

UNITED STATES BANKRUPTCY COURT		District of Delaware	PROOF OF CLAIM
Name of Debtor: CONEXANT SYSTEMS, INC. 4000 MACARTHUR BLVD. NEWPORT BEACH, CA 92660		Case Number: 13-10367-MFW	
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): PREDICTIONPROBE, INC.		<div style="text-align: right;">APR 10 2013</div> <div style="text-align: center;">U.S. BANKRUPTCY COURT DISTRICT OF DELAWARE</div> <div style="text-align: center;">COURT USE ONLY</div> <div> <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____ </div> <div> <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars. <div style="text-align: center; font-weight: bold; font-size: 1.2em;">RECEIVED</div> <div style="text-align: center; font-weight: bold; font-size: 1.2em;">APR 11 2013</div> <div style="text-align: center; font-weight: bold; font-size: 1.2em;">BMC GROUP</div> </div>	
Name and address where notices should be sent: PREDICTIONPROBE, INC. P.O. BOX 9186 NEWPORT BEACH, CA 92658			
Telephone number: (949) 379-3500 email: MKHALESSI@PREDICTIONPROBE.COM			
Name and address where payment should be sent (if different from above): PREDICTIONPROBE, INC. P.O. BOX 9186 NEWPORT BEACH, CA 92658		Telephone number: (949) 379-3500 email: MKHALESSI@PREDICTIONPROBE.COM	
1. Amount of Claim as of Date Case Filed: \$ <u>38,820.00</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.			
2. Basis for Claim: <u>LEASE TERMINATION PENALTY & SECURITY DEPOSIT</u> (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor: <div style="text-align: center; font-weight: bold; font-size: 1.2em;">9 4 3 9</div>	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)	
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.			
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____	
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.			
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).		<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).	
		Amount entitled to priority: \$ _____	
*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adj			
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)			

Conexant Systems



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7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain: See Section 4a & 4c of attached Sublease

8. Signature: (See instruction #8)

Check the appropriate box.

- ☒ I am the creditor. ☐ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)
(See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: MOHAMMAD R. KHALESSI
Title: PRESIDENT AND CEO
Company: PREDICTIONPROBE, INC.
Address and telephone number (if different from notice address above):
P.O. BOX 9186, NEWPORT BEACH, CA 92658
949-379-3500
MKHALESSI@PREDICTIONPROBE.COM
Telephone number: _____ email: _____

 04/01/2013
(Signature) (Date)

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506 (a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(c), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

WEST TOWER SUBLEASE

This West Tower Sublease ("Sublease"), dated, for identification purposes only, June 23, 2008 ("Effective Date"), is made by and between CONEXANT SYSTEMS, INC., a Delaware corporation ("Sublessor"), and PREDICTIONPROBE, INC., a California corporation ("Sublessee").

1. Premises. Sublessor hereby subleases to Sublessee and Sublessee subleases from Sublessor for the term, at the rental and upon all of the conditions set forth herein those certain premises consisting of approximately 4,705 rentable square feet consisting of a portion of the West Tower of the Property (defined in the Lease) commonly known as 4000 MacArthur Blvd., Suite 700, Newport Beach, California 92660 which premises are more particularly depicted on **Exhibit A** hereto ("Subleased Premises").

2. Term.

a. Commencement Date/Option. The term of this Sublease ("Term") shall commence on July 1, 2008 ("Sublease Commencement Date"), and shall end on June 30, 2013 ("Expiration Date") unless sooner terminated pursuant to any provision hereof. Sublessee shall be entitled to enter the Subleased Premises as of June 23, 2008 solely for purposes of Sublessee's installation of its furnishings (i.e., not for early commencement of Sublessee's business operations), provided in any event that Sublessee shall be subject to all the terms of this Sublease (other than the payment of rent) and that Sublessee's work shall not interfere with Sublessor's Work. Sublessor's Work is to be completed by June 30, 2008 ("Sublessor's Work Completion Date"). This Sublease shall remain valid even if Sublessor's Work is not completed by Sublessor's Work Completion Date. However, if Sublessor's Work is not completed by Sublessor's Work Completion Date, the Sublease Commencement Date shall be redefined herein as August 1, 2008, the Expiration Date shall be redefined herein as July 31, 2013, and all dates in this Sublease, including but not limited to the dates in Section 4(b), will be moved forward by one month. If Sublessor's Work is not completed by July 31, 2008, Sublessee, at its sole discretion and upon giving fourteen days written notice to Sublessor at any time prior to completion of Sublessor's Work may terminate the Sublease. But, if Sublessee elects not to terminate the Sublease despite the continuation of Sublessor's Work after July 31, 2008, then the Sublease Commencement Date shall be redefined as the first day of the month after completion of the Sublessor's Work, and Expiration Date, and all dates in this Sublease, including but not limited to the dates in Section 4(b), will be adjusted and redefined accordingly. Provided that Sublessee is not in "default" (as defined in the "Lease" described below) hereunder either at the time the option is exercised or at the time the "Additional Term" (as defined herein) would otherwise commence, Sublessee shall have one (1) option to extend the Term of this Sublease for five (5) years ("Additional Term") by delivery to Sublessor of written notice given, if at all, after October 1, 2012 and before December 31, 2012. In the event that Sublessee is entitled to and timely and properly exercises the foregoing option, the Term shall be extended by the Additional Term, and Sublessee's occupancy of the Subleased Premises shall be on all of the terms and conditions applicable to the initial Term hereof, except that there shall be no further options to extend the Term hereof. If Sublessee is not entitled to, or fails to timely or properly, exercise the foregoing option, the parties can't agree on a new Monthly Base Rent by six (6) months prior to the then current Expiration Date, or the option thereafter lapses because, at the time the Additional Term would commence, Sublessee is in default under this Sublease, the option shall lapse and thereafter not be exercisable. The option granted herein is personal to Sublessee.

b. Right of First Offer. Provided that Sublessee is not in "default" hereunder either at the time the offer is made or exercised and subject to the pre-existing rights of any other subtenants in the Building, Sublessee shall have the right of first offer to lease space that may become available from time to time on the seventh (7th) floor of the Building, if Sublessor is or becomes interested in marketing such space ("Expansion Space"). Sublessor shall notify Sublessee in writing that Sublessor would be willing to lease the Expansion Space. Sublessee shall, within five (5) business days following its receipt of Sublessor's notice,

indicate in writing its intention to add the Expansion Space to the Subleased Premises on the terms set forth in this Sublease at the then current rate per rentable foot per month, and entitlement for parking space at the same rate as then provided under the Sublease. The tenant improvement allowance will be the unamortized balance of the initial tenant improvement allowance. For the purposes of this section, the Initial Tenant Improvement Allowance shall be defined as \$10.00 per usable square foot of leased area. Any failure by Sublessee to respond to Sublessor's notice within such five-day period, or any notice by Sublessee specifying Sublessee's acceptance of the Expansion Space on terms other than those set forth in the Sublease or of only a portion of the Expansion Space which is the subject of such notice, shall cause Sublessee's rights under this Sublease to terminate with respect to that particular Expansion Space, and Sublessor shall thereafter be free to lease that particular Expansion Space to another party. Should Expansion Space become available multiple times during the term of this Sublease, Sublessee shall not be entitled to a right of first offer regarding Expansion Space more often than once every twelve (12) months.

3. Incorporation of Terms of Master Lease. Sublessee acknowledges that Sublessor is in possession of the Subleased Premises pursuant to the terms of the West Tower Lease dated March 24, 2005 ("Lease") by and between IDF/KBS 4000 MacArthur, LLC, a Delaware limited liability company ("Master Lessor"), as landlord, and Sublessor, as tenant, which has been subsequently assigned to 4000 MacArthur LLP, a copy of which is attached hereto as **Exhibit B**. This Sublease shall be upon all of the terms and conditions set forth in Sections 1.1, 3.1, 4.3 through 4.6, 4.8(a)(i), 4.8(b), 4.8(c)(i), 4.8(d), 5.1, 5.2, 7.1, 7.5, 8.1(c)(i), 8.1(d)(ii), 8.2, 8.4, 9.1, 9.2, 9.4, 9.5, 10.3, 11.4, 11.6, 11.7, 13.2 through 13.4, 14.3, 15.2 through 15.4, 19.1 through 19.10 and 19.13 through 19.17 (except the fifth sentence of Section 19.16), Article 17, the second sentence of Section 4.1, the first, fourth and sixth sentences of Article 6 and Exhibit D, except that all references to "Landlord" therein shall be deemed references to Sublessor herein, all references to "Tenant" therein shall be deemed references to Sublessee herein, all references to the "Commencement Date" therein shall be deemed references to the Sublease Commencement Date herein, all references to the "Premises" therein shall be deemed references to the Subleased Premises, all references to the "Lease" therein shall be deemed references to this Sublease, any references to the "Renewal Term" and/or "New Lease Renewal Term" shall have no application to this Sublease and Sublessor's address for payments pursuant to Section 4.5 thereof shall be as set forth in Section 4.s. below. The terms of such Sections of the Master Lease, modified in accordance with the preceding sentence, are by this reference incorporated herein as if set forth in full herein. Sublessor represents and warrants that it will seek all necessary approval from the Landlord, as provided under Section 10.1 of the Lease, and deliver such approval to the Sublessee along with the signed Sublease.

4. Additional Terms. In addition to the terms set forth above, the Sublease shall be upon the following additional terms and conditions:

a. Termination of Sublease. The Sublease shall terminate upon the sooner of the Expiration Date, subject to extension pursuant to Section 2 above, or the earlier termination of the Lease, as provided by this Sublease, by mutual agreement of Sublessor and Sublessee, by Master Lessor pursuant to its rights under the Lease, by mutual agreement of Master Lessor and Sublessor, or as provided by law. Sublessor shall provide Sublessee with 180-days notice for early termination by the Master Lessor, or by mutual agreement of Master Lessor and Sublessor to become effective. In the event of such early termination by Master Lessor and/or Sublessor, Sublessor is responsible to pay for Sublessee's relocation expenses, including, but not limited to, expenses incurred for packing and moving furniture and electronic equipment, installing cabling for new data and telephone services at the new location, stationery, the costs of complying with all obligations under the paragraphs 3 and 4.e. of the Sublease relating to surrendering of the Subleased Premises at the end of the term up to, but not to exceed, an allowance of \$20,000.

b. Monthly Rental. The Monthly Base Rent payable under this Sublease for the month after the Sublease Commencement Date occurs shall be as set forth in the table below (ii) paid by Sublessee to Sublessor in immediately available funds on the first day of each month. Notwithstanding anything to the

contrary in this Sublease or Master Lease, the Monthly Base Rent is calculated on a Full Service Gross basis, which shall include all operating expenses, including, but not be limited to, property taxes, insurance, property maintenance, janitorial services, and utilities, excluding those Excess Operating Expenses defined in paragraph 4.e herein and the electricity on a separate meter as set forth in paragraph 4.f.

<u>Rental Period</u>	<u>Rate per Rentable Foot Per Month</u>	<u>Monthly Base Rent</u>
Sublease Commencement Date – 12/31/2008	abated	abated
1/1/2009 – 6/30/2009	\$2.00	\$7,274.00*
7/1/2009 – 12/31/2009	\$2.00	\$9,410.00**
1/1/2010 – 12/31/2010	\$2.06	\$9,692.30
1/1/2011 – 12/31/2011	\$2.12	\$9,974.60
1/1/2012 – 12/31/2012	\$2.18	\$10,256.90
1/1/2013 – 6/30/2013	\$2.25	\$10,586.25

*The parties acknowledge that: (1) for the first six months after the Sublease Commencement Date, rent shall be free, and (2) for months seven through twelve after the Sublease Commencement Date, the Monthly Base Rent shall be abated for one thousand and sixty-eight (1,068) square feet of the Premises, thereby reducing it from \$9,410 to \$7,274.

** This period is defined herein as the "First Unabated Rental Period."

The Monthly Base Rent for the Additional Term shall be mutually agreed upon between the parties as set forth in Section 2 at the fair market value for comparable office space in the Development, but in no event less than the Monthly Base Rent in place for the period immediately preceding the Additional Term.

In no event and under no circumstances shall Sublessee be entitled to offset any amount owed or claimed to be owed by Sublessor to Sublessee against Monthly Base Rent or Additional Rental payable to Sublessor under this Sublease.

c. Security Deposit. Upon execution of this Sublease, Sublessee shall deposit with Sublessor a sum equal to \$56,460 which is six months of the Monthly Base Rent during the First Unabated Rental Period ("Security Deposit"), which shall be held by Sublessor as security for the performance by Sublessee of all terms, covenants and conditions of this Sublease. As long as Sublessee is not in breach of this Sublease and has promptly paid the Monthly Rental and Operating Expenses, if any, for the prior twelve (12) months, Sublessor shall apply \$18,820 which is one-third of the Security Deposit towards the Monthly Base Rent for (i) January and February of 2010 and (ii) \$18,820 which is an additional one-third of the Security Deposit toward the Monthly Base Rent for January and February of 2011 and shall retain the remaining \$18,820 which is one-third of the Security Deposit until the Expiration Date subject to extension pursuant to Section 2 above. It is expressly understood and agreed that such deposit is not an advance rental deposit or a measure of Sublessor's damages in case of Sublessee's default. If Sublessee defaults with respect to any provision of this Sublease, including, but not limited to, the provisions relating to the payment of rent or the obligation to repair and maintain the Subleased Premises or to perform any other term, covenant or condition contained herein, Sublessor may (but shall not be required to), without prejudice to any other

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remedy provided herein or provided by law and without notice to Sublessee, use the Security Deposit, or any portion of it, to cure the default or to compensate Sublessor for all damages sustained by Sublessor resulting from Sublessee's default. Sublessee shall immediately on demand pay to Sublessor a sum equivalent to the portion of the Security Deposit so expended or applied by Sublessor as provided in this paragraph so as to maintain the Security Deposit in the sum as required under this Sublease. If Sublessee is not in default at the expiration or termination of this Sublease, Sublessor shall return the Security Deposit to Sublessee within 30 days after expiration or termination of Sublease. Sublessor shall not be required to keep the Security Deposit separate from its general funds and Sublessor, not Sublessee, shall be entitled to all interest, if any, accruing on any such deposit. Upon any sale or transfer of its interest in the Subleased Premises, so long as the successor in interest assumes all obligations and liabilities of Sublessor to Sublessee, Sublessor shall transfer the Security Deposit to its successor in interest and thereupon, Sublessor shall be released from any liability or obligation with respect thereto. In the event that there is no successor in interest, Sublessor shall return the Security Deposit to Sublessee pursuant to the terms of the Sublease.

d. Parking. Paragraph 7.3 of the Lease is hereby incorporated herein by reference, except that all references to "Landlord" therein shall be deemed references to Sublessor herein, all references to "Tenant" therein shall be deemed references to Sublessee herein, all references to the "Premises" therein shall be deemed references to the Subleased Premises herein and all references to the "Lease" therein shall be deemed references to this Sublease. So long as this Sublease is in effect and provided Sublessee is not in default hereunder, Sublessee shall be entitled to use up to eighteen (18) unreserved parking spaces subject to the remaining provisions of this Sublease, provided Sublessee shall pay to Sublessor additional rent of thirty dollars (\$30) per stall per month for unreserved spaces and one hundred twenty dollars (\$120) per stall per month for reserved spaces. The parties agree that for the first twelve (12) months after the Sublease Commencement Date, Sublessee shall only pay for the actual spaces used and for the remaining Term, Sublessee shall pay the greater of: seven (7) parking spaces or the actual spaces used at the additional rent set forth above. If additional parking is required, Sublessee may arrange for additional parking spaces through Sublessor, and only if spaces are available, Sublessee shall pay for additional parking at the then quoted monthly parking rates. Sublessor shall use reasonable efforts to arrange for additional parking spaces but is not obligated to provide such parking at the time of the request or thereafter. Sublessor may reduce Sublessee's number of parking spaces upon providing 30-days written notice to Sublessee, if such reduction is required by the Master Lessor to the extent it has the right to require reductions under the Lease, and/or regulatory agencies or the CC&R's, or to maintain compliance with the Lease. In no event shall Sublessee have less than 3.15 parking spaces per 1000 rentable square feet as set forth in the Master Lease. In the event of attempts by the Master Lessor or others to reduce the number of parking spaces to which Sublessee is entitled under this Sublease, Sublessor shall use its commercially reasonable efforts to resist such attempts. Sublessee shall not reduce the parking ratio provided herein on its own accord.

e. Operating Expenses. The "Annual Operating Expenses" is defined as the total amount paid each calendar year as additional rent by Sublessor to Master Lessor pursuant to paragraph 4 of the Lease. "2009 Operating Expense Baseline" is defined herein as the Annual Operating Expenses for calendar year 2009. As provided in this subparagraph e and in addition to Monthly Base Rent, for each year during the term of this Sublease("Sublessee's Excess Operating Expenses") is defined as two point six zero percent (2.60%) of any amounts that the Annual Operating Expenses in such year exceed the 2009 Operating Expense Baseline as of the end of each calendar year, or if termination of this Sublease occurs prior to the end of a calendar year, then the excess of the portion of Annual Operating Expenses paid as of termination over the 2009 Operating Expense Baseline prorated to termination. For each calendar year and at termination, Sublessor shall prepare a report with details of the Operating Expenses, and how the Sublessee's Excess Operating Expenses were calculated ("Operating Expense Report"). Sublessor shall estimate and amortize the Sublessee's Excess Operating Expenses over the twelve (12) months in each calendar year, or at the end of the term, partial calendar year, and each month. Sublessee shall be responsible to pay the estimated and amortized Sublessee's Excess Operating Expenses with its Monthly Base Rent. At the end of each calendar year, and at the end of the term, Sublessor shall issue a refund for overpayment, or an invoice

for any deficit owed by Sublessor, together with the Operating Expense Report. "Real property taxes" (as defined in the Lease) shall be included in Operating Expenses for purposes of this Sublease. The provisions of paragraph 4.8 of the Lease are hereby incorporated herein by reference, except that Sublessee shall pay Sublessee's Percentage of Operating Expenses in excess of the base year of 2009, all references to "Landlord" therein shall be deemed references to Sublessor herein, all references to "Tenant" therein shall be deemed references to Sublessee herein, and all references to the "Lease" therein shall be deemed references to this Sublease.

f. Utilities. Sublessor agrees to make available to (a) the Subleased Premises, during the Building's normal business hours of 7 a.m. to 7 p.m. Monday through Friday and 7 a.m. to 1 p.m. on Saturday (holidays excepted), which hours are subject to change from time to time as reasonably determined by Sublessor but in no event less than twelve hours per day from Monday through Friday, and five hours on Saturday, such heat and air conditioning ("HVAC"), water and electricity, as may be required for the comfortable use and occupation of the Subleased Premises for general office purposes and at a level which is usual and customary in similar office buildings in the area where the Building is located, and (b) 24-hour HVAC to the server room set forth on Exhibit A and Sublessee agrees to and shall pay 50% of the meter for each business day, 50% for each Saturday and 100% for Sunday, all of which shall be subject to the Rules of the Building as well as any governmental requirements or standards relating to, among other things, energy conservation. If the Building is designed for individual Sublessee operation of the HVAC, Sublessee agrees to pay the cost of operating the HVAC at any time other than the schedule of hours for providing the same set forth above, which cost may include the operation of the HVAC for space located outside the Subleased Premises when such space is serviced concurrently with the operation of the HVAC for the benefit of the Subleased Premises. Sublessor shall not be in breach of its obligations under this Section 4(f) unless Sublessor fails to make any repairs or perform maintenance which it is obligated to perform hereunder and such failure persists for an unreasonable time after written notice of a need for such repairs or maintenance is given to Sublessor by Sublessee. Sublessor shall not be liable for and Sublessee shall not be entitled to any abatement or reduction of rent by reason of Sublessor's failure to furnish any of the foregoing when such failure is caused by accidents, breakage, repairs, strikes, brownouts, blackouts, lockouts or other labor disturbances or labor disputes of any character, or by any other cause, similar or dissimilar, beyond the reasonable control of Sublessor, nor shall such failure under such circumstances be construed as a constructive or actual eviction of Sublessee. Sublessor shall not be liable under any circumstances for loss or injury to property or business, however occurring, through or in connection with or incidental to Sublessor's failure to furnish any of said service or utilities except if any such services to the Subleased Premises is interrupted as a result of Sublessor's gross negligence for a period of in excess of three (3) consecutive business days and which interruption materially impairs the use of the Subleased Premises and Sublessee does not use or occupy the Subleased Premises during such period, then Monthly Base Rent, Operating Expenses and Taxes shall abate from and after such three (3) business day period until such service is restored or Sublessee uses or occupies the Subleased Premises. Sublessee shall not, without the written consent of Sublessor, use any apparatus or device in the Subleased Premises, including, without limitation, electronic data processing machines, punch card machines or machines using in excess of one hundred twenty (120) volts or which consumes more electricity than is usually furnished or supplied for the Permitted Use. Sublessee shall not consume water or electric current in excess of that customarily furnished or supplied for the use of the office spaces such as the Subleased Premises, without first procuring the written consent of Sublessor, which Sublessor may refuse. The excess cost (including any penalties for excess usage) for such water and electric current shall be established by an estimate made by a utility company or independent engineer hired by Sublessor at Sublessee's expense and Sublessee shall pay such excess costs each month with the Monthly Base Rent. All costs and expenses of modifying existing equipment, cables, lines, etc. or installing additional equipment, cables, lines, etc. to accommodate such excess usage or use by Sublessee of such apparatus or device shall be borne by Sublessee. Certain security measures (both by electronic equipment and personnel) may be provided by Sublessor in connection with the Building and Common Areas. However, Sublessee hereby acknowledges that such security is intended to be only for the benefit of the Sublessor in protecting its property from fire, theft, vandalism and similar perils and while

certain incidental benefits may accrue to the Sublessee therefrom, such security is not for the purpose of protecting either the property of Sublessee or the safety of its officers, employees, servants or invitees. By providing such security, Sublessor assumes no obligation to Sublessee and shall have no liability arising therefrom. If, as a result of Sublessee's occupancy of the Subleased Premises, Sublessor and Sublessee mutually agree that it is necessary to provide security or implement additional security measures or devices in or about the Building or the Common Areas, Sublessee shall be required to pay, as additional rent, the cost or increased cost, as the case may be, of such security.

g. Use; Compliance with Laws; Condition of Subleased Premises. For purposes of this Sublease, the term "Permitted Use" means general office and for no other use without the express written consent of Sublessor, which consent Sublessor may withhold in its sole and absolute discretion. The provisions of Section 7.4 of the Master Lease are hereby incorporated by reference herein as if set forth in full herein, except that all references to "Landlord" therein shall be deemed references to Sublessor herein, all references to "Tenant" therein shall be deemed references to Sublessee herein, all references to the "Premises" therein shall be deemed references to the Subleased Premises, all references to the "Lease" therein shall be deemed references to this Sublease and Sublessor shall not be responsible to pay Sublessee for any "Unrelated Alterations," the cost of which is payable by Master Lessor under the Master Lease, unless and until Master Lessor pays such amounts to Sublessor. Except in connection with that portion of the Subleased Premises Improvements (defined in Exhibit C attached hereto) to be performed by Sublessor ("Sublessor's Work"), if any, and as otherwise expressly provided in this Sublease, Sublessee hereby accepts the Subleased Premises "AS-IS," "WHERE-IS," and in the condition existing as of the Sublease Commencement Date, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Subleased Premises, and any easements, covenants or restrictions of record, and accepts this Sublease subject thereto and to all matters disclosed thereby and by any exhibit attached hereto. Sublessee acknowledges that it has satisfied itself by its own independent investigation that the Subleased Premises are suitable for its intended use, and that neither Sublessor nor Sublessor's agent or agents has made any representation or warranty as to the present or future suitability of the Subleased Premises, the Building or the Development for the conduct of Sublessee's business. Any and all items included within Sublessor's Work, including without limitation personal property, shall be Sublessor's property at the expiration or earlier termination of this Sublease, and shall be surrendered with the Subleased Premises by Sublessee; provided, however, during the term of this Sublease such property shall be maintained by Sublessee in good condition and repair, and shall be insured by Sublessee together with Sublessee's personal property, and Sublessor shall be named an additional insured and loss payee on Sublessee's policies with respect thereto.

h. Maintenance of Premises. The provisions of the first (except for the second proviso clause therein) and second sentences of Section 8.1(a) of the Master Lease are hereby incorporated by reference herein as if set forth in full herein, except that all references to "Tenant" therein shall be deemed references to Sublessee herein and all references to the "Premises" therein shall be deemed references to the Subleased Premises. The provisions of the fourth and fifth sentences of Section 8.1(a) of the Master Lease are hereby incorporated by reference herein as if set forth in full herein, except that all references to "Landlord" therein shall be deemed references to Sublessor herein, all references to "Tenant" therein shall be deemed references to Sublessee herein, all references to the "Premises" therein shall be deemed references to the Subleased Premises, all references to the "Lease" therein shall be deemed references to this Sublease and references to the "Renewal Term" therein shall have no application to this Sublease. Sublessor shall not be in breach of its obligations under this Section 4.h. unless Sublessor fails to make any repairs or perform maintenance which it is obligated to perform hereunder and such failure persists for an unreasonable time after written notice of a need for such repairs or maintenance is given to Sublessor by Sublessee, and in no event shall Sublessor have any liability for such failure except if and to the extent caused by the gross negligence or willful misconduct of Sublessor. Sublessor shall not be liable for and Sublessee shall not be entitled to any abatement or reduction of rent by reason of Sublessor's failure to furnish any of the foregoing when such failure is caused by accidents, breakage, repairs, strikes, brownouts, blackouts, lockouts or other labor disturbances or labor disputes of any character, or by any other cause, similar or dissimilar, beyond the

reasonable control of Sublessor, nor shall such failure under such circumstances be construed as a constructive or actual eviction of Sublessee. Sublessor shall not be liable under any circumstances for loss or injury to property or business, however occurring, through or in connection with or incidental to Sublessor's failure to maintain, repair and/or replace as required by this Section 4.h. Sublessee's obligations at the end of the term with respect to surrender of the Subleased Premises pursuant to Section 19.16 of the Master Lease as modified pursuant to Section 3. above shall include the obligations to remove from the Subleased Premises all of Sublessee's furniture, fixtures and equipment located therein (excluding building systems such as electrical gear and HVAC equipment), and to repair all damage caused by such removal.

i. Alterations and Additions. The provisions of Section 8.3 of the Master Lease are hereby incorporated by reference herein as if set forth in full herein, except that all references to "Landlord" therein shall be deemed references to Sublessor herein, all references to "Tenant" therein shall be deemed references to Sublessee herein, all references to the "Premises" therein shall be deemed references to the Subleased Premises, all references to the "Lease" therein shall be deemed references to this Sublease and the five (5) day period referred to therein is hereby amended to a ten (10) day period.

j. Eminent Domain. The provisions of Section 9.3 of the Master Lease are hereby incorporated by reference herein as if set forth in full herein, except that all references to "Landlord" therein shall be deemed references to Sublessor herein, all references to "Tenant" therein shall be deemed references to Sublessee herein, all references to the "Commencement Date" therein shall be deemed references to the Sublease Commencement Date herein, all references to the "Premises" therein shall be deemed references to the Subleased Premises, all references to the "Lease" therein shall be deemed references to this Sublease and the thirty (30) period referred to therein is hereby amended to a twenty (20) day period.

k. Assignment and Subletting. Sublessee shall have no right to assign, hypothecate, encumber or otherwise transfer this Sublease, or to sublease, transfer or permit the occupancy by any third party of the Subleased Premises (in each case, a "Transfer"), without the written consent of Sublessor, which consent shall not be unreasonably withheld and the references in the Lease to the "Pre-approved Subleases" shall have no application to this Sublease.

l. Insurance. The provisions of Sections 11.1(a) through (c) (it being acknowledged that the last sentence of Section 11.1(d) is not incorporated herein by reference), 11.2(d) and 11.3 of the Master Lease are hereby incorporated by reference herein as if set forth in full herein, except that all references to "Landlord" therein (except the second reference to Landlord in the first sentence of Section 11.2(d) and all but the first reference to Landlord in the second sentence thereof, which shall remain references to Master Lessor) shall be deemed references to Sublessor herein, all references to "Tenant" therein shall be deemed references to Sublessee herein, all references to the "Premises" therein shall be deemed references to the Subleased Premises, all references to the "Lease" therein shall be deemed references to this Sublease and the ten (10) day period referred to in the fifth sentence of Section 11.3 is hereby amended to a fifteen (15) day period. In addition, wherever the Sublessor is required hereby to be named an additional insured, Sublessee shall also name Master Lessor and its mortgagee(s) as additional insureds.

m. Indemnity. The provisions of Section 11.5 of the Master Lease are hereby incorporated by reference herein as if set forth in full herein, except that all references to "Landlord" therein shall be deemed references to each of Sublessor and Master Lessor, all references to "Tenant" therein shall be deemed references to Sublessee herein and all references to the "Lease" therein shall be deemed references to this Sublease.

n. Damage. The provisions of Sections 12.1 and 12.2 of the Master Lease are hereby incorporated by reference herein as if set forth in full herein, except that all references to "Landlord" therein shall be deemed references to Sublessor herein, all references to the "Premises" therein shall be deemed

references to the Subleased Premises, all references to the "Lease" therein shall be deemed references to this Sublease, the thirty (30) day period in the third sentence of Section 12.1 is hereby amended to a twenty (20) day period where Sublessee is the exercising party and a forty (40) day period where Sublessor is the exercising party, the thirty (30) day period in clauses (a) and (b) of Section 12.2 is hereby amended to a forty (40) day period, the fifteen (15) day period in such clause (b) is hereby amended to a five (5) day period and the thirty (30) day period in the penultimate sentence of Section 12.2 is hereby amended to a twenty (20) day period.

o. Defaults by Sublessee. The provisions of Section 13.1 of the Master Lease are hereby incorporated by reference herein as if set forth in full herein, except that all references to "Landlord" therein shall be deemed references to Sublessor herein, all references to "Tenant" therein shall be deemed references to Sublessee herein, all references to the "Premises" therein shall be deemed references to the Subleased Premises, all references to the "Lease" therein shall be deemed references to this Sublease and the thirty (30) day period in subsection 13.1(b) is hereby amended to a twenty (20) day period.

p. Defaults by Sublessor. The provisions of Sections 14.1 and 14.2 of the Master Lease are hereby incorporated by reference herein as if set forth in full herein, except that all references to "Landlord" in Section 14.1 shall be deemed references to Sublessor herein, all references to "Landlord" in Section 14.2 shall be deemed referenced to each of Master Lessor and Sublessor, all references to "Tenant" therein shall be deemed references to Sublessee herein, all references to the "Premises" therein shall be deemed references to the Subleased Premises and all references to the "Lease" therein shall be deemed references to this Sublease. Any notices delivered to Sublessor by Sublessee pursuant to this subsection p. shall also be delivered to Master Lessor. Notwithstanding the foregoing or anything to the contrary in this Sublease, the following shall apply:

(i) Sublessee recognizes that Sublessor is not in a position to render any of the services or to perform any of the obligations required of Master Lessor by the terms of the Master Lease (including without limitation those set forth in Section 8.1(b), (c)(ii) and/or (d)(i) and/or Section 11.2 of the Master Lease). Therefore, despite anything to the contrary in this Sublease, Sublessee agrees that performance by Sublessor of its obligations under this Sublease is conditioned on performance by the Master Lessor of its corresponding obligations under the Master Lease, and Sublessor will not be liable to Sublessee for any default of the Master Lessor under the Master Lease.

(ii) Sublessee will not have any claim against Sublessor based on Master Lessor's failure or refusal to comply with any of the provisions of the Master Lease unless that failure or refusal is a result of Sublessor's act or failure to act. Despite Master Lessor's failure or refusal to comply with any of the provisions of the Master Lease, this Sublease will remain in full force and effect and Sublessee shall pay all rent and all other charges provided for in this Sublease without any abatement, deduction or setoff so long as Sublessee's use and enjoyment of the Subleased Premises is not disturbed. Except as expressly provided in this Sublease, Sublessee agrees to be subject to, and bound by, all of the covenants, agreements, terms, provisions, and conditions of the Master Lease, as though Sublessee was the tenant under the Master Lease.

(iii) Whenever the consent of Master Lessor is required under the Master Lease, Sublessor agrees to use its reasonable, good faith efforts to obtain, at Sublessee's sole cost and expense, that consent on behalf of Sublessee. Whenever Master Lessor fails to perform its obligations under the Master Lease, Sublessor agrees to use its reasonable, good faith efforts to cause Master Lessor to perform such obligations on behalf of both Sublessor and Sublessee.

(iv) Sublessor agrees not to modify the Master Lease in a manner that materially adversely affects Sublessee's rights under this Sublease. Sublessee and Sublessor will each refrain

from any act or omission that would result in the failure or breach of any of the covenants, provisions, or conditions of the Master Lease on the part of the Tenant under the Master Lease. Sublessor agrees to timely perform all of its obligations under the Master Lease, including, without limitation, the payment of all rent thereunder.

q. Subordination. The provisions of Section 15.1 of the Master Lease are hereby incorporated by reference herein as if set forth in full herein, except that all references to "Landlord" therein shall be deemed references to Sublessor herein, all references to "Tenant" therein shall be deemed references to Sublessee herein, all references to the "Premises" therein shall be deemed references to the Subleased Premises, all references to the "Lease" therein shall be deemed references to this Sublease and the ten (10) business day period therein is hereby amended to a five (5) business day period.

r. Right of Entry. The provisions of Article 16 of the Master Lease are hereby incorporated by reference herein as if set forth in full herein, except that all references to "Landlord" therein shall be deemed references to each of Sublessor and Master Lessor, all references to "Tenant" therein shall be deemed references to Sublessee herein, all references to the "Premises" therein shall be deemed references to the Subleased Premises, all references to the "Lease" therein shall be deemed references to this Sublease and the twenty four (24) hour period therein is hereby amended to a twelve (12) hour period. Notwithstanding the foregoing, if the entry to the Subleased Premises is sought by Sublessor rather than by Master Lessor, such entry shall be on twenty four (24) hours notice.

s. Notices. Any notice that may or must be given by either party under this Sublease shall be delivered: (i) personally, (ii) by certified mail, return receipt requested, or (iii) by a nationally recognized overnight courier, addressed to the party for whom it is intended. Any notice given to Sublessor or Sublessee shall be sent to the respective address set forth below the signature block, or to such other address as that party may designate. A notice sent pursuant to the terms of this section shall be deemed delivered: (A) when delivery is attempted, if delivered personally and during business hours, (B) three (3) business days after deposit into the United States mail, or (C) the business day following deposit with a nationally recognized overnight courier.

t. Brokers. Each party represents and warrants that it has not been represented by any broker other than Cresa Partners ("Sublessor's Broker") and The 949 Group ("Sublessee's Broker"). In connection with the foregoing, the provisions of paragraph 10 of the Lease (except for the first sentence thereof) are hereby incorporated herein by reference, except that all references to "Landlord" therein shall be deemed references to Sublessor herein, and all references to "Tenant" therein shall be deemed references to Sublessee herein.

u. Signs. Sublessee shall not place any signs upon the Subleased Premises without Sublessor's prior written consent, which shall not be unreasonably withheld or delayed so long as Sublessee provides to Sublessor adequate security for Sublessee's obligation to remove the same and repair damage to the Subleased Premises occasioned thereby at the expiration or early termination of the Term hereof, and subject also to Master Lessor's consent, if required under the Lease. Notwithstanding the foregoing, but subject to Master Lessor's consent, if required under the Lease, Sublessee shall be entitled to suite and lobby logo signage, and lobby directory board signage, provided that Sublessee shall remove the same and repair damage to the Subleased Premises and/or Building occasioned thereby at the expiration or early termination of the term of this Sublease. Lobby directory board signage shall be provided at Sublessor's expense.

v. Roof Rights. Sublessee shall have no roof rights hereunder.

w. Furniture. Sublessee shall have the right to use the furniture described in Exhibit D attached hereto at no additional cost to Sublessee (collectively the "Furniture"). Any and all Furniture shall be and remain Sublessor's property. Sublessee shall maintain the Furniture in good condition and repair,

reasonable wear and tear excepted, not remove any of the Furniture from the Subleased Premises and insure and be liable for any damage to the Furniture. Sublessee shall purchase said Furniture from Sublessor at the Expiration Date for one dollar (\$1.00).

x. Condition to Effectiveness. Notwithstanding anything to the contrary herein, this Sublease shall not be effective or binding upon the parties hereto unless and until any approval of Master Lessor required under the Lease is obtained, including Master Lessor's approval of any Subleased Premises Improvements. Sublessor makes no representation or warranty that the consent of Master Lessor to this Sublease or the Subleased Premises Improvements will be obtained.

y. Incorporation of Exhibits, Schedules, etc. References to any exhibits or schedules attached hereto are hereby incorporated into this Sublease as if fully set forth herein.

SUBLESSOR AND SUBLESSEE HAVE CAREFULLY READ AND REVIEWED THIS SUBLEASE AND EACH TERM AND PROVISION CONTAINED HEREIN OR INCORPORATED HEREIN BY REFERENCE AND, BY EXECUTION OF THIS SUBLEASE, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS SUBLEASE IS EXECUTED, THE TERMS OF THE SUBLEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSES OF SUBLESSOR AND SUBLESSEE WITH RESPECT TO THE SUBLEASED PREMISES AND THAT SUBLESSOR AND SUBLESSEE ARE EACH RELYING SOLELY UPON THE ADVICE OF THEIR OWN LEGAL COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES HEREOF.

The parties hereto have executed this Sublease as of the Effective Date.

PREDICTIONPROBE, INC.

By: [Signature]

Name: Hong Zong Lin

Title: CFD

"Sublessee"

Address: Subleased Premises

CONEXANT SYSTEMS, INC.

By: [Signature]

Name: JACOB L. CIENEGOS

Title: MANAGER
FACILITIES & CORP. REAL ESTATE

"Sublessor"

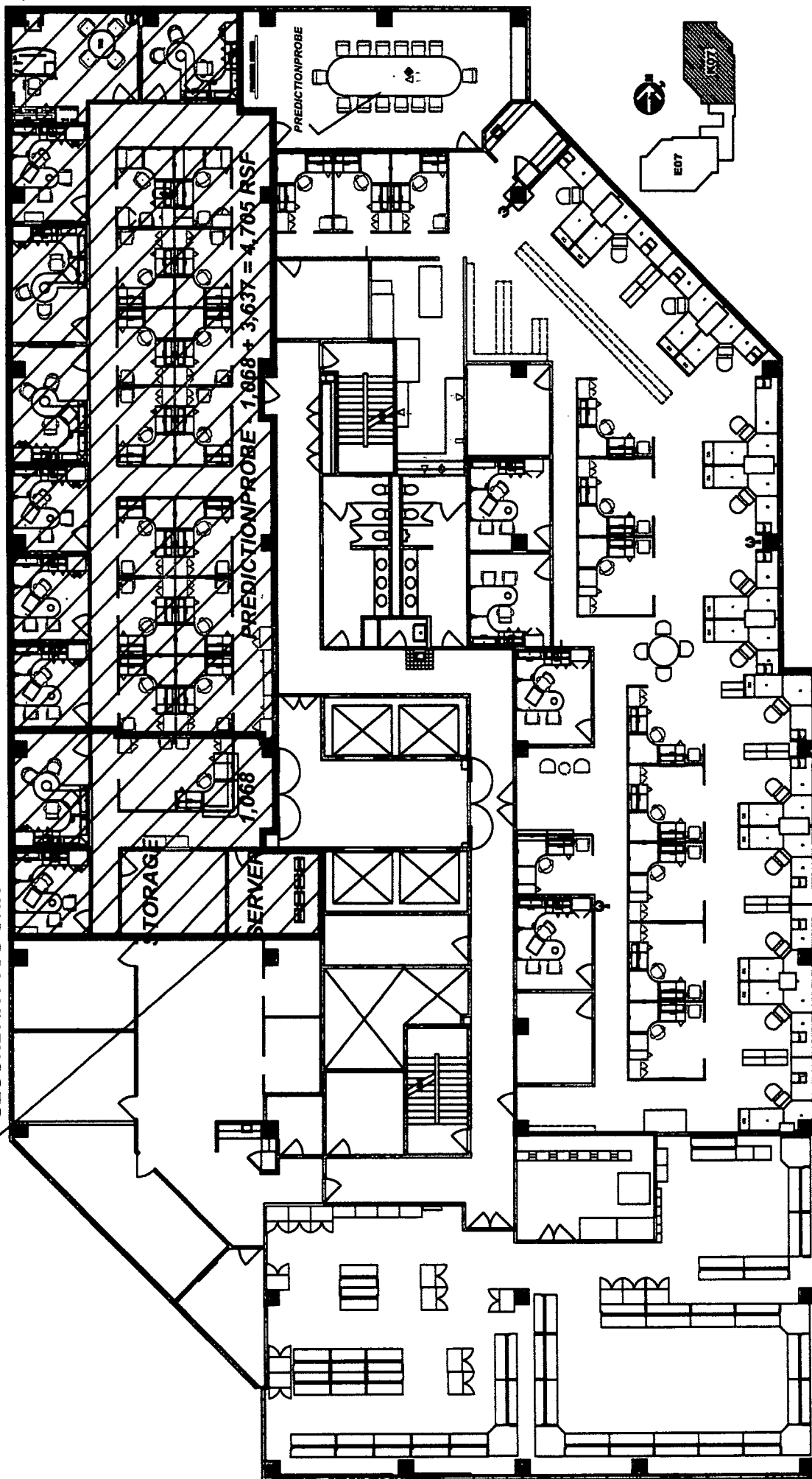
Address: 4000 MacArthur Blvd.

Newport Beach, CA 92660

Attn: Manager, Facilities

cc: Legal department

SECONDARY A/C UNIT



K2 7th FLOOR (K07)
Updated 06/26/08
PREDICTIONPROBE
4,705 RSF

EXHIBIT A

SUBLEASED PREMISES

EXHIBIT A

HZC

EXHIBIT B

MASTER LEASE

EXHIBIT B

H2C

EXHIBIT C

SUBLESSOR'S WORK

1.	Install Server Room w/24hour HVAC as set forth on Exhibit A including a separate electricity meter.
2.	Build an additional storage room as set forth on Exhibit A.
3.	Create a reception cubicle to be inserted into a location based on the entry that is created for the Premises as set forth on Exhibit A.
4.	Install a executive double door entry into Premises as set forth on Exhibit A.
5	Repair and paint all walls and doors as reasonably determined by Sublessor.

HZL

EXHIBIT D

FURNITURE

LEVEL 3 OFFICE SET – BERNHARDT FURNITURE – (1) EACH

DESK
RETURN
BRIDGE SECTION
CREDENZA
HUTCH UNIT w/SHELF CABINET
TALL VERTICAL CAB w/DOOR AND PULL OUT DRAWERS
42" ROUND TABLE
4 SIDE CHAIRS
1 DESK CHAIR

LEVEL 4 OFFICE SETS – STEELCASE CONTEXT – (2) RIGHT HAND & (2) LEFT HAND

P-TABLE JETTER – WOOD SURFACE
48" CORNER SECTION – WOOD SURFACE
42" STRAIGHT SECTION – WOOD SURFACE
OVERHEAD BINS w/LOCK – 2 EACH
OVERHEAD SHELF UNIT – 2 EACH
UNDER SURFACE PENCIL DRAWER
BOX, BOX PEDESTAL w/LOCK
BOX, FILE, FILE PEDESTAL w/LOCK
FREE STANDING CABINET w/LOCK
4' X 6' WHITE MARKER BOARD
2 SIDE CHAIRS
1 DESK CHAIR

LEVEL 5 OFFICE SETS - STEELCASE CONTEXT- (4) LEFT HAND

P- TABLE – LAMINATE SURFACE
48" CORNER SECTION – LAMINATE SURFACE
42" STRAIGHT SECTION – LAMINATE SURFACE
OVERHEAD BINS w/ LOCK- 2 EACH
UNDER SURFACE PENCIL DRAWER
BOX, BOX PEDESTAL w/LOCK
BOX, FILE, FILE PEDESTAL w/LOCK
FREE STANDING CABINET w/LOCK
4' X 4' WHITE MARKER BOARD
2 SIDE CHAIRS
1 DESK CHAIR

WORKSTATIONS – STEELCASE AVENIR – 7'X10' – 16 SETS

65" HIGH PANELS SURROUNDING COMPONENTS
48" CORNER SECTION
42" STRAIGHT SECTION – (2) EACH
OVERHEAD BIN w/LOCK – (2) EACH
BOX, BOX PEDESTAL w/LOCK
BOX, FILE, FILE PEDESTAL w/LOCK
FREE STANDING CABINET w/LOCK

H3L

42" WHITE MARKER BOARD

2 SIDE CHAIRS

1 DESK CHAIR

CONFERENCE ROOM SET

6' X 4' TABLE w/LAMINATE TOP

6 CHAIRS w/WHEELS

CONFERENCE ROOM SET - SHARED WITH SIMPSON GUMPERTZ & HEGER

18' WOOD TABLE w/LAMINATE SURFACE AND WOOD EDGING

30 CHAIRS w/ WHEELS

4'X 6' WHITE BOARD

8'HANGING PROJECTION SCREEN

BUILT IN WOOD CABINETRY

SOFT BOARD HANGING ON WALL

HZL

SVCS: STANDARD OVERNIGHT

INVA. 4700 1400 3701

ORIGIN ID: LGBA (302) 252-3673
LISA M. CICONTE
USBC DISTRICT OF DELAWARE
824 NORTH MARKET STREET 3RD FLOOR

WILMINGTON, DE 19801
UNITED STATES US

SHIP DATE: 10JAN13
ACTWGT: 1.0 LB MAN
CAD: 807436/CAFE2606

BILL SENDER

TO COACH AMERICA HOLDINGS
BMC GROUP
18675 LAKE DRIVE EAST

Conexant
RECEIVED

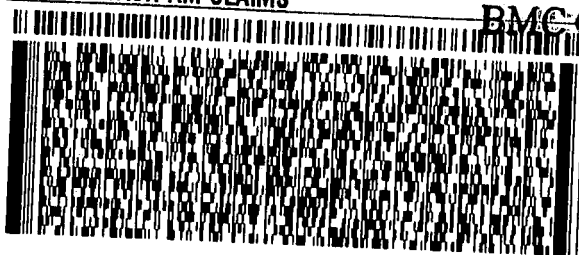
CHANHASSEN MN 55317

(310) 321-5555

REF: COACH AM CLAIMS

APR 11 2013

BMC GROUP



FedEx
Express



J1213121005G125

TRK# 4783 1439 9761
0221

RETURNS MON-FRI
STANDARD OVERNIGHT

FedEx
TRK# 4783 1439 9761
0221

THU - 11 APR 3:00P
STANDARD OVERNIGHT

XH FBLA

55317
MN-US
MSP



Emp# 281699 10APR13 ILGA 519C1/648E/93AB

World of
St

Mail

For FedEx Express® Shipments Only