

OFFICE SUBLEASE

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 Sublessee, identified below in the Schedule, hereby agree as follows:

Schedule

Sublessee:

Office Numbers:

Term: Three years commencing on February 1, 2008 and ending on January 31, 2011.

Thereafter, the term of this Sublease shall be month-to-month commencing on February 1, 2011 and ending on the last day of the month following the 90th day after written notice from one party to the other.

Monthly Charges

Basic Rent:			\$
Parking @ Landlord's rates: currently			\$
Valet Reserved @ \$265 ea.			
Unreserved @ \$145 ea.			
Telephone Instruments, Line & Voice Mail:	1 @	\$141/ea.	\$141
Reception Telephone Line	1 @	\$43/ea.	\$43
Private Line	1 @	\$43/ea.	\$43
Number of Internet Connections	1 @	\$43/ea.	\$43
Postage meter			\$22
P-6 Storage	1 @	\$30/ea.	\$30
Total Monthly Recurring Charges			\$

Other Information

Security Deposit:			\$
Installation Charges			\$
Due on signing: Security			\$
Number of Persons:	1		
Percentage of Direct Expenses	%		
Anniversary Date:	January 31		

Sublet Premises and Rent

1. Esquire Suites hereby subleases to Sublessee identified in the Schedule and Sublessee hires from Esquire Suites exclusive use of a portion of the Suite identified by Office Number in the Schedule and as outlined in red on the plat attached hereto and marked as Exhibit "A", ("**Office**") and the non-exclusive use of the reception room, common corridors, conference rooms, photocopy rooms, kitchens and libraries of the Suite ("**Common Areas**"), collectively referred herein as the "**Sublet Premises**". Sublessee or its employees may share nonexclusive

use of common corridors, reception room, conference rooms, kitchens, photocopy rooms, and library. Esquire Suites also subleases to Sublessee and Sublessee hires from Esquire Suites exclusive use of one (1) file cabinet per window office located either in the Suite or on P-6. All offices and secretarial spaces are unfurnished and hired "as is."

Term

2. The term of this Sublease shall be for the period and commencing and ending as specified in the Schedule unless sooner terminated as herein provided. If the Office is currently occupied by another subtenant, the term of this Sublease shall commence upon the current Subtenant vacating the Office.

Basic Rent

3. Sublessee agrees to pay, without demand, to Esquire Suites the Total Monthly Recurring Charges specified in the Schedule for the use and occupancy of the Sublet Premises on the first day of each and every month commencing with the term of this Sublease at the office of Esquire Suites in the Suite or such other place or places as Esquire Suites may from time to time designate by written notice given to Sublessee. The Total Monthly Recurring Charges due each month shall be adjusted at least annually as provided in paragraph 4 of this Sublease. Sublessee also agrees to pay to Esquire Suites within three (3) days of presentment of a statement for all other charges due, including for services specified in paragraphs 7 through 15 of this Sublease. If the commencement date of this Sublease is other than the first of a month, then Sublessee agrees to pay the first partial month's rent pro rata from either the date of actual occupancy or the commencement date set forth in the Schedule, whichever is earlier. Sublessee agrees to pay a service charge of five percent (5%) for failure to make payment of any sum due within three (3) days and ten percent (10%) for failure to make payment of any sum due within ten (10) days. Total Monthly Recurring Charges are late if not paid by the 3rd of the month without notice. All other charges are late if not paid by the 3rd day after presentment of a statement from Esquire Suites to Sublessee. Sublessee agrees to pay an additional service charge of \$50 for all returned checks. Sublessee agrees to pay 150% of the then current monthly rental rate of any non-Common Area in addition to the Office within the Suite which Sublessee occupies without Esquire Suites' express written consent. Sublessee also agrees to pay 150% of the then current monthly rental rate if Sublessee holds over after termination of this Sublease without Esquire Suites' express written consent.

4. The Basic Rent specified in Paragraph 3 of this Sublease shall be increased by the Percentage of Direct Expenses specified in the Schedule of any Additional Rent incurred by Esquire Suites as set forth in the Master Lease which shall be payable herein when payable by Esquire Suites pursuant to the terms of the Master Lease.

Increased Charges

5. The Total Monthly Recurring Charges (other than Parking) specified in the Schedule of this Sublease shall be increased annually by 6%, compounded annually, to become effective on each Anniversary Date specified in the Schedule. This obligation to pay increased charges shall survive termination of this Sublease. The Total Monthly Recurring Charges as so adjusted will become the new Total Monthly Recurring Charges payable by Sublessee to Esquire Suites until again adjusted. Parking charges may be adjusted by the Landlord at any time.

Security Deposit

6. Upon execution of this Sublease, 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 Sublease. Upon any increase in Basic Rent as specified in Paragraphs 4 or 5 of this Sublease, Sublessee shall deposit with Esquire Suites an additional sum sufficient for the Security Deposit to equal the then adjusted Basic Rent. Upon any default of this Sublease by Sublessee, Esquire Suites may, without prejudice to any other remedy, apply so much of the Security Deposit as may be necessary due to such breach and Sublessee shall on demand restore the Security Deposit to the then current adjusted rent. Within 7 days after expiration or earlier termination of this Sublease, Esquire Suites shall return the unapplied Security Deposit.

Services and Costs

7. Telephone. Sublessee may make any arrangements it chooses for telephone service at Sublessee's sole expense. Sublessee may have one telephone number "enhanced call forwarded" to Esquire Suites. If Sublessee elects to use Esquire Suites' telephone system and pays currently all sums due hereunder, including rent and applicable charges, Esquire Suites shall provide telephone answering service for Sublessee from 9:00 a.m. through 5:00 p.m. Esquire Suites telephone usage charges are based upon Verizon tariffs and include a 25% surcharge similar to taxes and other charges made by Verizon. Esquire Suites agrees to provide the Number of Telephone Instruments and lines specified in the Schedule on Esquire Suites' telephone system. Sublessee acknowledges that Esquire Suites' telephone equipment has limited memory of all outgoing telephone numbers and is capable of printing this information.

8. Mail. Sublessee may have mail delivered to the Suite, in which case, the receptionist shall pick up, sort and distribute the mail. Sublessee authorizes other subtenants of the Suite to pick-up and sort mail as reasonably necessary. Sublessee may make any other arrangements it chooses for delivery of mail at Sublessee's sole expense. Sublessee is entitled to the use of one mail box in the Suite.

9. Utilities. Sublessee acknowledges that Landlord has agreed to provide electricity, lighting, heating, air conditioning, and janitorial services to the Suite, of which the Sublet Premises are a part.

10. Parking. Sublessee acknowledges that Landlord has agreed to provide limited reserved parking and unreserved parking at the Building to Esquire Suites and its Sublessees at prevailing rates and subject to current Parking Rules and Regulations. Sublessee rents from Esquire Suites parking in the Building as specified in the schedule at Esquire Suites' cost.

11. Access Cards and Keys. Sublessee agrees to pay a deposit to Esquire Suites for access Cards and keys at the rate specified by the Landlord. This deposit is refundable upon return of undamaged access Cards and keys.

12. Computer. Sublessee may connect to the Suite computer system for the charges specified in Exhibit B, as reasonably adjusted from time to time. Sublessee acknowledges that use of a network impairs Sublessee's computer security. Sublessee acknowledges that Sublessee is solely responsible for all hardware and software expenses on Sublessee's computers. Esquire Suites' responsibility for the Suite computer system ends at the wall plug in Sublessee's Sublet

Premises.

13. Conference Rooms. Sublessee may request reservation of conference rooms through the receptionist who shall assign the use of conference rooms on the basis of three criteria: (1) first come - first served; (2) appropriate for the number of persons Sublessee represents it intends to accommodate; and (3) that conference rooms may not be used as an office. Use of conference rooms shall be at no additional charge, with the following exceptions in which case fines shall apply: (1) if Sublessee materially misrepresents the number of persons Sublessee represents it intends to accommodate (\$30 per hour); (2) if Sublessee fails to cancel a reservation (\$30); and if uses a conference room an office (\$30 per hour.)

14. Library. Esquire Suites may, but is not required to provide electronic legal research data and group discounts from vendors such as WestLaw and Lexis.

15. Charges. Any use by Sublessee of the Suite which results in a charge to Esquire Suites shall be paid by Sublessee promptly. Sublessee agrees to adhere to Schedule of Optional Services and Fines as promulgated from time to time, including payment of fines, the current edition of which are attached hereto as Exhibit "B." Sublessee agrees to pay all charges associated with the Sublessee's use of any services available in the Suite including basic rent, parking, telephone, voice mail, computer, mail box, mail, postage, FAX, photocopy, library, file cabinets, storage, HVAC, access cards, keys, locks, signage and all other services or charges as may be incurred from time to time. Sublessee agrees to pay for the installation of new carpet in the Sublet Premises which is stained by toner, ink or other material from office equipment, including any copier.

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

- (a) the right to disconnect telephone service, and to discontinue telephone answering service and voice mail to Sublessee through Esquire Suites' telephone system;
- (b) the right to disconnect computer wire and to discontinue computer service through Esquire Suites' computer system;
- (c) the right to enter the Sublet Premises and take possession of all Telephone Instruments, furniture and equipment provided by Esquire Suites. Any payment by Sublessee to Esquire Suites shall be applied to other charges due prior to being applied to payment of for telephone service;
- (d) the right to return mail to sender, unless Sublessee has give written notice of a forwarding address and pays all costs of forwarding mail, in advance;
- (e) the right to discontinue parking, telephone wire connections and telephone service, voice mail, Intranet, on-line services, mail box, mail delivery, postage, FAX, photocopy, library, file cabinets, storage, HVAC, access cards, keys, locks, signage and all other services provided by Esquire Suites without further notice from Esquire Suites to Sublessee.

Use of Premises

17. The Sublet Premises shall be used for general office purposes by Sublessee, its employees, contract lawyers, paralegals and staff, and for no other use or uses without the express written consent of Esquire Suites and Landlord.

Prohibited Uses

18. Sublessee shall not commit or permit the commission of any acts on the Sublet Premises nor use or permit the use of the Sublet Premises in any way that violates the terms or conditions of the Master Lease or that:

- (a) Will increase the existing rates for or cause cancellation of any fire, casualty, liability, or other insurance policy insuring Esquire Suites;
- (b) Violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the Sublet Premises or the Suite, including, without limitation, obstruction of any 44 inch wide fire lane;
- (c) Obstructs or interferes with the rights of other Sublessees or occupants of the Suite or injures or annoys them;
- (d) Constitutes the commission of waste on the Sublet Premises or the commission or maintenance of a nuisance as defined by the laws of the State of California;
- (e) Occupies any Common Area for any period longer than 8 continuous hours, or as an office, except at a cost of \$30 per hour;
- (f) Uses the Sublet Premises by more than the Number of Persons specified in the Schedule or by invitees in Sublessee's absence;
- (g) Allows any storage of boxes or other objects to be placed on the top of file cabinets, or use of unsightly furniture or other objects in view of other subtenants in Common Areas;
- (h) Allows any office equipment (such as a copier) to draw power, except on a dedicated electrical outlet to be installed at Sublessee's sole expense. Sublessee agrees to pay the reasonable cost to replace carpet soiled by such office equipment.

Alterations

19. Sublessee shall not make or permit any other person to make any alterations to the Sublet Premises without the written consent of Esquire Suites and Landlord first had and obtained. Should Esquire Suites consent to the making of any alterations to the Sublet Premises by Sublessee, the alterations shall be made at the sole cost and expense of Sublessee by a contractor or other person selected by Landlord and approved in writing by Esquire Suites and Landlord before work commences. Any and all alterations, additions, or improvements made to the Sublet Premises shall on expiration or sooner termination of the Sublease become the property of Esquire Suites and remain on the Sublet Premises; provided, however, that on expiration or sooner termination of the Sublease and written demand being given to him by Esquire Suites, Sublessee shall at Sublessee's sole cost and expense, remove all alterations, additions, and improvements made to the Sublet Premises by Sublessee and pay all costs of repairing any damages to the Sublet Premises caused by their removal.

20. Esquire Suites has the right to make reasonable alterations to the Suite.

Maintenance and Repairs

21. Sublessee admits, by entering into possession of the Sublet Premises, that the Sublet Premises are then in a good, clean, and safe condition and repair. Sublessee shall, at all

times during the term of this Sublease and any renewal or extension thereof, maintain, at Sublessee's sole cost and expense, the Sublet Premises, and every part of the Sublet Premises, in a good, clean and safe condition, and shall on expiration or sooner termination of the Sublease surrender the Sublet Premises to Esquire Suites in as good condition and repair as they are in on the date of this Sublease, reasonable wear and tear excepted. Sublessee hereby waives any right to make repairs to the Sublet Premises at the expense of Esquire Suites as provided by any law or statute now or hereafter enacted.

Inspection by Esquire Suites

22. Sublessee shall permit Esquire Suites' agents, representatives, or employees to enter the Sublet Premises at all reasonable times for the purpose of inspecting the Sublet Premises to determine whether Sublessee is complying with the terms of this Sublease and for the purpose of doing other lawful acts that may be necessary to protect Esquire Suites' interest in the Sublet Premises under this Sublease, including, without limitation, responding to emergencies, conducting fire drills, returning books to the library, returning dishes to the kitchen, recovering equipment owned by Esquire Suites, responding to complaints and to show the Sublet Premises to prospective subtenants. Esquire Suites shall use its best efforts, but is not required to give Sublessee reasonable advance notice to enter the Sublet Premises. Sublessee may install a lock on any door to the Sublet Premises a key on condition that Sublessee provides a copy to Esquire Suites. If Sublessee alters the locks to the Sublet Premises, and fails to provide a copy to Esquire Suites, Sublessee hereby authorizes Esquire Suites to have the door opened in another manner for any purpose permitted by this paragraph and Sublessee agrees to reimburse Esquire Suites all associated costs.

Destruction of Premises

23. Should the Sublet Premises, the Premises, the Suite or the Building of which they are a part be damaged or destroyed by any cause not the fault of Sublessee so as to make all use of the Sublet Premises impossible, Esquire Suites shall at Esquire Suites' sole cost and expenses promptly repair the same and the rent payable under the Sublease shall be abated for the time and to the extent Sublessee is prevented from occupying the Sublet Premises in their entirety; provided, however, that should the cost of repairing the damage or destruction exceed ten percent (10%) of the full replacement cost of the Sublet Premises, in lieu of making the repairs required by this paragraph, Esquire Suites or Sublessee may terminate this Sublease by giving the other ten (10) days' written notice of such termination.

Condemnation of Premises

24. Should all or any part of the Sublet Premises be taken by any public or quasi-public agency or entity under the power of eminent domain during the term of this Sublease:

- (a) Either Esquire Suites or Sublessee may terminate this Sublease by giving the other ten (10) days' written notice of termination; provided, however, that Sublessee cannot terminate this Sublease unless the portion of the Sublet Premises taken by eminent domain is so extensive as to render the remainder of the Sublet Premises useless for the uses permitted by this Sublease.
- (b) Any and all damages and compensation awarded or paid because of the taking, except for amounts paid Sublessee for moving expenses or for damage to any personal property or trade fixtures owned by Sublessee, shall belong to Esquire Suites, and Sublessee shall have no claim against Esquire Suites or the entity exercising eminent

domain power for the value of the unexpired term of this Sublease.

(c) Should any portion of the building containing the Sublet Premises other than the Sublet Premises be taken by eminent domain, Esquire Suites may, at its option, terminate this Sublease.

No Assignment or Subleasing

25. Sublessee shall not encumber, assign or otherwise transfer this Sublease, any right or interest in this Sublease, or any right or interest in the Sublet Premises without the express written consent of Esquire Suites first had and received. Neither shall Sublessee sublet the Sublet Premises or any part thereof or allow any other persons, other than Sublessee's agents and servants, to occupy or use the Sublet Premises or any part thereof without the prior written consent of Esquire Suites. A consent by Esquire Suites to one assignment, subletting, or occupation and use by another person shall not be deemed to be a consent to any subsequent assignment, subletting or occupation and use by the same or another person. Any encumbrance, assignment, transfer or subletting without the prior written consent of Esquire Suites, whether it be voluntary or involuntary, by operation of law or otherwise, shall be void. The consent of Esquire Suites to any assignment or subletting of Sublessee's interest in the Sublet Premises shall not be unreasonably withheld.

26. Sublessee shall fully and faithfully comply with and observe the rules and regulations for the Building of which the Sublet Premises are a part, and Exhibit B attached to this Sublease. Furthermore, Sublessee shall fully and faithfully comply with all additions or amendments to such rules and regulations hereafter made by Esquire Suites and communicated to Sublessee by written notice given to Sublessee by Esquire Suites. Esquire Suites shall not be liable in any way for failure of any other occupant of the Building of which the Sublet Premises are a part to comply with and observe such rules and regulations.

Indemnity

27. Sublessee shall indemnify and hold Esquire Suites and the property of Esquire Suites, including the Suite and the Building 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 Sublessee or any person who is a partner, principal, shareholder, employee, agent, or invitee of Sublessee, or by reason of damage to or destruction of any property, intellectual property, data, or use of electronic devices including that owned by Sublessee or any person who is a partner, principal, shareholder, employee, agent, or invitee of Sublessee, caused or allegedly caused by:

- (a) Any cause whatsoever while such person or property is in or on the Sublet Premises;
- (b) Some condition of the Sublet Premises; or
- (c) Some act or omission on the Sublet Premises of Sublessee or any person in, on or about the Sublet Premises with the permission of Sublessee.

Liability Insurance

28. Sublessee shall, at its own cost and expense, secure and maintain during the entire term of this Sublease and any renewals or extensions of such term, a broad form comprehensive general liability policy of insurance insuring Esquire Suites against loss, liability, and costs of defense caused by or connected with Sublessee's occupation or use of the Sublet Premises with

the limits of liability not less than \$1,000,000.

Acts Constituting Breaches by Sublessee

29. Sublessee shall be guilty of a material default and breach of this Sublease should:
- (a) Any rent or any other charge, fee or fine authorized by this Sublease be unpaid when due and remain unpaid for three (3) days after written notice to pay such rent or surrender possession of the Sublet Premises has been given to Sublessee by Esquire Suites;
 - (b) Sublessee defaults upon any obligation to pay for telephone service;
 - (c) Sublessee defaults in the performance or breaches any provision, covenant, or condition of this Sublease other than one for the payment of Recurring Charges and such default or breach is not cured within fifteen (15) days after written notice thereof is given by Esquire Suites to Sublessee;
 - (d) Sublessee breaches this Sublease and abandons the Sublet Premises before expiration of the term of this Sublease;
 - (e) A receiver be appointed to take possession of all or substantially all of Sublessee's property and not be discharged within ten (10) days after its appointment;
 - (f) Sublessee makes a general assignment for the benefit of creditors; or
 - (g) Execution or attachment be levied on all or substantially all of Sublessee's property and assets and not be discharged within ten (10) days.

Esquire Suites' Remedies for Sublessee's Default

30. Should Sublessee be guilty of a material default and breach of this Sublease as defined in the immediately preceding paragraph, Esquire Suites, in addition to any other remedies given Esquire Suites by law or equity, may:
- (a) Continue this Sublease in effect by not terminating Sublessee's right to possession of the Sublet Premises and thereby be entitled to enforce all Esquire Suites' rights and remedies under this Sublease; or
 - (b) Terminate Sublessee's right to possession for the Offices and use of the Common Areas, thereby terminating this Sublease, and recover damages from Sublessee:
 - (1) The worth at the time of award of the unpaid rent which had been earned at the time of termination of the Sublease;
 - (2) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination of the Sublease until the time of award exceeds the amount of rental loss that Sublessee proves could have been reasonably avoided;
 - (3) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Sublessee proves could be reasonably avoided; and
 - (4) Any other amount necessary to compensate Esquire Suites for all detriment proximately caused by Sublessee's failure to perform Sublessee's obligations under this Sublease; or
 - (c) In lieu of, or in addition to, bringing an action for any or all of the recoveries described in subparagraph (b) of this paragraph, bring an action to recover and regain possession of the Sublet Premises in the manner provided by the laws of unlawful detainer of the State of California then in effect.
 - (d) Discontinue parking, telephone connections and telephone answering, photocopy, FAX, library, postage, intranet, library, storage, HVAC, access card, and all other

services, and returning mail.

(e) Remove, eliminate or destroy anything which constitutes a violation of any law, statute, ordinance, or governmental rule or regulation governing the Sublet Premises or the Suite, or any rule or regulation imposed by Sublessor.

31. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Sublease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party, Esquire Suites or Sublessee, to whom it is directed or any managing employee of such party or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to Esquire Suites or to Sublessee at 12400 Wilshire Blvd., Suite 400, Los Angeles, California. Either party, Esquire Suites or Sublessee, may change its address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

Sublessee's Remedies for Esquire Suites' Default

32. In the event of any failure by Esquire Suites to provide any of the services set forth herein, Sublessee shall give written notice of such default to Esquire Suites. Esquire Suites shall have 30 days in which to cure such default. Thereafter, Sublessee's sole remedy shall be to terminate this Sublease as set forth herein.

Attornment To Landlord

33. Upon receipt of a written notice from Landlord stating that an uncured default exists in the performance of Esquire Suites' obligations under the Master Lease, Sublessee shall give notice to Esquire Suites of such notice of default, and if Esquire Suites fails to challenge Landlord's notice of default within 72 hours, Esquire Suites irrevocably authorizes and directs Sublessee upon receipt of a written notice from Landlord stating that an uncured default exists in the performance of Esquire Suites' obligations under the Master Lease, to pay to Landlord all sums then and thereafter due under this Office Sublease. Landlord shall not, by reason of this assignment or the collection of rentals, be deemed liable to Sublessee for the performance of any of Esquire Suites' service obligations under this Sublease. In no event shall Landlord or Landlord's designee be liable for any previous act or omission by Esquire Suites under this Sublease, or for the return of any advance rent payments or deposits in excess of one month's rent nor shall Landlord be subject to any existing defense or offset against Esquire Suites. If the Master Lease is terminated, Landlord or Landlord's designee may, at its sole option, take over Esquire Suites' entire interest in this Sublease for possession of all or a portion of the Suite and upon notice from the Landlord or Landlord's designee given within thirty (30) days following such termination, Sublessee shall either (1) attorn to Landlord or Landlord's designee under the terms of the Master Lease for the remainder of the Term of this Sublease, or (2) terminate this Sublease.

Attorneys' Fees

34. Should any litigation be commenced between the parties to this Sublease concerning the Sublet Premises, this Sublease, or the rights and duties of either in relation thereto, the party, Esquire Suites or Sublessee, prevailing in such litigation shall be entitled, in addition, to such other relief as may be granted, to a reasonable sum as and for its attorneys' fees in the litigation which shall be determined by the court in such litigation or in a separate action

brought for that purpose.

Binding on Heirs and Successors

35. This Sublease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties, Esquire Suites and Sublessee, hereto, but nothing in this paragraph shall be construed as a consent by Esquire Suites to any assignment of this Sublease or any interest therein by Sublessee except as provided in Paragraph 25 of this Sublease.

Time of Essence

36. Time is expressly declared to be of the essence in this Sublease.

Waiver

37. The waiver of any breach of any of the provisions of this Sublease by Esquire Suites shall not constitute a continuing waiver or a waiver of any subsequent breach by Sublessee either of the same or of another provision of this Sublease.

Sole and Only Agreement

38. This instrument constitutes the sole and only agreement between Esquire Suites and Sublessee respecting the Sublet Premises or the leasing of the Sublet Premises as of its date. Any agreements or representations respecting the Sublet Premises, their leasing by Esquire Suites to Sublessee, or any services to be provided by Esquire Suites to Sublessee not expressly set forth in this instrument are null and void.

EXECUTED on December __, 2008 at Los Angeles, California.

Esquire Suites

Sublessee

BY: Stephen L. Thomas, President

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 & First Line Charge	\$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.
Storage Unit 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.