

LFC

Executive Suites
17 Corporate Plaza Drive
Newport Beach, CA 92660

SUBLEASE

1. PARTIES

This lease agreement (Sublease), dated, for reference purposes only, _____, _____, is made by and between LFC CORPORATE SERVICES, INC. (hereinafter called "Sublessor") and _____ (hereinafter called "Sublessee"). The Parties to this agreement are the Sublessor and the Sublessee.

2. PREMISES

2.1 Sublessor hereby subleases to Sublessee and Sublessee hereby subleases from Sublessor for the term and upon all of the conditions set forth herein, a portion of that certain real property (Premises) situated in the County of Orange, State of California, commonly known as 17 Corporate Plaza Drive, Newport Beach, California (Building) . The Premises are referred to as Suite 210 and are more fully described in Exhibit "A" herein.

2.2 Sublessor hereby grants Sublessee the privilege to use in common with other Sublessees and other parties designated by Sublessor the common areas associated with the Premises, including conference rooms, restrooms, lobby, kitchen and dining areas.

3. TERM

3.1 **Term.** This Sublease shall initially be for three (3) months commencing on _____ (Commencement Date), and terminating on _____ ("Initial Term"). Thereafter, the lease term shall automatically convert to a month-to-month basis (Term). Sublessee may terminate this Sublease upon thirty (30) days' written notice, which notice may not set forth an effective date of termination other than the last business day of a calendar month. If Sublessee subleases three or more offices or workspaces, Sublessee shall provide not less than ninety (90) days' notice of termination, and the date of termination to be effective on the last business day of a calendar month. Sublessee shall vacate the Premises on the last business day of the lease period. All equipment and furnishings belonging to Sublessee shall be removed from the Premises by 5:00 p.m. on the last business day of the lease period. Notwithstanding the foregoing, Sublessor may terminate this Sublease a) after expiration of the

Initial Term upon thirty (30) days' written notice to the Sublessee, b) in the event of a default as defined herein and c) in the event Sublessee, in the sole discretion of Sublessor, violates any rule or regulation as set forth in Exhibit B herein.

3.2 Delay in Commencement. Notwithstanding said Commencement Date, if or any reason Sublessor cannot deliver possession of the Premises to Sublessee on said date, Sublessor shall not be subject to any liability therefore, nor shall such failure affect the validity of this Sublease or the obligations of Sublessee hereunder or extend the Initial Term hereof, but in such case Sublessee shall not be obligated to pay Rent unless and until possession of the Premises is tendered to Sublessee. If Sublessor is unable to tender possession of the Premises to Sublessee, Sublessor shall advise Sublessee in writing whereupon this Sublease shall be terminated and shall be of no further force and effect. If Sublessee occupies the Premises prior to said Commencement Date, such occupancy shall be subject to all provisions hereof, such occupancy shall not advance the termination date and Sublessee shall pay Rent for such period at the initial monthly rates set forth below.

4. RENT

4.1 Sublessee shall pay to Sublessor, without offset or demand, as Rent for the Premises pursuant to Exhibit "A" herein, (Rent), in advance, before the first day of each month of the Term hereof. Rent shall be made payable to LFC CORPORATE SERVICES, INC., 17 Corporate Plaza Drive, Suite 200, Newport Beach, CA 92660, or such other place Sublessor shall designate in writing. Rent for any period during the term hereof which is for less than one month shall be a prorated portion of the monthly installment. Rent shall be payable in lawful money of the United States to Sublessor at the address stated herein or to such other persons or at such other places as Sublessor may designate in writing. Sublessee shall pay an amount equal to five percent (5%) of Rent or one hundred dollars (\$100), whichever is greater, in the event Rent and/or Additional Rent is not received by Sublessor on or before the first (1st) day of each month (Late Fee) and an amount equal to five percent (5%) of Rent or one hundred dollars (\$100), whichever is greater, in the event Sublessee's check is returned for any reason (Returned Check Fee), both such sums shall be paid by Sublessee as liquidated damages to compensate Sublessor for its costs and expenses. Acceptance of any such sum shall not limit Sublessor's rights and remedies upon a default by Sublessee.

4.2 Sublessee acknowledges that the Rent set forth above is based upon one person's occupying or using each office and/or workspace comprising the Premises.

5. SECURITY DEPOSIT

Sublessee shall deposit with Sublessor upon execution hereof monies equal to one (1) month's Rent for Sublessee's faithful performance of Sublessee's obligations hereunder (Security Deposit). If Sublessee fails to pay Rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Sublease, Sublessor may use, apply or retain all or any portion of said Security Deposit for the payment of any Rent, Additional Rent or other charges in default or for the payment of any other sum to which Sublessor may become obligated by reason of Sublessee's default, or to compensate Sublessor for any loss or damage which Sublessor may suffer thereby. If Sublessor so uses or applies all or any portion of said Security

Deposit, Sublessee shall within ten (10) days after written demand therefore, deposit cash with Sublessor in an amount sufficient to restore said Security Deposit to the full amount herein above stated and Sublessee's failure to do so shall be a material breach of this Sublease. Sublessor shall not be required to keep said Security Deposit separate from its general accounts, nor shall it accrue or earn interest. If Sublessee performs all of Sublessee's obligations hereunder, said Security Deposit or so much thereof as has not theretofore been applied by Sublessor, shall be returned, without payment of interest or other increment for its use to Sublessee when Sublessee has vacated the Premises. No trust relationship shall be created herein between Sublessor and Sublessee with respect to said Security Deposit. If Sublessor serves upon Sublessee two or more Notices of Default, or Notices to Pay or Quit, Sublessee shall deposit with Sublessor additional monies in an amount equal to one (1) month's Rent as additional security (Additional Security Deposit) for Sublessee's faithful performance of Sublessee's obligations hereunder.

6. USE

6.1 **Use.** The Premises shall be used and occupied only for general office use. No other use shall be permitted or allowed. Sublessee shall provide Sublessor with personal information (Tenant Information Sheet) regarding each person that will be occupying or using the Premises. Regardless of the use permitted, under no circumstances shall Sublessee offer to any other Sublessee any service or product which Sublessor offers to its Sublessees, including, but not limited to secretarial, accounting, Internet, copying or office support services.

6.2 **Compliance with Law.** Sublessee shall, at Sublessee's expense, promptly comply with all applicable statutes, ordinances, rules, regulations, orders, restrictions of record, and requirements in effect during the term or any part of the term hereof, regulating the use by Sublessee of the Premises, or the operation of Sublessee's business. Sublessee shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance, increase the cost of insurance, or tend to disturb such other sublessees and/or tenants.

6.3 **Condition of Premises.** Sublessee hereby accepts the Premises in their condition existing as of the date of the execution of this Sublease, subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the Premises or their use, and accepts this Sublease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Sublessee acknowledges that neither Sublessor nor Sublessor's agents have made any representation or warranty as to the suitability of the Premises for the conduct of Sublessee's business.

7. MASTER LEASE

7.1 Sublessor is the lessee of the Premises by virtue of a written lease (Master Lease) wherein 17 Corporate Plaza Associates, LLC is the lessor (Master Lessor).

7.2 This Sublease is and shall be at all times subject and subordinate to the Master Lease and all rules and regulations promulgated by the Master Lessor.

7.3 Sublessor agrees to maintain the Master Lease during the entire term of this Sublease subject, however, to any earlier termination of the Master Lease without default of Sublessor. In the event of such termination, this Sublease shall likewise terminate.

8. SERVICES

8.1 Sublessor shall provide to Sublessee such heating, ventilating, air conditioning and other utilities and janitorial service to the Premises in the manner and in quantities which the Master Lessor provides under the Master Lease at no additional charge to Sublessor. In the event that Sublessee's use of such utilities results in an assessment by the Master Lessor under the Master Lease, Sublessee shall immediately reimburse Sublessor for any charges therefore. Sublessor shall in no event be liable for any damage to Sublessee's equipment, business or livelihood due to power surges or interruption of service.

8.2 Provided that Sublessee is not in default of any of the terms or conditions of this Sublease, Sublessor shall cause to be provided to Sublessee telephone equipment, extensions, telephone lines, dial tone, voice mail, fax lines and Internet access ("Telecommunications Services"). The monthly cost of said Telecommunication Services is set forth in Exhibit "A" attached hereto, which sums, along with telephone usage, shall be paid monthly, as Additional Rent. Sublessee acknowledges and agrees that Sublessor shall be the sole and exclusive provider of Telecommunications Services to Sublessee, and that Sublessee shall not use any other provider for such services. Sublessor shall bill Sublessee monthly for all charges associated with the Telecommunications Services, all of which shall be considered Additional Rent hereunder. In addition to any other remedies of Sublessor for the failure of Sublessee to pay Rent or Additional Rent hereunder, Sublessor may shut off Internet access, outgoing telephone calls and facsimile service, and direct all incoming calls to voice mail. By its initials below, Sublessee hereby consents to such termination of Internet access, telephone and fax services and expressly authorizes such withdrawal of services upon its failure to timely pay Rent and Additional Rent as set forth in this Sublease.

Initial

8.3 Sublessor shall in no way be liable or responsible for any loss, damage or expense Sublessee may sustain or incur as a result of any interruption, failure, interference, defect or error in the Telecommunications Services. No such failure, defect or unavailability shall constitute a constructive eviction, in whole or in part, or entitle Sublessee to any abatement or diminution of Rent, or relieve Sublessee from any of its obligations under this Sublease. Sublessee acknowledges its consent and understanding of the foregoing waiver by its initials below.

Initial

8.4 Sublessor shall post a list of services that it provides along with their related costs (Services List) on its Internet (www.17corp.com) website. Sublessor shall post the Services provided to Sublessee along with their costs on an ongoing basis to an area on the Website

whose access is exclusive to the Sublessor and Sublessee. Payment for Services rendered by Sublessor from the 26th of the previous month through the 25th of the current month shall be tendered by Sublessee along with each monthly Rent payment. Sublessee understands that all such services are provided on a first-come-first-served basis. In the event of a rush job, Sublessee's responsibility is to make clear to Sublessor's staff the urgency of the work to be done so that no misunderstanding can arise. For these purposes, a "rush job" shall mean anything that requires less than a 24-hour turnaround. Notwithstanding the foregoing, Sublessor shall not be responsible nor liable for any damages should Sublessor be unable to begin or complete the work by Sublessee's deadline. Rush jobs shall be charged at a premium rate as set forth on the Services List.

8.5 Sublessee acknowledges that due to the imperfect nature of verbal, written and electronic communications, neither Sublessor nor its officers, directors, employees, agents or representatives shall be responsible for damages, direct or consequential, that may result from the failure of Sublessor to provide any service or the manner in which such service is provided, including but not limited to the service of conveying messages or transcribing documents. Sublessee agrees that its sole remedy and Sublessor's sole obligation for any failure to render any service, any error or omission, or any delay or interruption is limited to an adjustment to Sublessee's billing in an amount equal to the charge for such service for the period during which the failure, delay or interruption continues.

8.6 With the sole exception of the remedies set forth in paragraph 8.5, Sublessee expressly and specifically agrees to waive and agrees not to make any claim for damages, direct or consequential, including with respect to lost business or profits, arising out of any failure to furnish any service, any error or omission with respect thereto, or any delay or interruption of the same.

9. REPAIRS AND MAINTENANCE

9.1 Sublessee shall keep the interior of the Premises neat, clean and in good order and condition. Sublessee shall be responsible for any and all damage or deterioration in the Premises due to an act or omission of the Sublessee or its invitees, other than that which is a result solely of ordinary wear and tear.

9.2 Sublessee shall be responsible for any and all damage to office furniture, telephone or other office equipment due to an act or omission of the Sublessee or its invitees, other than that which is a result solely of ordinary wear and tear.

10. ALTERATIONS

10.1 Sublessee shall not make any alteration in or to the Premises without the prior written consent of Sublessor, which consent shall be in its sole discretion, and of the Master Lessor, which consent shall be subject to the conditions set forth in the Master Lease.

11. RULES AND REGULATIONS

11.1 Sublessee shall comply with all rules and regulations of the Building and/or building association which the Premises now are or may hereafter become a part, and such other rules and regulations which Sublessor may promulgate from time to time governing the use of the Premises or of the common areas, including those attached hereto as Exhibit "B." Sublessee shall also cause its invitees and guests to comply with all such applicable rules and regulations. Sublessor shall not be liable to Sublessee for the failure of any other subtenant to obey any rule or regulation.

11.2 Sublessee shall cause any children or minors visiting the Premises to be orderly and quiet and shall restrict them to the confines of the Premises.

11.3 Sublessee shall restrict its electrical consumption to amounts that the wiring of the Premises can accommodate and which do not interfere with the electrical needs of other Sublessees.

11.4 Sublessee's allowance for use of the conference rooms is set forth on the Services List and may not be carried over from month to month. Any usage over the allowance shall be subject to the charges as set forth on the Services List.

11.5 Sublessee shall use a floor mat under any chair that has rollers to protect the carpeting.

11.6 If the Premises or portion thereof consists of an office or workspace open or visible from the common areas, no artwork, advertising or personal items shall be visibly displayed. Noise levels shall be conducive to a professional environment and shall not interfere with or annoy other Sublessees.

11.7 Sublessee shall not adhere pictures, artwork or any other materials to the walls and doors of the Premises without the prior written consent of Sublessor. Under no circumstance shall Sublessee be allowed to drill holes or place attachment devices in any doors, brick walls or metal window frames.

12. ASSIGNMENT AND SUBLETTING

Sublessee shall not assign, mortgage or encumber the Sublease, nor sublet, suffer or permit the Premises or any part thereof to be used by others without the prior written consent of Sublessor in each instance, which consent may be arbitrarily withheld. If Sublessor grants such consent, and as a condition thereof, during the term of such sublease, Sublessor shall be entitled to all Rent, Additional Rent or other consideration payable to Sublessee by the subtenant in excess of the Rent, Additional Rent and other charges otherwise coming due under this Sublease.

13. HOLDING OVER

If Sublessee retains possession of the Premises or any part thereof after having given Sublessor notice of termination as set forth in Section 3.1 above, Sublessee's occupancy of the Premises shall be, as a tenant at will terminable at any time by Sublessor. Sublessee shall pay to

Sublessor Rent for such time as Sublessee remains in possession at the rate of two hundred percent (200%) of the total amount of Rent payable hereunder for the month immediately preceding termination date of this Sublease, plus any Additional Rent.

14. SURRENDER OF THE PREMISES

Upon termination of this Sublease, Sublessee shall peacefully surrender the Premises in broom-clean condition and otherwise in as good condition as when Sublessee took possession, except for reasonable wear and tear. If Sublessee does not remove any property belonging to it from the Premises, Sublessee shall be conclusively presumed to have conveyed such property to Sublessor under this Sublease as a bill of sale without further payment or credit by Sublessor.

15. INDEMNIFICATION

Sublessee shall indemnify, save, defend, protect and hold Sublessor harmless from all claims, suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury, property damage or damage to Sublessee’s business occurring or arising from or out of the use or occupancy of the Premises or any part thereof or occasioned wholly or in part by any act or omission of Sublessee or Sublessee’s invitees, whether occurring in or about the Premises, or in the Building common areas or elsewhere within the Building or common areas of the association of which the Building and the Premises now are, or may hereafter become, a part. Sublessee’s duty of indemnification shall not apply to injury, loss or damage proximately caused by the negligence or willful act of Sublessor or its agents, contractors or employees. Sublessee shall further indemnify, save, protect and hold Sublessor harmless from any and all claims, legal actions, suites, damages or liabilities arising out of Sublessee’s failure to perform and abide by the obligations of this Sublease.

16. SUBLESSEE’S INSURANCE

16.1 Sublessee acknowledges that Sublessor’s insurance provides no benefit to Sublessee in the event of any loss or damage. Sublessee may not look to Sublessor or its insurance carrier in the event of any loss or damage from any cause whatsoever.

16.2 Sublessee shall maintain at its own cost and expense insurance against fire, theft and other perils as may be included in extended coverage insurance on Sublessee’s property and leasehold improvements in an amount deemed adequate by Sublessor to cover their replacement cost and comprehensive general liability insurance on an occurrence basis with limits of liability in an amount not less than One Million Dollars (\$1,000,000) combined single limit for each occurrence with respect to loss of life, bodily and personal injury and damage to property. All such insurance shall name Sublessor as an additional insured and, if reasonably requested by Sublessor, shall also name the Master Lessor as an additional insured and shall contain appropriate endorsements denying Sublessee’s insurance the right of subrogation against Sublessor and the Master Lessor, and shall contain a provision whereby each insurer agrees not to cancel such insurance without thirty (30) days’ prior written notice to Sublessor.

17. CONFIDENTIALITY

Sublessee and Sublessor agree that the terms and conditions contained in this Sublease are confidential and that neither party shall disclose them to a third party without the written consent of the other.

Initial

18. DEFAULT

18.1 The occurrence of any of the following shall be an event of default under this Sublease: (i) Sublessee defaults in payment of Rent, Additional Rent or any other sum of money to be paid pursuant to the terms of this Sublease for a period of three (3) days after written notice thereof from Sublessor; (ii) Sublessee defaults in the performance of any other term, covenant, condition or obligation of Sublessee under this Sublease and fails to cure such default within a period of fifteen (15) days after receipt of notice from Sublessor specifying such default (or if such default specified is not capable of cure within such fifteen (15) day period, the Sublessee fails immediately after notice from Sublessor to commence to cure such default and diligently to pursue completion of such cure during and after such fifteen (15) day period); (iii) if Sublessee abandons or vacates any portion of the Premises for fifteen (15) consecutive days; (iv) if Sublessee makes any transfer, assignment, conveyance, sale, pledge or disposition of all or a portion of the Premises other than by reason of an assignment or subletting of the Premises under the conditions permitted under this Sublease; (v) if Sublessee’s interest herein is sold under execution; or (vi) Sublessee violates the confidentiality provision of this Sublease.

18.2 Upon any event of default, Sublessor shall have all rights specified under the laws of the State of California in addition to those set forth in this Sublease.

18.3 In the event of default, Sublessor may charge the following costs as Additional Rent for actions taken to rectify the state of default. Sublessor may charge an administrative fee of Two Hundred Fifty Dollars (\$250) for the issuance of each of the following: 1) Three-Day Notice to Pay Rent or Quit, and/or 2) Notice of Default. Also, Sublessor may charge a telephone/Internet reconnect fee of Two Hundred Fifty Dollars (\$250) for any full or partial disconnects resulting from a default.

18.4 The failure of Sublessor to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Sublease, or any rule and regulation, shall not be construed as a waiver or relinquishment for the future performance of such obligations or rules or regulations.

19. NOTICES

19.1 All notices, demands or other communications (“Notices”) permitted or required to be given hereunder shall be in writing and, if mailed, postage prepaid shall be deemed given one (1) day after the date of mailing thereof or on the date of actual receipt, whichever is sooner; all

other notices shall be deemed given on the date of actual receipt. Notices shall be addressed as follows:

- (a) If to Sublessor, to the address specified on the signature page of this Sublease; and
- (b) If to Sublessee, its address at the Premises.

19.2 Sublessor may from time to time by written notice designate such other place to receive future notices.

19.3 Any notice which Sublessor may be required to give under this Sublease or by law may be personally served on Sublessee or any of its employees. Sublessee acknowledges and agrees that such personal service shall be legal and proper for all purposes. If Sublessee vacates the Premises and has not left a forwarding address with Sublessor, the Premises shall continue to be the proper place of service for all purposes.

19.4 Once Sublessee or Sublessor has given notice to vacate the Premises or if Sublessee fails to cure a Three-Day Notice to Pay Rent or Quit, Sublessor reserves the right to show the Premises to prospective sublessees during, before or after normal business hours.

20. **SMOKING**

To preserve the quality of the environment in and around the Building, Sublessee understands and agrees that smoking or carrying of lighted cigars, cigarettes, pipes or similar products is not permitted within the confines of the Premises or the Building, or within 100 feet of the Building by either the Sublessee or the Sublessee's employees, subcontractors or guests.

21. **ARBITRATION**

In the event of a disagreement or dispute between or among any of the Parties relating to the rights and obligations of the Parties under this Agreement, the matter will be submitted to binding arbitration to take place in Irvine, California, and to be conducted in accordance with the rules of the American Arbitration Association ("AAA") as herein modified. The rules to be followed in the arbitration are as follows:

There shall be only one arbitrator who shall be selected by mutual agreement of the Parties, failing which; the selection shall be made by the AAA, its successors or substitute. Claims comprising the petition for arbitration shall be submitted in the form of a complaint filed with the service of the association that will be conducting the arbitration, with copies personally served on all responding Parties. The respondent will have twenty (20) days to file a response, which will take the form of an answer. If there is a counterclaim or cross complaint, the same shall be filed at the time of the answer. No demurrers, motions to strike or pretrial motions will be permitted. The matters at issue will be set for hearing by the arbitrator. Within twenty (20) days of the filing of the response to the claim, the arbitrator will schedule, upon mutual agreement of the Parties, a prehearing conference and

hearing dates. If the Parties are unable to agree, the arbitrator will set the appropriate dates. There shall be no rules of evidence other than attorney client privilege, and there shall be no discovery.

The Parties agree to be bound by the decision of the arbitrator, which shall be final, shall not be appealable, and shall allow for no trial de novo on the same issues. The arbitrator's decision shall be rendered within thirty (30) days following submission of the matter at issue, but the failure to comply with this provision shall in no way invalidate any decision or award as may be rendered more than thirty (30) days after submission. Upon the rendering of the decision or award, the prevailing Party shall be entitled to reasonable costs (including the costs associated with the arbitration) and attorneys' fees. Judgment upon any award may be entered in any court having jurisdiction, or applications may be made to such court for judicial acceptance of the award and an order of enforcement. By agreeing to arbitration, neither of the Parties is waiving any of the benefits of the statute of limitations or equitable defense.

NOTICE: By initialing in the space below Sublessee is agreeing to have any dispute arising out of the matters included in the "Arbitration of Disputes" provision decided by neutral arbitration as provided by California law and is giving up any rights it might possess to have the dispute litigated in a court or jury trial. By initialing in the space below, Sublessee is giving up their rights to discovery and appeal, unless those rights are specifically included in the "Arbitration of Disputes" provision. If Sublessee refuses to submit to arbitration after agreeing to this provision, it may be compelled to arbitrate under the authority of the California Code of Civil Procedure. Sublessee's agreement to this arbitration provision is voluntary. Sublessee has read and understands the foregoing and agrees to submit disputes arising out of the matters included in the "Arbitration of Disputes" provision to neutral arbitration.

Sublessee Initial

Sublessor Initial

22. SUBLESSEE/EMPLOYEE RELATIONS

22.1 Sublessee agrees that the Sublessor's staff members do not report to Sublessee, nor are they employees of Sublessee.

22.2 Sublessee acknowledges that Sublessor has invested significant time and effort at a substantial cost to train its staff and management. While Sublessee is a tenant, or for 180 days following the termination or expiration of this Sublease, should Sublessee or any affiliate of Sublessee hire a staff or management member or otherwise make such employee of Sublessor unavailable to it, or should Sublessee encourage a staff or management member to leave the employ of Sublessor, Sublessee shall pay Sublessor a finder's fee of Ten Thousand Dollars (\$10,000) for each such staff or management member so hired or encouraged to leave.

23. RELOCATION OF PREMISES

23.1 Sublessor shall have the right to relocate the Premises to another part of Sublessor’s premises in accordance with the following:

23.1.1 The new premises shall be substantially the same in size, dimensions, configuration, decor and nature as the Premises described in this Sublease;

23.1.2 Sublessor shall give Sublessee not less than ten (10) days’ written notice of Sublessor’s intention to relocate the Premises;

23.1.3 As nearly as practicable, the physical relocation of Sublessee from the Premises to the new premises shall take place during non-business hours, and shall be completed before the following Monday. Upon completion of such relocation, the new premises shall become the “Premises” under this Sublease;

23.1.4 The direct costs of any such relocation shall be borne by Sublessor; and

23.1.5 The parties hereto shall immediately execute an amendment to this Sublease setting forth the relocation of the Premises and any other modifications to the terms of this Sublease.

24. MAIL AND TELEPHONE FORWARDING

24.1 After termination or expiration of the term of this Sublease, or upon vacation of the Premises by Sublessee, Sublessee shall notify all parties of its change of address, phone number and fax numbers. Sublessor shall have no obligation to provide anyone with Sublessee’s forwarding information.

24.2 If Sublessee wishes to forward mail or to provide a forwarding address, phone or fax number, Sublessee must subscribe to Sublessor’s Business Identity Plan at the then-prevailing rate. Sublessor shall not provide such package to Sublessee if Sublessee is in default under this Sublease or owes money to Sublessor.

25. PARKING

Sublessee shall be allowed one (1) automobile parking space per each office and/or workspace leased pursuant to this Sublease. Sublessee understands and agrees that no individual parking space shall be assigned to Sublessee and that parking spaces are occupied on an “as available” basis. Further, Sublessee agrees that parking spaces are to be used for automobile use only and that no vehicle may be left overnight in any parking space.

26. SIGNAGE

Sublessee shall not cause any signage or advertising materials to be placed on the exterior of the Building or the Premises.

27. SECURITY AND SAFETY

Sublessee understands and acknowledges that for purposes of security and safety, Sublessor has installed cameras that allow Sublessor to continuously monitor and record all movement and activities in the Building and the Premises.

28. PERSONAL GUARANTEE

This Sublease shall be subject to the personal guarantee as set forth on Exhibit D herein.

SUBLESSOR: LFC Corporate Services, Inc.
17 Corporate Plaza Drive, Suite 100
Newport Beach, California 92660

BY: _____
Its:

PRINTED NAME: _____

DATE: _____

SUBLESSEE: _____

BY: _____

ITS: _____

PRINTED NAME: _____

DATE: _____

EXHIBIT A

FEE SHEET AND SERVICES

PREMISES

Monthly Rent

- Ocean View Suite
_____ \$ _____
- Ocean View Office
_____ \$ _____
- Office
_____ \$ _____
- Workspace
_____ \$ _____
- Virtual Office
_____ \$ _____

ADDITIONAL SERVICES

One-Time Charge

- Cleaning Fee \$ _____
- Telephone Service
(Sublessor owns instrument) \$ _____
- Plants
(Sublessee owns plant) \$ _____

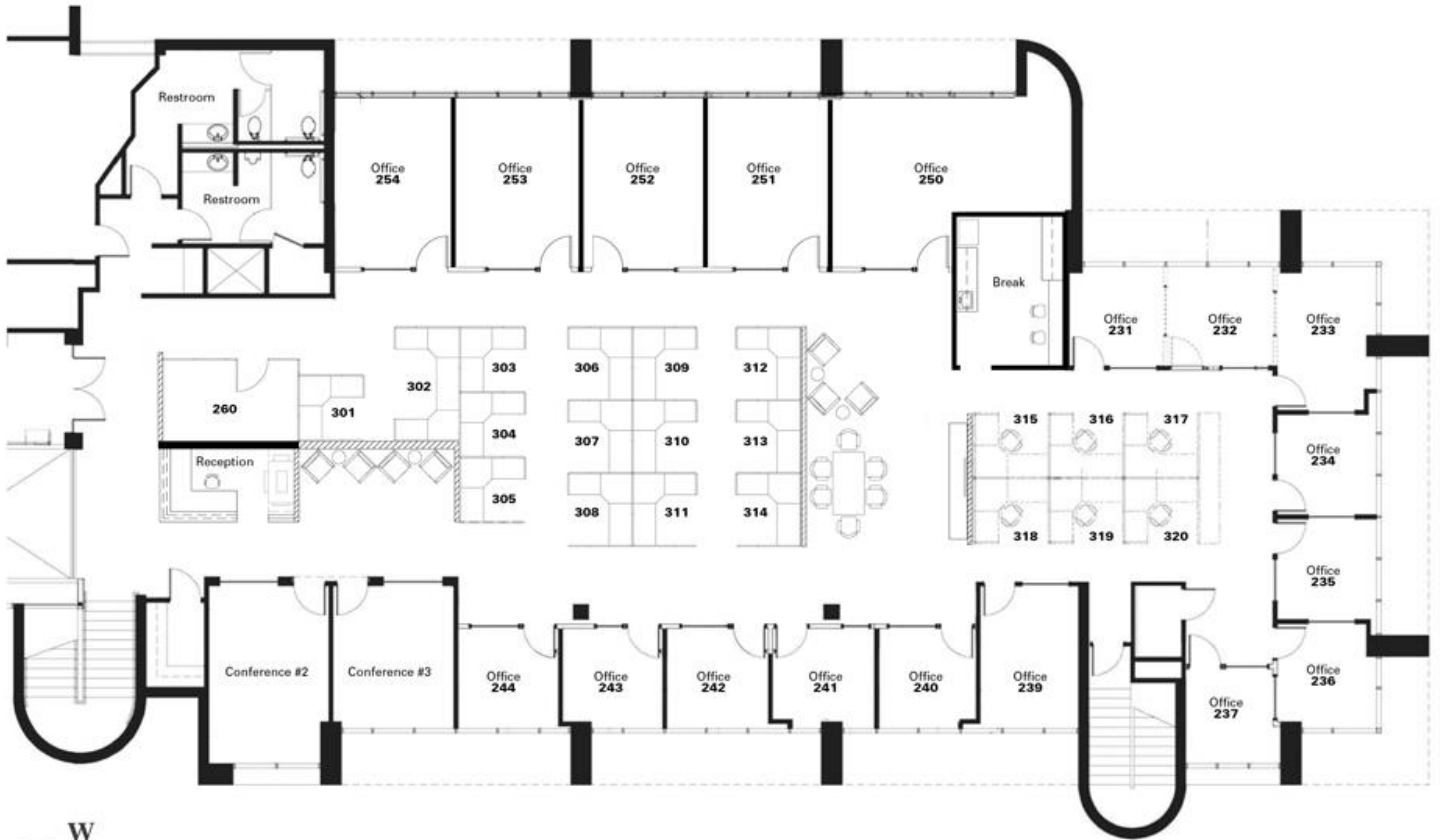
SECURITY DEPOSIT

\$ _____

TOTAL: \$ _____

EXHIBIT B

LFC
EXECUTIVE SUITES



Revised: 2014/08

17 CORPORATE PLAZA FLOORPLAN

EXHIBIT C

RULES AND REGULATIONS

1. Sublessee and their guests will conduct themselves in a businesslike manner, proper attire will be worn at all times, and the noise level will be kept to a level so as not to interfere with or annoy other sublessees.
2. Sublessee shall not provide or offer any services to Sublessor's customers if such services are available from Sublessor.
3. Sublessee will not affix anything to walls of premises without prior written consent of Sublessor.
4. Sublessee will not prop open any corridor doors, exit doors or doors connecting corridors during or after business hours.
5. Sublessee will not block or congregate in the common areas, and those areas must be kept neat and attractive at all times.
6. Sublessee will not conduct any activity within the Premises or Building, which in the sole judgment of the Sublessor will create excessive traffic or is inappropriate to the executive office suite environment.
7. Sublessee will not conduct business in the corridors or any other areas except in its Premises or conference room without the written consent of Sublessor.
8. All corridors, halls, and stairways shall not be obstructed by Sublessee or used for any purpose other than normal egress and ingress.
9. No advertisement, identifying signs, personal items or artwork or other notices shall be inscribed, painted or affixed on any part of the corridors, doors, public areas or workspaces.
10. Without Sublessor's specific prior written permission, Sublessee is not permitted to place "mass market", direct mail or advertising (i.e., newspaper, classified advertisements, yellow pages, billboards) using Sublessor's assigned phone number or take any such action that would generate an excessive amount of incoming calls.
11. Canvassing, soliciting and peddling in the Building are prohibited and Sublessee shall not solicit other subtenants for any business or other purpose without the prior written approval of Sublessor.
12. Immediately following Sublessee's use of the conference room, kitchen/dining area or other common area (Space), Sublessee shall clean up and return the Space to the state and

condition it was prior to Sublessee's use. If not, Sublessor may charge Sublessee for any other expenses required to restore Space to its original condition.

13. Sublessor must be notified in writing if Sublessee desires to utilize the Space during evening or weekend hours. Sublessor may deny Sublessee access if the desired usage is inappropriate and may disrupt normal operations.
14. Sublessee shall not, without Sublessor's written consent, store or operate a computer (except desktop/laptop computer or fax machine) or any other large business machines, reproduction equipment, heating equipment, stove, speaker phones or other mechanical amplification equipment, refrigerator or coffee equipment, or conduct a mechanical business, do any cooking, or use or allow to be used on the premises oil, burning fluids, gasoline or kerosene for heating, warming or lighting. No burning candles shall be permitted. No article deemed extra hazardous on account of fire or any explosives shall be brought into said Premises or facility. No offensive gases, odors or liquids shall be permitted.
15. Sublessee will bring no animals into the Premises or Building except for those assisting disabled individuals.
16. Sublessee may purchase plants and planters from Sublessor's approved vendor as set forth in Exhibit A herein. No other plants shall be allowed on the Premises. Maintenance of all Sublessee-owned plants shall be conducted by Sublessor's approved vendor. Upon termination of this Sublease Agreement, Sublessee agrees to remove Sublessee-owned plants and planters from the Premises.
17. Sublessee understands and agrees arrangements must be made in advance with Sublessor in order to use the elevator to transport equipment, furniture or any other office-related bulk items.
18. Sublessee understands and agrees that each office and/or workspace shall not be occupied by more than one individual
19. Sublessee shall not remove furniture, fixtures or decorative material owned by Sublessor from the Premises or Building without the written consent of Sublessor.
20. Sublessee agrees to use chair mats provided by Sublessor and any damage from failure to use the same shall be the responsibility of the Sublessee.
21. If Sublessee requires any special installation or wiring for electrical use, telephone equipment or otherwise, such wiring shall be done at Sublessee's expense, work designated and approved by Sublessor.
22. Sublessee shall not use the Premises for manufacturing. Storage of merchandise may not take place in workspaces.

23. Sublessee shall not occupy or permit any portion of the Premises to be occupied for the manufacture, sale, gift or use of liquor, narcotics or tobacco in any form.
24. Sublessee shall not use the Premises for lodging or sleeping or for any immoral or illegal purposes.
25. No additional locks or bolts of any kind shall be placed upon and of the doors or windows of the Premises by Sublessee, nor shall any changes be made on existing locks or the mechanisms thereof. Sublessee acknowledges that Sublessor shall have keys and access to the Premises.
26. In the event Sublessee wishes to use the elevator to move furniture or other items in or out of the premises, Sublessee shall notify the Suites Manager in advance in order for protective material to be installed on the elevator walls. Any and all damage, including scratches, to the elevator shall be the sole responsibility of Sublessor.
27. Sublessee shall, before leaving Premises unattended for an extended period of time, close and securely lock all doors and shut off all lights and other electrical apparatus. Any damage resulting from failure to do so shall be billed to Sublessee as Additional Rent.
28. Sublessee shall not be liable for damage, theft or misappropriation of property belonging to Sublessee or any employee, agent or invitee of Sublessee.
29. Sublessee or Sublessee's officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers or invitees shall be prohibited from participating in any type of harassment, sexual, verbal or physical, in the Building or Premises for any reason.
30. Electrical current shall be used for ordinary lighting purposes, to run desktop computers and facsimile equipment only unless written permission to do otherwise shall first have been obtained from Sublessor at an agreed cost to Sublessee.

LFC Corporate Services Inc. reserves the right to modify and add to these rules and regulations as may be needed, in its sole judgment, for the safety, care and cleanliness of the premises. LFC Corporate Services, Inc. has no responsibility to Sublessee for the violation or nonperformance by any other Sublessee or tenant of any of these Rules and Regulations, but shall use reasonable efforts to uniformly enforce them.

EXHIBIT D

PERSONAL GUARANTY OF SUBLEASE

WHEREAS LFC Corporate Services, Inc., a California corporation, hereinafter "Sublessor," and _____, a _____, hereinafter "Sublessee," have executed the attached Sublease dated _____, concerning the Premises.

WHEREAS, _____, hereinafter "Guarantor(s)," has a financial interest in _____.

WHEREAS, Sublessor will not execute the Sublease if Guarantor does not execute and deliver to Sublessor this Guaranty of Sublease.

NOW THEREFORE, in consideration of the execution of the foregoing Sublease by Sublessor and as a material inducement to Sublessor to execute said Sublease, Guarantor hereby jointly, severally, unconditionally and irrevocably guarantees the prompt payment by Sublessee of all Rent and Additional Rent and any and all other sums payable by Sublessee under said Sublease and the faithful and prompt performance by Sublessee of each and every one of the terms, conditions and covenants of said Sublease to be kept and performed by Sublessee subject to the following provision:

It is agreed by Sublessor and Guarantor that this Guaranty shall terminate six (6) months after the date that Sublessee vacates the premises of all personnel and personal property. However, any amounts due and payable under this Guaranty shall be reduced by any and all successful mitigation by Sublessor, Sublessee and Guarantor, for the leasing of the Premises by Sublessee.

It is specifically agreed that the terms of the foregoing Sublease may be modified by agreement between Sublessor and Sublessee, or by a course of conduct, and said Sublease may be assigned by Sublessor or any assignee of Sublessor without consent or notice to Guarantor and that this Guaranty shall guarantee the performance of said Sublease as so modified.

This Guaranty shall not be released, modified or affected by the failure or delay on the part of Sublessor to enforce any of the rights or remedies of the Sublessor under said Sublease, whether pursuant to the terms thereof or at law or in equity.

No notice of default need be given to Guarantor, it being specifically agreed that the guarantee of the undersigned is a guarantee under which Sublessor may proceed immediately against Sublessee and/or against Guarantor following any breach or default by Sublessee or for the enforcement of any rights which Sublessor may have as against Sublessee under the terms of the Sublease or at law or in equity.

Sublessor shall have the right to proceed against Guarantor hereunder following any breach or default by Sublessee subject to Guarantor right of mitigation as referenced above,

without first proceeding against Sublessee and without previous notice to or demand upon either Sublessee or Guarantor.

Guarantor hereby waives (a) notice of acceptance of this Guaranty; (b) demand of payment, presentation and protest; (c) all right to assert or plead any statute of limitations relating to this Guaranty of the Sublease; (d) any right to require the Sublessor to proceed against the Sublessee except as referenced hereinabove or any other guarantor or any other person or entity liable to Sublessor; (e) any right to require Sublessor to apply to any default, any security deposit or other security it may hold under the Sublease; (f) any right to require Sublessor to proceed under any other remedy Sublessor may have before proceeding against Guarantor; (g) any right of subrogation.

Guarantor does hereby subrogate all existing or future indebtedness of Sublessee to Guarantor to the obligations owed to Sublessor under the Sublease and this Guaranty.

If a Guarantor is married, such Guarantor expressly agrees that recourse may be had against his or her separate and community property for all of the obligations hereunder.

The obligations of Sublessee under the Sublease to execute and deliver estoppel statements and financial statements, as therein provided, shall be deemed to also require the Guarantor hereunder to do and provide the same.

The term "Sublessor" refers to and means the Sublessor named in the Sublease and also Sublessor's successors and assigns. So long as Sublessor's interest in the Sublease, the leased Premises or the Rents, issues and profits therefrom, are subject to any mortgage or deed of trust or assignment for security, no acquisition by Guarantor of the Sublessor's interest shall affect the continuing obligation of Guarantor under this Guaranty which shall nevertheless continue in full force and effect for the benefit of the mortgagee, beneficiary, trustee or assignee under such mortgage, deed of trust or assignment and their successors and assigns.

The term "Sublessee" refers to and means the Sublessee named in the Sublease and also Sublessee's successors and assigns.

In the event any action is brought by said Sublessor against Guarantor hereunder to enforce the obligations of Guarantor hereunder, the unsuccessful party in such action shall pay to the prevailing party therein costs incurred and a reasonable attorney's fee which shall be fixed by the court.

Executed at Newport Beach, California, on _____.

"Guarantor"

"Guarantor"