END-USERS

Exercise #2 - Abstract from Scratch

INSTRUCTIONS

In this exercise, the abstractor will create a new lease using the Data Values provided below, navigate to relevant sections of Realogic Abstract and enter the values as displayed. Upon completion, the abstractor will run the Lease Abstract Report.

From the <u>Dashboard</u>, <u>select your Training Building</u>. You can create a new abstract from both the Building Level as well as the Lease Level. Select "New Lease" now and let's get started.

- Enter your lease name: Blackhawk Hockey Club.

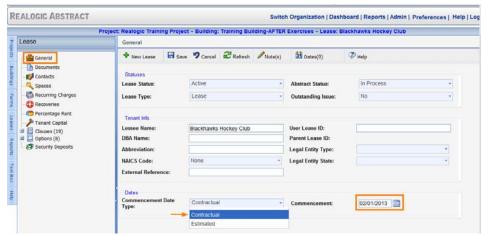


User can Copy a Lease, Sublease, or Template from any Organization, Client, Project, or Building that they have access to.

General Node

You will be brought to the General node automatically. At the General node enter:

- Commencement Date Type: Contractual;
- Commencement Date: 2/1/2013.



Page 1 of 20 Abstract from Scratch

END-USERS

EXERCISE FORMAT

This exercise is broken out into two-(2) parts. At the conclusion of Part 1, the user is encouraged to print a Lease Abstract Report and compare the data enter thus far to the "Abstract Report-AFTER" PDF located within the Realogic Abstract Knowledgebase (on-line help, written and video tutorials, and training content).

The exercise will be broken out as follows:

Part 1 - General, Documents, Space, and Recurring Charges nodes;

Part 2 - Recoveries, Clauses & Options, and Security Deposit nodes

Part 1 - Data Values: For General, Documents, Space and Recurring Charges nodes

DOCUMENTS:

1. Office Lease, dated November 15, 2012

2. Commencement Date Letter, dated 2/1/13 (Document confirmed the actual Commencement Date as 2/1/13 and Expiration Date as 1/31/18)

TENANT NAME: EXPIRATION DATE:

Blackhawks Hockey Club 1/31/18

LEASE TERM:5 year term commencing on Commencement Date
Suite 200

COMMENCEMENT DATE: RENTABLE SQUARE FOOTAGE:

2/1/13 8,000

BASE RENT SCHEDULE:

Period	Annual Rent	Monthly Rent	Rent per PSF
Lease Yr. 1 - 3	\$480,000.00	\$ 40,000.00	\$60.00
Lease Yr. 4 - 5	\$520,000.00	\$ 43,333.33	\$65.00

BASE RENT ABATEMENT:

(Lease, section 1.B)

Tenant shall be entitled to an abatement of Base Rent only for the first 6 calendar months of the Term commencing on the Commencement Date.

BASE RENT ABATEMENT - RECURRING CHARGE

Period	Annual Rent	Monthly Rent	Rent per PSF
2/1/13 - 7/31/13		\$40.000.00	

Once you have entered the Rent Abatement, please add a note to the Abatement Recurring Charge and then click "Report Display" to show "Standard". This will allow for the note to appear on the Rent Roll.

Page 2 of 20 Abstract from Scratch

END-USERS

Part 1 - Supporting Screen Shots

GENERAL NODE

We've already completed our input at the General node.

- Abstract Status defaults to: In-Process;
- Once we complete the abstract, we will change Lease Status to: Completed

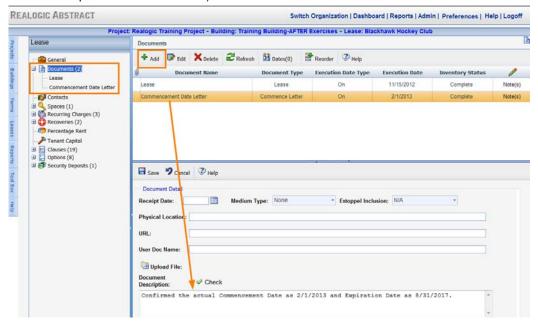


While abstracting, our **Abstract Status** should always be **In-Process**; that way, should another user access this abstract while we're working on it, they will see that it is not yet completed. Once finished, we'll change the status back to **Completed**.

DOCUMENTS NODE

Let's now enter our Lease Documents:

- Office Lease, dated November 15, 2012
- Commencement Date Letter, dated 2/1/13 (Document confirmed the actual Commencement Date as 2/1/13 and Expiration Date as 1/31/18)



SPACES NODE

At the Spaces node, we will enter our Space information in Pane 1. We will then go to Pane 2 and attach our Floor and Suite information.

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END-USERS

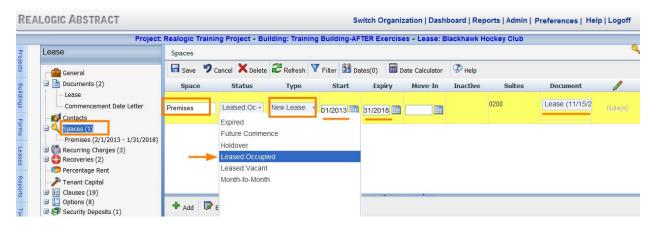
Step 1 - Enter Space Information - Pane 1

Enter the following into Pane 1.

- Space name: Premises (exactly as described in lease document)

- Space Status: Leased: Occupied

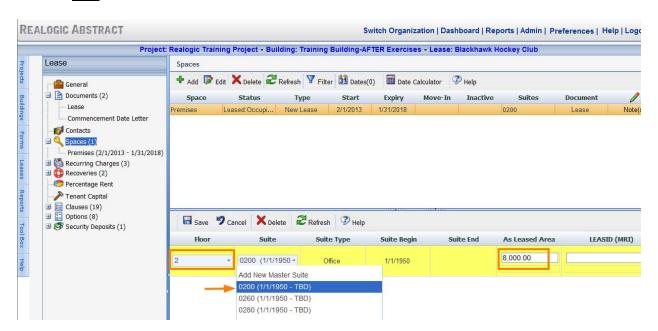
Space Type: New Lease
 Start Date: 2/1/2013
 Expiry Date: 1/31/2018



Step 2 - Enter Space Information - Pane 2

Now attach the Floor and Suite to your Space via the pull-down. The Floor and Suite have already been set-up at the Building Level.

- <u>Floor</u>: 2 - Suite: 200



After entering our Space information at the Lease Level, we then attach Floors and Suites to the Space as described at the Building Level

Page 4 of 20 Abstract from Scratch

END-USERS

RECURRING CHARGES NODE

At the Recurring Charges node we will enter our charges for our Base Rent and Rent Abatement. This tenant also has a known charge for Parking.

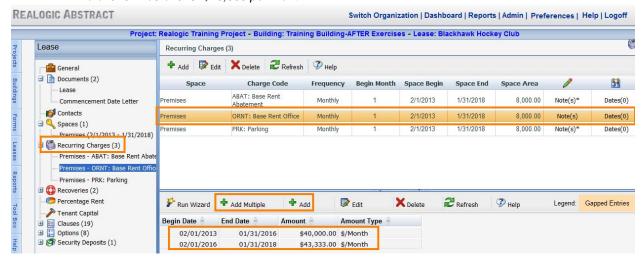
Recurring Charge - Base Rent:

In Pane 1, enter your Space and your Charge Code:

- Space: Premises (as defined at the Space node)
- Charge Code: ORNT: Base Rent Office

In Pane 2, enter your Dates and your Charges:

- 2/1/2013 1/31/2016: \$40,000 per month
- 2/1/2016 1/31/2018: \$43,333 per month



All items entered at the Recurring charge node will be reflected in the Rent Roll Report.

At the Recurring Charge node, the user attaches "charge amounts" to Spaces that were created and defined at the Space node.

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END-USERS

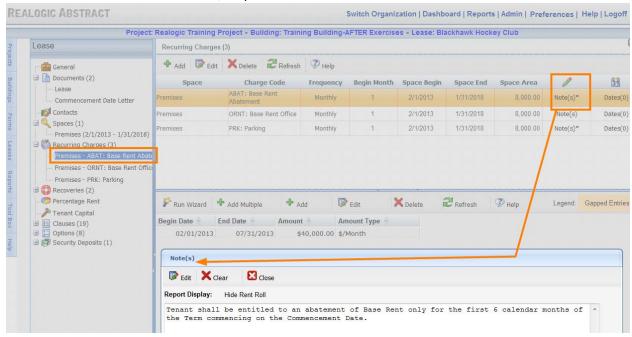
Recurring Charge - Base Rent Abatement:

In Pane 1 enter your Space and your Charge Code:

- Space: Premises (as defined at the Space node)
- Charge Code: ABAT: Base Rent Abatement
- Add Note: Tenant shall be entitled to an abatement of Base Rent only for the first 6 calendar months of the Term commencing on the Commencement Date.

In Pane 2, enter your Dates and your Charges:

- 2/1/2013 – 7/31/2016: \$40,000 per month



Recurring Charge - Parking Charge:

In Pane 1 enter your Space and your Charge Code:

- Space: Premises (as defined at the Space node)
- Charge Code: PRK: Parking
- Add Note: Tenant entitled to 9 unreserved parking permits at \$90/permit/month (section 4.G).

In Pane 2, enter your Dates and your Charges:

- 2/1/2013 – 7/31/2018: \$810 per month

If Tenant pays a known amount for parking, escalations, supplemental HVAC etc., a recurring charge can be set up on the Recurring charges screen which will allow the charges to appear on the Rent Roll.

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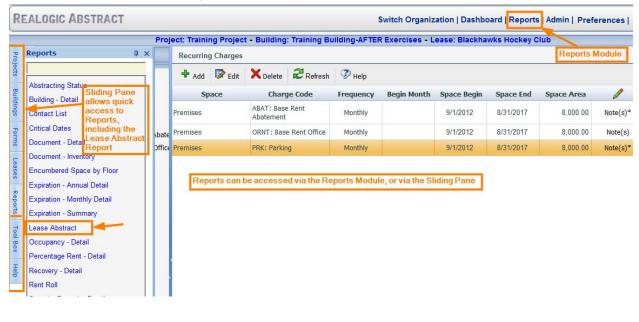
END-USERS

Part 1 - Review Work - Print Lease Abstract

PRINT LEASE ABSTRACT REPORT

Print the Lease Abstract Report to review your work:

- Sliding Pane allows quick access to certain reports;
- Reports Module allows access to all reports, plus additional reporting functionality;
- Compare your Lease Abstract Report to:
 - The Data Values previously noted in this exercise;
 - The PDF <u>Abstract Report "After"</u> as shown within the Training area of the online Realogic Abstract Knowledgebase.



Page 7 of 20 Abstract from Scratch

END-USERS

Part 2 - Data Values: For Recoveries, Clauses & Options, and Security Deposit nodes

EXPENSE RECOVERY MECHANICS

Operating Expense Base Year:

Calendar Year 2013 (Lease, section 8).

Real Estate Tax Base Year:

Calendar Year 2013 (Lease, section 8).

Tenant's Proportionate Share:

4.3474%, based on the rsf of the Premises (8,000 rsf) divided by the rsf of the Building (184,016 rsf).

Other Expense Recovery Comments:

- Variable Operating Expenses are subject to a gross-up of 100%;
- Operating Expenses include all expenses paid or incurred during the calendar year and management fees not to exceed 3% of gross revenues of the Building;
- Taxes mean any and all taxes, assessments and charges levied against the Building, which LL shall pay or become obligated to pay in connection with the Building.

ESTOPPEL CLAUSE

Tenant to execute an estoppel within 10 days of request (Lease, section 19).

HOLDOVER

200% of Base Rent, Operating Cost Share Rent, Office Maintenance Cost Share Rent and Tax Share Rent in effect immediately prior to holdover (*Lease, section 15*).

LATE FEES & INTEREST

- No late fee language in Lease (Lease, section 7);
- Interest as follows: If not paid within 5 days, unpaid amounts shall bear interest at 3% above the corporate base rate charged by Chase Bank (Lease, section 7).

PARKING CLAUSE:

Tenant entitled to 9 unreserved parking permits at current market rates, subject to increase. Current rates for unreserved permits are \$90/space/month (Lease, section 32).

SUBLEASE / ASSIGNMENT

- LL's consent is required for any sublease and assignment (Lease, section 8);
- Tenant shall pay 100% of any sublease profits (Lease, section 8)

SUBORDINATION

- Lease is subject and subordinate to all current and future mortgages and ground leases (Lease, section 18);
- LL shall provide an SNDA in the form of Exhibit F from any current and future mortgagor (Lease, section 18)

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END-USERS

TENANT IMPROVEMENTS

- Tenant to construct the Improvements to the Premises and LL to provide Tenant with a Construction Allowance in the amount of \$280,000 (being \$35.00/sf) (Lease, Exhibit B);
- Any amount of funds remaining from the Construction Allowance (being not requested for disbursement from Tenant) on 12/31/13 shall be forfeited and LL shall have no further right to fund the balance. (Lease, Ex. B);

RENEWAL OPTION

Tenant shall have the option to renew the Term for 5 years with notice to LL at least 180 days prior to expiration of the Initial Term. Base Rent shall be 95% of market rate (Lease, section 66);

SECURITY DEPOSIT

- In the form of a Letter of Credit in the amount of \$120,000 (Lease, section 25);
- Add a note that the Letter of Credit was issued by Citibank, N.A. dated 1/15/13 in the amount of \$120,000 with an expiration date of 1/31/18 (Lease, section 25).

Part 2 – Supporting Screen Shots

RECOVERIES NODE

Abstracting expense pool recovery mechanics typically involves <u>both</u> the Recovery node and the Clause node. The Recovery node is used to describe the general expense pool recovery mechanics for each pool for each of the tenant's spaces, as defined in the Space node. The Clause node typically has an Expense Recovery Clause that will include specifically defined Provisions desired to be abstracted, per the building's Clause List.

Let's first abstract the general expense pool recovery mechanics for Operating Expenses.

In Pane 1 select "Add" and input:

Recovery Name: Operating Costs

- Recovery Pool: OPEX

- Type: Gross
- Status: Active
- Document: Lease

Section: 8

In Pane 2 enter the following:

- Income Category: EXPR-Operating Expense

- Base Year: 2013

- Stop Amount: \$0.00 (not typically reflected in lease)

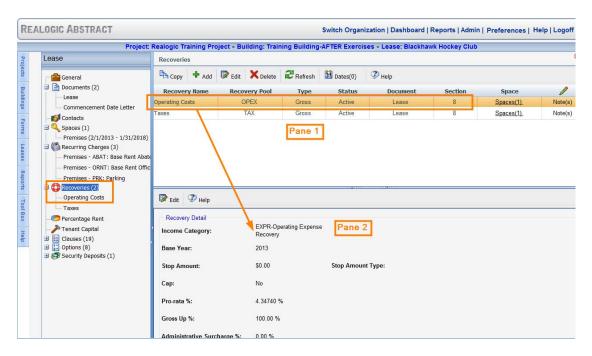
- <u>Сар:</u> No

Pro-rata: 4.3474%Gross Up %: 100%

Admin Surcharge %: 0.00% (typically only for retail)

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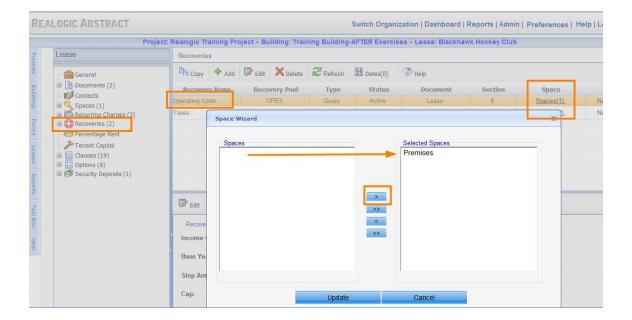
END-USERS



In Pane 1, we also need to assign this recovery mechanic to a Space:

- "Click" on Space
- Select "Premises" and move it to be a "Selected Space"
- "Click" on Update

Remember to click the hyperlink to "Spaces" which allows user to designate the specific Space to which the Recovery applies



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END-USERS

Repeat this process to abstract the general expense pool recovery mechanics for Real Estate Taxes.

In Pane 1 select "Add" and input:

Recovery Name: TaxesRecovery Pool: TAX

Type: Gross
Status: Active
Document: Lease
Section: 8

In Pane 2 enter the following:

- Income Category: TAXR-Tax Recovery

- Base Year: 2013

- Stop Amount: \$0.00 (not typically reflected in lease)

- <u>Cap</u>: *No*

<u>Pro-rata</u>: 4.3474%<u>Gross Up %:</u> 0.00%

- Admin Surcharge %: 0.00% (typically only for retail)

Remember to click the hyperlink to "Spaces" which allows user to designate the specific Space to which the Recovery applies

Additional Expense Recovery mechanics are typically also abstracted according to the Provisions reflected in the <u>Expense</u>
<u>Recovery Clause</u> within the <u>Clause node</u>.

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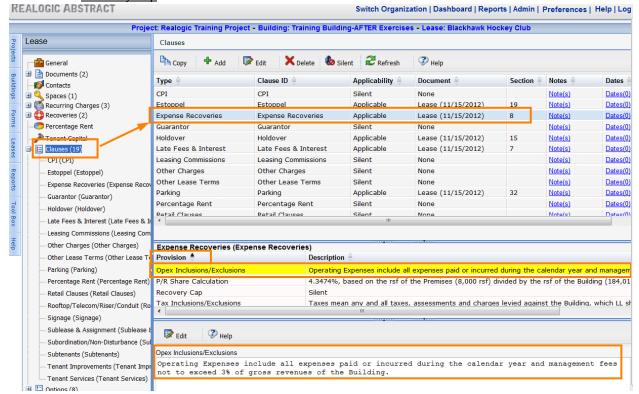
END-USERS

CLAUSES NODE

Expense Recoveries

Input the below into the Provisions shown for this Clause:

- Opex Inclusions/Exclusions: Operating Expenses include all expenses paid or incurred during the calendar year and management fees not to exceed 3% of gross revenues of the Building;
- <u>Tax Inclusions/Exclusions</u>: Taxes mean any and all taxes, assessments and charges levied against the Building, which LL shall pay or become obligated to pay in connection with the Building.
- Base Year Notes: Operating Expense Base Year CY 2013; Real Estate Taxes Base Year CY 2013;
- <u>P/R Share Calculation</u>: 4.3474%, based on the rsf of the Premises (8,000 rsf) divided by the rsf of the Building (184,016 rsf).
- Recovery Cap: Silent



NOTE TO USER - PLEASE CONTINUE TO INPUT THE BELOW PROVISIONS FOR EACH CLAUSE

Estoppel Clause

Input the below into the Provisions shown for this Clause:

- Estoppel Provision: Tenant to execute an estoppel within 10 days of request.

Holdover

Input the below into the Provisions shown for this Clause:

- <u>Holdover Terms</u>: 200% of Base Rent, Operating Cost Share Rent, Office Maintenance Cost Share Rent and Tax Share Rent in effect immediately prior to holdover.

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END-USERS

Late Fees & Interest

Input the below into the Provisions shown for this Clause:

- Late Fee Calculation / Grace Period: : Silent
- <u>Interest Calculation / Grace Period:</u> Interest as follows: If not paid within 5 days, unpaid amounts shall bear interest at 3% above the corporate base rate charged by Chase Bank.

Parking Clause

Input the below into the Provisions shown for this Clause:

- Parking Rights: Tenant entitled to 9 unreserved parking permits at current market rates
- Parking Fees: Current rates for unreserved permits is \$90/space/month

Note: if Tenant pays a known amount for parking, escalations, supplemental HVAC etc., a recurring charge can be set up on the Recurring charges screen which will allow the charges to appear on the Rent Roll

Sublease / Assignment

Input the below into the Provisions shown for this Clause:

- LL Consent Requirements: LL's consent is required for any sublease and assignment
- Exceptions to LL Consent: Silent
- LL Share of Sublease Profits: Tenant shall pay 100% of any sublease profits
- LL Recapture Rights: Silent

Subordination

Input the below into the Provisions shown for this Clause:

- <u>Subordination Terms</u>: Lease is subject and subordinate to all current and future mortgages and ground leases
- <u>Non-Distrubance Requirements:</u> LL shall provide an SNDA in the form of Exhibit F from any current and future mortgagor

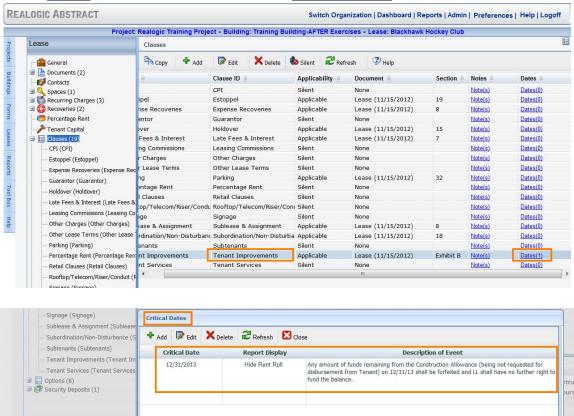
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END-USERS

Tenant Improvements

Input the below into the Provisions shown for this Clause:

- <u>Allowance Amount / LL's Work</u>: Tenant to construct the Improvements to the Premises and LL to provide Tenant with a Construction Allowance in the amount of \$280,000 (being \$35.00/sf).
- <u>Treatment of Unused Allowance</u>: Any amount of funds remaining from the Construction Allowance (being not requested for disbursement from Tenant) on 12/31/13 shall be forfeited and LL shall have no further right to fund the balance.
- NOTE we also desire a Critical Date for this date of 12/31/2013.



As you enter the Tenant Improvement Clause, you can also enter a critical date for 12/31/13, as the latest date for LL to fund the Construction Allowance, else LL to retain the balance

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END-USERS

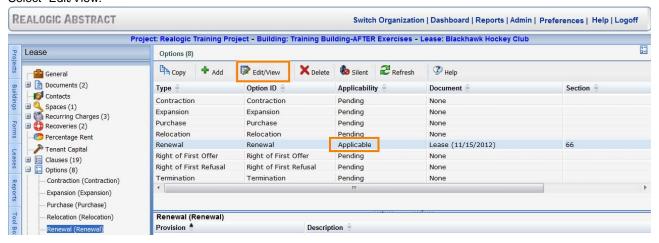
RENEWAL OPTION NODE

Abstracting a Renewal Option involves a three-(3) step process. When the user selects "Edit/View" to address the Applicability, the user is brought to the "Edit Lease Options" screen. Here, in addition to making the renewal option "Applicable", the user inputs the appropriate notice and effective dates, is exposed to Realogic Abstract's Date Calculator, describes and defines the encumbered space, including a summary of tenant's having superior rights, if any. Lastly, specific Provisions desired for Renewal Options are abstracted.

- Step 1: Change Applicability to "Applicable";
- Step 2: Complete the "Edit Lease Options" screen;
 - Address the Applicability;
 - Enter Document and Section;
 - Enter Notice & Effective Period Type;
 - o Enter Notice & Effective Dates (use Date Calculator functionality);
 - Defined Floor that is encumbered;
 - Describe Encumbered Space;
 - List tenants having Superior Rights, if any;
- Step 3: Input the below into the Provisions for the Renewal Clause
 - Notification/Term Description: Tenant shall have the option to renew the Term for 5 years with notice to LL at least 180 days prior to expiration of the Initial Term.
 - Renewal Rent: Base Rent shall be 95% of market rate

Step 1: Change Applicability from "Silent" to "Applicable"

Select "Edit/View:

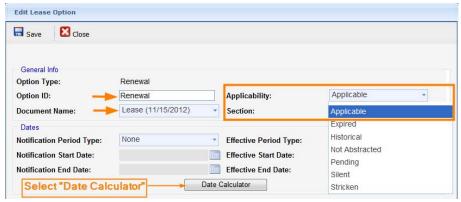


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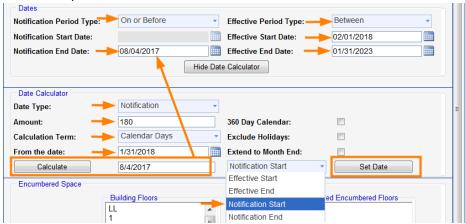
END-USERS

Step 2 - Complete "Edit Lease Options" screen:

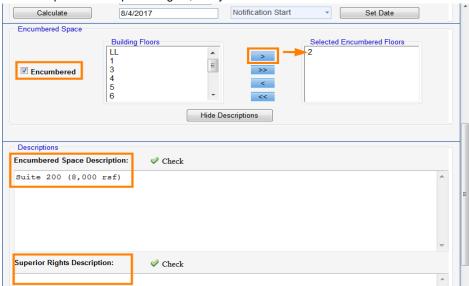
Make "Applicable:



Continue with "Edit Lease Options":



Describe Encumbered Space and Superior Rights, if any:

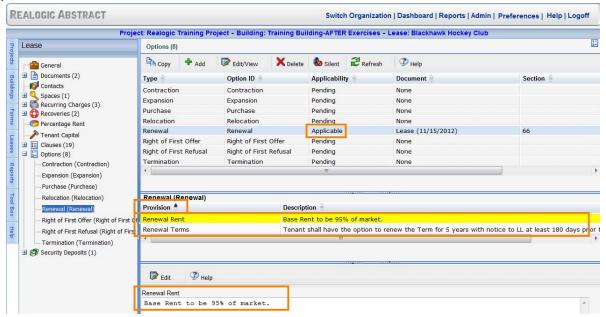


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END-USERS

Step 3 – Input Provisions for Renewal Clause:

Input Provisions:



SECURITY DEPOSIT NODE

Input the following in Pane 1:

- Deposit Name: Security Deposit

- Deposit Type: Ltr of Credit

- Deposit Status: Active

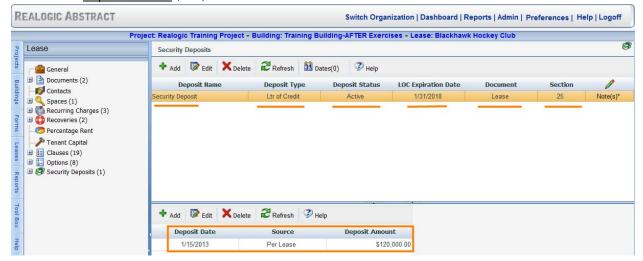
Document: Lease; Section: 25

Input the following in Pane 2:

Deposit Date: 1/15/2013

- Source: Per Lease

Deposit Amount: \$120,000

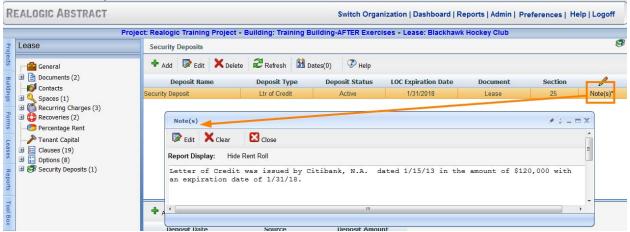


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END-USERS

Add Note in Pane 1:

- Add Note: Letter of Credit was issued by Citibank, N.A. dated 1/15/13 in the amount of \$120,000 with an expiration date of 1/31/18.



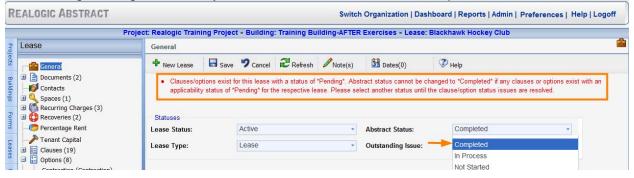
Changing Lease Status to "Completed" - Clauses & Options CANNOT be PENDING

At the conclusion of the lease abstracting process, the user should go to the General node and change the Abstract Status to "*Completed*". To confirm that the user has addressed each Clause and Option, the Applicability of each Clause and each Option <u>cannot remain Pending</u>.

All clauses and options will need to have an Applicability Status of Silent. Click the "Silent" button on the Tool Bar, which will make all Applicability of "Pending" change to "Silent".

General node - change Abstract Status to "Completed":

Below message is telling abstractor they have not addressed each Clause and/or Option:

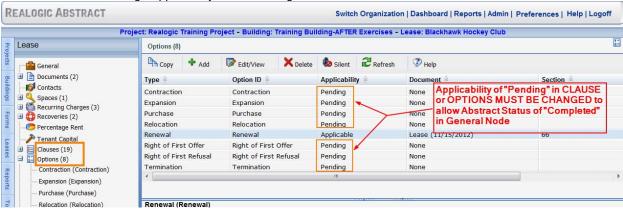


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END-USERS

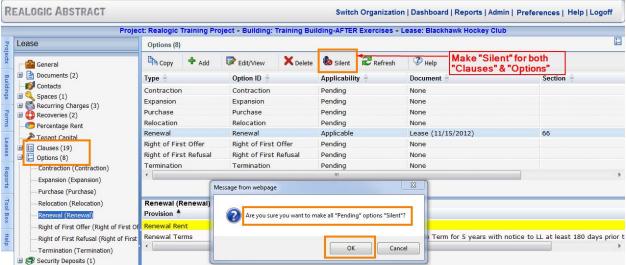
Clause node & Option node - Applicability of "Pending" exists:

Abstractor needs to change Applicability from "Pending":



"Silent" button in Menu bar will change all "Pending" to "Silent":

Must do this for Clauses & Options nodes;



"General node - Abstract Status can now be"Completed":

No Clauses & Options have an Applicability of "Pending":



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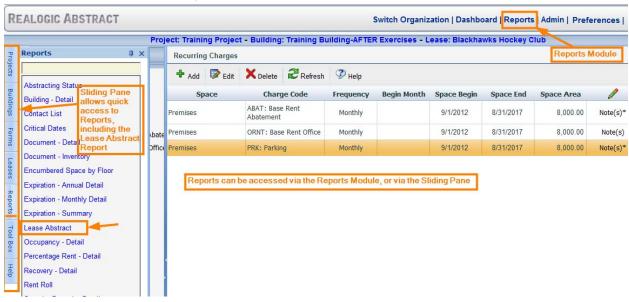
END-USERS

Part 2 - Review Work - Print Lease Abstract

PRINT LEASE ABSTRACT REPORT

Print the Lease Abstract Report to review your work:

- Sliding Pane allows quick access to certain reports;
- Reports Module allows access to all reports, plus additional reporting functionality;
- Compare your Lease Abstract Report to:
 - The Data Values previously noted in this exercise;
 - The PDF <u>Abstract Report "After"</u> as shown within the Training area of the online Realogic Abstract Knowledgebase.



OTHER CONSIDERATIONS

Keep the following items in mind when Abstracting a Lease from Scratch.

- Remember the Lease Status at the General node defaults to "In Process".
- The Applicability of all Clauses & Options defaults to "Pending"; user is required to change Applicability from "Pending" to allow Lease Status of "Completed" to occur;
- Remember to change Lease Status to "Completed" at the General node when finished with input.

This written exercise, including certain screen shots, exposes the user to areas of the application considered the most significant to learning this specific task. The user is encouraged to view the video related to this task to be exposed to the entire learning curve of this exercise.

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