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LETTER OF INTENT TO LEASE

This Letter of Intent is not a contract, not an offer to contract, and not an acceptance of any offer, but is merely an expression of interest by the parties in negotiating the lease of the real property described below.

November 1, 2013

Owner/Landlord _____

The purpose of this letter is to serve as a Letter of Intent ("LOI"), which sets out the basic provisions proposed by Lessee/Tenant _____ to lease the below referenced property. Should these terms be acceptable to Owner/Landlord, the parties would then negotiate a Final Lease Agreement for the property drafted by _____.

Salient Lease Terms.

1. 1214-1216 Prospect Street, La Jolla CA 92037
 - a. Assessor Parcel Number: 350-050-06-00
 - b. Legal description to follow
2. Size of the property square footage and "Rentable Area" which shall mean the area or area of space within the project determined as follows: (i) Rentable Area is determined by measuring from the inside surface of the outer glass and extensions of the plane thereof to the inside surface of the opposite outer glass and extensions of the plane thereof and shall include all areas within the outer walls, excluding vertical penetrations such as building stairs, elevator shafts, flues, vents, stack pipe shafts and vertical ducts; and (ii) Rentable Area for a partial floor shall include all space within the demising walls (measured from the mid-point of the demising walls and the case of exterior walls, measured as defined in (i) above). Rentable Area shall include Tenant's Allocable Share of all area devoted to elevator lobbies, corridors, fire vestibules, toilet and mechanical rooms, janitor closets, telephone and electrical closets, and service areas ("Common Area"). No deductions from Rentable Area shall be made for columns or projections necessary to the Building. The Rentable Area in the Leased Premises, on the basis of the foregoing definition, is hereby stipulated, by

both Landlord and Tenant, for all purposes hereof to be _____ square feet. See Exhibit III.

3. Use of Building: Restaurant serving various cuisine, for breakfast, lunch and dinner, entertainment, souvenir items, and specialty retail merchandise.
4. Lease Term 60 months. Commencement of term: Upon certificate of occupancy. Option Term: Tenant shall have the option and right to extend the term of lease for two (2) separate additional and successive option periods of five (5) years each at "fair market value", as defined in exhibit V of lease. Tenant shall deliver written notice by certified mail to Owner/Landlord not less than 180 days prior to the expiration of the then existing term of the lease. Lease shall include tenant option to purchase.
5. Base Rental: Tenant shall pay the base rental as described in the Base Rental Schedule in Exhibit IV. Tenant shall also pay as additional rental all such other sums of money as shall become due and payable by Tenant to Owner/Landlord under the Lease Agreement. Tenant shall pay the Base Rent and Tenant's allocable share of the estimated basic operating cost (Hereinafter Defined), together with any other additional rental provided for in (12) installments on the first day of each calendar month during the term and any extensions or renewals.
6. Rent is payable to _____
7. Taxes, insurance and common area charges (NNN) are set out in Exhibit II
8. Tenant name is _____
9. Security Deposit is _____
10. Special Provisions:
 - a. As soon as practical after execution of the lease, but no later than two (2) weeks after execution of the Lease Agreement, Tenant shall deliver sufficient instruction to enable Owner/Landlord's architect _____ to prepare complete plans and specification. Exhibit I
11. When the plans and specification are complete and approved on or before Tenant's Plan Delivery Date, Owner/Landlord shall obtain a cost estimate for the Tenant Interior Improvements and the Tenant Extra Improvements from Owner/Landlord's contractors. The cost estimate shall be submitted to Tenant within fourteen (14) days from completion of the Tenant Floor Plan. Tenant shall provide new sufficient instruction within two (2) business days after notice of disapproval.
12. After receipt and approval of Tenant's plans, specification and cost estimate, Owner/Landlord shall administer construction of the Leased Premises in accordance with the plans and specifications provided, however, that Owner/Landlord shall not be required to install any improvements which do not conform to the plans and specifications for the Project, or do not conform to any applicable regulations, laws, ordinances, codes and rules. All Tenant Interior Improvements shall be constructed by Owner/Landlord's contractors. All improvements finished and installed by Tenant at Tenant's expense such as kitchen equipment, appliances, telephone equipment and wiring shall conform with Owner/Landlord's schedule and shall be conducted in such a manner as to maintain harmonious labor relations, conform to local building codes and shall not interfere with or delay the work of Owner/Landlord's contractors. All such improvements furnished and

installed by Tenant shall not cause Owner/Landlord's contractor to be dependent upon Tenant's work in order for the Owner/Landlord's contractor to complete the work. Tenant's contractors, subcontractors and labor shall be acceptable to and approved by Owner/Landlord and shall be subject to the administrative supervision of Owner/Landlord's construction superintendent. Contractors and subcontractors engaged by Tenant shall employ men and means to insure, so far as may be possible, the progress of the work without interruption on account of strikes, work stoppage or similar causes for delay. Owner/Landlord shall give access and entry to the Premises to Tenant, provided, however, that such entry is prior to the commencement of the term of this Lease, such entry shall be subject to all of the terms and conditions of the Lease except payment of rent.

13. If the Owner/Landlord agree that these terms are acceptable, Please have the appropriate person contact the tenants' exclusive broker to negotiate and draft a final agreement with a work letter.

All other terms and conditions shall be as agreed upon between the parties.

Sincerely,

Coastal Pacific Real Estate
1237 Prospect S., Suite G
La Jolla, CA 92037

By: _____, Tenant's representative

APPROVED AND ACCEPTED this ____ day of _____ 2013.

BY: _____, for {owner},

ITS: _____