



# Tony's Villa, LLC

Z Sample Plaza II

## Percentage Rent

None

## Consumer Price Index / Porter's Wage Adjustment

None

## Expense Recoveries

**CAM** Lease, sec. 6.01-6.04, par. Pgs 6-7

<u>Recovery ID</u>	<u>Group(s)</u>	<u>Type</u>	<u>Pro-Rata Share</u>	<u>Base Year</u>	<u>Base Amount</u>	<u>Gross-Up %</u>	<u>Cap</u>
CAM	Retail	Net	3.0000%			0%	Yes

**Notes:** 1) Pro rata plus 10% adm fee, excluding insurance. LL stmt due annually by 3/ 31. Capital and management fee expenses excluded. See Sec 6.04 for detail on CAM increase cap.

**Ins.** Lease, sec. 3.04/6.04, par. 5;7

<u>Recovery ID</u>	<u>Group(s)</u>	<u>Type</u>	<u>Pro-Rata Share</u>	<u>Base Year</u>	<u>Base Amount</u>	<u>Gross-Up %</u>	<u>Cap</u>
Insurance	Retail	Net	3.0000%			0%	No

**Notes:** 1) Pro rata for LL's cost of CGL & All Risk for all buildings.

**RETaxes** Lease, sec. 3.04/6, par. Pg 5-7

<u>Recovery ID</u>	<u>Group(s)</u>	<u>Type</u>	<u>Pro-Rata Share</u>	<u>Base Year</u>	<u>Base Amount</u>	<u>Gross-Up %</u>	<u>Cap</u>
Taxes	Retail	Net	3.0000%			0%	No

**Notes:** 1) Pkng surcharge and Rental tax included. LL to obtain separate tax ID or apportion taxes for Out Parcel, which are NOT TT obligation - see clause for definition. Sec 22.01, TT pays taxes on FF&E. Only LL may contest taxes, costs pro rata to TT regardless of outcome.

### General Recovery Notes:

- 1) Sec 3.04, lease is NNN. Pro Rata share is costs times ratio of Premises SF to Building SF for CAM, TAX, and INS.
- 2) TT pymts in advance per LL estimates; copy of INS/TAX bills is sufficient evidence for estimates.

## Other Charges

### Utilities and Other Charges - Utility

Utilities

Lease, sec. 8.01, par. Pg 10

**Provision:** TT pays directly or pro rata through recharge.

## Security Deposits

### Deposits - Deposits-

Deposits

Lease, sec. 25.01, par. Pg 19

<b>Interest Bearing:</b>	No
<b>Letter of Credit:</b>	None
<b>Cash:</b>	<b>Date</b> <b>Amount</b>
	1/15/05                      \$6,600.00

## Tenant Improvements and Allowances

### Tenant Allowance - Tenant Improvement

Allow\_TI-

Lease, sec. 4, par. Pg 4

**Amount:**                      \$25,000.00  
**Terms:**                      To be paid on TT occupancy.

### Options and Encumbrances

#### Renewal

Renew

Lease, sec. 26, par. Pg 21

<b>Notification:</b>	Notification to Renew must be between 1/14/09 and 7/14/09	
<b>Renewal Term:</b>	5 Years	
<b>Commence:</b>	1/15/10	
<b>Expire:</b>	1/14/15	
<b>Renewal Rent:</b>	Specified/Other: See below \$49.50 PSF. See clause for TT conditions required to exercise option.	
<b>Critical Dates:</b>	<b>Date</b>	<b>Event</b>
	1/14/09	Earliest date upon which Renewal notification for Renew must be provided (latest date is 7/14/2009).
	7/14/09	Latest date upon which Renewal notification for Renew must be provided (earliest date is 1/14/2009).

#### Termination - LL/Tenant Termination

Term\_LL AND TT-

Lease, sec. Various, par. Various

<b>Notification:</b>	Notification to Terminate can be any time
<b>Effective:</b>	Termination effective any time
<b>Termination Fee:</b>	Specified
	LL ONLY TERMINATION:
	1) Sec 15.01(c), in certain events of TT change of ownership.
	LL AND TT TERMINATION:
	2) Sec 17, in certain circumstances of eminent domain.
	3) Sec 18.01, in certain circumstances for damage and destruction.

### Other Lease Provisions

#### Default Provisions - Landlord Default

Default\_LL-

Lease, sec. 20.07, par. Pg 17

**Non-Monetary Cure Period:** 30 Calendar Days

**Notes:** 1) LL default including failure to perform after 30 days notice from TT or more if needed to cure and Sec 7.09, breach of TT exclusive rights.

Sec 20.08, prevailing party can recover atty fees.

#### Default Provisions - Tenant Default

Default\_Ten-

Lease, sec. 20.01, par. Pg 15-17

**Monetary Cure Period:** 10 Calendar Days

**Non-Monetary Cure Period:** 30 Calendar Days

**Notes:** 1) TT default incl non-pymt for 10 days, abandonment, vacating for 30 consecutive days, paid or not, illegal assignments, non-performance for 30 days after notice unless TT acts within 30 days and cures within 90 days, bankruptcy, etc. Sec 7.06, breach of LL rules per Ex. C, Sec 9.02, failure to dispose of liens within 60 days and/ or pay LL costs within 30 days.

LL remedies incl TERMINATION. Sec 20.02, calc of "worth at time of award" due LL.

Sec 20.08, prevailing party can recover atty fees.

---

---

# Tony's Villa, LLC

Z Sample Plaza II

---

---

## Estoppel

Estoppel

Lease, sec. 25.09, par. Pg 19

**Response Period:** 20 Calendar Days

## Holdover

Holdover-

Lease, sec. 24.01, par. Pg 18

**Provision:** MTM tenancy at 150% Minimum Rent

## Insurance - Landlord

Insure\_LL-

Lease, sec. 3.04, par. Pg 5

**Self Insurance:** No

**Insurance Type**

All Risk/Casualty

Liability

**Required Coverage**

FRV, excludes South Parcel

\$5,000,000 Comb Single Limit. TT as A/I

**Notes:** 1) Sec 12, TT indemnification of LL. Sec 22.02, LL not liable for TT FF&E. Ex. E, LL not responsible for stolen property from Premises, ex. willful act or gross negligence.

## Insurance - Tenant

Insure\_Ten-

Lease, sec. 12, par. Pg 11-12

**Self Insurance:** No

**Insurance Type**

Liability

**Required Coverage**

\$1,000,000 per person, \$2,000,000 per occ, \$500,000 prop damage

**Notes:** 1) LL and other parties A/I per their interests; 30 days notice of change/ cancellation; blanket acceptable; COI 30 days prior to expiration. TT to indemnify LL except for LL's willful negligence. Sec 22.03, prompt notice to LL of fire or accident, major defect in HVAC, plumbing, electric in Premises.

## Late Fees and Interest - Late Fees

LateFee/ Int-

Lease, sec. 3.06, par. Pg 6

**Provision:** LATE FEE: on Min Rent only after 5 days at 1-1/2% per month or partial. Need to verify no late fee on additional rents.

INTEREST: Sec 16.01 and Sec 20.04, 12% per annum or maximum allowed by law.

## Signage

Signage-

Lease, sec. 10, par. Pg 11

**Provision:** LL to approve all TT signs, to comply with local law & LL's criteria. TT not to use objectionable advertising per LL or other tenants. No exterior lighting or plumbing, shades or awnings, decoration or painting, fences or changes to storefront without LL written consent. See also Ex. E for LL right to remove violating signage at TT expense.

## Sublease / Assignment - Sublease & Assignment

Sub\_Assign-

Lease, sec. 15, par. Pg 12-13

**LL Consent Required:** Yes

**LL Recapture Rights:** Silent

**LL Share of Sublease Profits:** Yes, percentage: 100%

**Can Tenant Rescind on LL Recapture:** Silent

**Notes:** 1) See conditions for permitted assign/ sublet. TT to remain liable, and pay \$500 for LL adm. review costs. LL may TERMINATE in certain cases. TT permitted to assign to parent/ subsidiary/ successor in interest without consent.

# Tony's Villa, LLC

## Z Sample Plaza II

### Subordination / Non-Disturbance

SubND  
Lease, sec. 25.02, par. Pg 19

<u>Subordination</u>		<u>Non-Disturbance Required From</u>
Existing Mortgages/Deeds of Trust	> Lease	Existing Mortgages/Deeds of Trust
Future Mortgages/Deeds of Trust	> Lease	Future Mortgages/Deeds of Trust
Existing Ground/Underlying Leases	[Silent]	
Future Ground/Underlying Leases	[Silent]	

### Use, Restrictions, and Exclusivity - Exclusivity

URE\_Exclusive-  
Lease, sec. 7.09, par. Pg 9

**Provision:** If TT not in default & continuously operating, LL not to lease to direct competitor of TT. Does not apply to existing tenant in current locations or tenants > 10,000 SF. See clause for TT remedies, incl TERMINATION.

### Use, Restrictions, and Exclusivity - Restrictions

URE\_Restrict-  
Lease, sec. 7, par. Pg 9

**Provision:** See Sec 7.08 for TT acknowledgement of retail bank/ financial institution in Out Parcel, and that remainder of development is restricted from providing any banking functions, incl ATM. TT agrees to be bound by any use restrictions which do not affect TT's permitted use.

### Use, Restrictions, and Exclusivity - Use

URE\_Use-  
Lease, sec. 1.12, par. Pg 3

**Provision:** For the sole purpose of selling Italian food in a sit down restaurant with any products or services which may be generally offered by similar commercial restaurants, including incidental sale of wearable items & merchandise containing TT's logo. Sec 21.01, TT not to change trade name without written consent of LL.

## Retail

### Business Hours

Business Hours-  
Lease, sec. 8, par. Pg 11

**Provision:** TT may operate at all hours between 10 AM and 1 AM, seven days a week.

### Go Dark / Co-Tenancy - Co-Tenancy

Co Tenancy-  
Lease, sec. 8, par. Pg 9

**Provision:** TT may pay 2% sales in lieu of base rent if Anchor tenant ceases operation for more than 6 consecutive months and is not replaced by a Comparable tenant. See Sec 8 for full details.

### Go Dark / Co-Tenancy - Go Dark

Go Dark-  
Lease, sec. 7.01, par. Pg 7

**Provision:** TT has one right to kick out after 24 months operation if sales do not equal \$2,400,000 for the prior 12 months.

### Radius

Radius-  
Lease, sec. 22, par. Pg 31

**Provision:** 3 Miles

## Contacts

None

## Subleased Space Summary

None