

Fill in this information to identify the case:

Debtor Thrasio, LLC

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

Case number 24-11902

**Official Form 410
Proof of Claim**

04/22

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

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

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

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

Part 1: Identify the Claim

1. Who is the current creditor?	<u>APRC Clock Tower Development Owner LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>RC Clocktower LP</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	<u>APRC Clock Tower Development Owner LLC</u> <u>Radom Capital LLC</u> <u>611 W 22nd St Ste 203</u> <u>Houston, TX 77008-1968</u>	
	Contact phone <u>7137834444</u>	Contact phone _____
	Contact email <u>sidney@RadomCapital.com</u>	Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



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

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

7. How much is the claim? \$ 0. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

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

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ 0

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



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

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

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

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

No

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

\$ _____

Part 3: Sign Below

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

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

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

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

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

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

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

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

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

Executed on date 04/24/2024
MM / DD / YYYY

/s/Marc Weisselberg
Signature

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

Name Marc Weisselberg
First name Middle name Last name

Title Principal

Company Radom Capital LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-0496 | International +1 (310) 751-2696

Debtor: 24-11902 - Thrasio, LLC		
District: District of New Jersey, Trenton Division		
Creditor: APRC Clock Tower Development Owner LLC Radom Capital LLC 611 W 22nd St Ste 203 Houston, TX, 77008-1968 Phone: 7137834444 Phone 2: Fax: Email: sidney@RadomCapital.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement: Has Related Claim: No Related Claim Filed By: Filing Party: Creditor	
Other Names Used with Debtor: RC Clocktower LP	Amends Claim: No Acquired Claim: No	
Basis of Claim: Lease agreement	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 0	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: Yes, 0 Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Marc Weisselberg on 24-Apr-2024 11:29:09 a.m. Eastern Time Title: Principal Company: Radom Capital LLC		

License Agreement

This License Agreement (this “**Agreement**”) is intended to embody the terms and provisions pursuant to which RC Clock Tower LP, (“**Licensor**”) shall grant to:

LICENSEE LEGAL NAME: **Thrasio, LLC** (“**Licensee**”)
LICENSEE TRADE NAME: **Thrasio**
LICENSEE ADDRESS: 85 West Street Walpole MA 02081
TELEPHONE NUMBERS: **(508) 446 - 3674**
EMAIL ADDRESS: mallory@thrasio.com

The nontransferable right and irrevocable permission, except as otherwise provided herein, for the temporary use and right to occupy certain premises containing approximately 7,722 square feet (the “**Licensed Area**”) being a part of the building located at 2215 Lawrence St. (the “**Building**”), as shown on Exhibit B attached hereto, located on the property legally described on Exhibit A attached hereto, together with such additions, revisions and other changes as Licensor may from time to time designate as included within the Project and more commonly referred to as the “Heights Clock Tower” (the “**Project**” or the “**Center**”).

1. **DELIVERY DATE.** Licensor shall deliver the Licensed Area to Licensee upon the completion of the Licensor Work as described in Exhibit C, to be on or about November 1, 2022, but in no event later than November 15, 2022 (the “**Delivery Date**”), unless the Licensor has made the Temporary Premise available to Licensee as described below. The Licensed Area will be delivered in an “AS-IS” and “WITH ALL FAULTS” condition. Licensor makes no representation or warranty of any kind, express, implied, statutory or otherwise, with respect to the Licensed Area (without limitation, Licensor makes no representation or warranty as to the habitability or fitness of the Licensed Area).

In the event the Licensed Area is not ready for occupancy on November 1, 2022, such determination to be by the parties, Licensor shall make available to Licensee a temporary space in the Project (the “**Temporary Premises**”) until the Licensed Area is ready for occupancy, but in no event later than December 1, 2022. If Landlord elects to provide the Temporary Premises to Licensee, (i) this License Agreement will continue in accordance with its terms, except that the Temporary Premises will be substituted for the Licensed Area, (ii) if the Temporary Premises is larger than the Licensed Area, Base Rent will not increase, and (iii) if the Temporary Premises is smaller than the Licensed Area, Base Rent will be reduced in proportion to the size of the Temporary Premises.

2. **TERM; PERMITTED USE.** The term of this Agreement (the “**Term**”) shall commence upon the Delivery Date, and unless sooner terminated as provided hereinafter, shall expire six (6) calendar months following the Rent Commencement Date (defined below). Licensee shall have access to the Licensed Area 365 days per year and 24-hours per day, including holidays.

Provided Licensee is not in default beyond applicable cure periods under this Agreement, Licensee shall have the option to extend the Term for one (1) additional term of six (6) months upon the same terms and conditions contained in this Agreement. Licensee shall be required to give Licensor prior written notice of its intent to exercise its option to extend not less than thirty (30) days prior to the expiration of the initial Term.

Licensee shall operate within the Licensed Area for the sole purpose of general office use and production space (the “**Permitted Use**”), and for no other purpose whatsoever.

The Permitted Use will be subject to the absolute and unconditional review and approval of Licensor throughout the Term. Any deviation from the Permitted Use at any time during the Term will require prior written approval of the Licensor. If the Licensee deviates from the Permitted Use or otherwise fails to comply with the provisions of this Agreement relating to the Permitted Use, including by failing to obtain prior written approval of Licensor with respect to any proposed use of the Licensed Area, the parties agree that Licensor would suffer damages related to such unauthorized use, but that such damages would be extremely difficult and impracticable to ascertain. Licensee shall therefore pay to Licensor such amount for each calendar day that such unauthorized use continues. Such payments are liquidated damages and not a penalty. Acceptance of such payments by Licensor will not preclude Licensor from exercising its rights to terminate this Agreement for any such breach.

3. RENT, FEES AND PAYMENT TERMS. The term “Rent Commencement Date” shall mean **the Delivery Date** (the “**Rent Commencement Date**”). Beginning on the Rent Commencement Date, Licensee covenants and agrees to pay to Licensor, Base Rent in the amounts set forth below:

	<u>AMOUNT</u>
Base Rent:	\$12,500.00 per month
CAM:	N/A
Marketing:	N/A
Real Estate Tax:	N/A
Utilities:	See <u>Section 7</u> below.

4. PREPAID RENT AND SECURITY DEPOSIT. Licensee shall pay to Licensor, as prepaid rent, an amount equal to **first month’s Base Rent** upon execution of this Agreement. Licensee shall pay to Licensor a security deposit in the amount of **last month’s Base Rent** within three (3) business days of Agreement execution (the “**Security Deposit**”). The Security Deposit will be held by Licensor for the entirety of the term of this Agreement. If Licensee is not in default hereunder at the expiration or earlier termination this Agreement and if, after inspection by Licensor it is determined that Licensee has left the Licensed Area in the condition prescribed in paragraph 8 herein, the Security Deposit shall be returned by Licensor to Licensee within thirty (30) days of termination of this Agreement.

5. LICENSOR’S REPRESENTATIONS. Licensee acknowledges that Licensor has made no representations regarding the condition of the Licensed Area and its compliance with legal requirements. A vacation of premises or cessation of operations by any other licensee or tenant in the Project shall not in any way release Licensee from Licensee’s obligations under this Agreement.

6. LICENSOR-PROVIDED SERVICES, FURNITURE, AND ENTRANCE. Licensor shall provide Building standard janitorial services to the Licensed Area two (2) times per week for entirety of the Term at no additional cost to Licensee. Additionally, Licensor shall lease to Licensee, at no additional cost to Licensee, the furniture shown on Exhibit D attached hereto (“**Licensor Furniture**”). Licensee shall be responsible, at Licensee’s cost, for moving the Licensor Furniture into the Licensed Area on or prior to the Delivery Date. If Licensee elects for Licensor, at Licensee’s sole cost, to move the Licensor Furniture into the Licensed Area, Licensor shall use commercially reasonable efforts to move the Licensor Furniture into the Licensed Area on or prior to the Delivery Date; provided, however, Licensor makes no promises or guarantees about the actual delivery date of the Licensor Furniture. If a tenant, licensee, or other occupant occupies all or any portion of the vacant space in the Building, as shown on Exhibit B, then Licensor shall construct, at Licensor’s sole cost and expense, an entrance to the Licensed Area and a demising wall to separate the Licensed Area from the remainder of the Building.

7. **UTILITIES.** Licensor shall provide water and gas to the Building at no additional cost. Licensee shall be responsible for all other utility costs and shall contract directly with the utility provider for its electricity, telephone, internet, and cable within the Licensed Area. If a tenant, licensee, or other occupant occupies all or any portion of the vacant space in the Building, as shown on Exhibit B, then Licensee shall pay to Licensor its proportionate share of the Building's electricity costs.

8. **CONDITION OF LICENSED AREA.** By taking possession of the Licensed Area and the Licensor Furniture, Licensee shall be deemed to have (a) inspected the Licensed Area and Licensor Furniture; (b) accepted the Licensed Area and Licensor Furniture "AS IS" with no representation or warranty by Licensor as to the condition of the Licensed Area or Licensor Furniture, or their suitability for Licensee's proposed operation, business, or use and no express or implied warranty (including any warranty of merchantability or fitness for a particular purpose) has been made or shall apply; and (c) agreed that Licensor has no obligation to improve or update the Licensed Area or Licensor Furniture unless said obligation is specifically set forth in this Agreement. Licensee shall maintain the Licensed Area and Licensor Furniture provided by Licensor in its present condition (reasonable wear and tear excepted); Licensor shall produce a checklist of such condition upon delivery of possession to Licensee, which checklist shall be signed by a representative of each of Licensor and Licensee, to provide a basis for determining normal, reasonable wear and tear on the Licensed Area during the Term, and at the end of the Term, Licensee shall return the Licensed Area and Licensor Furniture in accordance with such checklist (reasonable wear and tear excepted). Licensee shall, at all times during the Term, maintain at its sole cost and expense, the Licensed Area in good, clean, and neat condition. Licensee shall be responsible for replacing all light bulbs in the Licensed Area, and repairing any damage in the Licensed Area or the Licensor Furniture caused by any act, omission, or negligence of Licensee or its agents, employees or customers. Licensee shall also be responsible for all repairs and replacements of all fixtures or alterations in the Licensed Area that are installed by Licensee pursuant to the terms of this License. In addition to all other remedies of Licensor under this Agreement, if Licensee does not fully perform its obligation to repair and maintain the Licensed Area as set forth herein, Licensor may make such repairs without liability to Licensee for any loss or damage that may occur to Licensee, its merchandise, fixtures, or other property or to Licensee's business. Further, upon completion of any such repairs by Licensor, Licensee shall pay upon demand, as additional rent, Licensor's costs for making such repairs, together with Licensor's administrative costs related thereto in an amount equal to twenty percent (20%) of the total cost of such repairs. Licensee shall not make any alterations, additions or improvements to the Licensed Area without the prior written consent of Licensor and all alterations, additions or improvements made by Licensor or Licensee, except movable equipment and trade fixtures which Licensee installed at its expense, shall become the property of Licensor and shall remain upon and be surrendered with the Licensed Area at the expiration of the Term, or earlier termination thereof pursuant to the provisions of this Agreement. Notwithstanding the foregoing, all of the Licensor Furniture shall remain in the Licensed Area at the expiration of the Term, or earlier termination thereof pursuant to the provisions of this Agreement. Notwithstanding the foregoing, if Licensor shall direct Licensee to remove any alterations, additions or improvements at the end of the Term, Licensee shall remove the items so designated by Licensor at the end of the Term and promptly repair any damage caused thereby.

9. **LICENSOR REPAIRS.** Licensor, in its sole and absolute discretion, will repair and maintain the exterior walls, roof, foundation, load bearing elements of the Licensed Area, and HVAC system serving the Licensed Area in good working order and condition, reasonable wear and tear excepted. In the event of casualty to the Licensed Area, Licensor shall have no obligation to restore the Licensed Area and, in its discretion, may cancel the Agreement on thirty (30) days' prior notice to Licensee.

10. **COVENANTS OF LICENSEE.** Licensee covenants to comply, at its sole cost and expense, with the following terms and conditions:

A. Except for Licensor repairs set forth above, Licensee shall, at its sole cost and expense, maintain the

Licensed Area. Licensee, at its sole cost and expense, shall at all times maintain the Licensed Area in good and safe condition and keep the Licensed Area free of insects, rodents, vermin and other pests. Upon the expiration (or earlier termination) of the Term, Licensee shall return the Licensed Area to Licensor in broom-clean condition and restored to the condition existing on the date Licensee took possession, normal reasonable wear and tear excepted.

- B. Licensee, at its sole cost and expense, shall at all times maintain all required permits and observe and comply with all laws, ordinances, rules, regulations and code requirements imposed by Licensor and/or applicable governmental or quasi-governmental body having jurisdiction over the Licensed Area or the use and occupancy thereof.
- C. Licensee shall be responsible for designing, constructing, installing, and maintaining all signage, including interior and exterior signs, at Licensee's sole expense. All signage must be pre-approved by Licensor in writing and must be professionally made. Hand-written signs are only permitted with Licensor's written approval.
- D. Licensee shall not keep or display any merchandise in the common areas of the Building or the Center adjacent to or outside of the Licensed Area or otherwise obstruct said areas.
- E. Licensor is not required to provide storage space for Licensee outside the Licensed Area. If storage space is to be provided by Licensor outside the Licensed Area, it will be subject to a separate agreement.
- F. Licensee shall not permit loudspeakers, television, phonographs, radios, flashing lights or other devices to be used in a manner so as to be heard or seen outside of the Licensed Area without the prior written consent of Licensor.
- G. Licensee shall not distribute any handbills or other advertising material in the Building, the Center or on the automobiles parked in the parking lots serving the Center.
- H. Licensee shall not permit loitering at or about the Licensed Area.
- I. Garbage and trash shall be kept in an adequate, sanitary, closed container, within the Licensed Area.

11. **INSURANCE.** Upon the Delivery Date and at all times thereafter, Licensee, at its sole cost and expense, shall maintain full and adequate insurance for the Licensed Area and for operation of Licensee's business in the Licensed Area, in addition to such other insurance as Licensor may reasonably require, including, but not limited to, insurance of the following character:

- (a) "Special Causes of Loss" or similar "All Risk" form of property insurance on all of Licensee's alterations, additions, improvements, fixtures, furnishings, inventory, equipment, signs, and personal property located at the Licensed Area in amounts not less than the "full insurable value" thereof.
- (b) Commercial general public liability insurance of an "occurrence" type with broad form endorsement covering the legal liability of Licensor and Licensee, against claims for bodily injury, death, or property damage occurring on, in, or about the Licensed Area in the minimum amounts of \$1,000,000.00 with respect to one occurrence and \$2,000,000 in the aggregate, and \$250,000.00 for all claims for property damage with respect to any one occurrence and \$500,000.00 in the aggregate.
- (c) Worker's Compensation Insurance in compliance with minimum acceptable limits as set forth in applicable Texas Worker's Compensation laws.
- (d) Excess liability (umbrella) policy of insurance following form, in an amount of not less than \$3,000,000.00.
- (e) Plate Glass Insurance covering all plate glass, if any, in the Licensed Area other than interior display cases.
- (f) At all times during which construction work is being performed by or on behalf of Licensee at the Licensed Area, Licensee must maintain "Builder's Risk" insurance, covering the full replacement value of all such work being performed, naming Licensor and Licensee as insureds as their respective interests may appear, and providing that Licensor is a loss payee.
- (g) Business Income Insurance or Business Interruption Insurance in an amount sufficient to pay for at least twelve (12) months of all Rent payable under the terms of this Agreement.
- (h) Automobile Liability Insurance for all vehicles owned, non-owned, hired or otherwise used in

connection with business operations on or from the Licensed Area with limits of not less than \$1,000,000.00 combined single limit for bodily injury and property damage.

Certificate Holder: RC Clock Tower, LP

Additional Insured(s): Licensor's property manager, Licensor's asset management company, and all direct and indirect subsidiaries, their respective officers, directors, agents and employees are included as additional insureds, on the Licensee's commercial general liability and auto liability policies. Licensee's insurance shall be primary and non-contributory when any policy issued to Licensor provides duplicate or similar coverage, and in such circumstance Licensor's policy will be excess over Licensee's policy(ies).

Such policies shall include provisions that the policy may not be canceled unless at least thirty (30) days' prior written notice is provided to Licensor. Licensee hereby waives all subrogation rights of Licensee's insurance carrier in favor of Licensor and its members, beneficiaries, trustees, officers, employees and agents

12. OPERATIONS; INDEMNIFICATION. Each party (each an "Indemnifying Party" for purposes of subsection (v) below) agrees that, at all times during the Term, it shall: (i) comply with all applicable laws and regulations of any City, State or local governmental or other agencies having jurisdiction; (ii) except that only Licensee agrees to comply with the minimum "Rules and Regulations" promulgated by Licensor (a copy of which has been delivered to Licensee and is made a part hereof); (iii) **RESERVED**; (iv) **RESERVED**; (v) indemnify, defend, save and hold the other party and its officers, directors, members, partners, employees, agents, affiliates, successors, and permitted assigns (the "Indemnified Party") from and against any and all liability, claims and expenses made in connection with: (A) any injury to or death of any person, or damage to or loss of property, or any other thing occurring on or about any part of the Project, or in any manner growing out of, resulting from or connected with the use, condition or occupancy of the Licensed Area if caused by any gross negligent or wrongful act or omission of the Indemnifying Party or its agents, partners, contractors, employees, permitted assigns, licensees, sublessees, invitees, or any other person or entity for whose conduct the Indemnifying Party is legally responsible; (B) violation by the Indemnifying Party of any contract or agreement to which the Indemnifying Party is a party in each case affecting any part of the Licensed Area or the occupancy or use thereof by the Indemnifying Party; and (C) violation of or failure to observe or perform any condition, provision, or obligation of or under this License Agreement on the Indemnifying Party's part to be observed or performed hereunder; and (vi) pay all applicable taxes when due to the appropriate agency in the state in which the Center is situated, and other fees, taxes and charges imposed on the premises or the business activity of the Licensee by the state or municipality in which the Center is situated, and indemnify and hold the other party harmless from any liability therefor or in connection therewith. The indemnity obligations outlined herein shall survive any cancellation, expiration, or termination, for any reason, of this License Agreement.

Without limitation, all of Licensee's personal property, which may at any time be at, on or within the Licensed Area, shall be at Licensee's sole risk, and Licensor shall not be responsible for money, merchandise, or any other personal property damaged, lost in, or stolen from the Licensed Area. Licensor shall not be responsible for loss or damage to, and/or theft of Licensee's property during or subsequent to such removal from the Licensed Area. If Licensee shall fail to comply with the Rules and Regulations promulgated by Licensor, in addition to any other remedy available to Licensor, Licensee shall pay to Licensor as liquidated damages for each such infraction a sum equal to TWO HUNDRED FIFTY DOLLARS (\$250.00).

13. ASSIGNMENT. Licensee shall not sell, assign, mortgage, pledge or in any manner transfer this Agreement or any interest herein, nor sublet or license all or any part of the Licensed Area by operation of law or otherwise, without Licensor's prior written approval which approval may be withheld in Licensor's sole and absolute discretion.

14. **INTEREST AND LATE CHARGES.** All Rent and additional charges (including but not limited to Monthly Utility Costs) shall be due and payable on or before the designated due date and must be paid via ACH payment. Payments shall be deemed to have been made when actually received by Licensor. In the event that Licensee shall fail to deliver to Licensor any installment of Base Rent or other charges by the due date thereof, interest on the unpaid amount shall accrue from the date due through the date of payment at the rate of one and one-half percent (1 ½%) per month or the highest rate permitted by law, whichever is less. In addition to said interest, if Licensee shall fail to submit any payment within ten (10) days after the date due, Licensee shall pay to Licensor a late charge equal to five percent (5%) of the amount due or ONE HUNDRED DOLLARS (\$100.00), whichever is greater. Payment of interest and late charges shall not prejudice the rights of Licensor to pursue other remedies available under this Agreement, at law or in equity.

15. **DEFAULT.** In the event Licensee shall fail to perform promptly any of the obligations herein, or shall fail to pay timely any sums required of Licensee hereunder, or in the event a dispute should arise between Licensee and Licensor, Licensor may, after five (5) days' written notice to Licensee, cancel and terminate this Agreement and remove Licensee's property from the Licensed Area, all at Licensee's sole cost and expense and Licensor may pursue all rights and remedies afforded by this Agreement, at law or in equity.

16. **FORCE MAJEURE.** In the event that Licensor shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, shortage of labor, materials or equipment, inclement weather, delays in obtaining insurance or condemnation proceeds, acts of God or other reason of like nature beyond such party's reasonable control, then Licensor shall be excused for the period of such delay and the period for the performance of any such act shall be correspondingly extended for the period of such delay.

17. **RELOCATION.** N/A

18. **MISCELLANEOUS.** This writing is intended by the parties as a final expression of their agreement, all negotiations, considerations and representations between the parties having been incorporated herein. No representations, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. The laws of the state of Texas shall govern this Agreement and any matter arising out of or in connection with this Agreement or the transactions contemplated hereby. Any controversy, claim, or dispute among the parties arising out of or relating to this Agreement, or the transactions contemplated hereby, shall be brought exclusively in a court of applicable jurisdiction located in Harris County, Texas, and each party hereby consents and submits to jurisdiction in such a court. Licensor and Licensee hereby mutually waive any right which either may have to a jury trial in any proceeding arising hereunder or relating hereto. Notices provided hereunder may be provided to Licensee at the location of its Licensed Area or by mail to the address above. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver. Captions used are for convenience only and shall not be used to construe the Agreement.

19. **NO DISCRIMINATION.** It is Licensor's policy to comply with all applicable state and federal laws prohibiting discrimination in employment based on race, age, color, sex, national origin, disability, religion, or other protected classification. It is further intended that the Project shall be developed and operated so that all prospective Licensees and licenses thereof, and all customers, employees, licensees and invitees of such Licensees and licenses shall have equal opportunity to obtain all the goods, services, accommodations, advantages, facilities and privileges of the Project without discrimination because of race, age, color, sex, national origin, disability, or religion. To that end, Licensee shall not discriminate in the conduct and operation of this business in the Licensed Area against any person or group of persons because of the race, age, color,

sex, national origin, disability, religion or the other protected classification of such person or group of persons.

20. **CONFIDENTIALITY.** Each party acknowledges and agrees that the terms and conditions of this Agreement are to remain confidential for the benefit of both parties, and may not be disclosed by either party to anyone, by any manner or means, directly or indirectly, without the other party's prior written consent. The consent by a party to any disclosures shall not be deemed to be a waiver on the part of such party of any prohibition against future disclosure.

21. **PARKING.** Licensor may establish parking rules that Licensor deems appropriate to control use of the parking facilities of the Center. Licensor shall have the right to restrict parking for particular users during certain hours of the day, in such manner as Licensor deems advisable for the benefit of the Center and Licensee shall comply with such restrictions at all times during the Term or any renewal or extension thereof. Licensee and its employees shall be permitted to park their vehicles in the parking lot at **2215 Lawrence Street (southwest corner of Lawrence and 23rd Streets)** at no additional cost. Licensee and its employees shall not be permitted to park their vehicles elsewhere in the Project's parking spaces. Licensee shall be fully responsible to cause all of its employees, contractors, licensees, and concessionaires to park their motor vehicles in accordance with this License. Licensor shall have the right and privilege to have any motor vehicle parked outside of the Project's parking spaces towed away or "booted" (i.e., attachment of a device to the violating vehicle's wheel(s) to detain such vehicle) at Licensee's sole cost and expense. Any areas so designated in writing by Licensor for such parking shall be deemed parking facilities for all purposes. Licensor shall at all times have the right to designate and control the parking facilities in such manner as Licensor deems advisable and for the benefit of the Project.

22. **MONTHLY REPORTING.** N/A

23. **HOLDOVER.** If Licensee shall remain in possession of the Licensed Area after the expiration or sooner termination of this Agreement, then Licensee shall be a tenant at sufferance, terminable at any time, and shall be liable for two times the Base Rent in effect at the expiration or sooner termination of this Agreement, and shall be subject to all of the other obligations of Licensee under this Agreement. Additionally, Licensee shall pay to Licensor all actual damages sustained by Licensor on account of such holding over by Licensee. Nothing contained in the foregoing, however, shall be construed as the consent to any holding over by Licensor.

24. **BROKERS.** Commonwealth Commercial Advisors, Inc. is representing Licensee and shall be paid as per a separate agreement.

25. **GUARANTY.** N/A


26. **GROSS SALES.** N/A

27. **RULES AND REGULATIONS.** The Rules and Regulations attached hereto as Exhibit E are a part of this License, and Licensee agrees to comply with and observe the same, as they may be modified, amended or supplemented, as if they were set forth as covenants herein. Licensor reserves the reasonable right from time-to-time to modify, amend or supplement the Rules and Regulations and to promulgate additional reasonable Rules and Regulations applicable to the Licensed Area, the Building and the Center.

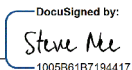
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement as of the date of last signature below.

Licensor: RC Clock Tower, LP

By: 
Name: Steve Radom
Title: Manager

Licensee: Thrasio LLC

By: 
Name: Steve Nee
Its: SVP Finance
Federal ID Number: 82-5434692

27-Oct-2022

EXHIBIT A

LEGAL DESCRIPTION OF THE PROJECT

TRACT I:

Lots One (1) through Eighteen (18), inclusive, and Lots Thirty-One (31) through Forty-Eight (48), inclusive, in Block Fifty-Three (53) of HOUSTON HEIGHTS ADDITION, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 1, Page 114 of the Map Records of Harris County, Texas. (This is a preliminary description, pending new survey. See Requirements.)

TRACT II:

Lots Sixteen (16) through Twenty (20), inclusive, in Block Seventy-Seven (77), of HOUSTON HEIGHTS ADDITION, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 1, Page 114 of the Map Records of Harris County, Texas.

EXHIBIT B

BUILDING

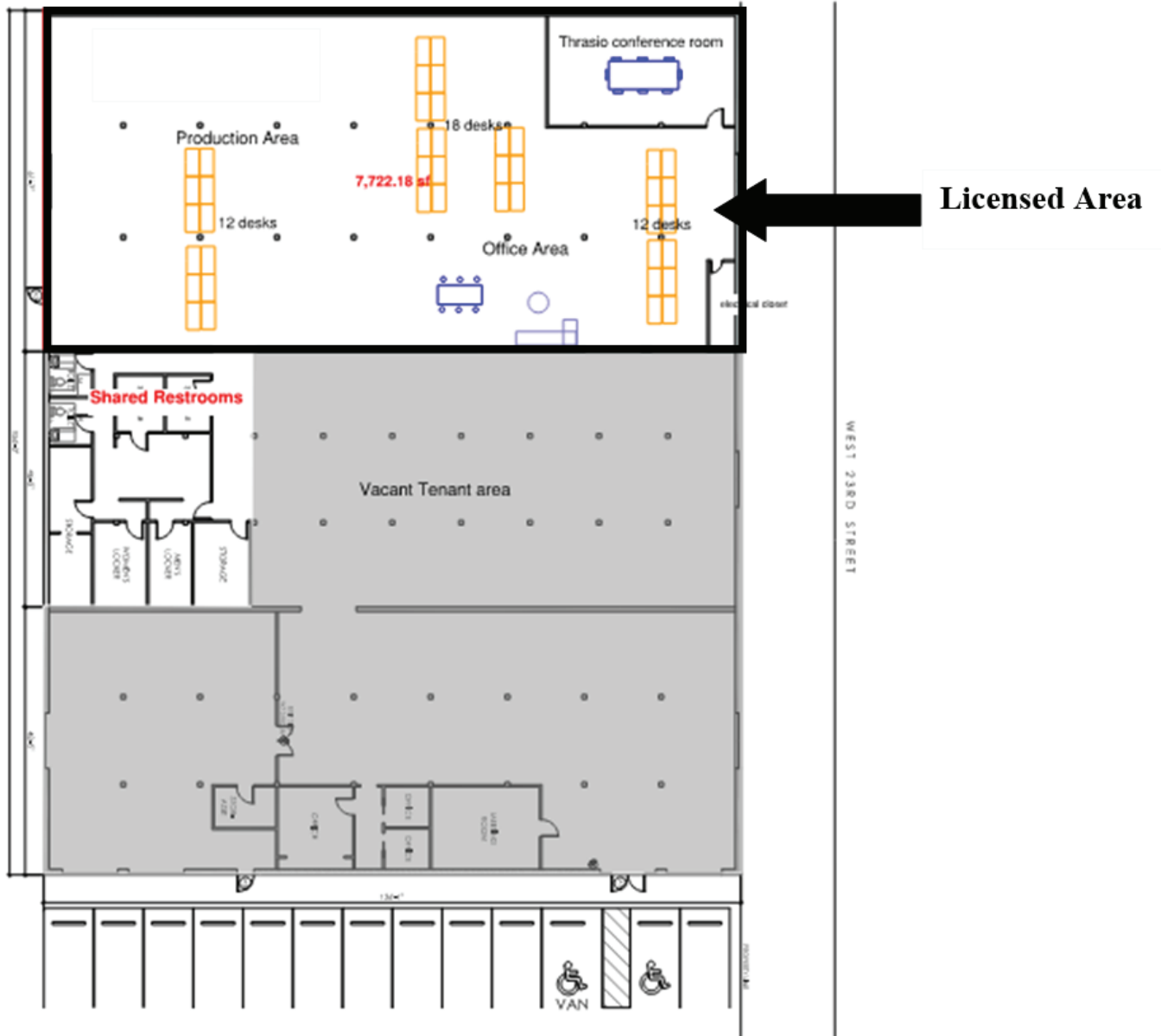


EXHIBIT C

LICENSOR WORK

Licensor shall deliver the Licensed Area in its current “As-Is” condition, broom-clean with all the prior tenant’s FF&E removed (including gym mirrors), provided, if a tenant, licensee, or other occupant occupies all or any portion of the vacant space in the Building, then Licensor shall construct, at Licensor’s sole cost and expense, an entrance to the Licensed Area and a demising wall to separate the Licensed Area from the remainder of the Building.

EXHIBIT D

LICENSOR FURNITURE

Photos	Item	Number	
	Folding Black Rolly Tables	8	
	Stackable White Chairs	24	
		Vari Desks + Chairs & Mini Filing Cabinet Set	30
		Round White Table	2 Tables
	Blue Chairs	4	
	Fuzzy chairs	4	



Couch +
Coffee Table
+ Rug 1 each



Low Kitchen
Table 1



Black Kitchen
Chairs 6



High Top
Table 2



High Top
Chairs
(Black) 12



Conference
Table 1



Silver Rolly
Chairs 12

EXHIBIT E

RULES AND REGULATIONS

1. **No Signs.** No Licensee Party will exhibit, inscribe, paint, or affix any sign, display, notice, or other lettering on or in any part of the Project or inside of the Licensed Area, if visible from the outside, without the prior consent of Licensor in each instance.
2. **No Displays.** No Licensee Party will use vehicles, balloons, flying objects, mechanical or moving display devices, bright or flashing lights, or similar devices on or in any part of the Project or inside of the Licensed Area, if visible from the outside, without the prior consent of Licensor in each instance.
3. **No Noise.** No Licensee Party will use sound reproduction or amplification machines or devices (such as radios, stereos, or televisions) or other noisemaking machines or devices on or in any part of the Project or inside of the Licensed Area, if audible from the outside, without the prior consent of Licensor in each instance. No Licensee Party will create or cause any improper, objectionable, or unpleasant noises or odors in the Project.
4. **No Solicitation.** No Licensee Party will solicit business in the Common Areas or distribute handbills or other advertising materials on or in any part of the Project, without the prior consent of Licensor in each instance.
5. **No Weapons.** No Licensee Party may possess or use weapons of any kind, concealed or otherwise, on or in any part of the Project.
6. **No Antenna and Dishes.** No Licensee Party will erect any antenna, satellite dish, or similar devices or equipment on or in any part of the Project or Licensed Area (including roofs), without the prior consent of Licensor in each instance.
7. **No Obstructions.** No Licensee Party will sweep or throw anything outside of the Licensed Area or into the corridors, halls, elevator shafts, or stairways. No Licensee Party will obstruct sidewalks, halls, doorways, vestibules, passageways, stairwells, and similar areas or use any such areas for a purpose other than ingress and egress to and from the Licensed Area and Project.
8. **No Animals.** No Licensee Party will keep animals or birds on or in any part of the Project or inside of the Licensed Area, other than animals for the disabled.
9. **No Lodging.** No Licensee Party will use any part of the Project or Licensed Area as sleeping or lodging quarters.
10. **No Smoking.** No Licensee Party will smoke cigarettes, pipes, cigars, or other tobacco products on or in any part of the Project or inside of the Licensed Area or within 50 feet of a Project entrance.
11. **No Plumbing Obstructions.** No Licensee Party will put liquids or other materials or substances into the lavatories or other plumbing fixtures that may cause damage to the plumbing. Licensee will pay to repair all damage to plumbing fixture or appliances from misuse by a Licensee Party or customer or invitee of Licensee.
12. **No Food Distribution.** Except as expressly permitted in the Agreement, (a) no Licensee Party will

prepare or distribute food on or in any part of the Project or inside of the Premise, without the prior consent of Licensor in each instance and (b) Licensee will not place vending machines or dispensing machines of a kind in the Licensed Area without prior approval from Licensor in each instance.

13. ***Window Treatment.*** Licensee may install Mecho Shades (or its reasonable equivalent) in the Licensed Area and such installation must be approved in writing. All additional solar screen material, window shades, blinds, drapes, awnings, window ventilators, or other window treatments must be approved in writing by Licensor prior to installation.

14. ***No Changing Locks or Duplicating Keys.*** Licensee will not change locks or install additional locks on doors without the prior consent of Licensor in each instance. No Licensee Party will duplicate keys procured from Licensor without prior approval of Licensor in each instance.

15. ***No Contractors Without Licensor Approval.*** Licensee will not allow any contractor (including technicians and workmen) to perform work in the Licensed Area until such contractor has provided proof of insurance satisfactory to Licensor and obtained Licensor's consent.

16. ***No Use of Licensor's Marks.*** No Licensee Party will use any symbol, design, mark, or insignia adopted by Licensor for all or any part of the Project in connection with the conduct of Licensee's business, without the prior consent of Licensor in each instance.

17. ***Keep Licensed Area Heated.*** Licensee will keep the Licensed Area at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

18. ***Requests Should Be In Writing.*** Licensor may elect not to honor requests by Licensee for building services, maintenance, or repairs that are not made in writing.

For purposes hereof, "**Licensor Party**" means each of Licensee and its owners, officers, directors, managers, members, partners, employees, agents, invitees, and visitors.

RC Clock Tower, LP

631 W 22nd Street
Houston, Texas 77008

RE: License Agreement by and between RC Clock Tower LP (“Licensor”) and Thrasio, LLC (“Licensee”), dated October 27, 2022 (the “License Agreement”)

Dear Mr. Nee:

The purpose of this letter is to memorialize the agreement between Licensor and Licensee to amend the term of the License Agreement.

Licensor and Licensee hereby agree that:

- (a) the first sentence of paragraph 1 of Section 2 of the License Agreement shall be deleted in its entirety and replaced with the following:

The term of this Agreement (the “**Term**”) shall commence upon the Delivery Date, and unless sooner terminated as provided hereinafter, shall expire on July 31, 2023.

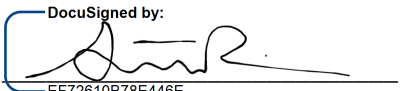
- (b) the first sentence of paragraph 2 of Section 2 of the License Agreement shall be amended to remove the number “six (6)” and replace it with “three (3)”.

Other than the amendments provided for herein, it is agreed and understood by Licensor and Licensee that all other terms of the License Agreement shall remain the same and in full force and effect. All capitalized terms used herein shall have the same meanings herein as in the License Agreement.

Please return to me a signed copy of this letter in order to confirm your agreement with the foregoing.

Sincerely,


RC CLOCK TOWER, LP

By: 
DocuSigned by: EF72610B78E446E
 Steve Radom, Managing Member

Date: 06-Apr-2023

AGREED AND ACKNOWLEDGED:

THRASIO, LLC

By: 
DocuSigned by: 1005E61B7184417
 Steve Nee, SVP Finance

Date: 06-Apr-2023

RC Clock Tower, LP

631 W 22nd Street
Houston, Texas 77008

RE: License Agreement by and between RC Clock Tower LP (“Licensor”) and Thrasio, LLC (“Licensee”), dated October 27, 2022 and subsequent amendment thereto, dated April 6, 2023 (together, the “License Agreement”)

Dear Mr. Nee:

The purpose of this letter is to memorialize the agreement between Licensor and Licensee to amend the term of the License Agreement.

Licensor and Licensee hereby agree that the first sentence of paragraph 1 of Section 2 of the License Agreement shall be deleted in its entirety and replaced with the following:

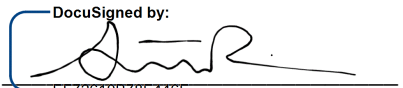
The term of this Agreement (the “**Term**”) shall commence upon the Delivery Date, and unless sooner terminated as provided hereinafter, shall expire on January 31, 2024.

Other than the amendments provided for herein, it is agreed and understood by Licensor and Licensee that all other terms of the License Agreement shall remain the same and in full force and effect. All capitalized terms used herein shall have the same meanings herein as in the License Agreement.

Please return to me a signed copy of this letter in order to confirm your agreement with the foregoing.

Sincerely,

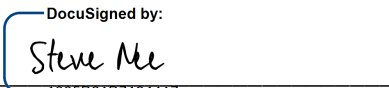
RC CLOCK TOWER, LP

By: 
Steve Radom, Managing Member

Date: 30-May-2023

AGREED AND ACKNOWLEDGED:

THRASIO LLC

By: 
Steve Nee, SVP Finance

Date: 30-May-2023

RC Clock Tower, LP

631 W 22nd Street
Houston, Texas 77008

RE: License Agreement by and between RC Clock Tower LP (“Licensor”) and Thrasio, LLC (“Licensee”), dated October 27, 2022 and subsequent amendments thereto, dated April 6, 2023 and May 30, 2023 (together, the “License Agreement”).

Dear Mr. Nee:

The purpose of this letter is to memorialize the agreement between Licensor and Licensee to amend the term of the License Agreement and other provisions as described herein.

1. Licensor and Licensee hereby agree that the first sentence of paragraph 1 of Section 2 of the License Agreement shall be deleted in its entirety and replaced with the following:

The term of this Agreement (the “**Term**”) shall commence upon the Delivery Date, and unless sooner terminated as provided hereinafter, shall expire on December 31, 2024.

2. The Base Rent table as stated in paragraph 1 of Section 3 of the License Agreement shall be deleted in its entirety and replaced with the following:

Base Rent from the Rent Commencement Date through July 31, 2023: 12,500.00 per month

Base Rent from August 5, 2023 through December 31, 2024: \$17,600.00 per month

CAM: N/A

Marketing: N/A

Real Estate Tax: N/A

Utilities: See Section 7 below.

3. Following paragraph 1 of Exhibit C of the License Agreement, Exhibit C shall be amended to include the following:

Notwithstanding the foregoing, Licensor shall provide on or before August 1, 2023 and at no cost to Licensee other than any increases in the Base Rent, the following improvements to the Licensed Area as further reflected in the attached Exhibit C-1:

- New breakroom millwork located in the area shown in Exhibit C-1
- Removal of the existing Astroturf floor covering
- Provide ten (10) additional power outlets located as shown in Exhibit C- 1
- Frame two (2) new huddle rooms and divide the existing conference room into two (2) huddle rooms as shown in Exhibit C-1
- Provide glass garage door along the alley located in the area shown in Exhibit C-1

4. Following Exhibit C, a new Exhibit C-1 attached hereto, shall be added to the License Agreement.

5. Other than the amendments provided for herein, it is agreed and understood by Licensor and Licensee that all other terms of the License Agreement shall remain the same and in full force and effect. All capitalized terms used herein shall have the same meanings herein as in the License Agreement.

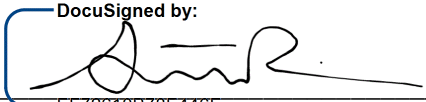
Please return to me a signed copy of this letter in order to confirm your agreement with the foregoing.

RC Clock Tower, LP

631 W 22nd Street
Houston, Texas 77008

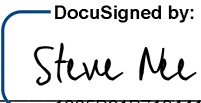
Sincerely,

RC CLOCK TOWER, LP

By: 
Steve Radom, Managing Member

Date: 07-Jul-2023

AGREED AND ACKNOWLEDGED: THRASIO LLC

By: 
Steve Nee, SVP Financer

Date: 07-Jul-2023

RC Clock Tower, LP

631 W 22nd Street
Houston, Texas 77008

Exhibit C-1

