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Jeffrey A. LeVee (State Bar No. 125863)  
jlevee@jonesday.com  
Samantha S. Eisner (State Bar No. 230344)  
seisner@jonesday.com  
JONES DAY  
555 South Flower Street  
Fiftieth Floor  
Los Angeles, CA 90071-2300  
Telephone: (213) 489-3939  
Facsimile: (213) 243-2539

Attorneys for Plaintiff  
The Internet Corporation for Assigned Names  
and Numbers

BY \_\_\_\_\_  
CLERK U.S. DISTRICT COURT  
CENTRAL DISTRICT OF CALIF.  
LOS ANGELES  
2007 APR 24 PM 4:26

FILED

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

The Internet Corporation for Assigned  
Names and Numbers,  
  
Plaintiff,  
  
v.  
  
RegisterFly.Com, Inc., and  
UnifiedNames, Inc.,  
  
Defendants.

Case No. CV 07-2089 R (PLAx)  
**DECLARATION OF JEFFREY  
A. LEVEE IN SUPPORT OF  
ENTRY OF PRELIMINARY  
INJUNCTION**

[Brief in Support of Preliminary  
Injunction filed concurrently  
herewith; [Proposed] Preliminary  
Injunction lodged concurrently  
herewith]

Date: April 26, 2007  
Time: 10:00 a.m.  
Judge: Hon. Manuel L. Real

1 I, Jeffrey A. LeVee, declare:

2 1. I am a partner with the law firm Jones Day, counsel of record for  
3 plaintiff Internet Corporation for Assigned Names and Numbers (“ICANN”) in this  
4 action. I am admitted to practice before this Court. I submit this declaration in  
5 support of the Entry of Preliminary Injunction against RegisterFly.Com, Inc., and  
6 UnifiedNames, Inc. (collectively referred to as “RegisterFly”). I have personal  
7 knowledge of the facts set forth in this declaration and am competent to testify if  
8 called as a witness.

9 2. My office has been extremely careful to serve all of the pleadings in  
10 this action, including all of the Court’s orders, on RegisterFly. In addition to  
11 serving RegisterFly’s chief executive officer, Kevin Medina, via both email and  
12 Federal Express, my office has been serving RegisterFly’s general counsel,  
13 Mitchell Novick, in New Jersey via email and Federal Express. We also served  
14 Harold Rabner, a New Jersey attorney that represented RegisterFly in its corporate  
15 litigation in New Jersey.

16 3. My office served RegisterFly with the Complaint, the Application for  
17 TRO and all supporting papers on March 29, 2007 via email and Federal Express.  
18 My office then served its Supplement to the TRO Application on April 11, 2007,  
19 also through email and Federal Express. On April 16, 2007, the day the Court  
20 entered the TRO and Order to Show Cause, my office served notice of the entry of  
21 each order to RegisterFly via email and Federal Express. The proofs of service for  
22 each of these documents are located in the Court’s files. In addition, after  
23 achieving personal service of summons on each defendant, my office served the  
24 proofs of service of summons on RegisterFly via regular U.S. mail.

25 4. Mr. Novick undoubtedly has been receiving email related to this  
26 lawsuit because Mr. Novick has been using that same email address to send email  
27 to the American Arbitration Association with respect to an arbitration that  
28 RegisterFly has initiated in an attempt to keep its status as an ICANN-accredited

1 registrar. Attached hereto as Exhibit A is a true and correct copy of Mr. Novick's  
2 April 16, 2007 email addressed to Samantha Eisner, an associate with Jones Day.  
3 Attached hereto as Exhibit B is a copy of Mr. Novick's March 28, 2007 email  
4 addressed to Ms. Eisner acknowledging his status as General Counsel to  
5 RegisterFly as well as acknowledging the notice of impending filing of this suit. In  
6 all the email that Ms. Eisner and I have sent to Mr. Novick, we have never received  
7 a "bounceback" or any other indication that Mr. Novick did not receive the email.  
8 Nor have we received any "bounceback" notice with respect to email sent to  
9 Mr. Medina, RegisterFly's CEO.

10 5. I have an additional reason to believe that Mr. Medina has received all  
11 of the email we have been sending to him because, after my office served him with  
12 ICANN's April 11, 2007 Supplement in support of the TRO, I was informed by  
13 ICANN that at least two persons affiliated with RegisterFly – including Mr. Medina  
14 – contacted ICANN to discuss certain of the technical specifications that ICANN  
15 requested (and that the Court subsequently ordered) in the TRO.

16 6. Since the entry of the TRO, ICANN has not received a single Data  
17 submission complying with the specifications set forth in the TRO. Indeed,  
18 although the TRO obligates RegisterFly to send Data to ICANN every seven days,  
19 RegisterFly has not sent any data to ICANN in more than a week. Further  
20 RegisterFly's last Data submission, although made through the SFTP server (as  
21 ordered at ¶ 5 of the TRO), did not meet any of the other technical specifications  
22 required therein. More importantly, that Data submission did not include the  
23 registration information for the equitable registrants of those domain names  
24 currently identified as registered by a proxy registration service, such as  
25 "ProtectFly." Absent information for the equitable registrants of these domain  
26 names, ICANN has no way of knowing the names of the actual consumers who  
27 registered these names or any of their contact information.

1           7.     In further violation of the TRO, RegisterFly's recent Data submission  
2 also did not include an MD5 algorithm and did not conform to meet RFC 4180  
3 (.csv) specifications. In addition, I am informed that RegisterFly never contacted  
4 anyone at ICANN to discuss alternates to the .csv specifications.

5           8.     ICANN has been denied access to audit RegisterFly's books and  
6 records, as ordered in the TRO. On April 16, 2007, along with the Notice of Entry  
7 of Temporary Restraining Order, I sent a letter to RegisterFly demanding inspection  
8 and audit. I have never received a response to this letter, nor has anyone else at  
9 Jones Day or ICANN. A true and correct copy of my April 16, 2007 letter to  
10 RegisterFly is attached hereto as Exhibit C.

11           9.     On March 28, 2007, RegisterFly timely filed an arbitration demand  
12 (under Sections 5.3 and 5.6 of the RAA), challenging ICANN's termination of the  
13 RAA. The arbitration demand appears to be meritless – indeed, all that RegisterFly  
14 stated in its demand is that it “contest[s] the termination.” RegisterFly has not yet  
15 cited a single factual basis to support its position that the termination was  
16 inappropriate. By initiating the arbitration, RegisterFly was able to delay the actual  
17 termination of the RAA. A true and correct copy of RegisterFly's initiation of  
18 arbitration is attached hereto as Exhibit D. A true and correct copy of the relevant  
19 portions of the RAA between RegisterFly and ICANN is attached hereto as  
20 Exhibit E.

21           10.    RegisterFly continues to operate as a Registrar, accepting money from  
22 customers unaware of its corporate turmoil. ICANN believes that customers are  
23 losing money everyday – and losing the ability to register or renew their domain  
24 names, or to change registrars.

25           11.    In the past two weeks, I have been made aware of three recent suits  
26 against RegisterFly for failure to pay small sums. Jones Day subscribes to both the  
27 Westlaw Document Alert System and the Courthouse News filing service, and I  
28 receive updates on recently filed suits against RegisterFly. A true and correct copy

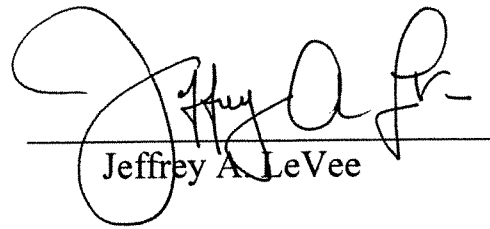
1 of the April 6, 2007 eviction filing against "Unified Names, Inc." for failure to pay  
2 rent is attached hereto as Exhibit F. A true and correct copy of the April 9, 2007  
3 Statement of Claim filing against "Unified Names Inc." for an outstanding bill of  
4 \$1,905.34 for installation of cabling (noting that "customer used someone else's  
5 credit card to pay") is attached hereto as Exhibit G. A true and correct copy of the  
6 April 18, 2007 Complaint against "UnifiedNames, Inc. . . . d/b/a RegisterFly" for  
7 failure to pay wages is attached hereto as Exhibit H.

8 12. RegisterFly's corporate finances were previously addressed by the  
9 United States District Court for the District of New Jersey in litigation between  
10 RegisterFly's present and former shareholders. In a March 2, 2007 Interim Consent  
11 Order, the New Jersey District Court detailed sixteen separate outstanding accounts.  
12 Further, RegisterFly's misuse of what corporate funds it actually maintains has  
13 been the subject of news stories, such as one reciting that RegisterFly funds have  
14 "been spent on lavish Miami penthouse apartments, escort services and a \$6,000  
15 chihuahua." A true and correct copy of the March 2, 2007 Interim Consent Order  
16 issued in United States District Court for the District of New Jersey is attached  
17 hereto as Exhibit I. A true and correct copy of an April 20, 2007 news story from  
18 OUT-LAW News is attached hereto as Exhibit J.

19 13. On April 23, 2007, I received notice from the Court that the hearing on  
20 the Order to Show Cause was being advanced in time only to 10:00 a.m. on  
21 April 26, 2007. I was directed to provide notice of the advancement to all parties  
22 by April 24, 2007. I have directed that the notice of advancement, along with  
23 ICANN's Brief and this Declaration, be served today via email and Federal Express  
24 to Mr. Medina, Mr. Novick and Mr. Rabner.

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I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. This declaration was signed on April 24, 2007 in Los Angeles, California.



Jeffrey A. LeVee

# **EXHIBIT A**



"Mitchell P. Novick"  
<mnovick@mitchellnovick.com>

To "Casado, Carmen; Esq." <Casadoc@adr.org>  
cc "Eisner, Samantha; Esq." <seisner@JonesDay.com>  
bcc

04/16/2007 03:52 PM

Subject Re: RegisterFly v. ICANN (50 181 T 00105 07)

History: This message has been forwarded.

Good day.

This message sets forth the position of RegisterFly regarding the Supplementary Procedures for ICANN.

These Supplementary Procedures are not mandatory in this arbitration. Nevertheless, there is nothing in the contractual relationship between Registerfly and ICANN that prohibits their implementation. Thus, use of any or all of these Supplementary Procedures is discretionary with the panel.

We urge their use where appropriate to expedite or more equitably process this arbitration.

If you have any questions or need any additional information, please contact me.

Thank you.

Mitchell P. Novick

-----  
Law Offices Of Mitchell P. Novick  
66 Park Street  
Montclair, New Jersey 07042

973-744-5150 - voice  
973-744-2227 - fax

mnovick@mitchellnovick.com - direct e-mail



# **EXHIBIT B**



"Mitchell P. Novick"  
<mnovick@mitchellnovick.com>

03/28/2007 04:12 PM

To: Samantha Eisner <seisner@JonesDay.com>  
cc: kevin@unifiednames-inc.com, hrabner@rabnerallcorn.com,  
john.jeffrey@icann.org, amy.stathos@icann.org,  
jlevee@JonesDay.com  
bcc:

Subject: Re: RegisterFly - Notice of Suit (1703-1254)

History: This message has been forwarded.

VIA E-MAIL and FAX

Samantha Eisner wrote:

Ms. Eisner:

This firm is general counsel to RegisterFly.com, Inc.

In response to today's letter from Jeffrey A. LeVee, Esq. of your firm, please be assured that ICANN will have the requested registration data by tomorrow morning Pacific Daylight Time (03/29/2007). This data will be delivered electronically as previously arranged between ICANN and RegisterFly.

RegisterFly was having some difficulties obtaining that data from its vendor, Tucows, which handles this function. The difficulties appear to have been resolved. Please see the following confirmation from Tucows.

-----  
Subject: RE: Executed Order registerfly.com  
From: "Michael Gibbs" <mgibbs@tucows.com>  
Date: Wed, 28 Mar 2007 13:57:18 -0400  
To: <kevinmedinal@myway.com>

Hi Kevin,

I can confirm you will be getting the updated data dump uploaded tomorrow morning to the file-sharing site you used last time.

mike

-----  
Also, we expect that the requested rolling updates will be timely provided. Each update will consist of the data changes since the previous submission.

We trust that with this full-fledged cooperation from RegisterFly, there will no need for ICANN to file suit tomorrow.

I will follow up with you tomorrow, after the registration data has been sent to ICANN.

Nevertheless, if you need any additional information, or if you have any questions, please contact me or Mr. Medina.

Thank you.

--

Mitchell P. Novick

-----  
Law Offices Of Mitchell P. Novick  
66 Park Street  
Montclair, New Jersey 07042

973-744-5150 - voice  
973-744-2227 - fax

[mnovick@mitchellnovick.com](mailto:mnovick@mitchellnovick.com) - direct e-mail

# **EXHIBIT C**

# JONES DAY

555 SOUTH FLOWER STREET • FIFTIETH FLOOR • LOS ANGELES, CALIFORNIA 90071  
TELEPHONE: 213-489-3939 • FACSIMILE: 213-243-2539

Direct Number: (213) 243-2572  
jlevee@jonesday.com

April 16, 2007

## VIA EMAIL AND FEDERAL EXPRESS

RegisterFly.com, Inc.  
960 Arthur Godfrey Road  
Suite 402  
Miami Beach, FL 33140  
Attn: Kevin Medina

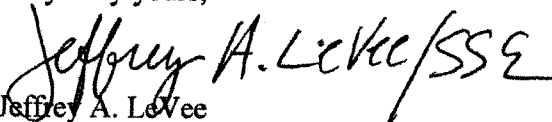
Re: Notice of Entry of Revised Temporary Restraining Order and Demand for Audit

Dear Kevin:

Enclosed you will find a Notice of Entry of Revised Temporary Restraining Order issued today against RegisterFly and UnifiedNames, Inc. in the United States District Court for the Central District of California.

Pursuant to Section 3.4 of the Registrar Accreditation Agreement, and as required by the Temporary Restraining Order, ICANN demands that RegisterFly permit a full audit that would occur on April 18 or 19, 2007. In connection with that audit, all of RegisterFly's registration data should be made available for inspection and copying. Please immediately provide ICANN and me the address where the audit will take place.

Very truly yours,

  
Jeffrey A. LeVee

Enclosure

cc: Harold Rabner, Esq.  
Mitchell Novick, Esq.  
Amy Stathos, Esq.  
Kurt Pritz

LAI-2865664v1

# **EXHIBIT D**

**ONLINE FILING DEMAND FOR ARBITRATION/MEDIATION FORM**

This concludes your filing.

Thank you for submitting your claim to the AAA.

Your claim confirmation number is: 002-8IX-BI4

To institute proceedings, please send a copy of this form and the Arbitration Agreement to the opposing party.

Your dispute has been filed in accordance with: International Arbitration Rules

This Claim has Been Filed For: Arbitration

Filing Fee: \$3,250.00

**Additional Claim Information**

Claim Amount: \$0.00

Claim Description: See uploaded documents (RRA.pdf; Letter.pdf). Claimant ("Registerfly") has received a notice of termination of its Registrar Accreditation Agreement ("RAA") with Respondent ("ICANN"). Termination is to be effective as of March 31, 2007 (see Letter.pdf). Under the terms of the Section 5 of the RAA, RegisterFly is contesting this termination and seeks a determination that (a) its termination was inappropriate, null, and void and (b) the Agreement remains in full force and effect. Pursuant to Subsection 5.4 of the RAA, initiation of this arbitration stays the termination for an additional 30 days. Further, pursuant to Subsection 5.6 of the RAA, RegisterFly hereby requests that the arbitration panel stay the termination until the arbitration decision is rendered; that request has the effect of staying the termination until the arbitration panel has granted an ICANN request for specific performance and RegisterFly has failed to comply with such ruling. Thank you.

Arbitration Clause: See uploaded document (RAA.pdf-Subsection 5.6).

Hearing Locale Requested: Los Angeles , CA

Contract Date: 09/13/2004

Number of Neutrals: 3

**Claimant**

**RegisterFly.com, Inc.**

Type of Business: Service / Product Provider

Name:

Company Name: RegisterFly.com, Inc.

Address: 960 Arthur Godfrey Road  
Suite 402  
Miami Beach, FL 33140

Tel#: 305-674-0165

Fax#:

Email: kevin@unifiednames-inc.com

Include in Caption: Company

**Representatives**

Name: Mitchell P. Novick

Company Name: Law Offices Of Mitchell P. Novick

Address: 66 Park Street  
Montclair, NJ 07042

Tel#: 973-744-5150

Fax#:

Email: mnovick@mitchellnovick.com

**Respondent**

**Representatives**

**Internet Corporation for Assigned Names and Numbers**

Type of Business: Other

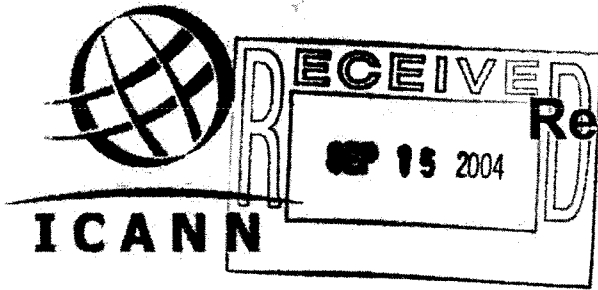
<p>Name: Company Name: Internet Corporation for Assigned Names and Numbers Address: 4676 Admiralty Way Suite 330 Marina Del Rey, CA 90292 - 6601 Tel#: 310-823-9358 Fax#: Email: Include in Caption: Company</p>
--

To institute proceedings, please send a copy of this form and the Arbitration Agreement to the opposing party.

Your demand/submission for arbitration/mediation has been received on 03/28/2007 17:03.



# **EXHIBIT E**



## Registrar Accreditation Agreement

821

This REGISTRAR ACCREDITATION AGREEMENT ("Agreement") is by and between the Internet Corporation for Assigned Names and Numbers ("ICANN"), a California non-profit, public benefit corporation, and **Top Class Names, Inc.**, a Delaware Corporation ("Registrar"), and shall be deemed made on September 13, 2004, at Los Angeles, California, USA.

### 1 DEFINITIONS. For purposes of this Agreement, the following definitions shall apply:

- 1.1 "Accredit" means to identify and set minimum standards for the performance of registration functions, to recognize persons or entities meeting those standards, and to enter into an accreditation agreement that sets forth the rules and procedures applicable to the provision of Registrar Services.
- 1.2 "DNS" refers to the Internet domain-name system.
- 1.3 The "Effective Date" is September 13 2004.
- 1.4 The "Expiration Date" is September 12 2009.
- 1.5 "ICANN" refers to the Internet Corporation for Assigned Names and Numbers, a party to this Agreement.
- 1.6 "Personal Data" refers to data about any identified or identifiable natural person.
- 1.7 "Registered Name" refers to a domain name within the domain of a TLD that is the subject of an appendix to this Agreement, whether consisting of two or more (e.g., john.smith.name) levels, about which a TLD Registry Operator (or an affiliate engaged in providing Registry Services) maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. A name in a Registry Database may be a Registered Name even though it does not appear in a zone file (e.g., a registered but inactive name).
- 1.8 "Registered Name Holder" means the holder of a Registered Name.
- 1.9 The word "Registrar," when appearing with an initial capital letter, refers to Top Class Names, Inc., a party to this Agreement.
- 1.10 The word "registrar," when appearing without an initial capital letter, refers to a person or entity that contracts with Registered Name Holders and with a Registry Operator and collects registration data about the Registered Name Holders and submits registration information for entry in the Registry Database.
- 1.11 "Registrar Services" means services provided by a registrar in connection with a TLD as to which it has an agreement with the TLD's Registry Operator, and includes contracting with Registered Name Holders, collecting registration data

extended until fifteen working days after ICANN does have such an Independent Review Panel in place and Registrar shall not be obligated to comply with the specification or policy in the interim.

- 4.4 Time Allowed for Compliance. Registrar shall be afforded a reasonable period of time after receiving notice of the establishment of a specification or policy under Subsection 4.3 in which to comply with that specification or policy, taking into account any urgency involved.

## 5 MISCELLANEOUS PROVISIONS.

- 5.1 Specific Performance. While this Agreement is in effect, either party may seek specific performance of any provision of this Agreement in the manner provided in Section 5.6 below, provided the party seeking such performance is not in material breach of its obligations.
- 5.2 Termination of Agreement by Registrar. This Agreement may be terminated before its expiration by Registrar by giving ICANN thirty days written notice. Upon such termination by Registrar, Registrar shall not be entitled to any refund of fees paid to ICANN pursuant to this Agreement.
- 5.3 Termination of Agreement by ICANN. This Agreement may be terminated before its expiration by ICANN in any of the following circumstances:
- 5.3.1 There was a material misrepresentation, material inaccuracy, or materially misleading statement in Registrar's application for accreditation or any material accompanying the application.
- 5.3.2 Registrar:
- 5.3.2.1 is convicted by a court of competent jurisdiction of a felony or other serious offense related to financial activities, or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that ICANN reasonably deems as the substantive equivalent of those offenses; or
- 5.3.2.2 is disciplined by the government of its domicile for conduct involving dishonesty or misuse of funds of others.
- 5.3.3 Any officer or director of Registrar is convicted of a felony or of a misdemeanor related to financial activities, or is judged by a court to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that ICANN deems as the substantive equivalent of any of these; provided, such officer or director is not removed in such circumstances.
- 5.3.4 Registrar fails to cure any breach of this Agreement (other than a failure to comply with a policy adopted by ICANN during the term of this Agreement as to which Registrar is seeking, or still has time to seek, review under Subsection 4.3.2 of whether a consensus is

present) within fifteen working days after ICANN gives Registrar notice of the breach.

- 5.3.5 Registrar fails to comply with a ruling granting specific performance under Subsections 5.1 and 5.6.
- 5.3.6 Registrar continues acting in a manner that ICANN has reasonably determined endangers the stability or operational integrity of the Internet after receiving three days notice of that determination.
- 5.3.7 Registrar becomes bankrupt or insolvent.

This Agreement may be terminated in circumstances described in Subsections 5.3.1 – 5.3.6 above only upon fifteen days written notice to Registrar (in the case of Subsection 5.3.4 occurring after Registrar's failure to cure), with Registrar being given an opportunity during that time to initiate arbitration under Subsection 5.6 to determine the appropriateness of termination under this Agreement. In the event Registrar initiates litigation or arbitration concerning the appropriateness of termination by ICANN, the termination shall be stayed an additional thirty days to allow Registrar to obtain a stay of termination under Subsection 5.6 below. If Registrar acts in a manner that ICANN reasonably determines endangers the stability or operational integrity of the Internet and upon notice does not immediately cure, ICANN may suspend this Agreement for five working days pending ICANN's application for more extended specific performance or injunctive relief under Subsection 5.6. This Agreement may be terminated immediately upon notice to Registrar in circumstance described in Subsection 5.3.7 above.

- 5.4 Term of Agreement; Renewal; Right to Substitute Updated Agreement. This Agreement shall be effective on the Effective Date and shall have an initial term running until the Expiration Date, unless sooner terminated. Thereafter, if Registrar seeks to continue its accreditation, it may apply for renewed accreditation, and shall be entitled to renewal provided it meets the ICANN-adopted specification or policy on accreditation criteria then in effect, is in compliance with its obligations under this Agreement, as it may be amended, and agrees to be bound by terms and conditions of the then-current Registrar accreditation agreement (which may differ from those of this Agreement) that ICANN adopts in accordance with Subsection 2.3 and Subsection 4.3. In connection with renewed accreditation, Registrar shall confirm its assent to the terms and conditions of the then-current Registrar accreditation agreement by signing that accreditation agreement. In the event that, during the Term of this Agreement, ICANN posts on its web site an updated form of registrar accreditation agreement applicable to Accredited registrars, Registrar (provided it has not received (1) a notice of breach that it has not cured or (2) a notice of termination of this Agreement under Subsection 5.3 above) may elect, by giving ICANN written notice, to enter an agreement in the updated form in place of this Agreement. In the event of such election, Registrar and ICANN shall promptly sign a new accreditation agreement that contains the provisions of the updated form posted on the web site, with the length of the term of the substituted

agreement as stated in the updated form posted on the web site, calculated as if it commenced on the date this Agreement was made, and this Agreement will be deemed terminated.

- 5.5 Addition or Deletion of TLDs for Which Registrar Accredited. On the Effective Date, Registrar shall be accredited according to Subsection 2.1 for each TLD as to which an appendix executed by both parties is attached to this Agreement. During the Term of this Agreement, Registrar may request accreditation for any additional TLD(s) by signing an additional appendix for each additional TLD in the form prescribed by ICANN and submitting the appendix to ICANN. In the event ICANN agrees to the request, ICANN will sign the additional appendix and return a copy of it to Registrar. The mutually signed appendix shall thereafter be an appendix to this Agreement. During the Term of this Agreement, Registrar may abandon its accreditation for any TLD under this Agreement (provided that Registrar will thereafter remain accredited for at least one TLD under this Agreement) by giving ICANN written notice specifying the TLD as to which accreditation is being abandoned. The abandonment shall be effective thirty days after the notice is given.
- 5.6 Resolution of Disputes Under this Agreement. Disputes arising under or in connection with this Agreement, including (1) disputes arising from ICANN's failure to renew Registrar's accreditation and (2) requests for specific performance, shall be resolved in a court of competent jurisdiction or, at the election of either party, by an arbitration conducted as provided in this Subsection 5.6 pursuant to the International Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in English and shall occur in Los Angeles County, California, USA. There shall be three arbitrators: each party shall choose one arbitrator and, if those two arbitrators do not agree on a third arbitrator, the third shall be chosen by the AAA. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the AAA rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety days of the conclusion of the arbitration hearing. In the event Registrar initiates arbitration to contest the appropriateness of termination of this Agreement by ICANN, Registrar may at the same time request that the arbitration panel stay the termination until the arbitration decision is rendered, and that request shall have the effect of staying the termination until the arbitration panel has granted an ICANN request for specific performance and Registrar has failed to comply with such ruling. In the event Registrar initiates arbitration to contest an Independent Review Panel's decision under Subsection 4.3.3 sustaining the Board's determination that a specification or policy is supported by consensus, Registrar may at the same time request that the arbitration panel stay the requirement that it comply with the policy until the arbitration decision is rendered, and that request shall have the effect of staying the requirement until the decision or until the arbitration panel has granted an ICANN request for lifting of the stay. In all litigation involving ICANN concerning this Agreement (whether in a case where arbitration has not been elected or to enforce an arbitration award), jurisdiction

and exclusive venue for such litigation shall be in a court located in Los Angeles, California, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of the parties during the pendency of an arbitration, the parties shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or in a court located in Los Angeles, California, USA, which shall not be a waiver of this arbitration agreement.

- 5.7 Limitations on Monetary Remedies for Violations of this Agreement. ICANN's aggregate monetary liability for violations of this Agreement shall not exceed the amount of accreditation fees paid by Registrar to ICANN under Subsection 3.9 of this Agreement. Registrar's monetary liability to ICANN for violations of this Agreement shall be limited to accreditation fees owing to ICANN under this Agreement. In no event shall either party be liable for special, indirect, incidental, punitive, exemplary, or consequential damages for any violation of this Agreement.
- 5.8 Handling by ICANN of Registrar-Supplied Data. Before receiving any Personal Data from Registrar, ICANN shall specify to Registrar in writing the purposes for and conditions under which ICANN intends to use the Personal Data. ICANN may from time to time provide Registrar with a revised specification of such purposes and conditions, which specification shall become effective no fewer than thirty days after it is provided to Registrar. ICANN shall not use Personal Data provided by Registrar for a purpose or under conditions inconsistent with the specification in effect when the Personal Data was provided. ICANN shall take reasonable steps to avoid uses of the Personal Data by third parties inconsistent with the specification.
- 5.9 Assignment. Either party may assign or transfer this Agreement only with the prior written consent of the other party, which shall not be unreasonably withheld, except that ICANN may, with the written approval of the United States Department of Commerce, assign this agreement by giving Registrar written notice of the assignment. In the event of assignment by ICANN, the assignee may, with the approval of the United States Department of Commerce, revise the definition of "Consensus Policy" to the extent necessary to meet the organizational circumstances of the assignee, provided the revised definition requires that Consensus Policies be based on a demonstrated consensus of Internet stakeholders.
- 5.10 No Third-Party Beneficiaries. This Agreement shall not be construed to create any obligation by either ICANN or Registrar to any non-party to this Agreement, including any Registered Name Holder.
- 5.11 Notices, Designations, and Specifications. All notices to be given under this Agreement shall be given in writing at the address of the appropriate party as set forth below, unless that party has given a notice of change of address in writing. Any notice required by this Agreement shall be deemed to have been properly given when delivered in person, when sent by electronic facsimile with receipt of confirmation of delivery, or when scheduled for delivery by internationally

recognized courier service. Designations and specifications by ICANN under this Agreement shall be effective when written notice of them is deemed given to Registrar.

If to ICANN, addressed to:

Internet Corporation for Assigned Names and Numbers  
Registrar Accreditation  
4676 Admiralty Way, Suite 330  
Marina del Rey, California 90292 USA  
Attention: General Counsel  
Telephone: 1/310/823-9358  
Facsimile: 1/310/823-8649

If to Registrar, addressed to:

Top Class Names, Inc.  
a Delaware Corporation  
150 West Maynard, Apt. 1K  
Columbus, Ohio 43202  
USA

Attention: Bhavin Turakhia  
Registrar Website URL: [www.topclassnames.com](http://www.topclassnames.com)  
Telephone: 91-9820097557  
Facsimile: 91 22 5679 7510  
e-mail: [info@topclassnames.com](mailto:info@topclassnames.com)


- 5.12 Dates and Times. All dates and times relevant to this Agreement or its performance shall be computed based on the date and time observed in Los Angeles, California, USA.
- 5.13 Language. All notices, designations, and specifications made under this Agreement shall be in the English language.
- 5.14 Amendments and Waivers. No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties. No waiver of any provision of this Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.
- 5.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 5.16 Entire Agreement. Except to the extent (a) expressly provided in a written agreement executed by both parties concurrently herewith or (b) of written assurances provided by Registrar to ICANN in connection with its Accreditation, this Agreement (including the appendices, which form part of it) constitutes the

entire agreement of the parties pertaining to the accreditation of Registrar and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives.


ICANN

By:

  
Kurt Pritz  
Vice President, Business Operations

Top Class Names, Inc.

By:

  
Name: Bhawn Turakhia  
Title: CEO



# **EXHIBIT F**

IN THE COUNTY COURT IN AND  
FOR MIAMI-DADE COUNTY, FLORIDA

CIVIL DIVISION

BEACH GATE, LLC.,

Case No. 07-006390024

Plaintiff,

vs.

UNIFIED NAMES, INC., and  
all others in possession,

Defendant.

80  
Liss  
A# 4788

RECORDS SECTION  
APR 06 2008

COMPLAINT FOR REMOVAL OF NON-RESIDENTIAL TENANT FOR  
NON-PAYMENT OF RENT

Plaintiff, BEACH GATE, LLC., brings action against Defendant,  
UNIFIED NAMES, INC., and all others in possession, and alleges:

1. This is an action for Removal of Tenant from real property  
in Miami-Dade County, Florida.

2. Plaintiff is the Landlord and Defendant is the Tenant of  
the following-described real property in Miami-Dade County:

960 Arthur Godfrey Road, Suite 402  
Miami Beach, Florida 33140

3. Defendant has possession of the above described property  
under a written rental agreement (the "Lease"). The Lease is  
attached hereto and made part hereof as Exhibit "A".

4. Defendant materially failed to comply with the terms of  
the Lease, failed to pay rent of \$2,182.50, and timely notice given  
of such failure to pay rent was served upon the Defendant. A copy  
of the Notice to Pay Rent or Deliver Possession (the "Notice")  
under the terms of the Lease is attached hereto and made a part  
hereof as Exhibit "B".

5. Rent will continue to accrue in the sum of \$2,182.50

COPY OF THE COMPLAINT  
AND SUMMONS WAS MAILED  
TO THE DEFENDANT(S) 97  
APR 06 2008

ON \_\_\_\_\_ Clerk

inclusive of sales tax on the 1<sup>st</sup> day of each and every month during the pendency of this action.

6. Since the service of the Notice the April, 2007 rent has accrued in the sum of \$2,919.37 inclusive of sales tax and late fees of \$265.40.

7. The next rental payment will be due on May 1, 2007.

8. All conditions precedent to the filing of this action have been satisfied and/or waived.

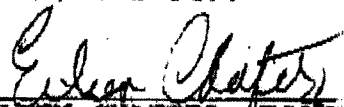
9. Plaintiff is entitled to Summary Procedure pursuant to Florida Statute, Chapter 51.

10. Plaintiff has engaged the services of the undersigned attorney and Defendant is required to pay the Plaintiff's attorney's fees pursuant to the terms of the Lease.

WHEREFORE, Plaintiff demands judgment for possession of the premises, that this cause be advanced on the Calendar, attorney's fees pursuant to the terms of the Lease, costs of this action, and such other and further relief as this Court deems just and proper in the premises.

EILEEN CHAFETZ, P.A.  
Attorney for Plaintiff  
4770 Biscayne Blvd, Suite 640  
Miami, Florida 33137  
Tel. (305) 672-3100

By:

  
\_\_\_\_\_  
EILEEN CHAFETZ, ESQUIRE  
Florida Bar No. 759381

## STANDARD OFFICE LEASE

THIS AGREEMENT entered into this 1st day of January 2007, by and between Beach Gate LLC. (Hereinafter referred to as "Landlord") whose business address is: 960 Arthur Godfrey Road, Suite #206, Miami Beach, FL, 33140, and Unified Names, Inc., whose business address is at the Leased Premises, (hereinafter referred to as "Tenant").

### WITNESSETH

Subject to the terms, covenants and conditions of this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described property, sometimes hereinafter referred to as the "Premises" or the "Leased Premises", to-wit:

Space designated as Suite # 402, located on the 4th floor of the building known as the International Medical Building, sometimes hereinafter referred to as the "Building" or the "Real Property", being located at the following address: 960 Arthur Godfrey Road, Miami Beach, Florida 33140, City of Miami Beach, County of Dade, State of Florida.

1. **TERM:** Tenant to have and to hold the above described Leased Premises for a term of 1 year, commencing on January 1, 2007 and terminating on December 31 2007 at 5:00 P.M. on the terms, covenants, and conditions as set for the herein. If Tenant, with Landlord's prior written approval, shall occupy the Leased Premises before the date of commencement of this Lease, all terms, covenants and conditions of this Lease shall be in full force and effect, as of the date of possession. The security deposit will be due at the execution of this Lease.
2. **POSSESSION:** If, for any reason, Landlord is unable to give possession of the Leased Premises on the date of commencement of this Lease, this Lease shall not be affected thereby nor shall Tenant have any claim against Landlord by reason thereof. All claims for damages arising out of such delay other than a proportionate abatement of rent are hereby waived and released by Tenant. Nothing herein contained shall operate to extend the term of this Lease beyond the agreed termination date and Tenant's only remedy and Landlord's only liability shall be the abatement of rent herein referred to. If Landlord is unable to give possession of the Leased Premises to Tenant within ninety (90) days next after the commencement date of this Lease, then either party shall have the right to cancel this Lease upon written notice thereof delivered to the other party within ten (10) days after the lapse of said ninety (90) day period, and upon such cancellation, Landlord and Tenant each shall be released and discharged from any and all liability in connection with this Lease.
3. **MONTHLY BASE RENT:** Tenant covenants and agrees to pay, together with any and all sales and use taxes levied upon the use and occupancy of the Leased Premises, as set forth in Section 6 of this Lease, during the term hereof, to Landlord, in advance and beginning on the commencement date of this Lease, and on or before the first day of each and every month thereafter, without any prior demand therefore, and free from all claims, deductions, demands, or set-off against Landlord of any kind or character whatsoever, for the next twelve (12) month period, a monthly base rent of \$2,182.50. Rent shall be paid to Landlord at: EXECUTIVE MANAGEMENT TEAM, Inc. 960 Arthur Godfrey Road, Suite 202, Miami Beach, Florida 33140 or at such other place designated by Landlord. The Monthly Base Rent will be adjusted annually in the manner set forth in Section 4 of this Lease.
4. **OPERATING EXPENSES:**  
Tenant shall pay to Landlord, as additional rent, together with the Monthly Base Rent, during the term of this Lease or any renewal or extension thereof, its proportionate share of the Building's and the Real Property's operating expenses ("Operating Expenses"), together with any applicable taxes, as set forth in section 5 Lease. For the purposes of this Section, the following definitions shall apply:
  - i. Tenant's proportionate share means and is conclusively agreed to be .050%
  - ii. Tenant's monthly payment during calendar year 2007 towards its proportionate share of Operating Expenses is currently assessed at \$297.65, plus applicable taxes.



iii. Operating Expenses shall mean all costs and expenses which Landlord incurs for operating and maintaining the Building, the Real Property, the Land and all parking and other appurtenance thereto relating to the Building (collectively "Landlord's Property"), and for Landlord's compliance hereunder. Operating Expenses will include, without limitation, the following as applied solely to Landlord's Property or any part thereof and Landlord's employees and others engaged in the operation, management and maintenance thereof: all payments, benefits and employer's contributions, and all Social Security, Medicare, payroll and other taxes and worker's compensation premiums relating thereto; the cost of supplying and cleaning employees' uniforms and work clothes, all charges for electricity, water, gas and other utilities and sewer service and trash removal, and taxes thereon; premiums for all insurance maintained by Landlord; the cost of all supplies, tools materials and equipment; the cost of repairs, repairs, maintenance, alterations, improvements, replacements and painting made by Landlord at its expense; janitorial services, labor and supplies; window cleaning; landscape services; cost of capital improvements, which in accordance with generally accepted accounting principals may be deemed to capital improvements, to any portion of Landlord's Property which are required by law and/or which, if not made by Landlord would result in greater or increased Operating Expenses; management fees, administrative costs, legal accounting and other professional fees and expenses; Taxes; and any and all other expenses and costs customarily treated as operating expenses or taxes in buildings of this nature. "Taxes" will include, but not be limited to, the following as applied solely to Landlord's Property or any part thereof: taxes levied in lieu of taxes on gross rentals; taxes, assessments and other governmental and quasi-governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of every kind or nature whatsoever which may have been or may be assessed, levied, or imposed and/or which may become a lien upon Landlord's Property or any part thereof or the rents or profits therefrom and/or upon any use or occupancy of the Premises in whole or in part; any charge in lieu of the foregoing; and the costs and expenses, including attorneys' fees, of contesting the amount or validity of any Taxes, such costs and expenses to be applicable to the period of the item contested. Notwithstanding the foregoing, in no event will Operating Expenses include: the cost of capital improvements, except as specifically herein above set forth; commissions payable to any real estate broker(s) for the leasing of space in the Building; the cost of any work done by Landlord for and at the expense of any tenant(s) in the Building; legal fees paid to enforce the obligations of any other tenant.

- a. Beginning with the calendar year next following the commencement date of this Lease, and each calendar year thereafter, during the term of this Lease, or any renewal or extension thereof, at such time as the information is finalized, Landlord will notify Tenant of Tenant's proportionate share of the Operating Expenses for the calendar year just concluded. Landlord's computation of Tenant's proportionate share of the Operating Expenses will be prorated for any fraction of a calendar year in which the term of this Lease or any renewal or extension thereof, begins or ends. Within fifteen (15) days after receipt of Landlord's computation of Tenant's proportionate share of the Operating expenses, Tenant will pay to Landlord the amount due, plus applicable taxes, less any payment by Tenant to Landlord or "Landlord's Estimated Expense Computation", as defined in Section 5.c. below, if any, for the calendar year just concluded.
- b. Beginning with the calendar year next following the commencement date of this Lease, or any other date deemed necessary by the Landlord, and each calendar year thereafter, during the term of this Lease, or any renewal or extension thereof, Landlord will provide Tenant with an estimate of Tenant's proportionate share of Operating Expenses for the current calendar year ("Landlord's Estimated Expense Computation"). Tenant will pay to Landlord, on the same day that the installment of Monthly Base Rent is payable, one-twelfth (1/12) of Landlord's Estimated Expenses Computation.
- c. The Statement of Operating Expenses will contain reasonable explanation of the Operating Expenses. Within fifteen (15) days after receipt of a request for any such statement, Landlord will supply Tenant with an explanation of the computation of the Operating Expenses. Any statement of Operating Expenses will be conclusive and binding upon Tenant on the 15<sup>th</sup> day after delivery to Tenant. Pending the

determination of any dispute, Tenant will make all payments as required by this Section 5, without prejudice to Tenant's position.

- d. Tenant's proportionate share of Operating Expenses for the final calendar year of this Lease or any renewal or extension thereof, will be due and payable even though it may not be finally calculated until after the termination date of this Lease, or any renewal or extension thereof. Accordingly, Landlord shall have the right to continue to hold Tenant's security deposit following the expiration date of this Lease or renewal or extension thereof, until Tenant's proportionate share of Operating Expenses for the final calendar year of this lease, or any renewal or extension thereof, has been paid in full.
5. **SALES AND USE TAX:** Tenant hereby covenants and agrees to pay monthly, as additional rent, and sales, use or other tax, excluding State or Federal income tax, now or hereafter imposed upon rents or additional rents by the United States of America, the State, or any political subdivision thereof, to the Landlord, notwithstanding the fact that such statute, ordinance or enactment imposing the same may endeavor to impose the tax on Landlord.
6. **LATE PAYMENT PENALTY:** In the event any rent or additional rent due Landlord under this Lease, is not received by Landlord within five (5) days after the due date, Tenant agrees to pay Landlord each month, as additional rent, a late payment penalty of \$100.00 or 10% of the total rent and additional rent then due and outstanding whichever is greater. All late payment penalties shall be due immediately upon demand by Landlord, free from all claims, deductions, demands, or set-off against Landlord of any kind or character whatsoever.
7. **DISHONORED CHECKS:** In the event that any check, bank draft, order for payment or negotiable instrument given to Landlord for any payment due under this Lease, shall be dishonored for any reason whatsoever, not attributable to Landlord, in addition to a late payment penalty, as set forth in Section 7 of this Lease, Landlord shall make an administrative charge to Tenant, as additional rent, a minimum of \$50.00, or such higher amount allowed by Florida Law, for each such occurrence. In the event that more than one (1) check, bank draft, order for payment or negotiable instrument given to Landlord for any payment due under this Lease shall be dishonored for any reason whatsoever, not attributable to Landlord, during the term of this Lease or any renewal or extension thereof, Landlord shall require that all subsequent payments made by Tenant to Landlord, be made by either United States Postal Money Order or Florida Bank Cashier's Check.
8. **ADDITIONAL RENT:** In order to give Landlord a lien of equal priority with Landlord's lien for rent, and for no other purpose, any and all sums or money or charges required to be paid by Tenant under this Lease, whether or not the same be so designated, shall be considered additional rent ("Additional Rent"). If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless, if not paid when due, be collectible as additional rent within the next installment of rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charges as the same becomes due and payable hereunder, or limit any other remedy of Landlord.
10. **SECURITY AND ASSIGNMENT BY LANDLORD:** Simultaneously with Tenant's execution of this Lease, Tenant has paid to Landlord, or Landlord has previously received the sum of \$3,750.00, as security for the faithful performance and observance by Tenant of the terms, covenants and conditions of this Lease. It is agreed that in the event Tenant defaults in respect of any of the terms, covenants and conditions of this Lease, including but not limited to the payment of rent and additional rent, Landlord may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any other sums as to which Tenant is in default, or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this Lease, including, but not limited to any damages or deficiency in the re-letting of the premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Landlord. Subject to Section 5 of this Lease, in the event that Tenant shall fully and faithfully comply with all of the terms, covenants and conditions of this Lease, the security shall

be returned to Tenant within thirty (30) days after the termination date of this Lease, or any renewal or extension thereof, except arising due to a default by Tenant, and after delivery of entire possession of the Leased Premises to Landlord, in accordance with Section 37 of this Lease.

- a. In the event any installment of Monthly Base Rent or other charges accruing under this Lease shall not be paid when due, including the return of any payment which has been dishonored for any reason whatsoever, Landlord shall have the right, at Landlord's sole discretion, to require Tenant to pay to Landlord an additional security deposit, in excess of the original security deposit, of up to two (2) month's current total monthly payments for rent, additional rent and applicable taxes or Landlord may declare the Tenant in Default.
- b. Landlord shall have the right to transfer and assign, in whole or in part, all and every feature of its rights and obligations hereunder, and in the Building and the Real Property referred to herein, and howsoever made, shall be in all things respected and recognized by Tenant. In the event of a sale, assignment of lease of the land or building, or Lessor's interest, this entire Lease shall be subrogated to the rights of the new owner and Landlord shall have the right to transfer the security deposit to the purchaser, or assignee, and Landlord shall thereupon be released by Tenant from all liability for the return of such security and for the performance of the terms, covenants and conditions hereunder, and Tenant agrees to look solely to the new Landlord for the return of said security and for the performance of all the terms, covenants and conditions of this Lease to be performed by Landlord.
- c. It is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Landlord. Tenant further covenants that it will not assign or encumber the monies deposited herein as security, and that neither Landlord nor his successors or assigns shall be bound by any such assignment or encumbrance. Landlord shall not be required to keep the security in a segregated account and the security may be commingled with other funds of Landlord, and in no event shall Tenant be entitled to any interest on the security.

**11. SERVICES TO BE FURNISHED:** Provided that Tenant is not in default under any of the terms, covenants and conditions of this Lease, Landlord shall furnish the following services to Tenant:

- a. Elevator service, in common with other tenants, 7 days a week, 24 hours per day.
- b. Electric current for normal and customary office use, 7 days a week, 24 hours per day.
- c. Water in such amount as in Landlord's sole and absolute judgment is necessary for lavatory and like purposes.
- d. Air conditioning from 8:30 A.M. until 6:00 P.M., Monday through Friday (except for legal holidays by the U.S. Federal Government), at such temperatures and in such amounts as are considered by Landlord to be standard. Upon reasonable advance notice by Tenant, Landlord shall furnish air conditioning service to the Leased Premises during hours other than the foregoing, at an hourly rate to be negotiated in advance and billed monthly to Tenant.
- e. Janitorial service within the Leased Premises, as is standard for offices in the Building of which the Leased Premises forms a part, Monday through Friday (except for holidays declared by the U.S. Federal Government) the Premises cleaned and schedule of cleaning to be in the discretion of the building manager.
- f. Tenant will not bring electric or plumbing into the Leased Premises, and will not install or operate any electrical equipment or other machinery, except light office machines (such as typewriters, adding machines, and personal computers) normally used, without obtaining the prior written consent of Landlord, in Landlord's sole discretion, who may condition such consent upon the payment by Tenant of additional rent as compensation for excess consumption of electricity or water occasioned by the use or operation of said equipment or machinery.
- g. It is understood and agreed that the electricity to be supplied by Landlord under this Section, will not be generated by Landlord, but will be obtained from a public utility company supplying same, and it is therefore agreed that Landlord shall in no event be liable or responsible to Tenant for any loss, damage or expense which Tenant may sustain or incur if either the quantity or character of the electric current shall be changed by the public utility company, nor shall Landlord be responsible for any failure on the part of such public utility company to furnish an adequate or satisfactory supply of electricity or because of any interruption of such service.
- h. Failure by Landlord, to any extent, to furnish, or any stoppage of, these defined services resulting from causes beyond the control of Landlord, shall not render Landlord liable in any respect for

damages to either person or property, nor be construed as an eviction, actual or constructive, of Tenant, nor work an abatement of rent, nor relieve Tenant from fulfillment of any covenant or agreement hereof. Should any equipment or machinery break down or for any cause cease to function properly, Landlord shall use reasonable diligence to repair the same promptly, but Tenant shall have no claim for rebate of rent or damages on account of any interruption in service occasioned thereby or resulting therefrom nor shall the rent be abated in any way.

**12. USE:** The Leased Premises shall be continuously used and occupied during the full term of this Lease, and for no other use or purpose(s) than: General Office, without the prior written consent of Landlord, in Landlord's sole subjective opinion. Tenant covenants and agrees that Tenant will not, without the prior written consent of Landlord; permit the premises to be occupied by any person, firm, corporation or entity, other than the Tenant and Tenant's employees. In the event Tenant's use of the Property disturbs the quiet enjoyment of the Building by the other Tenants, in the Landlord's sole subjective discretion, then Landlord reserves the right to cancel this Lease immediately.

**13. LEGAL USE, REGULATIONS AND VIOLATIONS OF INSURANCE COVERAGE:** Tenant will occupy and use the Leased Premises during the term of this Lease, or any renewal or extension thereof, for the use and purpose as set forth in Section 12 of this Lease and none other; will not exhibit; sell or offer for sale on the premises or in the Building, any article or thing whatsoever (except those articles and things essentially connected with the stated use of the premises) without the prior written consent of Landlord; will not make or permit any use of the premises which, directly or indirectly, is forbidden by public law, ordinance or governmental regulation or which may be dangerous to life, limb or property, or which may invalidate or increase the premium cost of any policy of insurance carried on the Building or the Real Property, or covering its operation, and will comply with the Rules and Regulations attached to this Lease and hereby made a part hereof as though inserted in this section, and such other Rules and Regulations as Landlord may hereafter adopt and make known to Tenant by written notice. In addition to all other liabilities for breach of any covenant of this Section, Tenant shall pay to Landlord, as additional rent, an amount equal to the increased cost of insurance or damage. Tenant waives any claim against Landlord or Executive Management Team, Inc. for any expenses or damage resulting from compliance with any of the said laws, ordinances, regulations, or Rules and Regulations.

**14. COMPLIANCE WITH LEGAL REQUIREMENTS:** Tenant covenants and agrees, at its sole cost and expense, to: promptly fulfill and comply with all laws, statutes, ordinances, rules, orders, regulations and requirements of any and all governmental bodies, including but not limited to: Federal, State, County and City governments, and any and all of their departments and bureaus applicable to the Leased Premises, now in force, or which may hereafter be in force; promptly fulfill and comply with all laws, statutes, ordinances, rules, orders, regulations and requirements for the prevention of fire, now in force, or which may hereafter be in force; promptly fulfill and comply with all laws, statutes, ordinances, rules, orders, regulations and requirements of any use or occupancy certificate; and to promptly fulfill and comply with the provisions of all recorded documents affecting the Leased Premises, and the Building or the Real Property of which the Leased Premises forms a part, insofar as any thereof relate to or affect the condition, and the use or occupancy of the Leased Premises. Tenant shall pay all costs, expenses, claims, fines, penalties, and damages that may be imposed because of the failure of Tenant to comply with this Section, and shall indemnify Landlord from any and all liability arising from each and every non-compliance.

**15. ZONING AND USAGE OF THE LEASED PREMISES:** Tenant hereby covenants and agrees that Tenant has made an independent investigation of all the applicable zoning and usage laws, codes and restrictions regarding Tenant's intended use of the Leased Premises. Tenant has not relied upon any representation of Landlord, or Landlord's agents, as to the right of Tenant to use the Leased Premises as intended in this Lease. Tenant shall at all times be licensed by the appropriate governmental authority regulating the occupancy and use of the Leased Premises the failure of which shall be considered a Default by the Tenant.



16. **ACCEPTANCE OF PREMISES:** Tenant hereby acknowledges that Tenant has inspected the Leased Premises and that the Leased Premises is suitable for Tenant's use and occupancy. Tenant hereby acknowledges and agrees that Tenant has inspected the Leased Premises and accepts it and is satisfied as to the extent and condition thereof, and acknowledges and agrees that the Leased Premises is being leased in its "as is" condition. Except as set forth in Exhibit "C" of this Lease, Tenant acknowledges that no work needs to be performed by Landlord to prepare the Leased Premises for Tenant's occupancy, and that Landlord makes no warranties or representations as to the condition of the Leased Premises or its suitability for Tenant's use or occupancy.
17. **REPAIRS AND ALTERATIONS:** Tenant, by occupancy hereunder, accepts the Leased Premises as being in good repair and condition. Tenant shall at all times during the term of this Lease or any renewal or extension thereof, at its sole cost and expense, maintain the Leased Premises and every part thereof, in good repair and condition, including without limitation: ceilings and ceiling systems, electrical system and fixtures, plumbing system and fixtures, interior partitions, doors and door frames, periodic painting, carpet cleaning, and carpet and floor covering repairs and replacement. Tenant shall promptly, at its sole cost and expense, repair or replace any damage or injury to all or any part of the Leased Premises, the Building, or the Real Property, caused by Tenant's unauthorized use of the Leased Premises, the Building or the Real Property, or by the fault or neglect of Tenant, Tenant's officers, employees, agents, contractors, licensees, customers, invitees, visitors, and others permitted in, upon or about the Leased Premises by Tenant; provided however, if Tenant fails to make the repairs or replacements promptly, Landlord may, using such repairman as Landlord may choose in the ordinary course of business, but shall not be obligated to, make the repairs or replacements at Tenant's sole cost and expense and Tenant shall pay Landlord, as additional rent, the cost of such work performed by Landlord, plus twenty percent (20%) overhead, upon presentation of a bill for such work. Except as set forth in Exhibit "D" of this Lease, Tenant shall not make or suffer to be made any alterations, additions, improvements or decorations to or on the Leased Premises or any part thereof or the common areas of the Real Property, without the prior written approval and consent of Landlord. In the event, Landlord consents to the proposed alterations, additions, improvements, or decorations, the same shall be at Tenant's sole cost and expense, and Tenant shall hold Landlord harmless on account of the cost thereof. Tenant, at its sole cost and expense, shall obtain all necessary plans, specifications, governmental approvals and permits, and shall provide Landlord with copies of all such plans, specifications, governmental approvals and permits, prior to the commencement of any and all such construction work, and Tenant shall comply with all applicable laws, rules, regulations, and building and zoning codes relating to such construction work. All construction work shall be performed in a good and workmanlike manner and shall be diligently performed to completion. Any construction work performed by Tenant without Landlord's prior written approval and consent, shall immediately be returned to its original order and condition at Tenant's sole cost and expense, upon request by Landlord. Any such alterations, additions, improvements and decorations shall be made at such times and in such a manner as to not unreasonably interfere with the occupation, use and enjoyment of the remainder of the Building and the Real Property by the other tenants or guests thereof. If required by Landlord, such alterations, additions, improvements and decorations shall be removed by Tenant upon the termination or sooner expiration of the term of this Lease or any renewal or extension thereof, and Tenant shall repair any and all damage to the Leased Premises caused by such removal, all at Tenant's sole cost and expense.
18. **LIENS:** Tenant herein shall not have any right or authority to create any liens for labor or material on the Landlord's interest in the above described Leased Premises, or the Building or the Real Property of which the Leased Premises forms a part, and all persons contracting with the Tenant for the renovation, alteration, addition, improvement, decoration, repair, maintenance, labor performed or materials furnished to the Leased Premises, or to the Building or Real Property of which the Leased Premises forms a part, and all contractors, sub-contractors, materialmen, mechanics and laborers, are hereby charged with notice that they must look solely to the credit of Tenant for payment, and not the Landlord's interest in the Leased Premises or otherwise. Landlord may, at Landlord's option, record a notice of this provision in the public records of Dade County, Florida.
- a. If by reason of any renovation, alteration, addition, improvement, decoration, repair, maintenance, labor performed or materials furnished to the Leased Premises, for or on behalf of Tenant, any

- mechanic's lien or other lien shall be filed, claimed, perfected or otherwise established as provided by law, against the Leased Premises, or against the Building or the Real Property of which the Leased Premises forms a part, Tenant shall discharge or remove the lien by bonding or otherwise, within ten (10) days after receipt of notice from Landlord of the filing of same.
- b. Tenant further agrees that Tenant will promptly pay and satisfy all liens of contractors, sub-contractors, materialmen, mechanics, laborers, and other items of like character, and will indemnify Landlord against all legal costs and charges, bond premiums for release of liens and including attorneys' fees, costs and expenses, reasonably incurred in and about the defense of any suit in discharging the said Premises or any part thereof from any liens, judgments, or encumbrance caused or suffered by Tenant. It is understood and agreed between the parties hereto that the cost and charges above referred to shall be considered as rent due and shall be included in any lien for rent.
19. **SAFETY AND LIMITATION OF EQUIPMENT:** Landlord shall have the right to determine and prescribe the weight and proper position of any unusually heavy equipment, including but not limited to: equipment, safes, large files and etc., and to limit, restrict or exclude such equipment, as well as any other equipment and machinery, which in Landlord's opinion are unusually noisy or create unusual vibrations, or give off noxious odors. Only those, which, in the opinion of Landlord, may be modified and used so as to avoid noise, vibration and noxious odors, may be moved into the Building. Any damage occasioned in connection with the moving or installing of such aforementioned equipment or articles in the Building, or by reason of the existence of the same in the Building, shall be paid for by Tenant.
20. **HAZARDOUS MATERIALS AND INDEMNIFICATION:** Tenant hereby covenants and agrees that it shall not bring or transport onto the Leased Premises, or use or store in, on, or about the Leased Premises, or in the vicinity thereof, or on or about the Building or the Real Property in connection with its use and occupancy of the Leased Premises, or permit any other party to do any of the foregoing, any environmentally hazardous materials, substances or waste of any nature that is classified as such by any county, municipal, state, federal or other governmental authority. Tenant agrees to indemnify Landlord and save it harmless from and against any and all claims, losses, actions, damages, liabilities and expenses, including reasonable legal fees and expenses, reasonable clean-up costs suffered or incurred by Landlord, and any and all costs or expenses relating to the testing or monitoring of, or for any and all such hazardous materials, substances, asbestos, or waste of any nature, for or on account of or arising from or in connection with any breach of Tenant's warranties, representations or obligations under this Section, or in connection with any condition created by Tenant as the result of any spill, discharge or release of any environmentally hazardous materials, substances or waste in, on or about the Leased Premises, or in the vicinity thereof, or on or about the Building or the Real Property. Tenant agrees to comply with all governmental environmental and hazardous waste licensing and disposal laws applicable to the Tenant the failure of which shall be considered an immediate default of this lease. In the event Landlord incurs any expense as a result of Tenant's failure to comply or breach of any such laws, Tenant will reimburse Landlord for any and all such sums expended or necessary to be spent on Landlord's discretion as are necessary to satisfy the regulating governmental authority.
21. **IMPACT AND PARKING FEES:** In addition to the Monthly Base Rent, additional rent or any other monies which Tenant obligated to pay in accordance with the terms, covenants and conditions of this Lease, whether to Landlord or otherwise, Tenant shall be obligated to pay any impact fees, parking fees or any other assessment or charge made by any governmental authority having jurisdiction thereover, which shall become due and are directly attributable to Tenant's use and occupancy of the Leased Premises. Tenant understands and agrees that Tenant shall be obligated to pay any such monies, regardless of whether such monies shall be levied directly against Tenant or levied against Landlord as owner of the Building or the Real Property of which the Leased Premises forms a part. In the event any such monies are assessed against Landlord, Tenant agrees to pay said sum to the Landlord, as Additional Rent, immediately upon receipt of written notice from Landlord.
22. **INSURANCE:** Tenant hereby agrees to maintain in full force and effect at all times during the term of this Lease, or any renewal or extension thereof, at its sole cost and expense, for the protection of

Tenant and Landlord, as their interest may appear, policies of insurance issued by responsible insurance carrier or carriers, licensed to do business in the State of Florida, acceptable to Landlord, which afford the following coverage:

- a. Comprehensive General Liability Insurance: in minimum amount of \$1,000,000 combined single limit for both bodily injury and property damage.
- b. All Risk Property Insurance to cover all of Tenant's personal property, stock in trade, furniture, fixtures, equipment, furnishings, removable floor covering, signs, and all leasehold improvements, alterations, additions and decorations installed in, upon or about the Leased Premises.
- c. Worker's Compensation, Employer's Liability Insurance, and any and all other insurance required by law.

Tenant shall deliver to Landlord prior to occupancy of the Leased Premises, and thereafter at least thirty (30) days prior to the expiration of such policies, Certificates of Insurance evidencing the above coverage with limits not less than those specified above. Such Certificates shall name Landlord and Landlord's Agent, as additional insured, and shall expressly provide that the interest of the same therein shall not be affected by any breach by Tenant of any policy provision for which such Certificates evidence coverage. All Certificates shall expressly provide that no less than thirty (30) days prior written notice shall be given Landlord and Landlord's Agent in the event of material alteration to, or cancellation of, the coverage evidenced by such Certificates.

**FAILURE TO PROVIDE SUCH INSURANCE COVERAGE SHALL BE DEEMED AN IMMEDIATE DEFAULT OF THIS LEASE.**

- 23. WAIVER OF SUBROGATION:** Landlord and Tenant hereby release each other from any and all liability or responsibility, to the other or anyone claiming through or under them by way of subrogation or otherwise, for any loss or damage to property caused by fire or any of the extended coverage or supplementary insurance contract casualties covered by the insurance on the Leased Premises, even if such fire or other casualty shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releaser's insurance policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair or prejudices the right of the releaser to recover hereunder. Landlord and Tenant each agree that their policies will include such a clause or endorsement so long as the same is obtainable, and if not obtainable, shall advise the other in writing, and such notice shall release both parties from the obligation to obtain such a clause or endorsement.
- 24. INDEMNIFICATION:** In consideration of the Lease Premises being leased to Tenant by Landlord, Tenant agrees that Tenant at all times, will indemnify and keep harmless Landlord from all losses, damages, liabilities, expenses, costs and attorney's fees, including appellate attorneys' fees, which may arise or be claimed against Landlord, and be in favor of any person, or property of any persons, firm or corporation, consequent upon or arising from the use or occupancy of the Leased Premises by Tenant, or consequent upon or arising from any acts, omissions, neglect or fault of Tenant's officers, directors, employees, servants, agents, contractors, licensees, invitees, or visitors, or consequent upon or arising from Tenant's failure to comply with the laws, statutes, ordinances or regulations of any governmental authority having jurisdiction thereover; that Landlord shall not be liable to Tenant for any damages, losses, or injuries to the person or property of Tenant which may be caused by the acts, neglect, omission or faults of any person, firm or corporation, and that Lessee will indemnify and keep harmless Landlord from all losses, damages, liabilities, expenses, costs and attorneys' fees, including appellate attorneys' fees, which may arise or be claimed against Landlord, and be in favor of any person, firm or corporation, for any injuries or damages to the person or property of any persons, firm or corporation where said injuries or damages occurred in, upon or about the Leased Premises. The provisions of this section shall apply to Tenant's use and occupancy of the Leased Premises prior to the Commencement Date, throughout the term of this Lease or any renewal or extension thereof, and shall survive the termination of this Lease.

- 25. LIMITATION OF LIABILITY:** Notwithstanding anything to the contrary herein contained, Tenant agrees that Landlord, and, in the event Landlord is a joint venture, partnership, tenancy-in-common, association or other form of joint ownership, then the partners, members and employees of any such joint venture, partnership, tenancy-in-common, association or other form of joint ownership, shall have absolutely no personal liability with respect to any of the provisions of this Lease, or any obligation or liability arising therefrom or in connection therewith. Tenant shall look solely to Landlord's equity in the Building and the Real Property of which the Leased Premises forms a part, for the satisfaction of any remedies of Tenant against Landlord, subject, however to the prior rights of any holder of any mortgage covering all or part of the Building and the Real Property of which the Leased Premises forms a part, and no other assets of Landlord or any stockholder, principal, partner or employee of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim and, in the event Tenant obtains a judgment against Landlord, the judgment docket shall be so noted. This exculpation of liability shall be absolute and without exception whatsoever. This Section shall inure to the benefit of Landlord's successors and assigns and their respective stockholders, principals, partners or employees.
- 26. SUBORDINATION:** This Lease is automatically subject to any mortgage or ground or underlying lease or purchases now or hereinafter placed upon or affecting the Land or the Building or the Real Property or the Leased Premises. If required by Landlord's mortgagee, Tenant agrees to execute any and all instruments to evidence said subordination. The liability of Landlord or its assigns under this Lease shall exist only so long as such entity is the owner of the subject real estate, and such liability shall not continue or survive after any transfer of ownership.
- a. If such mortgage be in default or be foreclosed or the Landlord's interest be assigned, then upon request of the mortgagee or underlying Lessor, Tenant will automatically attorn to the purchaser or successful bidder at any foreclosure sale thereunder, or the underlying Lessor, and execute such instruments as may be necessary or appropriate to evidence such attornment.
  - b. Within ten (10) days after written request from Landlord, Tenant shall deliver to Landlord or to its mortgagee(s), or auditors, or prospective purchaser(s), or the owner of the fee, a certificate, in the form and substance submitted by Landlord, certifying that this Lease is unmodified and in full force (or if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification), the date, if any, to which rental and other sums payable hereunder have been paid, that Landlord is not in default herein, or stating specifically and exceptions thereto, and such other matters as may be reasonably requested by Landlord. In the event Tenant refuses to execute and deliver said certificate to Landlord within said ten (10) day period, Landlord may, at its option, cancel this Lease without incurring any liability on account hereof, and the term hereby granted is expressly so limited.
- 27. ASSIGNMENT AND SUBLEASE:** Tenant covenants and agrees not to encumber or assign this Lease or sublet all or any part of the Leased Premises without the prior written consent of Landlord, which shall be in the discretion of the Landlord. Any sale or transfer of the stock of a corporate Tenant, the sale or other transfer of any partnership interest, or other device which has the effect of transferring the practical benefits of this Lease from the parties currently constituting the Tenant, shall be deemed an assignment, and any such sale, transfer of device shall not be made without the prior written consent of Landlord. Such assignment shall in no way relieve Tenant from any obligations hereunder for the payment of rent or additional rent, or for the performance of the terms, covenants and conditions of this Lease.
- a. In no event shall Tenant assign or sublet the Leased Premises for any terms, conditions, covenants, or use, other than those contained herein. In no event shall this Lease be assigned or be assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings.
- 28. DESTRUCTION OF PREMISES:** If the premises are partially or totally damaged by fire or other casualty, both Landlord and Tenant shall have the option of terminating this Lease, upon giving written notice at any time within thirty (30) days from the date of such destruction, and if the Lease be so terminated all rent shall cease as of the date of such destruction and any prepaid rent shall be refunded.

- a. If such Leased Premises are partially damaged by fire or other casualty, or totally destroyed thereby and neither party elects to terminate this Lease within the provisions above or below, then Landlord agrees, at Landlord's sole cost and expense, to restore the Leased Premises to a kind and quality substantially similar to that immediately prior to such destruction or damage. Said restoration shall be commenced within a reasonable time and completed without delay on the part of Landlord and in any event shall be accomplished within 180 days from the date of the fire or other casualty. In such case, all rents paid in advance shall be proportioned as of the date of Tenant's inability to use the Leases Property or destruction and all rent thereafter accruing shall be equitably and proportionately suspended and adjusted according to the nature and extent of the destruction or damage, pending completion of rebuilding, restoration or repair, except that in the event the destruction or damage is so extensive as to make it unfeasible for Tenant to conduct Tenant's business on the Lease Premises, the rent shall completely abate until the Leased Premises is restored by Landlord or until Tenant resumes the use and occupancy of the Leased Premises, whichever shall first occur. Landlord shall not be liable for any inconvenience or interruption of the business of Tenant occasioned by fire or other casualty.
- b. If Landlord undertakes to restore or repair the premises, and such restoration, rebuilding or repair is not accomplished within 180 days and such failure does not result from causes beyond the control of Landlord, either Landlord or Tenant shall have the right to terminate this Lease by written notice to the other party within thirty (30) after expiration of said 180 day period.
- c. Landlord shall not be liable to carry fire, casualty or extended damage insurance on the person or property of Tenant, or any person or property, which may now or hereafter be placed in the Leased Premises.

29. **CONDEMNATION:** In the event the whole or any part of the Land or the Building or the Real Property of which the Leased Premises forms a part, other than a part not interfering with the maintenance or operation thereof, shall be taken or condemned for any public or quasi-public use or purpose, or is taken by private purchase, Landlord may, at its option, terminate this Lease from the time title to or right to possession shall vest in or be taken for such public use or purpose. Tenant shall not be entitled to receive any portion of any award made or paid to Landlord representing the property or interest of Landlord taken or damaged, and Tenant hereby expressly waives and relinquishes any right or claim to any portion of any such award regardless of whether any such award includes any value attributable to Tenant's leasehold estate. Tenant shall have the right to claim and recover from the condemning authority, but not from the Landlord, such special and separate damages as may be recoverable by Tenant, independent of and without diminution of Landlord's recovery.

30. **DEFAULT:** All rights and remedies of Landlord herein enumerated in the event of a default shall be cumulative, and nothing herein shall exclude any other right or remedy allowed by law.

- a. In the event Tenant shall default in the payment of rent, additional rent or any other payment due under this Lease, or if a payment of the Tenant shall be dishonored, or if Tenant shall be absent from the Premises for fourteen (14) days without prior notification to the Landlord, or if Tenant shall abandon the premises and remove or attempt to remove therefrom the major portion of its furniture or fixtures, or on the death, dissolution, determination of incapacity or filing for bankruptcy of Tenant, or if Tenant shall default in the performance of any other term, covenants or condition of this Lease and such default shall continue for ten (10) days after written notice thereof, or if Tenant should become bankrupt or insolvent or any debtor proceedings be taken by or against Tenant, then and in addition to any and all other legal remedies and rights, Landlord may declare the entire balance of rent for the remainder of the term to be due and payable and may collect the same by distress or otherwise, and Landlord shall have a lien on the personal property of Tenant which is located in, upon or about the Leased Premises and in order to protect its security interest in the said property, Landlord may, without first obtaining a distress warrant, lock up the Leased Premises in order to protect said interest in the secured property or Landlord may terminate this Lease and retake possession of the Leased Premises, or enter The Leased Premises and relet the same, with or without any furniture or personal property that may be therein, without termination, in which latter event Tenant covenants and agrees to pay any deficiency after Tenant is credited with the rent thereby obtained, less all repairs and expenses, including the expenses of obtaining possession and reletting, or Landlord may resort to any two or more of such remedies or

- rights, and adoption of one or more such remedies or rights shall not necessarily prevent the enforcement of others concurrently or thereafter.
- b. Any monies received from Tenant at any point during the term of this Lease or any renewal or extension thereof, will be applied at Landlord's sole discretion, towards Tenant's earliest obligations.
  - c. Tenant further covenants and agrees to pay, as additional rent, reasonable attorneys' fees, paralegal fees and costs and expenses of Landlord, including court costs, if Landlord employs an attorney to collect rent or additional rent, or enforce other rights of Landlord herein in event of any breach as aforesaid and the same shall be payable regardless of whether collection or enforcement is effected by suit or otherwise.
31. **LEGAL EXPENSES:** In the event Landlord retains an attorney to perform services in connection with any matter, whether or not suit be instituted, arising out of this Lease, Tenant expressly understands and agrees to reimburse Landlord immediately upon demand, as additional rent, for all reasonable attorneys' and paralegal fees, costs and expenses, and court costs, through the appellate level, so incurred by Landlord.
32. **CHARGES FOR SERVICES:** Tenant covenants and agrees that any charges against Tenant by Landlord for services or for work done in, upon or about the Leased Premises, by order or request of Tenant, or otherwise accruing under this Lease, shall be considered as rent due, and shall be included in any lien for rent.
33. **PERSONAL PROPERTY TAXES:** Tenant shall be responsible for and shall pay before delinquent, all municipal, county or state taxes assessed during the term of this Lease, or any renewal or extension thereof, against any leasehold interest or personal property of any kind, owned or placed in, upon or about the Leased Premises by Tenant.
34. **LOSS AND DAMAGE:** Landlord shall not be liable for any damage to property of Tenant or others located in, upon or about the Leased Premises, nor for the loss or damage to any property of others by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the Leased Premises or from the pipes, appliances or plumbing, or from the roof, street or subsurface or from any other place, or by dampness or by any other cause whatsoever. Landlord shall not be liable for any such damage caused by other tenants or persons in, upon or about the Leased Premises, occupants of adjacent property, occupants of the Building or the Real Property of which the Leased Premises forms a part, or the public, or caused by operations in construction of any private, public or quasi-public work. Landlord shall not be liable for any latent defect in the Leased Premise or in the Building or the Real Property of which they form a part. All property of Tenant or others kept or stored in, upon or about the Leased Premises, shall be so kept or stored at the risk of Tenant only, and Tenant shall hold Landlord harmless from any and all claims arising out of damage to the same, including any subrogation claims by Tenant's insurance carriers. Further, Landlord shall not be responsible for any damage to Tenants Personal Property located on the Premises after a Default in this lease or an eviction of the Tenant.
35. **ASSIGNMENT OF CHATTELS:** Tenant hereby pledges and assigns to Landlord, all furniture, fixtures, goods and chattels of Tenant which shall or may be brought or put in, upon or about the Leased Premises, as security for the payment of said rents and additional rents, and Tenant agrees that said lien may be enforced by distress, foreclosure or otherwise, at the election of the Landlord. Tenant hereby expressly waives and renounces for himself and family, any and all homestead and other exemption rights he may have now, or hereafter, under or by virtue of the Constitution and laws of the State of Florida, or of any other state, or of the United States of America, as against the payment of said rents and additional rents, or any other obligation or damage that may accrue under the terms, covenants and conditions of this Lease.
36. **LANDLORD'S RIGHT TO INSPECT AND DISPLAY:** Landlord or any of its agents, shall have the right, at all reasonable times during the term of this Lease or any renewal or extension thereof, to

enter the Leased Premises to examine or inspect same, to determine whether Tenant is complying with all of its obligations hereunder, to show the premises to lenders, prospective tenants and purchasers, and to make such repairs, alterations, improvements or additions therein as Landlord shall deem necessary or desirable. Landlord shall be allowed to take all materials into and upon said premises that may be required thereof, without the same constituting an eviction, actual or constructive, of Tenant, in whole or in part, and the rent shall in no wise abate. Said right of entry shall likewise exist for the purpose of removing signs, fixtures, equipment, alterations, additions, improvements, and decorations which do not conform to this Lease. Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon or about the Leased Premises, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency in order to obtain entry to the Leased Premises. Any entry to the Leased Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into or a detainer of the Leased Premises, or an eviction, actual or constructive, of Tenant from the Leased Premises.

37. **SURRENDER OF PREMISES:** On or before the termination date of the term of this Lease, or any renewal or extension thereof or any earlier termination thereof, Tenant shall without demand, quietly and peacefully deliver possession of the Leased Premises to Landlord, broom clean, and free of all trash, garbage and debris, in as good condition as existed when Tenant took possession, reasonable wear and tear, and insured casualty damages excepted, and shall surrender all keys for the Leased Premises to Landlord at the place then fixed for the payment of rent, and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Leased Premises. All alterations, additions, improvements and decorations to the Leased Premises, made by Tenant in accordance with the terms, covenants and conditions of this Lease, shall immediately become the property of Landlord at the time said alterations, additions, improvements or decorations to the Leased Premises are made, and shall remain upon the Leased Premises at the termination of this Lease, unless Landlord shall require the restoration of the Leased Premises to its original condition, in which event Tenant shall remove such alterations, additions, improvements and decorations as Landlord requires and shall restore the Leased Premises to its original condition. On or before said termination date, Tenant shall remove all Tenants' personal property and trade fixtures from the Leased Premises. All personal property or trade fixtures not removed by Tenant, shall conclusively be deemed abandoned, and shall, upon said termination date become Landlord's property, and Landlord may, at its option, either retain the personal property and trade fixtures, or dispose of all or any portion of them at Tenant's sole cost and expense. Tenant shall reimburse Landlord upon demand for all Landlord's expenses incurred in connection with disposing of Tenant's personal property and trade fixtures, or removing any of Tenant's trash, garbage and debris from the Leased Premises, or the Building and the Real Property of which the Leased Premises forms a part. Tenant's obligation to perform hereunder shall survive the termination of this Lease. If this Lease terminates as a result of an insured casualty, Tenant is not obligated to repair or restore the Leased Premises, but Landlord is entitled to a portion of the proceeds from Tenant's insurance, sufficient to reimburse Landlord for the reasonable cost of restoring the interior of the Leased Premises to the condition existing immediately before such casualty.

38. **HOLDING OVER:** In the event Tenant retains possession of the Leased Premises or any part thereof after the termination date of the term of this Lease, or renewal or extension thereof, and without the execution of a new Lease, Tenant shall be deemed a tenant at sufferance, and will be liable for Landlord's damages due to such holdover and, in addition shall pay for each month of such holdover period, double the amount of the Monthly Base Rent and other charges accruing for the last month during the term of this Lease or any renewal or extension thereof. No holding over by Tenant after the term of this Lease, or any renewal or extension thereof, shall operate to extend the Lease, except that Landlord, at its sole option, by written notice to Tenant, may elect to consider Tenant's withholding of the Leased Premises as a holdover of this Lease and treat Tenant as a tenant for another year on the same terms, covenants and conditions as are contracted in this Lease, in which case the total monthly rental shall be double the amount of the Monthly Base Rent and other charges accruing for the last month during the term of this Lease or any renewal or extension thereof. The provisions of this Section do not waive Landlord's rights of re-entry or any other right hereunder.

39. **SUCCESSORS:** All rights and liabilities herein given to, or imposed upon, the respective parties hereto, shall extend to and bind the several respective heirs, executors, administrators, and assigns of the said parties, and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and conditions herein. No rights, however, shall inure to the benefit of any assignee of Tenant, unless Landlord has approved the assignment to such assignee in writing, as provided in this Lease. Nothing contained in this Lease shall in any manner restrict Landlord's right to assign or encumber this Lease.
40. **QUIET ENJOYMENT:** Landlord covenants and agrees that, if Tenant pays all sums required under this Lease and performs all the terms, covenants and conditions required of Tenant under this Lease, Tenant may peaceable and quietly have, hold and enjoy the Leased Premises during the term of this Lease, subject to:
- a. The claims of all persons arising other than by, through or under Landlord;
  - b. The rights of all existing and future ground lessees, purchases or lessees of the entire building;
  - c. All existing and future lenders holding mortgages encumbering the Leased Premises, the Building, or the Real Property.
41. **NON-WAIVER:** The failure of Landlord, in one or more instances, to insist upon strict performance or observance of one or more of the terms, covenants or conditions of this Lease, or to exercise any right, remedy, privilege or option herein conferred upon or reserved to Landlord, shall not operate or be construed as a relinquishment or waiver for the future of any such term, covenant or condition, or of the right to enforce the same, or to exercise any such right, remedy, privilege or option, but the same shall continue in full force and effect; nor shall any custom or practice which may grow up between the parties hereto, in the administration of any of the terms, covenants and conditions of this Lease, operate or be construed as Landlord's relinquishment or waiver for the future of any such term, covenant or condition, or of the right to enforce the same, or to exercise any such right, remedy, privilege or option, but the same shall continue in full force and effect. All of Landlord's rights, remedies, privileges and options, provided for by the terms, covenants and conditions of this Lease, shall be cumulative. The receipt by Landlord of rent, additional rent, or any other payment required to be made by Tenant under this Lease, or any part thereof, shall not be a waiver of any rent, additional rent, or any other payment then due, nor shall such receipt, through with knowledge of the breach of any term, covenant or condition hereof, operate as or be deemed to be a waiver of such breach, and no waiver by the Landlord of any of the provisions hereof, or any of Landlord's rights, remedies, privileges or options hereunder, shall be deemed to have been made, unless made by Landlord in writing.
42. **ACCORD AND SATISFACTION:** No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent or additional rent herein stipulated, shall be deemed to be other than on account of the earliest stipulated rent or additional rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of rent, be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or additional rent, or pursue any other remedy as provided in this Lease.
43. **NO LIGHT, AIR OR VIEW EASEMENT:** Any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to the Building and the Real Property of which the Leased Premises forms a part, shall in no way affect this Lease, or impose any liability on Landlord.
44. **OTHER EASEMENTS:** It is expressly understood and agreed that Tenant does not acquire any right or easement of the use of any door or passageway in any portion of the Building or the Real Property of which the Leased Premises forms a part, or in any premises adjoining such Building or Real Property, except the easement of necessity for ingress and egress, if any, in the doors and passageways directly connecting with the Leased Premises, provided however, it is expressly agreed that Landlord shall have the right to close any door or passageway into or from or connecting with the Leased Premises and to interfere with the use thereof, whenever Landlord deems it necessary to affect repairs, alterations, additions, improvements, and decorations thereto, or in, upon or about any premises



adjoining such doors or passageways in Landlord's sole discretion. Landlord reserves the right to use, install and maintain and repair pipes, ducts, conduits, and other equipment, located within the walls, columns and ceilings of the Leased Premises.

45. **RADON GAS:** Radon gas is a naturally occurring radioactive gas, that when it has accumulated in a building in sufficient quantities, may represent 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 health unit.
46. **TIME OF ESSENCE:** Time is of the essence with respect to the performance of each and every term, covenant and condition of this Lease in which time of performance is a factor.
47. **TERMS OF ESSENCE:** Every term of this agreement shall be deemed and construed to be of the essence thereof, and any breach shall be deemed and construed to be of the very substance of this Lease, and Tenant hereby consents to the issuance of an injunction by any court of competent jurisdiction restraining any threatened breach or any continuing breach of any covenants imposed upon the Tenant herein and hereby. Said right of injunction shall be cumulative to the other remedies mentioned herein.
48. **ENTIRE AGREEMENT:** There are no oral agreements between Landlord and Tenant affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between Landlord and Tenant or displayed by Landlord to Tenant, with respect to the subject matter of this Lease. There are no representations between Landlord and Tenant other than those contained in this Lease, and all reliance with respect to any representations is solely upon such representations. Except as herein provided, no subsequent alteration, change or addition to this Lease shall be binding upon Landlord or Tenant, unless reduced to writing and signed by both Landlord and Tenant.
49. **NOTICES:**
  - a. In every instance where it shall be necessary or desirable for Landlord to serve any notice or demand upon Tenant, it shall be sufficient to deliver or cause to be delivered to Tenant at the Leased Premises a written copy thereof, and Tenant hereby appoints as its agent to receive service of all notices the person in charge of or occupying the Lease Premises at the time, or to send a written copy thereof by United States Certified Mail, postage prepaid, or by nationally recognized overnight delivery service with tracking ability, addressed to Tenant at the Leased Premises, or to leave a written copy thereof, in or upon the Leased Premises, or to affix a written copy thereof upon any door leading into the Leased Premises, in which event the notice or demand shall be deemed to have been served at the time the copy is so left or affixed.
  - b. In every instance where Tenant desires to serve notice of demand upon Landlord, such notice of demand shall be sent to Landlord by United States Certified Mail, return receipt requested, postage prepaid, or hand delivered during normal business hours or sent by nationally recognized overnight delivery service with tracking ability addressed to Landlord as follows:  

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(If left blank then to the business address in the preamble of this Lease,) or at such other address as Landlord may designate by written notice.
  - c. Any notice or demand to be given to Tenant prior to the commencement date of this Lease, such notice or demand may be given by Landlord, in accordance with the procedure specified above as regards notice to Tenant, addressed to Tenant at the following address:  

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50. **CORPORATE STATUS:** Tenant hereby covenants and agrees that if Tenant is a corporation, Tenant's corporate status shall continuously throughout the term of this Lease or any renewal or extension thereof, be in good standing, active and current with the state of its incorporation and the State of Florida. Tenant shall annually provide Landlord with a current copy of its Certificate of Good Standing under seal. The failure of Tenant to keep its corporate status both active and current shall constitute an event of default of this Lease, and Landlord may proceed with any or all of its remedies for default of the Tenant.
51. **CORPORATE, PARTNERSHIP OR JOINT VENTURE AUTHORITY:** If Tenant signs as a corporation, partnership or joint venture, each of the persons executing this Lease on behalf of Tenant, does hereby represent and warrant that Tenant is either a duly authorized and existing corporation or partnership or joint venture, that Tenant has and is qualified to do business in the State of Florida, that the corporation, partnership or joint venture has full right and authority to enter into this Lease, and that each of the persons signing this Lease on behalf of the Tenant are authorized to do so and agrees to be bound personally to this Lease. In addition, Tenant represents and warrants that it is not necessary for any other person, firm, corporation or entity to join in the execution of this Lease to make Tenant's execution complete, appropriate and binding. Any reference to Tenant in this Lease shall include all Tenants of the Leased Premises who shall be jointly and severally obligated under the provisions stated herein.
52. **BROKERAGE:** Tenant represents and warrants that there are no brokers, salesmen, agents or finders involved in this Lease transaction, except EXECUTIVE MANAGEMENT TEAM, Inc., to whom a commission may be paid by Landlord under separate agreement. Tenant agrees to indemnify, defend and hold Landlord harmless from and against all costs, claims, liabilities, expenses or damages of any kind whatsoever, including but not limited to attorneys' fees and costs at all tribunal levels, arising from any such brokerage claim made by any one other than the above named broker.
53. **RECORDING:** Tenant or anyone claiming under Tenant shall not record this Lease or any memorandum thereof without the prior written consent of Landlord. Landlord may, but not be required, to record a short form of memorandum (the "Memorandum") of this Lease among the Public records of the County in which the Real Property is located. Within five (5) days after receipt of a written request by Landlord, Tenant shall execute Landlord's Memorandum and return the executed Memorandum to Landlord not later than ten (10) days after receipt of Landlord's written request.
54. **PARTIAL INVALIDITY:** If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, of the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.
55. **NO OPTION:** The submission of this Lease for examination does not constitute a reservation of, or an option for the Leased Premises, and this Lease becomes effective as a lease only upon execution and delivery thereof by Landlord and Tenant.
56. **TRIAL BY JURY:** Tenant and Landlord waive any and all right to a jury trial of any issue or controversy arising under this Lease.
57. **COVENANT OF RENT:** Tenant agrees that the provisions for payment of rent herein are independent covenants of Tenant, and Tenant shall not interpose any counterclaim or counterclaims in a summary proceeding or in any action based upon non-payment of rent, additional rent, or any other payment required of Tenant hereunder.

58. **BUY OUT:** During the term of this lease, together with any extensions or renewals hereof, Landlord shall have the right to purchase the then remaining term of this Lease and all its options for the agreed upon sum of Fifty Thousand (\$ 50,000.00) dollars.
59. **FORCE MAJEURE:** This Lease and the obligations of Tenant shall not be affected or impaired, and Landlord shall not be liable in the event Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so if such inability or delay is caused by "force Majeure" as used in this Lease shall mean "Acts of God", labor disputes, whether lawful or not, material or labor shortages, restrictions by any governmental authority, civil riots or disturbances, flood or other cause beyond Landlord's control.
60. **INTERPRETATION:** The captions, sections, clauses, section numbers and table of contents, if any, of this Lease, are inserted for convenience only and in no way limit, enlarge, define or otherwise affect the scope or intent of the Lease or any provision thereof. The parties hereto intend that the laws of the State of Florida govern the interpretation and enforcement of this Lease. If there is more than one Tenant, the obligations and liabilities hereunder imposed upon Tenant shall be joint and several. The words "Landlord" and "Tenant" shall also extend to and mean the successors in interest of the respective parties hereto and their permitted assigns, although this shall not be construed as conferring upon Tenant the right to assign this Lease or sublet the Premises or confer rights of occupancy upon anyone other than Tenant. All charges due from Tenant to Landlord hereunder, including without limitation, any charges against Tenant by Landlord for services or work done on the Leased Premises by order of Tenant, shall be deemed Additional Rent, shall be included in any lien for rent, and shall be paid free from all claims, deductions, demands, or set-off against Landlord of any kind or character whatsoever. This Lease has been fully negotiated and reviewed by the parties and is the work product of both Landlord and Tenant; it shall not be more strictly construed against either party. Provisions inserted herein or affixed hereto shall not be valid unless appearing in the duplicate original hereof held by Landlord and initialed by the parties hereto. In the event of variation or discrepancy, Landlord's duplicate original shall control. Nothing in this Lease creates any relationship between the parties, other than that of Landlord a partner of Tenant or a joint venture or member of a common enterprise with Tenant. Time is of the essence as to all actions required of Tenant.
61. **RULES AND REGULATIONS:** Tenant shall faithfully observe and comply with all the Rules and Regulations, a copy of which is attached hereto as Exhibit "B", and which are incorporated herein as a part hereof as if fully set forth herein, and after notice thereof all reasonable modifications thereof and additions thereto, from time to time promulgated in writing by Landlord. Tenant covenants and agrees that Tenant, Tenant's officers, directors, employees, servants, agents, contractors, licensees, customers, invitees, visitors, and others permitted in, on or about the Leased Premises, or the Building and the Real Property of which the Leased Premised forms a part, will at all times observe and comply with all side Rules and Regulations. Landlord shall not be responsible to Tenant for the non-performance by other tenants or occupants of the Building, of any of said Rules and Regulations.

62. OPTION: Provided Tenant is in good standing under this lease and not in violation or default hereunder, Tenant shall be granted one (1) option to extend this lease for a one-year term. Tenant must give Landlord ninety (90) days prior notice. The base rent shall be increased by five percent (5%) over the prior term base rent. In all other respects, this lease shall remain in full force and effect during said option term other than as modified in this paragraph

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease, in the County of Dade, State of Florida, on the dates indicated below:

Executed by Tenant this 14<sup>th</sup> day of DECEMBER, 2006.

[Signature]  
Witness  
\_\_\_\_\_  
Witness

TENANT: UNIFIED NAMES, INC.  
BY: [Signature] (seal)  
Name: KEVIN MEDINA  
Title: CEO

Executed by Landlord this 15<sup>th</sup> day of DEC, 2006.

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness

LANDLORD: Beach Gate LLC  
By: [Signature]  
Name: P. ZIMBALIST  
Title: MANAGER

**EXHIBIT "A"**  
**Showing only the Approximate Location of the Leased Premises**

**EXHIBIT "B"**  
**RULES AND REGULATIONS**

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Tenant covenants and agrees that Tenant, Tenant's officers, directors, employees, servants, agents, contractors, licensees, customers, invitees, visitors, and others permitted in, on or about the Leased Premises, or the Building and Real Property of which the Leased Premises forms a part, will at all times observe and comply with all said Rules and Regulations.

1. The right of tenants in the sidewalks, plazas, lobbies, entrances, corridors, elevators, stairways and fire exits of the Building are limited to ingress and egress from the tenants' premises for the tenants, tenant's officers, directors, employees, servants, agents, contractors, licensees, customers, invitees, and visitors and no other use, and tenant shall not permit their encumbrance and obstruction. Landlord reserves the right to control and operate all public portions and facilities of the Building, as well as facilities furnished for the common use of the tenants, in such manner, as it deems best of the benefit of the tenants generally. Fire exits and stairways shall be used for emergency use only. No tenant shall invite to the Tenant's premises, or permit the visit of, persons in such numbers or under such condition as to interfere with the use and enjoyment of any of the sidewalks, plazas, lobbies, entrances, corridors, elevators, and other facilities of the Building and Real Property by other Tenants.
2. Access to the Building, or the lobbies, entrances, corridors, elevators, or stairways of the Leased Premises, may be refused from 1:00 P.M. Saturday to 8:00 Monday, on such Holidays as Landlord may decide, whenever the Building is not open, and during the remainder of the week between the hours of 6:00 P.M. and 8:00 A.M., unless the person seeking access has a pass or is properly identified. Tenant, Tenant's officers, directors, employees, servants, agents, contractors, licensees, customers, invitees, and visitors shall be permitted to enter and leave the Building whenever appropriate arrangements have been previously made between Landlord and Tenant with respect thereto. Each tenant shall be responsible for all persons for whom it requests such permission, and shall be liable to Landlord for all acts of such persons. Any person whose presence in the Building at any time shall, in the judgment of Landlord, be prejudicial to the safety, character, reputation, and interests of the Building or its tenants, may be denied access to the Building or may be ejected therefrom. In case of invasion, riot, public excitement or other commotion, Landlord may prevent all access to the Building during the continuance of the same, by closing the doors or otherwise, for the safety of the tenants and protection of property in the Building. Landlord may require any person leaving the Building with any package or other object to exhibit a pass from the tenant from whose premises the package or object is being removed, but the establishment and enforcement of such requirements shall not impose any responsibility on Landlord for the protection of any tenant against the removal of property from the premises of Tenant. Landlord shall in no way be liable to any tenant for damages or loss arising from the admission, exclusion or ejection of any person to or from Tenant's premises or the Building, under the provisions of this rule.
3. Tenant will refer all contractors, representatives, and installation technicians rendering any service for Tenant, to Landlord for Landlord's supervision and approval prior to performance of any contractual service. This shall apply to all work performed in the Leased Premises or Building, including but not limited to installations of telephones, computer equipment, electrical devices and attachments, and installations of any and every nature affecting floors, walls, doors, woodwork, trim, windows, windows, ceilings, electrical system, plumbing system, air

conditioning system, equipment, or any other physical portion of the Leased Premises or Building. None of this work by Tenant will commence without the prior written approval of Landlord.

4. Movement in or out of the Leased Premise or the Building of which the Leased Premises forms a part, of furniture or office equipment, or dispatch or receipt by Tenant of any merchandise which requires the use of elevators or stairways, or movement through the Building's entrance or lobbies, shall be restricted to the hours designated by Landlord from time to time. All such movement shall be as directed by Landlord, and in a manner to be agreed upon between Tenant and Landlord by prearrangement before performance. Such prearrangement initiated by Landlord shall include determination by Landlord, and subject to its decision and control of the time, method, and routing of movement, limitations imposed by safety or other concerns, which may prohibit any article, equipment or any other item from being brought into the Building. Tenant expressly assumes all risk of damage to any and all articles so moved, as well as injury to any person or persons or to the public engaged or not engaged in such movement, including equipment, property, and personnel of Landlord, if damaged or injured as a result of any acts in connection with carrying out this service for Tenant, from the time of entering the property, until completion of the work. Landlord shall not be liable for the act or acts of any person or persons so engaged in, or damage or loss to any property of persons resulting directly or indirectly from any act in connection with such service performed by or for Tenant.
5. Landlord shall have the right to determine and prescribe the weight and proper placement of any unusually heavy equipment, including safes, large files, and etc., that are to be placed in, on or about the Leased Premises, and only those which, in the opinion of Landlord, will not effect damage to the floors, structure of elevators, may be moved into the Building.
6. There shall not be used in any lobby, entrance, corridor, elevator, or stairway, either by Tenant, jobbers, or any others, in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards.
7. Neither Tenant, Tenant's officers, directors, employees, servants, agents, contractors, licensees, customers, visitors, or others permitted in, upon or about the Leased Premises by Tenant, shall be permitted on the roof of the building for any purpose whatsoever, without the prior written consent of Landlord.
8. The sashes, sash doors, skylights, windows, and doors that reflect or admit light or air into the corridors, passageways, or other public places in the Building, shall not be covered or obstructed by any Tenant, nor shall any bottles, glasses, plants, parcels or other articles be placed on the windowsills.
9. The plumbing facilities, bathrooms, and drinking fountains shall not be used for any other purpose than for which they are constructed or intended, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision, shall be borne by Tenant, who shall, or whose officers, directors, employees, servants, agents, contractors, licensees, customers, invitees, or visitors, shall have caused it.
10. Tenant shall not advertise the business, profession or activities of Tenant in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining thereto, use the name of the Building for any purpose other than that of the business address of Tenant, or use any pictures or likeness of the Building, or the Building name in any letterheads, envelopes, circulars, notices, advertisements, containers or wrapping material, without Landlord's express written consent.

11. Canvassing, soliciting and peddling in the Building is prohibited, and each tenant shall cooperate to prevent the same. In this respect, Tenant shall promptly report such activities to the Property Manager's office.
12. Tenant shall give Landlord prompt notice of all accidents to, or defects in air conditioning equipment, plumbing, electric facilities, or any part or appurtenance of the Leased Premises, or Building and Real Property of which the Leased Premises forms a part.
13. The requirements of tenants will be attended to only upon application at the office of Landlord. Employees, contractors and agents of Landlord shall not perform any work or do anything outside of their regular duties, unless under special instruction from the office of Landlord.
14. No additional locks or bolts of any kind shall be placed upon any of the doors or windows in any tenant's premises, and no lock on any door shall be changed or altered in any respect. Upon the termination of a tenant's lease, all keys of the tenant's premises, and of the Building, shall be delivered to Landlord. In the event of the loss of any keys so furnished, or otherwise procured by such tenant shall pay to Landlord the cost thereof.
15. Landlord may retain a passkey or duplicate key to the Leased Premises and be allowed admittance thereto at all time to enable its agents to examine and inspect the said premises.
16. Tenant shall permit Landlord, or its agents, to enter the Leased Premises to make inspections, repairs, alterations or additions in, upon or about the Leased Premises or Building, and at any time in the event of an emergency shall permit Landlord to perform any acts related to safety, protection, preservation, relating or improvement of the Leased Premises or Building.
17. No sign, door plaque, advertisement or notice shall be displayed, painted or affixed by Tenant, its officers, employees, directors, servants, agents, contractors, licensees, customers, invitees or visitors, in, upon or about any part of the outside or inside of the Leased Premises or Building, without the prior written consent of Landlord, and then only of such color, size character, style and material, and in such places as shall be approved and designated by Landlord. Signs at the entrance to Leased Premises and on any directories shall be placed thereon by a contractor designated by Landlord and paid for by Tenant.
18. All entrance, corridor, stairway, and fire exit doors shall be kept closed at all times. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with any window or door of the Leased Premises, without the prior written approval of Landlord. Such curtains, blinds, shades, screens, or other fixtures, must be of a quality, type, design, and color, and attached in the manner approved by Landlord.
19. No noise, including but not limited to: the playing of any musical instrument, radio or television, which in the judgment of Landlord might disturb other tenants in the Building, shall be made or permitted by any tenant, and no cooking or other activities creating noxious odors, shall be performed in the Leased Premises or Building, except as expressly approved in writing by Landlord. Tenant shall not permit to be brought into the Building or used in the Leased Premises, anything which would create or tend to create a dangerous or combustible condition, or impair or interfere with any of the Building services, or other proper and economic air conditioning, cleaning or other servicing of the Building or Leased Premises, nor shall there be installed by any Tenant, any ventilating, air conditioning, heating, electrical or other equipment of any kind, which, in the judgment of Landlord, might cause any such impairment or interference.
20. Tenant, its officers, directors, employees, servants, agents, contractors, licensees, customers, invitees or visitors, shall not bring into the Building or Leased Premises, or keep in, upon or about the Leased Premises, any fish, fowl, reptile, insect or animal, or any bicycle or other vehicle, without the prior written consent of Landlord.



21. Tenant shall not make or permit any use of the Leased Premises or Building which directly or indirectly, is forbidden by any law, ordinance or governmental or municipal regulation, code or order, or which may be disreputable or dangerous to life, limb or property. If applicable, Tenant shall comply with all governmental regulations applicable to and Tenant shall dispose of any medical waste or hazardous materials used in the Tenants practice according to legal requirements applicable to the type of waste being disposed of.
22. Tenant shall not conduct its business or control its officers, directors, employees, servants, agents, contractors, licensees, customers, invitees and visitors in such a manner as to create any nuisance, or interfere with, annoy or disturb any other tenant or Landlord in its operation of the Building, or commit waste, or suffer or permit waste to be committed in the Leased Premises or Building and Real Property of which the Leased Premises forms a part.
23. No space in the Building shall, without the prior written consent of Landlord, be used for gambling, lodging, sleeping, manufacturing, public sales, or for the storage of merchandise, or for the sale of merchandise, goods or property of any kind or auction.
24. Tenant may not install any food or drink vending machines, or any other food servicing equipment, or any other vending equipment.
25. Tenant, its officers, directors, employees, servants, agents, contractors, licensees, customers, invitees or visitors shall not engage or pay any employees in the Leased Premises or Building, except those actually working for Tenant within the Leased Premises, and shall not advertise for laborers giving an address at the Building.
26. Tenant shall not permit its officers, directors, employees, servants, agents, contractors, invitees or visitors to loiter around the sidewalks, plazas, lobbies, entrances, corridors, elevators, stairways and fire exits, or any other part of the Building used in common by other tenants of the Building, and not permit them to use the same for purposes of lunches, coffee breaks or other similar activities.
27. Tenant, its officers, directors, employees, servants, agents, contractors, licensees, customers, invitees or visitors shall perform no planting or decorating in, upon or about the Leased Premises; or mark, paint, cut into, drive nails or screw into, nor in any way deface any part of the Leased Premises or Building, without the prior written consent of Landlord. If Tenant desires signal, communication, alarm, computer or other utility or service connection, installed or changed, such work shall be completed at the sole cost and expense of Tenant, with the approval, and under the direction of Landlord.
28. Tenant shall not install any antenna or aerial wires, or radio or television equipment, or any other type of equipment, inside or outside of the Building, without the prior written approval of Landlord, and upon such terms and conditions as may be specified by Landlord in each and every instance.
29. Tenant will be responsible for any damage to the Leased Premises, including, but not limited to: scuffing and floor covering as a result of any movement of furniture or equipment, rust or corrosion of file cabinets or other metal furniture or equipment, roller chairs, metal objects, or spills of any type of any type of liquid.
30. All plate or other glass, now in, upon or about the Leased Premises or Building, which is broken through cause attributable to Tenant, its officers, directors, employees, servants, agents, contractors, licensees, customers, invitees or visitors, shall be replaced by and at the expense of Tenant, under the direction of Landlord.

31. If the Leased Premises becomes infested with pests or vermin, Tenant at its sole cost and expense, shall cause the Leased Premises to be exterminated from time to time to the satisfaction of Landlord, and shall employ such exterminators therefore as shall be approved by Landlord.
32. Landlord will not be responsible for lost or stolen personal property, equipment, money or any article taken from the Leased Premises or Building, regardless of how or when such loss occurs.
33. In the event, Tenant must dispose of crates, boxes, and etc. which will not fit into wastebasket sized plastic bags; it will be the responsibility of Tenant to dispose of same. In no event shall Tenant place such item or items in the public lobbies, corridors, elevators, or any other area of the Building for disposal.
34. Tenant, its officers, directors, employees, servants, and agents, shall before leaving the Leased Premises unattended, close and lock all doors and shut off all doors and shut off all utilities; damage resulting from failure to do so shall be paid by Tenant. Tenant its officers, directors, employees, servants, and agents, before closing for the day and leaving the Leased Premises, shall see that all blinds and draperies are pulled and drawn, and shall see that all doors are locked.
35. Tenant, its officers, directors, employees, servants, and agents, before closing for the day, or leaving the Leased Premises unattended, shall see that all windows are securely closed. Tenant shall not put tape on the windows at any time. Tenant, its officers, directors, employees, servants, and agents must observe strict care not to leave any windows in the Leased Premises open when it rains, and for any default of carelessness in these respects, or any of them, Tenant shall make good any damage sustained by other tenants, and to the Landlord for any damage to ceilings, walls, paint or any other part of the Leased Premises or Building, resulting from default or carelessness.
36. Landlord shall not be responsible or liable to any tenant for the non-observance or violation by any other tenant of any of these rules and regulations, or any other such rules and regulations hereafter promulgated by Landlord.
37. Landlord reserves the right to make such other and further, reasonable rules and regulations as in its judgment from time to time be needed for the safety, care and cleanliness of the Leased Premises and Building, and for the preservation of good order therein, and any such other or further rules and regulations shall be binding upon Tenant with the same force and effect as if they had been inserted herein at the time of execution of this Lease.

**EXHIBIT "C"**  
**LANDLORD'S CONSTRUCTION WORK**

**NONE**



Law Office

EILEEN CHAFETZ, P.A.

Telephone: (305) 672-3100

4770 Biscayne Boulevard, Suite 640  
Miami, Florida 33137

NOTICE TO PAY RENT OR DELIVER POSSESSION

TO: UNIFIED NAMES, INC.,  
and all others in possession  
960 Arthur Godfrey Road, Suite 402  
Miami Beach, Florida 33140

YOU ARE HEREBY NOTIFIED that you are indebted to BEACH GATE, LLC., for the rent and use of the premises described above and now occupied by you.

I demand payment of the said rent or possession of the premises within three (3) days (excluding Saturdays, Sundays, and legal holidays,) from the date of delivery of this Notice to-wit: on or before the 4 day of April, 2007.

Your rent is payable from month to month, due on the 1st day of each and every month. The total amount due and owing is \$2,919.37.

Breakdown of Unpaid Rental:

March Base Rent  
Taxes  
Insurance  
Sales Tax  
Late Fees

\$2,182.50  
207.78  
89.94  
173.82  
255.40

METRO PROCESS SERVICE

REC'D  
SERVED MINICK CAVAL  
DATE 3/30/07 TIME 3:50 PM

CERTIFIED IN THE CIRCUIT COURT OF  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI COUNTY, FLORIDA

This Notice is given to you pursuant to Florida Statutes and/or the terms of your Lease.

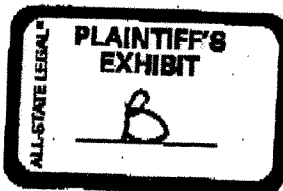
BEACH GATE, LLC.  
c/o EILEEN CHAFETZ, ESQUIRE  
4770 Biscayne Blvd., Suite 640  
Miami, Florida 33137

BY: Eileen Chafetz  
As Agent

I CERTIFY that I served a true copy of the foregoing Notice on the above-named tenant on this 30 day of March, 2007 in the following manner:

- By personally serving same upon said tenant.
- By posting same at the above-described premises in the absence of said tenant.

BY: J. Guerra 935



# **EXHIBIT G**

IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

<b>DIVISION</b> <input type="checkbox"/> DISTRICT COURTS <input checked="" type="checkbox"/> OTHER	<b>SUMMONS/NOTICE TO APPEAR FOR PRETRIAL CONFERENCE DISTRICT COURT</b> (File in Quadruplicate)	<b>CASE NUMBER</b> 07-8429 SP23
<b>PLAINTIFF(S)</b> BBS BUSINESS SYSTEMS INC dba The Phone Doctor 595 NW 91 ST MIAMI, FL 33190	<b>VS. DEFENDANT(S)</b> UNIFIED NAMES INC.	<b>CLOCK IN</b> (1)

**DEFENDANT(S) TO BE SERVED AT:**  
960 - 41 ST STREET #402  
MIAMI BEACH, FL 33140

STATE OF FLORIDA  
 NOTICE TO PLAINTIFF(S) AND DEFENDANT(S)

YOU ARE HEREBY NOTIFIED to appear in person or by attorney at the location indicated below:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> HIALEAH DISTRICT    | <input checked="" type="checkbox"/> NORTH DADE JUSTICE CENTER | <input type="checkbox"/> CORAL GABLES DISTRICT     |
| <input type="checkbox"/> JOSEPH CABLE CENTER | <input type="checkbox"/> MIAMI BEACH DISTRICT                 | <input type="checkbox"/> SOUTH DADE JUSTICE CENTER |

(Addresses for court locations are printed on the back of this form)

on May 9th, 2007, 1:30p.M., in courtroom 2-7 before a Judge of this Court, Section # \_\_\_\_\_

**IMPORTANT - READ CAREFULLY**

**THE CASE WILL NOT BE TRIED AT THE PRETRIAL CONFERENCE, BUT MAYBE MEDIATED AT THAT TIME.**

**DO NOT BRING WITNESS. YOU MUST APPEAR IN PERSON OR BY ATTORNEY.**

**WHOEVER APPEARS FOR A PARTY MUST HAVE FULL AUTHORITY TO SETTLE FOR ALL AMOUNTS FROM ZERO TO THE AMOUNT OF CLAIM WITHOUT FURTHER CONSULTATION. FAILURE TO COMPLY MAY RESULT IN THE IMPOSITION OF SANCTIONS, INCLUDING COSTS, ATTORNEY FEES, ENTRY OF JUDGMENT, DISMISSAL.**

The defendant (s) must appear in court on the date specified in order to avoid a default judgment. The plaintiff (s) must appear to avoid having the case dismissed for lack of prosecution. A written MOTION or ANSWER to the court by the plaintiff (s) or the defendant(s) shall not excuse the personal appearance of a party or its attorney in the PRETRIAL CONFERENCE/MEDIATION. The date and time of the pretrial conference CANNOT be rescheduled without good cause and prior court approval.

A corporation may be represented at any stage of the trial court proceedings by an officer of the corporation or any employee authorized in writing by any officer of the corporation. Written authorization must be brought to the Pretrial Conference/Mediation.

The purpose of the pretrial conference is to record your appearance, to determine if you admit all or part of the claim, to enable the court to determine the nature of the case, and to set the case for trial if the case cannot be resolved at the pretrial conference. You or your attorney should be prepared to confer with the court and to explain briefly the nature of your dispute, state what efforts have been made to settle the dispute, exhibit any documents necessary to prove the case, state the names and addresses of your witnesses, stipulate to the facts that will require no proof and will expedite the trial, and estimate how long it will take to try the case.

MEDIATION

Mediation may take place during the time scheduled for the pretrial conference. Mediation is a process whereby an impartial and neutral person called a mediator acts to encourage and facilitate the resolution of a dispute between two or more parties, without prescribing what the resolution should be. It is an informal and nonadversarial process with the objective of helping the disputing parties reach a mutually acceptable and voluntary agreement.

In mediation, decision making rests with the parties. Negotiations in court mediation are primarily conducted by the parties. Counsel for each party may participate. However, presence of counsel is not required. If a full agreement is not reached at mediation, the remaining issues of the case will be set for trial. Mediation communications are confidential and privileged except where disclosures are required or permitted by law.

If you admit the claim, but desire additional time to pay, you must come and state the circumstances to the court. The court may not approve a payment plan and may withhold judgment or executions or levy.

**RIGHT TO VENUE.** THE LAW GIVES THE PERSON OR COMPANY WHO HAS SUED YOU THE RIGHT TO FILE IN ANY ONE OF SEVERAL PLACES AS LISTED BELOW. HOWEVER, IF YOU HAVE BEEN SUED IN ANY PLACE OTHER THAN ONE OF THESE PLACES, YOU, AS THE DEFENDANT(S), HAVE THE RIGHT TO REQUEST THAT THE CASE BE MOVED TO A PROPER LOCATION OR VENUE. A PROPER LOCATION OR VENUE MAY BE ONE OF THE FOLLOWING:

1. WHERE THE CONTRACT WAS ENTERED INTO;
2. IF THE SUIT IS ON UNSECURED PROMISSORY NOTE, WHERE THE NOTE IS SIGNED OR WHERE THE MAKER RESIDES
3. IF THE SUIT IS TO RECOVER PROPERTY OR TO FORECLOSE A LIEN, WHERE THE PROPERTY IS LOCATED;
4. WHERE THE EVENT GIVING RISE TO THE SUIT OCCURRED;
5. WHERE ANY ONE OR MORE OF THE DEFENDANTS SUED RESIDE;
6. ANY LOCATION AGREED TO IN A CONTRACT.
7. IN ANY ACTION FOR MONEY DUE, IF THERE IS NO AGREEMENT AS TO WHERE SUIT MAY BE FILED, WHERE PAYMENT IS TO BE MADE.

If you, as the defendant(s) believe the plaintiff(s) has/have not sued in one of these correct places, you must appear on our court date and orally request a transfer of you must file a WRITTEN request for transfer in affidavit form (sworn to under oath) with the court 7 days prior to your first court date and send a copy to the plaintiff(s) or plaintiff(s) attorney, if any

**A COPY OF THE STATEMENT OF CLAIM SHALL BE SERVED WITH THIS SUMMONS**

**MIAMI-DADE COUNTY DISTRICT COURT FACILITIES**

Hialeah District (21)  
11 East 8th Street  
Hialeah, FL 33010

North Dade Justice Center (23)  
Room 100  
15555 Biscayne Blvd.  
Miami, Florida 33160

Coral Gables District (25)  
3100 Ponce De Leon Blvd.  
Coral Gables, Florida 33134

Joseph Caleb Center (20)  
Room 205  
5400 N. W. 22 Avenue  
Miami, Florida 33142

Miami Beach District (24)  
Room 224  
1130 Washington Avenue  
Miami Beach, Florida 33139

South Dade Justice Center (26)  
Room 1200  
10710 S. W. 211 Street  
Cutler Ridge, Florida 33189

FILED BY: John Challenger  
ADDRESS: 595 NW 91st St  
MIAMI, FL 33150  
PHONE: 305-259-2000

COPY:  MAILED  HAND-DELIVERED  
TO:  PLAINTIFF  ATTORNEY  
SERVED BY:  MAIL  SHERIFF  PROCESS SERVER

HARVEY RUVIN  
CLERK OF COURTS

BY: Annette Herring  
DEPUTY CLERK

DATE:  
**APR 09 2007**

**AMERICANS WITH DISABILITIES ACT OF 1990**

IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE DADE COUNTY COURT'S ADA COORDINATOR AT 175 N.W. 1ST AVENUE SUITE 2702 MIAMI, FLORIDA 33128, TELEPHONE NUMBERS (305) 349-7175 FOR VOICE, (305) 349-7174 FOR TDD AND (305) 349-7011 FOR FAX, WITHIN TWO (2) WORKING DAYS OF YOUR RECEIPT OF THIS DOCUMENT. TDD USERS MAY ALSO CALL 1-800-955-8771. FOR THE FLORIDA RELAY SERVICE.



IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.

<b>DIVISION</b> <input type="checkbox"/> CIVIL <input type="checkbox"/> OTHER	<b>STATEMENT OF CLAIM</b> (File in Duplicate Plus One For Each Defendant)	(CASE NUMBER) <b>07-8429 SP 23</b> SECTION NO.
---	--	--

<b>PLAINTIFF</b> BBS BUSINESS SYSTEMS DBA The Phone DR. 595 NW 91 ST. MIAMI, FL 33150	<b>VS. DEFENDANT(S)</b> UNIFIED NAMES INC.	PHONE NUMBER  2007 APR -9 PM 2:01 JUDITH ROTHENBERG
---	---	--

The Plaintiff sues the Defendant for money owed Plaintiff by Defendant; and which is past due and unpaid; for (As marked (x) below):	Address 960-41 ST. MIAMI BEACH, FL	513-1038 #155- 1 Q.
--	--	---------------------------

- Good, wares and merchandise sold by plaintiff, to defendant;
- Work done and materials furnished by plaintiff, to defendant;
- Money lent by plaintiff to defendant which is due and payable;
- Money due to plaintiff upon accounts stated and agreed to between them;
- On a written instrument, copy of which is attached hereto;
- Rent for certain premises in Dade County, Florida, Viz;
- Other (Explain)
- Any additional facts in connection with any of the above:


(USE ADDITIONAL SHEET IF NECESSARY)

**MATERIALS AND LABOR TO INSTALL CABLING FOR TELEPHONES AND COMPUTER. CUSTOMER USED SOMEONE ELSE'S CREDIT CARD TO PAY**

Where Plaintiff demands judgment in the sum of \$ 1905.34 together with court costs and any further costs which the Court may assess.


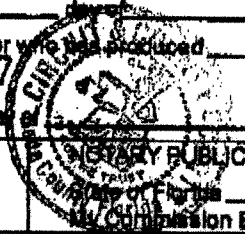
The Plaintiff, BBS BUSINESS SYSTEMS DBA THE PHONE DR. says the foregoing is a just and true statement of the amount owed by defendant to plaintiff, exclusive of all lawful setoffs, and that defendant has no lawful defenses which would preclude the collection of said amount.

Affiant states that the defendant(s) is/are not in the military service of the United States.

Attorney /Plaintiff 	Attorney's Bar No.
Address of Attorney/Plaintiff 595 NW 91 STREET	Telephone No. 305-759-2020

The foregoing instrument was acknowledged before me this APR 09 2007 day of APRIL, 2007, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and did  / did not  take an oath.

SWORN TO AND SUBSCRIBED BEFORE ME this APR 09 2007 day of APRIL, 2007.

HARVEY RUMIN CLERK OF COURTS	 Deputy Clerk	 NOTARY PUBLIC Commission Expires: _____
---------------------------------	---	--

# The Phone Doctor

595 NW 91 Street  
 Miami, FL 33138  
 305-759-2000 800-515-9918  
 Fed ID# 39-2151327

# Invoice

DATE	INVOICE #
1/18/2007	544924

<b>BILL TO</b>
Unified Names 960 W. 41st Street #402 Miami Beach, FL 33140 305-878-4059, 305-674-0165 305-674-0144 fax

<b>SHIP TO</b>
same

<b>P.O. NO.</b>	<b>TERMS</b>	<b>PROJECT</b>
Kevin/Neil	Upon Receipt	

ITEM	QUANTITY	DESCRIPTION	RATE	SERVICED	AMOUNT
SCOPE OF JOB: Add 12 voice & data cable runs, install talkSwitch System					
Trip Charge	1	Premise Visit	45.00		45.00T
Cable	12	Cat 3 Voice/Cat 5E Data Cable Runs	113.00		1,356.00T
AT55B-PNL-12	1	Patch Panel, 12-Port	99.55		99.55T
S66M1-50	1	Connecting Block 50 Pair	9.36		9.36T
GB183C1	1	Backboard-Blue 2-Blocks	16.90		16.90T
AT1503EV-YL	12	Patch Cord, Cat 5E, 3', Yellow	4.28		51.36T
AT1505-8C	12	Patch Cord, Cat 5E, 5'	4.06		48.72T
OR803OS6014...	6	Cord, Data 14' 6-Cond.	4.80		28.80T
Installation	1	Installation and connection of Control Unit	125.00		125.00T

<b>Subtotal</b>	\$1,780.69
<b>Sales Tax (7.0%)</b>	\$124.65
<b>Total</b>	\$1,905.34
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$1,905.34

# **EXHIBIT H**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

2007 APR 19 PM 1:19

CLARENCE J. ...  
CLERK U.S. DIST. CT.  
S.D. OF FL.-MIAMI

CASE NO.:

**07-21040**  
**CIV-HIGHSMITH**  
**/McALILEY**

DOMINICK LaCAVALLA, on behalf  
of himself and those similarly situated,

Plaintiff,

v.

UNIFIEDNAMES, INC., a Florida  
Corporation, d/b/a REGISTERFLY,  
And KEVIN MEDINA, Individually

Defendants.

**COMPLAINT**

1. Plaintiff, DOMINICK LaCAVALLA ("Plaintiff"), was a joint employee of Defendants, UNIFIEDNAMES, INC., d/b/a REGISTERFLY ("REGISTERFLY" or "Defendant"), a Florida Corporation, and KEVIN MEDINA, Individually, and brings this action for overtime compensation, minimum wages, breach of oral agreement, declaratory relief, and other relief under the Fair Labor Standards Act, as amended, 29 U.S.C. § 216(b) (the "FLSA"). Plaintiff was an hourly paid clerical employee and performed related activities for Defendant in, among others, Miami-Dade County, Florida.

2. Defendant, REGISTERFLY, is a Florida corporation that operates and conducts business in, among others, Miami-Dade County, Florida, and is therefore, within the jurisdiction of the Court.

3. At all times relevant to this action, KEVIN MEDINA was an individual resident of the State of Florida, who owned and operated REGISTERFLY, and who regularly exercised the authority to: (a) hire and fire employees of REGISTERFLY; (b) determine the work schedules for the employees of REGISTERFLY; and (c) control the finances and operations of REGISTERFLY. By virtue of having regularly exercised that authority on behalf of REGISTERFLY, KEVIN MEDINA is an employer as defined by 29 U.S.C. 201 *et. seq.*

4. This action is brought under the FLSA to recover from Defendants, overtime compensation, minimum wages, breach of oral agreement, liquidated damages, and reasonable attorneys' fees and costs.

5. The Court has jurisdiction over Plaintiff's claims pursuant to 28 U.S.C. §1337 and the FLSA and the authority to grant declaratory relief under the FLSA pursuant to 28 U.S.C. § 2201 *et seq.*

6. At all material times relevant to this action, Defendant, KEVIN MEDINA, was an enterprise covered by the FLSA, and as defined by 29 U.S.C. § 203(r) and 203 (s). Additionally, Plaintiff and those similarly situated to him were engaged in interstate commerce during their employment with Defendants.

7. At all times relevant to his action, Defendants failed to comply with 29 U.S.C. §§ 201-209, because Plaintiff, and those similarly situated to him, performed services for Defendants for which no provisions were made by Defendants to properly pay Plaintiff, and those similarly situated to him, for all hours worked in excess of forty (40) within a work week and to ensure that Plaintiff was paid at the minimum wage for each hour worked within a work week.

8. Upon information and belief, the records, to the extent any exist, concerning the number of hours worked and amounts paid to Plaintiff, and those similarly situated to him, are in the possession and custody of Defendants.

**COUNT I - RECOVERY OF OVERTIME COMPENSATION**

9. Plaintiff reincorporates and readopts all allegations contained within Paragraphs 1-8 above.

10. Plaintiff is entitled to receive proper payment of time and one-half his regular rate of pay for each hour worked in excess of forty (40) per work week. During his employment with Defendants, Plaintiff, and those similarly situated to him, worked overtime hours but were not properly compensated for same.

11. As a result of Defendants' intentional, willful and unlawful acts by refusing to properly pay Plaintiff, and those similarly situated to him, their regular rate of pay for each hour worked in one or more weeks of employment with Defendants, Plaintiff, and those similarly situated to him, have suffered damages plus incurring reasonable attorneys' fees and costs.

12. As a result of Defendants' willful violation of the FLSA, Plaintiff, and those similarly situated to him, are entitled to liquidated damages.

13. Plaintiff demands a trial by jury.

WHEREFORE, Plaintiff, and those similarly situated to him, demand judgment against Defendants, jointly and severally, for payment of the proper regular rate of pay for all hours worked for Defendants for which Defendant did not properly compensate them, liquidated damages, reasonable attorneys' fees and costs incurred in this action,

declaratory relief, and any and all further relief that this Court determines to be just and appropriate.

**COUNT II - RECOVERY OF MINIMUM WAGES**

14. Plaintiff reincorporates and readopts all allegations contained within Paragraphs 1-8 above.

15. Plaintiff was entitled to be paid minimum wage for each hour he worked during her employment with Defendants.

16. Plaintiff has demanded proper compensation for one or more weeks of work with Defendants, but Defendants have refused and/or failed to compensate him for same. As a result of Defendants' actions in this regard, Plaintiff has not been paid the minimum wage for each hour worked during one or more weeks of employment with Defendants.

17. Defendants willfully failed to pay Plaintiff minimum wage for one or more weeks of work contrary to 29 U.S.C. § 206.

18. As a direct and proximate result of Defendants' deliberate underpayment of wages, Plaintiff has been damaged in the loss of minimum wages for one or more weeks of work with Defendants.

19. Plaintiff demands a trial by jury.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, for compensatory damages, an additional and equal amount of liquidated damages, reasonable attorneys' fees and costs incurred in this action, declaratory relief, and any and all further relief that this Court determines to be just and appropriate.

**COUNT III- BREACH OF ORAL AGREEMENT**

20. Plaintiff reincorporates and readopts all allegations contained within Paragraphs 1-8 above.

21. During Plaintiff's employment, Defendants orally agreed to pay Plaintiff an hourly rate for each hour worked within a work week.

22. Plaintiff agreed to these terms and conditions.

23. Notwithstanding this agreement, Defendants failed to pay Plaintiff the owed wages as agreed, thereby breaching the agreement between the parties.

24. As a result of Defendants' actions, they have breached their oral Agreement with Plaintiff, and Plaintiff seeks to recover his damages as a result.

25. Plaintiff demands a trial by jury.

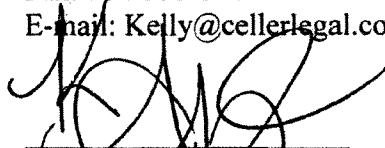
WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally as follows:

1. For compensatory damages;
2. For pre-judgment interest;
3. For post-judgment interest;
4. For costs of suit; and
5. For an award of attorneys' fees under Florida Statutes 448.108 as to all unpaid wages claims; and
6. Such other and further relief as the Court deems just and proper.



DATED this 6<sup>th</sup>, day of April 2007.

MORGAN & MORGAN, P.A.  
284 South University Drive  
Fort Lauderdale, Fl. 33324  
Tel: 877-435-9243  
Fax: 954-333-3515  
E-mail: Kelly@cellerlegal.com



KELLY AMRITT  
FL Bar No.: 648779

07-21040

**CIV. HIGHSMITH  
/McALLEY**

44 (Rev. 11/04)

**CIVIL COVER SHEET**

IS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided in the local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating a civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

a) **PLAINTIFFS**  
Dominick LaCavalla, on behalf of himself and those similarly situated

b) County of Residence of First Listed Plaintiff Miami-Dade  
(EXCEPT IN U.S. PLAINTIFF CASES)

c) Attorney's (Firm Name, Address, and Telephone Number)  
**MORGAN & MORGAN, P.A.**  
284 South University Dr.  
Ft. Lauderdale, FL 33324  
(954) 318-0268

**DEFENDANTS**  
Unifednames, Inc., a Florida Corporation  
d/b/a Registerfly and Kevin Medina,  
Individually

County of Residence of First Listed Defendant \_\_\_\_\_  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known) \_\_\_\_\_

d) Check County Where Action Arose:  DADE  MONROE  BROWARD  PALM BEACH  MARTIN  ST. LUCIE  INDIAN RIVER  POLK  HIGHLANDS

**BASIS OF JURISDICTION** (Place an "X" in One Box Only)

Federal Question (U.S. Government Not a Party)

Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (For Diversity Cases Only)

	PTF	DEF		DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in This State	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6

DADE-07-21040-CV-SH-McALLEY

**NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
10 Insurance 20 Marine 30 Miller Act 40 Negotiable Instrument 50 Recovery of Overpayment & Enforcement of Judgment 151 Medicare Act 152 Recovery of Defaulted Student Loans (Excl. Veterans) 153 Recovery of Overpayment of Veteran's Benefits 160 Stockholders' Suits 190 Other Contract 195 Contract Product Liability 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Annuity <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> 210 Land Condemnation 220 Foreclosure 230 Rent Lease & Ejectment 240 Torts to Land 245 Tort Product Liability 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<b>LABOR</b> <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl Ret Inc Security Act	<b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWX (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

**ORIGIN** (Place an "X" in One Box Only)

Original Proceeding  2 Removed from State Court  3 Remanded from Appellate Court  4 Reinstated or Reopened  5 Transferred from another district (specify)  6 Multidistrict Litigation  7 Appeal to District Judge from Magistrate Judgment

**I. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):  
 29 U.S.C. § 216(b). Action for unpaid overtime wages

LENGTH OF TRIAL via 4 days estimated (for both sides to try entire case)

**II. REQUESTED IN COMPLAINT:**  CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23  DEMAND \$ unknown at this time CHECK YES only if demanded in complaint: JURY DEMAND:  Yes  No

**III. RELATED CASE(S) IF ANY** (See instructions): JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE 4/16/07 SIGNATURE OF ATTORNEY OF RECORD

RECEIPT # 958187 AMOUNT 350- APPLYING FEE \_\_\_\_\_

# **EXHIBIT I**



action should be taken to preserve the value and status quo of the corporate Plaintiff until further order of the Court, and it further appearing to the Court that it is in the best interests of the individual parties, both of whom have or claim an interest in and the right to represent Unifiednames, Inc., that action be taken to preserve the interests and business of Unifiednames, Inc.; and the individual parties and their counsel having agreed to the relief set forth in paragraphs 1 through 6 hereof,

The Court orders as follows:

1. Ordered that the banks and financial institutions listed below in (a) and (b) of this paragraph 1 shall have the right and authority, without further order of this Court, and without any liability whatsoever, to promptly place all of the funds presently in and any future funds deposited in their institutions in the names of Unifiednames, Inc. or RegisterFly.com, Inc. or Hosting Services Group, Inc. into the certain corporate bank account of Unifiednames, Inc. at Commerce Bank, located in East Hanover, New Jersey, being bank account number ending in 7820.

The aforementioned financial institutions are:

(a) Valley National Bank, 637 Eagle Rock Avenue, West Orange, New Jersey Account Number ending in 1710, which account is in the name of Hosting Services Group, Inc. an affiliate of Unifiednames, in which approximately \$19,617.75 is presently located;

(b) Humbolt Merchant Services, in which approximately \$280,000 including authorized reserves of \$75,000 is held, the Court and parties recognizing that such reserves may be withheld in accordance with practices and/or agreements between the parties; and it is further

2. Ordered that no expenditures of the funds of the corporate plaintiff shall be made pending further order of this Court, other than with the written consent and/or joint

check signature of both Kevin Medina and John Narusewicz. However promptly following entry of this Order the following expenditures shall be made by the parties from the Unifiednames, Inc. bank account at Commerce Bank, account no. ending in 7820:

- (1) To Enom.com to fund pending renewals, the sum of \$20,000.
- (2) To Verisign, to fund name registration, the sum of \$40,000.
- (3) To Afilias to fund name registrations, the sum of \$30,000.
- (4) To Mark Klein to fund consulting services, the sum of up to \$17,000 in accordance with the terms of the most recent invoices rendered.
- (5) To GNR to fund name registrations, the sum of \$2,000.
- (6) To Neulevel to fund registration names, the sum of \$3,000.
- (7) To Tucows, Inc. for registrations and renewals and for transaction fees, the sum of \$5,000.
- (8) To Centralnic to fund registration names, the sum of \$7,000.
- (9) To PIR to fund registration names, the sum of \$10,000.
- (10) To the State of New Jersey and State of New Jersey Florida and the Internal Revenue Services to fund appropriate payroll and withholding taxes.
- (11) To the regular employces of the Miami and Boonton offices of the corporate plaintiff (Chris Tiers, Michael Ford, Eddie Torres, Stephen Pasquale, Omar Amonte, Angelina, Matt Dwyer, Glenn Stansbury, Neil Frais, Andrew Moreland, Keona Wright, Jeremy Williams, Dominick La Cavalla, Tasbeeh Copraan, Walter Preston, Roberta O'Neill, Melissa Tabares, Oscar Lujambio, and Giulano), funds to pay the regular payrolls of those offices (other than payments to Kevin Medina and John Narusewicz who are not to be paid) in amounts paid and payable in accordance with the law and in the ordinary course of business based upon previous levels of pay in effect on February 12, 2007 except as any new hircs reflected in the list above.
- (12) To Rand Associates the sum of \$4,968 and to Beach Front Realty the sum

of \$2,600 to pay rentals for the months of February and March in accordance with the terms of the respective leases for the Boonton and Miami offices.

- (13) To appropriate providers of utilities for the Boonton and Miami offices of the corporate plaintiff payments due and billed in the ordinary course for charges incurred.
- (14) To make appropriate payments to ICANN for outstanding fees estimated by ICANN to be \$5,423.86.
- (15) To make payments to Oxford Health Insurance in the amount of \$4,052 in payment of employee's health insurance payments or such other amount as may be necessary to appropriately fund the Employer's obligations under the relevant plan documents.
- (16) To Pentech Leasing in the amounts necessary to satisfy and bring up to date the monthly lease payments on office furniture and equipment in the approximately aggregate amounts of \$3,200 per month; and it is further,

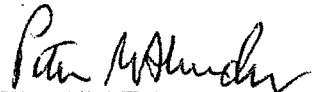
3. Ordered that copies or evidence of payment of these bills when and as made be given to each party promptly following such payment being made. If and to the extent that additional moneys need to be sent to registries to pay for name reservations or management the parties shall cooperate in the effort to assess such amounts and agree to such payments, and in default of such agreement, shall expeditiously seek approval of payment from this Court; and it is further

4. Ordered that Plaintiff's counsel serve a copy of the within Order upon the financial institutions listed in paragraph 1 of this Order within two (2) days from the date of entry hereof, with a request, if required by such institutions, signed by both individual parties hereto, requesting that funds be transferred to Commerce Bank account pursuant to paragraph 1 above; and it is further

5. Ordered that all of the foregoing relief shall remain in effect until further Order of this Court; and it is further


6. Ordered that notwithstanding the parties having consented to the terms of all or any of the above Order, neither party shall have been deemed to have waived or otherwise be precluded from asserting any rights or claims of or against the other party or its agents or representatives.

So Ordered this <sup>1<sup>st</sup></sup> day of March, 2007


  
Peter G. Sheridan, U.S.D.J.

Consented to As to Form and Substance

Mirzaian Schoenbrodt, LLP  
Attorneys for Unifiednames, Inc.  
and John Narusewicz  
By:

  
Paul Castronovo, Esq.

Rabner, Allcorn, Baumgart & Ben-Asher, P.C.  
Attorneys for Kevin Medina,  
Appearance Limited Exclusively to this  
Order and the February 27 Hearing on the Order to Show Cause  
By:

  
Harold Rabner, Esq.



# **EXHIBIT J**



UK Home > [OUT-LAW News](#) > [This month's news](#) > [April 2007](#) > ICANN wins court order against rogue registrar



## ICANN wins court order against rogue registrar

OUT-LAW News, 20/04/2007

**Controversial US domain registrar RegisterFly has been ordered by a US court to hand all its customer and domain name data to the internet's governing body for domain names so that they can be transferred to other registrars.**

Domain owners have accused RegisterFly of losing more than 75,000 domains as the company's founder has become embroiled in a courtroom power struggle for the company.

Accusations that company money has been spent on lavish Miami penthouse apartments, escort services and a \$6,000 chihuahua have peppered a legal tussle for the company between owner Kevin Medina and John Naruzewicz, Medina's business and personal partner of 10 years.

At one point earlier this year two parallel RegisterFly sites were in operations, one at .com and one at .net. Naruzewicz controlled the .com site, but was ordered to hand control of it and the company back to Medina by a New Jersey court.

The International Corporation for Assigned Names and Numbers (ICANN) has won a temporary court order which instructs RegisterFly to transfer data to it so that it can be sent on to other registrars.

Thousands of domain names have lapsed because customers were unable to renew them through RegisterFly in recent weeks, and there is a long history of customer complaints against the firm.

ICANN has reportedly received complaints against the company dating back to 2005, including that customers were being overcharged or that customers who complained about overcharging to the company had their accounts suspended. Over 75,000 domain names were lost in January alone, according to reports.

ICANN had previously said that it could not hold RegisterFly to account over its responsibilities in ICANN's Registrar Accreditation Agreements, but did eventually file a lawsuit seeking an order that the company's domains be transferred.

The temporary restraining order (TRO) was issued by the US Federal Court for the Central

District of California. A hearing will take place on 26th April to determine whether the order can be extended for a longer period.

The order instructs RegisterFly to supply ICANN with all customer data within 48 hours and to supply weekly updates of that information.

"With current and accurate registrant data, ICANN will be in a position to initiate a bulk transfer to another registrar, either with RegisterFly's cooperation while the company remains an ICANN-accredited registrar, or unilaterally if RegisterFly's accreditation is terminated," said an ICANN statement.

"In addition to seeking a Preliminary Injunction, ICANN will continue pursuing RegisterFly in the Central District of California for, among other things, breach of contract," it said.

RegisterFly is also being sued in a class action case by Anne Martinez, who alleges that the company systematically defrauded customers who tried to register or renew domain names. Martinez claims that the company is likely to cause her to lose the address GoCertify.com, which is attached to a business she claims supports herself and her children.

**Learn more about domain names and the law:** We are running free breakfast seminars, starting next week, in Leeds, Birmingham, Manchester, Edinburgh, London and Glasgow on protecting your name on the net. See: [OUT-LAW Breakfast Seminars, Spring 2007](#).

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**PROOF OF SERVICE BY OVERNIGHT DELIVERY**

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 555 South Flower Street, Fiftieth Floor, Los Angeles, California 90071-2300. On April 24, 2007, I deposited with Federal Express, a true and correct copy of the within documents:

**DECLARATION OF JEFFREY A. LEVEE IN  
SUPPORT OF ENTRY OF PRELIMINARY  
INJUNCTION**

in a sealed envelope, addressed as follows:

Kevin Medina  
RegisterFly.Com, Inc.  
960 Arthur Godfrey Road, St402  
Miami Beach, FL 33140  
Email:  
[kevin@unifiednames-inc.com](mailto:kevin@unifiednames-inc.com)  
President of RegisterFly.Com,  
Inc. and Unified Names, Inc.

Mitchell Novick, Esq.  
Law Offices of Mitchell P.  
Novick  
66 Park Street  
Montclair, NJ 07042  
Email:  
[mnovick@mitchellnovick.com](mailto:mnovick@mitchellnovick.com)  
Counsel for Kevin Medina,  
Registerfly, and Unified Names

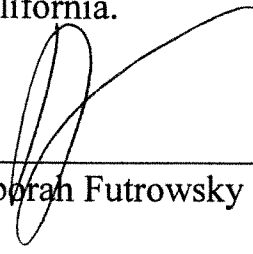
Harold Rabner, Esq.  
Rabner, Allcorn, Baumgart &  
Ben Asher, P.C.  
52 Upper Montclair Plaza  
(Upper Montclair)  
Montclair, NJ 07043  
Email:  
[hrabner@rabnerallcorn.com](mailto:hrabner@rabnerallcorn.com)  
Counsel for Kevin Medina,  
RegisterFly, and Unified Names

Following ordinary business practices, the envelope was sealed and placed for collection by Federal Express on this date, and would, in the ordinary course of business, be retrieved by Federal Express for overnight delivery on this date.

I have submitted a courtesy copy of the above described document via email to all parties listed above.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on April 24, 2007, at Los Angeles, California.



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Deborah Futrowsky

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