

Appleton Incorp.

Realogic Retail Tower

Tenant Information

Lease ID: AAAAA0000214236 **Lease Status:** Premises Leased and Occupied
Tenant: Appleton Incorp. **IC Code:** 00 <None>
DBA: Appleton Company
Commencement: 8/1/01 **Expiration:** 11/30/06 **Leased SQFT :** 7,657.00

Notes:

- 1) Commencement Date defined as the earlier of 60 days after LL delivers possession of the Premises or date upon which Tenant actually opens the Premises to the public for business. For abstracting purposes, used Term dates from client-supplied rent roll.

Documents Abstracted

<u>Document</u>	<u>Date</u>	<u>Contents</u>
Lease	4/27/01	

Square Footage / Date Summary

<u>Floor</u>	<u>Group</u>	<u>Suite</u>	<u>SQFT</u>	<u>Commence</u>	<u>Move-In</u>	<u>Expire</u>	<u>Move-Out</u>	<u>Space Type</u>
Added via: Lease								
1	A	E-30	7,657.00	8/1/01	8/1/01	11/30/06		Retail

- 1) Suite number taken from client-supplied rent roll.

Base Rents

<u>Group</u>	<u>SQFT</u>	<u>Start</u>	<u>End</u>	<u>Months</u>	<u>Annual</u>	<u>Monthly</u>	<u>Annual / SQFT</u>	<u>Monthly / SQFT</u>
A	7,657.00	12/1/01	11/30/02	12	\$ 114,855.00	\$ 9,571.25	15.00	\$ 1.25
		12/1/02	11/30/03	12	\$ 118,300.68	\$ 9,858.39	15.45	\$ 1.29
		12/1/03	11/30/04	12	\$ 121,849.68	\$ 10,154.14	15.91	\$ 1.33
		12/1/04	11/30/05	12	\$ 125,505.12	\$ 10,458.76	16.39	\$ 1.37
		12/1/05	11/30/06	12	\$ 129,270.36	\$ 10,772.53	16.88	\$ 1.41

Notes:

- 1) Base Rent shall abate for the first 4 months of the Term. In the event tenant defaults under the Lease, such abated Rent shall be immediately due and payable.
- 2) Base Rent increases each Lease Year by 103%.

Rent Abatements

None

Appleton Incorp.

Realogic Retail Tower

Percentage Rent

None

Consumer Price Index / Porter's Wage Adjustment

None

Expense Recoveries

CAM Lease, sec. 6.2

<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 % Cap</u>
CAM	A	Net	3.3900%			0% No

- Notes:**
- 1) Common Area Costs shall mean all costs and expenses in operating, maintaining, repairing, lighting, signing, cleaning, painting, stripping, insuring, equipping, staffing, managing, heating and cooling, securing, and policing of the Common Area and includes, among other items, management fees and an overhead administrative cost allowance in the amount of 15% of the total Common Area Costs.
 - 2) If any replacement cost constitutes a capital expense, such cost shall be amortized over the useful life of the item and CAM cost for each year shall only include an annual share of the amortized cost.
 - 3) Initial monthly CAM payment is \$1,020.93.

INS Lease, sec. 13.2

<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 % Cap</u>
Insurance	A	Net	3.3900%			0% No

- Notes:**
- 1) Insurance defined as the cost of the property and liability insurance carried by LL for the Shopping Center which may include fire and extended coverage insurance (including extended and broad form coverage risks, mudslide, land subsidence, volcanic eruption, flood, earthquake and rent loss insurance) and comprehensive general public liability insurance and excess liability insurance, in such amounts as LL deems necessary.
 - 2) Initial monthly insurance payment is \$89.33.

TAX Lease, sec. 18

<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 % Cap</u>
Taxes	A	Net	3.3900%			0% No

- Notes:**
- 1) Initial monthly Tax charge is \$886.94.
 - 2) The initial monthly Tax Payment is based upon Tenant's Proportionate Share of the Taxes on the Shopping center for the fiscal tax year in which the Commencement Date is to occur (subject to future adjustment).
 - 3) Tenant to pay it's Proportionate Share of tax consulting services and expenses related to contesting taxes.

General Recovery Notes:

- 1) Tenant's Proportionate Share is a fraction, the numerator which is the rentable square feet of floor space in the Premises and the denominator which is the number of rentable square feet of floor space in all stores in the Shopping Center that are leased or leasable as of 1/1 of the applicable year and which contribute on a Proportionate Share basis to the pass-through item in question. See Lease Section 1.1(o) for additional information.
- 2) Tenant's Proportionate Share is not stated in Lease. For abstracting purposes used Proportionate Share from client-supplied rent roll.

Other Charges

None

Security Deposits

None

Tenant Improvements and Allowances

None

Options and Encumbrances

Relocation

Relocate-1
Lease, sec. 29

Notification: Notification to Relocate is not date specific (see below)
30 Calendar Days

Effective: Relocation effective any time

Restrictions: LL may relocate Tenant to other space within the Shopping Center of comparable dimensions size, interior design and decoration as the Premises.

Cost Borne By: Landlord

Notes: 1) Relocation, decoration and improvements in new space shall be at LL's sole expense. LL will reimburse Tenant for the reasonable cost of telephone relocation.

Renewal

Renew-1
Lease, sec. Exhibit E

Notification: Notification to Renew must be between 11/30/05 and 5/31/06

Renewal Term: 5 Years

Commence: 12/1/06

Expire: 11/30/11

Renewal Rent: Specified/Other: See below
The Minimum Guaranteed Rental payable for each Lease Year during extended Term shall be 104% of the Minimum Guaranteed Rental for the immediately preceding Lease Year.

Notes: 1) Tenant to provide notice not less 6 nor more than 12 months before the expiration of the Term.

Critical Dates:

<u>Date</u>	<u>Event</u>
11/30/05	Earliest date upon which Renewal notification for Renew-1 must be provided (latest date is 05/31/2006).
5/31/06	Latest date upon which Renewal notification for Renew-1 must be provided (earliest date is 11/30/2005).

Encumbered Space:

<u>Floor</u>	<u>Encumbered Space</u>	<u>Subject To</u>
1	Suite E-30 (7,657 sf)	

Other Lease Provisions

Sublease / Assignment - Sublease & Assignment

SA_Sub_Assign-1
Lease, sec. 17

LL Consent Required: Yes

LL Recapture Rights: Yes

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

Can Tenant Rescind on LL Recapture: Silent

Notes: 1) Within 30 days after receipt of Proposal Notice, LL may terminate the Lease and the term shall terminate on a date designated by LL which shall not be less than 60 nor more than 180 days after the date of LL's notice of its election to terminate.

Subordination / Non-Disturbance

SubND
Lease, sec. 2

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

Use, Restrictions, and Exclusivity - Restrictions

URE_Restrict-1

Lease, sec. 7.9

Provision: Tenant may use for office or non-selling purposes only such space as is reasonably required for Tenant's business.

Use, Restrictions, and Exclusivity - Use

URE_Use

Lease, sec. 1.1, par. j

Provision: Real estate brokerage, relocation, insurance and mortgage services.

Notes: 1) Tenant shall be entitled to change Tenant's Trade Name with LL's prior consent.

Retail

Merchant Assoc. Dues - Merchant Dues

MA_Dues-1

Lease, sec. 23

Provision: If LL organizes a merchants association, Tenant shall maintain current membership and shall pay such dues and assessments as may be fixed and determined from time to time.

Contacts

None

Sublease

None

Expiration Summary

Realogic Tower

NRA of: 95,000.00

Start Date: 05/07/2001

Year	SQFT Expiring	% of NRA	Cumulative	
			SQFT Expiring	% of NRA
Holdover	8,400.00	8.84%	88,700.00	93.37%
Month to Month	750.00	0.79%	89,450.00	94.16%
2001	4,500.00	4.74%	93,950.00	98.89%
2002	15,250.00	16.05%	109,200.00	114.95%
2003	9,167.00	9.65%	118,367.00	124.60%
2004	10,933.00	11.51%	129,300.00	136.11%
2005	3,000.00	3.16%	132,300.00	139.26%
2006	3,300.00	3.47%	135,600.00	142.74%
2007	25,000.00	26.32%	160,600.00	169.05%

Expiration Detail

Realogic Tower

NRA of: 95,000.00

Start Date: 05/07/2001

Tenant	Suite	Expiration	SQFT	% of NRA
Holdover				
Forum Architects	610	4/30/2000	2,500.00	2.63%
RJC Realty Appraisers	315	8/31/2000	2,100.00	2.21%
Emphasis Learning Centers	320	11/30/2000	3,800.00	4.00%
Month to Month				
Joe's Sundry Shop	110		500.00	0.53%
Oakbrook Securities	699		250.00	0.26%

Expiration Detail

Realogic Tower

NRA of: 95,000.00

Start Date: 05/07/2001

Tenant	Suite	Expiration	SQFT	% of NRA
Year 2001				
Tony & Tina Marino	120	12/31/2001	4,500.00	4.74%
Year 2002				
BEQ Payroll Services, Inc.	1000	2/28/2002	7,250.00	7.63%

Expiration Detail

Realogic Tower

NRA of: 95,000.00

Start Date: 05/07/2001

Tenant	Suite	Expiration	SQFT	% of NRA
Sunkist Software Associates	200	4/30/2002	8,000.00	8.42%

Expiration Detail

Reallogic Tower

NRA of: 95,000.00

Start Date: 05/07/2001

Tenant	Suite	Expiration	SQFT	% of NRA
Year 2003				
Realty Professionals, Inc.	414	1/31/2003	5,270.00	5.55%

Expiration Detail

Realogic Tower

NRA of: 95,000.00

Start Date: 05/07/2001

Tenant	Suite	Expiration	SQFT	% of NRA
Realty Professionals, Inc.	418	1/31/2003	1,297.00	1.37%

Expiration Detail

Realogic Tower

NRA of: 95,000.00

Start Date: 05/07/2001

Tenant	Suite	Expiration	SQFT	% of NRA
Realty Professionals, Inc.	LL-1	1/31/2003	100.00	0.11%

Expiration Detail

Realogic Tower

NRA of: 95,000.00

Start Date: 05/07/2001

Tenant	Suite	Expiration	SQFT	% of NRA
Ben Larsen, DDS	425	11/30/2003	2,500.00	2.63%

Expiration Detail

Realogic Tower

NRA of: 95,000.00

Start Date: 05/07/2001

Tenant	Suite	Expiration	SQFT	% of NRA
Year 2004				
Oakbrook Securities	400	3/31/2004	933.00	0.98%

Expiration Detail

Realogic Tower

NRA of: 95,000.00

Start Date: 05/07/2001

Tenant	Suite	Expiration	SQFT	% of NRA
Oakbrook Securities	500	3/31/2004	10,000.00	10.53%

Expiration Detail

Reallogic Tower

NRA of: 95,000.00

Start Date: 05/07/2001

Tenant	Suite	Expiration	SQFT	% of NRA
Year 2005				
Johnson Systems	700	11/30/2005	3,000.00	3.16%

Expiration Detail

Realogic Tower

NRA of: 95,000.00

Start Date: 05/07/2001

Tenant	Suite	Expiration	SQFT	% of NRA
Year 2006				
Antech, Inc.	600	3/31/2006	3,300.00	3.47%

Expiration Detail

Realogic Tower

NRA of: 95,000.00

Start Date: 05/07/2001

Tenant	Suite	Expiration	SQFT	% of NRA
Year 2007				
Ellis, Jones and Smith, LLC	750	7/31/2007	5,000.00	5.26%

Expiration Detail

Realogic Tower

NRA of: 95,000.00

Start Date: 05/07/2001

Tenant	Suite	Expiration	SQFT	% of NRA
Ellis, Jones and Smith, LLC	800	7/31/2007	10,000.00	10.53%

Expiration Detail

Realogic Tower

NRA of: 95,000.00

Start Date: 05/07/2001

Tenant	Suite	Expiration	SQFT	% of NRA
Ellis, Jones and Smith, LLC	900	7/31/2007	10,000.00	10.53%