Fill in this information to identify the case:

Debtor Yardbird Group LLC

United States Bankruptcy Court for the: _____ District of Delaware (State)

Case number 26-11479

Modified Official Form 410
Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

   1600 Lenox, LLC

   Name of the current creditor (the person or entity to be paid for this claim)

   Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**

   ☑ No

   ☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

   Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
See summary page	
Contact phone (305) 755-9500	Contact phone _____
Contact email azelman@bergersingerman.com	Contact email _____
(see summary page for notice party information)	
Uniform claim identifier (if you use one):	
_____	

4. **Does this claim amend one already filed?**

   ☑ No

   ☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

   ☑ No

   ☐ Yes. Who made the earlier filing? _____

26114792611050000000000009

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**

☑ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ 1,029,001.43 . **Does this amount include interest or other charges?**

☐ No

☑ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Lease

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☐ No

☑ Yes. **Amount necessary to cure any default as of the date of the petition.** $ 200,912.25

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____

26114792611050000000000009

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check all that apply:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☑ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 11/05/2026
MM / DD / YYYY

/s/John Kunkel
Signature

Print the name of the person who is completing and signing this claim:

Name: John Kunkel
First name | Middle name | Last name

Title: Managing Member

Company: 1600 Lenox, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____

26114792611050000000000009

Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 506-4002 | International (781) 575-2094

Debtor:
26-11479 - Yardbird Group LLC
District:
District of Delaware

Creditor:
1600 Lenox, LLC
c/o Andrew Zelman, Esq./Berger Singerman LLP
1450 Brickell Avenue, Ste. 1900

Miami, FL, 33131
United States
Phone:
(305) 755-9500
Phone 2:

Fax:
(305) 714-4340
Email:
azelman@bergersingerman.com

Has Supporting Documentation:
Yes, supporting documentation successfully uploaded
Related Document Statement:

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Creditor

Disbursement/Notice Parties:
1600 Lenox, LLC

4040 NE 2nd Avenue

Miami, FL, 33137
United States
Phone:
786-360-2553
Phone 2:

Fax:

E-mail:
johnk@50eggsinc.com

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
Lease

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
1,029,001.43

Includes Interest or Charges:
Yes

Has Priority Claim:
No

Priority Under:

Has Secured Claim:
No
Amount of 503(b)(9):
No
Based on Lease:
Yes, 200,912.25
Subject to Right of Setoff:
No

Nature of Secured Amount:
Value of Property:
Annual Interest Rate:
Arrearage Amount:
Basis for Perfection:
Amount Unsecured:

Submitted By:
John Kunkel on 05-Nov-2026 1:03:34 p.m. Pacific Time
Title:
Managing Member
Company:
1600 Lenox, LLC

VN: 1EBC2E1A675AF5BEA381627F5E0062C0

Fill in this information to identify the case:

Debtor 1: Yardbird Group LLC

Debtor 2 (Spouse, if filing):

United States Bankruptcy Court for the: District of Delaware

Case number: 26-bk-11479

Official Form 410

Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

   1600 Lenox, LLC
   Name of the current creditor (the person or entity to be paid for this claim)

   Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

   ☑ No
   ☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

   Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
c/o Andrew Zelman, Esq./Berger Singerman	1600 Lenox, LLC
Name	Name
1450 Brickell Avenue, Ste. 1900	4040 NE 2nd Avenue
Number Street	Number Street
Miami FL 33131	Miami FL 33137
City State ZIP Code	City State ZIP Code
Contact phone (305) 755-9500	Contact phone 786-360-2553
Contact email azelman@bergersingerman.com	Contact email johnk@50eggsinc.com

Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**

   ☑ No
   ☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

   ☑ No
   ☐ Yes. Who made the earlier filing?

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
   - ☑ No
   - ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

7. **How much is the claim?** $ 1,029,001.43 . **Does this amount include interest or other charges?**
   - ☐ No
   - ☑ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
   Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
   Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
   Limit disclosing information that is entitled to privacy, such as health care information.
   Lease (attached hereto)

9. **Is all or part of the claim secured?**
   - ☑ No
   - ☐ Yes. The claim is secured by a lien on property.

   Nature of property:
   - ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
   - ☐ Motor vehicle
   - ☐ Other. Describe: _____

   Basis for perfection: _____
   Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

   Value of property: $_____
   Amount of the claim that is secured: $_____
   Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

   Amount necessary to cure any default as of the date of the petition: $_____

   Annual Interest Rate (when case was filed)_____%
   - ☐ Fixed
   - ☐ Variable

10. **Is this claim based on a lease?**
    - ☐ No
    - ☑ Yes. **Amount necessary to cure any default as of the date of the petition.** $ 200,912.25

11. **Is this claim subject to a right of setoff?**
    - ☑ No
    - ☐ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☑ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

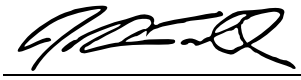
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date _____
MM / DD / YYYY



Signature

Print the name of the person who is completing and signing this claim:

Name: John Kunkel
First name Middle name Last name

Title: Managing Member

Company: 1600 Lenox, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 4040 NE 2nd Avenue
Number Street

Miami FL 33137
City State ZIP Code

Contact phone: 786-360-2553 Email: `johnk@50eggsinc.com

SUMMARY OF AMOUNTS OWED

- Tenant failed to pay rent for August 2026, consisting of $46,777.50 in Base Rent, $19,095.37 in additional rent, and $3,293.64 in late charges, totaling **$69,166.51**;

- Accelerated accrued rent for September 2026 and October 2026 including Base Rent of $46,777.50 x 2 = $93,555, plus Tenant's share of additional rent ($19,095.37 x 2 = $38,190.74); totaling **$131,745.74**; and

- Accelerated future Base Rent for the remainder of the Lease term (November 2026 through October 31, 2027): $49,116.42 x 11 = approximately $589,397.04 in Base Rent alone, plus Tenant's Share (59.65%) of Operating Expenses and Real Property Taxes ($19,095.37 x 2 = $38,190.74 plus $20,050.14 x 10 = $238,692.14), subject to a present value discount under Section 13.2(b) of the Lease; totaling **$828.089.18**;

The total demand is $1,029,001.43.

AMENDED AND RESTATED LEASE AGREEMENT

1. Basic Lease Provisions.

1.1 Parties: This Amended and Restated Lease (the "Lease") is made and entered into as of the 19 day of October, 2017 (the "Effective Date") by and between **1600 LENOX, LLC**, a Florida limited liability company ("Landlord"), and **SOUTHERN OPERATIONS, LLC**, a Florida limited liability company ("Tenant") and is guaranteed by **YARDBIRD GROUP LLC**, a Delaware limited liability company (the "Guarantor") in accordance with the Guaranty of Lease attached as Schedule 1 hereto and made a part hereof. This Lease completely amends, restates and replaces that certain Lease between the parties dated April 14, 2011, as amended (the "Prior Lease").

1.2 Premises: 1600 Lenox Avenue, Miami Beach, Florida as shown in Exhibit "A" attached hereto (the "Premises"). Landlord represents that the Premises consists of the same demised area as the premises defined the Prior Lease.

1.3 Rentable Square Footage of the Premises: Deemed to be 4,050 square feet regardless of actual measurement.

1.4 Building Address: 1600 Lenox Avenue, Miami Beach, FL 33139

1.5 Permitted Use: Yardbird Southern Table Restaurant or a restaurant whose primary business is a full-service, sit-down offering alcohol specializing in upscale chef-driven Southern cuisine originating from traditional Cajun, Louisiana creole, Floribbean, Appalachian Mountain and Carolina Low Country cuisines, which shall contain not more than the maximum seating permitted by law and, in conjunction with the operation of such restaurant, the operation of a full-service bar serving alcoholic and non-alcoholic beverages for on-premises consumption.

1.6 Term: From the Commencement Date until October 31, 2027.

1.7 Commencement Date: Same as Effective Date.

1.8 Base Rent: The monthly Base Rent payable by Tenant under this Lease (net of all sales taxes) shall be as follows:

Period	Annual Base Rent	Monthly Base Rent
Effective Date – 10/31/17	$534,600.00 (prorated)	$44,550.00
11/1/17-10/31/18	$534,600.00	$44,550.00
11/1/18-10/31/19	$534,600.00	$44,550.00
11/1/19-10/31/20	$534,600.00	$44,550.00
11/1/20-10/31/21	$534,600.00	$44,550.00
11/1/21-10/31/22	$561,330.00	$46,777.50
11/1/22-10/31/23	$561,330.00	$46,777.50
11/1/23-10/31/24	$561,330.00	$46,777.50
11/1/24-10/31/25	$561,330.00	$46,777.50

11/1/25-10/31/26	$561,330.00	$46,777.50
11/1/26-10/31/27	$589,397.00	$49,116.42

1.9 Security Deposit: $89,100.00.

1.10 Tenant's Share: Tenant's Share of the Complex is 59.65%.

1.11 Real Estate Brokers:

Landlord: None

Tenant: None

1.12 Attachments to Lease: Exhibit A - "Sketch of Premises", Exhibit B - "Rules and Regulations, Schedule 1 – "Guaranty of Lease".

1.13 Addresses for Notices:

Landlord:
1600 LENOX, LLC
7350 Biscayne Boulevard,
Miami, FL 33138
Attention: John Kunkel
Email: johnk@50eggsinc.com

with a copy to:
MANN & WOLF, LLP
100 NE Third Avenue, Suite 780
Ft. Lauderdale, FL 33301
Attention: Andrew L. Mann, Esq.
Email: andrew@mannwolf.com

Tenant:
SOUTHERN OPERATIONS, LLC
7350 Biscayne Boulevard,
Miami, FL 33138
Attention: John Kunkel
Email: johnk@50eggsinc.com

with a copy to:
MANN & WOLF, LLP
100 NE Third Avenue, Suite 780
Ft. Lauderdale, FL 33301
Attention: Andrew L. Mann, Esq.
Email: andrew@mannwolf.com

Guarantor:
YARDBIRD GROUP LLC
c/o TriSpan LLP
747 Third Avenue, 22nd Floor
New York, NY 10017

E-mail: Marc.cummins@trispanllp.com
Attention: Marc G. Cummins

with a copy to: Pryor Cashman LLP
7 Times Square
New York, New York 10036
E-mail: Lspector@pryorcashman.com
Attention: Lawrence A. Spector, Esq.

1.14 Interpretation. The Basic Lease Provisions shall be interpreted in conjunction with all of the other terms and conditions of this Lease. Other terms and conditions of this Lease modify and expand on the Basic Lease Provisions. If there is a conflict between the Basic Lease Provisions and the other terms and conditions of this Lease, the other terms and conditions shall control.

2. Premises.

2.1 Lease of Premises. Landlord hereby leases the Premises to Tenant, together with the right to use any portions of the Complex, as hereinafter defined, that are designated by Landlord for the common use of tenants and others (the "Common Areas"). For purposes hereof, the term "Complex" means the Premises, the building of which the Premises is a part (the "Building"), the Common Areas, the land upon which the same are located (together with any easements or other rights for the benefit of such land) and all other buildings and improvements thereon or thereunder, including all parking facilities (if any). Landlord reserves the right to change in any way the Common Areas. No diminution or alteration of the Common Areas shall be deemed a constructive or actual eviction or entitle Tenant to the recovery of any damages or any abatement of or reduction in Rent. Tenant acknowledges that no parking facilities for Tenant's exclusive use are provided by Landlord.

2.2 Acceptance. Tenant accepts the Premises in its "as-is" condition existing as of the Commencement Date.

3. Term. The Term and Commencement Date of this Lease are as specified in Sections 1.6 and 1.7. If for any reason Landlord cannot deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall not be subject to any liability therefore, nor shall such failure affect the validity of this Lease or the obligations of Tenant hereunder; provided, however, in such a case, the Commencement Date shall be extended to the date Landlord delivers possession of the Premises to Tenant.

4. Rent.

4.1 Base Rent. Tenant shall pay Landlord the Base Rent for the Premises on the Commencement Date and thereafter, on the first day of each calendar month during the Term of this Lease in advance, without notice or demand, deduction, abatement or offset (unless expressly set forth in this Lease). Base Rent for any partial month during the Term shall be prorated. Base

Rent and all other amounts payable to Landlord hereunder shall be payable to Landlord in lawful money of the United States and Tenant shall be responsible for delivering said amounts to Landlord at the address stated herein or to such other persons or to such other places as Landlord may designate in writing. All monetary obligations of Tenant to Landlord under the terms of this Lease, including, but not limited to, Base Rent, Tenant's Share of Operating Expenses, Tenant's Share of Real Property Taxes, and late charges shall be deemed to be rent.

4.2 Operating Expenses. For all purposes of this Lease, the following terms shall have the meanings as ascribed to them below:

(a) "Operating Expenses" shall include all costs, expenses and fees incurred by Landlord in connection with or attributable to the Complex, including but not limited to, the following items: (i) all costs, expenses and fees associated with or attributable to the ownership, management, operation, repair, maintenance, improvement, alteration and replacement of the Complex, or any part thereof, including but not limited to, the following: (A) all surfaces, coverings, decorative items, carpets, drapes, window coverings, parking areas, loading and unloading areas, trash areas, roadways, sidewalks, stairways, walls, structural elements, landscaped areas, striping, bumpers, irrigation systems, lighting facilities, building exteriors and roofs, fences and gates; (B) all heating, ventilating and air conditioning equipment ("HVAC"), plumbing, mechanical, electrical systems, life safety systems and equipment, telecommunication equipment, elevators, escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair; (ii) the cost of trash disposal, janitorial services and security services and systems; (iii) the cost of all insurance purchased by Landlord and enumerated in Section 8 of this Lease, including any deductibles (collectively, "Insurance Premiums"); (iv) the cost of water, sewer, gas, electricity, and other utilities available at the Complex and paid by Landlord (collectively "Landlord Utilities"); (v) the cost of labor, salaries and applicable fringe benefits incurred by Landlord; (vi) the cost of materials, supplies and tools used in managing, maintaining and/or cleaning the Complex; (vii) the cost of accounting fees, management fees, legal fees and consulting fees attributable to the ownership, operation, management, maintenance and repair of the Complex plus the cost of any space occupied by the property manager and leasing agent (if Landlord is the property manager, Landlord shall be entitled to receive a fair market management fee); (viii) the cost of operating, replacing, modifying and/or adding improvements or equipment mandated by any law, statute, regulation or directive of any governmental agency and any repairs or removals necessitated thereby (including, but not limited to, the cost of complying with the Americans With Disabilities Act and regulations of the Occupational Safety and Health Administration); (ix) payments made by Landlord under any easement, license, operating agreement, declaration, restrictive covenant, or instrument pertaining to the payment or sharing of costs among property owners; (x) any business property taxes or personal property taxes imposed upon the fixtures, machinery, equipment, furniture and personal property used in connection with the operation of the Complex; (xi) the cost of all business licenses, any gross receipt taxes based on rental income or other payments received by Landlord, commercial rental taxes or any similar taxes or fees; (xii) transportation taxes, fees or assessments, including but not limited to, mass transportation fees, metrorail fees, trip fees, regional and transportation district fees, (xiii) all costs and expenses associated with or related to the implementation by Landlord of any transportation demand management program or similar program; (xiv) fees assessed by any air quality management district or other governmental or quasi-governmental entity regulating pollution; (xv) any non-insured hurricane related expenses, and (xvi) the cost of any other service

provided by Landlord or any cost that is elsewhere stated in this Lease to be an "Operating Expense." Real Property Taxes shall be paid in accordance with Section 10 below and shall not be included in Operating Expenses.

(b) "Tenant's Share" shall mean the percentage set forth in Section 1.10, which percentage has been determined by dividing the number of rentable square feet in the Premises by the total number of rentable square feet in the Complex and multiplying the resulting quotient by one hundred (100). In the event that the number of rentable square feet in the Complex or the Premises changes, Tenant's Share shall be adjusted in the year the change occurs, and Tenant's Share for such year shall be determined on the basis of the days during such year that each Tenant's Share was in effect.

4.3 Payment of Operating Expenses.

(a) In addition to the payment of Base Rent, commencing the Rent Commencement Date Tenant shall pay to Landlord, Tenant's Share of the Operating Expenses for the Complex, plus sales tax. If less than 95% of the rentable square feet in the Complex is occupied by tenants or Landlord is not supplying services to 95% of the rentable square feet of the Complex at any time during any calendar year, Operating Expenses for such calendar year shall be an amount equal to the Operating Expenses which would normally be expected to be incurred had 95% of the Complex's rentable square feet been occupied and had Landlord been supplying services to 95% of the Complex's rentable square feet throughout such calendar year (hereinafter the "Grossed Up Operating Expenses"). Landlord's good faith estimate of Grossed Up Operating Expenses shall be applied consistently year to year.

(b) Tenant's Share of Operating Expenses shall be payable by Tenant within ten (10) days after a reasonably detailed statement of actual expenses is presented to Tenant by Landlord. At Landlord's option, however, Landlord may, from time to time, estimate what Tenant's Share of Operating Expenses will be, and the same shall be payable by Tenant monthly commencing on the same day as the Base Rent is due hereunder. In the event that Tenant pays Landlord's estimate of Tenant's Share of Operating Expenses, Landlord shall use its reasonable efforts to deliver to Tenant within one hundred eighty (180) days after the expiration of each year a reasonably detailed statement (the "Statement") showing Tenant's Share of the actual Operating Expenses incurred during such year. Landlord's failure to deliver the Statement to Tenant within said period shall not constitute Landlord's waiver of its right to collect said amounts or otherwise prejudice Landlord's rights hereunder. If Tenant's payments under this Section 4.3(b) during said year exceed Tenant's Share as indicated on the Statement, Tenant shall be entitled to credit the amount of such overpayment against Tenant's Share of any payments, including Base Rent next falling due. If Tenant's payments under this Section 4.3(b) during said year were less than Tenant's Share as indicated on the Statement, Tenant shall pay to Landlord the amount of the deficiency within thirty (30) days after delivery by Landlord to Tenant of the Statement. Landlord and Tenant shall forthwith adjust between them by cash payment any balance determined to exist with respect to that portion of the last year of the Lease Term for which Tenant is responsible for Operating Expenses, notwithstanding that the Lease Term may have terminated before the end of such year; and this provision shall survive the expiration or earlier termination of the Lease.

(c) The computation of Tenant's Share of Operating Expenses is intended to provide a formula for the sharing of costs by Landlord and Tenant and will not necessarily result in the reimbursement to Landlord of the exact costs it has incurred.

(d) If Tenant disputes the amount set forth in the Statement, Tenant shall have the right, at Tenant's sole expense, not later than sixty (60) days following receipt of such Statement, to cause Landlord's books and records with respect to the calendar year which is the subject of the Statement to be audited by a certified public accountant mutually acceptable to Landlord and Tenant; provided, however, Landlord's approval shall not be unreasonably withheld, and the sixty (60) day period shall be tolled for the period during which Landlord is determining whether to approve such certified public accountant. The audit shall take place at the offices of Landlord where its books and records are located at a mutually convenient time during Landlord's regular business hours; provided, however, such office shall be in Miami-Dade County, Florida. Tenant's Share of Operating Expenses shall be appropriately adjusted based upon the results of such audit, and the results of such audit shall be final and binding upon Landlord and Tenant. Tenant shall have no right to conduct an audit or to give Landlord notice that it desires to conduct an audit at any time Tenant is in default under the Lease. The accountant conducting the audit shall be compensated on an hourly basis and shall not be compensated based upon a percentage of overcharges it discovers. No subtenant shall have any right to conduct an audit, and no assignee shall conduct an audit for any period during which such assignee was not in possession of the Premises. Tenant's right to undertake an audit with respect to any calendar year shall expire sixty (60) days after Tenant's receipt of the Statement for such calendar year, and such Statement shall be final and binding upon Tenant and shall, as between the parties, be conclusively deemed correct, at the end of such sixty (60) day period, unless prior thereto Tenant shall have given Landlord written notice of its intention to audit Operating Expenses for the calendar year which is the subject of the Statement. If Tenant gives Landlord notice of its intention to audit Operating Expenses, it must commence such audit within sixty (60) days after such notice is delivered to Landlord, and the audit must be completed within one hundred twenty (120) days after such notice is delivered to Landlord. If Tenant does not commence and complete the audit within such periods, the Statement which Tenant elected to audit shall be deemed final and binding upon Tenant and shall, as between the parties, be conclusively deemed correct. Tenant will use its best efforts to keep the results of any Operating Expense audit strictly confidential by Tenant and shall not be disclosed to any other person or entity.

5. Security Deposit. The Security Deposit shall be delivered to Landlord upon the execution of this Lease by Tenant and held by Landlord without interest as security for the performance of Tenant's obligations hereunder. Landlord may use all or any portion of the Security Deposit for the payment of any past due Base Rent or other charge or sum due hereunder, to cure any default by Tenant or to compensate Landlord for any loss or damage which Landlord may suffer thereby. Tenant shall within ten (10) days after written demand therefore deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its full amount. Landlord shall not be required to keep the Security Deposit separate from its general accounts. If Tenant performs all of Tenant's obligations hereunder, the Security Deposit, or so much thereof as has not heretofore been applied by Landlord, shall be returned to Tenant (or, at Landlord's option, to the last assignee, if any, of Tenant's interest hereunder) at the expiration of the Term hereof, and after Tenant has vacated the Premises. No trust relationship is created herein between Landlord and Tenant with respect to the Security Deposit. The Security Deposit is not an advance payment of any kind or a measure of

Landlord's damages in the event of Tenant's default. Tenant hereby waives the provisions of any law which is inconsistent with this Section 5.

6. Use.

6.1 Use. The Premises shall be used and occupied only for the Permitted Use and for no other purpose. Notwithstanding any permitted use inserted in Section 1.5, Tenant shall not use the Premises for any purpose which would violate the Complex's certificate of occupancy, any conditional use permit or variance applicable to the Complex or violate any covenants, conditions or other restrictions applicable to the Complex. No exclusive use has been granted to Tenant hereunder.

(a) Competing Restaurant. Provided (i) Tenant shall be continuously operating its business in the Premises in accordance with the Permitted Use, and (ii) Tenant is not in default hereunder, Landlord agrees that Landlord shall not hereafter enter into another lease agreement which expressly permits a restaurant Competing Business to open within the Complex. The term "Competing Business" shall mean a restaurant whose primary business is a full-service, sit-down offering alcohol specializing in upscale chef-driven Southern cuisine originating from traditional Cajun, Louisiana creole, Floribbean, Appalachian Mountain and Carolina Low Country cuisines. By way of example, The Southern in Nashville, Tennessee, The Mockingbird in Springhill, Tennessee, Lauderette in Austin, Texas, Shaya in New Orleans, Louisiana, Death and Taxes in Raleigh, North Carolina would all constitute a Competing Restaurant.

6.2 Compliance with Law. Landlord warrants to Tenant that, to the best of Landlord's knowledge, the Premises, in the state existing on the Effective Date, but without regard to alterations or improvements to be made by the Tenant or the use for which Tenant will occupy the Premises, does not violate any covenants or restrictions of record, or any applicable building code, regulation or ordinance in effect on such date. If Tenant occupies the Premises at the time this Lease is executed, this warranty shall be of no force or effect. Tenant shall, at Tenant's sole expense, promptly comply with all laws, statutes, codes, ordinances, orders, covenants, restrictions or record, rating bureaus or governmental agencies, rules and regulations of any municipal or governmental entity whether in effect now or later, including, the Americans With Disabilities Act and all federal, state and local laws and regulations governing occupational safety and health ("Law(s)") regarding the operation of Tenant's business and the use, condition, configuration and occupation of the Premises. Tenant shall conduct its business and use the Premises in a lawful manner and shall not use or permit the use of the Premises or the Common Areas in any manner that constitutes waste or a nuisance or shall unreasonably disturb other occupants of the Complex. Tenant shall obtain, at its sole expense, any permit or other governmental authorization required to operate its business from the Premises. Landlord shall not be liable for the failure of any other tenant or person to abide by the requirements of this Section or to otherwise comply with applicable Laws, and Tenant shall not be excused from the performance of its obligations under this Lease due to such a failure. To the best of Landlord's knowledge, the Premises, in the state existing on the Effective Date are in compliance with the Americans With Disabilities Act.

7. Maintenance, Repairs and Alterations.

7.1 Landlord's Obligations. Landlord shall be responsible for the maintenance, repair and replacement of (i) the Common Areas, (ii) the roof, foundation, exterior walls and other structural components of the Complex and the Premises, and (iii) except as provided below, all utility lines, pipes and related facilities on the Complex that are located outside the Premises and do not exclusively serve the Premises, in order to keep and maintain all of foregoing in good condition, repair and working order.

7.2 Tenant's Obligations. Except for repairs, maintenance and replacements that are the responsibility of Landlord pursuant to this Lease or otherwise caused by the gross negligence or willful misconduct of Landlord (or any of its employees or agents), Tenant shall, at Tenant's expense, at all times keep the Premises and all equipment and facilities located therein or located outside the Premises but exclusively servicing the Premises in good order, condition, and repair, and in a clean, sanitary, and safe condition including, without limitation, the repair and replacement of all broken glass (with glass of the same size and quality), doors and windows, and the maintenance, repair and replacement of the HVAC systems and equipment within or exclusively serving the Premises (collectively, the "HVAC Equipment"). Tenant shall make any and all additions, improvements, alterations, repairs and replacements which may at any time during the Lease Term be required to maintain the Premises in good order, condition and repair, unless such obligation is otherwise a Landlord responsibility under this Lease. The foregoing obligations must be performed by Tenant in a manner consistent with a first-class restaurant. Tenant shall, at its own cost and expense, enter into a regularly scheduled preventive maintenance/service contract with a maintenance contractor for servicing the HVAC Equipment (a "HVAC Service Contract"). The maintenance contractor must be approved by Landlord (which approval shall not be unreasonably withheld). The HVAC Service Contract must include all services suggested by the HVAC Equipment manufacturer within its operation/maintenance manual. The initial HVAC Service Contract must become effective (and a copy thereof delivered to Landlord) within thirty (30) days of the date Tenant takes possession of the Premises. Tenant shall from time to time upon request furnish proof reasonably satisfactory to Landlord that the HVAC Equipment is being serviced in accordance with the HVAC Service Contract. Tenant's repair and maintenance obligations include, without limitation, repairs to: (a) floor coverings; (b) interior partitions; (c) doors; (d) the interior side of demising walls; (e) electronic, fiber, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant (collectively, "Cable"); (f) plumbing, electrical and mechanical system, (g) all other items located within the Premises. On the last day of the Term hereof, or on any sooner termination, Tenant shall remove all Tenant's Property, as hereinafter defined, Cable and all designated Required Removables, as hereinafter defined, from the Premises and quit and surrender the Premises to Landlord, broom clean, in the same condition as received, ordinary wear and tear and damage which Landlord is obligated to repair hereunder excepted. Tenant shall repair any damage to the Premises occasioned by the installation or removal of Tenant's Property, Cable and Required Removables. Tenant shall leave the electrical distribution systems, plumbing systems, lighting fixtures, HVAC ducts and vents, window treatments, wall coverings, carpets and other floor coverings, doors and door hardware, millwork, ceilings and other tenant improvements at the Premises and in good condition, ordinary wear and tear excepted.

7.3 Alterations and Additions.

(a) Tenant shall not make any alterations, repairs, additions or improvements or install any Cable (collectively referred to as "Alteration(s)") in, on or about the Premises or the Complex without Landlord's prior written consent, which may be given or withheld in Landlord's reasonable discretion. Landlord shall respond to a Tenant request for an Alteration within twenty (20) days for receiving such request. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria (a "Cosmetic Alteration"): (a) is of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting; (b) is not visible from the exterior of the Premises or the Building; (c) will not affect the base Building; and (d) does not require work to be performed inside the walls or above the ceiling of the Premises. Cosmetic Alterations shall be subject to all the other provisions of this Section 7.3. Prior to starting work, Tenant shall furnish Landlord with plans and specifications; names of contractors reasonably acceptable to Landlord (provided that Landlord may designate specific contractors with respect to base Building); required permits and approvals; evidence of contractor's and subcontractor's insurance in amounts reasonably required by Landlord and naming Landlord as an additional insured; and any security for performance in amounts reasonably required by Landlord. Changes to the plans and specifications must also be submitted to Landlord for its approval. Alterations shall be constructed in a good and workmanlike manner using materials of a quality reasonably approved by Landlord. Upon completion, Tenant shall furnish "as-built" plans for non-Cosmetic Alterations, completion affidavits and full and final waivers of lien. Landlord's approval of an Alteration shall not be deemed a representation by Landlord that the Alteration complies with Law. If as a result of any Alteration made by Tenant, Landlord is obligated to comply with any Law and such compliance requires Landlord to make any improvement or Alteration to any portion of the Complex, as a condition to Landlord's consent, Landlord shall have the right to require Tenant to pay to Landlord prior to the construction of any Alteration by Tenant, the entire cost of any improvement or Alteration Landlord is obligated to complete by such Law.

(b) All improvements in and to the Premises, including any Alterations, shall remain upon the Premises at the end of the Term without compensation to Tenant, provided that Tenant, at its expense, in compliance with the National Electric Code or other applicable Laws, shall, on or before the expiration of the Term, remove any Cable. In addition, Landlord, by written notice to Tenant at least thirty (30) days prior to the expiration of the Term, may require Tenant, at its expense, to remove any Alterations that in Landlord's reasonable judgment are not standard restaurant improvements and are of a nature that would require removal and repair costs that are materially in excess of the removal and repair costs associated with standard restaurant improvements (collectively referred to as "Required Removables"). Tenant shall repair any damage caused by the installation or removal of the Cable and Required Removables.

(c) Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or the Complex, or any interest therein. If Tenant shall, in good faith, contest the validity of any such lien, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to not less than one and one half times the amount of such contested lien or claim indemnifying Landlord against liability arising out of such lien or claim. Such bond shall be sufficient in form and amount to free the Complex from the effect of such lien. In addition, Landlord may require Tenant to pay Landlord's reasonable attorneys' fees and costs in participating in such action.

7.4 Failure of Tenant to Remove Property. If Tenant fails to remove any of Tenant's Property as required by Section 7.2 on or before the expiration or earlier termination of this Lease, Landlord may remove and store Tenant's Property at the expense and risk of Tenant. Tenant shall pay Landlord, upon demand, the expenses and storage charges incurred. If Tenant fails to remove Tenant's Property from the Premises or storage, within thirty (30) days after notice, Landlord may deem all or any part of Tenant's Property to be abandoned and title to Tenant's Property shall vest in Landlord.

8. Insurance.

8.1 Insurance - Tenant. Tenant shall maintain at all times during the Term of this Lease commercial general liability insurance with coverages acceptable to Landlord, which by way of example and not limitation, protects Tenant and Landlord (as an additional insured) against claims for bodily injury, personal injury and property damage based upon, involving or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount of not less than Two Million Dollars ($2,000,000) per occurrence with an "Additional Insured-Managers and Landlords of Premises Endorsement" and contain the "Amendment of the Pollution Exclusion" for damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Tenant's indemnity obligations under this Lease. If, in the opinion of the insurance broker retained by Landlord, the amount of public liability or property damage insurance coverage at any time during the Term is not adequate, Tenant shall increase the insurance coverage as required by Landlord's insurance broker. In no event shall the limits of such policy be considered as limiting the liability of Tenant under this Lease. Tenant shall obtain and keep in force during the Term of this Lease "all risk" extended coverage property insurance with coverages acceptable to Landlord, in Landlord's commercially reasonable discretion. Said insurance shall be written on a one hundred percent (100%) replacement cost basis on Tenant's personal property, all tenant improvements installed at the Premises by Landlord or Tenant, Tenant's trade fixtures and other property. By way of example, and not limitation, such policies shall provide protection against any peril included within the classification "fire and extended coverage," against vandalism and malicious mischief, theft, sprinkler leakage, earthquake damage, windstorm damage and flood damage. Tenant expressly acknowledges and agrees that in the event its insurance policy excludes coverage for flood, earthquake, windstorm or any other peril, that neither Tenant nor its insurance company shall have any right or claim against Landlord or its insurance company as a result of damage to Tenant's property resulting from such excluded peril. In addition, if there is damage to any tenant improvements installed in the Premises which is not covered by Tenant's insurance because of exclusions under Tenant's "all risk" policy, Tenant shall be required to reimburse Landlord for any costs incurred by Landlord to repair or replace such improvements. If this Lease is terminated as the result of a casualty in accordance with Section 9, the proceeds of said insurance attributable to the replacement of all tenant improvements at the Premises shall be paid to Landlord. If insurance proceeds are available to repair the tenant improvements, at Landlord's option, all insurance proceeds Tenant is entitled to receive to repair the tenant improvements shall be paid by the insurance company directly to Landlord, Landlord shall select the contractor to repair and/or replace the tenant improvements, and Landlord shall cause the tenant improvements to be repaired and/or replaced to the extent insurance proceeds are available.

8.2 Insurance - Landlord. Landlord shall maintain general liability insurance with coverage against such risks and in such amounts as Landlord deems advisable insuring Landlord against liability arising out of the ownership, operation and management of the Complex. Landlord shall also maintain a policy or policies of insurance covering loss or damage to the Complex in the amount of not less than the full replacement cost thereof, as determined by Landlord from time to time. The terms and conditions of said policies and the perils and risks covered thereby shall be determined by Landlord, from time to time, in Landlord's sole discretion. In addition, at Landlord's option, Landlord shall obtain and keep in force, during the Term of this Lease, a policy of rental interruption insurance, with loss payable to Landlord, which insurance shall, at Landlord's option, also cover all Operating Expenses. In addition, Landlord shall have the right to obtain such additional insurance as is customarily carried by owners or operators of other comparable restaurant buildings in the geographical area of the Complex. Tenant will not be named as an additional insured in any insurance policies carried by Landlord and shall have no right to any proceeds therefrom. The policies purchased by Landlord shall contain such deductibles as Landlord may determine. In addition to amounts payable by Tenant in accordance with Section 4, Tenant shall pay any increase in the property insurance premiums for the Complex over what was payable immediately prior to the increase to the extent the increase is specified by Landlord's insurance carrier as being caused by the nature of Tenant's occupancy or any act or omission of Tenant.

8.3 Insurance Policies. Tenant shall deliver to Landlord certificates of the insurance policies required under Section 8.1 prior to the earlier of the Commencement Date or the date Tenant is provided with possession of the Premises and thereafter as necessary to assure that Landlord always has current certificates evidencing Tenant's insurance. Tenant's insurance policies shall not be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to Landlord. Tenant shall, at least thirty (30) days prior to the expiration of such policies, furnish Landlord with certificates of renewals thereof. Tenant's insurance policies shall be issued by insurance companies authorized to do business in the state in which the Complex is located, and said companies shall maintain during the policy term a "General Policyholders' Rating" of at least "A" and a financial rating of at least "Class X" (or such other rating as may be required by any lender having a lien on the Complex), as set forth in the most recent edition of "Best Insurance Reports." All insurance obtained by Tenant shall be primary to and not contributory with any similar insurance carried by Landlord, whose insurance shall be considered excess insurance only. Landlord, and at Landlord's option, the holder of any mortgage or deed of trust encumbering the Complex and any person or entity managing the Complex on behalf of Landlord, shall be named as an additional insured on all insurance policies Tenant is obligated to obtain by Section 8.1 above. Tenant's insurance policies shall not include deductibles in excess of Five Thousand and 00/100 Dollars ($5,000.00).

8.4 Waiver of Subrogation. Landlord and Tenant hereby waive and shall cause their respective insurance carriers to waive any and all rights of recovery, claims, actions or causes or action against the other for any loss or damage with respect to Tenant's Property, the Building, the Premises, or any contents thereof, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance. For the purposes of this wavier, any deductible with respect to a party's insurance shall be deemed covered by and recoverable by such party under valid and collectable policies of insurance.

9. Damage or Destruction. Tenant shall give prompt notice to Landlord in case of any fire or other damage to the Premises. If the Premises or the Building are damaged by fire or other casualty not caused by the act or negligence of Tenant or its agents or employees, Landlord shall diligently and as soon as practicable after such damage occurs (taking into account the time necessary to effectuate a satisfactory settlement with Landlord's insurance company) repair such damage at its own expense, and, provided Tenant is not in default during any period of time that the Premises are rendered untenantable, the Base Rent and additional rent shall be abated in proportion to the part of the Premises which is rendered untenantable until such repairs have been completed (in no event shall damage to any parking areas be deemed to render the Premises untenantable). However, if available insurance proceeds are insufficient or if the Premises or the Building are damaged by fire or other casualty to such an extent that the damage, in Landlord's opinion, cannot be fully repaired within one hundred eighty (180) days from the date such damage occurs, Landlord shall have the right, exercised by giving Tenant written notice within such one hundred eighty (180) day period, to terminate this Lease effective as of the date of such damage. Notwithstanding the foregoing, if the fire or other casualty shall be caused by the carelessness, negligence or improper conduct of Tenant or its agents or employees, Tenant shall remain liable for the full amount of the Base Rent and additional rent during the period of restoration or until termination of this Lease, and all required repairs shall be made at Tenant's expense.

10. Real and Personal Property Taxes. In addition to the payment of Base Rent and Tenant's Share of Operating Expenses, Tenant shall pay to Landlord during the Term of this Lease, Tenant's Share of the "Real Property Taxes" (as defined below). Tenant's Share of Real Property Taxes shall be payable by Tenant at the same time, in the same manner and under the same terms and conditions as Tenant pays Tenant's Share of Operating Expenses as provided in Section 4 of this Lease. As used herein, the term "Real Property Taxes" shall include (i) any form of real estate tax or assessment, general, special, ordinary or extraordinary, improvement bond or bonds imposed on the Complex or any portion thereof by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof, as against any legal or equitable interest of Landlord in the Complex or in any portion thereof, and (ii) all costs and fees incurred in connection with seeking reductions in any tax liabilities described in subsection (i) above, including, without limitation, any costs incurred by Landlord for compliance, review and appeal of tax liabilities. Real Property Taxes shall not include income, inheritance and gift taxes. Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises or related to Tenant's use of the Premises. If any of Tenant's property shall be assessed with Landlord's real or personal property, Tenant shall pay to Landlord the taxes attributable to Tenant within ten (10) days after receipt of a written statement from Landlord setting forth the taxes applicable to Tenant's Property. If Landlord challenges and Real Property Taxes and receives a refund as result of such challenge, Tenant shall be entitled to Tenant's Share of the refund.

11. Building Services; Utilities.

11.1 Utility and Janitorial Services. Tenant shall arrange and timely pay for all electricity, gas, telephone and other utility services for the Premises, and all cleaning, janitorial and extermination services for the Premises. With respect to electricity, gas, telephone and other utility services that are separately metered for the Premises, Tenant shall, at its cost and expense,

maintain such separate utility meters and separately contract for such services with the applicable service provider. If any utility services are not separately metered for the Premises, then Tenant shall pay to Landlord, within five (5) Business Days of the delivery by Landlord of an invoice therefor, the costs paid by Landlord for such services as reasonably allocated to the Premises by Landlord (with such allocation to be made on the basis of the actual consumption/usage by the Premises as reflected by submeter readings or, if submeters are not available, any other reasonable method of allocation as may be selected by Landlord from time to time). The term "Business Day" shall mean any day other than a Saturday, Sunday or national legal holiday. Tenant acknowledges that the water and sewer for the Premises may not be separately metered on the Commencement Date and are provided to the Premises under Landlord's account for the same with the provider thereof, but a submeter exists to determine the allocation of the consumption/usage of water and sewer by the Premises. At all times that the Premises are not separately metered for water and sewer, Landlord shall contract for and provide such water and sewer service to the Premises under Landlord's account; provided, however that Landlord shall not be liable for the adequacy of or any interruption in any such water and sewer service except for an abatement of rent as provided in Section 11.2 below to the extent that any such interruption is caused by the delinquent payment of service charges by Landlord. In the event any utilities or services to the Premises need to be increased, expanded or modified as a result of Tenant's use, Tenant shall pay for all costs and expenses related to such expansion, modification or other alterations and the cost and expense of any permits, approvals or consents therefor and Tenant shall hold Landlord harmless from and against any loss, cost, damage or expense incurred by Landlord as a result of Tenant's failure to pay such amounts. Landlord may elect in its sole discretion to provide security services or devices for the Property and, in such event, the costs thereof shall be included in Property Expenses, provided, however, that in no event shall Landlord be required to provide any such security services or devices. If any such security services or equipment are provided by Landlord, then (a) Landlord shall not be responsible for such services, devices or equipment or the adequacy thereof, and (b) Landlord shall not be liable in any manner whatsoever for the action, inaction, failure or inadequacy of any security personnel, services, equipment, devices or procedures and Tenant hereby releases Landlord of and from all such liability.

11.2 Interruption of Services. Notwithstanding anything to the contrary provided in this Lease, it is understood and agreed that Landlord does not warrant that any of the services supplied to the Premises will be free from interruption. Tenant acknowledges that any one or more of such services may be suspended by reason of accident, repairs, maintenance, alterations, necessary or desirable improvements, or strikes or lockouts, or by reason of operation of law, inability to secure a proper supply of fuel, gas, steam, water, electricity, labor supplies, or other causes (whether similar or dissimilar to the foregoing). Subject to the abatement of Rent hereinafter provided, no such interruption or discontinuance of service regardless of the cause thereof will be deemed an eviction or a disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages or other compensation or for any abatement of or reduction in Rent, or relieve Tenant from the responsibility of fully performing any of Tenant's obligations under this Lease; provided, however, if (a) any of the services supplied to the Premises are interrupted due to (i) the gross negligence or willful misconduct of Landlord (or any of its employees or agents) or (ii) the failure of Landlord to pay any fees or charges for water and sewer services for the Premises whenever such services are provided through Landlord's account and are not separately metered to the Premises, (b) such interruption continues for a period of forty-eight (48) consecutive hours or more, and (c) as a result of the interruption, Tenant is

unable to and does not conduct business in the Premises, then commencing as of the forty-ninth (49th) hour and continuing through the day immediately prior to the day the interrupted service is restored, Rent shall be abated for the number of days of continuous interruption and Tenant shall receive a credit in an amount equal to such abatement against the next installment(s) of Rent coming due under this Lease. The abatement of rent provided above shall be the exclusive remedy of Tenant in connection with any interruption of services. Subject to the abatement of Rent expressly provided above, Landlord shall in no way be responsible for any loss, damage or expense which Tenant may sustain or incur by reason of any failure, interruption, inadequacy or defect in the character, quantity or supply of electric energy, water, sewer or other services furnished to, or obtained by Tenant in connection with, the Premises.

11.3 No Utilities or Services Provided by Landlord. Landlord shall have no obligation to provide or to pay for any services to the Premises except as expressly provided in this Lease. To the extent that Tenant desires to obtain any additional services in connection with the Premises not provided by Landlord, Tenant shall obtain such services directly from the service providers and shall pay all sums due in connection therewith directly to the service providers. Tenant shall hold Landlord harmless from and against any loss, cost, damage or expense incurred by Landlord as a result of Tenant's failure to pay such amounts. Tenant shall keep the Premises free from vermin and pests and shall pay all charges for pest control and extermination relating to the Premises.

11.4 Windstorm Protection and Flooding. Tenant shall be responsible for all windstorm protection for the Premises, including, without limitation, the placement of hurricane shutters on the Premises whenever appropriate. Tenant is aware that Miami Beach experiences flooding from time to time and assumes all risk relating thereto. Landlord shall have no liability to Tenant or anyone claiming by, through or under Tenant for any damage caused to the Premises or any improvements or property located therein resulting from any flooding of the Premises unless caused by Landlord's gross negligence or willful misconduct.

12. Assignment and Subletting.

12.1 Landlord's Consent Required. Tenant shall not voluntarily or by operation of law assign, transfer, hypothecate, mortgage, sublet, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises (hereinafter collectively a "Transfer"), without Landlord's prior written consent, which consent shall not be unreasonably withheld. Landlord shall respond to Tenant's written request for consent hereunder within thirty (30) days after Landlord's receipt of the written request from Tenant. Any attempted Transfer without such consent shall be void and shall constitute a default of this Lease. If the entity(ies) which directly or indirectly controls the voting shares/rights of Tenant changes at any time, such change of ownership or control shall constitute a Transfer unless Tenant is an entity whose outstanding stock is listed on a recognized securities exchange or if at least 80% of its voting stock is owned by another entity, the voting stock of which is so listed. Tenant's written request for Landlord's consent shall include all of the following information: (a) financial statements for the proposed assignee or subtenant, (b) a detailed description of the business the assignee or subtenant intends to operate at the Premises, (c) a copy of the fully executed sublease or assignment agreement, and (d) such other information as Landlord may reasonably request.

12.2 Standard For Approval. Landlord shall not unreasonably withhold its consent to a Transfer provided that Tenant has complied with each and every requirement, term and condition of this Section 12. It shall be deemed reasonable for Landlord to withhold its consent to a Transfer if any requirement, term or condition of this Section 12 is not complied with or: (i) the Transfer would cause Landlord to be in violation of its obligations under another lease or agreement to which Landlord is a party; (ii) in Landlord's reasonable judgment, a proposed assignee or subtenant has a smaller net worth than Tenant had on the date this Lease was entered into with Tenant or is less able financially to pay the rents due under this Lease as and when they are due and payable; (iii) a proposed assignee's or subtenant's business will impose a burden on the Complex's parking facilities (if any), elevators, Common Areas or utilities that is greater than the burden imposed by Tenant, in Landlord's reasonable judgment; (iv) the terms of a proposed assignment or subletting will allow the proposed assignee or subtenant to exercise a right of renewal, right of expansion, right of first offer, right of first refusal or similar right held by Tenant; (v) a proposed assignee or subtenant refuses to enter into a written assignment agreement or sublease, reasonably satisfactory to Landlord, which provides that it will abide by and assume all of the terms and conditions of this Lease for the term of any assignment or sublease and containing such other terms and conditions as Landlord reasonably deems necessary; (vi) the use of the Premises by the proposed assignee or subtenant will not be for a use permitted by this Lease; (vii) any guarantor of this Lease refuses to consent to the Transfer or to execute a written agreement reaffirming the guaranty; (viii) Tenant is in default as defined in Section 13.1 at the time of the request; (ix) if requested by Landlord, the assignee or subtenant refuses to sign a non-disturbance and attornment agreement in favor of Landlord's lender; (x) Landlord has sued or been sued by the proposed assignee or subtenant or has otherwise been involved in a legal dispute with the proposed assignee or subtenant; (xi) the assignee or subtenant is involved in a business which is not in keeping with the then current standards of the Complex; (xii) the proposed assignee or subtenant is an existing tenant of the Complex or is a person or entity then negotiating with Landlord for the lease of space in the Complex; or (xiii) the terms of a proposed assignment or subletting will allow the proposed assignee or subtenant to pay a base rent less than the prevailing rental rate in the Building at the time of Tenant's request to such Transfer.

12.3 Additional Terms and Conditions. Regardless of Landlord's consent, no Transfer shall release Tenant from Tenant's obligations hereunder or alter the primary liability of Tenant to pay the rent and other sums due Landlord hereunder and to perform all other obligations to be performed by Tenant hereunder or release any guarantor from its obligations under its guaranty. Landlord may accept rent from any person other than Tenant pending approval or disapproval of an assignment or subletting. The consent by Landlord to any Transfer shall not constitute a consent to any subsequent Transfer by Tenant or to any subsequent or successive Transfer by an assignee or subtenant and no assignment or sublease may be modified or amended without Landlord's prior written consent. However, Landlord may consent to subsequent Transfers or any amendments or modifications thereto without notifying Tenant or anyone else liable on the Lease and without obtaining their consent, and such action shall not relieve such persons from liability under this Lease. In the event of any default under this Lease, Landlord may proceed directly against Tenant, any guarantors or anyone else responsible for the performance of this Lease, including any subtenant or assignee, without first exhausting Landlord's remedies against any other person or entity responsible therefore to Landlord, or any security held by Landlord. The discovery of the fact that any financial statement relied upon by Landlord in giving its consent to an assignment or subletting was materially false shall, at Landlord's election, render Landlord's consent null and

AC

void. Landlord shall not be liable under this Lease or under any sublease to any subtenant. Any assignee of, or subtenant under, this Lease shall, by reason of accepting such assignment or entering into such sublease, be deemed, for the benefit of Landlord, to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Tenant during the term of said assignment or sublease, other than such obligations as are contrary or inconsistent with provisions of an assignment or sublease to which Landlord has specifically consented in writing. Notwithstanding anything contained in this Lease to the contrary, if Landlord consents to a Transfer, the Tenant's liability with respect to this Lease shall not be increased by any modification of this Lease subsequent to the Transfer. Additionally, the Tenant shall have the right to substitute the Guarantor for a replacement guarantor upon a Transfer consented to by the Landlord, provided that such replacement Guarantor must have a greater net worth than Guarantor had on the date this Lease was entered into and shall be more qualified to carry out the obligations of the Guaranty, as determined by Landlord in its reasonable discretion.

12.4 Transfer Premium from Assignment or Subletting. Landlord shall be entitled to receive from Tenant (as and when received by Tenant) as an item of additional rent all amounts received by Tenant from the subtenant or assignee in excess of the amounts payable by Tenant to Landlord hereunder (hereinafter the "Transfer Premium"). The Transfer Premium shall be reduced by the reasonable brokerage commissions and legal fees actually paid by Tenant in order to assign the Lease or to sublet a portion of the Premises. "Transfer Premium" shall mean all Base Rent, additional rent or other consideration of any type whatsoever payable by the assignee or subtenant in excess of the Base Rent and additional rent payable by Tenant under this Lease. If less than all of the Premises is transferred, the Base Rent and the additional rent shall be determined on a per rentable square foot basis. For purposes of calculating the Transfer Premium, expenses will be amortized over the life of the sublease.

13. Default; Remedies.

13.1 Default by Tenant. Landlord and Tenant hereby agree that the occurrence of any one or more of the following events is a default by Tenant under this Lease and that said default shall give Landlord the rights described in Section 13.2. Landlord or Landlord's authorized agent shall have the right to execute and deliver any notice of default, notice to pay rent or quit or any other notice Landlord gives Tenant.

(a) Tenant's failure to make any payment of Base Rent, Tenant's Share of Operating Expense increases, Tenant's Share of Real Property Tax increases, late charges, or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of five (5) days after written notice thereof from Landlord to Tenant. In the event that Landlord serves Tenant with a notice to pay rent or quit pursuant to applicable unlawful detainer statutes, such notice shall also constitute the notice required by this Section 13.1(a).

(b) The abandonment of the Premises by Tenant in which event Landlord shall not be obligated to give any notice of default to Tenant.

(c) Tenant's failure to comply with any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant (other than those referenced in

Sections 13.1(a) and (b) above), where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's nonperformance is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall be allowed additional time (not to exceed 180 days) as is reasonably necessary to cure the failure so long as Tenant commences such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion. In the event that Landlord serves Tenant with a notice to quit or any other notice pursuant to applicable unlawful detainer statutes, said notice shall also constitute the notice required by this Section 13.1(c).

(d) (i) The making by Tenant or any guarantor of Tenant's obligations hereunder of any general arrangement or general assignment for the benefit of creditors; (ii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; (iii) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days; or (iv) the insolvency of Tenant or Tenant becoming subject to state insolvency or federal bankruptcy. In the event that any provision of this Section 13.1(d) is unenforceable under applicable law, such provision shall be of no force or effect.

13.2 Remedies. Upon the occurrence of any material event of default by Tenant under this Lease, Landlord shall have the option to pursue any one or more of the following remedies, in addition to the remedies otherwise provided herein or otherwise available at law or in equity, without any notice or demand whatsoever:

(a) Landlord may cancel and terminate this Lease and dispossess Tenant;

(b) Landlord may without terminating or canceling this Lease declare all amounts and rents due under this Lease for the remainder of the Lease Term (or any applicable extension or renewal thereof) to be immediately due and payable, and thereupon all rents and other charges due hereunder to the end of the Lease Term or any renewal term, if applicable, shall be accelerated. The accelerated amount shall be determined using a net present value analysis based on a discount rate of ___% and Tenant shall be credited with the amount of any rent paid by a replacement tenant.

(c) Landlord may elect to enter and repossess the Premises and relet the Premises for Tenant's account, holding Tenant liable in damages for all expenses incurred in any such reletting and for any difference between the amount of rent received from such reletting and the amount due and payable under the terms of this Lease.

(d) Landlord may enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease (and Tenant shall reimburse Landlord on demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Landlord shall not be liable for any damages resulting to the Tenant from such action), whether caused by the negligence of Landlord or otherwise.

(e) Landlord may recover from Tenant a sum equal to all rent concessions granted to Tenant hereunder, including but not limited to free rent, tenant improvement allowances and relocation costs.

All of the foregoing rights, remedies, powers and elections of Landlord reserved herein are cumulative, and pursuit of any of the foregoing remedies shall not preclude other remedies available under this Lease or provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default, or delay by Landlord in enforcing one or more of such remedies upon an event of default, shall not be deemed or construed to constitute a waiver of such default. All monies expended by Landlord for which Tenant is liable under this Lease, and all amounts and charges due to Landlord under this Lease shall be deemed to constitute rents and all rents shall be paid by Tenant to Landlord without any setoff or counterclaim whatsoever and all past due rents shall bear interest at the maximum legal rate per annum and shall be included in any lien for rent.

13.3 Default by Landlord. Landlord shall not be in default under this Lease unless Landlord fails to perform obligations required of Landlord within thirty (30) days after written notice by Tenant to Landlord and to the holder of any mortgage or deed of trust encumbering the Complex whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its cure, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion. Tenant hereby waives its right to recover consequential damages (including, but not limited to, lost profits) or punitive damages arising out of a Landlord default. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default, and Tenant's remedies shall be limited to damages and/or an injunction. This Lease and the obligations of Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of a Force Majeure Event, and the time for Landlord's performance shall be extended for the period of any such delay. Any claim, demand, right or defense by Tenant that arises out of this Lease or the negotiations which preceded this Lease shall be barred unless Tenant commences an action thereon, or interposes a defense by reason thereof, within six (6) months after the date of the inaction, omission, event or action that gave rise to such claim, demand, right or defense.

13.4 Late Charges. If any installment of Base Rent, Tenant's Share of Operating Expenses, Tenant's Share of Real Property Taxes, or any other sum due from Tenant shall not be received by Landlord within five (5) days of when such amount shall be due, then, without any requirement for notice or demand to Tenant, Tenant shall immediately pay to Landlord a late charge equal to five percent (5%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a

JCL

waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder including the assessment of interest under Section 13.5. The above-referenced late charge shall be waived for the first late payment during each calendar year.

13.5 Interest on Past-due Obligations. Except as expressly herein provided, any amount due to Landlord that is not paid when due shall bear interest at the lesser of ten percent (10%) per annum, or the maximum rate permitted by applicable law. Payment of such interest shall not excuse or cure any default by Tenant under this Lease; provided, however, that interest shall not be payable on late charges incurred by Tenant nor on any amounts upon which late charges are paid by Tenant.

13.6 Payment of Rent and Security Deposit After Default. If Tenant fails to pay Base Rent, Tenant's Share of Operating Expenses, Tenant's Share of Real Property Taxes, or any other monetary obligation due hereunder on the date it is due, after Tenant's third failure to pay any monetary obligation on the date it is due, at Landlord's option, all monetary obligations of Tenant hereunder shall thereafter be paid by cashier's check, and Tenant shall, upon demand, provide Landlord with an additional Security Deposit equal to three (3) months' Base Rent. If Landlord has required Tenant to make said payments by cashier's check or to provide an additional Security Deposit, Tenant's failure to make a payment by cashier's check or to provide an additional Security Deposit, shall be a default hereunder.

14. Landlord's Right to Cure Default; Payments by Tenant. If Tenant shall fail to perform any of its obligations under this Lease, Landlord shall have the right to make any such payment or perform any such act on Tenant's behalf without waiving its rights based upon any default of Tenant and without releasing Tenant from any obligations hereunder. Tenant shall reimburse Landlord for the cost of such performance upon demand.

15. Condemnation. If the Premises or the Complex are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "Condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs, except with respect to a temporary taking lasting less than ninety (90) days in which case Tenant's rent will be proportionately abated but the Lease shall continue in full force and effect. Any award for the taking of all or any part of the Premises or the Complex under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold, for good will, for the taking of the fee, as severance damages, or as damages for tenant improvements; provided, however, that Tenant shall be entitled to any separate award for loss of or damage to Tenant's removable personal property and for moving expenses.

16. Broker's Fee. Tenant and Landlord each represent and warrant to the other that neither has had any dealings or entered into any agreements with any person, entity, broker or finder other than the persons, if any, listed in Section 1, in connection with the negotiation of this Lease, and no other broker, person, or entity is entitled to any commission or finder's fee in connection with the negotiation of this Lease, and Tenant and Landlord each agree to indemnify, defend and hold the other harmless from and against any claims, damages, costs, expenses, attorneys' fees or

liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings, actions or agreements of the indemnifying party.

17. Subordination; Estoppel Certificates; Financial Statements.

17.1 Subordination. This Lease shall be subject and subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the Complex and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof including, without limitation, that certain Mortgage and Security Agreement in favor of TotalBank, a Florida banking corporation, dated August 16, 2013, as modified and amended. At the request of any mortgagee, trustee or ground lessor, Tenant shall attorn to such person or entity. If any mortgagee, trustee or ground lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof. In the event of the foreclosure of a security device, the new owner shall not (a) be liable for any act or omission of any prior landlord or with respect to events occurring prior to its acquisition of title, (b) be liable for the breach of this Lease by any prior landlord, (c) be subject to any offsets or defenses which Tenant may have against the prior landlord or (d) be liable to Tenant for the return of its security deposit.

Tenant agrees to execute and acknowledge any documents Landlord reasonably requests that Tenant execute to effectuate an attornment, a subordination, or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be. Tenant's failure to execute such documents within ten (10) days after written demand shall constitute a default by Tenant hereunder or, at Landlord's option, Landlord shall have the right to execute such documents on behalf of Tenant as Tenant's attorney-in-fact. Tenant does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead, to execute such documents in accordance with this Section 17.

Notwithstanding anything to the contrary contained herein, Landlord agrees to utilize its good faith efforts to cause the holder of any existing mortgage to execute a non-disturbance agreement in favor of Tenant utilizing such mortgagee's standard form.

17.2 Estoppel Certificates. Each party to this Lease shall from time to time, upon not less than ten (10) days' prior written notice from the other party, execute, acknowledge and deliver to the requesting party a statement in writing certifying such information as the requesting party may reasonably request including, but not limited to, the following (the party making the request shall be referred to as the "Requesting Party" and the party from whom the information is requested shall be referred to as the "Answering Party"): (a) that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) (b) the date to which the Base Rent and other charges are paid in advance and the amounts so payable, (c) that there are not, to Answering Party's knowledge, any uncured defaults or unfulfilled obligations on the part of Requesting Party, or specifying such defaults or unfulfilled obligations, if any are claimed, (d) that all tenant improvements to be constructed by Landlord, if any, have been completed in accordance with

Landlord's obligations and (e) that Tenant has taken possession of the Premises. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Complex. At Landlord's option, the failure of Tenant to deliver such statement within such time shall constitute a material default of Tenant hereunder, or it shall be conclusive upon Tenant that (a) this Lease is in full force and effect, without modification except as may be represented by Landlord, (b) there are no uncured defaults in Landlord's performance, (c) not more than one month's Base Rent has been paid in advance, (d) all tenant improvements to be constructed by Landlord, if any, have been completed in accordance with Landlord's obligations and (e) Tenant has taken possession of the Premises.

17.3 Financial Statements. From time to time, at Landlord's request, Tenant shall cause the following financial information to be delivered to Landlord, at Tenant's sole cost and expense: (a) a current financial statement for Tenant and Tenant's financial statements for the previous two accounting years, (b) a current financial statement for any guarantor(s) of this Lease and the guarantor's financial statements for the previous two accounting years and (c) such other financial information pertaining to Tenant or any guarantor as Landlord or any lender or purchaser of Landlord may reasonably request.

18. Landlord's Liability. Landlord shall have the right to transfer all or any portion of its interest in the Complex and to assign this Lease to the transferee. Upon transfer, Landlord shall automatically be released from all further liability under this Lease; and Tenant hereby agrees to look solely to Landlord's transferee for the performance of Landlord's obligations hereunder after the date of the transfer. Upon such a transfer, Landlord shall, at its option, return Tenant's Security Deposit to Tenant or transfer Tenant's Security Deposit to Landlord's transferee and, in either event, Landlord shall have no further liability to Tenant for the return of its Security Deposit. Subject to the rights of any lender holding a mortgage or deed of trust encumbering all or part of the Complex, Tenant agrees to look solely to Landlord's equity interest in the Complex for the collection of any judgment requiring the payment of money by Landlord arising out of (a) Landlord's failure to perform its obligations under this Lease or (b) the negligence or willful misconduct of Landlord, its partners, employees and agents. No other property or assets of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of any judgment or writ obtained by Tenant against Landlord. No partner, employee or agent of Landlord shall be personally liable for the performance of Landlord's obligations hereunder or be named as a party in any lawsuit arising out of or related to, directly or indirectly, this Lease and the obligations of Landlord hereunder. The obligations under this Lease do not constitute personal obligations of the individual partners of Landlord and Tenant shall not seek recourse against the individual partners of Landlord or their assets. In no event shall Landlord be liable to Tenant for consequential or punitive damages.

19. Indemnity. Tenant hereby agrees to indemnify, defend and hold harmless Landlord and its employees, partners, agents, contractors, lenders and ground lessors (said persons and entities are hereinafter collectively referred to as the "Indemnified Parties") from and against any and all liability, loss, cost, damage, claims, loss of rents, liens, judgments, penalties, fines, settlement costs, investigation costs, cost of consultants and experts, attorneys fees, court costs and other legal expenses, effects of environmental contamination, cost of environmental testing, removal, remediation and/or abatement of Hazardous Materials (as said term are defined below), insurance policy deductibles and other expenses (hereinafter collectively referred to as "Damages") arising

out of or related to an Indemnified Matter (as defined below). For purposes of this Section, an "Indemnified Matter" shall mean any matter for which one or more of the Indemnified Parties incurs liability or Damages if the liability or Damages arise out of or involve, directly or indirectly, (a) Tenant's or its employees', agents', contractors' or invitees' (all of said persons or entities are hereinafter collectively referred to as "Tenant Parties") use or occupancy of the Premises or the Complex, (b) any act, omission or neglect of a Tenant Party, (c) Tenant's failure to perform any of its obligations under the Lease, (d) the existence, use or disposal of any Hazardous Material brought on to the Complex by a Tenant Party or (e) any other matters for which Tenant has agreed to indemnify Landlord pursuant to any other provision of this Lease. This indemnity is intended to apply to the fullest extent permitted by applicable law. Tenant's obligations under this Section shall survive the expiration or termination of this Lease unless specifically waived in writing by Landlord after said expiration or termination.

20. Exemption of Landlord from Liability. Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for loss of or damage to Tenant's Property, Tenant's employees, agents, contractors or invitees, or any other person in or about the Complex, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents, contractors or invitees, whether such damage or injury is caused by or results from any cause whatsoever including, but not limited to, theft, criminal activity at the Complex, negligent security measures, bombings or bomb scares, Hazardous Materials, fire, steam, electricity, gas, water or rain, flooding, breakage of pipes, sprinklers, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Premises or upon other portions of the Complex, or from other sources or places, or from new construction or the repair, alteration or improvement of any part of the Complex, unless the cause of the damage or injury arises out of Landlord's or its employees', agents' or contractors' grossly negligent or intentional acts. Landlord shall not be liable for any damages arising from any act or neglect of any employees, agents, contractors or invitees of any other tenant, occupant or user of the Complex, nor from the failure of Landlord to enforce the provisions of the lease of any other tenant of the Complex. Tenant, as a material part of the consideration to Landlord hereunder, hereby assumes all risk of damage to Tenant's Property or business or injury to persons in, upon or about the Complex arising from any cause, excluding Landlord's gross negligence or the gross negligence of its employees, agents or contractors, and Tenant hereby waives all claims in respect thereof against Landlord, its employees, agents and contractors.

21. Hazardous Material.

21.1 Indemnity; Duty to Inform Landlord. Tenant shall not cause or permit any Hazardous Material (as defined hereinafter) to be brought, kept or used in or about the Premises or the Complex by Tenant, its agents, employees, contractors, or invitees. Tenant hereby agrees to indemnify Landlord from and against any breach by Tenant of the obligations stated in the preceding sentence, and agrees to defend and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Complex, damages for the loss or restriction or use of rentable space or of any amenity of the Complex, damages arising from any adverse impact on marketing of space in the Complex, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term of this Lease as result of such breach. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection

with any investigation of site conditions and any cleanup, remedial removal, or restoration work required due to the presence of Hazardous Material. If Tenant knows, or has reasonable cause to believe, that a Hazardous Substance, or a condition involving or resulting from same, has come to be located in, on or under or about the Premises or the Complex, Tenant shall immediately give written notice of such fact to Landlord. Tenant shall also immediately give Landlord (without demand by Landlord) a copy of any statement, report, notice, registration, application, permit, license, given to or received from, any governmental authority or private party, or persons entering or occupying the Premises, concerning the presence, spill, release, discharge of or exposure to, any Hazardous Substance or contamination in, on or about the Premises or the Complex. Landlord shall indemnify and hold Tenant harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses incurred by Tenant, its officers and employees as a result of the presence of Hazardous Materials within the Premises prior to the Effective Date. Additionally, Landlord shall be responsible for any Hazardous Materials brought into the Premises by Landlord after the Effective Date and Rent shall be abated to the extent that the Hazardous Materials brought into the Premises by Landlord cause the operations of the Tenant to be suspended, as determined by a court of competent jurisdiction. Notwithstanding the foregoing, Tenant may bring onto the Premises a de minimis amount of Hazardous Materials if it is strictly required for the Permitted Use. However, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Complex, damages for the loss or restriction or use of rentable space or of any amenity of the Complex, damages arising from any adverse impact on marketing of space in the Complex, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term of this Lease as result of the use of such de minimis Hazardous Materials. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions and any cleanup, remedial removal, or restoration work required due to the presence of Hazardous Material. The provisions of this Section 21 shall survive the termination of the Lease.

21.2 Definition and Consent. The term "Hazardous Substance" or "Hazardous Materials" as used in this Lease shall mean any hazardous substance, hazardous waste, infectious waste, or toxic substance, product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or affect, either by itself or in combination with other materials expected to be on the Premises, is either: (a) potentially injurious to the public health, safety or welfare, the environment or the Premises, (b) regulated or monitored by any governmental entity, (c) a basis for liability of Landlord to any governmental entity or third party under any federal, state or local statute or common law theory or (d) defined as a hazardous material or substance by any federal, state or local law or regulation. Tenant shall not cause or permit any Hazardous Substance to be brought, kept, or used in or about the Premises or the Complex by Tenant, its agents, employees, contractors or invitees.

21.3 Inspection; Compliance. Landlord and Landlord's employees, agent, contractors and lenders shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Premises and for verifying compliance by Tenant with this Section 21. Landlord shall have the right to employ experts and/or consultants in connection with its examination of the Premises and with respect to

the installation, operation, use, monitoring, maintenance, or removal of any Hazardous Substance on or from the Premises. The costs and expenses of any such inspections shall be paid by the party requesting same, unless a contamination, caused or materially contributed to by Tenant, is found to exist or be imminent, or unless the inspection is requested or ordered by governmental authority as the result of any such existing or imminent violation or contamination. In any such case, Tenant shall upon request reimburse Landlord for the cost and expenses of such inspection.

22. Force Majeure. Landlord will not be deemed in default or have liability to Tenant, nor will Tenant have any right to terminate this Lease or abate rent or assert a claim of partial or constructive eviction, because of Landlord's failure to perform any of its obligations under this Lease if the failure is due in part or in full to reasons beyond Landlord's reasonable control. Such reasons will include but not be limited to: fire, earthquake, weather delays or other acts of God, strikes, boycotts, war, terrorism, bio-terrorism, riot, insurrection, embargoes, shortages of equipment, labor or materials, utility failure or defect, delays in issuance of any necessary governmental permit or approval (including building permits and certificates of occupancy), any governmental preemption in connection with a national emergency or any other cause, whether similar or dissimilar, which is beyond the reasonable control of Landlord (each, hereinafter, a "Force Majeure Event"). If this Lease specifies a time period for performance of an obligation by Landlord, that time period will be extended by the period of any delay in Landlord's performance caused by the Force Majeure Event.

23. Landlord's Rights.

23.1 Landlord Reservations. Landlord shall have the right: (a) to change the name and address of the Complex or Building upon not less than ninety (90) days prior written notice; (b) to provide and install Building standard graphics on or near the door of the Premises and such portions of the Common Areas as Landlord shall determine, in Landlord's sole discretion; (c) to permit any tenant the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and (d) to place signs, notices or displays upon the roof, interior, exterior or Common Areas of the Complex. Tenant shall not permit anyone to go upon the roof of the Building, except in an emergency or in order for Tenant to perform its maintenance, repair, or other obligations under this Lease. Landlord reserves the right to use the exterior walls of the Premises, and the area beneath, adjacent to and above the Premises, together with the right to install, use, maintain and replace equipment, machinery, pipes, conduits and wiring through the Premises, which serve other parts of the Complex, provided that Landlord's use does not unreasonably interfere with Tenant's use of the Premises. Landlord reserves to itself the right, from time to time, to grant such easements, rights and dedications that Landlord deems necessary or desirable, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Tenant. Tenant shall sign any of the aforementioned documents within ten (10) days after Landlord's request and Tenant's failure to do so shall constitute a default by Tenant. The obstruction of Tenant's view, air, or light by any structure erected in the vicinity of the Complex, whether by Landlord or third parties, shall in no way affect this Lease or impose any liability upon Landlord.

23.2 Landlord's Access. Landlord and Landlord's agents, contractors and employees shall have the right to enter the Premises at reasonable times upon reasonable notice to Tenant for

the purpose of inspecting the Premises, performing any services required of Landlord, showing the Premises to prospective purchasers, lenders, or tenants, undertaking safety measures and making alterations, repairs, improvements or additions to the Premises or to the Complex. Landlord shall use reasonable efforts not to interfere with the Tenant's operations during such entrances. In the event of an emergency, Landlord may gain access to the Premises by any reasonable means, and Landlord shall not be liable to Tenant for damage to the Premises or to Tenant's Property resulting from such access. Landlord shall have the right to retain keys to the locks on the entry doors to the Premises and all interior doors at the Premises. At Landlord's option, Landlord may require Tenant to obtain all keys to door locks at the Premises from Landlord's engineering staff or Landlord's locksmith and to only use Landlord's engineering staff or Landlord's locksmith to change locks at the Premises. Tenant shall pay Landlord's or its locksmith's standard charge for all keys and other services obtained from Landlord's engineering staff or locksmith.

24. Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration or earlier termination of the term hereof with Landlord's consent, such occupancy shall be a tenancy from month to month upon all the terms and conditions of this Lease pertaining to the obligations of Tenant, except that the Base Rent payable shall be two hundred percent (200%) of the Base Rent payable immediately preceding the termination date of this Lease, and all options granted to Tenant hereunder, if any, shall be deemed terminated and be of no further effect. If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term hereof without Landlord's consent, Tenant shall, at Landlord's option, be treated as a tenant at sufferance or a trespasser. Nothing contained herein shall be construed to constitute Landlord's consent to Tenant holding over at the expiration or earlier termination of the Term of the Lease. Tenant hereby agrees to indemnify, hold harmless and defend Landlord from any cost, loss, claim or liability (including attorneys' fees) Landlord may incur as a result of Tenant's failure to surrender possession of the Premises to Landlord upon the termination of this Lease.

Security. Tenant hereby acknowledges that Landlord shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the Premises or the Complex, and Landlord shall have no liability to Tenant due to its failure to provide such services. Tenant assumes all responsibility for the protection of Tenant, its agents, employees, contractors and invitees and the property of Tenant and of Tenant's agents, employees, contractors and invitees from acts of third parties. Nothing herein contained shall prevent Landlord, at Landlord's sole option, from implementing security measures for the Complex or any part thereof, in which event Tenant shall participate in such security measures and the cost thereof shall be included within the definition of Operating Expenses, and Landlord shall have no liability to Tenant and its agents, employees, contractors and invitees arising out of Landlord's negligent provision of security measures. Landlord shall have the right, but not the obligation, to require all persons entering or leaving the Complex to identify themselves to a security guard and to reasonably establish that such person should be permitted access to the Complex.

25. Signs. Awnings. and Canopies. Tenant will not place or maintain, nor suffer to be placed or maintained, on the exterior of any door, wall or window of the Premises any sign, awning, canopy, advertising matter or other thing of any kind, and will not place or maintain any exterior lighting, or protruding object or decoration, sign, lettering or advertising matter on the glass of any window or door of the Premises, without first obtaining Landlord's written consent (which consent

may be granted or withheld in Landlord's reasonable discretion). All signage must be prepared by professionals and Tenant agrees to maintain such signage and any other awning, canopy, decoration, lettering, advertising matter or other thing installed by Tenant under this Section in first class condition and repair at all times and in compliance with all applicable Laws, recorded restrictions, and the Rules and Regulations. Tenant shall remove all signs owned by it upon the expiration or termination of this Lease, and Tenant shall repair any damage caused by such removal. Landlord shall be entitled to temporarily remove any sign of Tenant in order to accomplish re-painting, remodeling or other work desired to be performed by Landlord; provided, however, that any such repainting, remodeling or other work shall be accomplished in such manner so as to limit as much as practicable the amount of time that the sign is removed.

26. Notices. All notices required or permitted by this Lease shall be in writing and shall be delivered (a) by hand, (b) by U.S. Postal Service certified mail, return receipt requested, (c) by U.S. Postal Service Express Mail, Federal Express or other overnight courier, or (d) via email, and shall be deemed sufficiently given if served in a manner specified in this Section. Any notice hereunder shall be deemed personally delivered to Tenant on the date the notice is personally delivered to any employee of Tenant at the Premises. The addresses set forth in Section 1 of this Lease shall be the address of each party for notice purposes. Landlord or Tenant may by written notice to the other specify a different address or addresses for notices purposes, except that upon Tenant's taking possession of the Premises, the Premises shall constitute Tenant's address for the purpose of mailing or delivering notices to Tenant. Any notice sent by certified mail, return receipt requested, shall be deemed given three (3) days after deposited with the U.S. Postal Service. Notices delivered by U.S. Express Mail, Federal Express or other courier shall be deemed given on the date delivered by the carrier to the appropriate party's address for notice purposes. Notices delivered by email shall be deemed delivered the day sent, if during or prior to normal business hours, or the day after sent if after business hours (unless an automated rejection is received by the sender in either case). If notice is received on Saturday, Sunday or a legal holiday, it shall be deemed received on the next business day. Nothing contained herein shall be construed to limit Landlord's right to serve any notice to pay rent or quit or similar notice by any method permitted by applicable law, and any such notice shall be effective if served in accordance with any method permitted by applicable law whether or not the requirements of this Section have been met. Tenant hereby elects domicile at the Premises for the purpose of service of all notices, writs of summons or other legal documents or process in any suit, action or proceeding which Landlord or any mortgagee may undertake under this Lease. Notice from Landlord may be given to Tenant by Landlord or Landlord's agent or attorney.

27. Miscellaneous.

27.1 Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

27.2 Time of Essence. Time is of the essence with respect to each of the obligations to be performed by Tenant and Landlord under this Lease.

27.3 Incorporation of Prior Agreements. This Lease and the attachments listed in Section 1 contain all agreements of the parties with respect to the lease of the Premises and any other matter mentioned herein. No prior or contemporaneous agreement or understanding

pertaining to any such matter shall be effective. Except as otherwise stated in this Lease, Tenant hereby acknowledges that no real estate broker nor Landlord or any employee or agents of any of said persons has made any oral or written warranties or representations to Tenant concerning the condition or use by Tenant of the Premises or the Complex or concerning any other matter addressed by this Lease.

27.4 Waivers. No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No acceptance by Landlord of partial payment of any sum due from Tenant shall be deemed a waiver by Landlord of its right to receive the full amount due, nor shall any endorsement or statement on any check or accompanying letter from Tenant be deemed an accord and satisfaction. Tenant hereby waives for Tenant and all those claiming under Tenant all rights now or hereafter existing to redeem by order or judgment of any court or by legal process or writ, Tenant's right of occupancy of the Premises after any termination of this Lease. This Lease shall be construed as though the covenants contained herein are independent and not dependent and Tenant hereby waives the benefit of any statute to the contrary. All provisions of this Lease to be observed or performed by Tenant are both covenants and conditions.

27.5 Amendments. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

27.6 Binding Effect; Choice of Law; Conflict. Subject to any provision hereof restricting assignment or subletting by Tenant, this Lease shall bind the parties, their heirs, personal representatives, successors and assigns. This Lease shall be governed by the laws of the state in which the Complex is located and any litigation concerning this Lease between the parties hereto shall be initiated in the county in which the Complex is located. Except as otherwise provided herein to the contrary, any conflict between the printed provisions, exhibits, addenda or riders of this Lease and the typewritten or handwritten provisions, if any, shall be controlled by the typewritten or handwritten provisions.

27.7 Attorneys' Fees. If Landlord or Tenant brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, or appeal thereon, shall be entitled to its reasonable attorneys' fees and court costs to be paid by the losing party as fixed by the court in the same or separate suit, and whether or not such action is pursued to decision or judgment. The attorneys' fee award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees and court costs reasonably incurred in good faith. Landlord shall be entitled to reasonable attorneys' fees and all other costs and expenses incurred in the preparation and service of notices of default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such default. Landlord and Tenant agree that attorneys' fees incurred with respect to defaults and bankruptcy are actual pecuniary losses within the meaning of Section 365(b)(1)(B) of the Bankruptcy Code or any successor statute.

27.8 Auctions. Tenant shall not conduct, nor permit to be conducted, either voluntarily or involuntarily, any auction upon the Premises or the Common Areas. The holding of any auction on the Premises or Common Areas in violation of this Section 27.8 shall constitute a material default hereunder.

27.9 Merger; Relationship of Parties. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, or a termination by Landlord, shall not result in the merger of Landlord's and Tenant's estates, and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Landlord and Tenant.

27.10 Quiet Possession. Subject to the other terms and conditions of this Lease, and the rights of any lender, and provided Tenant is not in default hereunder, Tenant shall have quiet possession of the Premises for the entire Term hereof, subject to all of the provisions of this Lease.

27.11 Authority; Multiple Parties. If Tenant is a corporation, trust, general or limited partnership, or other entity, Tenant, and each individual executing this Lease on behalf of such entity, represents and warrants that such individual is duly authorized to execute and deliver this Lease on behalf of said entity, that said entity is duly authorized to enter into this Lease, and that this Lease is enforceable against said entity in accordance with its terms. If Tenant is a corporation, trust or partnership, Tenant shall deliver to Landlord upon demand evidence of such authority satisfactory to Landlord. If more than one person or entity is named as Tenant herein, the obligations of Tenant shall be the joint and several responsibility of all persons or entities named herein as Tenant. Service of a notice in accordance with Section 26 on one Tenant shall be deemed service of notice on all Tenants.

27.12 Interpretation. This Lease shall be interpreted as if it was prepared by both parties and ambiguities shall not be resolved in favor of Tenant because all or a portion of this Lease was prepared by Landlord. The captions contained in this Lease are for convenience only and shall not be deemed to limit or alter the meaning of this Lease. As used in this Lease the words tenant and landlord include the plural as well as the singular. Words used in the neuter gender include the masculine and feminine gender. The deletion of any printed, typed or other portion of this Lease shall not evidence the parties' intention to contradict such deleted portion. Such deleted portion shall be deemed not to have been inserted in this Lease.

27.13 Prohibition Against Recording. Neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded by Tenant or by anyone acting through, under or on behalf of Tenant. Landlord shall have the right to record a memorandum of this Lease, and Tenant shall execute, acknowledge and deliver to Landlord for recording any memorandum prepared by Landlord.

27.14 Rules and Regulations. Tenant agrees to abide by and conform to the Rules and to cause its employees, suppliers, customers and invitees to so abide and conform. Landlord shall have the right, from time to time, to modify, amend and enforce the Rules. Landlord shall not be responsible to Tenant for the failure of other persons including, but not limited to, other tenants,

their agents, employees and invitees to comply with the Rules. Landlord represents and warrants that it has no knowledge of any violation of the Rules as of the Effective Date.

27.15 Security Interest. In consideration of the covenants and agreements contained herein, and as a material consideration to Landlord for entering into this Lease, Tenant hereby unconditionally grants to Landlord a continuing security interest in and to all personal property of Tenant located or left at the Premises and the Security Deposit, if any, and any advance rent payment or other deposit, now in or hereafter delivered to or coming into the possession, custody or control of Landlord, by or for the account of Tenant, together with any increase in profits or proceeds from such property. The security interest granted to Landlord hereunder secures payment and performance of all obligations of Tenant under this Lease now or hereafter arising or existing, whether direct or indirect, absolute or contingent, or due or to become due. In the event of a default under this Lease which is not cured within the applicable grace period, if any, Landlord is and shall be entitled to all the rights, powers and remedies granted a secured party under the State of Florida Commercial Code and otherwise available at law or in equity, including, but not limited to, the right to retain as damages the personal property, Security Deposit and other funds held by Landlord, without additional notice or demand regarding this security interest. Tenant agrees that it will execute such other documents or instruments as may be reasonably necessary to carry out and effectuate the purpose and terms of this Section, or as otherwise reasonably requested by Landlord, including without limitation, authorization of a UCC-1 financing statement. Tenant's failure to execute such documents within ten (10) days after written demand shall constitute a material default by Tenant hereunder. Tenant hereby waives any rights it may have under the State of Florida Statutes which are inconsistent with Landlord's rights under this Section. Landlord's rights under this Section are in addition to Landlord's rights under Sections 5 and 13.

27.16 Attachments. The items listed in Section 1 are a part of this Lease and are incorporated herein by this reference.

27.17 Confidentiality. Tenant acknowledges and agrees that the terms of this Lease are confidential and constitute proprietary information of Landlord. Disclosure of the terms hereof could adversely affect the ability of Landlord to negotiate other leases with respect to the Complex and may impair Landlord's relationship with other tenants of the Complex. Tenant agrees that it and its partners, officers, directors, employees, brokers, and attorneys, if any, shall not disclose the terms and conditions of this Lease to any other person or entity without the prior written consent of Landlord which may be given or withheld by Landlord, in Landlord's sole discretion. It is understood and agreed that damages alone would be an inadequate remedy for the breach of this provision by Tenant, and Landlord shall also have the right to seek specific performance of this provision and to seek injunctive relief to prevent its breach or continued breach. Landlord agrees not to disclose the materials terms of this Lease to any other person or entity, except for it partners, officers, directors, employees, brokers, attorneys, lenders and prospective lenders.

27.18 Construction Liens. Tenant shall make no alterations or improvements to the Premises without written consent of Landlord, which consent shall be granted or denied in Landlord's sole discretion. All alterations or improvements in and to the Premises made with or without consent shall, unless otherwise provided by written agreement between the parties hereto, become the property of the Landlord and shall remain upon the Premises at the sole discretion of Landlord. Any unauthorized alterations or improvements are subject to removal by Landlord and

all costs associated therewith will be charged to the Tenant and be payable upon demand. The following notice is given pursuant to Florida Statute §713.10:

> THE INTEREST OF LANDLORD IN THE PROPERTY SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS TO THE PROPERTY MADE BY TENANT, NOTWITHSTANDING ANY APPROVAL BY LANDLORD OF ANY CONTRACT(S) WITH ANY CONTRACTOR(S), AND/OR LANDLORD'S APPROVAL OF ANY SUCH IMPROVEMENT(S) AND/OR PLANS. PRIOR TO ENTERING INTO ANY CONTRACT FOR THE CONSTRUCTION OF ANY ALTERATION OR IMPROVEMENT, TENANT SHALL NOTIFY THE CONTRACTOR MAKING IMPROVEMENTS TO THE PREMISES, THE BUILDING AND/OR THE LAND OF THE FOREGOING PROVISION, AND TENANT'S KNOWING OR WILLFUL FAILURE TO PROVIDE SUCH NOTICE TO THE CONTRACTOR SHALL RENDER THE CONTRACT BETWEEN TENANT AND THE CONTRACTOR VOIDABLE AT THE OPTION OF THE CONTRACTOR.

28. OFAC Certification.

28.1 Tenant certifies that: (i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation.

28.2 Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

29. RADON DISCLOSURE. Tenant is hereby advised that radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. The foregoing disclosure is provided to comply with state law and is for informational purposes only. Landlord has not conducted radon testing with respect to the Building and specifically disclaims any and all representations and warranties as to the absence of radon gas or radon producing conditions in connection with the Building and the Premises.

30. WAIVER OF JURY TRIAL. LANDLORD AND TENANT HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING AND/OR HEARING BROUGHT BY EITHER LANDLORD AGAINST TENANT OR TENANT AGAINST LANDLORD ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF

INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT.

LANDLORD AND TENANT ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS LEASE, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES. TENANT ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO HAVE THIS LEASE REVIEWED BY ITS LEGAL COUNSEL PRIOR TO ITS EXECUTION. PREPARATION OF THIS LEASE BY LANDLORD OR LANDLORD'S AGENT AND SUBMISSION OF SAME TO TENANT SHALL NOT BE DEEMED AN OFFER BY LANDLORD TO LEASE THE PREMISES TO TENANT OR THE GRANT OF AN OPTION TO TENANT TO LEASE THE PREMISES. THIS LEASE SHALL BECOME BINDING UPON LANDLORD AND TENANT ONLY WHEN FULLY EXECUTED BY BOTH PARTIES.

34. **OPTION TO RENEW.** Provided no default exists, after applicable notice and cure period, and Tenant is occupying the entire Premises at the time of such election, Tenant may renew this Lease for an additional period of ten (10) years (the "**Extension Term**") on the same terms provided in this Lease (except as set forth below), by delivering written notice (the "**Renewal Notice**") of the exercise thereof to Landlord not later than eight (8) months prior to the expiration of the initial Term. Upon Tenant's timely notice of the exercise of the option to renew for the Extension Term, the Lease shall be extended on the same terms provided in this Lease, except as follows:

(i) The Base Rent payable during the first year of such Extension Term shall be the greater of the market rent that Landlord could charge a replacement, third-party tenant, or 103.5% of the Base Rent that was payable during the last year of the Term and shall increase by 3.5% on each anniversary of the commencement date of the Extension Term; and

(ii) Landlord shall lease to Tenant the Premises in their then current condition, and Landlord shall not provide to Tenant any allowances (e.g., moving allowance, construction allowance, tenant improvements allowance and the like) or other tenant inducements.

Tenant's right to extend the term of this Lease for the Extension Term shall terminate if (i) this Lease or Tenant's right to possession of the Premises is terminated, or (ii) Tenant fails to timely exercise its option under this Section 34. for the Extension Term, time being of the essence with respect to Tenant's exercise thereof.

35. **EXECUTION; COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Lease may be executed in two or more counterpart copies and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and

the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. In addition, Landlord and Tenant further acknowledge and agree that notwithstanding any law or presumption to the contrary, it is the express intention of Landlord and Tenant that an electronic or telefaxed signature of either party or of any witness on this Lease shall be deemed valid and binding as if the same were an original ink signature of such party or witness on this Lease and shall be admissible in any proceeding by either party against the other as if the same were an original ink signature on this Lease.

[SIGNATURE PAGE FOLLOWS]

WITNESSES:

Print Name: Giselle Fernandez

Print Name: Brenda L. Rodriguez

LANDLORD:

1600 LENOX, LLC, a Florida limited liability company

By: _____
John Kunkel, Manager

Date: October 19, 2017

TENANT:

SOUTHERN OPERATIONS, LLC, a Florida limited liability company

By: _____
John Kunkel, Manager

Date: October 19, 2017

Print Name: Giselle Fernandez

Print Name: Brenda L. Rodriguez

EXHIBIT A

Sketch of Premises

The Premises' location within the Complex is depicted by diagonally lined area below:

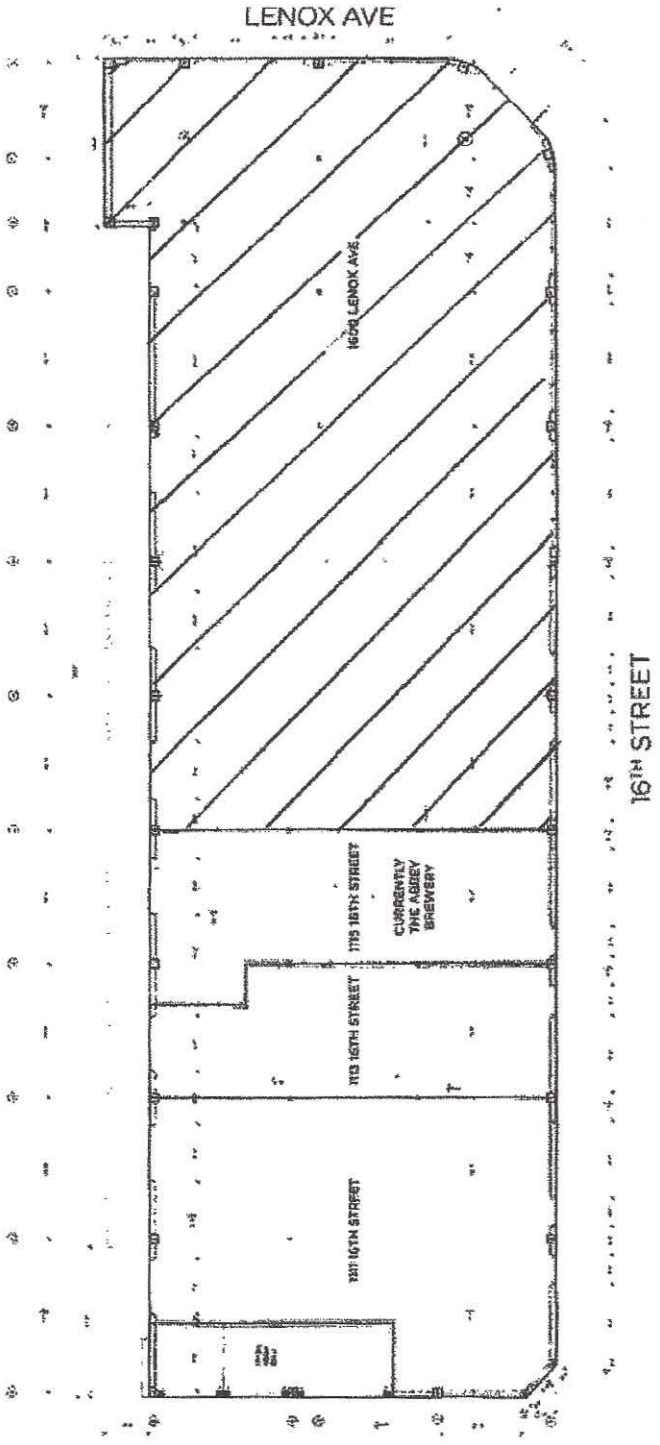


EXHIBIT B

Rules and Regulations

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, and halls shall not be obstructed or encumbered by any Tenant or used for any purpose other than ingress and egress to and from the Premises.

2. All carrying in or out of any safes, freight, furniture or bulky or heavy matter of any description (including any occupant moving into or out of the Building) must take place during the hours which the Landlord or its agent may determine from time to time. All such movement shall be under the supervision of Landlord and be conducted in the manner agreed between Tenant and Landlord by pre-arrangement at least 48 hours before performance, and Tenant shall be required to obtain the approval by Landlord of the time, method, and routing of movement and limitations imposed by safety or other concerns which may prohibit or limit the times that any article, equipment or any other item from being brought into or out of the building. Landlord reserves the right to require the scheduling of the foregoing on weekends or after normal business hours and limit the use of any elevator for such purpose. Landlord reserves the right to prescribe the weight and position of all safes and other heavy articles. Any damage done to the Building or to other Tenants or to other persons in bringing in or removing safes, furniture or other bulky or heavy articles shall be paid for by the Tenant.

3. Tenant will refer all contractors, contractors' representatives and installation technicians rendering any service on or to the Premises to Landlord for Landlord's approval and supervision before performance of any contractual service. This provision shall apply to all work performed in the Building, including installation of telephones, telegraph equipment, electrical devices and attachments, and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building.

4. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside of the Premises or Building or on the inside of the Premises if the same can be seen from the outside of the Premises without the prior written consent of Landlord or as otherwise permitted under the Lease. There shall be no obligation or duty on Landlord to allow any sign, advertisement, notice or other lettering except as expressly set forth in the Lease between Landlord and Tenant. In the event of a violation of the foregoing, Landlord may remove same without notice and without any liability and may charge the expense incurred by such removal to the tenant or tenants violating this rule.

5. No furniture or other personal property shall be placed outside of any tenant's premises (including, without limitation, outside of the Building or in any Common Areas) without the prior written consent of Landlord. In the event of a violation of the foregoing, Landlord shall have the right to remove such furniture or other personal property without notice to and at the expense of the violating tenant.

6. Tenant shall not do or permit anything to be done in the Premises or at the Complex, or bring onto or keep anything therein, which would in any way increase the rate of fire insurance on the Building or any property kept therein, or obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or conflict with any laws relating to fire, or with any regulations of the fire department or any governmental body, or with any insurance policy upon the Complex or any part thereof, or conflict with any rules or ordinances of any governing bodies.

7. Subject to any contrary express provisions of the Lease, Landlord shall have the right to retain a passkey and to enter the Premises at any time, to examine same, to make such alterations and repairs as may be deemed necessary, or to exhibit same to prospective lenders, purchasers, tenants and others during normal business hours.

8. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any Tenant, nor shall any changes be made in existing locks or the mechanism thereof. Tenant must, upon the termination of its tenancy deliver to the Landlord all keys and passcards furnished to, or otherwise procured by, Tenant and provide to Landlord all security codes and combinations, if any, relating to the Building, the Premises or any safes or vaults located therein. Tenant shall pay to the Landlord the cost of any lost keys or to change any security codes or combinations.

9. No awnings, projections or other property shall be attached to the outside walls of the Building without the prior written consent of Landlord. No curtains, blinds, shades, or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord. Such awnings, projections, curtains, blinds, shades, screens or other fixtures must be of a quality, type, design, and color, and attached in the manner approved by Landlord.

10. No windows or other openings that reflect or admit light and/or air into the halls, passageways or other places in the Building shall be covered or obstructed by any Tenant. No materials shall be placed in the corridors or vestibules nor shall any articles obstruct any air conditioning supply or exhaust vent.

11. The water closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures by Tenant, its servants, employees, agents, or licensees shall be borne by Tenant.

12. Tenant shall not mark, paint, drill into, or in any way deface or damage any part of the Building, Premises or the Complex and shall be responsible for any such action taken by any of its employees, invitees, guests or other persons on the Complex with the consent or acquiescence of Tenant. No boring, cutting, or stringing of wires shall be permitted, except with the prior written consent of Landlord.

13. No person occupying or using the Premises shall disturb the occupants of the Building or neighboring buildings or properties or those having business with them by the use of any

loud, unseemly or disturbing noises, by the operation of any machinery or equipment, or in any other way.

14. Nothing shall be thrown out of the windows or off or out of the Building or down the stairways or other passageways.

15. No Tenant shall at any time bring or keep upon the Premises or permit to be brought upon or kept on the Complex any inflammable, combustible, or explosive fluid, chemical, or substance.

16. No unusual or objectionable odors shall be produced upon or permeate from the Premises (ordinary and reasonable food preparation and service odors are deemed not to be offensive).

17. If Tenant requires telegraphic, telephonic, or other communication service, Landlord will direct the electricians, technicians or other installers where and how wires are to be introduced and placed, and none shall be introduced or placed except as Landlord shall direct. Neither Tenant nor Tenant's contractors, representatives or agents (including, but not limited to, electrical repairmen and telephone installers) shall lift, remove or in any way alter or disturb any of the interior ceiling materials of the Premises or the Common Areas, nor shall any of same have any access whatsoever to the area above the interior ceiling of the Premises or the Building except with the prior written consent of Landlord and in accordance with guidelines established by Landlord. No antennas shall be permitted without the prior written consent of Landlord.

18. No portion of the Building shall be used for sleeping quarters nor for any immoral or unlawful purposes, nor shall any nuisance be conducted on the Complex. Tenant shall not conduct any business or itself in any manner that violates any municipal, city, county, state or federal law, ordinance or regulation.

19. All glass, locks and trimmings in or about the doors and windows and all electric fixtures in the Premises shall be kept in good condition and repair and, if Tenant causes any to be broken or removed, Landlord shall have the right to require the same to be repaired or replaced by the Tenant.

20. Tenant agrees that all machines or machinery placed in the Premises by Tenant will be erected and placed so as to prevent any vibration or annoyance to any other Tenants in the Building of which the Premises are a part, and it is agreed that upon written request of Landlord, Tenant will, within ten (10) days after notice, provide approved settings for the absorbing, preventing, or decreasing of noise from any or all machines or machinery placed in the Premises.

21. Employees, contractors or agents of Landlord shall not receive or carry messages for or to any Tenant or other person.

22. Canvassing, soliciting, and peddling at the Complex is prohibited and Tenant shall cooperate to prevent the same.

23. Tenant shall have the use of any common mail collection devices at the Complex, if any, but the Landlord in no way guarantees efficiency thereof and shall not be responsible for any damage or delay which may arise from use thereof.

24. Landlord will not be responsible for lost, stolen, or damaged property, equipment, money, or other personal property from the Complex regardless of whether such loss occurs when the area is locked against entry or not.

25. Tenant shall not litter or dispose of trash or other materials or debris at the Complex, and all garbage, trash and refuse shall be kept and disposed of only in the appropriate containers specified by Landlord.

26. Tenant shall report to Landlord or its management agent any repairs or corrective action that, in either case, are the responsibility of Landlord under the Lease as soon as reasonably practicable after discovery of the need for the repairs or corrective action. Tenant shall report to the local police department and to Landlord or its management company any suspicious persons or criminal activity at the Complex of which the Tenant becomes aware.

27. Tenant shall implement commercially reasonable measures to cause its employees, guests and invitees to comply with these Rules and Regulations.

28. Landlord reserves the right to make such other and further reasonable rules and regulations and to modify the foregoing rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Complex and for the preservation of good order therein and, subject to any limitations provided in the Lease, any such other or further rules and regulations or modifications shall be binding upon the Tenant with the same force and effect as if they had been inserted herein at the time of the execution of the Lease. Violation of any of these Rules and Regulations shall constitute a violation of the Lease.

SCHEDULE 1

GUARANTY OF LEASE

The undersigned **YARDBIRD GROUP LLC**, a Delaware limited liability company, (herein called "Guarantor") hereby unconditionally and irrevocably guarantees to Landlord (a) the due and punctual payment in full (and not merely the collectibility) of all rent and all other amounts due and payable by Tenant under the Lease dated October 19, 2017 by and between **1600 LENOX, LLC**, a Florida limited liability company, as Landlord, and **SOUTHERN OPERATIONS, LLC**, a Florida limited liability company, as Tenant; and (b) the full and faithful performance and observance of all terms, covenants, and conditions contained in said Lease to be performed or observed by Tenant.

Guarantor expressly agrees that Landlord may, in its sole and absolute discretion, without notice to or further consent of Guarantor and without in any way releasing, affecting, or impairing the obligations and liabilities of Guarantor hereunder (a) waive compliance with any of the terms of the Lease; (b) modify, amend, or change any provisions of the Lease by agreement between Tenant and Landlord; (c) grant extensions or renewals of the Lease and/or effect any release, compromise, or settlement in connection therewith; (d) assign or otherwise transfer all or part of its interest in the Premises, or this Guaranty or any interest therein or herein; and (e) consent to an assignment, subletting, conveyance, or other transfer of all or any part of the interest of Tenant in the Lease.

If Tenant holds over beyond the term of the Lease, Guarantor's obligations hereunder shall extend and apply with respect to the full and faithful performance and observance of all of the covenants, terms, and conditions of the Lease and of any such modification thereof. This Guaranty, and all of the terms hereof, shall be binding on Guarantor and the successors, assigns, and legal representatives of Guarantor. Guarantor does not require and hereby waives all notices of Tenant's nonpayment, nonperformance, or nonobservance of the covenants, terms, and conditions of the Lease. Guarantor hereby expressly waives all notices and demands otherwise required by law which Guarantor may lawfully waive.

Insofar as the payment by Tenant of any sums of money to Landlord is involved, this Guaranty is a guaranty of payment and not of collection, and shall remain in full force and effect until payment in full to Landlord of all sums payable under the Lease. Guarantor waives any right to require that Landlord bring any legal action against Tenant before, simultaneously with, or after enforcing its rights and remedies hereunder against Guarantor. Landlord shall not be required to make any demand on Tenant, apply any security deposit being held by Landlord on behalf of Tenant or any other credit in favor of Tenant, or otherwise pursue or exhaust its remedies against Tenant before, simultaneously with, or after enforcing its rights and remedies hereunder against Guarantor. Neither Guarantor's obligation to make payment in accordance with the terms of the Guaranty nor any remedy for the enforcement thereof shall be impaired, modified, released, limited, or affected in any way by any impairment, modification, release, or limitation of the liability of Tenant or its estate in bankruptcy, resulting from (a) the operation of any present or future provision of the Bankruptcy Code of the United States or from the decision of any court interpreting the same; (b) the rejection, or disaffirmance, of the Lease in any such proceedings; or

(c) the assumption and assignment or transfer of the Lease by Tenant or Tenant's bankruptcy trustee.

Guarantor represents and warrants that this Guaranty has been duly authorized by all necessary entity action on Guarantor's part, has been duly executed and delivered by a duly authorized officer, and constitutes Guarantor's valid and legally binding agreement in accordance with its terms. The liability of Guarantor is coextensive with that of Tenant and also joint and several, and legal action may be brought against Guarantor and carried to final judgment either with or without making Tenant a party thereto. Until all of Tenant's obligations under the Lease are fully performed, Guarantor (a) waives any rights that Guarantor may have against Tenant by reason of any one or more payments or acts in compliance with the obligations of Guarantor under this Guaranty; and (b) subordinates any liability of indebtedness of Tenant held by Guarantor to the obligations of Tenant to Landlord under its Lease.

Guarantor waives the benefit of any statute of limitations affecting Guarantor's liability under this Guaranty. This Guaranty shall be governed by and construed in accordance with the laws of the State in which the Premises encumbered by the Lease shall exist. Guarantor hereby consents to the jurisdiction of any competent court within said State and in Landlord's discretion, including, without limitation, Federal courts of the United States. Guarantor hereby waives trial by jury in any action brought on or with respect to this Guaranty. Guarantor agrees to pay all costs and expenses incurred by Landlord in enforcing this Guaranty, including, without limitation, all legal fees and disbursements.

Within seven (7) business days after each request by Landlord is received by Guarantor, Guarantor shall deliver an estoppel certificate to Landlord ("Estoppel Certificate") certifying in writing that this Guaranty remains in full force and effect and such other matters as reasonably requested by Landlord. Each Estoppel Certificate shall be made in favor of Landlord, any mortgagee, any assignee, any purchaser or any other person specified by Landlord.

Guarantor represents and warrants as to itself and its shareholders, partners and members that none of them, nor any of their shareholders, partners or members, is listed in Executive Order 13224-Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism, as amended ("Executive Order 13224"), and none of them has any present, actual knowledge that any other persons or entities holding any legal or beneficial interest whatsoever in each are included in, owned by, controlled by, knowingly acting for or on behalf of, knowingly providing assistance, support, sponsorship, or services of any kind to, or otherwise knowingly associated with any of the persons or entities referred to or described in Executive Order 13224, or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control. Any breach of the foregoing representations and warranties shall constitute an event of default by Guarantor and shall be covered by the indemnity provisions of the Lease.

IN WITNESS WHEREOF, the undersigned has signed this Guaranty this 19 day of October, 2017.

WITNESS AS TO GUARANTOR:

[Signature]

Jessica Mornelli

[Print Name]

[Signature]

Jeffrey F. Ackerman

[Print Name]

GUARANTOR:

YARDBIRD GROUP LLC, a Delaware limited liability company,

By: _____

Name: Marc Cummins

Title: Manager