

[16583]

**Trial Exhibit 10 -
Indemnification Agreement by Rowen Seibel, Dated October 2012 [16583-16585]**

INDEMNIFICATION

INDEMNIFICATION AGREEMENT (the "Agreement") made the ____ day of October, 2012, by **ROWEN SEIBEL** ("Seibel"), residing at 200 Central Park South, 19th Floor, New York, New York 10019, USA.

WHEREAS, on November 18, 2011, Gordon Ramsay ("Ramsay") entered into that certain lease agreement with GFM, LLC, a Delaware limited liability company, d/b/a The Grove (the "Lease") which covers certain premises known as Space N-1, and more particularly described in the Lease (the "Premises").

WHEREAS, FCLA, LP, a Delaware limited partnership, owns and operates a restaurant at the Premises.

WHEREAS, Seibel and entities directly or indirectly controlled by Ramsay, are each forty-nine percent (49%) owners of FCLA, LP.

WHEREAS, Seibel wishes to indemnify Ramsay against one-half (1/2) of any loss, liability or damage that Ramsay might suffer as the result of him being the Lessee under the aforesaid Lease as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by the undersigned as follows:

1. Seibel hereby agrees that Seibel shall indemnify and save harmless Ramsay against one-half (1/2) of all manner of loss, damage, charge, claims, suit, action and liability, including counsel fees, which Ramsay may for any cause at any time sustain or incur by reason of having entered into the aforesaid Lease, any continuation or renewal thereof, any modification, amendment, limitation or extension thereof, or any new guaranty or undertaking executed in place thereof.

2. This Agreement shall be binding upon and inure to the benefit of Ramsay, his legal representatives, successors, and assigns.

3. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely in New York. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof. This Agreement may be amended only by a writing executed by the parties hereto. Each party hereto has been informed of his right to consult with an attorney prior to the negotiation, drafting and signing of this Agreement and has either done so or has considered the matter and decided not to. Any rule or law or any legal decision that would require the interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived by the parties. The provisions of this Agreement shall be interpreted in a reasonable manner to give effect to the intent of the parties hereto. This Agreement may be executed in several counterparts, each of which shall be an

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original, but all of which when taken together shall constitute one and the same Agreement. Signatures transmitted hereon via facsimile or other electronic image shall be deemed to be original signatures. The parties agree, without further consideration, to sign and deliver such other documents of further assurance as may reasonably be necessary to effectuate the provisions of this Agreement.

[Rest of page intentionally left blank. Signatures are on the following page]

IN WITNESS WHEREOF, the undersigned has signed this Agreement the day and year first above written.

Rowen Seibel
Rowen Seibel

STATE OF New York)
COUNTY OF New York) ss.:

On the 15th day of November, 2012, before me, the undersigned, personally appeared Rowen Seibel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Brian K. Ziegler
Notary Public

BRIAN K. ZIEGLER
NOTARY PUBLIC, State of New York
No. 20-4769377
Qualified in Nassau County
Commission Expires June 30, 2014