

NON-RESIDENT OFFICE SUITE AGREEMENT

Preamble - Parties and Premises

SaltMine, LLC, dba, Esquire Suites, ("**Esquire Suites**") has entered into a Master Lease ("**Master Lease**") with Douglas Emmett Realty Fund 1995, LLC ("**Landlord**") for the Fourth Floor ("**Suite**") of that certain building known as the Wilshire Brentwood Plaza located at 12400 Wilshire Boulevard, Los Angeles, California (the "**Building**") which terminates on January 31, 2012. Esquire Suites and **Customer**, identified below in the Schedule, hereby agree as follows:

Schedule

Customer:

Term: Month-to-month commencing on _____ and ending on the last day of the month following the 30th day after written notice from one party to the other.

Monthly Charges

Monthly Rent:	\$320
Telephone Answering:	\$141
Mail Box:	\$19
Total Monthly Recurring Charges:	\$480

Other Information

Security Deposit:	\$480
Number of Persons:	1
Anniversary Date:	(commencing 2008)

Basic Services

1. Esquire Suites hereby agrees to provide certain services to Customer including the non-exclusive use of a portion of the Fourth Floor including the reception room, conference rooms, an available office, common corridors, photocopy rooms, kitchens and libraries (the "**Suite**"). Esquire Suites does not rent to Customer the exclusive use or occupancy of any space, except as hereinafter provided.

Conditions

2. Customer's right to use the Suite is conditioned upon each of the following:
- (1) Customer must reserve use of a conference room or available office with the receptionist at least three business days in advance of use, on a first-come, first-served basis;
 - (2) Customer agrees to pay additional rent of \$50 per hour for any use of any Common Area, other than available office, as an office;
 - (3) Customer may use a Conference Room or available office for no more than 8 hours per month on no more than three (3) days per month for the Monthly Rent;

- (4) Customer agrees to pay additional rent of \$25 per hour for any use of any Conference Room in excess of 8 hours per month or three (3) days per month and for any use any conference room except for a deposition or a conference with less than four (4) persons;
- (5) Time not used in any month is forfeited and does not accumulate for use at any subsequent time;
- (6) Esquire Suites may deny any use of the Suite to Customer for any failure to satisfy any of the foregoing conditions.

Term

3. The term of this Agreement shall be for the period and commencing and ending as specified in the Schedule unless sooner terminated as herein provided.

Rent

4. Customer agrees to pay to Esquire Suites as rent the sum of Monthly Rent specified in the Schedule per month payable on the first day of each and every month commencing with the term of this Agreement at the office of Esquire Suites in the Building. Customer agrees to pay a service charge of \$25 for failure to make prompt payment of any sum due plus interest at the legal rate or ten percent (10%) per annum. Recurring charges are late if not paid by the 3rd of the month without notice. Customer agrees to pay a service charge of \$15 for all returned checks.

Rent Increases

5. The Monthly Recurring Charges of this Agreement shall be increased annually by 5%, compounded annually, to become effective on each Anniversary Date specified in the Schedule.

Security Deposit

6. Upon execution of this Agreement, Sublessee shall deposit with Esquire Suites the sum of the Security Deposit set forth in the Schedule ("**Security Deposit**") as security for the faithful performance by Sublessee of all of the terms of this Agreement. Upon any increase in Monthly Rent, Sublessee shall deposit with Esquire Suites an additional sum sufficient for the Security Deposit to equal the then adjusted Monthly Recurring Charges. Within 7 days after expiration or earlier termination of this Agreement, Esquire Suites shall return the unapplied Security Deposit.

Optional Services and Costs

7. Telephone. Esquire Suites hereby agrees with Customer to provide telephone answering service for Customer on normal workdays from 9:00 a.m. through 5:00 p.m. on Esquire Suites's telephone system if Customer pays currently all Monthly Recurring Charges and applicable charges. Customer may make outgoing telephone calls from telephone instruments available in common areas and agrees to pay prevailing charges. Customer acknowledges that Esquire Suites's telephone equipment has limited memory of all outgoing telephone numbers and is capable of printing this information.

8. Computer. Customer may have reasonable use of Esquire Suites's library.
9. Photocopy. Customer agrees to pay for photocopies at prevailing rates.
10. FAX. Customer agrees to pay for faxes at the rate of \$.50 per page.
11. Utilities. Customer acknowledges that Landlord has agreed to provide electricity, lighting, heating, air conditioning, and janitorial services to the Suite, of which the Suite are a part.
12. Access Cards and Keys. Customer agrees to pay a deposit to Esquire Suites for Access Cards and keys. This deposit is refundable upon return of undamaged Cards and keys.
13. Postage. Customer may use the Suite postage machine plus actual usage of postage at prevailing rates.
14. Mail. Customer may have mail delivered to the Suite and placed into a small mailbox, in which case, the receptionist shall pick up and sort Customer's mail. Customer authorizes other subtenants or customers of the Suite to pick-up and sort mail as reasonably necessary.
15. Parking. Landlord has agreed to provide limited reserved, unreserved and tandem parking at the Building to Esquire Suites and its Customers at prevailing rates and subject to current Parking Rules and Regulations. Customer may rent parking in the Building from Esquire Suites at prevailing rates.
16. File Cabinets. Customer may hire from Esquire Suites file cabinets at prevailing rates.
17. Charges and Fines. Any use by Customer of the Suite which results in a charge to Esquire Suites shall be paid by Customer promptly, including, without limitation, after hours or weekend use of air conditioning and installation charges. Customer agrees to adhere to Schedule of Optional and Supplemental Services, Charges and Fines as promulgated from time to time, including payment of fines, the current edition of which are attached hereto as Exhibit "B."

Use of Premises

18. The Suite shall be used for general office purposes by Customer and for no other use or uses without the express written consent of Esquire Suites and Landlord. Customer shall not commit or permit the commission of any acts in the Suite nor use or permit the use of the Suite in any way that violates the terms or conditions of the Master Lease or that obstructs or interferes with the rights of other Customers or occupants of the Fourth Floor or injures or annoys them, or constitutes the commission of waste on the Suite or the commission or maintenance of a nuisance.

Indemnity

19. Customer shall indemnify and hold Esquire Suites and the property of Esquire Suites, including the Suite and the Building of which the Suite are a part, free and harmless from any and all liability, claims, loss, damages, or expenses, including counsel fees and costs, arising by reason of the death or injury of any person, including Customer or any person who is an employee or agent of Customer, or by reason of damage to or destruction of any property, including property owned by Customer or any person who is an employee or agent of Customer, caused or allegedly caused by:

- (a) Any cause whatsoever while such person or property is in or on the Suite or in any way connected with the Suite or with any personal property on the Suite;
- (b) Some condition of the Suite;
- (c) Some act or omission on the Suite of Customer or any person in, on or about the Suite with the permission of Customer; or
- (d) Any matter connected with Customer's occupation or use of the Suite.

Esquire Suites's Remedies for Customer's Default

20. Default. Esquire Suites shall have no obligation to provide any service to Customer under this Agreement following termination of this Agreement, or if Customer is in default of any obligation under this Agreement including any obligation to pay for any expense applicable to any service provided pursuant to this Agreement, Exhibit B, or any other service agreement between the parties. Upon such default or upon termination of this Agreement, Customer expressly grants to Esquire Suites each of the following rights:

- (a) the right to discontinue telephone service, and voice mail to Customer through Esquire Suites's telephone system;
- (b) the right to discontinue computer service through Esquire Suites's computer system;
- (c) the right to return mail to sender.
- (d) the right to discontinue parking, telephone, voice mail, Intranet, on-line services, mail box, mail, postage, FAX, photocopy, library, file cabinets, storage, HVAC, SeCom cards, keys, locks, signage and all other services without further notice from Esquire Suites to Customer.

21. Should Customer be guilty of a material default and breach of this Agreement, Esquire Suites, in addition to any other remedies given Esquire Suites by law or equity, may:

- (a) Continue this Agreement and thereby be entitled to enforce all Esquire Suites's rights and remedies under this Agreement; or
- (b) Terminate Customer's right to use or occupancy of the Suite, thereby terminating this Agreement, and recover from Customer for all detriment proximately caused by Customer's failure to performed Customer's obligations under this Agreement and to discontinue parking, telephone, photocopy, FAX and library service, mail delivery and all other services.

Attorneys' Fees

22. Should any litigation be commenced between the parties to this Agreement concerning the Suite, this Agreement, or the rights and duties of either in relation thereto, the

SCHEDULE OF OPTIONAL SERVICES AND FINES

Installation Charges

Telephone Line	\$150/outlet
Web Connection.....	\$150/station

Computer

Monthly Internet Service & e-mail address	\$43/mo./station
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All hardware and software on Tenants computer will be at Tenant's sole expense.

Telephone

Telephone Instrument (\$72) & First Line Charge (\$69).....	\$141/instrument
Each Additional Line	\$43

Photocopy

0 to 5,000 copies per month.....	\$.10/copy
5,000 or more per month.....	\$.08/copy

<u>FAX</u>	\$.50/page
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<u>Postage Meter Usage</u>	\$22/mo. plus actual cost of postage
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Storage

Extra file cabinet on Sublet Premises	\$49/mo.
Rack on P-6.....	\$30/mo.

Cleaning Fine

Uncleaned items used by Sublessee, its employees, or guests	\$2/item
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Any food left in the kitchens over 7 days will be discarded without recourse by its owner.
Any personal items left in the sink or left unrinsed in the dishwasher, will be discarded without recourse by its owner.

Library Fines

Failure to use Out-Card, or re-shelve any library book	\$10/book
Removal of book from the Suite.....	\$50/book
Use of library by invitee once.....	\$75/mo.

Conference Room Fines

Materially misrepresenting the number of persons to use	\$30/hr.
Failure to cancel a reservation	\$30
Use of a conference room or other common area as an office.....	\$30/hr.