

LEASE

1. PARTIES

This Lease is entered into as of _____ by and between _____ LLC, a CA Limited Liability Corp., Lessor and _____, Lessee.

2. PREMISES

Lessor leases to Lessee and Lessee hires from said Lessor office space in the premises of 13955 Stowe Drive, situated in the City of Poway, County of San Diego, State of California:

Suite Number(s): _____

3. TERM

3.1 Term. The term of this Lease shall be for a period commencing on _____, 2007 and ending on (one month later), unless sooner terminated pursuant to any provision hereof. The Lease will continue on a thirty (30) day, month-to-month tenancy subject to termination by either party via thirty (30) day written notice.

3.2 Delay in Commencement. Notwithstanding said commencement date, if for any reason Lessor cannot deliver possession of the Premises to Lessee on said date, Lessor shall not be subject to any liability therefore, nor shall such failure affect the validity of this Lease or the obligations of Lessee hereunder or extend the term hereof, but in such case Lessee shall not be obligated to pay rent until possession of the Premises is tendered to Lessee; provided, however, that if Lessor shall not have delivered possession of the Premises within ninety (90) days from said commencement date. Lessee may, at Lessee's option, by notice in writing to Lessor within ten (10) days thereafter, cancel this Lease. If this Lease is cancelled as herein provided, Lessor shall return any monies previously deposited by Lessee and the parties shall be discharged from all obligations hereunder.

3.3 Early Possession. In the event that Lessor shall permit Lessee to occupy the Premises prior to the commencement date of the term, such occupancy shall be subject to all of the provisions of this Lease. Said early possession shall not advance the termination date of this Lease.

4. RENT

Lessee shall pay to Lessor as rent for the Premises equal monthly installments of \$ _____, in advance, on the first day of each month of the term hereof. Lessee shall pay Lessor upon the execution hereof the sum of \$ _____ as rent. Rent for any period during the term hereof which is for less than one month shall be a pro rata portion of the monthly installment. Rent shall be payable without notice or demand and without any deduction, offset, or abatement in lawful money of the United States of America to Lessor at the address stated herein or to such other persons or at such other places as Lessor may designate in writing.

5. SECURITY DEPOSIT

Lessee shall deposit with Lessor upon execution hereof the sum of [one month's rent] as security for Lessee's faithful performance of Lessee's obligations hereunder. If Lessee fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Lessor may use, apply or retain all or any portion of said deposit for the payment of any rent or other charge in default or for the payment of any other sum to which Lessor may become obligated by all, or any portion, of said deposit, Lessee shall, within ten (10) days after written demand, deposit cash with Lessor in an amount sufficient to restore said deposit to the full amount hereinabove stated. Lessee's failure to do so shall be a breach of this Lease, and Lessor may, at his, or her, option, terminate this Lease. Lessor shall not be required to keep said

deposit separate from its general accounts. If Lessee performs all of Lessee's obligations hereunder, said deposit or so much thereof as had not theretofore been applied by Lessor shall be returned without payment of interest for its use, to Lessee, (or, at Lessor's option, to the last assignee, if any, of Lessee's interest hereunder) within ten (10) days after the expiration of the term hereof, or after Lessee has vacated the Premises, whichever is later.

6. USE

The Premises shall be used and occupied only for general offices and related office use. The entire building is a smoke-free facility.

7. INSPECTION OF PROPERTY

Lessee has inspected said property and has determined that it is suitable for Lessee's purposes.

8. SERVICES

Lessor shall provide the Premises inclusive of reasonable electrical and janitorial services. Janitorial Service will be provided once per week. The systems other than provided by this Lease will be provided "as is" with any Lessee-related reconfiguration at the expense of Lessee. Lessee will be responsible for any vendor or service charges related to additional services or changes in existing services that result from Lessee's requirement or use. Lessee's use of shared services will be limited to capacity of existing systems. Any additional capacity will be handled per case by case and per mutual agreement. Services will be "at will" of Lessor with reasonable notice not to be less than 30 days to Lessee in the event of service change or cancellation.

The following services will be provided:

- Internet access sharing: Existing service will be shared and included in the base rent.
- Phone system: Base phone system hardware and connections will be provided. Lessee shall be responsible for all costs associated with their independent phone service and calls. Lessee will be responsible for any phone installation fees for service and installation. Lessor will make available one phone system handset and one voicemail box per office. Where more connections are available, additional phone system handsets (which include one additional voicemail box per handset) can be rented for \$15 per month each. Additional line availability will require consent of Lessor.
- Security system: Each user/employee shall be given a 6-digit password and the necessary information and training to arm and disarm the security system. Management and coordination of the security system will be maintained by the Lessor.

9. PARTIAL USE OF LESSOR'S SPACE

Lessee can reasonably use the kitchen, restroom facilities, and common areas. Guaranteed conference room blocking is available at \$30 per hour, as available.

10. TENANT IMPROVEMENTS

Lessee will assume space "as is". Lessee shall be responsible for returning the Premises to the original configuration if required by Lessor.

11. PARKING

Lessee shall be granted its reasonable share of non-reserved, unassigned parking spaces.

Lessor:

Lessee:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

CONTACT INFORMATION FOR LESSEE:

Name: _____

Home Address: _____

City: _____ State: _____ ZIP: _____

Home/Cell Phone Number: _____

Emergency Name and Phone Number: _____