

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE		PROOF OF CLAIM		 YOUR CLAIM IS SCHEDULED AS: Schedule/Claim ID S2019033257	
Name of Debtor: Conexant Systems, Inc.		Case Number: 13-10367		The amounts reflected above constitute your claim as scheduled by the Debtor or pursuant to a filed claim. If you agree with the amounts set forth herein, and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below. If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed. If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again. THIS SPACE IS FOR COURT USE ONLY <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number (if known): _____ Filed on: _____	
<small>NOTE: Other than claims under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for Administrative Expenses arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503(a).</small>					
Name of Creditor (the person or other entity to whom the debtor owes money or property) : _____					
Name and address where notices should be sent: CITIVEST 4340 VON KARMAN AVENUE, SUITE 110 NEWPORT BEACH, CA 92660		RECEIVED MAY 07 2018 BMC GROUP		If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again. THIS SPACE IS FOR COURT USE ONLY <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number (if known): _____ Filed on: _____	
Creditor Telephone Number (44) 705-0408 email: dhaynes@citivestinc.com		Name and address where payment should be sent (if different from above): _____ <input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.			
Payment Telephone Number () _____ email: _____		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.			
1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ 163,548.56 If all or part of your claim is secured, complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.					
2. BASIS FOR CLAIM: <u>Sublease</u> <small>(See instruction #2)</small>					
3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: _____		3a. Debtor may have scheduled account as: _____ <small>(See instruction #3a)</small>		3b. Uniform Claim Identifier (optional): _____ <small>(See instruction #3b)</small>	
4. SECURED CLAIM: (See instruction #4) Check the appropriate box if your claim is secured by a lien on property or a right of set off, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: Describe: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Property: \$ _____ Annual Interest Rate: _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable <small>(when case was filed)</small> <div style="display: flex; justify-content: space-between;"> <div> Amount of arrearage and other charges, as of time case filed, included in secured claim, if any: \$ _____ Basis for Perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____ </div> </div>					
5. Amount of Claim Entitled to Administrative Expense status under 11 U.S.C. § 503(b)(9) or 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 administrative expense or priority and state the amount. <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Amount entitled to priority: \$ _____ You MUST specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Up to \$2,600* 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 \$11,725*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). </div> <div style="width: 45%;"> Amount entitled to administrative expense under 11 U.S.C. § 503(b)(9): \$ _____ <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (_____). <input type="checkbox"/> Value of goods received by the debtor within 20 days before the date of the bankruptcy filing - 11 U.S.C. § 503(b)(9). </div> </div> <small>* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>					
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) <div style="text-align: right; padding-right: 50px;"> Conexant Systems 00060 </div>					

7. DOCUMENTS: Attached are redacted copies of documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and 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 definition of "redacted").

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

If the documents are not available, please explain:

DATE-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received on or before 4:00 pm, prevailing Eastern Time on May 17, 2013 for Non-Governmental Claimants OR on or before August 27, 2013 for Governmental Units.

BY MAIL TO:
BMC Group, Inc.
Attn: Conexant Systems, Inc. Claims Processing
PO Box 3020
Chanhassen, MN 55317-3020

BY MESSENGER OR OVERNIGHT DELIVERY TO:
BMC Group, Inc.
Attn: Conexant Systems, Inc. Claims Processing
18675 Lake Drive East
Chanhassen, MN 55317

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: Dana Haynes
Title: President
Company: Citinvest, Inc.

D. Haynes
(Signature)

5/6/13
(Date)

Address and telephone number (if different from notice address above):

Telephone number: (949) 705-0408 email: dhaynes@citinvestinc.com

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.

Conexant Systems, Inc.
Bankruptcy Court Claim ID S2019033257
Proof of Claim Calculation

Suite 110

Security Deposit	\$	33,384.00
Article 4a - Termination of Sublease Penalty	\$	21,699.60
Subtotal	\$	55,083.60

Suite 200

Security Deposit	\$	29,643.00
Article 4a - Termination of Sublease Penalty	\$	34,539.96
Phase 2 TI Allowance	\$	44,282.00
Subtotal	\$	108,464.96
Total Claim	\$	163,548.56

SUBLEASE

This Sublease, dated, for identification purposes only, Dec 6, 2011 is made by and between **CONEXANT SYSTEMS, INC.**, a Delaware corporation ("Sublessor"), and **CITIVEST, INC.**, a California corporation ("Sublessee").

1. Parties; 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 18,978 Rentable Square Feet, consisting of a portion of the Premises (as defined in the Lease) located in the building ("Building") commonly known as 4340 Von Karman, Suite 200, Newport Beach, California 92660, which Sublessee acknowledges is owned by PRES-4340 Von Karman L.P., a California limited partnership ("Master Lessor"), which premises are more particularly depicted on **Exhibit A** hereto ("Subleased Premises").

2. Term. The term (the "Term") of this Sublease shall commence on the date Sublessor tenders the Subleased Premises to Sublessee with Sublessor's Phase I Work (as defined in subparagraph 4(e)(i) below) substantially completed ("Sublease Commencement Date") ("Sublease Commencement Date"), and shall end on December 15, 2016 ("Expiration Date"), unless sooner terminated pursuant to any provision hereof. The Sublease Commencement Date is currently estimated to be on or before January 1, 2012. Sublessee shall be entitled to enter the Subleased Premises ten (10) days prior to the Sublease Commencement Date solely for purposes of Sublessee's installation of its furnishings, including Sublessee's telecommunications and computer cabling (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. This Sublease shall remain valid even if Sublessor's Phase I Work is not completed by January 1, 2012. Sublessee has no options to extend the Term beyond the Expiration Date.

3. Incorporation of Certain Terms of Master Lease; Definitions. Sublessee acknowledges that Sublessor is in possession of the Subleased Premises pursuant to the terms of that certain Office Building Lease Single Tenant-Triple Net dated as of December, 2001, by and between LNR Von Karman, LLC, a California limited liability company, which was assigned to Master Lessor on March 17, 2005 and Sublessor, a copy of which is attached hereto as **Exhibit B** ("Lease"). This Sublease shall be upon all of the terms and conditions set forth in paragraphs 1(c), (d)(Except the last sentence thereof), (e), (l) and (p), 2(a) and (b), 5 (except for the references in subparagraph (a) thereof to Paragraph 4(a)(ii) of the Lease, the last sentence of subparagraph 5(a) and the reference to an absolute bondable, triple net lease in subparagraph 5(d)), 6(a), 8(a) through (c) (except that, with respect to subparagraph 8(a), the phrase "use or uses set forth in subparagraph 1(m)" is amended to read "Permitted Use"), 11, 12(b) through (d), 16, 18(a), (b) and (d)(other than the reference to subparagraph 18(c) in subparagraph 18(d)), 22, 28, 31 and 36 through 39(a) through (g) and (i) through (k), the last two sentences of paragraph 1, the last sentence of paragraph 3, and Exhibits "A-I," "A-II" and "D" thereto, 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 herein and all references to the "Lease" therein shall be deemed references to this Sublease. The terms of such paragraphs of the Lease, modified in accordance with the preceding sentence, are by this reference incorporated herein as if set forth in full herein. Initially capitalized terms used in this Sublease and not otherwise defined herein shall have the meanings assigned thereto in the Lease.

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, or the earlier termination of the Lease, including a termination of the Lease by mutual agreement of Master Lessor and Sublessor (provided that Sublessor shall give Sublessee not less than one hundred fifty (150) days prior notice of any termination pursuant to a mutual agreement with Master Lessor and Sublessor shall reimburse Sublessee for its relocation costs up to an amount equal to two (2) times the Monthly Base Rent due hereunder immediately prior to the effective date

of termination) , and Sublessor shall not be liable to Sublessee for any loss or damage resulting therefrom.

b. Rent.

(i) Sublessee shall pay to Sublessor "Monthly Base Rent" for the Subleased Premises, in the following amounts, in advance without demand, on the first day of each month of the Term hereof, subject to earlier termination as provided herein or therein, and without any abatement, set off or deduction whatsoever:

<u>Month</u>	<u>Rate per Rentable Foot Per Month</u>	<u>Monthly Base Rent</u>
1-12	\$0.88	\$16,700.64*
13-24	\$0.91	\$17,269.98
25-36	\$1.32	\$25,050.96
37-48	\$1.37	\$25,999.86
49-60	\$1.42	\$26,948.76

*Monthly Base Rent for Months 1-3 excused pursuant to the last paragraph of this Section 3(b)(i).

Monthly Base Rent for the fourth (4th) month of the Term and the Security Deposit shall be paid to Sublessor by Sublessee concurrently with the execution and delivery of this Sublease.

Notwithstanding the foregoing, Sublessor hereby conditionally excuses Sublessee from the payment of the Monthly Base Rent for the first (1st) through third (3rd) months of the Term; provided that Sublessee shall pay all other charges due to Sublessor under the Sublease and provided further that Sublessee shall not be in default in its obligations under the Sublease. Should Sublessee at any time during the term of the Sublease be in default thereunder and not cure such default within any applicable cure period provided therein, then Sublessee shall not be so conditionally excused and shall be required to pay any Monthly Base Rent thereafter becoming due on the applicable due date and the total sum of any Monthly Base Rent so conditionally excused prior to such default shall become immediately due and payable by Sublessee to Sublessor. If, at the Expiration Date, Sublessee has not so defaulted, Sublessor shall waive any payment of all such Monthly Base rent so conditionally excused pursuant to this Sublease.

(ii) Rent for any month in the Term which is not a full calendar month shall be prorated based on the number of days in such month. Rent shall be payable in lawful money of the United States to Sublessor at the address stated herein or to such other persons or such other places as Sublessor may designate in writing. If any payment of rent is paid by Sublessee to Sublessor by check, and the check, when tendered for payment to the bank upon which it is drawn, is refused, Sublessor shall thereafter have the right to require Sublessee to pay all future installments of rent due hereunder by cashiers check or wire transfer.

(iii) In addition to Monthly Base Rent, Sublessee shall be responsible to pay the Sublessee's Percentage of Operating Expenses. As used herein, "Sublessee's Percentage" means twenty-nine and twenty-sixths percent (29.26%) of the Operating Expenses payable from time to time as additional rent by Sublessor to Master Lessor pursuant to paragraph 6 of the Lease. Sublessee's Percentage is calculated by dividing the Rentable Square Footage of the Subleased Premises by 64,849 Rentable Square Feet. "Real property taxes" (as defined in the Lease) shall be included in Operating Expenses for purposes of this Sublease. The provisions of paragraph 6 of the Lease are hereby incorporated herein by reference, except that (i) Sublessee shall pay Sublessee's Percentage of Operating Expenses in excess of the base year of 2012 which shall be grossed-up to an amount equivalent to the amount that would have been

expended if the Building was 95% occupied, (ii) if the Building is less than 95% occupied after the base year, all references to Operating Expenses after the base year shall be grossed-up to reflect an amount equivalent to the amount that would have been expended if the Building was 95% occupied, (iii) all references to "Landlord" therein shall be deemed references to Sublessor herein, (iii) all references to "Tenant" therein shall be deemed references to Sublessee herein, (iv) all references to the "Lease" therein shall be deemed references to this Sublease; and (v) all references to "Development Operating Expenses" therein shall be deemed references to Operating Expenses herein.

(iv) Any holding over by Sublessee in the possession of the Subleased Premises, or any portion thereof, after the expiration or earlier termination of the Term, with or without the consent of Sublessor, shall be construed to be a tenancy from month to month at one hundred fifty percent (150%) of the Monthly Base Rent herein specified for the last month in the Term (prorated on a monthly basis) unless Sublessor shall specify a lesser amount for rent in its sole discretion, and shall otherwise be on the terms and conditions herein specified as far as applicable. Any holding over without Sublessor's consent shall constitute a default by Sublessee and shall entitle Sublessor to pursue all remedies provided in this Sublease and Sublessee shall be liable for any and all direct or consequential damages or losses of Sublessor resulting from Sublessee's holding over without Sublessor's consent.

c. Security Deposit. Upon execution of this Sublease, Sublessee shall deposit with Sublessor the sum of \$29,643.00 ("Security Deposit"), which shall be held by Sublessor as security for the performance by Sublessee of all terms, covenants and conditions of this Sublease. 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 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 initially deposited with Sublessor. Although the Security Deposit shall be deemed the property of Sublessor, if Sublessee is not in default at the expiration or termination of this Sublease, Sublessor shall return the Security Deposit to Sublessee. 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, 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.

d. Permitted Use. 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 Sublessor may withhold in its sole and absolute discretion.

e. Condition of Subleased Premises.

(i) Sublessor shall provide Sublessee with a Tenant Improvement Allowance (the "TI Allowance") in the amount of \$132,846.00 to be applied to the cost of improvements to be constructed by Sublandord in the Subleased Premises ("Sublessor's Work"), which may include, without limitation, costs of space planning, programming, deign development drawings, pricing, drawings, construction drawings, electrical/mechanical/plumbing/engineering drawings, city permits, approval fees, construction administration and other construction costs. Sublessor's Work, together with any additional improvements to be installed by Sublessee in connection with Sublessee's initial occupancy of the Subleased Premises are referred to herein as the Subleased Premises Improvements. Sublessor and Sublessee agree to cooperate with one another so that the Subleased Premises Improvements are constructed and completed in accordance with the applicable provisions of the Lease. In that regard, and subject to Sublessee's timely and proper cooperation, Sublessor agrees to timely submit any materials and plans, and coordinate with Master Lessor in order to obtain any approvals required under the Lease. With respect to any Subleased Premises Improvements that are not Sublessor's Work, Sublessee shall be responsible for obtaining any approvals and paying for any cost in obtaining the same from any governmental entity having jurisdiction thereover and all other costs

relating to the same. The TI Allowance shall be allocated as follows: (i) up to \$88,564.00 of the TI Allowance (the "Phase I TI Allowance") shall be applied to the costs of improvements to be constructed by Sublessor in the Subleased Premises on or before the Sublease Commencement Date pursuant to a space plan mutually agreed to in writing by the parties promptly following the execution of this Sublease ("Sublessor's Phase I Work"); and (ii) provided that Sublessee is not then in default and this Sublease is still in effect, up to \$44,282.00 of the TI Allowance (the "Phase II TI Allowance") shall be applied to the costs of improvements to be constructed by Sublessor in the Subleased Premises on or after the date that is twenty-five (25) months after the Sublease Commencement Date pursuant to a supplemental space plan mutually agreed to in writing by the parties subsequent to the Sublease Commencement Date ("Sublessor's Phase II Work"). If the cost of the Sublessor's Phase I Work is less than the Phase I TI Allowance, Sublessor shall reimburse Sublessee for reasonable cost of furniture (including cubicles) installed by Sublessee in the Subleased Premises on or before the date that is twenty-five (25) months after the Sublease Commencement Date ("Sublessee's Furniture Costs") up to the amount of the remaining amount of the Phase I TI Allowance. If the cost of the Sublessor's Phase II Work is less than the Phase II TI Allowance and if Sublessee's Furniture Costs exceed the amount available for reimbursement pursuant to the immediately sentence, Sublessor shall reimburse Sublessee for any such excess following completion of Sublessor's Phase II Work up to the amount of the remaining amount of the Phase II TI Allowance. Sublessee shall deliver to Sublessor acceptable documentation evidencing the costs of such furniture.

(ii) Except as provided in the last three sentences of Section 4(g)(i) above, all costs of construction of Sublessor's Work in excess of the TI Allowance shall be paid by Sublessee to Sublessor upon commencement of construction. If Sublessor determines that the costs of the Sublessor's Work will exceed the TI Allowance, Sublessor shall obtain Sublessee's written consent to such excess cost prior to commencing construction.

(iii) Sublessor shall not be liable to Sublessee for any delay in the substantial completion of Sublessor's Work, and in no event shall Sublessee have the right to terminate this Sublease as a result thereof. However, notwithstanding anything to the contrary herein, provided this Sublease has been executed by Sublessee, and all the requirements of the Sublease have been fulfilled by Sublessee, Sublessor shall use diligent, good faith efforts to complete all the required work as defined as Sublessor's Phase I Work no later than January 1, 2012. If Sublessor is delayed in completing the Sublessor's Work due to Sublessee's action or inaction (including, without limitation, Sublessee requesting materials, finishes or installations other than Sublessor's building standard for the same, Sublessee issuing change orders, Sublessee failing to submit its list of requested improvements by the required date or to approve other items submitted to Sublessee for approval or Sublessee interfering with Sublessor's Phase I Work or Sublessee failing to approve or pay for any excess cost as provided above, the Sublease Commencement Date shall be accelerated by the number of days of such delay.

(iv) Sublessee acknowledges and agrees that, as of the Sublease Commencement Date, no alterations or improvements to the Sublease Premises other than the Sublessor's Phase I Work are required to be performed by Sublessor for the benefit of Sublessee in connection with this Sublease. Except for Sublessor's Phase I Work, 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.

(v) 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 as an additional insured and loss payee on Sublessee's policies with respect thereto.

f. Utilities. Sublessor agrees to make available to the Subleased Premises, during the Building's normal business hours of 8 a.m. to 6 p.m. Monday through Friday and 8 a.m. to 12 p.m. on Saturday (holidays excepted), which hours are subject to change from time to time as reasonably determined by Sublessor, such heat and air conditioning ("HVAC"), water and electricity, as may be required in Sublessor's judgment 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, 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 ("Additional Usage"), 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. Sublessee shall be charged on minimum use of two (2) hours per incident of Additional Usage. 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. 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, as determined by Sublessor. Sublessee shall not consume water or electric current in excess of that usually furnished or supplied for the use of the Subleased Premises (as determined by Sublessor), 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 in its sole discretion determines 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. Maintenance; Alterations.

(i) Except for special or non-standard systems and equipment installed for Sublessee's exclusive use, Sublessor shall keep in good condition and repair, at Sublessor's initial cost and expense (but subject to reimbursement by Sublessee as Operating Expenses of Sublessee's Proportionate Share of such cost and expense), heating, ventilating and air conditioning systems which service the Subleased Premises as well as other premises within the Building and the foundations, exterior walls, structural condition of interior bearing walls and roof of the Subleased Premises and the Building. Janitorial services to the Subleased Premises shall initially be provided as described in Exhibit C, which specifications are subject to change from time to time in the reasonable discretion of Sublessor. Sublessor shall not be required to make any repairs that are the obligation of any other Sublessee or occupant within the Building or Development or repairs for damage caused by any negligent or intentional act or omission of Sublessee or any person claiming through or under Sublessee or any of Sublessee's employees, suppliers, shippers, customers or

invitees, in which event Sublessee shall repair such damage at its sole cost and expense. Sublessee hereby waives and releases its right to make repairs at Sublessor's expense under any law, statute, ordinance, rules and regulations now or hereafter in effect in any jurisdiction in which the Development is located.

(ii) Sublessee shall, at its sole cost and expense, make all repairs and replacements as and when Sublessor deems reasonably necessary to preserve in good working order and condition the Subleased Premises and every part thereof, including without limitation, plumbing within the Subleased Premises, special or supplementary heating, ventilating and air conditioning systems located within the Subleased Premises and installed for the exclusive use of the Subleased Premises, Sublessee's cabling and telephone lines, electrical lighting facilities and equipment within the Subleased Premises and all other non-standard utility facilities and systems exclusively serving the Subleased Premises, and all trade fixtures, interior walls, interior surfaces of exterior walls, ceilings, windows, doors (including entry doors), cabinets, draperies, window coverings, carpeting and other floor coverings, plate glass and skylights located within the Subleased Premises. Sublessee shall not commit or permit any waste in or about the Subleased Premises, the Building or the Development. Sublessee shall, at its sole cost and expense, make all repairs to the Subleased Premises, Building and Development which are required, in the reasonable opinion of Sublessor, as a result of any misuse, neglect, negligent or intentional act or omission committed or permitted by Sublessee or by any subsublessee, agent, employee, supplier, shipper, customer, invitee or servant of Sublessee. In the event that Sublessee fails to maintain the Subleased Premises, Building or Development in good and sanitary order, condition and repair as required by this Sublease, then, following written notification to Sublessee (except in the case of an emergency, in which case no prior notification shall be required), Sublessor shall have the right, but not the obligation, to enter the Subleased Premises and to do such acts and expend such funds at the expense of Sublessee as are required to place the Subleased Premises, Building and Development in good, safe and sanitary order, condition and repair. Any amount so expended by Sublessor shall be paid by Sublessee promptly upon demand as additional rent.

(iii) Except as otherwise provided in this Sublease, Sublessee shall, upon the expiration or earlier termination of the Term, surrender the Subleased Premises to Sublessor in the same condition as on the date Sublessee took possession, broom-clean, reasonable wear and tear excepted. All appurtenances, fixtures, improvements, additions and other property attached to or installed in the Subleased Premises whether by Sublessor or by or on behalf of Sublessee, and whether at Sublessor's expense or Sublessee's expense, shall be and remain the property of Sublessor unless Sublessor specifically agrees otherwise in writing. Any furnishings and personal property of Sublessee located in the Subleased Premises, whether the property of Sublessee or Subleased by Sublessee (including (1) the fixtures, improvements and other items agreed, in writing, by Sublessor to belong to the Sublessee as provided in the preceding sentence and (2) all data, telephone or other cabling or wiring installed by or on behalf of Sublessee in the Subleased Premises, including the plenum area above the ceiling of the Subleased Premises unless Sublessor elects to require Sublessee to leave such cabling or wiring in the Subleased Premises, which Sublessor shall have the right to do), shall be and remain the property of Sublessee and shall be removed by Sublessee at Sublessee's sole cost and expense at the expiration of the Term. Sublessee shall promptly repair any damage to the Subleased Premises or the Building resulting from such removal. Any of Sublessee's property not removed from the Subleased Premises prior to the expiration of the Term shall, at Sublessor's option, either become the property of Sublessor or may be removed by Sublessor and Sublessee shall pay to Sublessor the cost of such removal within ten (10) days after delivery of a bill therefor or Sublessor, at its option, may deduct such amount from the Security Deposit. Any damage to the Subleased Premises, including any structural damage, resulting from Sublessee's use or from the removal of Sublessee's fixtures, furnishings and equipment, shall be repaired by Sublessee at Sublessee's expense.

(iv) Subparagraphs 13(a) through (g) of the Lease are hereby incorporated in this Sublease by reference, except that all references to "Landlord" therein shall be deemed references to Sublessor herein (except that the word "Landlord" therein, where it first appears in the last sentences of subparagraphs (b) and (c) and where it appears in subparagraph (g) shall refer to both 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 herein, all references to the "Lease" therein shall be deemed references to this Sublease, the ten (10) day period in subparagraphs (b) and (c) is hereby amended to be a fifteen (15) day period and the ten (10) day period in subparagraph (g) is hereby amended to be a five (5) day period. Without derogating from Master Lessor's review and approval rights with respect to the Subleased Premises Improvements, references to the term "Alterations" as described in

the provisions of the Lease incorporated herein by reference shall be deemed references only to those Alterations performed by or at the request of Sublessee and shall not include the Subleased Premises Improvements which constitute Sublessor's Work. At Sublessor's option, Sublessee shall, at its sole cost and expense, remove any Alterations at the expiration or earlier termination of this Sublease. Sublessee shall promptly repair any damage to the Sublease Premises or the Building resulting from such removal.

h. Obligations of Sublessor. Sublessee and Sublessor acknowledge and agree that Sublessor has no control over the services and other obligations to be provided by Master Lessor under the Lease and will have little control over the Subleased Premises after the Sublease Commencement Date; accordingly, it is the overriding intent of the parties hereto that, notwithstanding the incorporation of any terms of the Lease herein which may suggest otherwise or any other implications herein to the contrary, (i) Sublessor shall not be responsible for any of Master Lessor's obligations under the Lease or for the performance of any other obligations with respect to the Subleased Premises over which Sublessor otherwise does not have sole control, and (ii) except with respect to the payment of rent to Master Lessor, Sublessee shall be responsible for fulfilling all of the obligations of Sublessor which reasonably relate to the Subleased Premises and the obligations of Sublessor to Master Lessor with respect thereto; provided, however, that following Sublessor's receipt of written notice from Sublessee detailing the respects in which Master Lessor has failed to honor its obligations under the Lease with respect to the Subleased Premises, Sublessor shall act as promptly as may be reasonable under the circumstances in notifying Master Lessor of such failure, and shall reasonably cooperate (provided such cooperation does not involve any material cost or expense to Sublessor) with Sublessee in attempting to have any such failure rectified by Master Lessor. In no event shall Sublessor be required to institute or threaten legal action or termination of the Lease in connection with any such failure, nor shall Sublessee have the right to terminate this Sublease in connection therewith. Sublessee hereby waives any cause of action and any right to bring any action against Sublessor by reason of any act or omission of Master Lessor.

Except as expressly set forth herein, Sublessor shall not be deemed to have made any warranty or representation, and shall not be required to furnish, supply or install anything, under any provision of the Lease. Sublessee shall not in any event have any rights in respect of the Subleased Premises greater than Sublessor's rights under the Lease, and notwithstanding any provision to the contrary in the Lease, as to obligations that pertain to the Subleased Premises and are contained in this Sublease by the incorporation by reference of the provisions of the Lease, Sublessor shall not be required to make any payment or perform any obligation, and Sublessor shall have no liability to Sublessee for any such matter whatsoever, except for, subject to Sublessee's compliance with the terms of this Sublease, Sublessor's obligation to pay the rent and additional rent due under the Lease and for Sublessor's obligation (as set forth above) to Sublessee in connection with any failure of Master Lessor to observe and/or perform Master Lessor's obligations under the Lease.

Sublessor shall not be responsible for any failure or interruption, for any reason whatsoever, of the services or facilities that may be appurtenant to or supplied at the Building by Master Lessor or otherwise, including, without limitation, heat, air conditioning, water, electricity, elevator service and cleaning service, if any; and no failure to furnish, or interruption of, any such services or facilities shall give rise to any liability on the part of Sublessor except to the extent caused by Sublessor's failure to pay the rent and additional rent due under Master Lease and/or Sublessor's obligation (as set forth above) to Sublessee in connection with any failure of Master Lessor to observe and/or perform Master Lessor's obligations under the Lease.

Despite anything in this Sublease which may imply the contrary, Sublessor shall remain solely responsible for any obligation under Master Lease which was to have been performed by Sublessor, or which relates to a period which is, prior to the Sublease Commencement Date, and Sublessee shall have no liability for the same, to the extent related to the Subleased Premises. Subject to Sublessee's performance of its obligations hereunder, including without limitation with respect to payment of rent, Sublessor shall continue to pay in a timely manner all rent and additional rent due under the Lease.

Without in any way limiting the generality of but subject to the foregoing paragraphs of this Section 4(h), paragraphs 2(c), 21 and 23 (except the last sentence of paragraph 23) of the Lease are hereby incorporated herein by this reference, except that all references to "Landlord" in paragraphs 21 and 23 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, all references to the "Lease" therein shall be deemed references to this Sublease and the thirty (30) day period in paragraph 23 is hereby amended to a forty (40) day period.

i. Damage and Destruction.

(i) Minor Insured Damage. In the event the Subleased Premises or the Building, or any portion thereof, is damaged or destroyed by any casualty that is covered by the insurance maintained by Sublessor pursuant to the Lease, then Sublessor shall rebuild, repair and restore the damaged portion thereof, provided that (a) the amount of insurance proceeds available to Sublessor equals or exceeds the cost of such rebuilding, restoration and repair, (b) such rebuilding, restoration and repair can be completed within one hundred eighty (180) days after the work commences in the opinion of a registered architect or engineer appointed by Sublessor, (c) the damage or destruction has occurred more than twelve (12) months before the expiration of the Term, (d) such rebuilding, restoration or repair is then permitted, under applicable governmental laws, rules and regulations, to be done in such a manner as to return the damaged portion thereof to substantially its condition immediately prior to the damage or destruction, including, without limitation, the same net rentable floor area and (e) Sublessor does not have the right, or has the right but does not elect, to terminate the Lease pursuant to its terms. To the extent that insurance proceeds must be paid to Master Lessor or to a mortgagee or beneficiary under, or must be applied to reduce any indebtedness secured by, a mortgage or deed of trust encumbering the Subleased Premises or Building, such proceeds, for the purposes of this subsection, shall be deemed not available to Sublessor unless Master Lessor or such mortgagee or beneficiary permits Sublessor to use such proceeds for the rebuilding, restoration and repair of the damaged portion thereof. Notwithstanding the foregoing, Sublessor shall have no obligation to repair any damage to, or to replace any of, Sublessee's personal property, furnishings, trade fixtures, equipment or other such property or effects of Sublessee.

(ii) Major or Uninsured Damage. In the event the Subleased Premises or the Building, or any portion thereof, is damaged or destroyed by any casualty to the extent that Sublessor is not obligated, under clause (i) above, to rebuild, repair or restore the damaged portion thereof, then Sublessor shall, within sixty (60) days after such damage or destruction, notify Sublessee of its election, at its option, to either (a) rebuild, restore and repair the damaged portions thereof, in which case Sublessor's notice shall specify the time period within which Sublessor estimates such repairs or restoration can be completed or (b) terminate this Sublease effective as of the date the damage or destruction occurred. If Sublessor does not give Sublessee written notice within sixty (60) days after the damage or destruction occurs of its election to rebuild or restore and repair the damaged portions thereof, Sublessor shall be deemed to have elected to terminate this Sublease.

(iii) Abatement of Rent. There shall be an abatement of rent by reason of damage to or destruction of the Subleased Premises or the Building, or any portion thereof, to the extent that Sublessor receives insurance proceeds for loss of rental income attributable to the Subleased Premises, commencing on the date that the damage to or destruction of the Subleased Premises or Building has occurred.

(iv) Waiver. Sublessee shall have no claim against Sublessor for any damage suffered by Sublessee by reason of any such damage, destruction, repair or restoration. Sublessee waives the provisions of Civil Code Sections 1932(2) and 1933(4) and any present or future laws or case decisions to the same effect. Upon completion of such repair or restoration, Sublessee shall promptly refixture the Subleased Premises substantially to the condition they were in prior to the casualty and shall reopen for business if closed by the casualty.

j. Signs. Except as otherwise provided herein, 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, at Sublessee's sole cost and expense, Sublessee shall be entitled to standard suite and lobby signage. Additionally, the parties acknowledge that the rights to the Building top sign position are currently held by another subtenant of Sublessor. If such subtenant's rights expire or terminate, Sublessee shall have a right of first refusal to such Building top sign position to the extent such signage continues to be otherwise available under the Declaration and applicable zoning, municipal, county and safety

laws, ordinances and regulations. Sublessor shall send notice to Sublessee if and when such signage rights become available. Sublessee has the right, within fifteen (15) business days following receipt of Sublessor's notice to elect by written notice to acquire such signage rights and to promptly erect a building sign in such Building top sign position. If Sublessee fails to deliver written notice of its election to exercise such signage rights within such fifteen (15) business day period or fails to promptly thereafter erect a building sign in accordance with this Sublease, Sublessor may grant such signage rights to another party. Notwithstanding anything to the contrary contained herein, prior to erecting any such building sign, Sublessor and, to the extent required under the Lease, Master Lessor, shall have approved the plans for such signage and Sublessor shall have, at its sole cost and expense, obtained all required governmental permits and approvals for such signage. Such signage shall comply with the Declaration applicable zoning, municipal, county and safety laws, ordinances and regulations. Sublessee shall, at its sole cost and expense, remove such building sign and repair damage to the Subleased Premises and/or Building occasioned thereby at the expiration or early termination of the term of this Sublease. Such building signage rights shall be superior to all other building signage rights granted to Sublessee or any of its affiliates ("Affiliates"), including, without limitation, the building signage rights granted to Sublessee pursuant to that certain Sublease dated March 7, 2011. If Sublessee elects to acquire such signage rights, then any and all other building signage rights granted to Sublessee or its Affiliates for the Building shall automatically expire and terminate and Sublessee shall, at its sole cost, cause such signage to be removed and repair any damage occasioned thereby.

k. Other Provisions.

(i) The provisions of paragraph 30 of the Lease are hereby incorporated by reference in this Sublease, except that all references to the "Landlord" therein shall be deemed references to Master Lessor.

(ii) The provisions of paragraph 15 of the Lease is hereby incorporated by reference in this Sublease, except that all references to the "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, all references to the "Lease" therein shall be deemed references to this Sublease and any thirty (30) day period referred to therein is hereby amended to be a twenty (20) day period.

(iii) The provisions of paragraphs 16, 19, 25, 26, 29, and 35 of the Lease are hereby incorporated by reference in this Sublease, except that all references to the "Landlord" therein shall be deemed references to both Sublessor and Master Lessor 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 herein, all references to the "Lease" therein shall be deemed references to this Sublease the ten (10) business day period in paragraph 25 is hereby amended to be the first thirty (30) day period in paragraph 19(b) is hereby amended to be a forty (40) day period, the second thirty (30) day period in paragraph 19(b) and the first thirty (30) day period in 19(c) is hereby amended to be a twenty (20) day period, the fifteen (15) day period in paragraphs 25 and 26 is hereby amended to be a ten (10) day period and references to "Landlord" in paragraphs 16, 19(b), 19(d), 19(e)(ii) and 35 and in the first sentence of paragraph 25 shall be deemed to refer to both Sublessor and Master Lessor.

(iv) Paragraph 33 of the Lease is hereby incorporated by reference in this Sublease, except that all references to the "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, all references to the "Lease" therein shall be deemed references to this Sublease and acts or omissions of Master Lessor shall constitute force majeure events as to Sublessor's performance.

(v) Notwithstanding anything to the contrary contained herein, a default by the sublessee under that certain Sublease dated March 7, 2011 between Sublessor and Sublessee shall be deemed a default by Sublessee hereunder.

l. Assignment. 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 shall not be unreasonably withheld, conditioned or delayed, but which shall be subject to the terms and conditions set forth in paragraph 24(c) through (f), (h) and (i) of the Lease, except that all references therein to "Landlord" 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, all references to the "Lease" therein shall be deemed references to this Sublease, the thirty (30) day period in paragraph 24(c) is hereby amended to be a forty five (45) day period and the fifteen (15) day period in paragraph 24(d) is hereby amended to be a thirty (30) day period. Any subletting or assignment by Sublessee shall not release Sublessee of its primary obligation under this Sublease. If the sublease is for 2,500 square feet or more, any profits as a result of a sublease or assignment shall be shared equally by Sublessor and Sublessee, after Sublessee's reasonable subleasing expenses have been satisfied, which shall be limited to marketing expenses, tenant improvements, remodeling costs, subleasing commissions and actual verifiable legal fees directly related to the subleasing or assignment of the space. If the sublease is for less than 2,500 square feet, Sublessee shall be entitled to retain any profits.

m. Notices. The first and last sentences of paragraph 9 of the Lease are hereby incorporated herein by reference. Notice to Sublessee shall be deemed sufficient if delivered to Sublessee at the Subleased Premises or to the address set forth below Sublessee's signature block. Notice to Sublessor shall be delivered to Sublessor at the address set forth below Sublessor's signature block.

n. Parking. Paragraph 32 of the Lease (other than the first sentence of subparagraph (a) thereof, which shall have no application to this Sublease) 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 (i) forty-eight (48) unreserved parking spaces for the period commencing on the Sublease Commencement Date and ending twenty-four months thereafter (the "Parking Adjustment Date"); and (ii) seventy-six (76) unreserved parking spaces for the period commencing on the Parking Adjustment Date and ending on the Expiration Date, subject to the remaining provisions of this Sublease; provided that Sublessee shall pay to Sublessor as additional rent at the same time when Monthly Base Rent is due Twenty Dollars (\$20.00) per stall per month for such unreserved spaces.. 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 current monthly parking rates which is currently \$65 per month for unreserved spaces and \$120 per month for reserved spaces.

o. Brokers. Except for Lee & Associates, as the Sublessor's broker, and Citivest Commercial, Inc. (Jim Donnell), as Sublessee's broker (the "Brokers"), Sublessor and Sublessee each represents and warrants to the other that it has not had any dealings with any realtors, brokers or agents in connection with the negotiation of this Sublease. Sublessor and Sublessee do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any broker, finder or other similar party by reason of any dealings or actions of the indemnifying party, including any costs, expenses, attorneys' fees reasonable incurred with respect thereto, other than the Brokers. The Brokers shall be paid pursuant to their separate agreement. The terms of this Section 4.o shall survive the expiration or earlier termination of this Sublease.

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

q. Furniture. [INTENTIONALLY OMITTED.]

r. 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.

s. 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.

[t. Surrender Option. Provided Sublessee is not then in default hereunder, Sublessee shall have the right to surrender the Subleased Premises Space at any time after the date that is thirty-sixth (36th) month after the Sublease Commencement Date (the "Surrender Date") by written notice to Sublessor given at least one hundred fifty (150) days prior to the Surrender Date. If Sublessee elects to surrender the Expansion Space, Sublessee shall pay to Sublessor on or before the Surrender Date the unamortized amount of any abated Monthly Base Rent and abated parking fees (i.e., the difference between the current monthly parking rate and the amount paid by Sublessee to Sublessor for such parking spaces) and the unamortized amount of any Tenant Improvements and brokerage commissions paid by Sublessor in connection with this Sublease (all amortized on a straight-line basis based on the Monthly Base Rent payable for the Subleased Premises over the Term) (the "Surrender Fee"). If such surrender right is validly exercised, then Sublessee shall vacate and surrender the Subleased Premises to Sublessor on the Surrender Date broom-clean and in the condition required by the Sublease for surrender of the Premises at the expiration or earlier termination of the Term.

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 at the place and on the date specified immediately below to their respective signatures below.

CITIVEST, INC.

By: Dave Hansen

Title: President

"Sublessee"

Executed at Newport Beach
on December 5, 2011

Address for Notices: The Subleased Premises

CONEXANT SYSTEMS, INC.

By: Casey Williams

Title: Chief Financial Officer

"Sublessor"

Executed at Newport Beach, CA
On Dec. 6, 2011

Address for Notices: 4000 MacArthur Blvd.
Newport Beach, CA 92660
Attn: Manager, Facilities
cc: Legal Department

SUBLEASE

This Sublease, dated, for identification purposes only, March 7, 2011 is made by and between CONEXANT SYSTEMS, INC., a Delaware corporation ("Sublessor"), and CITIVEST, INC., a California Corporation ("Sublessee").

1. Parties; 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 8,346 Rentable Square Feet, consisting of a portion of the Premises (as defined in the Lease) located in the building ("Building") commonly known as 4340 Von Karman, Suite 100, Newport Beach, California 92660, which Sublessee acknowledges is owned by PRES-4340 Von Karman L.P., a California limited partnership ("Master Lessor"), which premises are more particularly depicted on Exhibit A hereto ("Subleased Premises").

2. Term. The term (the "Term") of this Sublease shall commence on the date on which Sublessor tenders the Subleased Premises to Sublessee with Sublessor's Work (as defined in subparagraph 4(e)(i) below) substantially completed ("Sublease Commencement Date"), and shall end on December 15, 2016 ("Expiration Date"), unless sooner terminated pursuant to any provision hereof. The Sublease Commencement Date is currently estimated to be on or before April 1, 2011. Sublessee shall be entitled to enter the Subleased Premises ten (10) days prior to the Sublease Commencement Date solely for purposes of Sublessee's installation of its furnishings, including Sublessee's telecommunications and computer cabling (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. This Sublease shall remain valid even if Sublessor's Work is not completed by April 1, 2011. Sublessee has no options to extend the Term hereof beyond the Expiration Date.

3. Incorporation of Certain Terms of Master Lease; Definitions. Sublessee acknowledges that Sublessor is in possession of the Subleased Premises pursuant to the terms of that certain Office Building Lease Single Tenant-Triple Net dated as of December, 2001, by and between LNR Von Karman, LLC, a California limited liability company, which was assigned to Master Lessor on March 17, 2005 and Sublessor, a copy of which is attached hereto as Exhibit B ("Lease"). This Sublease shall be upon all of the terms and conditions set forth in paragraphs 1(c), (d)(Except the last sentence thereof), (e), (l) and (p), 2(a) and (b), 5 (except for the references in subparagraph (a) thereof to Paragraph 4(a)(ii) of the Lease, the last sentence of subparagraph 5(a) and the reference to an absolute bondable, triple net lease in subparagraph 5(d)), 6(a), 8(a) through (c) (except that, with respect to subparagraph 8(a), the phrase "use or uses set forth in subparagraph 1(m)" is amended to read "Permitted Use"), 11, 12(b)-(d), 16, 18(a), (b) and (d)(other than the reference to subparagraph 18(c) in subparagraph 18(d)), 22, 28, 31 and 36 through 39(a) through (g) and (i) through (k), the last two sentences of paragraph 1, the last sentence of paragraph 3, and Exhibits "A-1," "A-II" and "D" thereto, 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 herein and all references to the "Lease" therein shall be deemed references to this Sublease. The terms of such paragraphs of the Lease, modified in accordance with the preceding sentence, are by this reference incorporated herein as if set forth in full herein. Initially capitalized terms used in this Sublease and not otherwise defined herein shall have the meanings assigned thereto in the Lease.

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, including a termination of the Lease by mutual agreement of Master Lessor and Sublessor (provided that Sublessor shall give Sublessee not less than ninety (90) days prior notice of any termination pursuant to a mutual agreement with Master Lessor and Sublessor shall reimburse Sublessee for its relocation costs up to an amount equal to two (2) times the Monthly Base Rent due hereunder immediately prior to the effective date of termination), and Sublessor shall not be liable to Sublessee for any loss or

damage resulting therefrom.

b. Rent.

(i) Sublessee shall pay to Sublessor "Monthly Base Rent" for the Subleased Premises, in the following amounts, in advance without demand, on the first day of each month of the Term hereof, subject to earlier termination as provided herein or therein, and without any abatement, set off or deduction whatsoever:

<u>Month</u>	<u>Rate per Rentable Foot Per Month</u>	<u>Monthly Base Rent</u>
Months 1 – 15	\$1.25	\$10,432.50
Months 16-24	\$1.30	\$10,849.80
Months 25-36	\$1.35	\$11,267.10
Months 37-48	\$1.40	\$11,684.40
Months 49-60	\$1.45	\$12,101.70
Months 61-69	\$1.50	\$12,519.00

(ii) Notwithstanding clause (i) above, Sublessor hereby conditionally excuses Sublessee from the payment of the Monthly Base Rent for the first (1st) through third (3rd) month of the Term; provided that Sublessee shall pay all other charges due to Sublessor under this Sublease from and after the Effective Date and provided further that Sublessee shall not be in default in its obligations under this Sublease. Should Sublessee at any time during the term of this Sublease be in default hereunder and not cure such default within any applicable cure period provided herein, then Sublessee shall not be conditionally excused and shall be required to pay any Monthly Base Rent thereafter becoming due on the applicable due date and the total sum of any Monthly Base Rent so conditionally excused prior to such default shall become immediately due and payable by Sublessee to Sublessor. If at the Expiration Date, Sublessee has not so defaulted, Sublessor shall waive any payment of all such Monthly Base Rent so conditionally excused.

(iii) Rent for the fourth (4th) month of the Term shall be paid to Sublessor currently with Sublessee's execution of this Sublease. Rent for any month in the Term which is not a full calendar month shall be prorated based on the number of days in such month. Rent shall be payable in lawful money of the United States to Sublessor at the address stated herein or to such other persons or such other places as Sublessor may designate in writing. If any payment of rent is paid by Sublessee to Sublessor by check, and the check, when tendered for payment to the bank upon which it is drawn, is refused, Sublessor shall thereafter have the right to require Sublessee to pay all future installments of rent due hereunder by cashiers check or wire transfer.

(iv) In addition to Monthly Base Rent, Sublessee shall be responsible to pay the Sublessee's Percentage of Operating Expenses. As used herein, "Sublessee's Percentage" means eleven and eighty-nine one-hundredths percent (12.9%) of the Operating Expenses payable from time to time as additional rent by Sublessor to Master Lessor pursuant to paragraph 6 of the Lease. Sublessee's Percentage is calculated by dividing the Rentable Square Footage of the Subleased Premises by 64,849 Rentable Square Feet. "Real property taxes" (as defined in the Lease) shall be included in Operating Expenses for purposes of this Sublease. The provisions of paragraph 6 of the Lease are hereby incorporated herein by reference, except that (i) Sublessee shall pay Sublessee's Percentage of Operating Expenses in excess of the base year of 2011 which shall be grossed-up to an amount equivalent to the amount that would have been expended if the Building was 95% occupied, (ii) if the Building is less than 95% occupied after the base year, all references to Operating Expenses after the base year shall be grossed-up to reflect an amount equivalent to the amount

that would have been expended if the Building was 95% occupied, (iii) all references to "Landlord" therein shall be deemed references to Sublessor herein, (iii) all references to "Tenant" therein shall be deemed references to Sublessee herein, (iv) all references to the "Lease" therein shall be deemed references to this Sublease; and (v) all references to "Development Operating Expenses" therein shall be deemed references to Operating Expenses herein..

(v) Any holding over by Sublessee in the possession of the Subleased Premises, or any portion thereof, after the expiration or earlier termination of the Term, with or without the consent of Sublessor, shall be construed to be a tenancy from month to month at one hundred fifty percent (150%) of the Monthly Base Rent herein specified for the last month in the Term (prorated on a monthly basis) unless Sublessor shall specify a lesser amount for rent in its sole discretion, and shall otherwise be on the terms and conditions herein specified as far as applicable. Any holding over without Sublessor's consent shall constitute a default by Sublessee and shall entitle Sublessor to pursue all remedies provided in this Sublease and Sublessee shall be liable for any and all direct or consequential damages or losses of Sublessor resulting from Sublessee's holding over without Sublessor's consent.

c. Security Deposit. Upon execution of this Sublease, Sublessee shall deposit with Sublessor the sum of \$33,384 ("Security Deposit"), which shall be held by Sublessor as security for the performance by Sublessee of all terms, covenants and conditions of this Sublease. 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 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 initially deposited with Sublessor. Although the Security Deposit shall be deemed the property of Sublessor, if Sublessee is not in default at the expiration or termination of this Sublease, Sublessor shall return the Security Deposit to Sublessee. 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, 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. Notwithstanding the foregoing and provided there has been no default by Sublessee under this Sublease in the payment of rent prior to such date and provided Sublessee is not then in default under any other provision of this Sublease, \$10,432.50 of the Security Deposit shall be applied against Monthly Base Rent for the sixteenth (16th) month of the Term.

d. Permitted Use. For purposes of this Sublease, the term "Permitted Use" means general office use and for no other use without the express written consent of Sublessor, which consent Sublessor may withhold in its sole and absolute discretion.

e. Condition of Subleased Premises.

(i) Sublessor shall provide Sublessee with a Tenant Improvement Allowance (the "TI Allowance") in the amount of up to One Hundred Thousand Eight Dollars (\$102,656.00) to be applied to the cost of improvements to be constructed by Sublessor in the Subleased Premises described on **Exhibit C** attached hereto (the Sublessor's Work"), which may include, without limitation, costs of space planning, programming, design development drawings, pricing, drawings, construction drawings, electrical/mechanical/plumbing/engineering drawings, city permits, approval fees, construction administration and other construction costs. Sublessor's Work, together with any additional improvements to be installed by Sublessee in connection with Sublessee's initial occupancy of the Subleased Premises are referred to herein as the Subleased Premises Improvements. Sublessor and Sublessee agree to cooperate with one another so that the Subleased Premises Improvements are constructed and complete in accordance with the applicable provisions of the Lease. In that regard, and subject to Sublessee's timely and proper cooperation, Sublessor agrees to timely submit any materials and plans, and coordinate with Master Lessor in order to obtain any approvals, required under the Lease. With respect to any Subleased Premises Improvements that are not Sublessor's Work, Sublessee shall

be responsible for obtaining any approvals and paying for any cost in obtaining the same from any governmental entity having jurisdiction thereover and all other costs relating to the same.

(ii) All costs of construction of Sublessor's Work in excess of the TI Allowance shall be paid by Sublessee to Sublessor upon commencement of construction. If Sublessor determines that the cost of the Sublessor's Work will exceed the TI Allowance, Sublessor shall obtain Sublessee's written consent to such excess cost prior to commencing construction.

(iii) Sublessor shall not be liable to Sublessee for any delay in the substantial completion of Sublessor's Work, and in no event shall Sublessee have the right to terminate this Sublease as a result thereof. However, notwithstanding anything to the contrary herein, provided the Lease has been executed by Sublessee, and all the requirements of the Sublease have been fulfilled by Sublessee, Sublessor shall use diligent, good faith efforts to complete all the required work as defined as Sublessor's Work no later than April 1, 2011. If Sublessor is delayed in completing the Sublessor's Work due Sublessee's action or inaction (including, without limitation, Sublessee requesting materials, finishes or installations other than Sublessor's building standard for the same, Sublessee issuing change orders, Sublessee failing to submit its list of requested improvements by the required date or to approve other items submitted to Sublessee for approval or Sublessee interfering with Sublessor's Work or Sublessee failing to approve or pay for any excess costs under Subsection 4.e.(ii) above), the Sublease Commencement Date shall be accelerated by the number of days of such delay.

(iv) Sublessee acknowledges and agrees that, as of the Sublease Commencement Date, no alterations or improvements to the Subleased Premises other than the Sublessor's Work are required to be performed by Sublessor for the benefit of Sublessee in connection with this Sublease. Except for Sublessor's Work, 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.

(v) 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 as an additional insured and loss payee on Sublessee's policies with respect thereto.

f. Utilities. Sublessor agrees to make available to the Subleased Premises, during the Building's normal business hours of 8 a.m. to 6 p.m. Monday through Friday and 8 a.m. to 12 p.m. on Saturday (holidays excepted), which hours are subject to change from time to time as reasonably determined by Sublessor, such heat and air conditioning ("HVAC"), water and electricity, as may be required in Sublessor's judgment 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, 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 ("Additional Usage"), 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. Sublessee shall be charged a minimum use of two (2) hours per incident of Additional Usage. 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. 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, as determined by Sublessor. Sublessee shall not consume water or electric current in excess of that usually furnished or supplied for the use of the Subleased Premises (as determined by Sublessor), 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 in its sole discretion determines 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. Maintenance; Alterations.

(i) Except for special or non-standard systems and equipment installed for Sublessee's exclusive use, Sublessor shall keep in good condition and repair, at Sublessor's initial cost and expense (but subject to reimbursement by Sublessee as Operating Expenses of Sublessee's Proportionate Share of such costs and expenses), heating, ventilating and air conditioning systems which service the Subleased Premises as well as other premises within the Building and the foundations, exterior walls, structural condition of interior bearing walls and roof of the Subleased Premises and the Building. Janitorial services to the Subleased Premises shall initially be provided as described in **Exhibit D**, which specifications are subject to change from time to time in the reasonable discretion of Sublessor. Sublessor shall not be required to make any repairs that are the obligation of any other Sublessee or occupant within the Building or Development or repairs for damage caused by any negligent or intentional act or omission of Sublessee or any person claiming through or under Sublessee or any of Sublessee's employees, suppliers, shippers, customers or invitees, in which event Sublessee shall repair such damage at its sole cost and expense. Sublessee hereby waives and releases its right to make repairs at Sublessor's expense under any law, statute, ordinance, rules and regulations now or hereafter in effect in any jurisdiction in which the Development is located.

(ii) Sublessee shall, at its sole cost and expense, make all repairs and replacements as and when Sublessor deems reasonably necessary to preserve in good working order and condition the Subleased Premises and every part thereof, including without limitation, plumbing within the Subleased Premises, special or supplementary heating, ventilating and air conditioning systems located within the Subleased Premises and installed for the exclusive use of the Subleased Premises, Sublessee's cabling and telephone lines, electrical lighting facilities and equipment within the Subleased Premises and all other non-standard utility facilities and systems exclusively serving the Subleased Premises, and all trade fixtures, interior walls, interior surfaces of exterior walls, ceilings, windows, doors (including entry doors), cabinets, draperies, window coverings, carpeting and other floor coverings, plate glass and skylights located within the Subleased Premises. Sublessee shall not commit or permit any waste in or about the Subleased Premises, the

Building or the Development. Sublessee shall, at its sole cost and expense, make all repairs to the Subleased Premises, Building and Development which are required, in the reasonable opinion of Sublessor, as a result of any misuse, neglect, negligent or intentional act or omission committed or permitted by Sublessee or by any subsublessee, agent, employee, supplier, shipper, customer, invitee or servant of Sublessee. In the event that Sublessee fails to maintain the Subleased Premises, Building or Development in good and sanitary order, condition and repair as required by this Sublease, then, following written notification to Sublessee (except in the case of an emergency, in which case no prior notification shall be required), Sublessor shall have the right, but not the obligation, to enter the Subleased Premises and to do such acts and expend such funds at the expense of Sublessee as are required to place the Subleased Premises, Building and Development in good, safe and sanitary order, condition and repair. Any amount so expended by Sublessor shall be paid by Sublessee promptly upon demand as additional rent.

(iii) Except as otherwise provided in this Sublease, Sublessee shall, upon the expiration or earlier termination of the Term, surrender the Subleased Premises to Sublessor in the same condition as on the date Sublessee took possession, broom-clean, reasonable wear and tear excepted. All appurtenances, fixtures, improvements, additions and other property attached to or installed in the Subleased Premises whether by Sublessor or by or on behalf of Sublessee, and whether at Sublessor's expense or Sublessee's expense, shall be and remain the property of Sublessor unless Sublessor specifically agrees otherwise in writing. Any furnishings and personal property of Sublessee located in the Subleased Premises, whether the property of Sublessee or Subleased by Sublessee (including (1) the fixtures, improvements and other items agreed, in writing, by Sublessor to belong to the Sublessee as provided in the preceding sentence and (2) all data, telephone or other cabling or wiring installed by or on behalf of Sublessee in the Subleased Premises, including the plenum area above the ceiling of the Subleased Premises unless Sublessor elects to require Sublessee to leave such cabling or wiring in the Subleased Premises, which Sublessor shall have the right to do), shall be and remain the property of Sublessee and shall be removed by Sublessee at Sublessee's sole cost and expense at the expiration of the Term. Sublessee shall promptly repair any damage to the Subleased Premises or the Building resulting from such removal. Any of Sublessee's property not removed from the Subleased Premises prior to the expiration of the Term shall, at Sublessor's option, either become the property of Sublessor or may be removed by Sublessor and Sublessee shall pay to Sublessor the cost of such removal within ten (10) days after delivery of a bill therefor or Sublessor, at its option, may deduct such amount from the Security Deposit. Any damage to the Subleased Premises, including any structural damage, resulting from Sublessee's use or from the removal of Sublessee's fixtures, furnishings and equipment, shall be repaired by Sublessee at Sublessee's expense.

(iv) Subparagraphs 13(a) through (g) of the Lease are hereby incorporated in this Sublease by reference, except that all references to "Landlord" therein shall be deemed references to Sublessor herein (except that the word "Landlord" therein, where it first appears in the last sentences of subparagraphs (b) and (c) and where it appears in subparagraph (g) shall refer to both 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 herein, all references to the "Lease" therein shall be deemed references to this Sublease, the ten (10) day period in subparagraphs (b) and (c) is hereby amended to be a fifteen (15) day period and the ten (10) day period in subparagraph (g) is hereby amended to be a five (5) day period. Without derogating from Master Lessor's review and approval rights with respect to the Subleased Premises Improvements, references to the term "Alterations" as described in the provisions of the Lease incorporated herein by reference shall be deemed references only to those Alterations performed by or at the request of Sublessee and shall not include the Subleased Premises Improvements which constitute Sublessor's Work. At Sublessor's option, Sublessee shall, at its sole costs and expense, remove any Alterations at the expiration or earlier termination of this Sublease. Sublessee shall promptly repair any damage to the Subleased Premises or the Building resulting from such removal.

h. Obligations of Sublessor. Sublessee and Sublessor acknowledge and agree that Sublessor has no control over the services and other obligations to be provided by Master Lessor under the Lease and will have little control over the Subleased Premises after the Sublease Commencement Date; accordingly, it is the overriding intent of the parties hereto that, notwithstanding the incorporation of any terms of the Lease herein which may suggest otherwise or any other implications herein to the contrary, (i) Sublessor shall not be responsible for any of Master Lessor's obligations under the Lease or for the performance of any other obligations with respect to the Subleased Premises over which Sublessor otherwise does not have sole control, and (ii) except with respect to the payment of rent to Master

Lessor, Sublessee shall be responsible for fulfilling all of the obligations of Sublessor which reasonably relate to the Subleased Premises and the obligations of Sublessor to Master Lessor with respect thereto; provided, however, that following Sublessor's receipt of written notice from Sublessee detailing the respects in which Master Lessor has failed to honor its obligations under the Lease with respect to the Subleased Premises, Sublessor shall act as promptly as may be reasonable under the circumstances in notifying Master Lessor of such failure, and shall reasonably cooperate (provided such cooperation does not involve any material cost or expense to Sublessor) with Sublessee in attempting to have any such failure rectified by Master Lessor. In no event shall Sublessor be required to institute or threaten legal action or termination of the Lease in connection with any such failure, nor shall Sublessee have the right to terminate this Sublease in connection therewith. Sublessee hereby waives any cause of action and any right to bring any action against Sublessor by reason of any act or omission of Master Lessor.

Except as expressly set forth herein, Sublessor shall not be deemed to have made any warranty or representation, and shall not be required to furnish, supply or install anything, under any provision of the Lease. Sublessee shall not in any event have any rights in respect of the Subleased Premises greater than Sublessor's rights under the Lease, and notwithstanding any provision to the contrary in the Lease, as to obligations that pertain to the Subleased Premises and are contained in this Sublease by the incorporation by reference of the provisions of the Lease, Sublessor shall not be required to make any payment or perform any obligation, and Sublessor shall have no liability to Sublessee for any such matter whatsoever, except for, subject to Sublessee's compliance with the terms of this Sublease, Sublessor's obligation to pay the rent and additional rent due under the Lease and for Sublessor's obligation (as set forth above) to Sublessee in connection with any failure of Master Lessor to observe and/or perform Master Lessor's obligations under the Lease.

Sublessor shall not be responsible for any failure or interruption, for any reason whatsoever, of the services or facilities that may be appurtenant to or supplied at the Building by Master Lessor or otherwise, including, without limitation, heat, air conditioning, water, electricity, elevator service and cleaning service, if any; and no failure to furnish, or interruption of, any such services or facilities shall give rise to any liability on the part of Sublessor except to the extent caused by Sublessor's failure to pay the rent and additional rent due under Lease and/or Sublessor's obligation (as set forth above) to Sublessee in connection with any failure of Master Lessor to observe and/or perform Master Lessor's obligations under the Lease.

Despite anything in this Sublease which may imply the contrary, Sublessor shall remain solely responsible for any obligation under Lease which was to have been performed by Sublessor, or which relates to a period which is, prior to the Sublease Commencement Date, and Sublessee shall have no liability for the same, to the extent related to the Subleased Premises. Subject to Sublessee's performance of its obligations hereunder, including without limitation with respect to payment of rent, Sublessor shall continue to pay in a timely manner all rent and additional rent due under the Lease.

Without in any way limiting the generality of but subject to the foregoing paragraphs of this Section 4(h), paragraphs 2(c), 21 and 23 (except the last sentence of paragraph 23) of the Lease are hereby incorporated herein by this reference, except that all references to "Landlord" in paragraphs 21 and 23 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, all references to the "Lease" therein shall be deemed references to this Sublease and the thirty (30) day period in paragraph 23 is hereby amended to a forty (40) day period.

i. Damage and Destruction.

(i) Minor Insured Damage. In the event the Subleased Premises or the Building, or any portion thereof, is damaged or destroyed by any casualty that is covered by the insurance maintained by Sublessor pursuant to the Lease, then Sublessor shall rebuild, repair and restore the damaged portion thereof, provided that (a) the amount of insurance proceeds available to Sublessor equals or exceeds the cost of such rebuilding, restoration and repair, (b) such rebuilding, restoration and repair can be completed within one hundred eighty (180) days after the work commences in the opinion of a registered architect or engineer appointed by Sublessor, (c) the damage or destruction has occurred more than twelve (12) months before the expiration of the Term, (d) such rebuilding, restoration or repair is then permitted, under applicable governmental laws, rules and regulations, to be done in such a manner as to return the damaged portion thereof to substantially its condition immediately prior to the damage or destruction, including, without

limitation, the same net rentable floor area and (e) Sublessor does not have the right, or has the right but does not elect, to terminate the Lease pursuant to its terms. To the extent that insurance proceeds must be paid to Master Lessor or to a mortgagee or beneficiary under, or must be applied to reduce any indebtedness secured by, a mortgage or deed of trust encumbering the Subleased Premises or Building, such proceeds, for the purposes of this subsection, shall be deemed not available to Sublessor unless Master Lessor or such mortgagee or beneficiary permits Sublessor to use such proceeds for the rebuilding, restoration and repair of the damaged portion thereof. Notwithstanding the foregoing, Sublessor shall have no obligation to repair any damage to, or to replace any of, Sublessee's personal property, furnishings, trade fixtures, equipment or other such property or effects of Sublessee.

(ii) Major or Uninsured Damage. In the event the Subleased Premises or the Building, or any portion thereof, is damaged or destroyed by any casualty to the extent that Sublessor is not obligated, under clause (i) above, to rebuild, repair or restore the damaged portion thereof, then Sublessor shall, within sixty (60) days after such damage or destruction, notify Sublessee of its election, at its option, to either (a) rebuild, restore and repair the damaged portions thereof, in which case Sublessor's notice shall specify the time period within which Sublessor estimates such repairs or restoration can be completed or (b) terminate this Sublease effective as of the date the damage or destruction occurred. If Sublessor does not give Sublessee written notice within sixty (60) days after the damage or destruction occurs of its election to rebuild or restore and repair the damaged portions thereof, Sublessor shall be deemed to have elected to terminate this Sublease.

(iii) Abatement of Rent. There shall be an abatement of rent by reason of damage to or destruction of the Subleased Premises or the Building, or any portion thereof, to the extent that Sublessor receives insurance proceeds for loss of rental income attributable to the Subleased Premises, commencing on the date that the damage to or destruction of the Subleased Premises or Building has occurred.

(iv) Waiver. Sublessee shall have no claim against Sublessor for any damage suffered by Sublessee by reason of any such damage, destruction, repair or restoration. Sublessee waives the provisions of Civil Code Sections 1932(2) and 1933(4) and any present or future laws or case decisions to the same effect. Upon completion of such repair or restoration, Sublessee shall promptly refixture the Subleased Premises substantially to the condition they were in prior to the casualty and shall reopen for business if closed by the casualty.

j. 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, at Sublessee's sole cost and expense, but subject to Master Lessor's consent, compliance with the Declaration and receipt of all required governmental permits and approvals (which Sublessee shall obtain, at its sole cost and expense), Sublessee shall be entitled to (i) Building standard suite and lobby signage; and (ii) one (1) building sign on the Building, to the extent such signage is available under the Declaration and applicable zoning, municipal, county and state laws, ordinances and regulations (the "Building Sign"), provided that Sublessor shall have approved the plans for such signage and Sublessee shall, at its sole cost and expense, 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.

k. Other Provisions.

(i) The provisions of paragraph 30 of the Lease are hereby incorporated by reference in this Sublease, except that all references to the "Landlord" therein shall be deemed references to Master Lessor.

(ii) The provisions of paragraph 15 of the Lease is hereby incorporated by reference in this Sublease, except that all references to the "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, all references to the "Lease" therein shall be deemed references to this Sublease and any thirty (30) day period referred to therein is hereby amended to be a twenty (20) day

period.

(iii) The provisions of paragraphs 16, 19, 25, 26, 29, and 35 of the Lease are hereby incorporated by reference in this Sublease, except that all references to the "Landlord" therein shall be deemed references to both Sublessor and Master Lessor 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 herein, all references to the "Lease" therein shall be deemed references to this Sublease the ten (10) business day period in paragraph 25 is hereby amended to be the first thirty (30) day period in paragraph 19(b) is hereby amended to be a forty (40) day period, the second thirty (30) day period in paragraph 19(b) and the first thirty (30) day period in 19(c) is hereby amended to be a twenty (20) day period, the fifteen (15) day period in paragraphs 25 and 26 is hereby amended to be a ten (10) day period and references to "Landlord" in paragraphs 16, 19(b), 19(d), 19(e)(ii) and 35 and in the first sentence of paragraph 25 shall be deemed to refer to both Sublessor and Master Lessor.

(iv) Paragraph 33 of the Lease is hereby incorporated by reference in this Sublease, except that all references to the "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, all references to the "Lease" therein shall be deemed references to this Sublease and acts or omissions of Master Lessor shall constitute force majeure events as to Sublessor's performance.

l. Assignment. 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 shall not be unreasonably withheld, conditioned or delayed, but which shall be subject to the terms and conditions set forth in paragraph 24(c) through (f), (h) and (i) of the Lease, except that all references therein to "Landlord" 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, all references to the "Lease" therein shall be deemed references to this Sublease, the thirty (30) day period in paragraph 24(c) is hereby amended to be a forty five (45) day period and the fifteen (15) day period in paragraph 24(d) is hereby amended to be a thirty (30) day period. Any subletting or assignment by Sublessee shall not release Sublessee of its primary obligation under this Sublease. Notwithstanding the foregoing, upon thirty (30) days' prior written notice to Sublessor and subject to the terms and conditions set forth in paragraph 24(h) and (i) of the Lease, Sublessee shall have the one-time right to assign this Sublease to Citivest Commercial, LLC, provided that (i) the assignee assumes, in full, the obligations of Sublessee under this Sublease; (ii) Sublessee remains fully liable under this Sublease; and (iii) the use of the Subleased Premises permitted hereunder remains unchanged. Any profits as a result of a sublease or assignment shall belong to Sublessor, after Sublessee's reasonable subleasing expenses have been satisfied, which shall be limited to marketing expenses, tenant improvements, remodeling costs, subleasing commissions and actual verifiable legal fees directly related to the subleasing or assignment of the space.

m. Notices. The first and last sentences of paragraph 9 of the Lease are hereby incorporated herein by reference. Notice to Sublessee shall be deemed sufficient if delivered to Sublessee at the Subleased Premises or to the address set forth below Sublessee's signature block. Notice to Sublessor shall be delivered to Sublessor at the address set forth below Sublessor's signature block.

n. Parking. Paragraph 32 of the Lease (other than the first sentence of subparagraph (a) thereof, which shall have no application to this Sublease) 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 thirty-three (33) unreserved parking spaces, subject to the remaining provisions of this Sublease, provided Sublessee shall pay to Sublessor as additional rent Twenty Dollars (\$20.00) per stall per month for such unreserved spaces. 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 current monthly parking rates.

o. Brokers. Sublessor and Sublessee hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the transaction which is the subject of this Sublease, except Lee & Associates, as the Sublessor's broker, and James Donnell of Citivest, Inc., as Sublessee's broker (the "Brokers"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Sublease. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including without limitation reasonable attorney's fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent other than the Brokers. The Brokers shall be paid pursuant to their separate agreement. The terms of this Section 4.o shall survive the expiration or earlier termination of this Sublease.

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

q. 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.

r. Furniture. Sublessee shall have the right to use the furniture described in **Exhibit E** attached hereto (collectively the "Furniture") at no additional charge. The Furniture shall be and remain Sublessor's property. Sublessee hereby accepts the Furniture "**AS-IS**," "**WHERE-IS**" and Sublessor makes no representation or warranty of any kind regarding the Furniture. 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. Upon the expiration of the Term, Sublessee shall purchase the Furniture for the sum of One Dollar (\$1.00), and Sublessor shall execute and deliver a bill of sale to evidence such sale.

s. Right of First Offer of Expansion. Until six (6) months prior to the Expiration Date and subject to the terms and conditions of this Section 4.s., Sublessee has a right of first offer to sublease any space on the second (2nd) floor of the Building (the "Expansion Space"), if available for sublease. The Expansion Space will not be considered "available for sublease" if Sublessor and any other subtenant under any expiring sublease of such space desire to renew or extend that sublease under a properly exercised option that was granted to that subtenant before the date of this Sublease or if any subtenant of the premises under the Lease exercises an option, right of first offer, or similar right to sublease such space that was granted before the date of this Sublease. Sublessor will give Sublessee notice (the "ROFO Notice") of that availability and the terms and conditions on which Sublessor is willing to sublease the Expansion Space to Sublessee, which terms and conditions will be under the same terms and conditions of this Sublease then in effect for the Expansion Space for the remainder of the Term of this Sublease. The ROFO Notice shall state the actual or estimated availability date of the Expansion Space. The right to sublease the Expansion Space will apply only to the entire space described in the ROFO Notice. Subtenant has the right, within five (5) business days following receipt of the ROFO Notice, to elect, by notice to Sublessor, to sublease the Expansion Space on the terms and conditions contained in the ROFO Notice. If Sublessee provides timely notice of its election to sublease the Expansion Space, Sublessor and Sublessee will enter into an amendment of this Sublease within ten (10) business days after the delivery of such notice, documenting and incorporating into this Sublease the terms and conditions contained in the ROFO Notice. If Sublessee fails to deliver written notice of its election to Sublessor within such five (5)-business day period, then Sublessee will be deemed to have elected not to sublease the Expansion Space. If Sublessee elects not to sublease the Expansion Space (or is deemed to have elected not sublease the Expansion Space), then Sublessor shall be free to offer the Expansion Space or any part of it, and negotiate a sublease for it, on any terms and conditions with any other party, and Sublessee will have no further right of first offer with respect to the Expansion Space. The rights under this Section 4.s. are personal to Sublessee.

t. 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 at the place and on the date specified immediately below to their respective signatures below.

CITIVEST, INC.

By: *Dana Haynes*

Title: *President*

"Sublessee"

Executed at *Irvine, California*

on *March 7, 2011*

Address for Notices: The Subleased Premises

Attn: *Dana Haynes*

CONEXANT SYSTEMS, INC.

By: *J. L. Cannon*

Title: *MANAGER, FACILITIES & CORPORATE REAL ESTATE*

"Sublessor"

Executed at Newport Beach, CA

On *3/8/11*

Address for Notices: 4000 MacArthur Blvd.

Newport Beach, CA 92660

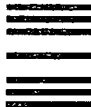
Attn: Manager, Facilities

cc: Legal Department



Commercial and Residential Real Estate

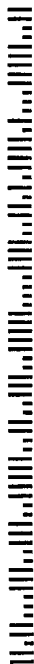
Citinvest, Inc.
4340 Von Karman Ave., Ste. 110
Newport Beach, CA 92660



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FROM 92660
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Citinvest Inc
Attn: Dana Haynes
4340 Von Karman Ave. Ste 110
Newport Beach CA 92660-1201



From: (949) 474-0440
 Debbie Elwood
 CITIVEST
 4340 VON KARMAN
 SUITE 110
 NEWPORT BEACH, CA 92660

Origin ID: TWHHA



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Ship Date: 06MAY13
 ActWgt: 0.5 LB
 CAD: 102776237/MNET3370

Delivery Address Bar Code



Ref # OP / Dana
 Invoice #
 PO #
 Dept #

SHIP TO: (949) 474-0440 X 100 BILL SENDER
Conexant Systems Inc. Claims Proces
BMC Group, Inc
18675 Lake Drive East

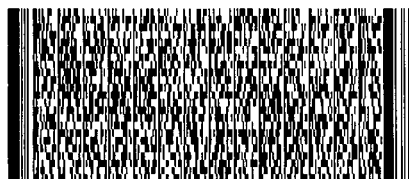
CHANHASSEN, MN 55317

TUE - 07 MAY 3:00P
 STANDARD OVERNIGHT

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