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COMMUNITY BOARD No. 2, MANHATTAN

3 WASHINGTON SQUARE VILLAGE

NEW YORK, NY 10012-1899

www.cb2manhattan.org

P: 212-979-2272 F: 212-254-5102 E: info@cb2manhattan.org

Greenwich Village ✦ Little Italy ✦ SoHo ✦ NoHo ✦ Hudson Square ✦ Chinatown ✦ Gansevoort Market

COMMUNITY BOARD 2 APPLICATION FOR A LIQUOR LICENSE

Please fill out this questionnaire and return to the Community Board 2 office by fax or mail to arrive at least **5 business days** before the Committee meeting. In addition, bring **10 copies** plus supporting material requested to the SLA committee meeting.

Failure to complete and return the questionnaire and supporting materials on time will result in your item being removed from the agenda.

Failure to provide a completed questionnaire or failure to present before CB2 will result in notifying the State Liquor Authority (SLA) of your noncompliance with the community review process.

If you need to reschedule, please notify the Community Board 2 office no later than the Friday prior to the following month's meeting. Speak to Florence Arenas at the Board Office. **A maximum of 1 layover request** will be granted per application. **Failure to reappear without notification will result in a recommendation to deny this application.**

The following supporting materials are **required** for this application:

1. A list of all other licensed premises within 500 ft. of this location including Beer and Wine.
2. Floor plans of the premise, including all tables and chairs and kitchen lay out to be licensed. Please also include any schematics for sidewalk café, backyard garden space and/or rooftop areas if applicable.
3. Provide any plans filed or to be filed with the Buildings Department.
4. Proposed menu, if applicable.
5. Certificate of Occupancy or Letter of No Objection for the premises.
6. Letter of Understanding or Letter of Intent from the Landlord.
7. Provide proof of community outreach with signatures or letters from Residential Tenants at location and from surrounding buildings. (i.e. a letter from the neighborhood block association or petition in support.)
8. A copy of your NYS Liquor Authority application as it will be submitted to the SLA. (excluding financial information)

Meeting Date: _____

APPLICANT INFORMATION:

Name of applicant(s): BLOSSOM UNION SQUARE INC

Trade name (DBA): BLOSSOM

Premises address: 72 UNIVERSITY PLACE, NEW YORK, NY 10003

Cross Streets and other addresses used for building/premise:
EAST 10TH STREET & EAST 11TH STREET

CONTACT INFORMATION:

Principal(s) Name(s): RONEN SERI

Office or Home Address: _____

City, State, Zip: _____

Telephone #: _____ email : _____

Landlord Name / Contact: _____

Landlord's Telephone and Fax: _____

NAMES OF ALL PRINCIPAL(s): NAMES / LOCATIONS OF PAST / CURRENT LICENSES HELD

RONEN SERI PLEASE SEE ATTACHMENT

Briefly describe the proposed operation (i.e. "We are a family restaurant that will focus on..."):
a fresh, modern dining experience perfectly situated between Union Square & Washington Square park.
(Greenwich Village)

Our fresh organic ingredients come from local farms and small distribution companies and all of our dishes are completely animal free. At Blossom we are first and foremost animal caring and also know an organic, vegan diet encourages a healthy lifestyle.

WHAT TYPE(S) OF LICENSE(S) ARE YOU APPLYING FOR (MARK ALL THAT APPLY):

a new liquor license (Restaurant Tavern / On premise liquor Other)

an UPGRADE of an existing Liquor License

an ALTERATION of an existing Liquor License

a TRANSFER of an existing Liquor License

a HOTEL Liquor License

a DCA CABARET License

a CATERING / CABARET Liquor License

a BEER and WINE License

a RENEWAL of an existing Liquor License

an OFF-PREMISE License (retail)

OTHER : _____

If upgrade, alteration, or transfer, please describe specific nature of changes:
(Please include physical or operational changes including hours, services, occupancy, ownership, etc.)

UPGRADE FROM RW TO OP LICENSE

If this is for a new application, please list previous use of location for the last 5 years:

N/A

Is any license under the ABC Law currently active at this location? yes no

If yes, what is the name of current / previous licensee, license # and expiration date: _____

BLOSSOM UNION SQUARE INC - 72 UNIVERSITY PL, NEW YOR, NY 10003 -1330949 09/30/2022

Have any other licenses under the ABC Law been in effect in the last 10 years at this location?

yes no

If yes, please list DBA names and dates of operation:

PREMISES:

By what right does the applicant have possession of the premises?

Own Lease Sub-lease Binding Contract to acquire real property other: _____

Type of Building: Residential Commercial Mixed (Res/Com) Other: _____

Number of floor: 5 Year Built : 1918

Describe neighboring buildings: MIXED RESIDENTIAL & COMMERCIAL

Zoning Designation: R6B

Zoning Overlay or Special Designation (applicable) C1-3

Block and Lot Number: 6062 / 10

Does the premise occupy more than one building, zoning lot, tax lot or more than one floor? yes no

Is the premise located in a historic district? yes no

(if yes, have all exterior changes or changes governed by the Landmarks Preservation Commission (LPC) been approved by the LPC? yes no, please explain : _____

Will any outside area or sidewalk café be used for the sale or consumption of alcoholic beverages? (including sidewalk, roof and yard space) no yes : explain _____

What is the proposed Occupancy? _____

Does the premise currently have a valid Certificate of Occupancy (C of O) and all appropriate permits?

no yes

If yes, what is the maximum occupancy for the premises? 74

If yes, what is the use group for the premises? 6

If yes, is proposed occupancy permitted? yes no, explain : _____

If your occupancy is 75 or greater, do you plan to apply for Public Assembly permit? yes no

Do you plan to file for changes to the Certificate of Occupancy? yes no
(if yes, please provide copy of application to the NYC DOB)

Will the façade or signage be changed from what currently exist at the premise? no yes

(if yes, please describe: _____

INTERIOR OF PREMISES:

What is the total licensed square footage of the premises? 2700 SQUARE FEET

If more than one floor, please specify square footage by floors: GROUND FLOOR -1800 BASEMENT - 900

If there is a sidewalk café, rear yard, rooftop, or outside space, what is the square footage of the area?

NO

If more than one floor, what is the access between floors? STAIRWAY

How many entrances are there? 1 How many exits? 1 How many bathrooms ? 2

Is there access to other parts of the building? no yes, explain: _____

OVERALL SEATING INFORMATION:

Total number of tables? 23 Total table seats? 62

Total number of bars? 1 Total bar seats? 6

Total number of "other" seats? 0 please explain : _____

Total OVERALL number of seats in Premises : 68

BARS:

How many *stand-up bars / bar seats are being applied for on the premises? Bars 1 Seats 6

How many service bars are being applied for on the premises? 0

Any food counters? no yes, describe : _____

For Alterations and Upgrades:

Please describe all current and existing bars / bar seats and specific changes: _____

N/A

* A stand-up bar is any bar or counter (whether seating or not) over which a member of the public can order, pay for and receive food and alcoholic beverages.

PROPOSED METHOD OF OPERATION:

What type of establishment will this be? (check all that apply)

Bar Bar & Food Restaurant Club/ Cabaret Hotel Other: _____

What are the Hours of Operation?

Sunday: Monday: Tuesday: Wednesday: Thursday: Friday: Saturday:
11am 10pm 11am 10pm 11am 10pm 11am 10pm 11am 10pm 11am 10pm 11am 10pm
___ to ___ ___ to ___ ___ to ___ ___ to ___ ___ to ___ ___ to ___

Will the business employ a manager? ___ no yes, name / experience if known : MICHAEL
PARKIN

Will there be security personnel? no ___ yes(if yes, what nights and how many?) _____

Do you have or plan to install French doors, accordion doors or windows that open? no ___ yes

If yes, please describe : _____

Will you have TV's ? no ___ yes (how many?) _____

Type of MUSIC / ENTERTAINMENT: ___ Live Music ___ Live DJ ___ Juke Box ___ Ipod / CDs ___ none

Expected Volume level: Background (quiet) ___ Entertainment level ___ Amplified Music
(check all that apply)

Do you have or plan to install soundproofing? no ___ yes

IF YES, will you be using a professional sound engineer? _____

Please describe your sound system and sound proofing: _____ SONOS SPEAKERS

Will you be permitting: ^{NO} ___ promoted events ^{NO} ___ scheduled performances ^{NO} ___ outside promoters

^{NO} ___ any events at which a cover fee is charged? YES private parties OCCASSIONALLY

Do you have plans to manage or address vehicular traffic and crowd control on the sidewalk caused by your establishment? no ___ yes (if yes, please attach plans)

Will you be utilizing ___ ropes ___ movable barriers ___ other outside equipment (describe) _____

Are your premises within 200 feet of any school, church or place of worship? no ___ yes

If there is a school, church or place of worship within 200 feet of your premises or on the same block, please submit a block plot diagram or area map showing its' location in proximity to your applicant premises (no larger than 8 ½ " x 11").

Indicate the distance in feet from the proposed premise:

Name of School / Church: _____

Address: _____ Distance: _____

Name of School / Church: _____

Address: _____ Distance: _____

Name of School / Church: _____

Address: _____ Distance: _____

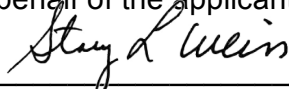
Please provide contact information for Residents / Community Board and confirm that if complaints are made you will address it immediately.

Contact Person: RONES SERI Phone: _____

Address: _____

Email : _____

Application submitted on
behalf of the applicant by:



Signature

Print or Type Name STACY L WEISS

Title ATTORNEY

Thank you for your cooperation. Please return this questionnaire along with the other required documents as soon as you can. This will expedite your application and avoid any unnecessary delays. Use additional pages if necessary.



Community Board 2, Manhattan
SLA Licensing Committee
Carter Booth, Co-Chair
Robert Ely, Co-Chair

This report is for informational purposes only in aid of identifying establishments potentially subject to 500 and 200 foot rules. Distances are approximated using industry standard GIS techniques and do not reflect actual distances between points of entry. The NYS Liquor Authority makes no representation as to the accuracy of the information and disclaims any liability for errors.

Proximity Report For:	
Location	72 University Pl, New York, 10003
Geocode	Latitude: 40.73322 longitude: -73.99359
Report Generated On	6/28/2021

8 Closest Liquor Stores		
Name	Address	Distance
B & S ZEEMAN INC Ser #: 1023516	47 UNIVERSITY PLACE NEW YORK, NY 10003	291 ft
8TH STREET WINE CORP Ser #: 1279437	13 E 8TH ST NEW YORK, NY 10003	710 ft
33 UNION SQUARE WEST INC Ser #: 1023536	140 4TH AVE NEW YORK, NY 10003	1,023 ft
735 BROADWAY WINES INC Ser #: 1284995	735 BROADWAY NEW YORK, NY 10003	1,314 ft
MAYURA INC Ser #: 1267883	52 W 14TH ST NEW YORK, NY 10011	1,352 ft
VILLAGE WINE CELLER INC Ser #: 1288335	448 AVENUE OF THE AMERICAS NEW YORK, NY 10011	1,431 ft
TASTE WINE LLC Ser #: 1282743	50 3RD AVE NEW YORK, NY 10003	1,452 ft
TRADER JOES EAST INC Ser #: 1161266	138 E 14TH ST IRVING PLACE & 3RD AVENUE NEW YORK, NY 10003	1,479 ft

Schools within 500 feet		
Name	Address	Distance
No Schools within 500 feet		

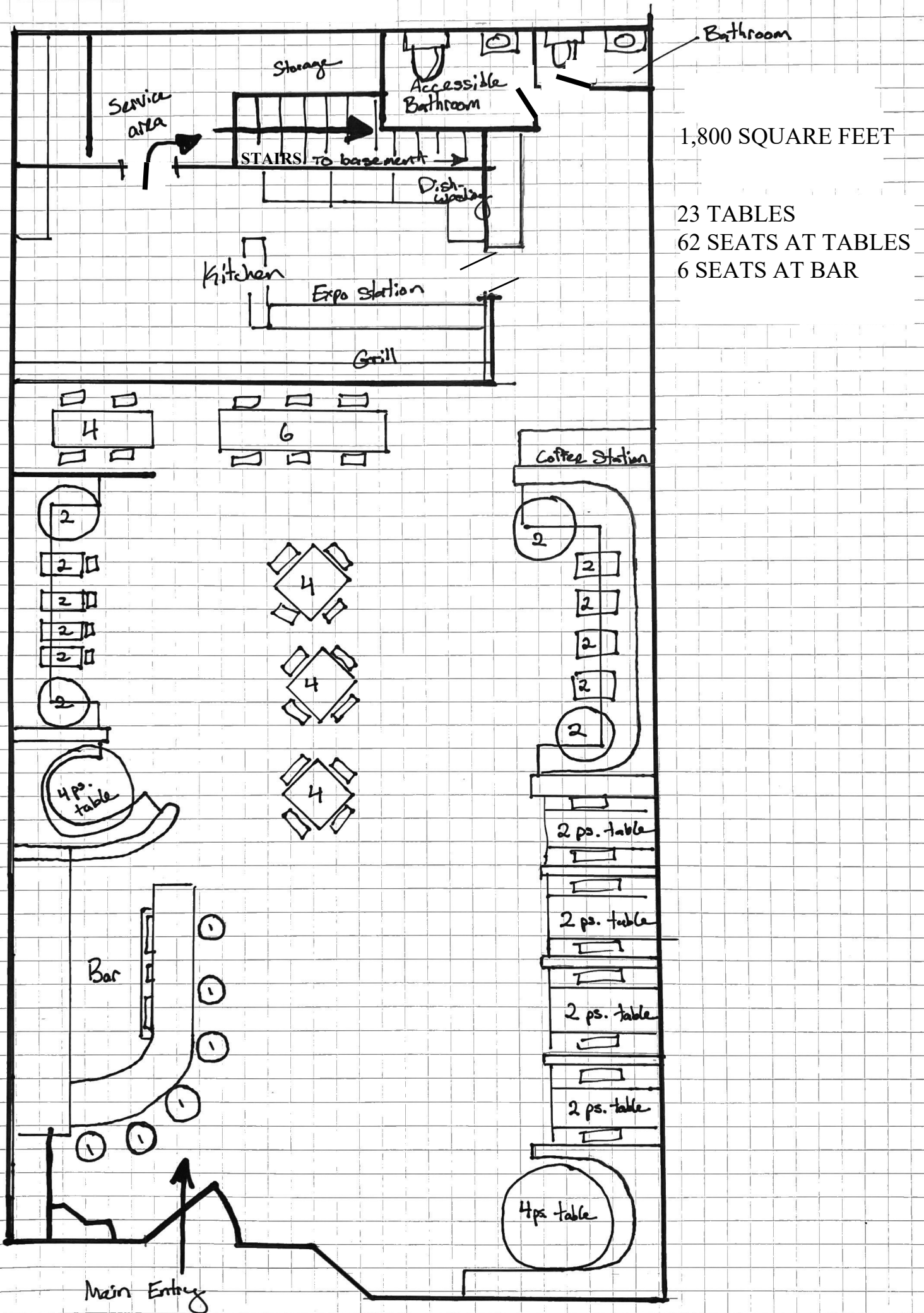
Churches within 500 feet	
Name	Distance
Conservative Synagogue of Fifth Ave	349 ft
Village Temple	459 ft

Pending On Premises Liquor Licenses within 750 feet		
Name	Address	Distance
MAMAN WASHINGTON SQUARE LLC Ser #: 1335522	23 E 10TH ST AKA 67 UNIVERSITY PL NEW YORK, NY 10003	111 ft
THE GREY DOG INC Ser #: 1335355	90 UNIVERSITY PL NEW YORK, NY 10003	246 ft
GOTHAM RESTAURANTS LLC Ser #: 1336132	12 E 12TH ST NEW YORK, NY 10003	360 ft
SUM YUNG GAI LLC Ser #: 1336813	17 E 13TH ST NEW YORK, NY 10003	644 ft

Active On Premises Liquor Licenses within 750 feet		
Name	Address	Distance
MSM ENTERTAINMENT LLC Ser #: 1325257	70 UNIVERSITY PL NEW YORK, NY 10003	24 ft
BEAU MAISON CORP Ser #: 1024183	86 UNIVERSITY PLACE NEW YORK, NY 10003	160 ft
JN KAZOKU INC Ser #: 1308987	90 92 UNIVERSITY PL NEW YORK, NY 10003	243 ft
120 U REST LLC Ser #: 1255951	94 UNIVERSITY PL NEW YORK, NY 10003	272 ft
SILVET RESTAURANT CORP Ser #: 1024356	32 E 10TH STREET NEW YORK, NY 10003	294 ft
GOOD MANNERS LLC Ser #: 1295986	15 E 12TH ST NEW YORK, NY 10003	391 ft
YERINA RESTAURANT CORP Ser #: 1024413	21 E 9TH STREET NEW YORK, NY 10003	418 ft
STRIP HOUSE RESTAURANT NY LLC Ser #: 1256887	13 E 12TH ST NEW YORK, NY 10003	426 ft
STRIP HOUSE RESTAURANT NY LLC Ser #: 1258800	11 E 12TH ST NEW YORK, NY 10003	434 ft

Active On Premises Liquor Licenses within 750 feet		
Name	Address	Distance
P12 NEW YORK LLC Ser #: 1157225	48 EAST 12TH STREET BROADWAY & UNIVERSITY PLACE NEW YORK, NY 10003	491 ft
NNJ RESTAURANT LLC Ser #: 1278511	47 E 12TH ST NEW YORK, NY 10003	572 ft
24 5TH AVE LIMITED LIABILITY COMPANY Ser #: 1276301	24 5TH AVE NEW YORK, NY 10011	595 ft
BAR 13 INC Ser #: 1122314	35 E 13TH ST AKA 119 121 UNIVERISTY PL NEW YORK, NY 10003	598 ft
YS PASTRY LLC Ser #: 1305636	15 E 13TH ST NEW YORK, NY 10003	658 ft
SPICE 39 INC Ser #: 1292721	39 E 13TH ST NEW YORK, NY 10003	659 ft
CORKBUZZ LLC Ser #: 1256775	13 E 13TH ST NEW YORK, NY 10003	674 ft

FIRST FLOOR

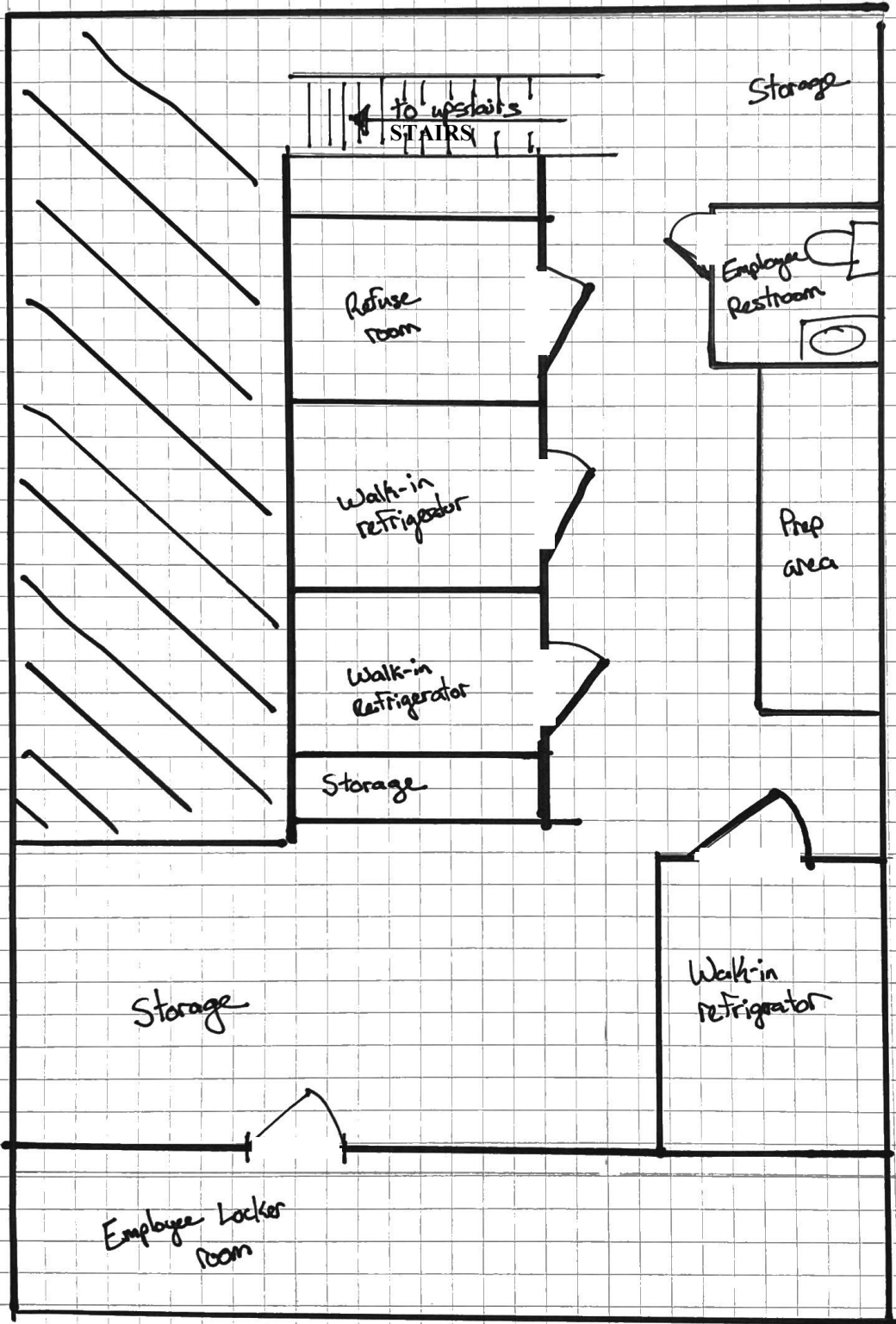


1,800 SQUARE FEET

23 TABLES
62 SEATS AT TABLES
6 SEATS AT BAR

University Place →

BASEMENT



900 SQUARE FEET

BLOSSOM

starters

CRISPY ARTICHOKEs / lemon-caper aioli / 15 (gf*, nf, sf)

CASHEW CREAM RAVIOLI / smoked tempeh, pine nuts,
spinach, cremini mushrooms / 16

HAND-CUT FRIES / truffle aioli / 8 (gf*, nf, sf)

SOUP DU JOUR / 9 (gf)

sandwiches

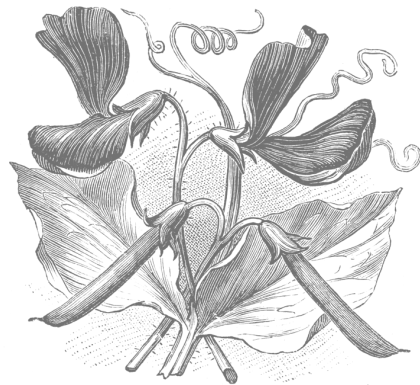
served with fries or field greens

PORTOBELLO PANINI / grilled portobello, roasted red peppers,
caramelized onions, vegan mozzarella, chipotle aioli, ciabatta / 16 (nf, sf)

TOFU BLT / crispy southern-fried tofu, tempeh bacon, lettuce, tomato,
chipotle aioli, ciabatta / 17 (nf) (avail. as a wrap upon request)

SOUTHERN SEITAN / spiced seitan, avocado, romaine, caramelized onions,
chipotle aioli, ciabatta / 17 (nf) (avail. as a wrap upon request)

BLOSSOM BURGER / beyond burger patty, caramelized onions,
vegan mozzarella, soy bacon, mushrooms, lettuce, tomato,
chipotle aioli, potato bun / 20 (nf)





salads

TUSCAN KALE / sliced green apples, roasted cashews,
dijon tahini / 15 (sm) 18 (lg) (gf, sf)

CAESAR / romaine, herbed croutons, shiitake bacon,
toasted capers / 14 (sm) 17 (lg) (nf; avail. gf* & sf)
(add gardein cutlets +4.5) (substitute kale for romaine +2)

mains

COUNTRY BREAKFAST / tofu scramble, onions, mushrooms, spinach, tomato,
bell pepper, apple-sage seitan sausage, field greens / 17 (nf; avail. gf)

SEITAN PICATTA / white wine-lemon-caper sauce,
truffle mashed potatoes, sautéed kale / 25 (nf)

RIGATONI / porcini-cashew cream, leeks, broccoli rabe, pistachio gremolata,
truffle oil, white mushrooms / 22 (gf)

LASAGNA / ground seitan & tofu, tapioca cheese, marinara,
roasted eggplant, sautéed broccoli rabe / 23 (nf)

MARKET PLATE (choose four) / 23

braised tofu (gf, nf) / grilled portobello (gf, nf) / quinoa pilaf (gf, nf, sf)
truffle mashed potatoes (gf, nf, sf) / broccoli rabe (gf, nf, sf) / sautéed kale (gf, nf, sf)

desserts

CHOCOLATE GANACHE / vanilla ice cream, peanut butter drizzle / 13 (gf; avail. nf)

TIRAMISU / coconut mascarpone, espresso, vanilla ladyfingers / 13

gf=gluten-free / nf=nut-free / sf=soy-free

please inform us of any allergies, as all ingredients are not listed on the menu
and cross-contamination is a possibility

gf* = not suitable for celiacs; ask your server for options
blossom is first and foremost animal caring
thanks for dining with us!





white by the glass

sauvignon blanc,
pouilly-fume, raimbault 2017
loire valley, france
11 (gl) / 44 (btl)

verdejo, friend & farmer 2018
la mancha, spain
12 (gl) / 48 (btl)

chardonnay, teperberg 2018
tzora, israel
13 (gl) / 52 (btl) (kosher)

pinot gris, huia 2018
marlborough, new zealand
13 (gl) / 52 (btl)

red by the glass

sangiovese 'gigetto' 2016
fiesole, italy
11 (gl) / 44 (btl)

malbec, don david reserve 2018
calchaquí valley, argentina
12 (gl) / 48 (btl)

cabernet sauvignon, fundamental 2018
joey tensley, central coast, ca
13 (gl) / 52 (btl)

pinot noir, fichet 2016
burgundy, france
15 (gl) / 60 (btl)

syrah/argaman/cab sauv "alfa" 2018
jezreel winery, galilee, israel
15 (gl) / 60 (btl) (kosher)

rosé by the glass

grenache/cinsault/syrah,
la croix du prieur 2018
cotes de provence, france
11 (gl) / 44 (btl)

sparkling by the glass

cava, castelloig brut
penedes, spain
11 (gl) / 44 (btl)

white by the bottle

pinot grigio, "maso papa" 2016
trentino, italy / 52

chenin blanc, netofa 2017
galilee, israel / 55 (kosher)

riesling (dry), sybille kuntz 2016
mosel, germany / 58

macabeu/grenache blanc,
avis d'blanc frais 2018
leucate, france / 58

sauvignon blanc,
domaine des emois 2018
sancerre, france / 64

chardonnay, hagafen 2016
napa valley, california / 75 (kosher)

sparkling by the bottle

champagne serge mathieu brut
champagne, france / 90

white by the half bottle

chardonnay, pouilly-fuissé 2017
burgundy, france / 30

moscato d'asti, bricco del sole 2018
piedmont, italy / 25

sauvignon blanc, merry edwards 2018
russian river valley, california / 36

rosé by the bottle

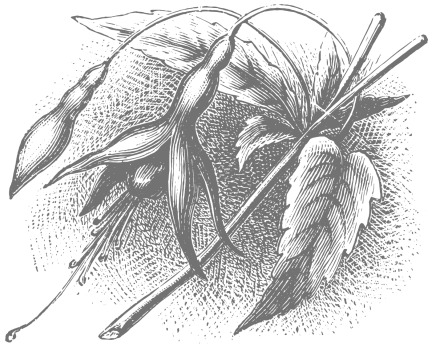
cremant de bourgogne
bailly lapierre / 52 (sparkling)

tibouren, clos cibonne 2017
cote de provence, france / 56

red by the half bottle

pinot noir, steele (2016)
carneros, ca / 22

cab sauvignon/merlot/cab franc,
chateau taillan, haut-medoc 2015
bordeaux, france / 24



red by the bottle

pinot noir, hanging vine 2018
lodi, california / 48

zinfandel, thomas henry 2014
sonoma county, california / 50

shiraz, adama, tabor 2014
galilee, israel / 55 (kosher)

gamay, julienas vieilles vignes 2016
beaujolais, france / 62

sangiovese, chianti 2017
tuscany, italy / 62

syrah, ex umbris, owen roe 2017
wapato, washington / 65

marziano abbona "rinaldi" 2014
barbera d'alba, piedmont, italy / 70

pinot noir, amity 2016
willamette valley, oregon / 80

nebbiolo, la spinona 2011
barolo, italy / 85

grenache/syrah/cinsault/mourvedre
chateauneuf-du-pape 2016
rhone valley, france / 92

cabernet sauvignon, amapola creek 2015
sonoma valley, california / 120

soft drinks / coffee / tea

voss still or sparkling water (800ml) / 7

sparkling elderflower lemonade / 5.5

blue sky cola (regular or diet) / 3.5
blue sky ginger ale / 3.5

iced tea du jour / 3.5

pomegranate juice / 4
bilberry nectar / 4

jim's organic french press / 3
espresso / 3.5 | americano / 3.5
cappuccino or latte / 5

loose-leaf teas / 4 (english breakfast,
vanilla earl grey, jasmine green,
strawberry green, genmaicha)

caffeine-free teas / 4
(wild lavender, springberry, mango
hibiscus, peppermint, peach rooibos,
chamomile, ginger)

bhakti chai latte / 5.5
fresh ginger, cardamom, black pepper

beer

daura damm lager (barcelona, spain)
gluten-free / 7

peak fresh-cut organic pilsner
(portland, me) / 8

bell's two hearted ale
(kalamazoo, mi) / 8

downeast cider (boston, ma)
unfiltered, gluten-free / 7

NYC Department of Buildings
Actions

Premises: 72 UNIVERSITY PLACE MANHATTAN

BIN: [1009262](#) Block: 568 Lot: 19

NUMBER	TYPE	FILE DATE
ALT 1958-08	ALTERATION	00/00/1908
ALT 1538-27	ALTERATION	00/00/1927
ALT 557-27	ALTERATION	00/00/1927
ALT 647-39	ALTERATION	00/00/1939
ALT 142-54	ALTERATION	00/00/1954
ALT 866-73*	ALTERATION	00/00/1973
ALT 1094-89*	ALTERATION	00/00/1989
ALT 1011-97*	ALTERATION	00/00/1997
BN 2487-27	BUILDING NOTICE	00/00/1927
BN 3416-40	BUILDING NOTICE	00/00/1940
BN 8192-84	BUILDING NOTICE	11/15/1984
BN 513-87	BUILDING NOTICE	01/21/1987
CO 13237 (PDF)	CERTIFICATE OF OCCUPANCY	00/00/0000
COM 1523-57	COMPLAINTS	00/00/1957
ESA 3928-27	ELECTRIC SIGN APPLICATION	00/00/1927
ESA 1789-29	ELECTRIC SIGN APPLICATION	00/00/1929
ESA 1-32	ELECTRIC SIGN APPLICATION	00/00/1932
ESA 2216-32	ELECTRIC SIGN APPLICATION	00/00/1932
ESA 1599-34	ELECTRIC SIGN APPLICATION	00/00/1934
ESA 219-40	ELECTRIC SIGN APPLICATION	00/00/1940
FO 1882-50	OIL BURNER APPLICATION	00/00/1950
LNO 1669	LETTER OF NO OBJECTION	12/14/2010
LNO Use: APPROVED OK FOR USE AS EATING/DRINKING LNO Floor: OK FOR USE AS EATING/DRINKING ESTABLISHMENT ON FIRST FLOOR Comments: USE GROUP 6		
P 1174-27	PLUMBING	00/00/1927
P 438-27	PLUMBING	00/00/1927
P 574-39	PLUMBING	00/00/1939

YOU NEED TO GET A COPY OF THIS LETTER FROM DOB

Next

LEASE

72 MANHATTAN REALTY LLC

a New York Limited Partnership

Landlord

and

BLOSSOM UNION SQUARE, INC.

A New York Corporation

Tenant

for

Ground Floor and Portion Basement
72 UNIVERSITY PL.
New York, New York

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EXHIBIT A 1

SCHEDULE OF EXHIBITS

Exhibit A	Floor Plan
Exhibit B	Definitions
Exhibit C	Landlord's Work
Exhibit D	Rules and Regulations
Exhibit E	Approved Signage
Exhibit F	HVAC Design Standards

LEASE

THIS LEASE is made as of the 1st day of August, 2020 ("Effective Date"), between 72 MANHATTAN REALTY LLC ("Landlord"), a New York limited partnership, and BLOSSOM UNION SQUARE, INC. ("Tenant"), a New York Limited Liability Company

Landlord and Tenant hereby agree as follows:

ARTICLE 1

BASIC LEASE PROVISIONS

PREMISES	A portion of the ground floor level and portion of the basement of the Building, as more particularly shown on Exhibit A. *Basement area is being provided to tenant at no rent. All rent charges herein are based on the ground floor portion of the premises.
BUILDING	The building, fixtures, equipment and other improvements and appurtenances now located or hereafter erected, located or placed upon the land known as 72 UNIVERSITY PL., New York, New York.
REAL PROPERTY	The Building, together with the plot of land upon which it stands.
COMMENCEMENT DATE	Execution of the lease and delivery of possession.
RENT COMMENCEMENT DATE	As defined in Section 2.5 hereof.
EXPIRATION DATE	If the Rent Commencement Date shall be the first day of a calendar month, then the date which is the day immediately preceding the 10th anniversary of the Rent Commencement Date, or if the Rent Commencement Date shall be other than the first day of a calendar month then the date which is the last day of the month in which the 10th anniversary of the Rent Commencement Date occurs.
TERM	The period commencing on the Commencement Date and ending on the Expiration Date.
PERMITTED USES	A casual dining restaurant for consumption at the Premises or for take-out therefrom.
BASE TAX YEAR	The Tax Year commencing on July 1, 2019 and ending on June 30, 2020.
BASE EXPENSE YEAR	Calendar year 2020.
TENANT'S PROPORTIONATE SHARE	In respect of Taxes, 50% and, in respect of Operating Expenses, 50%, and with respect to building wide water charges 75%.

AGREED AREA OF PREMISES

Approximately 2000 rentable square feet, as mutually agreed by Landlord and Tenant.

FIXED RENT

Period	Per Annum	Per Month
Lease Year 1	\$180,000.00	\$15000.00
Lease Year 2	\$300,000.00	\$25,000.00
Lease Year 3	\$309,000.00	\$25,750.00
Lease Year 4	\$318,270.00	\$26,522.50
Lease Year 5	\$327,818.10	\$27,918.76
Lease Year 6	\$337,652.64	\$28,137.72
Lease Year 7	\$347,782.22	\$28,981.85
Lease Year 8	\$358,215.68	\$29,851.30
Lease Year 9	\$368,962.15	\$30,746.84
Lease Year 10	\$380,031.02	\$31,669.25

Rent for the Option Period shall be determined by market rent prices 6 months prior to the lease expiration period.

OPTION PERIOD RENT
ADDITIONAL RENT

All sums other than Fixed Rent payable by Tenant to Landlord under this Lease, including Tenant's Tax Payment, Tenant's Operating Payment, late charges, overtime or excess service charges, damages, and interest and other costs related to Tenant's failure to perform any of its obligations under this Lease.

RENT

Fixed Rent and Additional Rent, collectively.

RENT CONCESSION

Two months from Landlord as defined in Section 2.5.

INTEREST RATE

The lesser of (i) 3% per annum above the then-current Base Rate, and (ii) the maximum rate permitted by applicable law.

SECURITY DEPOSIT

\$50,000.00 with \$25,000.00 to be paid at lease signing and the remaining \$25,000.00 to be paid on August 10,2020

TENANT'S ADDRESS FOR NOTICES

Premises

72 University Place, Ground Floor
New York, NY 10003

Copies, in the case of notices of default, to:

Andrew P. Saulitis
40 Wall Street, 37th Floor
New York, NY 10005

LANDLORD'S ADDRESS 706 Trumbull St.
FOR NOTICES Elizabeth NJ 07201 Attn: Property Manager

and:

Ofeck & Heinze Attorneys at Law
85 Main Street, Suite 204
Hackensack, NJ 07601
Attn: Ron Z. Ofeck, Esq.

TENANT'S BROKER None.

LANDLORD'S AGENT Isaac Mandalaoui

GUARANTOR NEWTENEX

All capitalized terms used in this Lease without definition are defined in Exhibit B.

ARTICLE 2

PREMISES, TERM, RENT

Section 2.1 Lease of Premises. Subject to the terms of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises for the Term. In addition, Landlord grants to Tenant the right to use, on a non-exclusive basis and in common with other tenants, the Common Areas.

Section 2.2 Commencement Date. Upon the Effective Date, the terms and provisions hereof shall be fully binding on Landlord and Tenant prior to the occurrence of the Commencement Date. The Term of this Lease shall commence on the Commencement Date and, unless sooner terminated or extended as hereinafter provided, shall end on the Expiration Date. If Landlord does not tender possession of the Premises to Tenant on or before any specified date, for any reason whatsoever, Landlord shall not be liable for any damage thereby, this Lease shall not be void or voidable thereby, and the Term shall not commence until Landlord tenders possession of the Premises to Tenant. Landlord shall be deemed to have tendered possession of the Premises to Tenant upon the giving of notice by Landlord to Tenant stating that the Premises are vacant, in the condition required by this Lease and available for Tenant's occupancy. No failure to tender possession of the Premises to Tenant on or before any specified date shall affect any other obligations of Tenant hereunder. There shall be no postponement of the Commencement Date (or the Rent Commencement Date) for (i) any delay in the delivery of possession of the Premises which results from any Tenant Delay or (ii) any

delay by Landlord in the performance of the Excluded Item or any Punch List Items relating to Landlord's Work. Once the Commencement Date is determined, Landlord and Tenant shall execute an agreement stating the Commencement Date, Rent Commencement Date and Expiration Date, but the failure to do so will not affect the determination of such dates. For purposes of determining whether Tenant has accepted possession of the Premises, Tenant shall be deemed to have done so when Tenant first moves Tenant's Property and/or any of its personnel into the Premises and/or commences construction, except to the extent that Tenant is authorized in this Lease or by Landlord's agreement to do any of the foregoing without being deemed to have accepted possession of the Premises. The provisions of this Section 2.2 are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law or any successor Requirement.

Section 2.3 Payment of Rent. Tenant shall pay to Landlord, without notice or demand, and without any set-off, counterclaim, abatement or deduction whatsoever, except as may be expressly set forth in this Lease, in lawful money of the United States by wire transfer of funds, (i) Fixed Rent in equal monthly installments, in advance, on the first day of each month during the Term, commencing on the Rent Commencement Date, and (ii) Additional Rent, at the times and in the manner set forth in this Lease.

Section 2.4 First Month's Rent. Tenant shall pay one month's Fixed Rent upon the execution of this Lease ("Advance Rent"). If the Rent Commencement Date is on the first day of a month, the Advance Rent shall be credited towards the first month's Fixed Rent payment. If the Rent Commencement Date is not the first day of a month, then on the Rent Commencement Date Tenant shall pay Fixed Rent for the period from the Rent Commencement Date through the last day of such month, and the Advance Rent shall be credited towards Fixed Rent for the next succeeding calendar month.

Section 2.5 Credit. Notwithstanding any provision of this Lease to the contrary and provided this Lease is in full force and effect and no Event of Default then exists, the Fixed Rent shall be abated for the period (the "Free Rent Period") commencing on the Commencement Date and ending on the earlier to occur of (x) the date which is 60 days following the Commencement Date and (y) the date that Tenant first opens for business in the Premises (subject to any reduction of such Free Rent Period due to any such Event of Default by Tenant). The day immediately following the last day of the Free Rent Period shall be referred to in this Lease as the "Rent Commencement Date" or, if Tenant shall have no right to any such abatement, the Rent Commencement Date shall be the Commencement Date.

ARTICLE 3

USE AND OCCUPANCY

Section 3.1 Permitted Uses. Tenant shall use and occupy the Premises for the Permitted Uses and for no other purpose. Tenant shall not use or occupy or permit the use or occupancy of any part of the Premises in a manner constituting a Prohibited Use. If Tenant uses the Premises for a purpose constituting a Prohibited Use, violating any Requirement, or causing the Building to be in violation of any Requirement, then Tenant shall promptly discontinue such use upon notice of such violation. Tenant, at its expense, shall procure and at all times maintain and comply with the terms and conditions of all licenses and permits required for the lawful conduct of the Permitted Uses in the Premises.

Section 3.2 Prohibited Uses. Notwithstanding anything in this Lease to the contrary, in no event shall the Premises be used or occupied for the purpose of operating (i) sale of alcoholic beverages other than incidental to the restaurant (ii) Sale of tobacco related products (iii) sale of adult novelty items

ARTICLE 4

CONDITION OF THE PREMISES

Section 4.1 Condition. Tenant has inspected the Premises and agrees (a) to accept possession of the Premises in the condition existing on the Commencement Date "as is", and (b) except for Landlord's Work described in Exhibit C attached hereto, Landlord has no obligation to perform any work, supply any materials, incur any expense or make any alterations or improvements to prepare the Premises for Tenant's occupancy. Any work to be performed by Tenant in connection with Tenant's initial occupancy of the Premises shall be hereinafter referred to as the "Initial Installations". Tenant's occupancy of any part of the Premises shall be conclusive evidence, as against Tenant, that Landlord has Substantially Completed any work to be performed by Landlord under this Lease (other than the Excluded Item, if applicable), Tenant has accepted possession of the Premises in its then current condition and at the time such possession was taken, the Premises and the Building were in a good and satisfactory condition as required by this Lease. Any materials, Equipment or trade fixtures abandoned by the previous Tenant may be utilized or discarded by Tenant as it prefers.

Section 4.2 Landlord's Work. Landlord will commence the performance of the work described in Exhibit C ("Landlord's Work") reasonably promptly following the date hereof and, subject to Tenant's compliance with the provisions of this Section 4.2, will complete Landlord's Work in a good and workmanlike manner consistent with the standards applicable to the Building. Landlord and its employees, contractors and agents shall have access to the Premises at all reasonable times for the performance of the Excluded Item and Punch List Items and for the storage of materials reasonably required in connection therewith, and Tenant will use all commercially reasonable efforts to avoid any interference with the performance of the Excluded Item and Punch List Items. Landlord shall use reasonable efforts to minimize interference with Tenant's use and occupancy of the Premises during the performance of the Excluded Item and Punch List Items. There shall be no Rent abatement or allowance to Tenant for a diminution of rental value, no actual or constructive eviction of Tenant, in whole or in part, no relief from any of Tenant's other obligations under this Lease, and no liability on the part of Landlord, by reason of inconvenience, annoyance or injury to business arising from the performance of the Excluded Item or Punch List Items or the storage of any materials in connection therewith. Landlord shall Substantially Complete the Excluded Item not later than promptly following the Commencement Date, subject to Tenant Delay and Unavoidable Delay.

ARTICLE 5
ALTERATIONS

Section 5.1 Tenant's Alterations. (a) Tenant shall not make any alterations, additions or other physical changes in or about the Premises (collectively, "Alterations"), excluding decorative Alterations such as painting, wall coverings and floor coverings (collectively, "Decorative Alterations"), without Landlord's prior consent.

(b) Plans and Specifications. Prior to making any Alterations, Tenant, at its expense, shall (i) submit to Landlord for its approval, detailed plans and specifications ("Plans") of each proposed Alteration (other than Decorative Alterations), and with respect to any Alteration affecting any Building System, evidence that the Alteration has been designed by, or reviewed and approved by, Landlord's designated engineer for the affected Building System, (ii) obtain all permits, approvals and certificates required by any Governmental Authorities, (iii) furnish to Landlord duplicate original policies or certificates of worker's compensation (covering all persons to be employed by Tenant, and Tenant's contractors and subcontractors in connection with such Alteration) and commercial general liability (including property damage coverage) insurance and Builder's Risk coverage (as described in Article 11) all in such form, with such companies, for such periods and in such amounts as Landlord may reasonably require, naming Landlord, Landlord's Agent, any Lessor and any Mortgagee as additional insureds, and (iv) furnish to Landlord reasonably satisfactory evidence of Tenant's ability to complete and to fully pay for such Alterations (other than Decorative Alterations). Tenant shall give Landlord not less than 5 Business Days' notice prior to performing any Decorative Alteration, which notice shall contain a description of such Decorative Alteration. If Landlord shall deny any request for approval to an Alteration, Landlord shall provide Tenant with a reasonably detailed explanation of the reason(s) for such denial. Any plans and specifications for Initial Installations resubmitted by Tenant to Landlord for Landlord's approval reflecting changes or additions made to such plans and specifications as requested by Landlord ("Tenant's Resubmission") shall be approved or denied by Landlord within 5 Business Days following Tenant's Resubmission. If Landlord shall fail to respond to Tenant's request for approval to Initial Installations within 10 Business Days following the submission of final and complete plans and specifications thereof (or within 5 Business Days after Tenant's Resubmission), as applicable, Landlord shall be deemed to have granted such approval, provided Landlord fails to respond to Tenant within 5 Business Days after receipt of a second notice from Tenant (which notice may only be sent if Landlord failed to respond within said 10 or 5 Business Day period, as aforesaid, and such notice shall expressly state in bold letters that Landlord's failure to timely respond thereto shall be deemed approval of the Initial Installations which are the subject of such notice). Upon Tenant's request, Landlord shall reasonably cooperate with Tenant in obtaining any permits, approvals or certificates required to be obtained by Tenant in connection with any permitted Alteration, including a so-called "self-certification" (if the provisions of the applicable Requirement require that Landlord join in such application), provided that Tenant shall reimburse Landlord for any actual and reasonable cost, expense or liability in connection therewith and indemnify, defend, protect and hold harmless Landlord from and against any and all Losses resulting from any remedial measures that may be required in connection with such "self-certification."

(c) Governmental Approvals. Tenant, at its expense, shall, as and when required, promptly obtain certificates of partial and final approval of such Alterations required by

any Governmental Authority and shall, within 30 days after completion of any Alterations, furnish Landlord with copies thereof, together with "as-built" Plans for such Alterations prepared on an AutoCAD Computer Assisted Drafting and Design System (or such other system or medium as Landlord may accept), using naming conventions issued by the American Institute of Architects in June, 1990 (or such other naming conventions as Landlord may accept) and magnetic computer media of such record drawings and specifications translated in DWG format or another format acceptable to Landlord.

Section 5.2 Manner and Quality of Alterations. All Alterations shall be performed (a) in a good and workmanlike manner and free from defects, (b) substantially in accordance with the Plans, and by contractors approved by Landlord, (c) in compliance with all Requirements, the terms of this Lease and all construction procedures and regulations then prescribed by Landlord and (d) at Tenant's expense. All materials and equipment shall be of first quality and at least equal to the applicable standards for the Building then established by Landlord, and no such materials or equipment (other than Tenant's Property) shall be subject to any lien or other encumbrance.

Section 5.3 Removal of Tenant's Property. Tenant's Property shall remain the property of Tenant and Tenant may remove the same at any time on or before the Expiration Date. On or prior to the Expiration Date, Tenant shall, at Tenant's expense, remove all of Tenant's Property and, unless otherwise directed by Landlord, remove any Specialty Alterations from the Premises and close up any slab penetrations in the Premises. Tenant shall repair and restore, in a good and workmanlike manner, any damage to the Premises or the Building caused by Tenant's removal of any Alterations or Tenant's Property or by the closing of any slab penetrations, and upon default thereof, Tenant shall reimburse Landlord for Landlord's cost of repairing and restoring such damage. Any Specialty Alterations or Tenant's Property not so removed shall be deemed abandoned and Landlord may retain or remove and dispose of same, and repair and restore any damage caused thereby, at Tenant's cost and without accountability to Tenant. All other Alterations shall become Landlord's property upon termination of this Lease.

Section 5.4 Mechanic's Liens. Tenant, at its expense, shall discharge any lien or charge recorded or filed against the Real Property in connection with any work done or claimed to have been done by or on behalf of, or materials furnished or claimed to have been furnished to, Tenant, within 30 days after Tenant's receipt of notice thereof by payment, filing the bond required by law or otherwise in accordance with law.

Section 5.5 Intentionally Omitted.

Section 5.6 Tenant's Costs. Tenant shall pay to Landlord, upon demand, all out-of-pocket costs actually incurred by Landlord in connection with Tenant's Alterations, including costs incurred in connection with (a) Landlord's review of the Alterations (including review of requests for approval thereof) and (b) the provision of Building personnel during the performance of any Alteration, to operate elevators or otherwise to facilitate Tenant's Alterations. Tenant shall, upon request, provide Landlord with evidence of all amounts expended by it for Alterations (including any "soft costs").

Section 5.7 Tenant's Equipment. Tenant shall provide notice to Landlord prior to moving any heavy machinery, heavy equipment, freight, bulky matter or fixtures (collectively, "Equipment") into or out of the Building and shall pay to Landlord any costs actually incurred by Landlord in connection therewith. If such Equipment requires special handling, Tenant agrees

(a) to employ only persons holding all necessary licenses to perform such work, (b) all work performed in connection therewith shall comply with all applicable Requirements and (c) such work shall be done only during hours designated by Landlord.

Section 5.8 Legal Compliance. The approval of Plans, or consent by Landlord to the making of any Alterations, does not constitute Landlord's representation that such Plans or Alterations comply with any Requirements. Landlord shall not be liable to Tenant or any other party in connection with Landlord's approval of any Plans, or Landlord's consent to Tenant's performing any Alterations. If any Alterations made by or on behalf of Tenant, require Landlord to make any alterations or improvements to any part of the Building in order to comply with any Requirements, Tenant shall pay all costs and expenses incurred by Landlord in connection with such alterations or improvements.

Section 5.9 Floor Load. Tenant shall not place a load upon any floor of the Premises that exceeds 50 pounds per square foot "live load". Landlord reserves the right to reasonably designate the position of all Equipment which Tenant wishes to place within the Premises, and to place limitations on the weight thereof.

Section 5.10 Tenant's Work. (a) Tenant hereby covenants and agrees that Tenant will, at Tenant's own cost and expense, and in a good and workmanlike manner, make and complete the work and installations in and to the Premises set forth below in such manner so that the Premises will be a first-class, high quality, retail store. All such work and installations shall be subject to Landlord's prior written approval.

(b) Tenant, at Tenant's expense, shall prepare a final plan or final set of plans and specifications (which final plan or final set of plans, as the case may be, and specifications are hereinafter called the "final plan") which shall contain complete information and dimensions required for Tenant's Alterations and necessary to prepare the Premises for occupancy as a first-class, high quality retail store, and for the engineering in connection therewith. The final plan shall be submitted by Tenant to Landlord on or before sixty (60) days from the date hereof for Landlord's written approval. Tenant shall promptly reimburse Landlord upon demand for any cost and expense incurred by Landlord in connection with Landlord's review of Tenant's final plan. If Landlord shall disapprove the final plan, Landlord shall set forth its reasons for such disapproval and itemize those portions of the final plan so disapproved.

ARTICLE 6

REPAIRS

Section 6.1 Landlord's Repair and Maintenance. Landlord shall operate, maintain and, except as provided in Section 6.2 hereof, make all necessary repairs (both structural and nonstructural) to (i) the Building Systems, and (ii) the Common Areas, in conformance with standards applicable to Comparable Buildings.

Section 6.2 Tenant's Repair and Maintenance. Tenant shall promptly, at its expense and in compliance with Article 5, make all nonstructural repairs to the Premises and the fixtures, equipment and appurtenances therein (including all electrical, plumbing, heating, ventilation and air conditioning, sprinklers and life safety systems in and serving the Premises from the point of connection to the Building Systems) (collectively, "Tenant Fixtures") as and when needed to

preserve the Premises in good working order and condition, except for reasonable wear and tear and damage for which Tenant is not responsible. All damage to the Building or to any portion thereof, or to any Tenant Fixtures requiring structural or nonstructural repair caused by or resulting from any act, omission, neglect or improper conduct of a Tenant Party or the moving of Tenant's Property or Equipment into, within or out of the Premises by a Tenant Party, or the moving of Tenant's Property or Equipment into, within or out of the Premises by a Tenant Party, shall be repaired at Tenant's expense by (i) Tenant, if the required repairs are nonstructural in nature and do not affect any Building System, or (ii) Landlord, if the required repairs are structural in nature, involve replacement of exterior window glass or affect any Building System. All Tenant repairs shall be of good quality utilizing new construction materials.

Section 6.3 Restorative Work. Landlord reserves the right to make all changes, alterations, additions, improvements, repairs or replacements to the Building and Building Systems, including changing the arrangement or location of entrances or passageways, doors and doorways, corridors, elevators, stairs, toilets or other Common Areas (collectively, "Restorative Work"), as Landlord deems necessary or desirable, and to take all materials into the Premises required for the performance of such Restorative Work provided that (a) the level of any Building service shall not decrease in any material respect from the level required of Landlord in this Lease as a result thereof (other than temporary changes in the level of such services during the performance of any such Restorative Work) and (b) Tenant is not materially deprived of access to, and same does not materially interfere with Tenant's use of, the Premises. Landlord shall use reasonable efforts to minimize interference with Tenant's use and occupancy of the Premises during the performance of such Restorative Work. Except as otherwise provided in Section 10.10, there shall be no Rent abatement or allowance to Tenant for a diminution of rental value, no actual or constructive eviction of Tenant, in whole or in part, no relief from any of Tenant's other obligations under this Lease, and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to business arising from Landlord, Tenant or others performing, or failing to perform, any Restorative Work. Landlord shall reasonably promptly repair any damage to the Premises or Tenant's Property caused by the performance of any Restorative Work pursuant to this Section 6.3.

ARTICLE 7

INCREASES IN TAXES AND OPERATING EXPENSES

Section 7.1 Definitions. For the purposes of this Article 7, the following terms shall have the meanings set forth below:

(a) "Assessed Valuation" shall mean the amount for which the Real Property is assessed pursuant to the applicable provisions of the City Charter and the Administrative Code of New York, or any successor Requirements, for the purpose of imposition of Taxes.

(b) "Base Operating Expenses" shall mean the Operating Expenses for the Base Expense Year.

(c) "Base Taxes" shall mean the Taxes payable for the Base Tax Year.

(d) "Comparison Year" shall mean (i) with respect to Taxes, each calendar year commencing subsequent to the first day of the Base Tax Year, and (ii) with respect to Operating Expenses, each calendar year commencing subsequent to the first day of the Base Expense Year.

(e) "Operating Expenses" shall mean all expenses paid or incurred by Landlord or on Landlord's behalf in respect of any and all maintenance, repairs, replacements and improvements which are necessary or appropriate for the continued operation of the Building as a first-class Class A mixed use building, including, without limitation, the cost of: all iv) the repair, replacement and maintenance of the water riser and sprinkler system, alarm system and any equipment used for the protection and security of the Building or the tenants thereof and their employees, licensees and invitees; (v) rental fees or repair costs of any equipment used for any and all of the above-mentioned purposes or uses; (vii) premiums for All Risks' Property Insurance and any other insurance which Landlord may deem necessary or which is required by the Lessor under any Superior Lease or by any Mortgagee; (viii) supplies; (ix) sales or use taxes on supplies or services; and (x) reasonable professional and consulting fees, including legal and accounting fees but excluding such fees incurred for leasing space in the Building; (xi) computer time, telephone, bookkeeping and other Building office expenses; (xii) the annual fee paid or payable for managing the Building, or, if such service is provided directly by Landlord, an annual amount that would otherwise have been required to engage, and retain, the services of a first-class, Class A buildings in the City of New York; (xiii) all charges for water and sewer, whether measured by meter or otherwise, and (xiv) any other expense or charge of any nature whatsoever, whether or not herein mentioned, which, in accordance with sound accounting and management principles generally accepted with respect to the operation of first-class Class A buildings in the City of New York, would be construed as an operating expense. Operating Expenses shall not include any Excluded Expenses. If during all or part of the Base Expense Year or any Comparison Year, Landlord shall not furnish any particular item(s) of work or service (which would otherwise constitute an Operating Expense) to any leasable portions of the Building for any reason, then, for purposes of computing Operating Expenses for such period, the amount included in Operating Expenses for such period shall be increased by an amount equal to the costs and expenses that would have been reasonably incurred by Landlord during such period if Landlord had furnished such item(s) of work or service to such portion of the Building. In determining the amount of Operating Expenses for the Base Expense Year or any Comparison Year, if less than 100% of the Building rentable area is occupied by tenants at any time during the Base Expense Year or any such Comparison Year, Operating Expenses shall be determined for the Base Expense Year or such Comparison Year to be an amount equal to the like expenses which would normally be expected to be incurred had such occupancy been 100% throughout the Base Expense Year or such Comparison Year.

(f) "Statement" shall mean a statement containing a comparison of (i) the Base Taxes and the Taxes for any Comparison Year, or (ii) the Base Operating Expenses and the Operating Expenses for any Comparison Year.

(g) "Tax Year" shall mean the twelve month period from July 1 through June 30 (or such other period as hereinafter may be duly adopted by the City of New York as its fiscal year for real estate tax purpose).

(h) "Taxes" shall mean (i) all real estate taxes, assessments (including assessments made as a result of the Building being within a business improvement district), sewer and water rents, rates and charges, and other governmental levies, impositions or charges, whether general, special, ordinary, extraordinary, foreseen or unforeseen, which may

be assessed, levied or imposed upon all or any part of the Real Property, and (ii) all expenses (including reasonable attorneys' fees and disbursements and experts' and other witnesses' fees) incurred in contesting any of the foregoing or the Assessed Valuation of the Real Property (but such expenses shall not be included in Base Taxes if incurred during the Base Tax Year). Taxes shall not include (x) interest or penalties incurred by Landlord as a result of Landlord's late payment of Taxes, or (y) franchise, transfer, gift, inheritance, estate or net income taxes imposed upon Landlord. If Landlord elects to pay any assessment in annual installments, then (i) such assessment shall be deemed to have been so divided and to be payable in the maximum number of installments permitted by law, and (ii) there shall be deemed included in Taxes for each Comparison Year the installments of such assessment becoming payable during such Comparison Year, together with interest payable during such Comparison Year on such installments and on all installments thereafter becoming due as provided by law, all as if such assessment had been so divided. If at any time the methods of taxation prevailing on the Commencement Date shall be altered so that in lieu of or as an addition to the whole or any part of Taxes, there shall be assessed, levied or imposed (1) a tax, assessment, levy, imposition or charge based on the income or rents received from the Real Property whether or not wholly or partially as a capital levy or otherwise, (2) a tax, assessment, levy, imposition or charge measured by or based in whole or in part upon all or any part of the Real Property and imposed upon Landlord, (3) a license fee measured by the rents, or (4) any other tax, assessment, levy, imposition, charge or license fee however described or imposed, then all such taxes, assessments, levies, impositions, charges or license fees or the part thereof so measured or based shall be deemed to be Taxes.

Section 7.2 Tenant's Tax Payment. (a) If the Taxes payable for any Tax Year after the Base Tax Year exceed the Base Taxes, Tenant shall pay to Landlord Tenant's Proportionate Share of such excess ("Tenant's Tax Payment"). For each Comparison Year in which any such Tax Year commences, Landlord shall furnish to Tenant a statement setting forth Landlord's reasonable estimate of Tenant's Tax Payment for such Tax Year (the "Tax Estimate"). Tenant shall pay to Landlord on the 1st day of each month during such Comparison Year an amount equal to 1/12th of the Tax Estimate for such Tax Year. If Landlord furnishes a Tax Estimate for a Comparison Year subsequent to the commencement thereof, then (i) until the 1st day of the month following the month in which the Tax Estimate is furnished to Tenant, Tenant shall pay to Landlord on the 1st day of each month an amount equal to the monthly sum payable by Tenant to Landlord under this Section 7.2(a) for the last month of the preceding Comparison Year; (ii) promptly after the Tax Estimate is furnished to Tenant or together therewith, Landlord shall give notice to Tenant stating whether the installments of the Tax Estimate previously made for such Comparison Year were greater or less than the installments of the Tax Estimate to be made for such Comparison Year in accordance with the Tax Estimate, and (x) if there shall be a deficiency, Tenant shall pay the amount thereof within 10 Business Days after demand, or (y) if there shall have been an overpayment, Landlord shall credit the amount thereof against subsequent payments of Rent next coming due hereunder ; and (iii) on the 1st day of the month following the month in which the Tax Estimate is furnished to Tenant, and on the 1st day of each month thereafter throughout the remainder of such Comparison Year, Tenant shall pay to Landlord an amount equal to 1/12th of the Tax Estimate. Landlord may, during each Comparison Year, furnish to Tenant a revised Tax Estimate for such Comparison Year, and in such case, Tenant's Tax Payment for such Comparison Year shall be adjusted and any deficiencies paid or overpayments credited, as the case may be, substantially in the same manner as provided in the preceding sentence. After the end of each Comparison Year, Landlord shall furnish to Tenant a Statement of Taxes applicable to Tenant's Tax Payment payable for such Comparison Year and (A) if such Statement shall show that the sums so paid by Tenant were less than Tenant's Tax Payment due for such Comparison Year, Tenant

shall pay to Landlord the amount of such deficiency within 10 Business Days after delivery of the Statement to Tenant, or (B) if such Statement shall show that the sums so paid by Tenant were more than such Tenant's Tax Payment, Landlord shall credit such overpayment against subsequent payments of Rent next coming due. If there shall be any increase in the Taxes for any Tax Year, whether during or after such Tax Year, or if there shall be any decrease in the Taxes for any Tax Year, Tenant's Tax Payment for such Comparison Year shall be appropriately adjusted and any deficiencies paid or overpayments credited, as the case may be, substantially in the same manner as provided in the preceding sentence.

(b) Only Landlord may institute proceedings to reduce the Assessed Valuation of the Real Property and the filings of any such proceeding by Tenant without Landlord's consent shall constitute an Event of Default. If the Base Taxes are reduced, the Additional Rent previously paid or payable on account of Tenant's Tax Payment hereunder for all Comparison Years shall be recomputed on the basis of such reduction, and Tenant shall pay to Landlord, within 10 Business Days after demand therefor, any deficiency between the amount of such Additional Rent previously computed and paid by Tenant to Landlord, and the amount due as a result of such recomputation. If the Base Taxes are increased, then Landlord shall either pay to Tenant, or at Landlord's election, credit against subsequent payments of Rent due, the amount by which such Additional Rent previously paid on account of Tenant's Tax Payment exceeds the amount actually due as a result of such recomputation. If Landlord receives a refund of Taxes for any Comparison Year, Landlord shall, at its election, either pay to Tenant, or credit against subsequent payments of Rent due hereunder, an amount equal to Tenant's Proportionate Share of the refund, net of any expenses incurred by Landlord in achieving such refund, which amount shall not exceed Tenant's Tax Payment paid for such Comparison Year. Landlord shall not be obligated to file any application or institute any proceeding seeking a reduction in Taxes or the Assessed Valuation. The benefit of any exemption or abatement relating to all or any part of the Real Property shall accrue solely to the benefit of Landlord and Taxes shall be computed without taking into account any such exemption or abatement.

(c) Tenant shall be responsible for any applicable occupancy or rent tax now in effect or hereafter enacted and, if such tax is payable by Landlord, Tenant shall promptly pay such amounts to Landlord, upon Landlord's demand.

(d) Tenant shall be obligated to make Tenant's Tax Payment regardless of whether Tenant may be exempt from the payment of any taxes as the result of any reduction, abatement, or exemption from Taxes granted or agreed to by any Governmental Authority, or by reason of Tenant's diplomatic or other tax exempt status.

Section 7.3 Tenant's Operating Payment. (a) If the Operating Expenses payable for any Comparison Year exceed the Base Operating Expenses, Tenant shall pay to Landlord Tenant's Proportionate Share of such excess ("Tenant's Operating Payment"). For each Comparison Year, Landlord shall furnish to Tenant a statement setting forth Landlord's reasonable estimate of Tenant's Operating Payment for such Comparison Year (the "Expense Estimate"). Tenant shall pay to Landlord on the 1st day of each month during such Comparison Year an amount equal to 1/12 of the Expense Estimate. If Landlord furnishes an Expense Estimate for a Comparison Year subsequent to the commencement thereof, then (i) until the 1st day of the month following the month in which the Expense Estimate is furnished to Tenant, Tenant shall pay to Landlord on the 1st day of each month an amount equal to the monthly sum payable by Tenant to Landlord under this Section 7.3 during the last month of the preceding Comparison Year, (ii) promptly after the Expense Estimate is furnished to Tenant or together therewith, Landlord shall give notice to Tenant stating whether the installments of Tenant's

Operating Payment previously made for such Comparison Year were greater or less than the installments of Tenant's Operating Payment to be made for such Comparison Year in accordance with the Expense Estimate, and (A) if there shall be a deficiency, Tenant shall pay the amount thereof within 10 Business Days after demand therefor, or (B) if there shall have been an overpayment, Landlord shall credit the amount thereof against subsequent payments of Rent due hereunder, and (iii) on the 1st day of the month following the month in which the Expense Estimate is furnished to Tenant, and on the 1st day of each month thereafter throughout the remainder of such Comparison Year, Tenant shall pay to Landlord an amount equal to 1/12 of the Expense Estimate.

(b) On or before May 1st of each Comparison Year, Landlord shall furnish to Tenant a Statement for the immediately preceding Comparison Year. If the Statement shows that the sums paid by Tenant under Section 7.3(a) exceeded the actual amount of Tenant's Operating Payment for such Comparison Year, Landlord shall credit the amount of such excess against subsequent payments of Rent due hereunder. If the Statement shows that the sums so paid by Tenant were less than Tenant's Operating Payment for such Comparison Year, Tenant shall pay the amount of such deficiency within 10 Business Days after delivery of the Statement to Tenant.

Section 7.4 Non-Waiver; Disputes. (a) Landlord's failure to render any Statement on a timely basis with respect to any Comparison Year shall not prejudice Landlord's right to thereafter render a Statement with respect to such Comparison Year or any subsequent Comparison Year, nor shall the rendering of a Statement prejudice Landlord's right to thereafter render a corrected Statement for that Comparison Year.

(b) Each Statement sent to Tenant shall be conclusively binding upon Tenant unless Tenant (i) pays to Landlord when due the amount set forth in such Statement, without prejudice to Tenant's right to dispute such Statement, and (ii) within 60 days after such Statement is sent, sends a notice to Landlord objecting to such Statement and specifying the reasons therefor. Tenant agrees that Tenant will not employ, in connection with any dispute under this Lease, any person or entity who is to be compensated in whole or in part, on a contingency fee basis. If the parties are unable to resolve any dispute as to the correctness of such Statement within 30 days following such notice of objection, either party may refer the issues raised to a nationally recognized independent public accounting firm selected by Landlord and reasonably acceptable to Tenant, and the decision of such accountants shall be conclusively binding upon Landlord and Tenant. In connection therewith, Tenant and such accountants shall execute and deliver to Landlord a confidentiality agreement, in form and substance reasonably satisfactory to Landlord, whereby such parties agree not to disclose to any third party any of the information obtained in connection with such review. Tenant shall pay the fees and expenses relating to such procedure, unless such accountants determine that Landlord overstated Operating Expenses by more than 4% for such Comparison Year, in which case Landlord shall pay such fees and expenses. Except as provided in this Section, Tenant shall have no right whatsoever to dispute by judicial proceeding or otherwise the accuracy of any Statement.

Section 7.5 Proration. If the Rent Commencement Date is not January 1, the Additional Rent for the applicable Comparison Year shall be apportioned on the basis of the number of days in the year from the Rent Commencement Date to the following December 31. If the Expiration Date occurs on a date other than December 31, any Additional Rent under this Article 7 for the Comparison Year in which such Expiration Date occurs shall be apportioned on

the basis of the number of days in the year from January 1 to the Expiration Date. Upon the expiration or earlier termination of this Lease, any Additional Rent under this Article 7 shall be adjusted or paid within 30 days after submission of the Statement for the last Comparison Year.

Section 7.6 No Reduction in Rent. In no event shall any decrease in Operating Expenses or Taxes in any Comparison Year below the Base Operating Expenses or Base Taxes, as the case may be, result in a reduction in the Fixed Rent or any other component of Additional Rent payable hereunder.

ARTICLE 8

REQUIREMENTS OF LAW

Section 8.1 Compliance with Requirements.

(a) Tenant's Compliance. Tenant, at its expense, shall comply with all Requirements applicable to the Premises and/or Tenant's use or occupancy thereof, provided, however, that Tenant shall not be obligated to comply with any Requirements requiring any structural alterations to the Building unless the application of such Requirements arises from (i) the specific manner and nature of Tenant's use or occupancy of the Premises, as distinct from general retail use, (ii) Alterations made by Tenant, or (iii) a breach by Tenant of any provisions of this Lease. Any repairs or alterations required for compliance with applicable Requirements shall be made at Tenant's expense (1) by Tenant in compliance with Article 5 if such repairs or alterations are nonstructural and do not affect any Building System and to the extent such repairs or alterations do not affect areas outside the Premises, or (2) by Landlord if such repairs or alterations are structural or affect any Building System or to the extent such repairs or alterations affect areas outside the Premises. If Tenant obtains knowledge of any failure to comply with any Requirements applicable to the Premises, Tenant shall give Landlord prompt notice thereof.

(b) Hazardous Materials. Tenant shall not cause or permit (i) any Hazardous Materials to be brought into the Building, (ii) the storage or use of Hazardous Materials in or about the Building or the Premises (subject to the second sentence of this Section 8.1(b)), or (iii) the escape, disposal or release of any Hazardous Materials within or in the vicinity of the Building. Nothing herein shall be deemed to prevent Tenant's use of any Hazardous Materials customarily used in the ordinary course of operating a retail store selling baked goods, provided such use is in accordance with all Requirements. Tenant shall be responsible, at its expense, for all matters directly or indirectly based on, or arising or resulting from the presence of Hazardous Materials in the Building which is caused or permitted by a Tenant Party. Tenant shall provide to Landlord copies of all communications received by Tenant with respect to any Requirements relating to Hazardous Materials, and/or any claims made in connection therewith. Landlord or its agents may perform environmental inspections of the Premises at any time.

(c) Landlord's Compliance. Landlord shall comply with (or cause to be complied with) all Requirements applicable to the Building which are not the obligation of Tenant, to the extent that non-compliance would materially impair Tenant's use and occupancy of the Premises for the Permitted Uses.

(d) Landlord's Insurance. Tenant shall not cause or permit any action or condition that would (i) invalidate or conflict with Landlord's insurance policies, (ii) violate

applicable rules, regulations and guidelines of the Fire Department, Fire Insurance Rating Organization or any other authority having jurisdiction over the Building, (iii) cause an increase in the premiums of fire insurance for the Building over that payable with respect to Comparable Buildings, or (iv) result in Landlord's insurance companies' refusing to insure the Building or any property therein in amounts and against risks as reasonably determined by Landlord. If fire insurance premiums increase as a result of Tenant's failure to comply with the provisions of this Section 8.1, Tenant shall promptly cure such failure and shall reimburse Landlord for the increased fire insurance premiums paid by Landlord as a result of such failure by Tenant.

Section 8.2 Fire and Life Safety; Sprinkler. Tenant shall install and thereafter maintain in good order and repair a sprinkler, fire-alarm and life-safety system in the Premises in accordance with this Lease, the Rules and Regulations and all Requirements. If the Fire Insurance Rating Organization or any Governmental Authority or any of Landlord's insurers requires or recommends any modifications and/or alterations be made or any additional equipment be supplied in connection with the sprinkler system or fire alarm and life-safety system serving the Building by reason of Tenant's business, any Alterations performed by Tenant or the location of the partitions, Tenant's Property, or other contents of the Premises, Landlord (to the extent outside of the Premises) or Tenant (to the extent within the Premises) shall make such modifications and/or Alterations, and supply such additional equipment, in either case at Tenant's expense.

ARTICLE 9

SUBORDINATION

Section 9.1 Subordination and Attornment. (a) This Lease is subject and subordinate to all Mortgages and Superior Leases, and, at the request of any Mortgagee or Lessor, Tenant shall attorn to such Mortgagee or Lessor, its successors in interest or any purchaser in a foreclosure sale.

(b) If a Lessor or Mortgagee or any other person or entity shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or the delivery of a new lease or deed, then at the request of the successor landlord and upon such successor landlord's written agreement to accept Tenant's attornment and to recognize Tenant's interest under this Lease, Tenant shall be deemed to have attorned to and recognized such successor landlord as Landlord under this Lease. The provisions of this Section 9.1 are self-operative and require no further instruments to give effect hereto; provided, however, that Tenant shall promptly execute and deliver any instrument that such successor landlord may reasonably request (i) evidencing such attornment, (ii) setting forth the terms and conditions of Tenant's tenancy, and (iii) containing such other terms and conditions as may be required by such Mortgagee or Lessor, provided such terms and conditions do not increase the Rent, materially increase Tenant's other obligations or materially and adversely affect Tenant's rights under this Lease. Upon such attornment this Lease shall continue in full force and effect as a direct lease between such successor landlord and Tenant upon all of the terms, conditions and covenants set forth in this Lease except that such successor landlord shall not be

(A) liable for any act or omission of Landlord (except to the extent such act or omission continues beyond the date when such successor landlord succeeds to Landlord's interest and Tenant gives notice of such act or omission);

(B) subject to any defense, claim, counterclaim, set-off or offset which Tenant may have against Landlord;

(C) bound by any prepayment of more than one month's Rent to any prior landlord;

(D) bound by any obligation to make any payment to Tenant which was required to be made prior to the time such successor landlord succeeded to Landlord's interest;

(E) bound by any obligation to perform any work or to make improvements to the Premises except for (x) repairs and maintenance required to be made by Landlord under this Lease, and (y) repairs to the Premises as a result of damage by fire or other casualty or a partial condemnation pursuant to the provisions of this Lease, but only to the extent that such repairs can reasonably be made from the net proceeds of any insurance or condemnation awards, respectively, actually made available to such successor landlord;

(F) Subsequent to the property being sold, bound by any modification, amendment or renewal of this Lease made without successor landlord's consent;

(G) liable for the repayment of any security deposit or surrender of any letter of credit, unless and until such security deposit actually is paid or such letter of credit is actually delivered to such successor landlord; or

(H) liable for the payment of any unfunded tenant improvement allowance, refurbishment allowance or similar obligation.

(c) Tenant shall from time to time within 10 days of request from Landlord execute and deliver any documents or instruments that may be reasonably required by any Mortgagee or Lessor to confirm any subordination.

Section 9.2 Mortgage or Superior Lease Defaults. Any Mortgagee may elect that this Lease shall have priority over the Mortgage and, upon notification to Tenant by such Mortgagee, this Lease shall be deemed to have priority over such Mortgage, regardless of the date of this Lease. In connection with any financing of the Real Property, Tenant shall consent to any reasonable modifications of this Lease requested by any lending institution, provided such modifications do not increase the Rent, materially increase the other obligations, or materially and adversely affect the rights, of Tenant under this Lease.

Section 9.3 Tenant's Termination Right. As long as any Superior Lease or Mortgage exists, Tenant shall not seek to terminate this Lease by reason of any act or omission of Landlord until (a) Tenant shall have given notice of such act or omission to all Lessors and/or Mortgagees, and (b) a reasonable period of time shall have elapsed following the giving of notice of such default and the expiration of any applicable notice or grace periods (unless such act or omission is not capable of being remedied within a reasonable period of time), during which period such Lessors and/or Mortgagees shall have the right, but not the obligation, to remedy such act or omission and thereafter diligently proceed to so remedy such act or obligation. If any Lessor or Mortgagee elects to remedy such act or omission of Landlord,

Tenant shall not seek to terminate this Lease so long as such Lessor or Mortgagee is proceeding with reasonable diligence to effect such remedy.

Section 9.4 Provisions. The provisions of this Article 9 shall (a) inure to the benefit of Landlord, any future owner of the Building or the Real Property, Lessor or Mortgagee and any sublessor thereof and (b) apply notwithstanding that, as a matter of law, this Lease may terminate upon the termination of any such Superior Lease or Mortgage.

Section 9.5 Future Condominium Declaration. This Lease and Tenant's rights hereunder are and will be subject and subordinate to any condominium declaration, by-laws and other instruments (collectively, the "Declaration") which may be recorded in order to subject the Building to a condominium form of ownership pursuant to Article 9-B of the New York Real Property Law or any successor Requirement, provided that the Declaration does not by its terms increase the Rent, materially increase Tenant's non-Rent obligations or materially and adversely affect Tenant's rights under this Lease. At Landlord's request, and subject to the foregoing proviso, Tenant will execute and deliver to Landlord an amendment of this Lease confirming such subordination and modifying this Lease to conform to such condominium regime.

ARTICLE 10

SERVICES

Section 10.1 Electricity. (a) Tenant shall from and after the Commencement Date pay directly to the utility authority under its own account for its consumption of electricity, a sum equal to 100% of the product as billed.

(b) Compliance. Tenant shall at all times comply with the rules and regulations of the utility company supplying electricity to the Building. Tenant shall not use any electrical equipment which, in Landlord's reasonable judgment, would exceed the capacity of the electrical equipment serving the Premises. If Landlord determines that Tenant's electrical requirements necessitate installation of any additional risers, feeders or other electrical distribution equipment (collectively, "Electrical Equipment"), or if Tenant provides Landlord with evidence reasonably satisfactory to Landlord of Tenant's need for excess electricity and requests that additional Electrical Equipment be installed, Landlord shall, at Tenant's expense, install such additional Electrical Equipment, provided that Landlord, in its sole judgment, determines that (i) such installation is practicable and necessary, (ii) such additional Electrical Equipment is permissible under applicable Requirements, and (iii) the installation of such Electrical Equipment will not cause permanent damage or injury to the Building or the Premises, cause or create a hazardous condition, entail excessive or unreasonable alterations, interfere with or limit electrical usage by other tenants or occupants of the Building or exceed the limits of the switchgear or other facilities serving the Building, or require power in excess of that available from the utility serving the Building.

(c) Lamps, etc. Tenant, at Tenant's expense, shall purchase and install all lamps (including, but limited to, incandescent and fluorescent lamps), starters and ballasts used in the Premises.

Section 10.2 Heating, Ventilation and Air Conditioning ("HVAC"). (a) Landlord shall not be responsible if the HVAC System fails to provide cooled or heated air, as the case may be, to

the Premises in accordance with the Design Standards by reason. Tenant having inspected the same and accepts the HVAC in "as is" "where is" condition.

(b) Tenant shall be responsible, at Tenant's sole expense, to install all ducts and branching located within the Premises and necessary for the distribution of HVAC within the Premises ("Tenant's HVAC Distribution System"). Tenant, at Tenant's sole expense, shall operate Tenant's Distribution HVAC System and maintain, repair and replace Tenant's HVAC Distribution System as necessary to put and keep the same in good operating order and condition and comply with all Requirements. Any modifications, additions or alterations to Tenant's HVAC Distribution System required by Tenant for the operation of its business shall be made by Tenant at Tenant's sole cost and expense. For all purposes of this Lease, Tenant's HVAC Distribution System shall be treated as a Tenant Alteration.

(c) Intentionally omitted.

(d) Tenant shall not install any supplementary or auxiliary HVAC equipment to serve the Premises without Landlord's prior written consent in each instance.

Section 10.3 Cleaning; Refuse and Rubbish Removal. (a) Tenant, at Tenant's sole cost and expense, shall (i) cause the Premises to be cleaned, in a manner satisfactory to Landlord, (ii) cause the Premises to be exterminated with such frequency and in such manner as to prevent the existence of vermin or other infestation, (iii) cause all portions of the Premises used for the storage, preparation or consumption of food or beverages to be cleaned daily in a manner satisfactory to Landlord, and (iv) cause all of Tenant's garbage and other refuse to be removed from the Premises, at such times and from such place as Landlord shall designate, by Tenant's cartage service, and until removed, shall be kept in a neat and orderly condition, properly bagged or in the case of packing boxes and cartons, securely tied, in such place designated by Landlord (v) keep sidewalk adjacent to the subject premises clean, clear of rubbish and snow and ice. Tenant agrees to use the services of and maintain a contract with an independent contractor for compacting and carting Tenant's garbage. Tenant shall cause its employees, agents, contractors and business visitors to observe such additional rules and regulations regarding rubbish removal and/or recycling as Landlord may, from time to time, reasonably impose.

Section 10.4 Water. Landlord shall provide water for HVAC, drinking, cleaning, cooking and lavatory purposes. Tenant shall pay 75% of the total building cost of water and sewer charges as billed by the utility authorities and for all maintenance, repairs and replacements thereto located within the subject premises or caused by Tenant's use.

Section 10.5 Condenser Water. Landlord shall provide condenser water in connection with Tenant's independent HVAC system, which shall not exceed 7 tons in the aggregate and which shall be installed in accordance with the provisions of Article 5. Tenant shall pay Landlord an annual charge for such condenser water as included in Tenant's portion of building wide water charges.

Section 10.6 Freight Elevator. Intentionally Omitted.

Section 10.7 Loading Dock. Intentionally Omitted.

Section 10.8 Service Interruptions. Landlord reserves the right to suspend any service when necessary, by reason of Unavoidable Delays, accidents or emergencies, or for Restorative Work which, in Landlord's reasonable judgment, are necessary or appropriate until such Unavoidable Delay, accident or emergency shall cease or such Restorative Work is completed and Landlord shall not be liable for any interruption, curtailment or failure to supply services. Landlord shall use reasonable efforts to minimize interference with Tenant's use and occupancy of the Premises as a result of any such interruption, curtailment or failure of or defect in such service, or change in the supply, character and/or quantity of electrical service, and to restore any such services, remedy such situation and minimize any interference with Tenant's business. The exercise of any such right or the occurrence of any such failure by Landlord shall not constitute an actual or constructive eviction, in whole or in part, entitle Tenant to any compensation, abatement or diminution of Rent, relieve Tenant from any of its obligations under this Lease, or impose any liability upon Landlord or any Indemnitees by reason of inconvenience to Tenant, or interruption of Tenant's business, or otherwise. Except as otherwise provided in Section 10.10, Landlord shall not be liable in any way to Tenant for any failure, defect or interruption of, or change in the supply, character and/or quantity of electric service furnished to the Premises for any reason except if attributable to the gross negligence or willful misconduct of Landlord.

Section 10.9 No Other Services. Except as otherwise expressly provided in this Article 10, Landlord shall not be required to furnish any services to the Premises.

ARTICLE 11

INSURANCE; PROPERTY LOSS OR DAMAGE

Section 11.1 Tenant's Insurance. (a) Tenant, at its expense, shall obtain and keep in full force and effect during the Term:

(i) a policy of commercial general liability insurance on an occurrence basis against claims for personal injury, bodily injury, death and/or property damage occurring in or about the Building, under which Tenant is named as the insured and Landlord, Landlord's Agent and any Lessors and any Mortgagees whose names have been furnished to Tenant are named as additional insureds (the "Insured Parties"). Such insurance shall provide primary coverage without contribution from any other insurance carried by or for the benefit of the Insured Parties, and Tenant shall obtain blanket broad-form contractual liability coverage to insure its indemnity obligations set forth in Article 25. The minimum limits of liability applying exclusively to the Premises shall be a combined single limit with respect to each occurrence in an amount of not less than \$5,000,000; provided, however, that Landlord shall retain the right to require Tenant to increase such coverage from time to time to that amount of insurance which in Landlord's reasonable judgment is then being customarily required by landlords for similar retail space in Comparable Buildings. The self insured retention for such policy shall not exceed \$10,000;

(ii) insurance against loss or damage by fire, and such other risks and hazards as are insurable under then available standard forms of "Special Form Causes of Loss" or "All Risk" property insurance policies with extended coverage, insuring Tenant's Property and

all Alterations and improvements to the Premises (including the Initial Installations) for the full insurable value thereof or replacement cost thereof, having a deductible amount, if any, not in excess of \$25,000;

(iii) during the performance of any Alteration, until completion thereof, Builder's Risk insurance on an "all risk" basis and on a completed value form including a Permission to Complete and Occupy endorsement, for full replacement value covering the interest of Landlord and Tenant (and their respective contractors and subcontractors) in all work incorporated in the Building and all materials and equipment in or about the Premises;

(iv) Workers' Compensation Insurance, as required by law;

(v) Intentionally Omitted.

(vi) Plate glass insurance covering all plate glass in the Premises, subject to Section 26.2(c); and

(vii) Intentionally Omitted.

(b) All insurance required to be carried by Tenant (i) shall contain a provision that (x) no act or omission of Tenant shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained, and (y) such insurance shall be noncancellable and/or no material change in coverage shall be made thereto unless the Insured Parties receive 30 days' prior notice of the same, by certified mail, return receipt requested, and (ii) shall be effected under valid and enforceable policies issued by reputable insurers admitted to do business in the State of New York and rated in Best's Insurance Guide, or any successor thereto as having a "Best's Rating" of "A-" or better and a "Financial Size Category" of at least "VII" or better or, if such ratings are not then in effect, the equivalent thereof or such other financial rating as Landlord may at any time consider appropriate.

(c) On or prior to the Commencement Date, Tenant shall deliver to Landlord appropriate policies of insurance, including evidence of waivers of subrogation required to be carried pursuant to this Article 11 and that the Insured Parties are named as additional insureds (the "Policies"). Evidence of each renewal or replacement of the Policies shall be delivered by Tenant to Landlord at least 10 days prior to the expiration of the Policies. In lieu of the Policies, Tenant may deliver to Landlord a certification from Tenant's insurance company (on the form currently designated "Acord 27" (Evidence of Property Insurance) and "Acord 25-S" (Certificate of Liability Insurance), or the equivalent, provided that attached thereto is an endorsement to Tenant's commercial general liability policy naming the Insured Parties as additional insureds, which endorsement is at least as broad as ISO policy form "CG 2011 Additional Insured – Managers or Lessors of Premises" (pre-1999 edition) and which endorsement expressly provides coverage for the negligence of the additional insured, which certification shall be binding on Tenant's insurance company, and which shall expressly provide that such certification (i) conveys to the Insured Parties all the rights and privileges afforded under the Policies as primary insurance, and (ii) contains an unconditional obligation of the insurance company to advise all Insured Parties in writing by certified mail, return receipt requested, at least 30 days in advance of any termination of or change to the Policies that would affect the interest of any of the Insured Parties.

(d) Landlord shall keep the Building insured against damage and destruction by fire, vandalism, and other perils under "all risk" property insurance written on a replacement cost basis. In addition, Landlord shall maintain a policy of commercial general liability insurance for

claims for personal injury, death and/or property damage occurring in or about the Building that is consistent with the insurance maintained by owners of first-class office buildings in Manhattan. Notwithstanding the foregoing, in the event Landlord is an Institutional Owner, then Landlord may elect to self-insure with respect to the insurance coverages required by the terms of this Section 11.1(d).

Section 11.2 Waiver of Subrogation. Landlord and Tenant shall each procure an appropriate clause in or endorsement to any property insurance covering the Real Property and personal property, fixtures and equipment located therein, wherein the insurer waives subrogation or consents to a waiver of right of recovery, and Landlord and Tenant agree not to make any claim against, or seek to recover from, the other for any loss or damage to its property or the property of others resulting from fire or other hazards. Tenant acknowledges that Landlord shall not carry insurance on, and shall not be responsible for, (i) damage to any Tenant Alterations, (ii) Tenant's Property, and (iii) any loss suffered by Tenant due to interruption of Tenant's business.

Section 11.3 Restoration. If the Premises are damaged by fire or other casualty, or if the Building is damaged such that Tenant is deprived of reasonable access to the Premises, Landlord shall, to the extent of the insurance proceeds received therefor, replace the Core and Shell of the Premises (as hereinafter defined), at its expense, to substantially the condition thereof prior to the damage, subject to the provisions of any Mortgage or Superior Lease, but Landlord shall have no obligation to repair or restore (i) Tenant's Property, or (ii) any Alterations or improvements to the Premises. "Core and Shell of the Premises" shall mean the structural steel and masonry walls, the floor slabs, the structural ceilings, the demising walls and the storefront of the Premises or such other condition in which Landlord initially delivered the Premises. Until such time as the restoration of the Premises is Substantially Completed or would have been Substantially Completed but for Tenant Delay, Fixed Rent, Tenant's Tax Payment and Tenant's Operating Payment shall be reduced in the proportion by which the area of the part of the Premises which is not usable (or accessible) and is not used by Tenant bears to the total area of the Premises. This Article 11 constitutes an express agreement governing any case of damage or destruction of the Premises or the Building by fire or other casualty, and Section 227 of the Real Property Law of the State of New York, which provides for such contingency in the absence of an express agreement, and any other law of like nature and purpose now or hereafter in force, shall have no application in any such case.

Section 11.4 Landlord's Termination Right. Notwithstanding anything to the contrary contained in Section 11.3, if (a) the Premises are totally damaged or are rendered wholly untenable, (b) the Building shall be so damaged that, in Landlord's reasonable opinion, substantial alteration, demolition, or reconstruction of the Building shall be required (whether or not the Premises are so damaged or rendered untenable), (c) any Mortgagee shall require that the insurance proceeds or any portion thereof be used to retire the Mortgage debt or any Lessor shall terminate the Superior Lease, as the case may be, or (d) the damage is not fully covered, except for deductible amounts, by Landlord's insurance policies, then in any of such events, Landlord may, not later than 60 days following the date of the damage, terminate this Lease by notice to Tenant, provided that if the Premises are not damaged, Landlord may not terminate this Lease unless Landlord similarly terminates the leases of other tenants in the Building aggregating at least 80% of the portion of the Building occupied by tenants immediately prior to such damage. If this Lease is so terminated, (a) the Term shall expire upon the 30th day after such notice is given, (b) Tenant shall vacate the Premises and surrender the same to Landlord, (c) Tenant's liability for Rent shall cease as of the date of the damage, and (d) any prepaid Rent for any period after the date of the damage shall be refunded by Landlord to

Tenant and the unapplied amount of the Letter of Credit shall be returned by Landlord to Tenant. Landlord shall not terminate the lease if in the reasonable opinion of landlord the subject premises and other rental units can be rehabilitated without demolition of the building or termination of the subject tenancy.

Section 11.5 Tenant's Termination Right. If the Premises are totally damaged and are thereby rendered wholly untenable, or if the Building shall be so damaged that Tenant is deprived of reasonable access to the Premises, and if Landlord elects to restore the Premises, Landlord shall, within 60 days following the date of the damage, cause a contractor or architect selected by Landlord to give notice (the "Restoration Notice") to Tenant of the date by which such contractor or architect estimates the restoration of the Premises shall be Substantially Completed. If such date, as set forth in the Restoration Notice, is more than 12 months from the date of such damage, then Tenant shall have the right to terminate this Lease by giving notice (the "Termination Notice") to Landlord not later than 30 days following delivery of the Restoration Notice to Tenant. If Tenant delivers a Termination Notice, this Lease shall be deemed to have terminated as of the date of the giving of the Termination Notice, in the manner set forth in the second sentence of Section 11.4.

Section 11.6 Final 18 Months. Notwithstanding anything to the contrary in this Article 11, if any damage during the final 24 months of the Term renders the Premises wholly untenable, either Landlord or Tenant may terminate this Lease by notice to the other party within 30 days after the occurrence of such damage and this Lease shall expire on the 30th day after the date of such notice. For purposes of this Section 11.6, the Premises shall be deemed wholly untenable if Tenant shall be precluded from using more than 25% of the Premises for the conduct of its business and Tenant's inability to so use the Premises is reasonably expected to continue for more than 90 days.

Section 11.7 Landlord's Liability. Any Building employee to whom any property shall be entrusted by or on behalf of Tenant shall be deemed to be acting as Tenant's agent with respect to such property and neither Landlord nor its agents shall be liable for any damage to such property, or for the loss of or damage to any property of Tenant by theft or otherwise. None of the Insured Parties shall be liable for any injury or damage to persons or property or interruption of Tenant's business resulting from fire or other casualty, any damage caused by other tenants or persons in the Building or by construction of any private, public or quasi-public work, or any latent defect in the Premises or in the Building (except that Landlord shall be required to repair the same to the extent provided in Article 6). No penalty shall accrue for delays which may arise by reason of adjustment of fire insurance on the part of Landlord or Tenant, or for any Unavoidable Delays arising from any repair or restoration of any portion of the Building, provided that Landlord shall use reasonable efforts to minimize interference with Tenant's use and occupancy of the Premises during the performance of any such repair or restoration.

ARTICLE 12

EMINENT DOMAIN

Section 12.1 Taking.

(a) Total Taking. If all or substantially all of the Real Property, the Building or the Premises shall be acquired or condemned for any public or quasi-public purpose (a

"Taking"), this Lease shall terminate and the Term shall end as of the date of the vesting of title and Rent shall be prorated and adjusted as of such date.

(b) Partial Taking. Upon a Taking of only a part of the Real Property, the Building or the Premises then, except as hereinafter provided in this Article 12, this Lease shall continue in full force and effect, provided that from and after the date of the vesting of title, Fixed Rent and Tenant's Proportionate Share shall be modified to reflect the reduction of the Premises and/or the Building as a result of such Taking.

(c) Landlord's Termination Right. Whether or not the Premises are affected, Landlord may, by notice to Tenant, within 60 days following the date upon which Landlord receives notice of the Taking of all or a portion of the Real Property, the Building or the Premises, terminate this Lease, provided that Landlord elects to terminate leases (including this Lease) affecting at least 50% of the rentable area of the Building.

(d) Tenant's Termination Right. If the part of the Real Property so Taken contains more than 20% of the total area of the Premises occupied by Tenant immediately prior to such Taking, or if, by reason of such Taking, Tenant no longer has reasonable means of access to the Premises, Tenant may terminate this Lease by notice to Landlord given within 30 days following the date upon which Tenant is given notice of such Taking. If Tenant so notifies Landlord, this Lease shall end and expire upon the 30th day following the giving of such notice. If a part of the Premises shall be so Taken and this Lease is not terminated in accordance with this Section 12.1 Landlord, without being required to spend more than it collects as an award, shall, subject to the provisions of any Mortgage or Superior Lease, restore that part of the Premises not so Taken to a self-contained rental unit substantially equivalent (with respect to character, quality, appearance and services) to that which existed immediately prior to such Taking, excluding Tenant's Property and Specialty Alterations.

(e) Apportionment of Rent. Upon any termination of this Lease pursuant to the provisions of this Article 12, Rent shall be apportioned as of, and shall be paid or refunded up to and including, the date of such termination.

Section 12.2 Awards. Upon any Taking, Landlord shall receive the entire award for any such Taking, and Tenant shall have no claim against Landlord for the value of any unexpired portion of the Term or Tenant's Alterations; and Tenant hereby assigns to Landlord all of its right in and to such award. Nothing contained in this Article 12 shall be deemed to prevent Tenant from making a separate claim in any condemnation proceedings, provided any such award is in addition to, and does not result in a reduction of, the award made to Landlord.

Section 12.3 Temporary Taking. If all or any part of the Premises is Taken temporarily during the Term for any public or quasi-public use or purpose, Tenant shall give prompt notice to Landlord and the Term shall not be reduced or affected in any way and Tenant shall continue to pay all Rent payable by Tenant without reduction or abatement and to perform all of its other obligations under this Lease, except to the extent prevented from doing so by the condemning authority, and Tenant shall be entitled to receive any award or payment from the condemning authority for such use, which shall be received, held and applied by Tenant as a trust fund for payment of the Rent falling due.

ARTICLE 13

ASSIGNMENT AND SUBLETTING

Section 13.1 Consent Requirements.

(a) No Transfers. Except as expressly set forth herein, Tenant shall not assign, mortgage, pledge, encumber, or otherwise transfer this Lease, whether by operation of law or otherwise, and shall not sublet, or permit, or suffer the Premises to be used or occupied by others (whether for desk space, mailing privileges or otherwise), without Landlord's prior consent in each instance. Tenant shall in no event be permitted to sublet less than the entire Premises. Any assignment, sublease, mortgage, pledge, encumbrance or transfer in contravention of the provisions of this Article 13 shall be void and shall constitute an Event of Default.

(b) Collection of Rent. If, without Landlord's consent, this Lease is assigned, or any part of the Premises is sublet or occupied by anyone other than Tenant or this Lease is encumbered (by operation of law or otherwise), Landlord may collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the Rent herein reserved. No such collection shall be deemed a waiver of the provisions of this Article 13, an acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the performance of Tenant's covenants hereunder, and in all cases Tenant shall remain fully liable for its obligations under this Lease.

(c) Further Assignment/Subletting. Landlord's consent to any assignment or subletting shall not relieve Tenant from the obligation to obtain Landlord's consent to any further assignment or subletting. In no event shall any permitted subtenant assign or encumber its sublease or further sublet any portion of its sublet space, or otherwise suffer or permit any portion of the sublet space to be used or occupied by others.

Section 13.2 Tenant's Notice. If Tenant desires to assign this Lease or sublet the Premises, Tenant shall give notice thereof to Landlord, which shall be accompanied by (a) with respect to an assignment of this Lease, the date Tenant desires the assignment to be effective, and (b) with respect to a sublet of the Premises, the commencement date of such sublease.

Section 13.3 Conditions to Assignment/Subletting. Landlord's consent to a proposed subletting of the entire Premises shall be granted or denied in Landlord's sole and absolute discretion, which should not be unreasonably withheld as the case may be, within 30 days after Landlord's receipt of (i) a true and complete statement reasonably detailing the identity of the proposed assignee or subtenant (a "Transferee"), the nature of its business and its proposed use of the Premises, (ii) current financial information with respect to the proposed assignee or subtenant, including its most recent financial statements, and (iii) any other information Landlord may reasonably request.

(d) With respect to each and every subletting and/or assignment approved by Landlord under the provisions of this Lease:

(i) the form of the proposed assignment or sublease shall be reasonably satisfactory to Landlord;

(ii) no sublease shall be for a term ending later than one day prior to the Expiration Date;

(iii) no Transferee shall take possession of any part of the Premises, until an executed counterpart of such sublease or assignment has been delivered to Landlord and approved by Landlord;

(iv) if an Event of Default occurs prior to the effective date of such assignment or subletting, then Landlord's consent thereto, if previously granted, shall be immediately deemed revoked without further notice to Tenant, and any such assignment or subletting shall constitute a further Event of Default hereunder;

(v) each sublease shall be subject and subordinate to this Lease and to the matters to which this Lease is or shall be subordinate; and Tenant and each Transferee shall be deemed to have agreed that upon the occurrence and during the continuation of an Event of Default hereunder, Tenant has hereby assigned to Landlord, and Landlord may, at its option, accept such assignment of, all right, title and interest of Tenant as sublandlord under such sublease, together with all modifications, extensions and renewals thereof then in effect and such Transferee shall, at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease, except that Landlord shall not be (i) liable for any previous act or omission of Tenant under such sublease, (ii) subject to any counterclaim, offset or defense not expressly provided in such sublease, which theretofore accrued to such Transferee against Tenant, (iii) bound by any previous modification of such sublease not consented to by Landlord or by any prepayment of more than one month's rent, (iv) bound to return such Transferee's security deposit, if any, except to the extent Landlord shall receive actual possession of such deposit or credit for such deposit at closing and such Transferee shall be entitled to the return of all or any portion of such deposit under the terms of its sublease, or (v) obligated to make any payment to or on behalf of such Transferee, or to perform any work in the subleased space or the Building, or in any way to prepare the subleased space for occupancy, beyond Landlord's obligations under this Lease. The provisions of this Section 13.3(b)(v) shall be self-operative, and no further instrument shall be required to give effect to this provision, provided that the Transferee shall execute and deliver to Landlord any instruments Landlord may reasonably request to evidence and confirm such subordination and attornment; and

(vi) Tenant shall, upon demand, reimburse Landlord for all reasonable out-of-pocket expenses incurred by Landlord in connection with such assignment or sublease, including any investigations as to the acceptability of the proposed assignee or subtenant, reviewing any plans and specifications for Alterations proposed to be made in connection therewith, and all legal costs reasonably incurred in connection with the granting of any requested consent. (legal fees not to exceed \$2500.00 per sublet or assignment.)

Section 13.4 Binding on Tenant; Indemnification of Landlord. Notwithstanding any assignment or subletting or any acceptance of rent by Landlord from any Transferee, Tenant and any guarantor shall remain fully liable for the payment of all Rent due and for the performance of all the covenants, terms and conditions contained in this Lease on Tenant's part to be observed and performed, and any default under any term, covenant or condition of this Lease by any Transferee or anyone claiming under or through any Transferee shall be deemed to be a default under this Lease by Tenant. Tenant shall indemnify, defend, protect and hold harmless Landlord from and against any and all Losses resulting from any claims that may be made against Landlord by the Transferee or anyone claiming under or through any Transferee

or by any brokers or other persons or entities claiming a commission or similar compensation in connection with the proposed assignment or sublease, irrespective of whether Landlord shall give or decline to give its consent to any proposed assignment or sublease, or if Landlord shall exercise any of its options under this Article 13.

Section 13.5 Tenant's Failure to Complete. If Landlord consents to a proposed assignment or sublease and Tenant fails to execute and deliver to Landlord such assignment or sublease within 90 days after the giving of such consent, then Tenant shall again comply with all of the provisions and conditions of Sections 13.2 and 13.3 before assigning this Lease or subletting the Premises.

Section 13.6 Profits. If Tenant enters into any assignment or sublease consented to by Landlord, Tenant shall, within 60 days of Landlord's consent to such assignment or sublease (or if such assignment or sublease is permitted hereunder without Landlord's prior consent, within 60 days of the effective date of such assignment or sublease), deliver to Landlord a list of Tenant's reasonable third-party brokerage fees, legal fees and architectural fees paid or to be paid in connection with such transaction and, in the case of any sublease, any actual costs incurred by Tenant in separately demising the sublet space (collectively, "Transaction Costs"), together with a list of all of Tenant's Property to be transferred to such Transferee. The Transaction Costs shall be amortized, on a straight-line basis, over the term of any sublease. Tenant shall deliver to Landlord evidence of the payment of such Transaction Costs promptly after the same are paid. In consideration of such assignment or subletting, Tenant shall pay to Landlord:

(a) In the case of an assignment, on the effective date of the assignment, 20% of all sums and other consideration paid to Tenant by the Transferee for or by reason of such assignment (including key money, bonus money and any sums paid for services rendered by Tenant to the Transferee in excess of the fair market value for such services and sums paid for the sale or rental of Tenant's Property, less the then fair market or rental value thereof, as reasonably determined by Landlord) after first deducting the Transaction Costs; or

(b) In the case of a sublease, 50% of any consideration payable under the sublease to Tenant by the Transferee which exceeds the Fixed Rent and Additional Rent accruing during the term of the sublease (together with any sums paid for services rendered by Tenant to the Transferee in excess of the fair market value for such services and sums paid for the sale or rental of Tenant's Property, less the then fair market or rental value thereof, as reasonably determined by Landlord) after first deducting the monthly amortized amount of Transaction Costs. The sums payable under this clause shall be paid by Tenant to Landlord monthly as and when paid by the subtenant to Tenant.

The amount payable under this Section 13.7 with respect to any particular Transfer is sometimes referred to herein as the "Transfer Premium." Landlord or its authorized representatives shall have the right at all reasonable times to audit the books, records and papers of Tenant relating to any Transfer, and shall have the right to make copies thereof. If the Transfer Premium respecting any Transfer shall be found understated, such event shall, at Landlord's option, be deemed to be an Event of Default and Tenant shall, within 30 days after demand, pay the deficiency, and if understated by more than 2%, Landlord's costs of such audit.

Section 13.7 Transfers.

(a) **Related Entities.** If Tenant is a legal entity, the transfer (by one or more transfers), directly or indirectly, by operation of law or otherwise, of a majority of the stock or other beneficial ownership interest in Tenant or of all or substantially all of the assets of Tenant (collectively "Ownership Interests") shall be deemed a voluntary assignment of this Lease; provided, however, that the provisions of this Article 13 shall not apply to the transfer of Ownership Interests in Tenant if and so long as Tenant is publicly traded on a nationally recognized stock exchange or provided that John Fraser equity holders and in operation of tenant. For purposes of this Article the term "transfers" shall be deemed to include (x) the issuance of new Ownership Interests which results in a majority of the Ownership Interests in Tenant being held by a person or entity which does not hold a majority of the Ownership Interests in Tenant on the Effective Date, (y) the sale or mortgage of more than 50% of Tenant's net assets, and (z) except as provided below, the sale or transfer of all or substantially all of the assets of Tenant in one or more transactions and the merger or consolidation or conversion of Tenant into or with another business entity.

(b) **Mergers; Consolidations.** Notwithstanding the provisions of Section 13.1, Landlord will not unreasonably withhold its consent to an assignment of this Lease in connection with the sale or transfer of all or substantially all of the assets of Tenant in one or more transactions or transactions with an entity into or with which Tenant is merged or consolidated so long as (i) such entity shall agree with Landlord to be bound by all of the obligations of Tenant hereunder; (ii) such assignment shall not relieve Tenant of any of its obligations hereunder; (iii) such transfer was made for a legitimate independent business purpose and not for the purpose of transferring this Lease; (iv) the successor to Tenant has a net worth computed in accordance with generally accepted accounting principles at least equal to the greater of (A) the net worth of Tenant immediately prior to such merger or consolidation, and (B) the net worth of the original Tenant on the date of this Lease; (v) in Landlord's reasonable judgment such entity has the business experience and good reputation necessary to conduct the business permitted hereunder in a manner consistent with the high quality of Tenant named herein, and is of a character which is in keeping with the standards for the Building and the occupancy thereof; (vi) any such transfer shall be subject and subordinate to all of the terms and provisions of this Lease, and the Transferee shall assume, in a written document reasonably satisfactory to Landlord and delivered to Landlord upon or prior to the effective date of such transfer, all the obligations of Tenant under this Lease; (vii) Tenant and any guarantor shall remain fully liable for all obligations to be performed by Tenant under this Lease; and (viii) such transfer does not cause Landlord to be in default under any existing lease at the Real Property.

(c) **Affiliates.** Notwithstanding the provisions of Section 13.1, Landlord will not unreasonably withhold its consent to an assignment of this Lease to an Affiliate of Tenant (but only for such period of time as such person or entity remains an Affiliate of Tenant), it being agreed that the subsequent transfer of Control, or any other transaction(s) which have the overall effect that such person or entity ceases to be such an Affiliate of Tenant, shall be treated as if such transfer or transaction(s) were, for all purposes, an assignment of this Lease to a third party not an Affiliate of Tenant governed by the provisions of this Article 13.

(d) **Applicability.** The limitations set forth in this Section 13.7 shall apply to any assignee or subtenant Transferee(s) and guarantor(s) of this Lease, if any, and any transfer by any such entity in violation of this Section 13.7 shall be a transfer in violation of Section 13.1.

(e) Modifications, Takeover Agreements. Any modification, amendment or extension of a sublease and/or any other agreement by which a landlord of a building other than the Building (or its affiliate) agrees to assume the obligations of Tenant under this Lease shall be deemed a sublease for the purposes of Section 13.1 hereof.

Section 13.8 Assumption of Obligations. No assignment or transfer shall be effective unless and until the Transferee executes, acknowledges and delivers to Landlord an agreement in form and substance reasonably satisfactory to Landlord whereby the assignee (a) assumes Tenant's obligations under this Lease and (b) agrees that, notwithstanding such assignment or transfer, the provisions of Section 13.1 hereof shall be binding upon it in respect of all future assignments and transfers.

Section 13.9 Tenant's Liability. The joint and several liability of Tenant and any successors-in-interest of Tenant and the due performance of Tenant's obligations under this Lease shall not be discharged, released or impaired by any agreement or stipulation made by Landlord, or any grantee or assignee of Landlord, extending the time, or modifying any of the terms and provisions of this Lease, or by any waiver or failure of Landlord, or any grantee or assignee of Landlord, to enforce any of the terms and provisions of this Lease. Existing Guarantors may be released by Landlord provided a suitable replacement Guarantor, approved by the Landlord executes a similar Guarantee as made a part hereof.

Section 13.10 Listings in Building Directory. Intentionally omitted.

Section 13.11 Lease Disaffirmance or Rejection. If at any time after an assignment by Tenant named herein, this Lease is not affirmed or is rejected in any bankruptcy proceeding or any similar proceeding, or upon a termination of this Lease due to any such proceeding, Tenant named herein, upon request of Landlord given after such disaffirmance, rejection or termination (and actual notice thereof to Landlord in the event of a disaffirmance or rejection or in the event of termination other than by act of Landlord), shall (a) pay to Landlord all Rent and other charges due and owing by the assignee to Landlord under this Lease to and including the date of such disaffirmance, rejection or termination, and (b) as "tenant," enter into a new lease of the Premises with Landlord for a term commencing on the effective date of such disaffirmance, rejection or termination and ending on the Expiration Date, at the same Rent and upon the then executory terms, covenants and conditions contained in this Lease, except that (i) the rights of Tenant named herein under the new lease shall be subject to the possessory rights of the assignee under this Lease and the possessory rights of any persons or entities claiming through or under such assignee or by virtue of any statute or of any order of any court, (ii) such new lease shall require all defaults existing under this Lease to be cured by Tenant named herein with due diligence, and (iii) such new lease shall require Tenant named herein to pay all Rent which, had this Lease not been so disaffirmed, rejected or terminated, would have become due under the provisions of this Lease after the date of such disaffirmance, rejection or termination with respect to any period prior thereto. If Tenant named herein defaults in its obligations to enter into such new lease for a period of 10 days after Landlord's request, then, in addition to all other rights and remedies by reason of default, either at law or in equity, Landlord shall have the same rights and remedies against Tenant named herein as if it had entered into such new lease and such new lease had thereafter been terminated as of the commencement date thereof by reason of Tenant's default thereunder.

ARTICLE 14

ACCESS TO PREMISES

Section 14.1 Landlord's Access. (a) Landlord, Landlord's agents and utility service providers servicing the Building may erect, use and maintain concealed ducts, pipes and conduits in and through the Premises provided such use does not cause the usable area of the Premises to be reduced beyond a de minimis amount. Landlord, at its own cost, shall promptly repair any damage to the Premises caused by any work performed pursuant to this Article 14.

(b) Landlord, any Lessor or Mortgagee and any other party designated by Landlord and their respective agents shall have the right to enter the Premises at all reasonable times, upon reasonable notice (which notice may be oral) except in the case of emergency, to examine the Premises, to show the Premises to prospective purchasers, Mortgagees, Lessors or tenants and their respective agents and representatives or others to perform Restorative Work to the Premises or the Building.

(c) All parts (except surfaces facing the interior of the Premises) of all walls, windows and doors bounding the Premises, all balconies, terraces and roofs adjacent to the Premises, all space in or adjacent to the Premises used for shafts, stacks, stairways, mail chutes, conduits and other mechanical facilities, Building Systems, Building facilities and Common Areas are not part of the Premises, and Landlord shall have the use thereof and access thereto through the Premises for the purposes of Building operation, maintenance, alteration and repair.

(d) In entering the Premises pursuant to this Section 14.1, Landlord shall use reasonable efforts to minimize interference with Tenant's use and occupancy of the Premises during any such entry.

Section 14.2 Building Name. Landlord has the right at any time to change the name, number or designation by which the Building is commonly known.

Section 14.3 Light and Air. If at any time any windows of the Premises are temporarily darkened or covered over by reason of any Restorative Work, any of such windows are permanently darkened or covered over due to any Requirement or there is otherwise a diminution of light, air or view by another structure which may hereafter be erected (whether or not by Landlord), Landlord shall not be liable for any damages and Tenant shall not be entitled to any compensation or abatement of any Rent, nor shall the same release Tenant from its obligations hereunder or constitute an actual or constructive eviction.

ARTICLE 15

DEFAULT

Section 15.1 Tenant's Defaults. Each of the following events shall be an "Event of Default" hereunder:

(a) Tenant fails to pay when due any installment of Rent and such default shall continue for 5 days after notice of such default is given to Tenant, except that if Landlord shall have given two such notices of default in the payment of any Rent in any 12-month period, Tenant shall not be entitled to any further notice of its delinquency in the payment of any Rent or an extended period in which to make payment until such time as 12 consecutive months shall have elapsed without Tenant having failed to make any such payment when due, and the occurrence of any default in the payment of any Rent within such 12-month period after the giving of 2 such notices shall constitute an Event of Default; or

(b) Tenant fails to observe or perform any other term, covenant or condition of this Lease and such failure continues for more than 30 days (15 Days with respect to a default under Articles 3 and 26) after notice by Landlord to Tenant of such default, or if such default (other than a default under Articles 3 and 26) is of a nature that it cannot be completely remedied within 30 days (15 Days with respect to a default under Articles 3 and 26), failure by Tenant to commence to remedy such failure within said 30 days (said 15 Days with respect to a default under Articles 3 and 26), and thereafter diligently prosecute to completion all steps necessary to remedy such default, provided in all events the same is completed within 90 days; or

(c) if Landlord applies or retains any part of the security held by it hereunder, and Tenant fails to deposit with Landlord the amount so applied or retained by Landlord, or to provide Landlord with a replacement Letter of Credit (as hereinafter defined), if applicable, within 5 days after notice by Landlord to Tenant stating the amount applied or retained;

(d) if the Premises or a substantial portion thereof shall become vacated, deserted or abandoned (and the fact that any of Tenant's Property remains in the Premises shall not be evidence that Tenant has not vacated, deserted or abandoned the Premises); or

(e) Tenant files a voluntary petition in bankruptcy or insolvency, or is adjudicated a bankrupt or insolvent, or files any petition or answer seeking any reorganization, liquidation, dissolution or similar relief under any present or future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or makes an assignment for the benefit of creditors or seeks or consents to or acquiesces in the appointment of any trustee, receiver, liquidator or other similar official for Tenant or for all or any part of Tenant's property; or

(f) a court of competent jurisdiction shall enter an order, judgment or decree adjudicating Tenant bankrupt, or appointing a trustee, receiver or liquidator of Tenant, or of the whole or any substantial part of its property, without the consent of Tenant, or approving a petition filed against Tenant seeking reorganization or arrangement of Tenant under the bankruptcy laws of the United States, as now in effect or hereafter amended, or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof; or

(g) if Guarantor shall fail to perform any of its obligations when due under the Guaranty of Lease from the Guarantor in favor of Landlord, guarantying the payment and performance by Tenant of its obligations under this Lease; or

(h) Guarantor generally does not, or is unable to, or admits in writing its inability to, pay its debts as they become due or is subject to the filing of a petition, case or proceeding in bankruptcy.

Upon the occurrence of any one or more of such Events of Default, Landlord may, at its sole option, give to Tenant 5 days' notice of cancellation of this Lease (or of Tenant's possession of the Premises), in which event this Lease and the Term (or Tenant's possession of the Premises) shall terminate (whether or not the Term shall have commenced) with the same force and effect as if the date set forth in the notice was the Expiration Date stated herein; and Tenant shall then quit and surrender the Premises to Landlord, but Tenant shall remain liable for damages as provided in this Article 15. Any notice of cancellation of the Term (or Tenant's possession of the Premises) may be given simultaneously with any notice of default given to Tenant.

Section 15.2 Landlord's Remedies.

(a) Possession/Reletting. If any Event of Default occurs and this Lease and the Term, or Tenant's right to possession of the Premises, terminate as provided in Section 15.1:

(i) Surrender of Possession. Tenant shall quit and surrender the Premises to Landlord, and Landlord and its agents may immediately, or at any time after such termination, re-enter the Premises or any part thereof, without notice, either by summary proceedings, or by any other applicable action or proceeding, or by force (to the extent permitted by law) or otherwise in accordance with applicable legal proceedings (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Tenant and any other persons or entities from the Premises and remove any and all of their property and effects from the Premises.

(ii) Landlord's Reletting. Landlord, at Landlord's option, may relet all or any part of the Premises from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for any term ending before, on or after the Expiration Date, at such rental and upon such other conditions (which may include concessions and free rent periods) as Landlord, in its sole discretion, may determine. Landlord shall have no obligation to accept any tenant offered by Tenant and shall not be liable for failure to relet or, in the event of any such reletting, for failure to collect any rent due upon any such reletting; and no such failure shall relieve Tenant of, or otherwise affect, any liability under this Lease. However, to the extent required by law, Landlord shall use reasonable efforts to mitigate its damages but shall not be

required to divert prospective tenants from any other portions of the Building. Landlord, at Landlord's option, may make such alterations, decorations and other physical changes in and to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting any such liability.

(b) Tenant's Waiver. Tenant, on its own behalf and on behalf of all persons or entities claiming through or under Tenant, including all creditors, hereby waives all rights which Tenant and all such persons or entities might otherwise have under any Requirement (i) to the service of any notice of intention to re-enter or to institute legal proceedings, (ii) to redeem, or to re-enter or repossess the Premises, or (iii) to restore the operation of this Lease, after (A) Tenant shall have been dispossessed by judgment or by warrant of any court or judge, or (B) any expiration or early termination of the term of this Lease, whether such dispossession, expiration or termination shall be by operation of law or pursuant to the provisions of this Lease.

(c) Tenant's Breach. Upon the breach or threatened breach by Tenant, or any persons or entities claiming through or under Tenant, of any term, covenant or condition of this Lease, Landlord shall have the right to seek an injunction with a court of competent jurisdiction against such breach and to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Lease for such breach. The rights to invoke the remedies set forth above are cumulative and shall not preclude Landlord from invoking any other remedy allowed at law or in equity.

Section 15.3 Landlord's Damages.

(a) Amount of Damages. If this Lease and the Term, or Tenant's right to possession of the Premises, terminate as provided in Section 15.1, then:

(i) Tenant shall pay to Landlord all items of Rent payable under this Lease by Tenant to Landlord prior to the date of termination;

(ii) Landlord may retain all monies, if any, paid by Tenant to Landlord, whether as prepaid Rent, a security deposit or otherwise, which monies, to the extent not otherwise applied to amounts due and owing to Landlord, shall be credited by Landlord against any damages payable by Tenant to Landlord;

(iii) Tenant shall pay to Landlord, in monthly installments, on the days specified in this Lease for payment of installments of Fixed Rent, any Deficiency; it being understood that Landlord shall be entitled to recover the Deficiency from Tenant each month as the same shall arise, and no suit to collect the amount of the Deficiency for any month, shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar proceeding; and

(iv) whether or not Landlord shall have collected any monthly Deficiency, Tenant shall pay to Landlord, on demand, in lieu of any further Deficiency and as liquidated and agreed final damages, a sum equal to the amount by which the Rent for the period which otherwise would have constituted the unexpired portion of the Term (assuming the Additional Rent during such period to be the same as was payable for the year immediately preceding such termination or re-entry, increased in each succeeding year by 4% (on a compounded basis)) exceeds the then fair and reasonable rental value of the Premises, for the same period

(with both amounts being discounted to present value at a rate of interest equal to 2% below the then Base Rate) less the aggregate amount of Deficiencies theretofore collected by Landlord pursuant to the provisions of Section 15.3(a)(iii) for the same period. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Premises, or any part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed prima facie, to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting.

(b) Reletting. If the Premises, or any part thereof, shall be relet together with other space in the Building, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section 15.3. Tenant shall not be entitled to any rents collected or payable under any reletting, whether or not such rents exceeds the Fixed Rent reserved in this Lease. Nothing contained in Article 15 shall be deemed to limit or preclude the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages by any Requirement, or of any sums or damages to which Landlord may be entitled in addition to the damages set forth in this Section 15.3.

Section 15.4 Interest. If any payment of Rent is not paid when due, interest shall accrue on such payment, from the date such payment became due until paid at the Interest Rate. Tenant acknowledges that late payment by Tenant of Rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges, and late charges that may be imposed on Landlord by the terms of any note secured by a Mortgage covering the Premises. Therefore, in addition to interest, if any amount is not paid within 10 days of when due, a late charge equal to 4% of such amount shall be assessed, provided, however, that on 2 occasions during any calendar year of the Term, Landlord shall give Tenant notice of such late payment and Tenant shall have a period of 5 days thereafter in which to make such payment before any late charge is assessed. Such interest and late charges are separate and cumulative and are in addition to and shall not diminish or represent a substitute for any of Landlord's rights or remedies under any other provision of this Lease.

Section 15.5 Other Rights of Landlord. If Tenant fails to pay any Additional Rent when due, Landlord, in addition to any other right or remedy, shall have the same rights and remedies as in the case of a default by Tenant in the payment of Fixed Rent. If Tenant is in arrears in the payment of Rent, Tenant waives Tenant's right, if any, to designate the items against which any payments made by Tenant are to be credited, and Landlord may apply any payments made by Tenant to any items Landlord sees fit, regardless of any request by Tenant. Landlord reserves the right, without liability to Tenant and without constituting any claim of constructive eviction, to suspend furnishing or rendering to Tenant any overtime Building services or labor, materials or other property or services for which Tenant is obligated to pay a separate charge under this Lease, in the event that (but only for so long as) Tenant is in arrears in paying Landlord for such items for more than 30 days after notice from Landlord to Tenant demanding the payment of such arrears. Nothing construed herein above, shall be construed to permit Landlord by affirmative act, from shutting water service to the premises.

ARTICLE 16

LANDLORD'S RIGHT TO CURE; FEES AND EXPENSES

If Tenant defaults in the performance of its obligations under this Lease, Landlord, without waiving such default, may perform such obligations at Tenant's expense: (a) immediately, and without notice, in the case of emergency or if the default (i) materially interferes with the use by any other tenant of the Building, (ii) materially interferes with the efficient operation of the Building, (iii) results in a violation of any Requirement, or (iv) results or will result in a cancellation of any insurance policy maintained by Landlord, and (b) in any other case if such default continues after 10 days from the date Landlord gives notice of Landlord's intention to perform the defaulted obligation. All costs and expenses incurred by Landlord in connection with any such performance by it and all costs and expenses, including reasonable counsel fees and disbursements, incurred by Landlord as a result of any default by Tenant under this Lease or in any action or proceeding (including any unlawful detainer proceeding) brought by Landlord or in which Landlord is a party to enforce any obligation of Tenant under this Lease and/or right of Landlord in or to the Premises, shall be paid by Tenant to Landlord within ten (10) days of demand, with interest thereon at the Interest Rate from the date incurred by Landlord. Except as expressly provided to the contrary in this Lease, all costs and expenses which, pursuant to this Lease are incurred by Landlord and payable to Landlord by Tenant, and all charges, amounts and sums payable to Landlord by Tenant for any property, material, labor, utility or other services which, pursuant to this Lease or at the request and for the account of Tenant, are provided, furnished or rendered by Landlord, shall become due and payable by Tenant to Landlord within 10 Business Days after receipt of Landlord's invoice for such amount.

ARTICLE 17

NO REPRESENTATIONS BY LANDLORD; LANDLORD'S APPROVAL

Section 17.1 No Representations. Except as expressly set forth herein, Landlord and Landlord's agents have made no warranties, representations, statements or promises with respect to the Building, the Real Property or the Premises and no rights, easements or licenses are acquired by Tenant by implication or otherwise. Tenant is entering into this Lease after full investigation and is not relying upon any statement or representation made by Landlord not embodied in this Lease.

Section 17.2 No Money Damages. Wherever in this Lease Landlord's consent or approval is required, if Landlord refuses to grant such consent or approval, whether or not Landlord expressly agreed that such consent or approval would not be unreasonably withheld, Tenant shall not make or exercise, and Tenant hereby waives, any claim for money damages (including any claim by way of set-off, counterclaim or defense) and/or any right to terminate this Lease based upon Tenant's claim or assertion that Landlord unreasonably withheld or delayed its consent or approval except in the case that Landlord has maliciously or otherwise in bad faith withheld any such consent or approval. Landlord shall have no liability to Tenant for its refusal or failure to give such consent or approval in the absence of a judicial determination, not subject to appeal, of such malice or bad faith on the part of Landlord. Except as otherwise set forth in this paragraph, Tenant's sole remedy shall be an action or proceeding to enforce such provision, by specific performance, injunction or declaratory judgment. In no event shall

Landlord be liable for, and Tenant, on behalf of itself and all other Tenant Parties, hereby waives any claim for, any indirect, consequential or punitive damages, including loss of profits or business opportunity, arising under or in connection with this Lease.

Section 17.3 Reasonable Efforts. For purposes of this Lease, "reasonable efforts" by Landlord shall not include an obligation to employ contractors or labor at overtime or other premium pay rates or to incur any other overtime costs or additional expenses whatsoever.

ARTICLE 18

END OF TERM

Section 18.1 Expiration. Upon the expiration or other termination of this Lease, Tenant shall quit and surrender the Premises to Landlord vacant, broom clean and in good order and condition, ordinary wear and tear and damage for which Tenant is not responsible under the terms of this Lease excepted, and Tenant shall remove all of Tenant's Property and Tenant's Specialty Alterations as may be required pursuant to Article 5.

Section 18.2 Holdover Rent. Landlord and Tenant recognize that Landlord's damages resulting from Tenant's failure to timely surrender possession of the Premises may be substantial, may exceed the amount of the Rent payable hereunder, and will be impossible to accurately measure. Accordingly, if possession of the Premises is not surrendered to Landlord on the Expiration Date or sooner termination of this Lease, in addition to any other rights or remedies Landlord may have hereunder or at law, Tenant shall (a) pay to Landlord for each month (or any portion thereof) during which Tenant holds over in the Premises after the Expiration Date or sooner termination of this Lease, a sum equal to the greater of (i) with respect to the first period of such holdover, 1.5 times the Rent payable under this Lease for the last full calendar month of the Term, and (ii) with respect to the first 30 days of such holdover, 1.5 times, the rent per month Landlord is then asking for comparable space in the Building or, if no comparable space is then available in the Building, the fair market value of the Premises for such month (as reasonably determined by Landlord), (b) after the first 30 days of such holdover, be liable to Landlord for (i) any payment or rent concession which Landlord may be required to make to any tenant obtained by Landlord for all or any part of the Premises (a "New Tenant") in order to induce such New Tenant not to terminate its lease by reason of the holding-over by Tenant, and (ii) the loss of the benefit of the bargain if any New Tenant shall terminate its lease by reason of the holding-over by Tenant, and (c) after the first 30 days of such holdover, indemnify Landlord against all claims for damages by any New Tenant. No holding-over by Tenant, nor the payment to Landlord of the amounts specified above, shall operate to extend the Term hereof. Nothing herein contained shall be deemed to permit Tenant to retain possession of the Premises after the Expiration Date or sooner termination of this Lease, and no acceptance by Landlord of payments from Tenant after the Expiration Date or sooner termination of this Lease shall be deemed to be other than on account of the amount to be paid by Tenant in accordance with the provisions of this Section 18.2.

Section 18.3 Waiver of Stay. Tenant expressly waives, for itself and for any person or entity claiming through or under Tenant, any rights which Tenant or any such person or entity may have under the provisions of Section 2201 of the New York Civil Practice Law and Rules and of any successor Requirement of like import then in force, in connection with any holdover summary proceedings which Landlord may institute to enforce the foregoing provisions of this Article 18.

ARTICLE 19

QUIET ENJOYMENT

Provided this Lease is in full force and effect and no Event of Default then exists, Tenant may peaceably and quietly enjoy the Premises without hindrance by Landlord or any person lawfully claiming through or under Landlord, subject to the terms and conditions of this Lease and to all Superior Leases and Mortgages.

ARTICLE 20

NO SURRENDER; NO WAIVER

Section 20.1 No Surrender or Release. No act or thing done by Landlord or Landlord's agents or employees during the Term shall be deemed an acceptance of a surrender of the Premises, and no provision of this Lease shall be deemed to have been waived by Landlord, unless such waiver is in writing and is signed by Landlord.

Section 20.2 No Waiver. The failure of either party to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease, or any of the Rules and Regulations, shall not be construed as a waiver or relinquishment for the future performance of such obligations of this Lease or the Rules and Regulations, or of the right to exercise such election but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. The receipt by Landlord of any Rent payable pursuant to this Lease or any other sums with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than a payment on account of the earliest stipulated Rent (unless otherwise set forth in a writing, signed by Landlord and Tenant), or as Landlord may elect to apply such payment, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as 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 pursue any other remedy provided in this Lease.

ARTICLE 21

WAIVER OF TRIAL BY JURY; COUNTERCLAIM

Section 21.1 Jury Trial Waiver. LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS IN ANY WAY ARISING OUT OF OR CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE, EMERGENCY OR OTHERWISE.

Section 21.2 Waiver of Counterclaim. If Landlord commences any summary proceeding against Tenant, Tenant will not interpose any counterclaim of any nature or description in any such proceeding (unless failure to interpose such counterclaim would preclude Tenant from asserting in a separate action the claim which is the subject of such counterclaim), and will not seek to consolidate such proceeding with any other action which may have been or will be brought in any other court by Tenant.

ARTICLE 22

NOTICES

Except as otherwise expressly provided in this Lease, all consents, notices, demands, requests, approvals or other communications given under this Lease shall be in writing and shall be deemed sufficiently given or rendered if delivered by hand (provided a signed receipt is obtained) or if sent by registered or certified mail (return receipt requested) or by a nationally recognized overnight delivery service making receipted deliveries, addressed to Landlord and Tenant as set forth in Article 1, and to any Mortgagee or Lessor who shall require copies of notices and whose address is provided to Tenant, or to such other address(es) as Landlord, Tenant or any Mortgagee or Lessor may designate as its new address(es) for such purpose by notice given to the other in accordance with the provisions of this Article 22. Any such approval, consent, notice, demand, request or other communication shall be deemed to have been given on the date of receipted delivery, refusal to accept delivery or when delivery is first attempted but cannot be made due to a change of address for which no notice is given or 3 Business Days after it shall have been mailed as provided in this Article 22, whichever is earlier.

ARTICLE 23

RULES AND REGULATIONS

All Tenant Parties shall observe and comply with the Rules and Regulations, as supplemented or amended from time to time. Landlord reserves the right, from time to time, to adopt additional Rules and Regulations and to amend the Rules and Regulations then in effect. Nothing contained in this Lease shall impose upon Landlord any obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease against any other Building tenant, and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its employees, agents, visitors or licensees, provided that Landlord shall enforce any of the Rules and Regulations against Tenant in a non-discriminatory fashion.

ARTICLE 24

BROKER

Each of Landlord and Tenant represents and warrants to the other that neither it nor its agents have dealt with any broker in connection with this Lease other than **none**. Each of Landlord and Tenant shall indemnify, defend, protect and hold the other party harmless from and against any and all Losses which the indemnified party may incur by reason of any claim of or liability to any broker, finder or like agent arising out of any dealings claimed to have occurred

between the indemnifying party and the claimant in connection with this Lease, and/or the above representation being false.

ARTICLE 25

INDEMNITY

Section 25.1 Tenant's Indemnity. Tenant shall not do or permit to be done any act or thing upon the Premises or the Building which may subject Landlord to any liability or responsibility for injury, damages to persons or property or to any liability by reason of any violation of any Requirement, and shall exercise such control over the Premises as to fully protect Landlord against any such liability. Tenant shall indemnify, defend, protect and hold harmless each of the Indemnitees from and against any and all Losses, resulting from any claims (i) against the Indemnitees arising from any act, omission or negligence of (A) all Tenant Parties or (B) both Landlord and Tenant, provided, however, that Tenant's liability hereunder with respect to matters judicially determined to have arisen out of the negligence of Landlord, which determination shall not be subject to appeal, shall be limited to the amount of insurance coverage carried by Tenant pursuant to Article 11, (ii) against the Indemnitees arising from any accident, injury or damage caused to any person or to the property of any person and occurring in or about the Premises, and (iii) against the Indemnitees resulting from any breach, violation or nonperformance of any covenant, condition or agreement of this Lease on the part of Tenant to be fulfilled, kept, observed or performed.

Section 25.2 Landlord's Indemnity. Landlord shall indemnify, defend and hold harmless Tenant from and against all Losses incurred by Tenant arising from any accident, injury or damage whatsoever caused to any person or the property of any person in or about the Common Areas (specifically excluding the Premises) to the extent attributable to the gross negligence or willful misconduct of Landlord or its employees or agents.

Section 25.3 Defense and Settlement. If any claim, action or proceeding is made or brought against any Indemnitee, then upon demand by an Indemnitee, Tenant, at its sole cost and expense, shall resist or defend such claim, action or proceeding in the Indemnitee's name (if necessary), by attorneys approved by the Indemnitee, which approval shall not be unreasonably withheld (attorneys for Tenant's insurer shall be deemed approved for purposes of this Section 25.3). Notwithstanding the foregoing, an Indemnitee may retain its own attorneys to participate or assist in defending any claim, action or proceeding involving potential liability in excess of the amount available under Tenant's liability insurance carried under Section 11.1 for such claim and Tenant shall pay the reasonable fees and disbursements of such attorneys. If Tenant fails to diligently defend or if there is a legal conflict or other conflict of interest, then Landlord may retain separate counsel at Tenant's expense. Notwithstanding anything herein contained to the contrary, Tenant may direct the Indemnitee to settle any claim, suit or other proceeding provided that (a) such settlement shall involve no obligation on the part of the Indemnitee other than the payment of money, (b) any payments to be made pursuant to such settlement shall be paid in full exclusively by Tenant at the time such settlement is reached, (c) such settlement shall not require the Indemnitee to admit any liability, and (d) the Indemnitee shall have received an unconditional release from the other parties to such claim, suit or other proceeding.

ARTICLE 26

SHOP COVENANTS

Section 26.1 General Standards. Tenant covenants and agrees that at all times (a) the business to be conducted at, through and from the Premises and the kind and quality of services offered in the conduct thereof will be reputable in every respect. Notwithstanding the foregoing, Landlord agrees that Tenant may install (and maintain) a sign, in accordance with, and subject to, the provisions of this Article 26, subject to Landlord's approval of the size, color, material and manner of attachment of such sign.

Section 26.2 Specific Operating Covenants. Tenant further covenants and agrees that it will, at its sole cost and expense:

(a) Clean the windows and doors (including, in each case, the frames thereof) in the Premises and in the perimeter walls thereof whenever necessary.

(b) Keep the Premises clean; keep all toilets and locker rooms clean and sanitary; not permit garbage or waste materials to accumulate or become a nuisance; seal all refuse in plastic bags of adequate strength and size; maintain all garbage dumpsters in a clean and sanitary condition.

(c) Keep all glass in the Premises and in the perimeter walls thereof, the frames for such glass, and any lettering and ornamentation on such glass insured against damage (including temporary repairs) for the benefit of Landlord for the full replacement value thereof. Such insurance shall be effected by Tenant furnishing Landlord with a separate policy or policies for such glass insurance, in such form and placed with such insurance companies as may be approved by Landlord.

(d) Intentionally Omitted

(e) Not install or place any lettering, sign, advertisement or notice on the windows or doors or on the exterior of the Premises or the interior of the Premises in areas that are visible from the exterior of the Premises which is not (i) approved in writing by Landlord prior to installation, and (ii) in conformity with Landlord's standard sign and store front program for the Building, as such program may be modified by Landlord from time to time by notice to Tenant. Tenant shall remove from the Premises any such items installed without Landlord's approval, and if Tenant fails to do so promptly after notice from Landlord, Landlord may perform such work on Tenant's behalf, and Tenant shall pay all costs and expenses incurred by Landlord in so doing, as provided in Article 16. On or before the expiration or earlier termination of this Lease, Tenant shall remove all lettering, signs, advertisements and notices from the Premises.

(f) Not install, place or permit any awning or canopy on the perimeter walls of the Premises unless provided or approved by Landlord, and if so provided or approved, keep each such awning clean and in good order, repair and appearance to Landlord's reasonable satisfaction, including, whenever necessary in Landlord's reasonable judgment, the replacement of awning coverings with materials approved by Landlord. Where any such awning has been provided by Landlord, Landlord will make all repairs and replacements to the framework or mechanical parts thereof, at Tenant's expense.

(g) Intentionally Deleted.

(h) Intentionally Deleted

(di Intentionally Omitted.

(j) Intentionally Deleted.

(k) Provide and maintain in good working order during the Term a security system adequate to provide reasonable protection to the Premises, including a 24-hour direct response smoke, fire and burglary alarm system. If Tenant employs security guards at the Premises, under no circumstances shall such security guards carry firearms of any kind. Tenant understands that Landlord will not provide Tenant with any security guards or alarm or security systems of any kind or nature, and will have no liability or obligation to Tenant arising from any claims for loss, injury or damage to persons or property in connection therewith.

(l) As soon as practicable and in any event within twenty-four (24) hours after any exterior or interior glass (including mirrors) is broken or cracked, including any so-called "bulls eye" break in the glass, replace such glass with glass of the same kind and quality, and repair or replace the frames for such glass if necessary or desirable in Landlord's reasonable judgment, and if Tenant fails to do so promptly after notice from Landlord, Landlord may perform such work on Tenant's behalf, and Tenant shall pay all costs and expenses incurred by Landlord in so doing, as provided in Article 16.

(m) Intentionally Omitted.

(n) Intentionally Omitted.

(o) Not remove any trade fixtures or other contents of the Premises (other than inventory) prior to the Expiration Date without the prior consent of Landlord (which consent shall not be unreasonably withheld), except that Tenant may remove trade fixtures so long as Tenant promptly installs replacement trade fixtures at least equal in quality, value and function to those being removed.

(p) Not (i) place or maintain any merchandise or other articles in the concourse or in any other area outside of the Premises, or on the sidewalks, corridors or other common areas of the Building, nor (ii) receive or ship articles of any kind outside the designated loading areas for the Premises, nor (iii) permit the parking of vehicles so as to interfere with the use of any driveway, corridor, foot walk, parking area or other common area of the Building.

(q) Operate the Premises in a manner consistent with its location in a first class limited use building including the exercise of methods of crowd control, security and the prevention of prospective customers congregating in and about the Premises as may be required by Landlord. Tenant shall take all necessary steps to prevent prospective customers from entering, using, congregating in or causing a disturbance in the lobby area of the Building or in and around the sidewalk area outside of the Building, and Tenant shall cause all patrons to enter and leave the Premises through the separate exterior door exclusively serving the Premises, and shall ensure that no lines of patrons form outside the Premises.

(r) Intentionally Omitted.

(s) Not use, play or operate or permit to be used, played or operated any loudspeaker, sound making or sound reproducing device in the Premises, except in such manner and under such conditions so that no sound shall be heard outside of the Premises, and observe, comply with and adopt such means and precautions as Landlord may from time to time request in such connection.

(t) Intentionally Omitted.

(u) Not install or use any lighting equipment in or about the Premises which is visible from or casts light toward the exterior of the Premises without the prior written consent of Landlord.

Section 26.3 Intentionally Omitted.

Section 26.4 Breach by Tenant. Tenant acknowledges that damages resulting from any breach of the provisions of this Article 26 are difficult, if not impossible to ascertain and concedes that, among other remedies for such breach permitted by law or the provisions of this Lease, Landlord shall be entitled to enjoin Tenant from any violation hereof.

Section 26.5 Gross Sales. Intentionally Omitted.

Section 26.6 Maintenance Covenants. Tenant further covenants and agrees that it will, at its sole cost and expense:

(a) Take all precautions to prevent any odors from emanating from the Premises, including the installation, as part of Tenant's Alterations, of such control devices as shall be reasonably prescribed by Landlord, and the establishment of effective control procedures, to eliminate such odors. If Tenant fails to take customary, reasonable action to minimize offensive odors, such odors, Landlord shall have the right, upon notice to Tenant, Landlord shall have the right to seek judicial intervention.

(b) Not use the utility waste lines and plumbing for any purpose other than for which they were constructed, and not permit any waste or other foreign substances to be thrown or drawn into the pipes. Tenant shall take all reasonable steps to prevent any greasy substance from entering the utility waste lines and plumbing of the Premises, including the installation, as part of the Initial Installations, and the maintenance thereafter, of suitable grease traps in all waste lines (and Tenant shall clear any blockage in the sewer line or lines servicing the Premises resulting from Tenant's operations, whether or not in violation of any provision hereof).

(c) Subject to Section 26.6(i), cause all of Tenant's waste, trash and rubbish to be deposited into, and stored in, appropriate containers to be stored within the Premises in a manner satisfactory to Landlord so that the Premises and the Building shall be maintained in a clean and slightly condition at all times, and cause all such waste, trash and rubbish to be regularly carted from the Premises in a manner satisfactory to Landlord so as to prevent the accumulation of the same, in accordance with the regulations of all Governmental Authorities. Tenant shall not encumber or obstruct, or permit to be encumbered or obstructed, the portion of the Building or of the sidewalk or street adjacent to or abutting the Premises. Tenant shall refrigerate all of its food waste and other perishable refuse, at its sole cost and expense, and comply with all requirements of Governmental Authorities and Landlord with respect to refrigeration of food waste and/or sorting or recycling of rubbish and refuse.

(d) Not permit Tenant's employees to enter the Building's lobby, or any floor above the Premises, unless expressly invited to such floor by a tenant of the Building, nor shall Tenant use any cart, wagon or similar conveyance for the sale and/or delivery of coffee or any other items inside the Building.

(e) Contract with an exterminator (which exterminator must first be approved by Landlord, which approval shall not be unreasonably withheld) to exterminate rodents, insects and other vermin on a regular basis as part of a program to keep the Premises free of rodents, insects and other vermin.

(f) Double bag all wet garbage, place same in containers that prevent the escape of vapors or odors and if required by Landlord in accordance with Section 10.3, store its garbage and transport same in sealed, watertight, rubber or plastic industrial-type containers having rubber wheels and bumpers so fashioned to prevent damage to the Premises and the Building.

(g) Obtain all permits required to conduct Tenant's business in the Premises by and in accordance with all Requirements.

(h) Not engage in any unethical method of business operation.

(i) Not use or permit to be used the sidewalks or other space outside the Premises for any display, sale or similar undertaking or storage.

ARTICLE 27

MISCELLANEOUS

Section 27.1 Delivery. This Lease shall not be binding upon Landlord or Tenant unless and until Landlord shall have executed and delivered a fully executed copy of this Lease to Tenant.

Section 27.2 Transfer of Real Property. Landlord's obligations under this Lease shall not be binding upon the Landlord named herein after the sale, conveyance, assignment or transfer (collectively, a "Transfer") by such Landlord (or upon any subsequent landlord after the Transfer by such subsequent landlord) of its interest in the Building or the Real Property, as the case may be, and in the event of any such Transfer, Landlord (and any such subsequent Landlord) shall be entirely freed and relieved of all covenants and obligations of Landlord hereunder arising from and after the date of Transfer, and the transferee of Landlord's interest (or that of such subsequent Landlord) in the Building or the Real Property, as the case may be, shall be deemed to have assumed all obligations under this Lease arising from and after the date of Transfer.

Section 27.3 Limitation on Liability. The liability of Landlord for Landlord's obligations under this Lease shall be limited to Landlord's interest in the Real Property and Tenant shall not look to any other property or assets of Landlord or the property or assets of any direct or indirect partner, member, manager, shareholder, director, officer, principal, employee or agent of Landlord (collectively, the "Parties") in seeking either to enforce Landlord's obligations under this Lease or to satisfy a judgment for Landlord's failure to perform such obligations; and none

of the Parties shall be personally liable for the performance of Landlord's obligations under this Lease.

Section 27.4 Rent. All amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated Fixed Rent, Tenant's Tax Payment, Tenant's Operating Payment, Additional Rent or Rent, shall constitute rent for the purposes of Section 502(b)(6) of the United States Bankruptcy Code.

Section 27.5 Entire Document. This Lease (including any Schedules and Exhibits referred to herein and all supplementary agreements provided for herein) contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Lease. All of the Schedules and Exhibits attached hereto are incorporated in and made a part of this Lease, provided that in the event of any inconsistency between the terms and provisions of this Lease and the terms and provisions of the Schedules and Exhibits hereto, the terms and provisions of this Lease shall control.

Section 27.6 Governing Law. This Lease shall be governed in all respects by the laws of the State of New York and venue at all times shall remain New York county.

Section 27.7 Unenforceability. If any provision of this Lease, or its application to any person or entity or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Lease or the application of such provision to any other person or entity or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

Section 27.8 Lease Disputes. (a) Tenant agrees that all disputes arising, directly or indirectly, out of or relating to this Lease, and all actions to enforce this Lease, shall be dealt with and adjudicated in the state courts of the State of New York or the federal courts for the Southern District of New York and for that purpose hereby expressly and irrevocably submits itself to the jurisdiction of such courts. Tenant agrees that so far as is permitted under applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action, other than service of process in one of the manners specified in this Lease, or as otherwise permitted by law, shall be necessary in order to confer jurisdiction upon it in any such court.

(b) To the extent that Tenant has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, Tenant irrevocably waives such immunity in respect of its obligations under this Lease.

Section 27.9 Landlord's Agent. Unless Landlord delivers notice to Tenant to the contrary, Landlord's Agent is authorized to act as Landlord's agent in connection with the performance of this Lease, and Tenant shall be entitled to rely upon correspondence received from Landlord's Agent. Tenant acknowledges that Landlord's Agent is acting solely as agent for Landlord in connection with the foregoing; and neither Landlord's Agent nor any of its direct or indirect partners, members, managers, officers, shareholders, directors, employees, principals, agents or representatives shall have any liability to Tenant in connection with the performance of this Lease, and Tenant waives any and all claims against any and all of such parties arising out of, or in any way connected with, this Lease, the Building or the Real Property.

Section 27.10 Estoppel. Within 7 days following request from Landlord, any Mortgagee or any Lessor, Tenant shall deliver to Landlord a statement executed and acknowledged by Tenant, in form reasonably satisfactory to Landlord, (a) stating the Commencement Date, the Rent Commencement Date and the Expiration Date, and that this Lease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (b) setting forth the date to which the Fixed Rent and any Additional Rent have been paid, together with the amount of monthly Fixed Rent and Additional, Rent then payable, (c) stating whether or not, to the best of Tenant's knowledge, Landlord is in default under this Lease, and, if Landlord is in default, setting forth the specific nature of all such defaults, (d) stating the amount of the security, if any, under this Lease, (e) stating whether there are any subleases or assignments affecting the Premises, (f) stating the address of Tenant to which all notices and communications under the Lease shall be sent, and (g) responding to any other matters reasonably requested by Landlord, such Mortgagee or such Lessor. Tenant acknowledges that any statement delivered pursuant to this Section 27.10 may be relied upon by any purchaser or owner of the Real Property or the Building, or all or any portion of Landlord's interest in the Real Property or the Building or any Superior Lease, or by any Mortgagee, or assignee thereof or by any Lessor, or assignee thereof.

Section 27.11 Certain Interpretational Rules. For purposes of this Lease, whenever the words "include", "includes", or "including" are used, they shall be deemed to be followed by the words "without limitation" and, whenever the circumstances or the context requires, the singular shall be construed as the plural, the masculine shall be construed as the feminine and/or the neuter and vice versa. This Lease shall be interpreted and enforced without the aid of any canon, custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provision in question. The captions in this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the intent of any provision hereof.

Section 27.12 Parties Bound. The terms, covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and, except as otherwise provided in this Lease, to their respective legal representatives, successors, and assigns.

Section 27.13 Memorandum of Lease. This Lease shall not be recorded; however, at Landlord's request, Landlord and Tenant shall promptly execute, acknowledge and deliver a memorandum with respect to this Lease sufficient for recording and Landlord may record the memorandum. Within 10 days after the end of the Term, Tenant shall enter into such documentation as is reasonably required by Landlord to remove the memorandum of record.

Section 27.14 Counterparts. This Lease may be executed in 2 or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument.

Section 27.15 Survival. All obligations and liabilities of Landlord or Tenant to the other which accrued before the expiration or other termination of this Lease, and all such obligations and liabilities which by their nature or under the circumstances can only be, or by the provisions of this Lease may be, performed after such expiration or other termination, shall survive the expiration or other termination of this Lease. Without limiting the generality of the foregoing, the rights and obligations of the parties with respect to any indemnity under this Lease, and with

respect to any Rent and any other amounts payable under this Lease, shall survive the expiration or other termination of this Lease.

Section 27.16 Inability to Perform. This Lease and the obligation of Tenant to pay Rent and to perform all of the other covenants and agreements of Tenant hereunder shall not be affected, impaired or excused by any Unavoidable Delays. Landlord shall use reasonable efforts to promptly notify Tenant of any Unavoidable Delay which prevents Landlord from fulfilling any of its obligations under this Lease.

Section 27.17 Vault Space. Notwithstanding anything contained in this Lease or indicated on any sketch, blueprint or plan, no vaults, vault space or other space outside the boundaries of the Real Property are included in the Premises. Landlord makes no representation as to the location of the boundaries of the Real Property. All vaults and vault space and all other space outside the boundaries of the Real Property which Tenant may be permitted to use or occupy are to be used or occupied under a revocable license. If any such license shall be revoked, or if the amount of such space shall be diminished as required by any Governmental Authority or by any public utility company, such revocation, diminution or requisition shall not (a) constitute an actual or constructive eviction, in whole or in part, (b) entitle Tenant to any abatement or diminution of Rent, (c) relieve Tenant from any of its obligations under this Lease, or (d) impose any liability upon Landlord. Any fee, tax or charge imposed by any Governmental Authority for any such vaults, vault space or other space occupied by Tenant shall be paid by Tenant.

Section 27.18 Adjacent Excavation; Shoring. If an excavation shall be made, or shall be authorized to be made, upon land adjacent to the Real Property, Tenant shall, upon notice, afford to the person or entity causing or authorized to cause such excavation license to enter upon the Premises for the purpose of doing such work as such person or entity shall deem necessary to preserve the wall of the Building from injury or damage and to support the same by proper foundations. In connection with such license, Tenant shall have no right to claim any damages or indemnity against Landlord, or diminution or abatement of Rent, provided that Tenant shall continue to have access to the Premises. Landlord shall use reasonable efforts to cause such person performing such excavation to (i) provide reasonable notice to Tenant prior to such entry, and (ii) minimize its interference with Tenant's use and occupancy of the Premises during such entry, provided that Landlord shall not be liable in any way to Tenant for any failure of such person to comply therewith. To the extent Tenant may be entitled to any compensation in connection with such excavation, Landlord shall endeavor (without liability of Landlord to Tenant) to assist Tenant in obtaining same.

Section 27.19 No Development Rights. Tenant acknowledges that it has no rights to any development rights, air rights or comparable rights appurtenant to the Real Property and Tenant consents, without further consideration, to any utilization of such rights by Landlord. Tenant shall promptly execute and deliver any instruments which may be requested by Landlord, including instruments merging zoning lots, evidencing such acknowledgment and consent. The provisions of this Section 27.19 shall be construed as an express waiver by Tenant of any interest Tenant may have as a "party in interest" (as such term is defined in Section 12-10 of Zoning Lot of the Zoning Resolution of the City of New York) in the Real Property.

Section 27.20 Intentionally Omitted.

ARTICLE 28

SECURITY DEPOSIT

Section 28.1 **Security Deposit.** Tenant shall deposit the Security Deposit with Landlord upon the execution of this Lease: \$50,000.00. \$25,000.00 by way of bank check or other certified funds at lease signing and the remaining \$25,000.00 balance to be paid on August 10, 2020. These funds (\$50,000.00) shall serve as security for the faithful performance and observance by Tenant of the terms, covenants and conditions of this Lease, including the surrender of possession of the Premises to Landlord as herein provided. Any interest earned on the Security Deposit shall be added to and become a part of the Security Deposit in all respects. Landlord shall have no obligation to cause said deposit to earn interest, to earn interest at any particular rate or to maximize the interest earned thereon. Landlord may commingle Tenant's Security Deposit with Landlord's other funds.

Section 28.2 **Application of Security.** If Tenant defaults in the payment or performance of any of the terms, covenants or conditions of this Lease, including the payment of Rent, Landlord may use, apply or retain the whole or any part of the Security Deposit and use, apply, or retain the whole or any part of such proceeds, as the case may be, to the extent required for the payment of any Rent or any other sum as to which Tenant is in default, including (i) any sum that Landlord may expend or may be required to expend by reason of Tenant's default, and (ii) any damages or Deficiency to which Landlord is entitled pursuant to this Lease or applicable Requirements, whether such damages or Deficiency accrues before or after summary proceedings or other reentry by Landlord. If Landlord uses, applies or retains any part of the Security Deposit, Tenant, upon demand, shall deposit with Landlord the amount so applied or retained so that Landlord shall have the full Security Deposit on hand at all times during the Term. If Tenant shall fully and faithfully comply with all of the terms, covenants and conditions of this Lease, the Security Deposit (or so much thereof as remains) shall be returned to Tenant after the Expiration Date and after delivery of possession of the Premises to Landlord in the manner required by this Lease. Tenant expressly agrees that Tenant shall have no right to apply any portion of the Security Deposit against any of Tenant's obligations to pay Rent hereunder.

Section 28.3 **Transfer.** Upon a sale of the Building or the Real Property or a leasing of the Building, or any financing of Landlord's interest therein, Landlord shall have the right to transfer the Security Deposit to the vendee, lessee or lender. Tenant shall look solely to the new landlord or lender for the return of such Security Deposit, and the provisions of this **Section 28.3** shall apply to every transfer or assignment made of the Security Deposit to a new landlord. Tenant will not assign or encumber, or attempt to assign or encumber, the Security Deposit, and neither Landlord nor its successors or assigns shall be bound by any such actual or attempted assignment or encumbrance.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

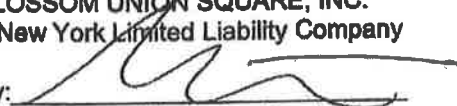
LANDLORD:

72 MANHATTAN REALTY LLC


By: Isaac Mandalaoui., Managing Member

TENANT:

BLOSSOM UNION SQUARE, INC.
a New York Limited Liability Company

By: 
Managing Member

ACKNOWLEDGMENT

STATE OF NEW YORK)
) s.s.:
COUNTY OF NEW YORK)

On this ___ day of _____, in the year 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT A

FLOOR PLAN

The floor plan which follows is intended solely to identify the general location of the Premises, and should not be used for any other purpose. All areas, dimensions and locations are approximate, and any physical conditions indicated may not exist as shown.

See Attached

EXHIBIT B

DEFINITIONS

Base Rate: The annual rate of interest publicly announced from time to time by Citibank, N.A., or its successor, in New York, New York as its "base rate" (or such other term as may be used by Citibank, N.A., from time to time, for the rate presently referred to as its "base rate").

Building Systems: The mechanical, electrical, plumbing, sanitary, sprinkler, heating, ventilation and air conditioning, security, life-safety, elevator and other service systems or facilities of the Building up to the point of connection of localized distribution to the Premises (excluding, however, supplemental HVAC systems of tenants, sprinklers and the horizontal distribution systems within and servicing the Premises and by which mechanical, electrical, plumbing, sanitary, heating, ventilating and air conditioning, security, life-safety and other service systems are distributed from the base Building risers, feeders, panelboards, etc. for provision of such services to the Premises).

Business Days: All days, excluding Saturdays, Sundays and Observed Holidays.

Code: The Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, as amended.

Common Areas: The lobby, plaza and sidewalk areas and other similar areas of general access and the areas on individual multi-tenant floors in the Building devoted to corridors, elevator lobbies, restrooms, and other similar facilities serving the Premises.

Comparable Buildings: First-class mixed use buildings of comparable age and quality in midtown Manhattan.

Cost Per Kilowatt Hour: (a) The total cost for electricity incurred by Landlord to service the Building during a particular billing period (including energy charges, demand charges, surcharges, time-of-day charges, fuel adjustment charges, rate adjustment charges, taxes, rebates and any other factors used by the public utility company or other provider in computing its charges to Landlord) during such period, divided by (b) the total kilowatt hours purchased by Landlord to provide electricity to the Building during such period.

Deficiency: The difference between (a) the Fixed Rent and Additional Rent for the period which otherwise would have constituted the unexpired portion of the Term (assuming the Additional Rent for each year thereof to be the same as was payable for the year immediately preceding such termination or re-entry), and (b) the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of the Lease for any part of such period (after first deducting from such rents all expenses incurred by Landlord in connection with the termination of this Lease, Landlord's re-entry upon the Premises and such reletting, including repossession costs, brokerage commissions, attorneys' fees and disbursements, and alteration costs).

Excluded Expenses: (a) leasing commissions and advertising expenses incurred in leasing or for procuring tenants for the Building; (b) the cost and expenses of repairs or replacements or other work incurred by reason of condemnation or fire or other casualty to the

extent that a condemnation award or insurance proceeds are recovered by Landlord therefor; (c) costs for services rendered (including supervisory) or performed directly for the account of tenants and for which a separate charge is made but then only to the extent that such work or service is in excess of any work or service Landlord, at its own expense, is obligated to furnish to or for Tenant under this Lease; (d) Taxes; (e) depreciation (provided, however, that such exclusion of depreciation shall not affect the inclusion in Operating Expenses of the amortized items included in Section 7.1(e)); (f) financing or refinancing costs or installments of principal and interest and any other sum due and payable under any Mortgage or other debt; (g) rent and other charges due and payable under any Superior Lease; (h) expenditures for the costs of performing capital improvements or painting, repainting, decoration or redecorating space leased to other tenants other than Tenant or available for lease for tenants other than Tenant to the extent that such work is in excess of any work Landlord is obligated to furnish (whether by completion of such work directly or making a payment, whether in cash or by rent credit, in lieu of such work) to or for Tenant at Landlord's expense; (i) any specific expenditure for which Landlord is directly reimbursed by any particular tenant (other than a general sharing, as through Operating Expense clauses) or other party, including any of its insurers; (j) the cost of Landlord's Work (if applicable); (k) legal, appraisal and accounting fees, disbursements and charges in connection with disputes with Tenant or other tenants in the Building; (l) costs imposed upon Landlord to cure violations or pay fines or penalties imposed on Landlord by Governmental Authorities having jurisdiction; (m) amounts paid to affiliates of Landlord in excess of commercially reasonable costs for those goods or services rendered by such affiliates; (n) overhead costs and expenses related to Landlord's home office unrelated to the Building; (o) costs for acquiring decorative works of fine art in excess of amounts typically spent for such items in Comparable Buildings, other than the cost of replacing, maintaining, providing security for and insuring such works of art; (p) capital expenditures other than those expressly included in Operating Expenses pursuant to Section 7.1(e); (q) damages awarded to another tenant in the Building against Landlord by reason of a breach of that lease by Landlord; (r) interest, fines, penalties or other late payment charges paid by Landlord as a result of Landlord's failure to make payments when due unless Landlord's failure to make such payments when due was in good faith; (s) rental for equipment ordinarily considered to be of a capital nature; and (t) costs of fireproofing removal and re-fireproofing.

Governmental Authority: The United States of America, the City of New York, County of New York, or State of New York, or any political subdivision, agency, department, commission, board, bureau or instrumentality of any of the foregoing, now existing or hereafter created, having jurisdiction over the Real Property.

Hazardous Materials: Any substances, materials or wastes currently or in the future deemed or defined in any Requirement as "hazardous substances," "toxic substances," "contaminants," "pollutants" or words of similar import.

HVAC System: The Building System designed to provide heating, ventilation and air conditioning.

Indemnitees: Landlord, Landlord's Agent, each Mortgagee and Lessor, and each of their respective direct and indirect partners, officers, shareholders, directors, members, managers, trustees, beneficiaries, employees, principals, contractors, licensees, invitees, servants, agents, and representatives

Institutional Owner: (a) Any bank, savings and loan association, savings institution, trust company or national banking association, acting for its own account or in a

fiduciary capacity, (b) any insurance company or pension and/or annuity company, (c) any pension, retirement or profit sharing trust or fund, (d) any government, any public employees' pension or retirement system, or any other government agency supervising the investment of public funds, (e) any investment banking, merchant banking or brokerage firm, (f) any college or university or (f) any other entity all of the equity owners of which are Institutional Owners..

Lease Year: The first Lease Year shall commence on the Commencement Date and shall end on the last day of the calendar month preceding the month in which the first anniversary of the Commencement Date occurs. Each succeeding Lease Year shall commence on the day following the end of the preceding Lease Year and shall extend for twelve consecutive months; provided, however, that the last Lease Year shall expire on the Expiration Date.

Lessor: A lessor under a Superior Lease.

Losses: Any and all losses, liabilities, damages, claims, judgments, fines, suits, demands, costs, interest and expenses of any kind or nature (including reasonable attorneys' fees and disbursements) incurred in connection with any claim, proceeding or judgment and the defense thereof, and including all costs of repairing any damage to the Premises or the Building or the appurtenances of any of the foregoing to which a particular indemnity and hold harmless agreement applies.

Mortgage(s): Any mortgage, trust indenture or other financing document which may now or hereafter affect the Premises, the Real Property, the Building or any Superior Lease and the leasehold interest created thereby, and all renewals, extensions, supplements, amendments, modifications, consolidations and replacements thereof or thereto, substitutions therefor, and advances made thereunder.

Mortgagee(s): Any mortgagee, trustee or other holder of a Mortgage.

Observed Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day plus days observed by the State of New York, the City of New York and the labor unions servicing the Building as holidays.

Ordinary Business Hours: 8:00 a.m. to 6:00 p.m. on Business Days.

Prohibited Use: Any use or occupancy of the Premises that in Landlord's reasonable judgment would: (a) cause damage to the Building or any equipment, facilities or other systems therein; (b) impair the appearance of the Building; (c) interfere with the efficient and economical maintenance, operation and repair of the Premises or the Building or the equipment, facilities or systems thereof; (d) adversely affect any service provided to, and/or the use and occupancy by, any Building tenant or occupants; (e) violate the certificate of occupancy issued for the Premises or the Building; (f) materially and adversely affect the first-class image of the Building or (g) result in protests or civil disorder or commotions at, or other disruptions of the normal business activities in, the Building. Prohibited Use also includes the use of any part of the Premises for: (i) -----omitted-----; (ii) the preparation, consumption, storage, manufacture or sale of liquor, tobacco or drugs; (iii) the business of photocopying, multilith or offset printing (except photocopying in connection with Tenant's own business); (iv) a school or classroom; (v) lodging or sleeping; (vi) the operation of retail facilities (meaning a business whose primary patronage arises from the generalized solicitation of the general public to visit Tenant's offices in person without a prior appointment) of a savings and loan association or retail facilities of any

financial, lending, securities brokerage or investment activity; (vii) a payroll office; (viii) a barber, beauty or manicure shop; (ix) an employment agency or similar enterprise; (x) offices of any Governmental Authority, any foreign government, the United Nations, or any agency or department of the foregoing; (xi) the manufacture, storage of merchandise or auction of merchandise, goods or property of any kind to the general public which could reasonably be expected to create a volume of pedestrian traffic substantially in excess of that normally encountered in the Premises; (xii) the rendering of medical, dental or other therapeutic or diagnostic services; or (xiii) any illegal purposes or any activity constituting a nuisance.

Requirements: All present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes and executive orders, extraordinary and ordinary of (i) all Governmental Authorities, including, without limitation, (A) the Americans With Disabilities Act, 42 U.S.C. §12101 (et seq.), New York City Local Law 58 of 1987, and (B) any law of like import, and all rules, regulations and government orders with respect thereto, and any of the foregoing relating to Hazardous Materials, environmental matters, public health and safety matters, and landmarks protection, (ii) any applicable fire rating bureau or other body exercising similar functions, affecting the Real Property or the maintenance, use or occupation thereof, or any street, avenue or sidewalk comprising a part of or in front thereof or any vault in or under the same, (iii) all requirements of all insurance bodies affecting the Premises, and (iv) utility service providers and (v) Mortgagees or Lessors. "Requirements" shall also include the terms and conditions of any certificate of occupancy issued for the Premises or the Building, and any other covenants, conditions or restrictions affecting the Building and/or the Real Property from time to time.

Rules and Regulations: The rules and regulations annexed to and made a part of this Lease as Exhibit D, as they may be modified from time to time by Landlord.

Specialty Alterations: Alterations which are not standard retail installations such as kitchens, executive bathrooms, raised computer floors, computer room installations, supplemental HVAC equipment, safe deposit boxes, vaults, libraries or file rooms requiring reinforcement of floors, internal staircases, slab penetrations, conveyors, dumbwaiters, and other Alterations of a similar character.

Substantial Completion: As to any construction performed by any party, "Substantial Completion" or "Substantially Completed" means that such work has been completed, as reasonably determined by Landlord's architect, in accordance with (a) the provisions of this Lease applicable thereto, (b) the plans and specifications for such work, and (c) all applicable Requirements, except for minor details of construction, decoration and mechanical adjustments, if any, the noncompletion of which does not materially interfere with Tenant's use of the Premises or which in accordance with good construction practice should be completed after the completion of other work in the Premises or the Building ("Punch List Items").

Superior Lease(s): Any ground or underlying lease of the Real Property or any part thereof heretofore or hereafter made by Landlord and all renewals, extensions, supplements, amendments, modifications, consolidations, and replacements thereof.

Tenant Delay: Any delay which results from any act or omission of any Tenant Party, including delays due to changes in or additions to, or interference with any work to be done by Landlord, or delays by Tenant in submission of information approving working drawings or estimates or giving authorizations or approvals.

Tenant Party: Tenant and any subtenants and occupants of the Premises and their respective agents, contractors, subcontractors, employees, invitees or licensees.

Tenant's Property: Tenant's movable fixtures and movable partitions, telephone and other equipment, computer systems, telecommunications data and other cabling, trade fixtures, furniture, furnishings, and other items of personal property which are removable without material damage to the Building.

Unavoidable Delays: Landlord's inability to fulfill or delay in fulfilling any of its obligations under this Lease expressly or impliedly to be performed by Landlord or Landlord's inability to make or delay in making any repairs, additions, alterations, improvements or decorations or Landlord's inability to supply or delay in supplying any equipment or fixtures, if Landlord's inability or delay is due to or arises by reason of strikes, labor troubles or by accident, or by any cause whatsoever beyond Landlord's reasonable control, including governmental preemption in connection with a national emergency, Requirements or shortages, or unavailability of labor, fuel, steam, water, electricity or materials, or delays caused by Tenant or other tenants, mechanical breakdown, acts of God, enemy action, civil commotion, fire or other casualty.

EXHIBIT C
LANDLORD'S WORK

The following work (unless otherwise specifically provided herein) shall be of material, manufacture, design, capacity, quality, finish and color of the standard adopted by Landlord for the Building and, where quantities are hereinafter specified, such quantities shall include any existing installations to the extent useable and used in the performance of such work.

None.

EXHIBIT D

RULES AND REGULATIONS

1. Nothing shall be attached to the outside walls of the Building. Other than Building standard blinds, no curtains, blinds, shades, screens or other obstructions shall be attached to or hung in or used in connection with any exterior window or entry door of the Premises, without the prior consent of Landlord.

2. No sign, advertisement, notice or other lettering visible from the exterior of the Premises shall be exhibited, inscribed, painted or affixed to any part of the Premises without the prior written consent of Landlord. All lettering on doors shall be inscribed, painted or affixed in a size, color and style acceptable to Landlord.

3. The grills, louvers, skylights, windows and doors that reflect or admit light and/or air into the Premises or Common Areas shall not be covered or obstructed by Tenant, nor shall any articles be placed on the window sills, radiators or convectors.

4. Intentionally Omitted.

5. The Common Areas shall not be obstructed or encumbered by any Tenant or used for any purposes other than ingress of egress to and from the Premises and for delivery of merchandise and equipment in a prompt and efficient manner, using elevators and passageways designated for such delivery by Landlord.

6. Except in those areas designated by Tenant as "security areas," all locks or bolts of any kind shall be operable by the Building's Master Key. No locks shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in locks or the mechanism thereof which shall make such locks inoperable by the Building's Master Key. Tenant shall, upon the termination of its Lease, deliver to Landlord all keys of stores, offices and lavatories, either furnished to or otherwise procured by Tenant and in the event of the loss of any keys furnished by Landlord, Tenant shall pay to Landlord the cost thereof.

7. Tenant shall keep the entrance door to the Premises closed at all times.

8. Intentionally Omitted.

9. All hand trucks shall be equipped with rubber tires, side guards and such other safeguards as Landlord may require.

10. No Tenant Party shall be permitted to have access to the Building's roof, mechanical, electrical or telephone rooms without prior permission from Landlord which shall not be unreasonably withheld.

11. Tenant shall not permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors, vibrations or interfere in any material way with other tenants in the subject building.

12. Intentionally Omitted.

13. Tenant shall store all its trash and recyclables within its Premises. No material shall be disposed of which may result in a violation of any Requirement. All refuse disposal shall be made only through entry ways and elevators provided for such purposes and at such times as Landlord shall designate. Tenant shall use the Building's hauler.

14. Tenant shall not deface any part of the Building. No boring, cutting or stringing of wires shall be permitted, except with prior consent of Landlord, and as Landlord may direct.

15. The water and wash closets, electrical closets, mechanical rooms, fire stairs and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed and no sweepings, rubbish, rags, acids or other substances shall be deposited therein. All damages resulting from any misuse of the fixtures shall be borne by Tenant where a Tenant Party caused the same.

16. Tenant, before closing and leaving the Premises at any time, shall see that all lights, water faucets, etc. are turned off. All entrance doors in the Premises shall be kept locked by Tenant when the Premises are not in use.

17. No bicycles, in-line roller skates, vehicles or animals of any kind (except for seeing eye dogs) shall be brought into or kept by any Tenant in or about the Premises or the Building.

18. Canvassing or soliciting in the Building is prohibited.

19. Employees of Landlord or Landlord's Agent shall not perform any work or do anything outside of the regular duties, unless under special instructions from the office of Landlord or in response to any emergency condition.

20. Tenant is responsible for the delivery and pick up of all mail from the United States Post Office.

21. Landlord reserves the right to exclude from the Building during other than Ordinary Business Hours all persons who do not present a valid Building pass. Tenant shall be responsible for all persons for whom a pass shall be issued at the request of Tenant and shall be liable to Landlord for all acts of such persons.

22. Tenant shall not use the Premises for any purpose that may be dangerous to persons or property, nor shall Tenant permit in, on or about the Premises or Building items that may be dangerous to persons or property, including, without limitation, firearms or other weapons (whether or not licensed or used by security guards) or any explosive or combustible articles or materials.

23. No smoking shall be permitted in, on or about the Premises, the Building or the Real Property.

24. Landlord shall not be responsible to Tenant or to any other person or entity for the non-observance or violation of these Rules and Regulations by any other tenant or other person or entity. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition to its occupancy of the Premises.

25. The review/alteration of Tenant drawings and/or specifications by Landlord's Agent and any of its representatives is not intended to verify Tenant's engineering or design requirements and/or solutions. The review/alteration is performed to determine compatibility with the Building Systems and lease conditions. Tenant renovations must adhere to the Building's applicable Standard Operating Procedures and be compatible with all Building Systems.

EXHIBIT E
APPROVED SIGNAGE

GUARANTY

1. **Guaranty.** The undersigned ("Guarantor") hereby guaranties to Lessor, in accordance with and pursuant to this Guaranty, the full and timely payment and performance of all of Tenant's obligations under the Lease to which the Guaranty is attached. Guarantor acknowledges that Lessor may make a recovery against Guarantor without Lessor first asserting, prosecuting, or exhausting any remedy or claim against Tenant. Guarantor acknowledges that this Guaranty is an absolute, unconditional and continuing guaranty of payment and performance and not merely of collection.

2. **Continuing Effect.** Guarantor's liability hereunder shall not be affected, modified, diminished, impaired or terminated by reason of any circumstance (other than to the extent of Guarantor's payment and performance hereunder) that would otherwise so affect, modify, diminish, impair or terminate Guarantor's liability hereunder (including, without limitation, (i) any modifications, renewals, extensions or amendments of the Lease, (ii) any bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship affecting Tenant, or (iii) the release or discharge of Tenant from the performance or observance of any of the terms of the Lease by operation of law or otherwise). Guarantor may terminate this Guarantee upon the following conditions:

- a) Guarantor provides Landlord Notice of Tenant's intent to vacate and surrender the subject premises prior to expiration of the Term of the lease, upon no less than 3 calendar months notice;
- b) Tenant delivers possession of the Subject premises to Landlord on the date of said notice, broom clean, free of all occupants, violations and personal property, in substantially the same condition as when rented, Normal wear and tear excepted;
- c) Tenant has paid all Rent, Additional Rent and other charges, and is not otherwise in default of the terms of the lease; and
- d) Tenant surrenders any claim to the Security Deposit.

3. **No Subrogation.** Guarantor shall have no right of subrogation to the rights of Lessor against Tenant by reason of any payments or acts of performance by Guarantor hereunder. Guarantors hereby waive any right to enforce any remedy which Guarantor now or hereafter has against Tenant by reason of any payments or acts of performance by Guarantor hereunder. Guarantor hereby subordinates any liability now or hereafter owed by Tenant to Guarantor or any affiliate of Guarantor to the obligations of Tenant to Lessor under the Lease.

4. **Legal Fees.** If Lessor employs counsel to validly enforce Lessor's rights hereunder, then Guarantor shall pay on demand all of Lessor's costs in connection therewith, whether or not suit be brought, including, without limitation, reasonable attorneys' fees and disbursements.

5. **General Provisions.** The provisions of this Guaranty shall be binding upon and shall inure to the benefit of Lessor and Guarantor and their respective successors and assigns. No waiver, modification or release of any provision of this Guaranty shall be effective unless in writing and signed by Lessor. The validity and enforcement of this Guaranty shall be governed by and construed in accordance

with the internal laws of the State of New York without regard to principles of conflicts of law. All remedies afforded to Lessor by reason of this Guaranty are separate and cumulative remedies.

IN WITNESS WHEREOF, Guarantor has duly executed and delivered this Guaranty as of the ____ day of July, 2020

GUARANTOR

Ronen Seri – 260 Park Avenue South, Apt 7H,
New York NY 10010
Ss# 090-70-9532

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

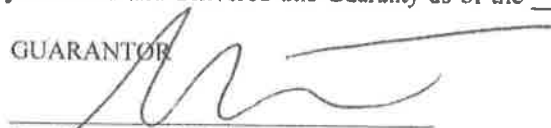
On the ____ day of July, in the year of 2020, before me, the undersigned, a notary public in and for said State, personally appeared -----, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

with the internal laws of the State of New York without regard to principles of conflicts of law. All remedies afforded to Lessor by reason of this Guaranty are separate and cumulative remedies.

IN WITNESS WHEREOF, Guarantor has duly executed and delivered this Guaranty as of the ___ day of July, 2020

GUARANTOR

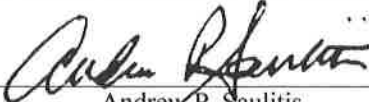

Ronen Seri – 260 Park Avenue South, Apt 7H,
New York NY 10010
Ss# 090-70-9532

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On the 29 day of July, in the year of 2020, before me, the undersigned, a notary public in and for said State, personally appeared _____, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

Acknowledged before me on July 29, 2020 in accordance with suspensions made to the Public Officer's Law, including provisions of Section 73 and Section 74, by Executive Order 202.6 of Governor Andrew M. Cuomo of the State of New York.



Andrew P. Saulitis

Notary Public, NYS Lic. No. 02SA6314673
Commission Exp. 11/10/2022



Serial Number:	
Applicant Name:	DBA:
Address:	County:
Mailing Address, if different:	Telephone #:
Current License Class/Code:	Proposed License Class/Code:
Is the premises located within 200 feet of a building occupied as a school, church, synagogue or other place of worship, which is located on the same street or avenue? Yes _____ No _____	

Required Documentation/Information:

- 1) License Fee and Filing Fee of the license sought (Refer to the Fee Chart) – this is the amount to be paid:

License Fee: _____ + Filing Fee: _____ = Total Due: _____

- 2) The following sections of the appropriate Retail Application and additional documents to be filed along with this form:
- a) Application for Alcoholic Beverage Control Retail License – On-Premises Application = pages 4 & 5; Grocery/Drug & Liquor/Wine Applications = page 2 & 3
 - b) 500' Law – On Premises Liquor license applicants only – provide the names and addresses of all on premises licensees within 500' of the proposed premises.
 - c) Statement of Area Plan
 - d) Establishment Questionnaire
 - e) Method of Operation
 - f) Applicant's Statement
 - g) Newspaper Affidavit
 - h) Liquor/Wine Store Questionnaire – This is required only for Liquor or Wine Stores
- 3) Submission of a new original bond, Form L-9, in the appropriate amount, with the full name, street address, city, county, state and zip code of the premises listed on the bond. The expiration date must cover the license period.
- 4) Block Plot Diagram (if the proposed license type is any On-Premises Liquor license) on 8 1/2" x 11" paper
- 5) Notice of Appearance (for applicants being assisted by an Attorney/Representative or Third Party)
- 6) List of Forms Currently on File

THE STANDARDIZED COMMUNITY BOARD/MUNICIPALITY NOTICE FORM AND PROOF OF MAILING MUST BE SUBMITTED WITH THIS APPLICATION
 Please note that per Section 110(b) of the ABC Law all on-premises applicants (whether applying for beer; beer & wine; or beer, wine & liquor) are required to notify the Municipality or Community Board at least 30 days prior to filing the application with the New York State Liquor Authority. (The Standardized Notice Form for providing a 30-Day Advance Notice to a Local Municipality or Community Board is available on our website, www.sla.ny.gov.)

If applying for a change in class from a Wine Store to a Liquor Store please provide your gross sales for the last 2 years. If you have not held the Wine Store license for 2 years when applying for the change in class, please provide the gross sales for the period of time you have held the license.

If you are currently licensed as a "Club" and applying for a license that will allow you to be open to the public, you must also provide Personal Questionnaires, color photos, proof of citizenship and photo identification for all principals. After application acceptance, all principals must be electronically fingerprinted (instructions will be provided on the application Filing Receipt and are also available on our website, www.sla.ny.gov).

Mail the completed application to: New York State Liquor Authority, Church Street Station, PO Box 3817, New York, NY 10008-3817

OFFICE USE ONLY BELOW:

Date Filed: _____ New Serial Number: _____

Approved or Disapproved _____ Licensing Board: _____ Date: _____



OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

LICENSE 29

APPLICATION FOR ALCOHOLIC BEVERAGE CONTROL RETAIL LICENSE (ON PREMISES)

It is not necessary to employ any person, agency or organization to assist you in filing this application. Beware of persons claiming to be able to assist you in securing action on your application. The payment of money or other thing of value for the use of influence, or promise of influence in obtaining a license is a violation of law and offenders will be prosecuted.

1. APPLICANT

Name of Applicant:
(e.g., Sole Proprietor, Partnership, Corporation, LLC, LLP, LP, etc.)

Trade Name(DBA): *(see instructions) ** must be provided if premises will be called by any name other than as listed in the "Name of Applicant"*

Premises Street Address:

City: _____, **NY** Zip Code:

County: _____ Telephone Number of Premises (include area code):

Mailing Address (if different than above):

City: _____ State: _____ Zip Code:

E-mail address (required):

Business Website:

2. CONTACT *(if different than applicant)*

Name of Contact: _____ Attorney Representative Contact Person

Office Address:

City: _____ State: _____ Zip Code:

Telephone Number of Office (include area code):

E-mail address (required):

3. For SEASONAL licenses only (select license date range): _____ to:

4. Number of ADDITIONAL BARS (if any):

5. Which season will the add bars operate:

6. Federal Tax ID Number:

7. Certificate of Authority to Collect NYS Sales Tax:

[OFFICE USE ONLY]			
DATE FILED:	<input type="text"/>	SERIAL #:	<input type="text"/>
Approved	<input type="radio"/>	Disapproved	<input type="radio"/>
	<input type="text"/>		<input type="text"/>
	License Board Member		Date

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

8. TO BE FILLED IN ONLY BY SOLE PROPRIETOR OR PARTNERS (attach additional sheets if necessary)

Name of Individual/Partner	Residence	Social Security #:	Date of Birth
Name of Individual/Partner	Residence	Social Security #:	Date of Birth
Name of Individual/Partner	Residence	Social Security #:	Date of Birth
Name of Individual/Partner	Residence	Social Security #:	Date of Birth

9. TO BE FILLED IN ONLY BY CORPORATION OR LLC/LLP APPLICANTS (attach additional sheets if necessary)

Please list the names and addresses of Principals (Stockholders, Officers, Directors, LLC Members/Managers, LLP Partners)

Name of Principal	Residence	Social Security #:
Title	No. of Shares if Corporation OR % of ownership if LLC or Partnership	Date of Birth
Name of Principal	Residence	Social Security #:
Title	No. of Shares if Corporation OR % of ownership if LLC or Partnership	Date of Birth
Name of Principal	Residence	Social Security #:
Title	No. of Shares if Corporation OR % of ownership if LLC or Partnership	Date of Birth
Name of Principal	Residence	Social Security #:
Title	No. of Shares if Corporation OR % of ownership if LLC or Partnership	Date of Birth

Note:

***If 10 or less shareholders,** list all stockholders, officers, directors, LLC members and LLC managers, if any. Provide Personal Questionnaires, proof of citizenship, copy of photo identification, original photo and fingerprints for all.

***If more than 10 shareholders,** list all shareholders owning 10% or more of any class of its shares. Also, include any officers, directors, shareholders, LLC members, LLC managers and trustees. Provide Personal Questionnaires, proof of citizenship, copy of photo identification, original photo and fingerprints for those individuals. Provide a listing of all other shareholders owning less than 10% interest. Include their name, home address, social security number, date of birth, shares or percentage of ownership, title, citizenship and any statutory disqualifications.

***Not-For-Profit Corporations,** list all principal officers and any director/trustee who is compensated on the license. Trustees/ Directors who are not compensated do not need to submit a Personal Questionnaire or fingerprints. However, the applicant must submit a list with the name and address of each such individual along with a statement that each such individual is eligible to hold a license. Applicants that have filed for a Club License only need to list a single individual as the Alcoholic Beverage Control Officer.

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

500 FOOT LAW STATEMENT

Applicants for on premises liquor licenses must complete this section (*Not required for on premises beer or wine applicants*)

If the location is subject to the 500 Foot Law, and no other exception applies, the license cannot be issued unless the State Liquor Authority makes an affirmative finding that it is in the public interest to issue the license.

The provisions of Section 64, 64-a, 64-b, 64-c and 64-d of the ABC Law require the Authority to consult with the municipality or community board prior to granting a license for **ANY ON PREMISES LIQUOR ESTABLISHMENTS** where such premises is located within a 500 foot radius of three or more on premises liquor establishments and the population of the municipality is 20,000 or more. The Authority is further required to conduct a public hearing, upon notice to the applicant and the municipality or the community board.

The Proposed Premises (*check the appropriate box below*):

IS NOT WITHIN A 500 FOOT RADIUS OF THREE OR MORE ESTABLISHMENTS HOLDING ON PREMISES LIQUOR LICENSES.

IS WITHIN A 500 FOOT RADIUS OF THREE OR MORE ESTABLISHMENTS SELLING LIQUOR FOR ON PREMISES CONSUMPTION. (IF SO, YOU MUST COMPLETE THE WRITTEN STATEMENT BELOW AND SUBMIT THE NAMES AND ADDRESSES OF THE ESTABLISHMENTS WITHIN THE 500 FOOT RADIUS, *UNLESS THE PREMISES HAS BEEN CONTINUOUSLY LICENSED ON OR PRIOR TO NOVEMBER 1, 1993.*)

NOT APPLICABLE - PREMISES HAS BEEN CONTINUOUSLY LICENSED ON OR PRIOR TO NOVEMBER 1, 1993.

NOT APPLICABLE - POPULATION OF CITY, TOWN OR VILLAGE IS UNDER 20,000

NOT APPLICABLE - BEER, WINE AND CIDER ONLY

IMPORTANT:

YOU MUST PROVIDE THE NAMES OF ALL ON PREMISES LIQUOR ESTABLISHMENTS LOCATED WITHIN A 500 FOOT RADIUS OF THE PROPOSED PREMISES

For assistance, use the "GIS Maps - LAMP" (Liquor Authority Mapping Project) system, which is available on our website.

If a premises is within a 500 foot radius of three or more establishments holding on premises liquor licenses and has not been continuously licensed since November 1, 1993 and the population is over 20,000 you must **ATTACH A WRITTEN STATEMENT EXPLAINING IN DETAIL WHY YOU BELIEVE ISSUANCE OF THE LICENSE WOULD BE IN THE PUBLIC INTEREST.**

FAILURE TO SUBMIT THIS INFORMATION MAY RESULT IN DISAPPROVAL OF THE LICENSE APPLICATION.

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date

STATEMENT OF AREA PLAN
200 Foot Law

THIS QUESTION MUST BE ANSWERED BY ALL APPLICANTS REGARDLESS OF LICENSE TYPE

<p>1. List the name, address and distance from the premises to ANY SCHOOL, CHURCH or PLACE OF WORSHIP WITHIN 300 FEET</p> <p>2. Is the premises within 200 feet of <u>ANY SCHOOL, CHURCH or PLACE OF WORSHIP?</u> (exclusive use as a church or place of worship will be determined by this agency) (please respond "YES" if ANY school, church or place of worship is within 200 feet)</p> <p style="text-align: center;">Yes No</p> <p>3. Submit a BLOCK PLOT DIAGRAM (aerial view of the building, with nearby businesses and residences labeled) showing the location of any school, church or place of worship (8-1/2" x 11")</p>

Indicate the distance in feet from the entrance of the proposed premises to the closest entrance of any school, church or place of worship.

Attach additional sheets if necessary.

ATTACH A STATEMENT INDICATING HOW THESE MEASUREMENTS WERE TAKEN

<p>1. Name of church/school:</p> <p>Address:</p> <p>Distance:</p>
<p>2. Name of church/school:</p> <p>Address:</p> <p>Distance:</p>
<p>3. Name of church/school:</p> <p>Address:</p> <p>Distance:</p>

For assistance use the "GIS MAPS - LAMP" (Liquor Authority Mapping Project) system, which is available on our website.

If applying for a full liquor license (beer, wine and liquor) and the premises is within 200 feet of a school, church or place of worship, the application may be denied.

If any discrepancy in the measurements is brought to the attention of the Authority during the examination of the application, it may be necessary for the applicant to supply a certified survey showing the actual measurement from the premises to the closest school, church or place of worship.

OFFICE USE ONLY <input type="radio"/> Original <input type="radio"/> Amended Date _____
--

ESTABLISHMENT QUESTIONNAIRE

In this section you must describe the premises to be licensed. Answer ALL questions completely. Please do not answer "see attached" to any question. Any incomplete answer may delay or prevent the processing of the application.

Helpful Hint: Drawing your diagram and reviewing your photographs may assist you in completing this section. See sample diagrams at the end of this application.

1. Zoning

1a. State what the area is zoned for:
(e.g., Residential, Business, Mixed etc.)

1b. Does the premises have a **VALID CERTIFICATE OF OCCUPANCY** and **ALL** appropriate permits? Yes No Pending

2. Premises

2a. Describe the type of building in which the premises will be located.

2b. Is or has the building/proposed premises been known by any other address? Yes No

If YES, please specify:

If the address was changed due to a 911 update or other government action, please include documentation for the change.

2c. Is there currently an active license or has there ever been a license to traffic in alcoholic beverages at this location?

Currently Licensed Previously Licensed Never Licensed Do Not Know

Name of Licensee:

License Serial Number:

2d. Are there any disciplinary actions pending against the applicant, current licensee or prior licensee?

Yes No Do Not Know

Any pending disciplinary action may delay a determination on this application or result in the disapproval.

2e. If the proposed premises has never been licensed, what was the prior use?

2f. Is any other floor or area of the building currently licensed? Yes No

Name of Licensee:

License Serial Number:

OFFICE USE ONLY <input type="radio"/> Original <input type="radio"/> Amended Date _____
--

3. Premises (interior):

3a. List the total number of floors of the business establishment to be licensed, including the basement:

3b. List the floor(s) where the proposed premises will be located:
(e.g., basement, ground floor, 2nd & 3rd floor, etc.)

3c. Where is the alcohol stored?

3d. Is there interior access to any other floor(s) or area(s) that will not be part of the premises to be licensed?
If yes, show the means of access on the interior diagram(s).

Yes No

3e. Are the premises to be licensed divided in any way, by a public or private passageway, over which the applicant does not have exclusive possession and control?
(e.g., hallway, stairwells, common areas, etc.)

Yes No

If YES, describe:

3f. How many public restrooms? If less than two (2) public restrooms, you must request a waiver of the two (2) restroom rule in writing. Please show restrooms on diagram.

3g. List the maximum occupancy of the premises:

3h. Number of tables?

3i. Number of seats at tables?

3j. Number of seats at bar or counter?

4. Bars:

4a. How many customer bars are located on the premises?
(a customer bar is where patrons may order, purchase or receive alcoholic beverages)

4b. How many service bars? *(a service bar is for wait staff use exclusively)*

4c. Describe each bar in the fields below:

Bar 1

Bar 2

Bar 3

Bar Type:

Bar Type:

Bar Type:

Length:

Length:

Length:

Shape:

Shape:

Shape:

Location:

Location:

Location:

Attach additional sheets if there are more than 3 bars.

<input type="radio"/> Original <input type="radio"/> Amended OFFICE USE ONLY Date _____

5. Kitchen:

5a. Does the premises have a full kitchen? Yes No

If NO, does the premises have a food preparation area? Yes No

Show Kitchen or Food Prep Area on the Interior Diagram

NOTE: FOOD MUST BE AVAILABLE FOR SALE DURING ALL HOURS OF OPERATION; SUBMIT A MENU

5b. Is a chef/cook employed at the premises? Yes No

If YES, please list hours of day chef/cook will devote to the premises:

6. Hotel or Bed & Breakfast:

6a. How many floors?

6b. How many guest rooms?

6c. For Hotels Only: Is there a public restaurant on the hotel premises? Yes No

7. Outdoor Areas:

7a. Are there any outside areas used for the sale or consumption of alcohol? Yes No

7b. If YES, what is the outside occupancy?

7c. Check all types that apply:
(there must be direct access from the interior of the premises to any outdoor area(s) that you wish to license. Show access on diagram)

- | | | | | |
|-------------------|------|---------|----------|--------|
| Sidewalk Cafe | Deck | Patio | Porch | Gazebo |
| Rooftop | Yard | Balcony | Pavilion | Tent |
| Other (describe): | | | | |

7d. Is the outdoor area(s) divided by any public or private passageway or area that the applicant does not have exclusive control? Yes No

If YES, how is it divided?

7e. How is the outdoor area(s) contained? Check all that apply and show enclosure on diagram.

- | | | | | |
|-------------------|------|-----------|--------|------------|
| Fencing | Wall | Shrubbery | Roping | Stanchions |
| Other (describe): | | | | |

7f. Is a permit required by the locality for outside area(s)? Yes No
If yes, submit a copy of the permit.

<input type="radio"/> Original <input type="radio"/> Amended OFFICE USE ONLY Date

PROPOSED METHOD OF OPERATION

This form satisfies Section 110 of the ABC Law requiring that a statement be submitted indicating the type of establishment operated at the premises.

The information in this section will be the method of operation you are approved for and will be binding. Should you wish to deviate from this method of operation in any way, you must first apply for and receive permission from the Authority.

- | | | |
|--|-----|----|
| 1. Will any other business of any kind be conducted in said premises?
<i>(If YES, please provide details on a separate sheet)</i> | Yes | No |
|--|-----|----|

 - | | | |
|---|-----|----|
| 1a. If the premises <i>is not</i> a catering establishment, will the premises periodically close to host private events?

If YES, how frequently? | Yes | No |
|---|-----|----|

- | | | |
|----------------------------------|-----|----|
| 2. Will the premises have music? | Yes | No |
|----------------------------------|-----|----|

 - | | | | | |
|-----------------------------------|----------|----|----------|---------|
| 2a. If YES, check all that apply: | Recorded | DJ | Juke Box | Karaoke |
|-----------------------------------|----------|----|----------|---------|

Live Music (give details: e.g., rock bands, acoustic, jazz, etc.):
 - | | | |
|--|-----|----|
| 2b. Will the premises use the services of an Event Promoter? | Yes | No |
|--|-----|----|

- | | | |
|--------------------------------------|-----|----|
| 3. Will the premises permit dancing? | Yes | No |
|--------------------------------------|-----|----|

 - | | | | |
|--|---------|-----------------------------|------|
| 3a. If dancing is permitted, who will be permitted to dance? | Patrons | Employees for Entertainment | Both |
|--|---------|-----------------------------|------|
 - | | | |
|--|-----|----|
| 3b. If dancing is permitted, will there be exotic dancing including, but not limited to, topless entertainment, pole dancing and/or lap dancing? | Yes | No |
|--|-----|----|

- | | | |
|---|-----|----|
| 4. Will there be topless entertainment? | Yes | No |
|---|-----|----|

- | | | |
|--|-----|----|
| 5. Will the business employ a manager? | Yes | No |
|--|-----|----|

 - | | | |
|--------------------------------------|-----|----|
| 5a. If NO, will principal(s) manage? | Yes | No |
|--------------------------------------|-----|----|

- | |
|--|
| 6. How many employees? (excluding principals and security personnel) |
|--|

 - | |
|---|
| 6a. If answer is "0" please provide an explanation: |
|---|

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date

7. NYS Law requires businesses to carry workers' compensation and disability insurance (see instructions).
If applied for and pending, please indicate.

Workers' Compensation Carrier
Name and Policy Number:

Disability Insurance Carrier Name
and Policy Number:

If you are exempt from Workers' Compensation and/or Disability Benefits Insurance coverage, submit an approved Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Insurance Coverage from the NYS Workers' Compensation Board. The application is available on their website: <http://www.wcb.ny.gov> or you may contact them by phone at: (877) 632-4996

8. Will security personnel be used at the premises? Yes No

9a. If YES, how many?

9b. If YES, provide your **Proprietary Security Guard Employer Unique Identification Number** assigned to the business by the NYS Department of State Division of Licensing Services or the name of the security company through which the security personnel will be hired:

The Licensee is responsible for assuring that hired security personnel are registered in accordance with NYS Security Guard Registration Guidelines. Please contact the NYS Department of State to obtain information.

9. Provide a detailed plan of supervision for the premises to be licensed. Clearly describe how you will maintain control and order over the licensed premises. How will you monitor alcohol sales and prevent sales to minors and sales to intoxicated persons? How will you handle unruly patrons, altercations, etc., to prevent the premises from becoming disorderly? Include additional sheets if necessary.

10. Are all responses provided in this application consistent with the information provided to the municipality or Community Board within the Standardized Notice Form for Providing 30-Day Advance Notice?

Yes No

10a. If NO, please explain:

ALCOHOLIC BEVERAGES MAY ONLY BE CONSUMED, SOLD OR GIVEN AWAY DURING THE HOURS APPROVED BY THE COUNTY WHERE THE PREMISES IS LOCATED UNLESS FURTHER RESTRICTED BY THE AUTHORITY

A list of county closing hours is available at the following link:
<http://sla.ny.gov/provisions-for-county-closing-hours>

June 28, 2021 | 12:20 pm LICENSES HELD BY APPLICANT

COVID-19 Updates

The COVID-19 vaccine is here. It is safe, effective and free. Walk in to get vaccinated at sites across the state. Continue to mask up and stay distant where directed.

[GET THE FACTS >](#)



Andrew M. Cuomo, Governor
Vincent G. Bradley, Chairman
Greeley T. Ford, Commissioner

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[Public License Query](#)
[Wholesale](#)



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[Wholesale Forms](#)

[Retail Forms](#)

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Public Query - Results

Found 6 matches for: *""SERI, RONEN""* in Principal Name
Displaying records 1 - 6.

Premises Name	Address	License Class	License Type	Expiration Date	License Status
BLOSSOM RESTAURANT & CAFE INC	187 9TH AVE 21ST & 22ND STREETS NEW YORK, NY 10011	341	RW	12/31/2020	Expired
BLOSSOM RESTAURANT & CAFE INC	466 COLUMBUS AVENUE NEW YORK, NY 10024	341	RW	02/28/2015	License is Inactive
TURNING LEAF RESTAURANT INC	1522 1ST AVENUE NEW YORK, NY 10075	341	RW	09/30/2015	Expired
CAFE BLOSSOM INC	41 43 CARMINE ST NEW YORK, NY 10014	252	OP	02/28/2018	Expired



BLOSSOM WEST INC	507 COLUMBUS AVE NEW YORK , NY 10024	252	OP	02/28/2023	License is Active
BLOSSOM UNION SQUARE INC	72 UNIVERSITY PL NEW YORK, NY 10003	341	RW	09/30/2022	License is Active

[Disclaimers](#) | [Confidentiality](#) | [Privacy](#) | [Security](#)

New York State Liquor Authority • 80 S. Swan Street • 9th Floor • Albany, New York • 12210-8002