



Two Circle Star Way - San Carlos, CA

Lease Abstract

BASIC INFORMATION

DBA:	2500 W.L.B. Inc.	Property Type:	Office	Abstracted / Revised:	3/12/2014	
Legal Tenant Name:	2500 W.L.B. Inc.	Premises SF:	44	Term (Year / Month):	20 / 0	
Premises Address:	Two Circle Star Way		Suite / Unit:	Portion of 1st Floor		
Location:	San Carlos	CA	94070	Lease Agreement Date	4/18/2000	
Landlord Name:	Circle Star Center Associates, L.P.		Lease Comm Date:	4/18/2000	Lease Expiration Date:	4/17/2020
Rent Comm Date:	4/18/2000					

DOCUMENT INVENTORY

- 1) 4/18/2000 Lease Agreement
- 2) 8/31/2006 First Amendment to Lease Agreement

MISSING DOCUMENTS

None.

COMMENTS AND DISCREPANCIES - Subject to Verification

A) Comparison of Rent Roll dated 12/31/2013 vs. Lease:
 (i) Current Rent: Rent Roll reflects \$52.87/mo (\$14.42/SF/yr) with 3% annual increases calculated on 36 SF initially at \$1.00/SF/mo; Abstract reflects \$64.62/mo (\$17.62/SF) with 3% annual increases calculated on 44 SF initially at \$1.00/SF/mo per 1st Amendment.

RENT TABLE (Current and Future Rent Terms)

Rent Description	Start Date	End Date	Annual Rent	Monthly Rent	PSF	Sq Ft	Pymt Due	Escalation
<i>Reference or Unit:</i>	<i>Portion of 1st Floor</i>							
Base Rent - Other	4/18/2013	4/17/2014	\$775.39	\$64.62	\$17.62	44	M	
Base Rent - Other	4/18/2014	4/17/2015	\$798.65	\$66.55	\$18.15	44	M	
Base Rent - Other	4/18/2015	4/17/2016	\$822.61	\$68.55	\$18.70	44	M	
Base Rent - Other	4/18/2016	4/17/2017	\$847.28	\$70.61	\$19.26	44	M	
Base Rent - Other	4/18/2017	4/17/2018	\$872.70	\$72.73	\$19.83	44	M	
Base Rent - Other	4/18/2018	4/17/2019	\$898.88	\$74.91	\$20.43	44	M	
Base Rent - Other	4/18/2019	4/17/2020	\$925.85	\$77.15	\$21.04	44	M	

Rent Comments:	None.
Rent Abatements:	None reflected.

OPTIONS

Renewal	Doc/Sec 1st Amd/BLI; 3; Lease/41; 42	Next - Notice End Date:	04/17/19	Description:	Other
		Next - Option Start Date	04/18/20	Amount (\$):	
		Next - Option End Date:	04/17/2030		

Seven 10-year options and one subsequent additional 9 year term upon written notice at least 12 months prior to the Expiration of the immediately preceding Term with Rent at the greater of the Monthly Base Rent paid during the last month of the immediately preceding Term or the Fair Market Rental Value.

REIMBURSEMENTS

CAM / Operating Expenses	Doc/Section: 1st Amd/BLI; Lease/4c(i)(E)
T shall pay T's Share (0.043%) of Expenses subject to 95% gross up.	
Base Year	Doc/Section: N/A
None reflected.	
Gross Up	Doc/Section: Lease/4c(i)(E)
95%	
Real Estate Taxes	Doc/Section: 1st Amd/BLI; Lease/4c
T shall pay T's Share (0.043%) of Real Estate Taxes.	
Real Estate Tax Assessment Limitation (On Sale)	Doc/Section: Lease/4c
None reflected.	
Landlord Insurance	Doc/Section: Lease/4c(i)(E)
Included in Expenses.	
Utilities	Doc/Section: 1st Amd/8; Lease/4c(i)(E); 13b
Premises: Subject to certain conditions, T may elect to reconfigure the electrical power source to the Premises such that, rather than using electricity provided by LL through the Building's electrical power source and equipment, T instead has a dedicated source of power to the Premises from the Sign's power source ("Reconfiguration").	
T shall be responsible for arranging for, and direct payment of any and all cost of, internal security, transportation management programs, telephone, cable and digital communications equipment and services, and any and all other utilities and services not provided by LL.	
Common Area: Included in Expenses.	

Administration / Management Fee	Doc/Section: Lease/4c(i)(E)
Management fees (not to exceed 3% of Monthly Base Rent and Additional Charges, excluding the management fee), included in Expenses.	
Taxes on Rent	Doc/Section: Lease/4c(i)(C)
Included in Real Estate Taxes.	
Building Services	Doc/Section: Lease/13c
T shall have access to the Premises, and LL shall furnish the following services and utilities to the Premises and the Building Common Areas (as applicable), 24/7: water, electricity, HVAC, janitorial services and elevator service.	
Overtime HVAC	Doc/Section: Lease/13c
None reflected.	
Tenants Share Denominator	Doc/Section: N/A
No Lease provision.	
TENANT IMPROVEMENT ALLOWANCE	
Current / Future Tenant Improvement Allowance	Doc/Section: N/A
No Lease provision.	
Prior Tenant Improvement Allowance	Doc/Section: N/A
No Lease provision.	
SECURITY INFORMATION	
Guarantor / Liability Limitations	Doc/Section: N/A
No Lease provision.	
Security Deposit (Current Amount)	Doc/Section: N/A
\$0.00	
Security Deposit Notes	Doc/Section: N/A
No Lease provision.	
TENANT OPTIONS	
Expansion	Doc/Section: N/A
No Lease provision.	
Contraction	Doc/Section: N/A
No Lease provision.	
Right of First Offer (ROFO) / Refusal (ROFR)	Doc/Section: N/A
No Lease provision.	
Termination - Tenant (Other)	Doc/Section: 1st Amd/9
T shall have the option to terminate the Lease with respect to the entire Premises at any time during the Term by delivering written notice to LL no less than 30 days prior to the effective date of such termination.	
Purchase	Doc/Section: N/A
No Lease provision.	
LANDLORD OPTIONS	
Relocation Rights - Landlord	Doc/Section: 1st Amd/6
LL shall have the right to relocate the entire Premises to another location in the Building or within the Project, upon all of the following terms, covenants and conditions: (a) Any relocation will be without additional or increased cost to T, either in connection with the relocation itself or in connection with T's ongoing Permitted Use of the Premises, and without interruption of T's Permitted Use at any time. (b) LL shall have the right of relocation of the Premises on at least 90 days' written notice given to T at any time during the Term. (c) Unless otherwise approved by T, the relocated Premises must be of substantially comparable size to the initial Leased Premises and be in a location and configuration that is, in T's reasonable judgment, acceptable for T's Permitted Use. (d) LL shall pay the reasonable cost of moving or replacing T's property and equipment to the relocated Premises, and the reasonable cost of moving or replacing all conduit or other utility facilities that connect the Premises to the Sign Easement and to equipment and to the Sign located on or within the Sign Easement as T may determine is reasonably necessary or appropriate for the Permitted Use to the extent consistent with T's use of the Premises immediately prior to such relocation (with the actual moving and/or replacement of all such property, equipment and/or conduit being, at T's option, either conducted by LL or by T). As appropriate or applicable, and at T's option, LL shall either improve the new Premises with improvements substantially similar to those located in the space T is to vacate without cost or expense to T, or will reimburse T for all reasonable costs and expenses incurred by T in order for T to improve the new Premises with improvements substantially similar to those located in the space T is to vacate.	
Termination - Landlord	Doc/Section: N/A
No Lease provision.	
USE / RESTRICTIONS	
Permitted Use	Doc/Section: 1st Amd/BLI; Lease/2
Storage and operating room for the computers and monitoring systems related to the sign structures and the electronic signs contained therein now or hereafter located on the Project, which signs have 2 faces and are visible from both northerly-bound and southerly-bound traffic on Highway 101 (the "Permitted Use").	
Exclusive - Restrictions on Other Tenants	Doc/Section: N/A
No Lease provision.	
LEGAL	

Assignment / Sublease Rights

Doc/Section: Lease/10

Is LL Consent Required: Yes, not to be unreasonably withheld.

Exceptions to LL Consent: T may enter into any of the following transfers (a "Permitted Transfer") without LL's prior written consent and without triggering LL's rights under Paragraph 10(c): (1) T may assign its interest in the Lease to a corporation or other entity which results from a merger, consolidation or other reorganization, so long as the surviving corporation or entity has a net worth immediately following such transaction that is equal to or greater than the net worth of T both as of the date of the Lease and as of the date immediately prior to such transaction; and (2) T may assign the Lease to a corporation or other entity which purchases or otherwise acquires all or substantially all of the assets of T, so long as such acquiring corporation or entity has a net worth immediately following such transaction that is equal to or greater than the net worth of T as of the date immediately prior to such transaction.

T shall have the right, without LL's consent, but with written notice to LL at least 10 days prior thereto, to enter into an Assignment of T's interest in the Lease or a Sublease of all or any portion of the Premises to an Affiliate (a corporation or other entity which controls, is controlled by or is under common control with T by means of an ownership of either (aa) more than 50% of the outstanding voting shares of stock or partnership or other ownership interests, or (bb) stock, or partnership or other ownership interests, which provide the right to control the operations, transactions and activities of the applicable entity) of T, provided certain conditions are met.

T shall have the right, without LL's consent, but with written notice to LL at least 10 days prior thereto, to enter into an Assignment of T's interest in the Lease to the purchaser of the Sign from T, provided that in connection with an Assignment, such purchaser delivers to LL concurrent with such Assignment a written notice of the Assignment and an assumption agreement whereby Such purchaser assumes and agrees to perform, observe and abide by the terms, conditions, obligations, and provisions of this Lease arising from and after the effective date of the assignment.

Can LL Recapture the Premises: Yes.

Assignor / Assignee

Doc/Section: N/A

Not Applicable.

Monetary Default

Doc/Section: Lease/20a

3 days after written notice, provided however, LL shall not be required to provide such notice more than 4 times during any 2 year period during the Term.

Non-Monetary Default

Doc/Section: Lease/20a

30 days after written notice, subject to certain exceptions, not to exceed 90 days.

Default Interest

Doc/Section: Lease/4d

Any outstanding Monthly Base Rent, Additional Charges, late charges and other outstanding amount with respect to which T is in default shall accrue interest at an annualized rate of the lesser of (i) the greater of, 10% or The Federal Reserve Discount Rate plus 5%, or (ii) the maximum rate permitted by law ("Default Rate"), until paid to LL.

Late Fee

Doc/Section: Lease/4d

Any amount of unpaid Monthly base Rent or Additional Charges shall be increased by a late charge to be paid to LL by T in an amount equal to 4% of the amount of the delinquent Monthly Base Rent or Additional Charges.

Subordination

Doc/Section: Lease/16

Without the necessity of any additional document being executed by T for the purpose of effecting a subordination, the Lease shall be subject and subordinate at all times to: (i) the Encumbrances and all ground leases or underlying leases which may now exist or hereafter be executed affecting the Building or the land upon which the Building is situated or both; (ii) any CC&Rs or other similar Encumbrances, currently in effect or that LL may enter into in the future, that affect all or any portion of the Project; and (iii) the lien of any Mortgage which may now exist or hereafter be executed in any amount for which the Building, land, Project, ground leases or other underlying leases, or LL's interest or estate in any of said items, is specified as security. Notwithstanding the foregoing, LL shall have the right to subordinate or cause to be subordinated any such ground leases or underlying leases or any such mortgages or other liens or encumbrances to this Lease. In the event that any ground lease or underlying lease terminates for any reason or any Mortgage is foreclosed or a conveyance in lieu of foreclosure is made for any reason, T shall, notwithstanding any subordination, attorn to and become the T, on the terms and conditions of this Lease, of the successor in interest to LL at the option of such successor in interest. The Lease shall not be subject or subordinate to any ground or underlying lease or to any Mortgage, lien or other security interest affecting the Premises, unless the ground lessor, Mortgagee or other holder of the interest to which this Lease would be subordinated executes a reasonable recognition and non-disturbance agreement which provides that T shall be entitled to continue in possession of the Premises on the terms and conditions of this Lease if and for so long as T fully performs all of its obligations hereunder. T covenants and agrees to execute and deliver upon demand by LL and in, the form requested by LL and reasonably acceptable to T, any customary additional documents evidencing the priority or subordination of this Lease with respect to any such ground leases or underlying leases or the lien of any such Mortgage. T shall execute, deliver and record any such documents within 10 days after LL's written request.

Is Attornment by Tenant Provided: Yes.

Estoppel Certificate

Doc/Section: Lease/14

T, at any time and from time to time, within 10 days from receipt of written notice from LL, will execute, acknowledge and deliver to LL and, at LL's request, to any prospective tenant, purchaser, ground or underlying lessor or Mortgagee or any other party acquiring an interest in LL, an estoppel certificate.

PROVISIONS - OTHER

Sublease / Note Basic Terms if Current

Doc/Section: N/A

Not Applicable.

Tenant Insurance Requirements

Doc/Section: Lease/11d(i)

Liability: a minimum combined single limit of liability and annual aggregate of \$10,000,000.

All Risk: full replacement cost.

Parking

Doc/Section: Lease/34

T shall have the right to use the Building's parking spaces in common with other tenants or occupants of the Building, if any, subject to the Encumbrances and the rules and regulations of LL for such parking facilities which may be established or altered by LL at any time or from time to time during the term.

Holdover

Doc/Section: Lease/15

If T (directly or through any successor-in-interest of T) remains in possession of any or all of the Premises after the expiration or termination of this Lease with the consent of LL, such continued possession shall be construed to be a tenancy from month to month at 125% of the Monthly Base Rent payable in the last full month prior to such termination or expiration (and shall be increased in accordance with Paragraph 4(b)) together with an amount estimated by LL for the monthly Additional Charges payable under the Lease, and shall otherwise be on the terms and conditions herein specified so far as applicable. If T (directly or through any successor-in-interest of T) remains in possession of all or any portion of the Premises after the expiration or termination of this Lease without the consent of LL, T's continued possession shall be on the basis of a tenancy at the sufferance of



LL. In such event, T shall continue to comply with or perform all the terms and obligations of T under this Lease (including, without limitation, payment of Additional Charges), except that the Monthly Base Rent during T's holding over shall be the greater or the then-fair market rent for the Premises (or reasonably determined by LL) or 150% of the Monthly Base Rent and Additional Charges payable in the last full month prior to the termination or expiration of this Lease (and shall be increased in accordance with Paragraph 4(b)).

Repairs / Maintenance - Landlord

Doc/Section: Lease/8a

LL shall be responsible for the following repair, replacement and maintenance obligations: (i) maintenance and repair of the exterior, roof and structural portions of the Building (including load bearing walls and foundations); (ii) repair and maintenance of the elevators and building systems for mechanical, electrical (connection to the main panel installed in the Premises), HVAC (stubbed to the Premises) and plumbing, and all controls appurtenant thereto (collectively, "Building Systems"); (iii) repair, replacement, and maintenance of Building Common Area and Project Common Area, and (iv) structural alterations to the Premises required under applicable Laws to the extent not the responsibility of T pursuant to Paragraphs 6 (Compliance with Laws) or 7 (T Improvements; Alterations) hereof. T shall be responsible for T's Share of the costs described in the previous sentence to the extent such costs are properly included in Expenses. LL's obligations under this Paragraph 8(a) with respect to any particular repair, replacement or maintenance requirement (other than general maintenance of the Project Common Area and Building Common Area, in the ordinary course of business) shall not commence until T notifies LL in writing of any circumstances that T believes may trigger LL's obligations.

Repairs / Maintenance - Tenant

Doc/Section: Lease/8b

T shall maintain, repair and replace, at its sole cost and expense, all portions of the Premises that are not LL's obligations under Paragraph 8(a) in good working order and first class condition, including, without limitation, the interior portion of the Premises, the T Improvements, the Alterations, and any additional T improvements, alterations or additions installed by or on behalf of T within the Premises. T shall be responsible for the expense of installation, operation, and maintenance of its telephone and other communications cabling from the point of entry into the Premises and throughout the Premises; though LL shall have the right to perform such work on behalf of T in Building Common Area and Project Common Area.

Signage (Pylon/Monument)

Doc/Section: N/A

No Lease provision.