Prohibited Use:</b>	No Lease provision.
<b>Radius Restriction:</b>	No Lease provision.

#### **LANDLORD/TENANT RIGHTS**

<b>Assignment/Subletting:</b>	T shall assign or sublet the premises w/ out prior written consent of LL to its affiliates. Consent required for third party transfer. Assignment Fee: Nofundable administrative fee of \$500. Rent Profit: 100%. (3rd Amend., Sec. 15, Pg. 2, L, Sec. 12.1, Pg.9)
<b>Alterations:</b>	Prior written consent of LL is required to make any alterations, improvements, additions, Utility installations or repairs in the premises. T to provide as-built plans and specifications for any alterations, improvements, additions, or Utility Installations. (L, Sec. 7.3, Pg. 6)
<b>Casualty:</b>	If Premises building is partially damaged (which is an Insured Loss), LL shall be responsible, at its sole cost, to repair such damage to the condition at the time of damage. If the partial damage caused to Premises is not insured, LL may, at sole cost, repair the damage or terminate the Lease w/ 30 days written notice to T. If the Premises or Building is totally damaged, by an insured or uninsured loss, LL may, at sole cost, repair the damage or terminate the Lease w/ 30 days written notice to T. If any damage to the Premises or Building occurs during the last 12 months of the Term and LL's contractor notifies LL in writing that such damage cannot be repaired w/in 60 days after such damage, T or LL may terminate the Lease w/ 30 days written notice to the other party w/in 10 days of LL's receipt of from contractor's notice. (L, Sec. 9, Pg. 8)
<b>Condemnation:</b>	If the Premises, wholly or partly, is taken under the power of eminent domain, this Lease shall terminate as to the part so taken on the date of such taking. If Premises is so taken that it adversely affects profitability of T's business, T may terminate the Lease w/ 30 days written notice after such taking. If the Lease is not terminated, Rent will be

abated proportionately. (L, Sec. 14, Pg. 11)

**Co-Tenancy:**

No Lease provision.

**Go Dark:**

No Lease provision.

**Default:**

Monetary: W/in 3 days after written notice from LL.

Non- Monetary: W/in 30 days after the written notice from LL. (L, Sec. 13.1, Pg. 10)

**Holdover:**

Holdover by T, MTM tenancy at 200% of the last payable rent and such tenancy may be terminable by either party upon 30 days written notice. (L, Sec. 26, Pg. 13)

**Insurance:**

T Insurance: T to maintain: (i) Comprehensive general liability insurance of not less than \$1,000,000/ occurrence of bodily injury and property damage (ii) Fire and extended coverage insurance against vandalism and malicious mischief at full replacement value; (iii) Worker's Compensation Insurance not less than \$1,000,000; (iv) Commercial General Liability Insurance of not less than \$1,000,000 for each occurrence, \$2,000,000 for products completed operation aggregate; (v) Automobile Liability Insurance not less than \$1,000,000 combined single limit bodily injury and property damage coverage. Additional Insured: Manager's or LL's. Notice of Cancellation: 30 days; Waiver of Subrogation: Yes. (L, Sec. 8, Pg. 6, Exh. D)

**Late Fee:**

If rent payments are not received by LL w/in 5 days after due date, T to pay late fee of 10% of overdue amount or \$150 whichever is higher. (L, Sec. 13.4, Pg. 11)

**Subordination:**

Upon request of LL, w/in 10 days T agrees to execute and deliver evidencing document of such subordination. T does hereby make, constitute and irrevocably appoint LL as T's attorney-in-fact and in T's name, place and stead, to execute such documents. Lease shall be subject and subordinate at all times to: (i) all ground leases or underlying leases which may now exist or hereafter be executed affecting the Building; and (ii) the lien of any mortgage or deed of trust, or any other hypothecation or security which may now exist or hereafter be executed for which the Premises, the Office Building Project, or any leases thereof, or LL's interest and estate in any of said items specified as security, and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. (L, Sec. 30, Pg. 13)

**Surrender of Premises:**

Upon termination of the Lease, the Premises shall be returned to LL in good order, condition and repair, normal wear and tears and repairs are excepted. (L, Sec. 3.5, Pg. 3)

**Estoppel:**

Upon prior written notice from LL, w/in 10 days T shall execute acknowledge and deliver an Estoppel Certificate. (L, Sec. 16, Pg. 12)

**Parking:**

T shall have the right to use 15 unreserved parking spaces, at no charge. (3rd Amend, Sec. 11, Pg. 2; L, Sec. 1.14, Pg. 1)

**Other Notes:**

No Lease Provision.

**ADDITIONAL INFORMATION**

**Brokers:**

ABC & Associates Commercial Real Estate Services. (L, Sec. 1.10, Pg. 1)

**Missing Documents:**

None

**Unexecuted Documents:**

None