

The following agreement will become valid upon successful payment of the LeaseGuarantee contract.

Tenant Performance Contract

For valuable consideration, receipt of which is hereby acknowledged, United Indemnity Group, Inc., a California corporation (hereinafter "UIG"), hereby undertakes responsibility for Tenant(s)'s financial performance in accordance with the terms of his or her rental or lease Contract with Landlord ("Tenancy Agreement"), subject to the following terms and conditions:

UIG's Obligations.

Following a default by Tenant(s), and subject to the limitations set forth herein, UIG promises to pay to Landlord, or Landlord's successor in interest, all unpaid rent, damages, legal fees and costs owed by Tenant under the Tenancy Agreement in an amount determined by a court judgment in favor of Landlord ("Judgment"), up to a maximum of the LeaseGuarantee coverage amount selected. UIG shall have no liability to Landlord for losses that have not been adjudicated in a court action against Tenant or for any losses that are unrelated to the Tenancy Agreement.

Providing the time for appealing a judgment in favor of Landlord has expired, any payments due to Landlord, or Landlord's successor-in-interest, shall be made within thirty (30) days following the submission of a claim by Landlord, or Landlord's successor in interest together with the additional documents required under the terms of this Contract.

UIG's responsibility for Tenant's financial performance under the Tenancy Agreement shall be in effect for a period of one year, subject to renewal as hereinafter provided, based on UIG's underwriting guidelines applicable at the time of a requested renewal.

Renewals.

Upon payment of a non-refundable application fee in the amount of \$19.95 per tenant (subject to change) and cosigner, if applicable, to cover the cost of updating Tenant's file and the creation of an offer to renew the financial commitment made herein, Landlord or Tenant may apply in writing for a renewal of UIG's financial commitment not less than seven (7) days prior to the expiration of the current term agreed to by UIG.

An application for renewal of UIG's commitment must include: (i) Tenant's written consent for UIG to access his or her current credit profile for the sole purpose of determining whether to offer to renew its financial commitment; and (ii) Landlord's "affidavit of good standing" for Tenant, prepared and dated during the last 30 days of the current tenancy, attesting to the fact that all rents have been paid to date in a timely manner and there have been no changes in the Tenants under the Tenancy Agreement.

UIG's offer of a renewal commitment, and the fee for any such renewal that is offered, will be based on UIG's sole determinations concerning the current tenancy and Tenant's credit status.

Landlord's Obligations.

Landlord acknowledges and agrees that: (i) This Contract is limited to the financial performance of those Tenants residing at the Premises as described in the Tenancy Agreement; (ii)

Landlord's approval of the Tenancy Agreement and acceptance of Tenant(s) shall constitute confirmation of Landlord's understanding and agreement to the terms of this Contract; (iii) Landlord shall provide UIG with written notice of all changes in the Tenancy Agreement that are made during the term of this Contract and any renewal periods; (iv) within ten(10) days following service, Landlord, or its successor-in-interest shall also provide UIG copies of all preliminary notices served on Tenant(s) that are required for the filing of eviction proceedings against Tenant(s) and any other occupants of the Premises, including co-signors, if any; (v) any action filed by Landlord, or its successor-in-interest, on the Tenancy Agreement shall name as defendants all known occupants of the Premises during the period of the Tenancy Agreement, and shall seek to impose joint and several liability against said all responsible parties.

Landlord, or its successor-in-interest, shall be eligible to submit a claim seeking payment by UIG following the expiration of the time for Tenant(s) to appeal the Judgment, or upon written notification and verification that any appeal by Tenant(s) of the Judgment has been resolved in favor of Landlord, whichever first occurs.

Upon submittal of a claim, and as a condition of payment, Landlord, or its successor-in-interest, shall provide UIG with: (i) a complete copy of the Judgment; (ii) a complete, irrevocable, and unconditional assignment of the Judgment; (iii) complete copies of all original applications to rent or lease the Premises that were received from Tenant(s); and (iv) such other documents as are reasonably required in order to complete the assignment of the Judgment to UIG.

Upon payment by UIG to Landlord, or its successor-in-interest, UIG shall have all rights to enforcement and collection of the Judgment in addition to all post judgment costs and fees to which the judgment creditor is entitled, without any further obligation to Landlord or its successor-in-interest.

Tenant(s)' Obligations.

Tenant acknowledges and agrees: (i) Tenant's purchase of this Contract does not in any way, eliminate, reduce or minimize his / her obligations described in the Tenancy Agreement; (ii) the purchase of this Contract was agreed to by Landlord and Tenant(s) prior to entering into the Tenancy Agreement as a condition of Landlord's approval; (iii) a breach of the Tenancy Agreement, or this Contract, will subject Tenant(s) to collection efforts including, but not limited to, reporting delinquencies to the major credit bureaus, enforcement and execution of judgments, and any other collection rights and procedures that are legally available to a judgment creditor, and liability for the amount of any judgment obtained against Tenant together with additional recoverable interest, costs, and attorney fees; and (iv) that all Tenants listed on the Tenancy Agreement with Landlord are jointly and severally liable for all damages resulting from a breach of the Tenancy Agreement.

Limitation of Liability.

UIG's obligation for payment to Landlord, or its successor-in-interest, shall begin on the date that UIG receives payment for its financial commitment and shall continue for a period of twelve months from the Contract date, plus any extended periods for which UIG has received additional consideration for continuing its financial commitment. Any action filed by Landlord, or its successor-in-interest, against Tenant(s) for which indemnity pursuant to this Contract will be requested, must be filed during the term of the Contract. UIG's liability to Landlord, or its

successor-in-interest, shall be limited to: (i) an amount that is equal to the total amount of the Judgment, or the maximum amount provided for in UIG's financial commitment, whichever is less; and (ii) the Premises and Tenants described in the Tenancy Agreement and is not transferable to any other addresses, tenants, or property owners. UIG's liability is limited to judgments that are based on the Tenancy Agreement, and UIG shall have the right to request and receive written verification of the basis for the Judgment.

It is expressly understood and agreed by the parties hereto that: (i) this Contract is made between UIG and Landlord with regard to the Tenancy Agreement between Landlord and Tenant, and it is dependent upon Tenant's nonperformance under the Tenancy Agreement; (ii) UIG provides tools that are designed to help evaluate and screen prospective and renewing tenants; (iii) UIG products are offered only in conjunction with the tenant screening and/or renewal process; (iv) UIG products are intended to aid in the decision making process and are not an endorsement of the creditworthiness or character of a particular tenant; (v) UIG products may not be purchased separately; (vi) if this Contract is purchased through an affiliate of UIG, each of the representations, undertakings and Contracts herein made on the part of UIG are not representations, undertakings and Contracts by such affiliate, but are made and intended for the purpose of binding only UIG and under no circumstances shall the affiliate be responsible or liable for any loss or damage, including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from or relating to this Contract, or in connection with the use of this website; and (vii) a nonrefundable, non-transferable, and non-prorated one-time fee to secure this Contract has been paid to UIG.

Conditions Precedent.

UIG's obligation to make payment to Landlord, or Landlord's successor-in-interest, under this Contract is subject to the following conditions precedent: (i) UIG's receipt of the required fee for its financial commitment; (ii) Tenant(s)'s agreement to the terms of the Tenancy Agreement; (iii) Landlord's compliance with the terms and conditions of this Contract; (iv) the form of the Tenancy Agreement is the same form of document that Landlord requires from other tenants that are acceptable to Landlord without other measures to mitigate the risk of their non-performance; (iii) Landlord shall not cause or collude with anyone else to cause Tenant(s)'s default; (iv) Landlord has the legal capacity and is fully authorized to enter into the Tenancy Agreement; and (v) the individual acting on behalf of Landlord is authorized to do so.

Force Majeure.

UIG will not be liable for nonperformance of its obligations due to circumstances beyond its control, including, but not limited to, natural disaster, fire, earthquake, flood, riot, war, labor disputes, acts of God, terrorism and acts of public enemy.

Entire Contract.

This Contract sets forth the entire understanding between the parties on the subject matter hereof, and hereby supersedes any and all prior agreements between the parties with respect to the subject matter of this Contract, and there are no representations, warranties, covenants or agreements, express or implied, affecting this Contract that are not expressly set forth herein. The parties further acknowledge that they have read, understand, and agree with all of the terms and conditions set forth on and relating to use of the UIG website and/or the website of any affiliate of UIG.

Severability.

If any term or provision of this Contract, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect other provisions of this Contract or the applications thereof which can be given effect without the invalid provision or application, and to this end the parties hereto agree that the provisions of this Contract are and shall be severable.

Notices.

All notices required under this Contract must be in writing and must be sent by personal delivery, by United States registered or certified mail (postage prepaid), by an independent overnight courier service, or, if an email address has been provided by a party, then by email to the email address provided, or to such other addresses as a party may designate in writing. Notices delivered by courier are deemed delivered on the next business day after the day the party delivering the notice timely deposits the notice with the courier for overnight (next day) delivery. Notices given by email are deemed delivered upon actual receipt by the recipient. Any notice given by an attorney or agent acting on behalf of a party shall be effective as notice from such party.

Assignment and Successors.

Neither party may assign either their rights or duties under this Contract without the written consent of the other party. This Contract shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective parties and any person claiming, by, through or under any of the respective permitted successors or assigns.

Governing Law / Enforcement.

This Contract and the rights and obligations of the parties shall be governed by and construed in accordance with California law. In the event an action is brought to enforce performance of this Contract, venue shall be in Los Angeles County and the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in addition to such other damages and/or relief as may be awarded.