

AMENDED AND RESTATED INDEMNITY GUARANTY

This AMENDED AND RESTATED INDEMNITY GUARANTY (as the same may be amended, supplemented, or otherwise modified from time to time, this “**Indemnity Guaranty**”) is made as of April 22, 2015, by **Thomas R. Bechard**, an individual with an address of 101 Cyril Magnin Street, San Francisco, California 94102 (“**Bechard**”), **John M. Schmid**, an individual with an address of 243 Chestnut Hill Road, Litchfield, Connecticut 06759 (“**J Schmid**”), **Joseph J. Coppola**, an individual with an address of 20 Timber Lane, Woodbury, Connecticut 06798 (“**Coppola**”) and together with Bechard and J Schmid, each an “**Original Guarantor**” and collectively, the “**Original Guarantors**”), David Schmid, an individual with an address of 4 Old Orchard Way, Tolland, Connecticut 06084 (“**D Schmid**”), and Richard J. Baxter, an individual with an address of 3360 Thompson Crescent, West Vancouver, BC (“**Baxter**”) and together with D Schmid, each a “**Joining Guarantor**” and collectively, the “**Joining Guarantors**”) (the Joining Guarantors together with Original Guarantors, each an “**Indemnity Guarantor**” and collectively, jointly and severally, the “**Indemnity Guarantors**”) for the benefit of **PACIFIC WESTERN BANK**, a California state-chartered bank, as agent (in such capacity, together with its successors and assigns, the “**Agent**”) for itself and the other financial institutions party to the Loan Agreement (as defined below) from time to time (each a “**Lender**” and collectively, the “**Lenders**”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement, dated as of November 1, 2013, by and among Canopy Airport Parking, LLC, a Delaware limited liability company (“**Original Borrower**”), Agent, as successor-in-interest to CapitalSource Bank, and the Lenders, as amended by that certain Assignment and Assumption of Loan Documents, First Amendment to Loan Agreement and Omnibus Amendment to Loan Documents dated as of the date hereof, by and among Original Borrower, OP Canopy Owner LLC, a Delaware limited liability company (“**Borrower**”), and Agent, as agent for itself and the Lenders (the “**Assignment and Assumption Agreement**”) (collectively, and as may be further amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), Lenders have made a loan to Borrower in the maximum principal amount of SIXTEEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$16,500,000.00) (the “**Loan**”);

WHEREAS, as an inducement to Agent and Lenders to enter into the Loan Agreement, each Original Guarantor and Bradley N. Scharfe (“**Scharfe**”) executed and delivered that certain Indemnity Guaranty dated as of November 1, 2013, as joint and several guarantors to and for the benefit of Agent for itself and the Lenders (the “**Original Guaranty**”); and

WHEREAS, pursuant to the Assignment and Assumption Agreement, Original Borrower assigned to Borrower, and Borrower assumed from Original Borrower, all of Original Borrower’s rights, liabilities, duties and obligations under the Loan Documents; and

WHEREAS, in connection with the Assignment and Assumption Agreement, Original Borrower and Borrower requested that Agent release Scharfe from his obligations under the Original Guaranty (the “**Release**”); and

WHEREAS, as a condition to Agent and Lenders consenting to the Release, Agent and Lenders have required that each Joining Guarantor join the Indemnity Guaranty as a joint and several Indemnity Guarantor with the Original Guarantors; and

WHEREAS, the Loan is secured by among other things, the Loan Agreement and the Security Instrument (as such term is defined in the Loan Agreement); and

WHEREAS, Agent and Lenders are not willing to permit the Assignment and the Assumption (each as defined in the Assignment and Assumption Agreement) of the Loan, or otherwise modify any terms of the Loan Documents, including the Original Guaranty, unless Indemnity Guarantors unconditionally guarantee payment to Agent and Lenders of the Guaranteed Obligations (as herein defined); and

WHEREAS, Indemnity Guarantors are the owners of direct or indirect interests in Borrower, and Indemnity Guarantors will directly benefit from Agent and Lenders making the Loan to Borrower.

NOW, THEREFORE, in furtherance of and consideration for the foregoing, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

ARTICLE 1 DEFINED TERMS

Section 1.01 Defined Terms. Capitalized terms used in this Indemnity Guaranty and not specifically defined in this Indemnity Guaranty have the meaning provided in the Loan Agreement. The following terms as used in this Indemnity Guaranty shall have the meanings set forth below:

“**Tangible Net Worth**” shall mean, at any date of determination, the amount by which the aggregate total assets of Indemnity Guarantors (excluding intangible assets, prepaid expenses and accrued interest) exceeds the aggregate total liabilities of Indemnity Guarantors (all as determined in accordance with GAAP).

“**Bankruptcy Event**” means the occurrence of any of the events set forth in Sections 2.02(b)(i), (iii) or (iv) of this Indemnity Guaranty

ARTICLE 2 NATURE AND SCOPE OF GUARANTY

Section 2.01 Guaranty of Obligations. Each Indemnity Guarantor unconditionally and irrevocably, as a primary obligor and not merely as a surety, hereby jointly and severally guarantees to Agent and Lenders, and their successors and assigns the payment and performance of the Guaranteed Obligations (as defined below) as and when the same shall be due and payable, whether by lapse of time, by acceleration of maturity or otherwise. Indemnity Guarantors hereby irrevocably and unconditionally covenant and agree that each is liable for the Guaranteed Obligations as a primary obligor.

Section 2.02 Definition of Guaranteed Obligations. As used herein, the term “**Guaranteed Obligations**” means:

(a) the obligations or liabilities of Borrower under the Loan Documents to Agent and Lenders for any loss, damage, cost, expense, liability, claim, or other obligation incurred by Agent or Lenders (including reasonable attorneys’ fees for both in-house and outside counsel and other costs reasonably incurred) arising out of or in connection with any of the following:

(i) any physical waste to the Property caused by Borrower, its agents, administrators, managers, members, trustees, or employees;

(ii) any violation of Section 7.2 of the Loan Agreement;

(iii) any willful or intentional misrepresentation by Borrower or any of its Affiliates in connection with the Loan;

(iv) any acts of fraud, misappropriation of funds or theft by Borrower or any of its Affiliates;

(v) Borrower or any of its Affiliates asserts, in bad faith for the purpose of precluding Agent from exercising its remedies under the Loan Documents, any claim, defense or offset against Agent that Borrower or such Affiliate has waived in writing or agreed in writing not to assert;

(vi) any breach by Borrower of any of its covenants regarding environmental matters contained in the Loan Agreement or Environmental Indemnity Agreement;

(vii) the removal or disposal by, or at the direction of any Borrower Party, of any portion of the Collateral, other than as permitted under the Loan Documents;

(viii) any failure by Borrower to pay Taxes, assessments, or other charges affecting any Property or any Collateral in accordance with the Loan Agreement, but only to the extent that (x) there are sufficient funds in the Tax Reserve to pay such Taxes or (y) the Operating Revenues are sufficient to pay such Taxes;

(ix) any failure by Borrower to maintain insurance as required by the Loan Agreement, but only to the extent that (x) there are sufficient funds in the Insurance Reserve for the maintenance of such insurance or (y) the Operating Revenues are sufficient to maintain such insurance;

(x) following the termination of any Property Management Agreement, any failure by Borrower to replace the same in accordance with the requirements of the Loan Agreement;

(xi) failure of Borrower to reinstate any required permit, certificate or approval with respect to the Property that has lapsed or ceased to be in full force and effect;

(xii) failure of Original Borrower, to assign, or cause to be assigned, to Borrower any permit, license or agreement related to the Property;

(xiii) failure of any Operating Revenues processed by any Credit Card Processor to be deposited into the Operating Account, or such other account as Agent may determine pursuant to the Loan Agreement and the Payment Direction Letter.

(b) the entire amount of the Loan and all Obligations under the Loan Agreement following the occurrence of any of the following:

(i) any Borrower or any Indemnity Guarantor (A) files a voluntary petition under any Debtor Relief Law or consents to any such filing, (B) commences a proceeding for the appointment of a receiver, trustee, liquidator or conservator of any Borrower or any Indemnity Guarantor or of the whole or any substantial part of the Property or the whole or any substantial part of Borrower's or any Indemnity Guarantor's assets, or (C)

makes a general assignment of all or any material portion of its assets for the benefit of creditors;

(ii) any Transfer (other than a Permitted Transfer) occurs without the prior written consent of Agent;

(iii) an officer, director, representative or Person which Controls, directly or indirectly, Borrower of any Indemnity Guarantor, files, or joins in the filing of, an involuntary petition against Borrower or any Indemnity Guarantor under the Bankruptcy Code or any other federal or state bankruptcy or insolvency law, or solicits or causes to be solicited petitioning creditors for any involuntary petition against Borrower of any Indemnity Guarantor from any Person;

(iv) Borrower or any Indemnity Guarantor files an answer consenting to or otherwise acquiescing in or joining in any involuntary petition filed against it, by any other Person under the Bankruptcy Code or any other federal or state bankruptcy or insolvency law, or solicits or causes to be solicited or colludes with petitioning creditors for any involuntary petition from any Person;

(v) in any case or proceeding under the Bankruptcy Code or in any other judicial proceeding, Borrower or any Indemnity Guarantor makes application to a court to (A) declare that all or any portion of the lien of Agent or the Obligations of Borrower to pay principal and interest as specified in the Loan Documents be rescinded, set aside, or determined to be void or unenforceable, or (B) modify any of the terms of any of the Loan Documents without Agent's consent; and

(vi) Borrower fails to comply with any of the Single Purpose Entity covenants under Section 5.3 of the Loan Agreement, and such failure results in a substantive consolidation of such Person with another entity.

Section 2.03 Effectiveness of Indemnity Guaranty. This Indemnity Guaranty covers the Guaranteed Obligations, whether presently outstanding or arising subsequent to the date hereof.

Section 2.04 Bankruptcy Events. Notwithstanding anything to the contrary set forth herein, upon the occurrence of a Bankruptcy Event with respect to any individual Indemnity Guarantor (the "**Bankrupt Indemnity Guarantor**"), so long as within ninety (90) days of the earlier to occur of the date on which (a) any Indemnity Guarantor not constituting a Bankruptcy Indemnity Guarantor (a "**Non-Breaching Indemnity Guarantor**") or Borrower has knowledge of such event or (b) any Non-Breaching Indemnity Guarantor or Borrower has received written notice of such event, (i) a replacement Guarantor acceptable to Agent in its sole discretion and subject to the successful completion of Agent's standard due diligence has executed an assumption and joinder agreement to this Indemnity Guaranty, or (ii) Agent shall determine that the remaining Non-Breaching Indemnity Guarantors satisfy the minimum Tangible Net Worth covenant set forth in Section 4.03 of this Indemnity Guaranty, such Bankruptcy Event of such Bankrupt Indemnity Guarantor shall not cause the "springing" of the Guaranteed Obligations under Section 2.02(b).

ARTICLE 3 GENERAL TERMS AND CONDITIONS

Section 3.01 Nature of Indemnity Guaranty. Subject to Section 3.17 hereof: (i) this Indemnity Guaranty is an irrevocable, absolute, continuing guaranty of payment and not a guaranty of collection; (ii)

this Indemnity Guaranty may not be revoked by any Indemnity Guarantor and shall continue to be effective with respect to any Indemnity Obligation existing after any attempted revocation by any Indemnity Guarantor; and (iii) this Indemnity Guaranty may be enforced by Agent and any subsequent holder of the Loan or the Security Instrument and shall not be discharged by the assignment or negotiation of all or part of the Loan Documents.

Section 3.02 Indemnity Obligation Not Reduced by Offset. The Guaranteed Obligations shall not be reduced, discharged or released because or by reason of any existing or future offset, claim or defense of any Borrower Party or any other Person against Agent and Lenders or against payment of the Guaranteed Obligations, whether such offset, claim or defense arises in connection with the Guaranteed Obligations (or the transactions creating the Guaranteed Obligations) or otherwise.

Section 3.03 No Duty to Pursue Others. Agent has the right to require Indemnity Guarantors to pay, comply with and satisfy the Guaranteed Obligations under this Indemnity Guaranty, and shall have the right to proceed immediately against Indemnity Guarantors, or any Indemnity Guarantor, with respect thereto. Without limitation of the generality of the foregoing, it shall not be necessary for Agent (and Indemnity Guarantors hereby waive any rights which any Indemnity Guarantor may have to require Agent), in order to enforce the Guaranteed Obligations against Indemnity Guarantors, first to (i) institute suit or exhaust its remedies against Borrower or any Indemnity Guarantor or others liable on the Loan or the Guaranteed Obligations or any other Person or the Collateral, (ii) enforce Agent's and Lenders' rights against any Collateral, (iii) enforce Agent's and Lenders' rights against any other guarantors of the Guaranteed Obligations, (iv) join Borrower, any Indemnity Guarantor or any others liable on the Guaranteed Obligations in any action seeking to enforce this Indemnity Guaranty, (v) demonstrate that the Collateral provides inadequate security for the Loan, or (vi) resort to any other means of obtaining payment of the Guaranteed Obligations.

Section 3.04 Payments; Interest on Amounts Payable Hereunder. If all or any part of the Guaranteed Obligations shall not be punctually paid when due, whether on demand, maturity, acceleration or otherwise, Indemnity Guarantors shall pay, within ten (10) Business Days after demand by Agent, and without presentment, protest, notice of protest, notice of non-payment, notice of intention to accelerate the maturity, or notice of acceleration of the maturity, in immediately available lawful money of the United States of America, as an addition to the Guaranteed Obligations, interest on such Guaranteed Obligations (to the extent not paid when due) at the Default Rate until paid in full. Agent may apply all money received from any Indemnity Guarantor pursuant to this Indemnity Guaranty to payment or reduction of the Guaranteed Obligations then due or reimbursement of Agent's reasonable expenses or interest payable by Indemnity Guarantors under this Indemnity Guaranty, in such priority and proportions, and at such time or times as Agent may elect.

Section 3.05 Enforcement Costs. Indemnity Guarantors hereby agree to pay, on written demand by Agent, all reasonable costs actually incurred by Agent in collecting any amount payable under this Indemnity Guaranty or enforcing or protecting its rights under this Indemnity Guaranty, in each case whether or not legal proceedings are commenced. Such fees and expenses shall be in addition to the Guaranteed Obligations and shall include, without limitation, reasonable costs and expenses of both in-house and outside counsel, paralegals and other hired professionals, reasonable, out of pocket portfolio management fees, court fees, reasonable costs incurred in connection with pre-trial, trial and appellate level proceedings (including discovery and expert witnesses), and reasonable costs incurred in post-judgment collection efforts or in any Bankruptcy Proceeding to the extent such costs relate to the Guaranteed Obligations or the enforcement of this Indemnity Guaranty. Amounts incurred by Agent shall be immediately due and payable, and shall bear interest at the Default Rate from the date of disbursement until paid in full upon Agent's written demand for payment. This Section 3.05 shall survive the payment of the Guaranteed Obligations.

Section 3.06 Cumulative Remedies. Indemnity Guarantors acknowledge that, upon the occurrence and during the continuation of an Event of Default beyond applicable notice and cure periods, if any, Agent is entitled to accelerate the Loan and exercise all other rights and remedies as have been provided to Agent under the other Loan Documents, by law or in equity, including, without limitation enforcement of this Indemnity Guaranty. All rights and remedies of Agent are cumulative and may be exercised independently, concurrently or successively in Agent's sole discretion and as often as occasion therefor shall arise. Agent's delay or failure to accelerate the Loan or exercise any other remedy upon the occurrence of an Event of Default shall not be deemed a waiver of such right or remedy. No partial exercise by Agent of any right or remedy will preclude further exercise thereof. Notice or demand given to any Indemnity Guarantor in any instance will not entitle any Indemnity Guarantor to notice or demand in similar or other circumstances nor constitute Agent's waiver of its right to take any future action in any circumstance without notice or demand. Agent may release other security for the Loan, may release any party liable for the Loan, may grant extensions, renewals or forbearances with respect thereto, may accept a partial or past due payment or grant other indulgences, or may apply any other security held by it to payment of the Loan, in each case without prejudice to its rights under this Indemnity Guaranty and without such action being deemed an accord and satisfaction or a reinstatement of the Loan. Agent will not be deemed as a consequence of its delay or failure to act, or any forbearances granted, to have waived or be estopped from exercising any of its rights or remedies.

Section 3.07 Unimpaired Liability. Each Indemnity Guarantor acknowledges and agrees that all Guaranteed Obligations hereunder are absolute and unconditional under any and all circumstances without regard to the validity, regularity or enforceability of any or all of the Loan Documents or the existence of any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor or surety. Without limiting the foregoing, each Indemnity Guarantor acknowledges and agrees that its liability hereunder shall in no way be released, terminated, discharged, limited or impaired by reason of any of the following (whether or not any Indemnity Guarantor has any knowledge or notice thereof):

(a) any Borrower Party's or any other Person's lack of authority or lawful right to enter into any of the Loan Documents or any officers' or representatives' lack of authority or right to enter into Loan Documents on its behalf, or the Obligations being ultra vires;

(b) any modification, supplement, extension, consolidation, restatement, waiver or consent provided by Agent with respect to any of the Loan Documents including, without limitation, the grant of extensions of time for payment or performance;

(c) any adjustment, indulgence, forbearance or compromise that might be granted or given by Agent to Borrower or any Indemnity Guarantor;

(d) the failure to record any Loan Document or to perfect any security interest intended to be provided thereby;

(e) the release, surrender, exchange, subordination, deterioration, waste, loss, impairment or substitution, in whole or in part, of any Collateral, the failure to protect, secure or insure any Collateral, the acceptance of additional collateral for the Loan or the failure of Agent or any other party to exercise diligence or reasonable care in the preservation, protection, enforcement, sale or other handling or treatment of all or any part of any Collateral;

(f) Agent's failure to exercise, or delay in exercising, any rights or remedies Agent may have under the Loan Documents or under this Indemnity Guaranty, including but not limited to any neglect, delay, omission, failure or refusal of Agent (i) to take or prosecute any action for the

collection of any of the Guaranteed Obligations, or (ii) to foreclose, or initiate any action to foreclose, or, once commenced, prosecute to completion any action to foreclose upon any Collateral, or (iii) to take or prosecute any action in connection with any instrument or agreement evidencing or securing all or any part of the Guaranteed Obligations;

(g) the release of any Guarantor from performance, in whole or in part, under this Indemnity Guaranty or the release of Borrower or any other Person now or hereafter party to a Loan Document from performance, in whole or in part, under any Loan Document to which each is a party, in each case whether by operation of law, Agent's voluntary act, or otherwise;

(h) any bankruptcy, insolvency, reorganization, adjustment, dissolution, liquidation or other like proceeding involving or affecting any Borrower Party or any other Person;

(i) the termination or discharge of the Security Instrument or the exercise of any power of sale or any foreclosure (judicial or otherwise) or delivery or acceptance of a deed-in-lieu of foreclosure;

(j) the existence of any claim, setoff, counterclaim, defense or other rights which any Indemnity Guarantor may have against any Borrower Party, Agent, any Lender, or any other Person, whether in connection with the Loan or any other transaction;

(k) the accuracy or inaccuracy of the representations and warranties made by Borrower, any other Indemnity Guarantor or any other Person in any of the Loan Documents;

(l) any adjustment, indulgence, forbearance or compromise that might be granted or given by Agent to Borrower, any other Indemnity Guarantor or any other Person;

(m) any sale, lease or Transfer of any or all of the assets of any Borrower Party or any other Person;

(n) the Guaranteed Obligations, or any part thereof, exceeding the amount permitted by law or violating any usury law;

(o) any valid defenses, claims or offsets (whether at law, in equity or by agreement) by Borrower or any Indemnity Guarantor which render the Obligation wholly or partially uncollectible from Borrower or such Indemnity Guarantor, whether arising in connection with the Loan Documents or otherwise;

(p) the illegality or unenforceability of, or the inability to collect, the Guaranteed Obligations;

(q) any of the Loan Documents being irregular or not genuine or authentic; or

(r) any changes (whether directly or indirectly) in the shareholders, partners or members of any Borrower Party or the reorganization, merger or consolidation of any Borrower Party into or with any other Person.

Section 3.08 Waivers. Each Indemnity Guarantor hereby waives and relinquishes, to the fullest extent permitted by law: (a) all rights or claims of right to cause a marshalling of assets or to cause Agent to proceed against any of the Collateral before proceeding under this Indemnity Guaranty, or any other Loan Document to which such Indemnity Guarantor is a party, against them (or any of them) or any

other guarantor or indemnitor under the Loan; (b) all rights and remedies accorded by applicable law to sureties or guarantors, except any rights of subrogation and contribution (the exercise of which are subject to the terms of this Indemnity Guaranty); (c) the right to assert a counterclaim, other than a mandatory or compulsory counterclaim, in any action or proceeding brought by or against him; (d) notice of acceptance of this Indemnity Guaranty and any such other Loan Document and of any action taken or omitted in reliance hereon; (e) presentment for payment, demand, protest, notice of nonpayment or failure to perform or observe, or any other proof, notice or demand to which it might otherwise be entitled with respect to the Guaranteed Obligations; (f) all homestead or exemption rights, rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the Obligations in the event of foreclosure of the Liens created by the Loan Documents against the Guaranteed Obligations and the benefits of any statutes of limitation or repose; (g) any requirement of diligence or promptness on Agent's part in the enforcement of its rights under the provisions of this Indemnity Guaranty and any such other Loan Document; (h) any defense to the obligation to make any payments required under this Indemnity Guaranty or such other Loan Documents; and (i) any defense based upon an election of remedies by Agent, including any election to proceed by judicial or non-judicial foreclosure of any Collateral, whether real property or personal property security, or by deed in lieu thereof, and whether or not every aspect of any foreclosure sale is commercially reasonable or any election of remedies, including remedies relating to real property or personal property security, which destroys or otherwise impairs the subrogation rights of any Indemnity Guarantor or the rights of any Indemnity Guarantor to proceed against any Borrower Party or any guarantor for reimbursement, or both.

Section 3.09 Waivers of Notice and Rights of Consent. Each Indemnity Guarantor agrees to the provisions of the Loan Documents and hereby waives notice of and any rights of consent to (i) any disbursements made pursuant to the Loan Documents by Agent to Borrower, (ii) any amendment or extension of the Loan Documents, (iii) the execution and delivery by Borrower or Agent of any other loan or credit agreement, or of Borrower's execution and delivery of any promissory notes or other documents arising under the Loan Documents or in connection with the Property, (iv) the occurrence of any breach by Borrower or an Event of Default, (v) Agent's transfer or disposition of the Guaranteed Obligations, or any part thereof, (vi) the sale or foreclosure (or posting or advertising for sale or foreclosure) of any Collateral, (vii) any protest, proof of non-payment or default by Borrower, (viii) any substitution, subordination, exchange or release of any security or the release of any party primarily or secondarily liable for the payment of the Loan; or (ix) any other action at any time taken or omitted by Agent and, generally, except as required by this Indemnity Guaranty, all demands and notices of every kind in connection with this Indemnity Guaranty, the other Loan Documents, any documents or agreements evidencing, securing or relating to any of the Indemnity Obligation and the obligations hereby guaranteed. Indemnity Guarantors further acknowledge and agree (x) that Agent shall not be required to first institute suit or exhaust its remedies against Borrower or any other Indemnity Guarantor, or to perfect or enforce its rights against Borrower, any other Indemnity Guarantor or any security for the Loan, and (y) that its liability for payment of the Guaranteed Obligations to the extent provided herein shall not be affected or impaired by any determination that any security interest or lien taken by Agent to secure the Loan is invalid or unperfected.

Section 3.10 Indemnity Guarantor Bound by Judgment against Borrower. Each Indemnity Guarantor agrees that it shall be collaterally estopped from contesting, and shall be bound conclusively in any subsequent action, in any jurisdiction, by the judgment in any action by Agent against Borrower or any Indemnity Guarantor in connection with the Loan Documents (wherever instituted) as if such Indemnity Guarantor were a party to such action even if not so joined as a party.

Section 3.11 Certain Consequences of Borrower's Bankruptcy.

(a) Any payment made on the Loan, whether made by Borrower or any other Person, that is required to be refunded by or recovered from Agent and Lenders as a preference or a fraudulent transfer or is otherwise set-aside pursuant to the Federal Bankruptcy Reform Act of 1978 (11 U.S.C. § 101, *et seq.*), as amended, reformed or modified from time to time and any rules or regulations issued from time to time thereunder (the “**Bankruptcy Code**”) or under any other present or future state or federal law regarding bankruptcy, reorganization or other relief to debtors (collectively, the “**Debtor Relief Laws**”) shall not be considered as a payment made on the Loan or under this Indemnity Guaranty. Each Indemnity Guarantor’s liability under this Indemnity Guaranty shall continue with respect to any such payment, or be deemed reinstated, with the same effect as if such payment had not been received by Agent, notwithstanding any notice of revocation of this Indemnity Guaranty prior to such avoidance or recovery or payment in full of the Loan, until such time as all periods have expired within which Agent and any Lender could be required to return any amount paid at any time on account of the Guaranteed Obligations.

(b) Until payment in full of the Indebtedness (including interest accruing after the commencement of a proceeding by or against Borrower under the Bankruptcy Code or any other Debtor Relief Law, which interest the parties agree remains a claim that is prior and superior to any claim of any Indemnity Guarantor, notwithstanding any contrary practice, custom or ruling in cases under any applicable Debtor Relief Law generally), Indemnity Guarantors agree not to accept any payment or satisfaction of any kind of indebtedness to such Indemnity Guarantor of Borrower or any other Indemnity Guarantor and hereby assigns such indebtedness to Agent, including the right (but not the obligation) to file proof of claim and to vote in any other bankruptcy or insolvency action, including the right to vote on any plan of reorganization, liquidation or other proposal for debt adjustment under federal or state law.

Section 3.12 Subrogation and Contribution. Each Indemnity Guarantor agrees that no payment by it under this Indemnity Guaranty or any other payment by any Indemnity Guarantor of any obligations of any Borrower Party shall give rise to, and hereby unconditionally and irrevocably subordinates and subrogates to the rights of Lender, and waives, releases and abrogates any and all rights it may now or hereafter have under any agreement, at law or in equity (including, without limitation, any law subrogating it to the rights of Agent and Lenders) to assert, (a) any rights of subrogation against Borrower, any Indemnity Guarantor or the Collateral, or (b) any rights of contribution against any other guarantor of all or any portion of the Indebtedness or any other Person, in each case unless and until Agent has received full and indefeasible payment of the Indebtedness. If the deferral of such rights shall be unenforceable for any reason, each Indemnity Guarantor agrees that (a) its rights of subrogation shall be junior and subordinate to Agent’s and Lenders’ rights against Borrower, each Indemnity Guarantor and the Collateral for the Loan, and (b) its rights of contribution against any other guarantor or Borrower shall be junior and subordinate to Agent’s and Lenders’ rights against such Persons.

Section 3.13 Subordination of Borrower’s Obligations to Indemnity Guarantors.

(a) Any indebtedness of Borrower to any Indemnity Guarantor, whether now or hereafter existing, whether direct, contingent, primary, secondary, several, joint and several, or otherwise, and irrespective of whether such debts or liabilities are or may be evidenced by note, contract, open account or otherwise, and irrespective of the person or persons in whose favor such debts or liabilities may, at their inception, have been or may hereafter be created, or the manner in which they have been or may hereafter be acquired by any Indemnity Guarantor, including, without limitation, all rights and claims of any Indemnity Guarantor against Borrower (arising as a result of subrogation or otherwise) as a result of any Indemnity Guarantor’s payment of all or a portion of the Guaranteed Obligations, together with any interest thereon (any such claim

individually a “**Indemnity Guarantor Claim**” and collectively, the “**Indemnity Guarantor Claims**”), shall be and hereby is deferred, postponed and subordinated to the prior, indefeasible payment in full of the Indebtedness. Further, each Indemnity Guarantor agrees that should any Indemnity Guarantor receive any payment, satisfaction or security for any Indemnity Guarantor Claim, the same shall be delivered to Agent in the form received (endorsed or assigned as may be appropriate) for application on account of, or as security for, the Indebtedness and until so delivered to Agent, shall be held in trust for Agent as security for the Indebtedness.

(b) In the event of receivership, bankruptcy, reorganization, arrangement, debtor’s relief, or other insolvency proceedings involving any Indemnity Guarantor as debtor, Agent shall have the right to prove its claim in any such proceeding so as to establish its rights hereunder and receive directly from the receiver, trustee or other court custodian dividends and payments which would otherwise be payable upon Indemnity Guarantor Claims. Each Indemnity Guarantor hereby assigns such dividends and payments to Agent. Should Agent receive, for application against the Guaranteed Obligations, any dividend or payment which is otherwise payable to any Indemnity Guarantor and which, as between Borrower and any Indemnity Guarantor, shall constitute a credit against Indemnity Guarantor Claims, then, upon payment to Agent in full of the Guaranteed Obligations, each Indemnity Guarantor shall become subrogated to the rights of Agent to the extent that such payments to Agent on Indemnity Guarantor Claims have contributed toward the liquidation of the Guaranteed Obligations, and such subrogation shall be with respect to that proportion of the Guaranteed Obligations which would have been unpaid if Agent had not received dividends or payments upon Indemnity Guarantor Claims.

(c) Each Indemnity Guarantor agrees that any liens, security interests, judgment liens, charges or other encumbrances upon Borrower or any Indemnity Guarantor’s assets securing payment of Indemnity Guarantor Claims shall be and remain inferior and subordinate to any liens, security interests, judgment liens, charges or other encumbrances upon Borrower or any Indemnity Guarantor’s assets securing payment of the Guaranteed Obligations, regardless of whether such encumbrances in favor of any Indemnity Guarantor or Agent presently exist or are hereafter created or attach. Without the prior written consent of Agent, no Indemnity Guarantor shall, for so long as the Indebtedness has not been indefeasibly paid in full, (i) exercise or enforce any creditor’s right it may have against Borrower or any Indemnity Guarantor, or (ii) foreclose, repossess, sequester or otherwise take steps or institute any action or proceedings judicial or otherwise, including without limitation the commencement of, or joinder in, any liquidation, bankruptcy, rearrangement, debtor’s relief or insolvency proceeding) to enforce any liens, mortgage, deeds of trust, security interests, collateral rights, judgments or other encumbrances on assets of Borrower or any other Indemnity Guarantor held by any Indemnity Guarantor.

Section 3.14 Agent or Lender Transferees; Secondary Market Activities; No Transfer by Indemnity Guarantors.

(a) Indemnity Guarantors acknowledge and agree that Agent or any Lender, without notice to any Indemnity Guarantor or any Indemnity Guarantor’s prior consent, may assign all or any portion of its rights hereunder in connection with any sale or assignment of the Loan or servicing rights related to the Loan, each grant of participations in the Loan, a transfer of the Loan as part of a securitization in which Agent assigns its rights to a securitization trustee, or a contract for the servicing of the Loan, and that each such assignee, participant or servicer shall be entitled to exercise all of Agent’s rights and remedies hereunder. The Indemnity Guarantors further acknowledge that Agent may provide to third parties with an existing or prospective interest in the servicing, enforcement, ownership, purchase, participation or securitization of the Loan, including, without limitation, any rating agency rating the securities issued in respect of a

securitization or participation of the Loan, and any entity maintaining databases on the underwriting and performance of commercial mortgage loans, any and all information which Agent now has or may hereafter acquire relating to the Loan, the Property or with respect to any Borrower Party or Indemnity Guarantor, as Agent determines necessary or desirable. Each Indemnity Guarantor irrevocably waives all rights it may have under applicable law, if any, to prohibit the disclosure to such assignor, participant, or servicer of any information Agent may have in connection with the Loan or any Borrower Party, including, without limitation, any right of privacy. No Indemnity Guarantor may assign any of its rights, powers, duties and obligations hereunder, or substitute another Person in lieu of itself as the obligor hereunder.

(b) If requested by Agent, Indemnity Guarantors shall assist Agent in satisfying any good faith requirements of any purchaser of the Loan or a participation interest therein or otherwise satisfying any requirements of any securitization, including to provide updated financial and other information with respect to it so long as Indemnity Guarantors' rights are not reduced and their obligations are not increased; provided, however, that the Indemnity Guarantors' assistance and actions required herein shall be at no additional expense to them except that they agree to incur their own reasonable mailing, facsimile, and photocopy charges.

Section 3.15 Financial Reports, Inspection of Records. Each Indemnity Guarantor agrees to furnish to Agent such financial reports as required pursuant to Section 5.10(c) of the Loan Agreement.

Section 3.16 No Reliance. Each Indemnity Guarantor agrees and acknowledges that such Indemnity Guarantor (i) is not entering into this Indemnity Guaranty in reliance on, or in contemplation of the benefits of, the validity, enforceability, ability to collect or value of the Collateral; (ii) may be required to pay the Guaranteed Obligations in full without assistance or support of any other guarantor or any other party, and (iii) has not been induced to enter into this Indemnity Guaranty on the basis of a contemplation, belief, understanding or agreement that other parties will be liable to pay the Guaranteed Obligations, or that Agent will look to other parties to pay or perform the Guaranteed Obligations.

Section 3.17 Termination of Guaranty. This Indemnity Guaranty shall be automatically discharged as of the date on which the Indebtedness has been indefeasibly paid in full, Lenders shall have no further obligation to fund additional amounts under the Loan Agreement, and each and every obligation to be performed by Borrower pursuant to the Loan Documents shall have been performed to Agent's satisfaction in its Permitted Discretion.

Section 3.18 Liability of Borrower. Indemnity Guarantors' execution hereof shall not limit or modify the full-recourse nature of the Loan Agreement to Borrower.

Section 3.19 No Waiver by Agent. Notwithstanding anything to the contrary in this Indemnity Guaranty or any of the Loan Documents, Agent shall not be deemed to have waived any right which Agent may have under Section 506(a), 506(b), 1111(b) or any other provisions of the Bankruptcy Code to file a claim against Borrower for the full amount of the Indebtedness or to require that all collateral shall continue to secure all of the Indebtedness in accordance with the Loan Documents.

ARTICLE 4 REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 4.01 Indemnity Guarantor Due Diligence and Benefit. Each Indemnity Guarantor represents and warrants to Agent and Lenders that (a) the Loan and this Indemnity Guaranty are for commercial purposes, (b) such Indemnity Guarantor has had adequate opportunity to review the Loan Documents, (c) such Indemnity Guarantor is fully aware of obligations of Borrower and other Indemnity

Guarantor thereunder and of the financial condition, assets and prospects of Borrower, and (d) such Indemnity Guarantor is executing and delivering this Indemnity Guaranty based solely upon such Indemnity Guarantor's own independent investigation of the matters contemplated by clauses (a) through (c) above and in no part upon any representation, warranty or statement of Agent with respect thereto.

Section 4.02 General. Each Indemnity Guarantor represents and warrants to Agent and Lenders, on the date hereof, that:

(a) Authority. Such Indemnity Guarantor has the requisite legal capacity to execute and deliver this Indemnity Guaranty and perform its obligations hereunder.

(b) Valid and Binding Obligation. This Indemnity Guaranty constitutes such Indemnity Guarantor's legal, valid and binding obligation, enforceable against it in accordance with its terms, except to the extent enforceability may be limited under applicable bankruptcy and insolvency laws and similar laws affecting creditors' rights generally and to general principles of equity.

(c) No Conflict with Other Agreement. Such Indemnity Guarantor's execution, delivery and performance of this Indemnity Guaranty will not (i) result in the breach of, or conflict with, or result in the acceleration of, any obligation under any guaranty, indenture, credit facility or other instrument to which such Indemnity Guarantor or any of its assets may be subject, or (ii) to such Indemnity Guarantor's knowledge, violate any order, judgment or decree to which such Indemnity Guarantor or any of its assets are subject.

(d) No Pending Litigation. No action, suit, proceeding or investigation, judicial, administrative or otherwise (including without limitation any reorganization, bankruptcy, insolvency or similar proceeding), currently is pending or, to each Indemnity Guarantor's knowledge, threatened in writing, against it which, either in any one instance or in the aggregate, which if adversely determined could reasonably be expected to have a material, adverse effect on the ability of such Indemnity Guarantor to perform its obligations under this Indemnity Guaranty.

(e) Consideration. Such Indemnity Guarantor owns a direct or indirect interest in Borrower and will derive substantial benefit from the making of the Loan to Borrower.

(f) Financial Condition. Such Indemnity Guarantor is now solvent and will not be rendered insolvent by providing this Indemnity Guaranty. The financial statements of such Indemnity Guarantor previously submitted to Agent are true, complete and correct in all material respects, disclose all actual and contingent liabilities, fairly present the financial condition of such Indemnity Guarantor as of the date thereof, and do not contain any untrue statement of a material fact or omit to state a fact material to such financial statements. No adverse change has occurred in the financial condition of such Indemnity Guarantor since the date of its most recent financial statements submitted to Agent, other than as has been disclosed in writing to Agent and acknowledged in writing by Agent.

Section 4.03 Financial Covenants of Indemnity Guarantor. Indemnity Guarantors shall not permit their Tangible Net Worth, as tested on the Closing Date and the last Business Day of each calendar year, in the aggregate, to be less than TWENTY MILLION and NO/100 DOLLARS (\$20,000,000).

ARTICLE 5
MISCELLANEOUS

Section 5.01 Notices. All notices, consents, approvals, requests, or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person with confirmation of transmission received by sender, (ii) upon delivery, if sent by email with a confirmation of receipt by the recipient, (iii) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, or (iv) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth below in this Section 5.01 or as such party may from time to time designate by written notice to the other parties. Either party by notice to the other in the manner provided herein may designate additional or different addresses for subsequent notices or communications. Any notice to legal counsel or Person other than the primary addressee for Indemnity Guarantors or Agent below shall be a courtesy copy only and shall not affect the timeliness or effectiveness of delivery to Indemnity Guarantors or Agent.

To Indemnity Guarantors: Thomas Bechard
 John Schmid
 David Schmid
 Joseph Coppola
 Richard Baxter
 c/o ProPark America
 One Union Place
 Hartford, CT 06103

To Agent: Pacific Western Bank
 5404 Wisconsin Avenue, 2nd Floor
 Chevy Chase, Maryland 20815
 Attn: SFG Portfolio Manager

with a copy to: Arent Fox LLP
 1717 K Street, NW
 Washington, DC 20006
 Attn: David Martin, Esq.

Section 5.02 Invalid Provisions. If any provision of this Indemnity Guaranty is held to be illegal, invalid or unenforceable in whole or in part, such provision shall be fully severable; this Indemnity Guaranty shall be construed and enforced as if such illegal, invalid or unenforceable provision (or portion thereof) had never comprised a part hereof; the remaining provisions hereof shall remain in full effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom; and in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Indemnity Guaranty a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible to be legal, valid and enforceable.

Section 5.03 Time of the Essence. Time is of the essence with respect to this Indemnity Guaranty and the performance and observance by Indemnity Guarantors of each covenant, agreement, provision and term of this Indemnity Guaranty.

Section 5.04 Successors and Assigns. This Indemnity Guaranty shall be binding upon each Indemnity Guarantor and its respective heirs, legatees, legal representatives, successors and assigns, and

shall inure to Agent and its successors and assigns; provided, however, that (x) no Indemnity Guarantor may assign or transfer its rights hereunder or any interest herein or delegate its duties hereunder except, in each case, to the extent expressly permitted in the Loan Agreement, and (y) Agent and each Lender shall have the right to assign its respective rights hereunder in accordance with the Loan Agreement.

Section 5.05 Waiver of Jury Trial.

(a) EACH INDEMNITY GUARANTOR HEREBY (i) EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION ARISING UNDER THIS INDEMNITY GUARANTY OR IN ANY WAY CONNECTED WITH OR INCIDENTAL TO THE DEALINGS OF THE PARTIES WITH RESPECT TO THIS INDEMNITY GUARANTY OR THE TRANSACTIONS CONTEMPLATED THEREBY, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AND (ii) AGREES AND CONSENTS THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS INDEMNITY GUARANTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 5.05 AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES TO THE WAIVER OF THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY.

(b) IN THE EVENT ANY SUCH CLAIM OR CAUSE OF ACTION IS BROUGHT OR FILED IN ANY UNITED STATES FEDERAL COURT SITTING IN THE STATE OF CALIFORNIA OR IN ANY STATE COURT OF THE STATE OF CALIFORNIA, AND THE WAIVER OF JURY TRIAL SET FORTH IN SECTION 5.05(a) IS DETERMINED OR HELD TO BE INEFFECTIVE OR UNENFORCEABLE, THE PARTIES AGREE THAT ALL CLAIMS AND CAUSES OF ACTION SHALL BE RESOLVED BY REFERENCE TO A PRIVATE JUDGE SITTING WITHOUT A JURY, PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638, BEFORE A MUTUALLY ACCEPTABLE REFEREE OR, IF THE PARTIES CANNOT AGREE, A REFEREE SELECTED BY THE PRESIDING JUDGE OF THE SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES. SUCH PROCEEDING SHALL BE CONDUCTED IN LOS ANGELES COUNTY, CALIFORNIA, WITH CALIFORNIA RULES OF EVIDENCE AND DISCOVERY APPLICABLE TO SUCH PROCEEDING. IN THE EVENT CLAIMS OR CAUSES OF ACTION ARE TO BE RESOLVED BY JUDICIAL REFERENCE, ANY PARTY MAY SEEK FROM ANY COURT HAVING JURISDICTION THEREOVER ANY PREJUDGMENT ORDER, WRIT OR OTHER RELIEF AND HAVE SUCH PREJUDGMENT ORDER, WRIT OR OTHER RELIEF ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW NOTWITHSTANDING THAT ALL CLAIMS AND CAUSES OF ACTION ARE OTHERWISE SUBJECT TO RESOLUTION BY JUDICIAL REFERENCE.

Section 5.06 Governing Law. THIS INDEMNITY GUARANTY IS GOVERNED BY FEDERAL LAW AND, FOR THE PURPOSES OF EXPORTATION OF INTEREST AND INTEREST FEES UNDER FEDERAL LAW, AGENT RELIES ON CALIFORNIA LAW. TO THE EXTENT THAT STATE LAW APPLIES AND IS NOT PREEMPTED BY FEDERAL LAW, THEN PURSUANT TO NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401, THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THIS INDEMNITY GUARANTY WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PROVISIONS THAT WOULD RESULT IN APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION. TO THE EXTENT THAT AGENT HAS GREATER RIGHTS OR REMEDIES UNDER FEDERAL LAW, WHETHER AS A NATIONAL BANK OR OTHERWISE, THIS SECTION SHALL NOT BE DEEMED TO DEPRIVE AGENT OF SUCH RIGHTS AND REMEDIES AS MAY BE AVAILABLE UNDER FEDERAL LAW. TO THE

FULLEST EXTENT PERMITTED BY LAW, EACH INDEMNITY GUARANTOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS INDEMNITY GUARANTY.

Section 5.07 Jurisdiction and Venue.

(a) EACH INDEMNITY GUARANTOR HEREBY IRREVOCABLY DOES HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMIT, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INDEMNITY GUARANTY, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH INDEMNITY GUARANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH INDEMNITY GUARANTOR AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS INDEMNITY GUARANTY SHALL AFFECT ANY RIGHT THAT AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS INDEMNITY GUARANTY AGAINST ANY INDEMNITY GUARANTOR OR THEIR RESPECTIVE PROPERTIES IN THE COURTS OF ANY JURISDICTION, AND EACH INDEMNITY GUARANTOR WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH FEDERAL OR NEW YORK STATE COURT, AND EACH INDEMNITY GUARANTOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING.

(b) EACH OF THE PARTIES HERETO WAIVES PERSONAL SERVICE OF PROCESS AND IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 5.01 HEREOF. NOTHING IN THIS INDEMNITY GUARANTY WILL AFFECT THE RIGHT OF ANY PARTY TO THIS INDEMNITY GUARANTY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

Section 5.08 Waivers. EACH INDEMNITY GUARANTOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM, AND HEREBY WAIVES ANY CLAIM, AGAINST AGENT OR ANY OTHER PERSON INDEMNIFIED UNDER THIS INDEMNITY GUARANTY ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES. EACH INDEMNITY GUARANTOR EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING BROUGHT BY AGENT PURSUANT TO THIS INDEMNITY GUARANTY OR ANY OTHER LOAN DOCUMENT, ANY AND EVERY RIGHT IT MAY HAVE TO (A) INTERPOSE ANY COUNTERCLAIM THEREIN UNLESS UNDER THE APPLICABLE RULES OF COURT OR APPLICABLE LAW SUCH COUNTERCLAIM MUST BE ASSERTED IN SUCH PROCEEDING, OR (B) HAVE THE SAME CONSOLIDATED WITH ANY OTHER OR SEPARATE SUIT, ACTION OR PROCEEDING UNLESS UNDER THE APPLICABLE RULES OF COURT OR APPLICABLE LAW SUCH SUIT, ACTION OR PROCEEDING MUST BE CONSOLIDATED WITH THE PROCEEDING BROUGHT BY AGENT.

Section 5.09 Release. EACH INDEMNITY GUARANTOR HEREBY ACKNOWLEDGES AND AGREES THAT AS OF THE DATE HEREOF IT HAS NO DEFENSE, COUNTERCLAIM, OFFSET, CROSS-COMPLAINT, CLAIM OR DEMAND OF ANY KIND OR NATURE WHATSOEVER THAT CAN BE ASSERTED TO REDUCE OR ELIMINATE ALL OR ANY PART OF ITS LIABILITY FOR THE GUARANTEED OBLIGATIONS (IF PAYABLE BY SUCH INDEMNITY GUARANTOR SUBJECT TO THE TERMS HEREOF) OR TO SEEK AFFIRMATIVE RELIEF OR DAMAGES OF ANY KIND OR NATURE FROM AGENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH INDEMNITY GUARANTOR HEREBY VOLUNTARILY AND KNOWINGLY RELEASES AND FOREVER DISCHARGES AGENT AND EACH OF ITS PREDECESSORS, AGENTS, EMPLOYEES, AFFILIATES, ATTORNEYS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "**RELEASED PARTIES**") FROM ALL CLAIMS WHATSOEVER THAT ACCRUED ON OR BEFORE THE DATE THIS INDEMNITY GUARANTY IS EXECUTED, THAT ANY INDEMNITY GUARANTOR MAY NOW HAVE AGAINST THE RELEASED PARTIES (IF ANY), WHETHER KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, SUSPECTED OR UNSUSPECTED, FIXED, CONTINGENT OR CONDITIONAL, OR AT LAW OR IN EQUITY, IRRESPECTIVE OF WHETHER ANY SUCH CLAIMS ARISE OUT OF CONTRACT, TORT, VIOLATION OF LAW OR REGULATIONS, OR OTHERWISE, AND THAT ARISE FROM THE LOAN, AND/OR THE NEGOTIATION FOR AND EXECUTION OF THIS INDEMNITY GUARANTY, INCLUDING ANY CONTRACTING FOR, CHARGING, TAKING, RESERVING, COLLECTING OR RECEIVING INTEREST IN EXCESS OF THE HIGHEST LAWFUL RATE APPLICABLE. EACH INDEMNITY GUARANTOR ACKNOWLEDGES THAT THE FOREGOING RELEASE IS A MATERIAL INDUCEMENT TO AGENT AND LENDERS' DECISION TO EXTEND TO BORROWER THE FINANCIAL ACCOMMODATIONS UNDER THE LOAN DOCUMENTS AND HAS BEEN RELIED UPON BY AGENT AND LENDERS IN AGREEING TO MAKE THE LOAN. EACH INDEMNITY GUARANTOR HEREBY FURTHER SPECIFICALLY WAIVES ANY RIGHTS THAT IT MAY HAVE UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE (TO THE EXTENT APPLICABLE), WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE DEBTOR," AND FURTHER WAIVES ANY SIMILAR RIGHTS UNDER APPLICABLE LAWS.

Section 5.10 Entire Agreement. This Indemnity Guaranty embodies the entire agreement and understanding among Agent and Indemnity Guarantors with respect to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to the subject matter hereof. Accordingly, this Indemnity Guaranty may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 5.11 Phrases. When used in this Indemnity Guaranty, the phrase "including" (or a word of similar import) shall mean "including, but not limited to," the phrase "satisfactory to Agent" shall mean "in form and substance satisfactory to Agent in all respects," the phrase "with Agent's consent" or "with Agent's approval" shall mean such consent or approval at Agent's discretion, and the phrase "acceptable to Agent" shall mean "acceptable to Agent at Agent's discretion", except as provided otherwise herein. Wherever the context of this Indemnity Guaranty may so require, the gender shall include the masculine, feminine and neuter, and the singular shall include the plural and vice versa. This Indemnity Guaranty shall be construed as though drafted by all of the parties hereto and shall not be construed against or in favor of any party.

Section 5.12 Titles of Articles, Sections and Subsections. All titles or headings to articles, sections, subsections or other divisions of this Indemnity Guaranty or the exhibits hereto are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the other content of such articles, sections, subsections or other divisions, such other content being controlling as to the agreement between Indemnity Guarantors and Agent.

Section 5.13 Survival. All of the representations, warranties, covenants, and indemnities hereunder, and any modification or amendment hereof, shall survive the closing and funding of the Loan, shall not be deemed to have merged herein, and shall (except to the extent expressly provided herein) remain as continuing representations, warranties, covenants, and indemnities until the date on which the Guaranteed Obligations have been indefeasibly paid in full and each and every obligation to be performed by Borrower pursuant to the Loan Documents shall have been performed to Agent's satisfaction in its Permitted Discretion.

Section 5.14 Representation by Legal Counsel. Each Indemnity Guarantor acknowledges that it has been advised by Agent to seek the advice of legal counsel in connection with the negotiation and preparation of this Indemnity Guaranty. If any Indemnity Guarantor has chosen not to obtain legal representation, whether due to cost considerations or for other reasons, the lack of such representation shall not furnish any Indemnity Guarantor with any defense to the enforcement of Agent's rights hereunder.

Section 5.15 Injunctive Relief. Each Indemnity Guarantor recognizes that in the event any Indemnity Guarantor fails to perform, observe or discharge any of its obligations hereunder, no remedy of law will provide adequate relief to Agent and Lenders, and agrees that Agent shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

Section 5.16 Modification. This Indemnity Guaranty shall not be modified, supplemented, or terminated, nor any provision hereof waived, except by a written instrument signed by the party against whom enforcement thereof is sought, and then only to the extent expressly set forth in such writing.

Section 5.17 Duplicate Originals. This Indemnity Guaranty may be executed in any number of duplicate originals, and each duplicate original shall be deemed to be an original. This Indemnity Guaranty (and each duplicate original) may be executed in any number of counterparts, each of which shall be deemed an original and all of which together constitute a fully-executed Indemnity Guaranty, even though all signatures do not appear on the same document. Receipt of an executed signature page to this Indemnity Guaranty by facsimile, portable document format (.pdf), attachment to an email, or other electronic transmission shall constitute effective delivery thereof.

Section 5.18 Recitals. The recital and introductory paragraphs hereof are a part hereof, form a basis for this Indemnity Guaranty and shall be considered prima facie evidence of the facts and documents referred to therein.

Section 5.19 Reliance. Agent and Lenders would not make the Loan to Borrower without this Indemnity Guaranty. Accordingly, Indemnity Guarantors intentionally and unconditionally enter into the covenants and agreements herein and understand that, in reliance upon and in consideration of such covenants and agreements, the Loan shall be made and, as part and parcel thereof, specific monetary and other obligations have been, are being and shall be entered into which would not be made or entered into but for such reliance.

Section 5.20 Waiver of Bankruptcy Stay. Each Indemnity Guarantor covenants and agrees that upon the commencement of a voluntary or involuntary Bankruptcy Proceeding by or against any Indemnity Guarantor, no Indemnity Guarantor shall seek a supplemental stay or otherwise pursuant to 11 U.S.C. § 105 or any other provision of the Bankruptcy Code or any other Debtor Relief Law, to stay, interdict, condition, reduce or inhibit the ability of Agent to enforce any rights of Agent and Lenders against Indemnity Guarantors by virtue of this Indemnity Guaranty or otherwise.

Section 5.21 Further Assurances. Indemnity Guarantors shall, upon request by Lender, execute, with acknowledgment or affidavit if required, and deliver, any and all documents and instruments required to effectuate the provisions hereof and any other Loan Document.

Section 5.22 Note or Notes. Section 2.15 of the Loan Agreement provides that, at the request of Lender, Borrower shall issue one or more promissory notes (any such notes, and all extensions and renewals thereof, amendments thereto, and substitutions or replacements therefore, are collectively referred to herein as “Notes”) to evidence the Indebtedness. In the event any such Notes are hereinafter made by Borrower and delivered to Lender, all references herein to the Indebtedness shall be deemed to include the indebtedness and/or other obligations evidenced by the Note(s) and/or the Loan Agreement. Any Note shall be deemed to be a Loan Document hereunder.

Section 5.23 Patriot Act. Each Indemnity Guarantor acknowledges by executing this Indemnity Guaranty that Agent has notified Indemnity Guarantors that, pursuant to the requirements of the Patriot Act, Agent is required to obtain, verify and record such information as may be necessary to identify Indemnity Guarantors including, without limitation, the name and address of each Indemnity Guarantor in accordance with the Patriot Act.

Section 5.24 Amendment and Restatement. This Indemnity Guaranty is given in amendment, restatement, renewal and extension (and not in novation, extinguishment or satisfaction) of the Original Guaranty. Indemnity Guarantors agree that with respect to matters relating to the period prior to the date hereof, including, but not limited to those representations, warranties, and covenants made by Indemnity Guarantors contained in Article 4 of the Original Guaranty, all such provisions of the Original Guaranty are hereby ratified and confirmed and shall remain in full force and effect.

Section 5.25 Joinder. Each Joining Guarantor hereby irrevocably, absolutely and unconditionally becomes a party to the Indemnity Guaranty as a joint and several Indemnity Guarantor with obligations as a primary obligor and not merely as a surety, and is bound by all the terms, conditions, obligations, liabilities and undertakings of each Indemnity Guarantor or to which each Indemnity Guarantor is subject thereunder, including, without limitation, the unconditional and irrevocable guarantee to Agent (for the benefit of Lenders and their respective successors and assigns) of the payment and performance of the Guaranteed Obligations as and when the same shall be due and payable, whether by lapse of time, by acceleration of maturity or otherwise, all with the same force and effect as if each Joining Guarantor were a signatory to the Original Guaranty.

[Remainder of page intentionally blank; signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Indemnity Guaranty as of the date first above written.

INDEMNITY GUARANTOR:



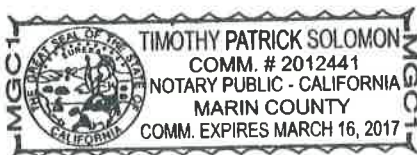
Thomas R. Bechard, in his individual capacity

STATE OF California |
COUNTY OF Marin | ss.

On 2/14, 2015, before me, Timothy Patrick Solomon, a Notary Public, personally appeared Thomas R. Bechard, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same, and that by his signature on the instrument the person executed the instrument.


I certify under penalty of perjury under the laws of the State of CA that the foregoing paragraph is true and correct.

[SEAL]



Notary Public for the State of CA

INDEMNITY GUARANTOR:



John M. Schmid, in his individual capacity

STATE OF CT

ss.

COUNTY OF Hartford

On 4/13, 2015, before me, Eileen O'Connor, a Notary Public, personally appeared John M. Schmid, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same, and that by his signature on the instrument the person executed the instrument.


I certify under penalty of perjury under the laws of the State of CT that the foregoing paragraph is true and correct.

[SEAL]

Eileen O'Connor

Notary Public for the State of CT

INDEMNITY GUARANTOR:



David Schmid, in his individual capacity

STATE OF CT |
COUNTY OF Hartford | ss.

On 4/14, 2015, before me, Eileen O'Connor, a Notary Public, personally appeared David Schmid, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same, and that by his signature on the instrument the person executed the instrument.

I certify under penalty of perjury under the laws of the State of CT that the foregoing paragraph is true and correct.

[SEAL]

Eileen O'Connor

Notary Public for the State of CT

Eileen M O'Connor
Notary Public
My Commission Expires 07/31/2017

INDEMNITY GUARANTOR:

Joseph J. Coppola
Joseph J. Coppola, in his individual capacity

STATE OF CT

ss.

COUNTY OF Hartford

On 4/14, 2015, before me, Eileen O'Connor, a Notary Public, personally appeared Joseph J. Coppola proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same, and that by his signature on the instrument the person executed the instrument.

I certify under penalty of perjury under the laws of the State of CT that the foregoing paragraph is true and correct.

[SEAL]

Eileen O'Connor

Notary Public for the State of CT

Eileen M O'Connor
Notary Public
My Commission Expires 07/31/2017

INDEMNITY GUARANTOR:

[Handwritten Signature]

Richard J. Baxter, in his individual capacity

STATE OF PROVINCE OF BRITISH COLUMBIA

ss.

COUNTY OF CANADA

On APRIL 17, 2015, before me, SHONI LEE BERNARD, a Notary Public, personally appeared Richard J. Baxter proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same, and that by his signature on the instrument the person executed the instrument.

I certify under penalty of perjury under the laws of the PROVINCE State of B.C. that the foregoing paragraph is true and correct.

[SEAL]

Shoni Lee Bernard

Notary Public for the PROVINCE State of B.C.

SHONI LEE BERNARD

Barrister and Solicitor

Notary Public

520 - 470 Granville Street

Vancouver, B.C. V6C 1V5

Canada

Tel: 604-687-7178 Fax: 604-687-7179



SPOUSAL WAIVER

The undersigned acknowledges that she is the spouse of **THOMAS R. BECHARD** (the “**Guarantor**”), who executed the Indemnity Guaranty to which this Spousal Waiver is attached (the “**Guaranty**”). The undersigned acknowledges and agrees that the Guaranty is being entered into by her spouse, the Guarantor, with her full knowledge and consent and is being undertaken for the benefit of her spousal community with the Guarantor. The undersigned hereby waives any requirement or right that she join in the execution of the Guaranty or any amendment thereto or any document required for any transactions contemplated by the Guaranty or any amendment thereto, or any other document now or hereafter executed by any party to the Guaranty in connection with the indebtedness evidenced by the Guaranty, or that she consent to any of the foregoing documents and amendments (or any provision thereof or any action taken pursuant thereto). The undersigned hereby waives and relinquishes any right that the undersigned may have to prevent, preclude or prohibit “Agent” (as defined in the Guaranty) from attaching or realizing against any community property of Guarantor and the undersigned or any other assets of Guarantor in connection with any proceeding, claim, cause of action or judgment by Agent arising under or out of the Guaranty. It is expressly understood that third parties are entitled to rely on the foregoing, and upon request by Agent, the undersigned agrees to execute such further instruments as may be reasonably requested, including a further waiver, a quitclaim deed or an affidavit to a title company, to confirm the foregoing. I UNDERSTAND THE IMPORTANCE OF MY CONSULTING WITH INDEPENDENT LEGAL COUNSEL BEFORE I EXECUTE THIS CONSENT SPOUSAL WAIVER. IN THE EVENT I ELECT NOT TO CONSULT WITH INDEPENDENT COUNSEL, I UNDERSTAND THAT I DO SO AT MY OWN RISK.

[Remainder of page intentionally blank; signature page follows]

Date: April __, 2015.

By: [Signature]
Name: Sara-Katie Butler

Spouse of: **THOMAS R. BECHARD**

STATE OF California |
COUNTY OF Marin | ss.

On 4/15, 2015, before me, Timothy Patrick Solomon, a Notary Public, personally appeared Sara-Katie Butler, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same, and that by his signature on the instrument the person executed the instrument.

I certify under penalty of perjury under the laws of the State of CA that the foregoing paragraph is true and correct.

[SEAL]



[Signature]

Notary Public for the State of CA