


UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE		PROOF OF CLAIM		Schedule G Contract			
Name of Debtor: Conexant Systems, Inc.			Case Number: 13-10367				
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).							
Name of Creditor (the person or other entity to whom the debtor owes money or property): American Healthcare Investors LLC							
Name and address where notices should be sent:  31951542008307 AMERICAN HEALTHCARE INVESTORS, LLC 4000 MACARTHUR, SUITE 200 NEWPORT BEACH, CA 92660			RECEIVED MAY 16 2013 BMC GROUP				
Creditor Telephone Number (949) 270 9200 email: mstreiff@ahinvestors.com			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				
Name and address where payment should be sent (if different from above): Same as 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. <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number (if known): _____ Filed on: _____				
Payment Telephone Number () _____ email: _____							
1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ <u>41,154.62</u> 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: (See instruction #2) <u>Security deposit under sublease at 4000 MacArthur Blvd.</u>							
3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: _____		3a. Debtor may have scheduled account as: _____ (See instruction #3a)		3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)			
4. SECURED CLAIM: (See instruction #4) Check the appropriate box if 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 (when case was filed) 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: \$ _____							
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. <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; padding: 5px;"> 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). </td> <td style="width: 50%; vertical-align: top; padding: 5px;"> 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). </td> </tr> </table>						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).	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).
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* 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.							
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) _____							

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"). *Leave enclosed*
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.
(See Bankruptcy Rule 3004.)

☐ I am a guarantor, surety, indorser, or other codebtor.
(See Bankruptcy Rule 3005.)

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: Mathieu Straiff

Title: Principal

Company: American Healthcare Investors LLC

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

(Signature) 

(Date) 5/10/13

Telephone number: _____

email: _____

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.

X See page 3 for Security Deposit

WEST TOWER SUBLEASE

This West Tower Sublease ("Sublease"), dated, for identification purposes only, November 7, 2011 ("Effective Date"), is made by and between CONEXANT SYSTEMS, INC., a Delaware corporation ("Sublessor"), and AMERICAN HEALTHCARE INVESTORS, LLC, a Delaware limited liability corporation ("Sublessee").

1. Subleased 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 11,353 rentable square feet consisting of a portion of the second (2nd) floor of the West Tower of the Property (as such term, and all other initially capitalized terms used in this Sublease and not defined herein, are defined in the Master Lease described in Paragraph 3 below) commonly known as 4000 MacArthur Blvd., Suite 200, Newport Beach, California 92660 which premises are more particularly depicted on **Exhibit A** hereto ("Subleased Premises").

2. Term.

a. Commencement Date/Option. The term of this Sublease ("Term") shall commence on the later of January 1, 2012 or the date Sublessor tenders the Subleased Premises to Sublessee with Sublessor's Work (as defined in subparagraph 4(g)(iii) below) substantially completed ("Sublease Commencement Date"), and shall end on January 31, 2014 ("Expiration Date") unless sooner terminated pursuant to any provision hereof or extended pursuant to Section 2.b. below. Sublessee shall be entitled to enter the Subleased Premises up to sixty (60) days prior to the Sublease Commencement Date solely for purposes of Sublessee's installation of its furnishings and telecommunications equipment (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 December 1, 2011.

b. Renewal Term. Provided that no Event of Default exists hereunder either at the time the option is exercised or at the time the "Additional Term" (as defined herein) would otherwise commence, Sublessee shall have one (1) option to extend the Term of this Sublease from February 1, 2014 through March 15, 2015 ("Additional Term") by delivery to Sublessor of written notice given, if at all, at least one hundred twenty (120) days prior to the expiration of the Term. In the event that Sublessee is entitled to and timely and properly exercises the foregoing option, the Term shall be extended by the Additional Term, Monthly Base Rent shall be as set forth in Section 4.b. below, and Sublessee's occupancy of the Subleased Premises shall otherwise be on all of the terms and conditions applicable to the initial Term hereof, except that there shall be no further options to extend the Term hereof. If Sublessee is not entitled to, or fails to timely or properly, exercise the foregoing option, or the option thereafter lapses because, at the time the Additional Term would commence, Sublessee is in default under this Sublease, the option shall lapse and thereafter not be exercisable. The option granted herein is personal to Sublessee.

3. Incorporation of Terms of Master Lease. Sublessee acknowledges that Sublessor is in possession of the Subleased Premises pursuant to the terms of the West Tower Lease dated March 24, 2005 ("Lease") by and between IDF/KBS 4000 MacArthur, LLC, a Delaware limited liability company ("Master Lessor"), as landlord, and Sublessor, as tenant, which has been subsequently assigned to 4000 MacArthur LLP, a copy of which is attached hereto as **Exhibit B**. This Sublease shall be upon all of the terms and conditions set forth in Sections 4.6, 5.2, 7.1, 7.5, 8.2, 8.4, 9.1, 9.2, 9.4, 9.5, 10.3, 11.4, 11.6, 11.7, 13.2

through 13.4, 14.3 (other than the first sentence thereof), 15.2 through 15.4, 19.1 through 19.10 and 19.13 through 19.17, Article 17, the second sentence of Section 4.1, except that all references to "Landlord" therein shall be deemed references to Sublessor herein, all references to "Tenant" therein shall be deemed references to Sublessee herein, all references to the "Commencement Date" therein shall be deemed references to the Sublease Commencement Date herein, all references to the "Premises" therein shall be deemed references to the Subleased Premises, all references to the "Lease" therein shall be deemed references to this Sublease, any references to the "Renewal Term" and/or "New Lease Renewal Term" shall have no application to this Sublease and Sublessor's address for payments pursuant to Section 4.5 thereof shall be determined as set forth in Paragraph 4(s) below. The terms of such Sections of the Master Lease, modified in accordance with the preceding sentence, are by this reference incorporated herein as if set forth in full herein.

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 pursuant to its terms, unless extended for the Renewal Term pursuant to Paragraph 2 above.

b. Monthly Base Rental.

(i) Subject to Section 4.b.(ii) below, the Monthly Base Rent payable under this Sublease shall be as set forth in the table below and shall be paid by Sublessee to Sublessor in immediately available funds on the first day of each month; provided, however, concurrently with its execution and delivery of this Sublease to Sublessor, Sublessee shall pay to Sublessor the amount of \$16,461.85, to be applied by Sublessor to Monthly Base Rent for the thirty (30) day period following the Free Rent Period (as defined below).

<u>Month</u>	<u>Rate per Rentable Foot Per Month</u>	<u>Monthly Base Rent</u>
12/1/11 – 1/31/14	\$1.45	\$16,461.85
2/1/14 – 3/15/15*	\$1.45	\$16,461.85

*Provided Sublessee validly exercises the option for the Additional Term in accordance with Section 2.b. above.

(ii) Notwithstanding clause (i) above, Sublessor hereby conditionally excuses Sublessee from (a) the payment of one hundred percent (100%) of the Monthly Base Rent for the first sixty (60) days of the Term (the "Free Rent Period") 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) In no event and under no circumstances shall Sublessee be entitled to offset any amount owed or claimed to be owed by Sublessor to Sublessee against Monthly Base Rent or Additional Rent payable to Sublessor under this Sublease.

(iv) all amounts required to be paid by Sublessee to Sublessor under this Sublease that are in addition to the Monthly Base Rent shall be considered "Additional Rent" hereunder.

c. Security Deposit. Concurrently with Sublessee's execution of this Sublease, Sublessee shall deliver to Sublessor, as an inducement for Sublessor to enter into this Sublease and as security for the performance by Sublessee of all terms, covenants and conditions of this Sublease, a security deposit in the amount of Forty-One Thousand One Hundred Fifty-Four and 62/100 Dollars (\$41,154.62), which shall be in the form of cash. 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. Notwithstanding the foregoing, Sublessee shall have the right to apply up to Twenty-Three Thousand Dollars (\$23,000.00) toward the payment of the last two months Monthly Base Rent. If Sublessee defaults with respect to any provision of this Sublease (following notice and an opportunity to cure in accordance with the terms 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 unused Security Deposit to Sublessee within thirty (30) days of the date of such expiration or termination. 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. Parking. So long as this Sublease is in effect and provided Sublessee is not in default hereunder (after being provided notice and an opportunity to cure in accordance with the terms of this Sublease), Sublessee shall be entitled to use fifty-seven (57) unreserved parking spaces, subject to the remaining provisions of this Sublease, at no charge. If additional parking is required, Sublessee may arrange for additional parking spaces through Sublessor, and only if spaces are available, Sublessee shall pay for additional parking at the then quoted monthly parking rates. Sublessor shall use reasonable efforts to arrange for additional parking spaces but is not obligated to provide such parking at the time of the request or thereafter. Such parking spaces shall be within the Development Common Areas. Sublessee's use shall be subject to the terms and provisions of the Declaration and the Parking Guidelines adopted for use of parking within the Development Common Areas from time to time, and Sublessee agrees to comply with such terms and conditions. Sublessor may, at its sole option, reduce Sublessee's number of parking space immediately upon providing notice to Sublessee if required to maintain compliance with the Declaration or the Lease; provided, however, any such reduction shall be made on a non-discriminatory basis among all of Sublessor's subtenants in the West Tower; and provided further that in no event shall Sublessee's number of parking spaces be reduced to less than forty-five (45)..

e. Operating Expenses. This Sublease is full service gross. Consequently, Sublessee shall not be responsible for the payment of any Property Management Fees, Development Operating Expenses, Building Operating Costs or Taxes (as such terms are defined in the Master Lease) or any other costs, fees and or expenses set forth in the Master Lease or utility costs, except as otherwise provided herein; provided, however, if Sublessor is charged any additional sums under the Master Lease due to Sublessee's breach of its obligations hereunder (where such breach continues beyond applicable notice and cure periods) or due to Sublessee's negligence or willful misconduct, such sums shall be deemed Additional Rent hereunder and Sublessee shall pay such sums to Sublessor upon demand.

f. Access and Utilities.

(i) Sublessee shall have access to the Subleased Premises and the Common Areas twenty-four (24) hours a day, seven (7) days a week, 365 days a year (the "Access Hours"). Sublessor agrees to make available to the Subleased Premises, at no additional charge except as otherwise provided herein, (i) water and electricity during the Access Hours; and (ii) heat and air conditioning ("HVAC") during the West Tower's normal business hours of 8 a.m. to 6 p.m. Monday through Friday and 8 a.m. to noon on Saturday (holidays excepted), which hours are subject to change from time to time as reasonably determined by Sublessor. The foregoing utilities shall be provided as such levels as may be required for the comfortable use and occupation of the Subleased Premises for general office purposes and at a level which is usual and customary in similar office buildings in the area where the West Tower is located, all of which shall be subject to the Rules of the West Tower (a copy of which is attached as **Exhibit D**) as well as any governmental requirements or standards relating to, among other things, energy conservation. If the Subleased Premises is designed for individual Sublessee operation of the HVAC, Sublessee agrees to pay the actual cost of operating the HVAC at any time other than the schedule of hours for providing the same set forth above. If the Subleased Premises is not designed for individual Sublessee operation of the HVAC, the cost for overtime operation 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, the cost of which is currently \$90 per hour with a two-hour minimum, which cost may be reasonably adjusted as determined by Sublessor from time to time. Additionally, Sublessor shall provide, at no cost to Sublessee, the following: (i) janitorial services five (5) days per week (holidays excluded), in and about the Subleased Premises and window washing services in a manner consistent with comparable first class buildings in the Newport Beach, California area; (ii) nonexclusive automatic passenger elevator service at all times during the Access Hours, subject to emergencies, force majeure delays as described in Section 19.15 of the Master Lease ("Force Majeure Delays") and shutdowns for maintenance and repairs; and (iii) nonexclusive freight elevator service subject to scheduling by Sublessor and emergencies, Force Majeure Delays and shutdowns for maintenance and repairs. Following notice from Sublessee, Sublessor shall replace lamps, starters and ballasts for Building standard lighting fixtures within the Subleased Premises. Sublessor shall not be in breach of its obligations under this Paragraph 4(f) unless Sublessor fails to provide the utilities and services which it is obligated to provide hereunder and such failure persists for an unreasonable time after written notice of a need for such utilities and/or service repairs or maintenance is given to Sublessor by Sublessee. Subject to Section 4(f)(ii) below, Sublessor shall not be liable for and Sublessee shall not be entitled to terminate this Sublease or 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. Subject to Section 4(f)(ii) below, Sublessor shall not be liable under any circumstances for loss or injury to property or business, however occurring, through or in connection with or incidental to Sublessor's failure to furnish any of said service or utilities, except to the extent caused by Sublessor's gross negligence or

willful misconduct. Sublessee shall not, without the written consent of Sublessor, use any apparatus or device in the Subleased Premises, including, without limitation, electronic data processing machines, punch card machines or machines using in excess of one hundred twenty (120) volts or which consumes more electricity than is usually furnished or supplied for the Permitted Use. Sublessee shall not consume water or electric current in excess of that usually furnished or supplied for the Permitted Use, without first procuring the written consent of Sublessor, which Sublessor may refuse in its reasonable discretion. After reasonable notice to Sublessee and a thirty (30) day opportunity to cure, 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 as 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 West Tower 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 West Tower 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.

(ii) It is understood and agreed that the terms of this Paragraph 4(f)(ii) shall not apply to any event of casualty or condemnation, which events are covered by the terms of Articles 9 and 12 of the Master Lease or any Force Majeure Delays. The terms of this Paragraph 4(f)(ii) shall govern if an Abatement Event (defined below) occurs. In the event that Sublessee is prevented from using, and does not use, the Subleased Premises or any material portion thereof, for three (3) consecutive business days following receipt of written notice by Sublessor from Sublessee (the "Eligibility Period") as a result of (i) Sublessor's failure to provide to the Subleased Premises any of the utilities and services required to be provided pursuant to Paragraph 4(f)(i) above, or (ii) any failure by Sublessor to perform any repairs or maintenance required to be performed by Sublessor under this Sublease, within a reasonable time after Sublessor has received notice from Sublessee of the need for such repairs, but in no event longer than five (5) business days (or such longer period of time as is reasonably required for such repair work if Sublessor diligently commences such repair work within such five (5) business day period and thereafter diligently prosecutes same to completion) (each, an "Abatement Event"), then Sublessee's obligation to pay Monthly Base Rent shall be abated from and after the first (1st) day following the Eligibility Period and continuing until such time that Sublessee (by reason of the continuance an Abatement Event) continues to be so prevented from using, and does not use, the Subleased Premises or a portion thereof, in the proportion that the rentable square feet of the portion of the Subleased Premises that Sublessee is prevented from using, and does not use, bears to the total rentable square feet of the Subleased Premises. Notwithstanding anything to the contrary set forth herein, Sublessee agrees to exercise commercially reasonable efforts to reduce or eliminate the effect of any event or circumstance which may constitute an Abatement Event, and agrees to cooperate with Sublessor's efforts to remedy any such problem, at Sublessor's sole cost and expense. In no event shall Sublessee be entitled to any abatement of Monthly Base Rent if the Abatement Event is caused by Sublessee or their respective employees, contractors, sublessees, invitees or agents.

g. Use; Compliance with Laws; Condition of Subleased Premises.

(i) For purposes of this Sublease, the term "Permitted Use" means general office and for no other use without the express written consent of Sublessor, which consent Sublessor may withhold in its sole and absolute discretion. The provisions of Section 7.4 of the Master Lease are hereby incorporated by reference herein as if set forth in full herein, except that all references to "Landlord" therein shall be deemed references to Sublessor herein, all references to "Tenant" therein shall be deemed references to Sublessee herein, all references to the "Premises" therein shall be deemed references to the Subleased Premises, all references to the "Lease" therein shall be deemed references to this Sublease and Sublessor shall not be responsible to pay Sublessee for any "Unrelated Alterations," the cost of which is payable by Master Lessor under the Master Lease, unless and until Master Lessor pays such amounts to Sublessor.

(ii) Subject to clause (iii) below, 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 West Tower or the Development for the conduct of Sublessee's business.

(iii) Prior to the Sublease Commencement Date, Sublessor shall construct the following building standard improvements in the Subleased Premises ("Sublessor's Work"): (i) demolish walls, divide three (3) walls, add a furniture wall and re-carpet/re-paint damaged areas caused by such work; (ii) touch-up paint and steam clean carpet throughout the Subleased Premises; (iii) create a new double door entry off of the elevator lobby (includes two (2) new entry doors and relocate reception desk); and (iv) assemble 30 plug and play workstations (20 of which are 6' x 6' and ten of which are 4' x 8') and which shall include electrical whips to all workstations; provided that Sublessee shall be responsible, at its sole costs, for running all telephone/data cabling to all workstations. Notwithstanding anything to the contrary contained in the foregoing, (i) if any violation of applicable building codes and regulations and applicable statutes, laws, rules, regulations or ordinances ("Applicable Laws") applicable to the Subleased Premises exists as of the Sublease Commencement Date (unless caused by Sublessee, any alterations made to the Subleased Premises by Sublessee or the particular use of the Subleased Premises by Sublessee (as opposed to general office use)), Sublessor shall be responsible for correcting such violations at its sole cost and expense; and (ii) Sublessor shall deliver the Subleased Premises to Sublessee on the Sublease Commencement Date in a clean condition. In addition, unless otherwise included in Sublessor's Work and included as part of the Subleased Premises, Sublessor shall provide Sublessee, at no additional cost, with use of the second-floor communications and information technology network closet to house certain of Sublessee's information technology lines and information technology hardware. Sublessee shall also be allowed to connect such lines from the second-floor network closet to the "Main Point of Entrance" or "MPOE" for the West Tower. Sublessee's representatives shall have key access to the second-floor network closet. Sublessee's representatives shall not have key access to the MPOE unless accompanied by Sublessor's IT representative. Sublessor agrees that an IT representative will be available to accompany Sublessee's representatives to the MPOE during normal business hours upon at least one (1) business day prior notice from Sublessee. Sublessor's Work shall be performed in accordance with the space plan attached hereto as Schedule "1" ("Sublessor's Work"). 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 unless substantial completion is not achieved on or before February 1, 2012, subject to Force Majeure Delays and delays caused by Sublessee. 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 December 1, 2011.

h. Maintenance of Premises. Subject to Sublessor's repair and restoration obligations in this Section 4.h. and in Article 12 of the Lease, Sublessee shall, at its cost and expense, keep the Subleased Premises in good and sanitary condition and repair at all times during the Term, normal wear and tear excepted. All damage, injury or breakage to any part or portion of the Subleased Premises, and all damage, injury or breakage to any portion of the Building caused by the willful or negligent act or omission of Sublessee or its agents, employees, contractors, licensees, directors, officers, partners, trustees, visitors or invitees shall be promptly repaired or replaced by Sublessee at its cost and expense, excluding, however, any damage caused by a fire (which shall be governed by Article 12 of the Master Lease). Subject to Article 12 of the Lease, Sublessor shall, at its sole cost and expense, repair and maintain in good condition and repair (or cause Master Lessor to repair and maintain in good condition and repair) the following items: (i) the structural components of the Building and Subleased Premises, including, without limitation, the footings, foundation, vertical and horizontal structural steel, floor slabs, columns and lateral supports of the Building and Subleased Premises; (ii) the roof of the Building, including, without limitation, the roof membrane and the HVAC equipment currently located thereon, (iii) all exterior walls and exterior glass of the Building; (iv) the fire stairwells within the Building; (v) all Common Areas of the Building located inside the Building (including, without limitation, the lobby of the Building), as well as all Common Areas appurtenant to the West Tower outside of the Building and serving the Building, including, without limitation, the landscaping, the parking facilities, all driveways and sidewalks of the Project and all utility lines leading from the property line of the land upon which the Building is located to the Building exterior (but only to the extent such utility lines are not the responsibility of the local utility to maintain); (vi) the elevators of the Building; (vii) the common restrooms of the Building (including the restrooms on the second (2nd) floor); and (viii) the basic plumbing, heating, ventilating, air conditioning, electrical, temporary sprinkler and fire detection/alarm systems originally installed or furnished by Sublessor or Master Lessor as part of the Building's base, shell and core, including the existing electrical power panels and circuit breakers located in the electrical closets on each floor of the Subleased Premises (including, without limitation, the distribution of such systems to and within the Subleased Premises previously installed or constructed as part of Sublessor's Work or subsequently installed or constructed by or for Sublessee). Sublessor shall not be in breach of its obligations under this Paragraph 4(h) unless Sublessor fails to make any repairs or perform maintenance which it is obligated to perform hereunder and such failure persists for an unreasonable time after written notice of a need for such repairs or maintenance is given to Sublessor by Sublessee but in no event longer than five (5) business days (or such longer period of time as is reasonably required for such repair work if Sublessor diligently commences such repair work within such five (5) business day period and thereafter diligently prosecutes same to completion); provided that in no event shall Sublessor have any liability for such failure if and to the extent caused by the negligence or willful misconduct of Sublessee, normal wear and tear excepted. Sublessor shall not be liable for and Sublessee shall not be entitled to any abatement or reduction of rent (except as provided in Section 4(f)(ii) above) 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. Except to the extent caused by Sublessor's gross negligence or willful misconduct, Sublessor shall not be liable under any circumstances for loss or injury to property or business, however occurring, due to Sublessor's failure to maintain, repair and/or replace as required by this Paragraph 4(h). Sublessee's obligations at the end of the term with respect to surrender of the Subleased Premises pursuant to Section 19.16 of the Master Lease as modified pursuant to Paragraph 3 above shall include the obligations to remove from the Subleased Premises all of Sublessee's furniture, fixtures and equipment located therein (excluding building systems such as electrical gear and HVAC equipment), and to repair all damage caused by such removal.

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

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

k. Assignment and Subletting. Sublessee shall have no right to assign, hypothecate, encumber or otherwise transfer this Sublease, or to sublease, transfer or permit the occupancy by any third party of the Subleased Premises (in each case, a "Transfer"), without the written consent of Sublessor, which consent shall not be unreasonably withheld and the references in the Master Lease to the "Pre-approved Subleases" shall have no application to this Sublease. Notwithstanding anything to the contrary contained in the foregoing, Sublessor agrees that Sublessee may, without Sublessor's consent, but upon prior written notice to Sublessor, assign this Sublease or sublease all or any portion of the Subleased Premises to any of the following persons or entities ("Transferee"): (i) a transferee which is the resulting entity of a merger or consolidation of Sublessee with another entity, (ii) any entity which is controlled by, controls or is under common control with, Sublessee, or (iii) a transferee to which all or substantially all of Sublessee's assets are transferred provided that (a) Sublessee supplies Sublessor with any documents or information reasonably requested by Sublessor regarding such transfer or transferee; (b) such assignment or sublease is not a subterfuge by Sublessee to avoid its obligations under this Sublease; and (c) such Transferee's net worth is greater than or equal to Sublessee's net worth as of the Effective Date and the use of the Subleased Premises shall not change. In addition, Sublessee may, with Landlord's prior written consent, not to be unreasonably withheld or delayed, sublease up to fifty percent (50%) of the Subleased Premises to any company or entity that serves as the "dealer-manager" or "co-advisor" for any non-traded real estate investment trust or other investment fund advised or co-advised by Sublessee.

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

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

n. Damage. The provisions of Sections 12.1 and 12.2 of the Master Lease are hereby incorporated by reference herein as if set forth in full herein, except that all references to "Landlord" therein shall be deemed references to Sublessor herein, all references to the "Premises" therein shall be deemed references to the Subleased Premises, all references to the "Lease" therein shall be deemed references to this Sublease, the thirty (30) day period in the third sentence of Section 12.1 is hereby amended to a twenty (20) day period where Sublessee is the exercising party and a forty (40) day period where Sublessor is the exercising party, the thirty (30) day period in clauses (a) and (b) of Section 12.2 is hereby amended to a forty (40) day period, the fifteen (15) day period in such clause (b) is hereby amended to a five (5) day period and the thirty (30) day period in the penultimate sentence of Section 12.2 is hereby amended to a twenty (20) day period.

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

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

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

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

(iii) Whenever the consent of Master Lessor is required under the Master Lease, Sublessor agrees to use its reasonable, good faith efforts to obtain, at Sublessee's sole cost and

expense, that consent on behalf of Sublessee. Whenever Master Lessor fails to perform its obligations under the Master Lease, Sublessor agrees to use its reasonable, good faith efforts to cause Master Lessor to perform such obligations on behalf of both Sublessor and Sublessee.

(iv) Sublessor agrees not to modify the Master Lease in a manner that materially adversely affects Sublessee's rights under this Sublease. Sublessee and Sublessor will each refrain from any act or omission that would result in the failure or breach of any of the covenants, provisions, or conditions of the Master Lease on the part of the Tenant under the Master Lease. Sublessor agrees to timely perform all of its obligations under the Master Lease, including, without limitation, the payment of all rent thereunder. Sublessor agrees that it shall not voluntarily terminate the Master Lease prior to the expiration of the initial term set forth therein.

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

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

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

t. Brokers. Except for Lee & Associates (the "Broker") which represents both Sublessor and Sublessee, each party represents and warrants that it has not been represented by any broker in connection with the transaction which is the subject of this Sublease, and hereby agrees to indemnify, hold harmless and defend the other from the claims of any broker claiming under or through such indemnifying party other than the Broker. Sublessor shall pay all fees owing to Broker in connection with this Sublease. Sublessor shall pay Broker a sublease commission of six percent (6%) in the event Sublessee extends the Term in accordance with Section 2(b) of this Sublease.

u. Signs. Sublessee shall not place any signs upon the Subleased Premises or Property without Sublessor's prior written consent, which shall not be unreasonably withheld or delayed. Sublessee shall remove any such signage and repair damage to the Subleased Premises and/or any surface to which the same may be attached occasioned thereby at the expiration or early termination of the Term hereof, and subject also to Master Lessor's consent, if required under the Master Lease. Notwithstanding the foregoing, Sublessee shall be entitled to suite and lobby board directory signage to be installed at Sublessor's sole expense.

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

w. Furniture. Sublessee shall have the right to use the furniture described in Exhibit C attached hereto at no additional cost to Sublessee (collectively the "Furniture"). Any and all Furniture shall be and remain Sublessor's property. Sublessee shall maintain the Furniture in good condition and repair, reasonable wear and tear excepted, not remove any of the Furniture from the Subleased Premises and insure and be liable for any damage to the Furniture. Upon the expiration of the Term or earlier termination of this Sublease, all right, title and interest in and to the Furniture shall vest in Sublessor.

x. Representations and Warranties of Sublessor. Sublessor hereby represents and warrants to Sublessee that (i) the lease attached hereto as Exhibit B is a true and complete copy of the Lease, and the Lease has not been further amended or modified and the Lease is in full force and effect, (ii) to Sublessor's actual knowledge, neither Sublessor nor Master Lessor is in default beyond applicable cure periods under the Master Lease and (iii) the execution of this Sublease does not require Master Lessor consent that has not been obtained.

y. Relocation. Sublessor may, at its election and subject to Sublessee's approval, not to be unreasonably withheld, relocate Sublessee to other substantially comparable space in the Development upon not less than thirty (30) days prior written notice to Sublessee. Sublessor shall be responsible for the out-of-pocket costs of moving Sublessee to the new space, including, without limitation, moving costs, letterhead replacement, comparable tenant improvements, cost of mailing change of address notices and computer and telephone wiring.

z. Sublessee's Right of First Offer of Expansion. Subject to the terms and conditions of this Section 4.z., Sublessee has a right of first offer to sublease any space on the second (2nd) floor of the West Tower (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 Master Lease Premises exercises an option, right of first offer, or similar right to sublease such space that 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 the then-prevailing market terms and conditions for the Expansion Space, as reasonably determined by Sublessor (the "Offer Terms"). 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 seven (7) 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 deliver 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 seven (7)-business day period, then Sublessee will be deemed to have elected not to lease the Expansion Space at the Offer Terms. If Sublessee elects not to lease the Expansion Space (or is deemed to have elected not lease 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 terms and conditions substantially similar to the Offer Terms with any other party, and Sublessee will have no further right of first offer with respect to the Expansion Space. In the event the Expansion Space is subsequently offered for sublease upon terms and conditions that are different from the prior Offer Terms, Sublessor shall re-issue a ROFO Notice to Sublessee containing such revised terms and conditions and Sublessee shall have the same rights afforded to it with respect to such revised ROFO Notice as set forth in this paragraph. The rights under this Section 4.z. are personal to Sublessee

aa. Limitation of Liability. Notwithstanding anything to the contrary contained herein Sublessor's liability under for any breach of this Sublease and Sublessee's recovery for any claim against Sublessor arising out of a breach of this Sublease shall be limited to the aggregate amount of Monthly Base Rent or Additional Rent payable by Sublessee hereunder; provided that such limitation shall not apply to the extent such claim arises out of Sublessor's gross negligence or willful misconduct. In no event shall Sublessor be liable to Sublessee for any indirect, special, punitive or consequential damages arising out of this Sublease.

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

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

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

AMERICAN HEALTHCARE INVESTORS, LLC, a
Delaware limited liability company

By: _____

Name: MATHEW STREIFF

Title: PRINCIPAL

"Sublessee"

Address: Subleased Premises

CONEXANT SYSTEMS, INC.

By: _____

Name: Carla M. Morris

Title: CFO

"Sublessor"

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

EXHIBIT A

SUBLEASED PREMISES

EXHIBIT B

MASTER LEASE

EXHIBIT C

FURNITURE

EXHIBIT D

RULES OF THE WEST TOWER

SCHEDULE "1"

SPACE PLAN FOR SUBLESSOR'S WORK








DEMOLITION GENERAL NOTES

18

DEMOLITION LEGEND

19

[illegible][illegible]


 CONTINUOUS WALL TO BE BUILT
 EXISTING CURB TO BE BUILT
 NEWLY EXISTING WALLING AND
 REPAIRS OVER CONSTRUCTION
 EXISTING CURB, ROAD AND
 SIDEWALKS, EXISTING SIDEWALK
 EXISTING SIDEWALK WITH CURB
 EXISTING DRIVE

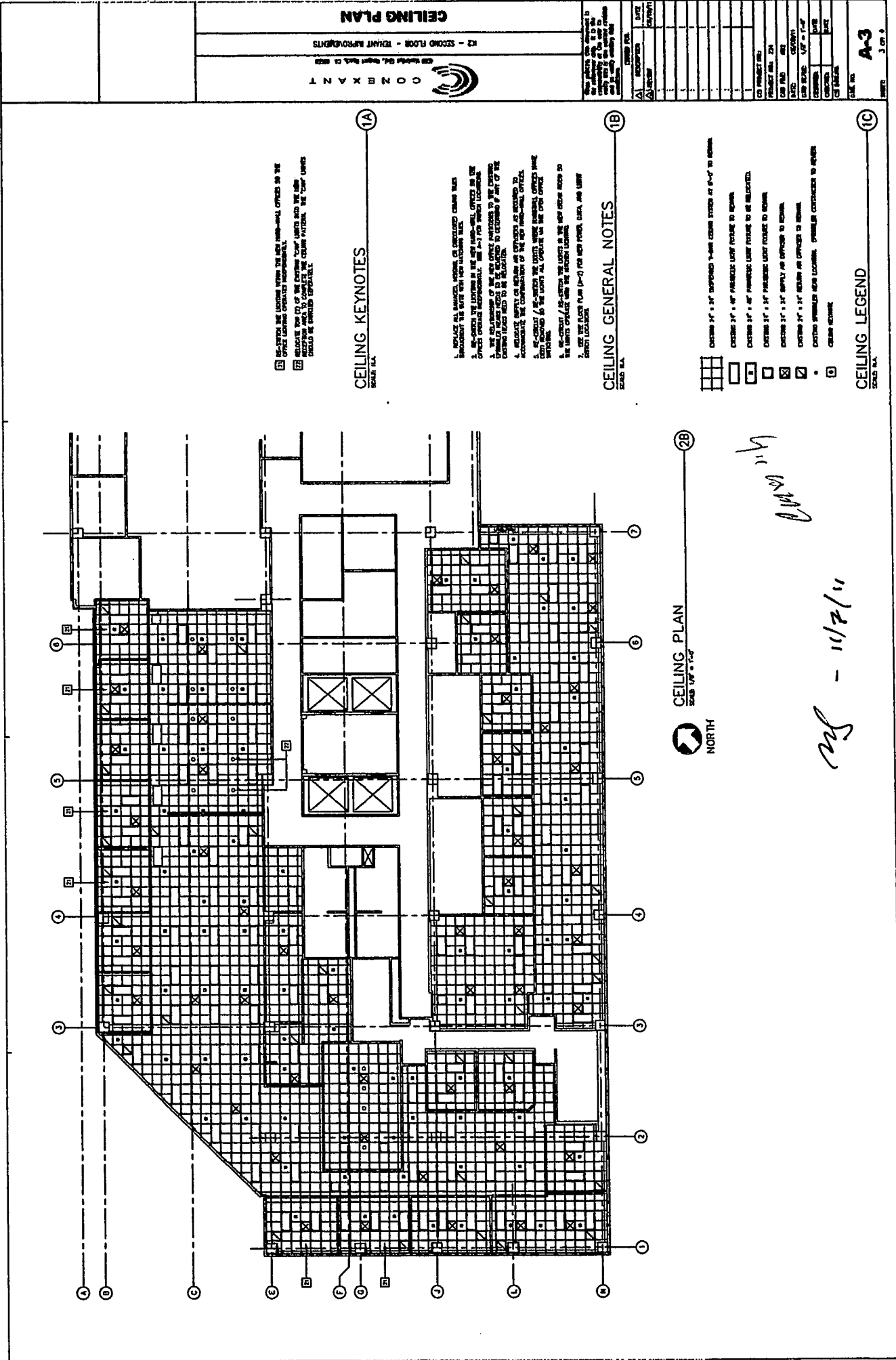
DEMOLITION PLAN

2ND - SECOND FLOOR - TENANT IMPROVEMENTS

4000 BROADWAY BLD., SUITE 200, CA 94020

CONEXANT

[illegible]



CEILING PLAN

2ND FLOOR - TYPICAL APPROXIMATE
CONEXANT

NO.	DESCRIPTION	DATE	BY
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100	REVISION		

- 1. RELOCATE THE LOCATIONS WITHIN THE NEW HALL-WAY OFFICES TO THE OFFICE LAYOUTS INDICATED INDEPENDENTLY.
- 2. RELOCATE THE (1) OF THE EXISTING "C" OFFICE LAYOUTS AND THE NEW "C" OFFICE LAYOUTS TO THE NEW HALL-WAY OFFICES. THE "C" OFFICE LAYOUTS SHOULD BE RELOCATED INDEPENDENTLY.

CEILING KEYNOTES

1. LOCATIONS OF EXISTING LUMINOUS CEILING LIGHTS ARE INDICATED BY THE SYMBOLS IN THE NEW HALL-WAY OFFICES. THE NEW HALL-WAY OFFICES ARE THE OFFICES INDICATED INDEPENDENTLY. THE NEW HALL-WAY OFFICES ARE THE OFFICES INDICATED INDEPENDENTLY.
2. THE RELATIONSHIP OF THE NEW OFFICE LAYOUTS TO THE EXISTING OFFICE LAYOUTS IS INDICATED BY THE SYMBOLS IN THE NEW HALL-WAY OFFICES. THE NEW HALL-WAY OFFICES ARE THE OFFICES INDICATED INDEPENDENTLY.
3. RELOCATE THE LOCATIONS WITHIN THE NEW HALL-WAY OFFICES TO THE OFFICE LAYOUTS INDICATED INDEPENDENTLY.
4. RELOCATE THE LOCATIONS WITHIN THE NEW HALL-WAY OFFICES TO THE OFFICE LAYOUTS INDICATED INDEPENDENTLY.
5. RELOCATE THE LOCATIONS WITHIN THE NEW HALL-WAY OFFICES TO THE OFFICE LAYOUTS INDICATED INDEPENDENTLY.
6. RELOCATE THE LOCATIONS WITHIN THE NEW HALL-WAY OFFICES TO THE OFFICE LAYOUTS INDICATED INDEPENDENTLY.
7. RELOCATE THE LOCATIONS WITHIN THE NEW HALL-WAY OFFICES TO THE OFFICE LAYOUTS INDICATED INDEPENDENTLY.
8. RELOCATE THE LOCATIONS WITHIN THE NEW HALL-WAY OFFICES TO THE OFFICE LAYOUTS INDICATED INDEPENDENTLY.
9. RELOCATE THE LOCATIONS WITHIN THE NEW HALL-WAY OFFICES TO THE OFFICE LAYOUTS INDICATED INDEPENDENTLY.
10. RELOCATE THE LOCATIONS WITHIN THE NEW HALL-WAY OFFICES TO THE OFFICE LAYOUTS INDICATED INDEPENDENTLY.

CEILING GENERAL NOTES

- 1. EXISTING 2' x 2' SUSPENDED T-SHAPED CEILING SYSTEMS AT 6'-0" TO REMAIN.
- 2. EXISTING 2' x 2' SUSPENDED T-SHAPED CEILING SYSTEMS AT 6'-0" TO REMAIN.
- 3. EXISTING 2' x 2' SUSPENDED T-SHAPED CEILING SYSTEMS AT 6'-0" TO REMAIN.
- 4. EXISTING 2' x 2' SUSPENDED T-SHAPED CEILING SYSTEMS AT 6'-0" TO REMAIN.
- 5. EXISTING 2' x 2' SUSPENDED T-SHAPED CEILING SYSTEMS AT 6'-0" TO REMAIN.
- 6. EXISTING 2' x 2' SUSPENDED T-SHAPED CEILING SYSTEMS AT 6'-0" TO REMAIN.
- 7. EXISTING 2' x 2' SUSPENDED T-SHAPED CEILING SYSTEMS AT 6'-0" TO REMAIN.
- 8. EXISTING 2' x 2' SUSPENDED T-SHAPED CEILING SYSTEMS AT 6'-0" TO REMAIN.
- 9. EXISTING 2' x 2' SUSPENDED T-SHAPED CEILING SYSTEMS AT 6'-0" TO REMAIN.
- 10. EXISTING 2' x 2' SUSPENDED T-SHAPED CEILING SYSTEMS AT 6'-0" TO REMAIN.

CEILING LEGEND

CEILING PLAN



SCALE 1/8" = 1'-0"

2B

Handwritten note: 11/2/11

Handwritten signature: [Signature]

CEILING LEGEND

SCALE 1/8" = 1'-0"

2C

11/2/11

[Signature]

UPS CampuSSHip: View/Print Label

1. Ensure there are no other shipping or tracking labels attached to your package. Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.

2. Fold the printed sheet containing the label at the line so that the entire shipping label is visible. Place the label on a single side of the package and cover it completely with clear plastic shipping tape. Do not cover any seams or closures on the package with the label. Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

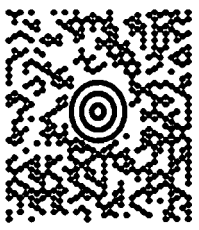

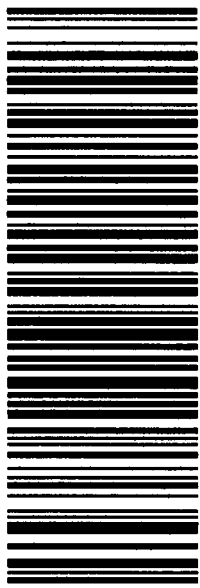
3. GETTING YOUR SHIPMENT TO UPS

UPS locations include the UPS Store®, UPS drop boxes, UPS customer centers, authorized retail outlets and UPS drivers. Schedule a same day or future day Pickup to have a UPS driver pickup all your CampuSSHip packages.

Hand the package to any UPS driver in your area. Take your package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampuSSHip and select UPS Locations.

Customers with a Daily Pickup
Your driver will pickup your shipment(s) as usual.

FOLD HERE

LETICIA AVILA 949-270-9225 AMERICAN HEALTHCARE INVESTORS 4000 MACARTHUR BLVD WEST TOWER NEWPORT BEACH CA 92660		0.0 LBS	LTR	1 OF 1
SHIP TO: ATTN: CONEXANT SYSTEMS, INC. CLAIMS 9492709225 BMC GROUP INC. 18675 LAKE DRIVE EAST CHANHASSEN MN 55317-9383				
				
RECEIVED MAY 16 2013 BMC GROUP		MN 559 9-03		
UPS NEXT DAY AIR 1				
TRACKING #: 1Z 543 3TT 01 9159 0769				
				
BILLING: P/P				
UPS CODE: 1000 Reference # 2: ahl				
CS 15.1.10. WNTZ1100 39.0A 04/2013 