

STANDARD FORM OF STORE LEASE

The Real Estate Board of New York, Inc.

7/04

Agreement of Lease, made as of this 14 day of April in the year 2015, between Masaryk Towers Corporation, 61 Columbia Street, New York, N.Y. 10002, party of the first part, hereinafter referred to as OWNER, and Sunrise Food & Candy Inc., 49 Columbia Street, New York, N.Y. 10002, party of the second part, hereinafter referred to as TENANT,

Witnesseth: Owner hereby leases to Tenant and Tenant hereby hires from Owner Store No. 2 in the building known as 49 Columbia Street in the Borough of Manhattan, City of New York, for the term of See Rider

(or until such term shall sooner cease and expire as hereinafter provided) to commence on the day of See Rider in the year and to end on the day of in the year both dates inclusive, at the annual rental rate of See Rider, and

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Owner or such other place as Owner may designate, without any setoff or deduction whatsoever, except that Tenant shall pay the first monthly installment(s) on the execution hereof (unless this lease be a renewal).

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of rent to Owner pursuant to the terms of another lease with Owner or with Owner's predecessor in interest, Owner may at Owner's option and without notice to Tenant add the amount of such arrears to any monthly installment of rent payable hereunder and the same shall be payable to Owner as additional rent.

The parties hereto, for themselves, their heirs, distributes, executors, administrators, legal representative, successors and assigns, hereby covenant as follows:

- Rent: 1. Tenant shall pay the rent as above and as hereinafter provided.
Occupancy: 2. Tenant shall use and occupy the demised premises for See Rider

and for no other purpose. Tenant shall at all times conduct its business in a high grade and reputable manner, shall not violate Article 37 hereof, and shall keep show windows and signs in a neat and clean condition.

Alterations: 3. Tenant shall make no changes in or to the demised premises of any nature without Owner's prior written consent. Subject to the prior written consent of Owner, and to the provisions of this article, Tenant, at Tenant's expense, may make alterations, installations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises by using contractors or mechanics first approved in each instance by Owner. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof, and shall deliver promptly duplicates of all such permits, approvals and certificates to Owner, and Tenant agrees to carry, and will cause Tenant's contractors and sub-contractors to carry, such worker's compensation, commercial general liability, personal and property damage insurance as Owner may require. If a mechanic's lien is filed against the demised premises, or the building or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within 30 days thereafter, at Tenant's expense, by payment or filing a bond as permitted by law. All fixtures and all paneling, partitions, railings and like installations, installed in the demised premises at any time, either by Tenant or by Owner on Tenant's behalf, shall, upon installation, become the property of Owner and shall remain upon and be surrendered with the demised premises unless Owner, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this lease, elects to relinquish Owner's rights thereto and to have them removed by Tenant, in which event, the same shall be removed from the demised premises by Tenant prior to the expiration of the lease, at Tenant's expense. Nothing in this article shall be construed to give Owner title to, or to prevent Tenant's removal of, trade fixtures, moveable office furniture and equipment, but upon removal of same from the demised premises or upon removal of other installations as may be required by Owner, Tenant shall immediately and at its expense, repair and restore the demised premises to the condition existing prior to the building due to such removal. All property permitted or required to be removed by Tenant at the end of the term remaining in the demised premises after Tenant's removal shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or may be removed from the demised premises by Owner at Tenant's expense.

Repairs: 4. Owner shall maintain and repair the public portions of the building, both exterior and interior, except that if Owner allows Tenant to erect on the outside of the building a sign or signs, or a hoist, lift or sidewalk elevator for the exclusive use of Tenant, Tenant shall maintain such exterior installations in good appearance, shall cause the same to be operated in a good and workmanlike manner, shall make all repairs thereto necessary to keep same in good order and condition, at Tenant's own cost and expense, and shall cause the same to be covered by the insurance provided for hereafter in Article 8. Tenant shall, throughout the term of the lease, take good care of the demised premises (including, without limitation, the storefront) and

the fixtures and appurtenances therein, and the sidewalks adjacent thereto, and at its sole cost and expense, make all non-structural repairs thereto as and when needed to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from the elements, fire or other casualty, excepted. If the demised premises be or become infested with vermin, Tenant shall at Tenant's expense, cause the same to be exterminated from time to time to the satisfaction of Owner. Except as specifically provided in Article 9 or elsewhere in this lease, there shall be no allowance to the Tenant for the diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner, Tenant or others, making or failing to make any repairs, alterations, additions or improvements in or to any portion of the building, including the erection or operation of any crane, derrick or sidewalk shed, or in or to the demised premises or the fixtures, appurtenances or equipment thereof. It is specifically agreed that Tenant shall be not entitled to any set off or reduction of rent by reason of any failure of Owner to comply with the covenants of this or any other article of this lease. Tenant agrees that Tenant's sole remedy at law in such instance will be by way of an action for damages for breach of contract. The provisions of this Article 4 with respect to the making of repairs shall not apply in the case of fire or other casualty, which are dealt with in Article 9 hereof.

Window Cleaning: 5. Tenant will not clean nor require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 202 of the New York State Labor law or any other applicable law or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

Requirements of Law, Fire Insurance: 6. Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant, at Tenant's sole cost and expense, shall promptly comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters or the Insurance Services Office, or any similar body which shall impose any violations, order or duty upon Owner or Tenant with respect to the demised premises, and with respect to the portion of the sidewalk adjacent to the demised premises, if the demised premises are on the street level, whether or not arising out of Tenant's use or manner of use thereof, or with respect to the building, if arising out of Tenant's use or manner of use of the demised premises or the building (including the use permitted under the lease). Except as provided in Article 29 hereof, nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Owner, or

which shall or might subject Owner to any liability or responsibility to any person, or for property damage. Tenant shall pay all costs, expenses, fines, penalties or damages, which may be imposed upon Owner by reason of Tenant's failure to comply with the provisions of this article. If the fire insurance rate shall, at the beginning of the lease, or at any time thereafter, be higher than it otherwise would be, then Tenant shall reimburse Owner, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Owner which shall have been charged because of such proceeding wherein Owner and Tenant are parties, a schedule or "make-up" of rate for the building or the demised premises issued by a body making fire insurance rates applicable to said demised premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate than applicable to said demised premises.

Sub-ordination:

7. This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which the demised premises are a part, and to all any such underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by or the real property of which the demised premises are a part. In confirmation of such subordination, Tenant shall from time to time execute promptly any certificate that Owner may request.

Tenant's Liability Insurance Property Loss, Damage, Indemnity:

8. Owner or its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the building, nor for loss of, or damage to, any property of Tenant by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of Owner, its agents, servants or employees. Owner or its agents will not be liable for any such damage caused by other tenants or persons in, upon or about said building, or caused by operations in construction of any private, public or quasi public work. Tenant agrees at Tenant's sole cost and expense, to maintain commercial general liability insurance in standard form in favor of Owner and Tenant against claims for bodily injury or death or property damage occurring in or upon the demised premises, effective from the date Tenant enters into possession of the demised premises and during the term of this lease. Such insurance shall be in an amount and with carriers acceptable to the Owner. Such policy or policies shall be delivered to the Owner. On Tenant's default in obtaining or delivering any such policy or policies or failure to pay the charges therefor, Owner may secure or pay the charges for any such policy or policies and charge the Tenant as additional rent therefor. Tenant shall indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Owner shall not be reimbursed by insurance, including reasonable attorneys' fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agent, contractors, employees, invitees, or licensees, of any covenant on condition of this lease or by the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractors, employees, invitees or licensees. Tenant's liability under this lease extends to the acts and omissions of any subtenant, and any agent, contractor, employee, invitee or licensee of any subtenant. In case any action or proceeding is brought against Owner by reason of any such claim, Tenant, upon written notice from Owner, will, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Owner in writing, such approval not to be unreasonably withheld.

Destruction, Fire, and Other Casualty:

9. (a) If the demised premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Owner and this lease shall continue in full force and effect except as hereinafter set forth. (b) If the demised premises are partially damaged or rendered partially unusable by fire or other casualty, the damages thereto shall be repaired by and at the expense of Owner, and the rent and other items of additional rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the demised premises which is usable. (c) If the demised premises are totally damaged or rendered wholly unusable by fire or other casualty, then the rent and other items of additional rent as hereinafter expressly provided shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the demised premises shall have been repaired and restored to the condition as provided in subsection (b) above, subject to Owner's right to elect not to restore the same as hereinafter provided. (d) If the demised premises are damaged in whole or in part if the building shall be so damaged that Owner shall decide to demolish it or to rebuild it, then, in any of such events, Owner may elect to terminate this lease by written notice to Tenant given within 90 days after such fire or casualty or 30 days after adjustment of the insurance claim for such fire or casualty, whichever is sooner, specifying a date for the giving of such notice, and upon the date specified in such notice the term of this lease shall expire as fully and completely as if such date were the date set forth above for the termination of this lease and Tenant shall forthwith quit, surrender and vacate the demised premises without prejudice however, to Owner's rights and remedies against Tenant under the lease provisions in effect prior to such termination, and any rent owing shall be paid up to such date and any subsequent to such date shall be returned to Tenant. Unless Owner shall serve a termination notice as provided for herein, Owner shall make the repairs and restorations under the conditions of (b) and (c) hereof, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Owner's control. After any such casualty, Tenant shall cooperate with Owner's restoration by removing from the premises as promptly as reasonably possible, all of Tenant's salvageable inventory and movable equipment, furniture, and other property. Tenant's liability for rent shall resume five (5) days after written notice from Owner that the demised premises are substantially ready for Tenant's occupancy. (e) Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or other

casualty. Notwithstanding anything contained to the contrary in subdivisions (a) through (e) hereof, including Owner's obligation to restore under subparagraph (b) above, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible, and to the extent permitted by law, Owner and Tenant each hereby releases and waives all right of recovery with respect to subparagraphs (b), (d) and (e) above, against the other, or any one claiming through or under each of them by way of subrogation or otherwise. The release and waiver herein referred to shall be deemed to include any loss or damage to the demised premises and/or to any personal property, equipment, trade fixtures, goods and merchandise located therein. The foregoing release and waiver shall be in force only if both lessors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance. Tenant acknowledges that Owner will not carry insurance on Tenant's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Tenant, and agrees that Owner will not be obligated to repair any damage thereto or replace the same. (f) Tenant hereby waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this article shall govern and control in lieu thereof.

Eminent Domain:

10. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding, and Tenant shall have no claim for the value of any unexpired term of said lease. Tenant shall have the right to make an independent claim to the condemning authority for the value of Tenant's moving expenses and personal property, trade fixtures and equipment, provided Tenant is entitled pursuant to the terms of the lease to remove such property, trade fixtures and equipment at the end of the term, and provided further such claim does not reduce Owner's award.

Assignment, Mortgage, Etc.:


11. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Owner in each instance. Transfer of the majority of the stock of a corporate tenant or the majority interest in any partnership or other legal entity which is tenant shall be deemed an assignment. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Owner may, after default by Tenant, collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting or occupancy or collection shall be deemed a waiver of the covenant, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Owner to an assignment or underletting shall not in any way be construed to relieve Tenant from obtaining the express consent in writing of Owner to any further assignment or underletting.

Electric Current:

12. Rates and conditions in respect to submetering or rent inclusion, as the case may be, to be added in RIDER attached hereto. Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the building or the risers or wiring installation, and Tenant may not use any electrical equipment which, in Owner's opinion, reasonable exercised, will overload such installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall in no way make Owner liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustain.

Access to Premises:

13. Owner or Owner's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and, at other reasonable times, to examine the same and to make such repairs, replacements and improvements as Owner may deem necessary and reasonably desirable to any portion of the building or which Owner may elect to perform, in the demised premises, following Tenant's failure to make repairs or perform any work which Tenant is obligated to perform under this lease, or for the purpose of complying with laws, regulations and other directions of governmental authorities. Tenant shall permit Owner to use and maintain and replace pipes and conduits in and through the demised premises and to erect new pipes, ducts, and conduits therein, provided they are concealed within the walls, floors or ceiling, wherever practicable. Owner may, during the progress of any work in the demised premises, take all necessary materials and equipment into said premises without the same constituting an eviction, nor shall the Tenant be entitled to any abatement of rent while such work is in progress, nor to any damages by reason of loss or interruption of business or otherwise. Throughout the term hereof Owner shall have the right to enter the demised premises at reasonable hours for the purpose of showing the same to prospective purchasers or mortgagees of the building, and during the last six months of the term for the purpose of showing the same to prospective tenants, and may, during said six months period, place upon the demised premises the usual notice "to Let" and "For Sale", which notices Tenant shall permit to remain thereon without molestation. If Tenant is not present to open and permit an entry into the demised premises, Owner or Owner's agents may enter the same whenever such entry may be necessary or permissible, by master key or forcibly, and provided reasonable care is exercised to safeguard Tenant's property, such entry shall not render owner or its agents liable therefore, nor in any event shall the obligations of Tenant hereunder be affected. If during the last month of the term Tenant shall have removed all or substantially all of Tenant's property therefrom, Owner may immediately enter, alter, renovate or redecorate the demised premises without limitation or abatement of rent, or incurring liability to Tenant for any compensation, and such act shall have no effect on this lease or Tenant's obligations hereunder. Owner shall have the right at any time, without the same constituting an eviction and without incurring liability to Tenant therefore, to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets, or other

 Rider to be added if necessary

public parts of the building, and to change the name, number or designation by which the building may be known.

Vault,
Vault Space,
Area:

14. No vaults, vault space or area, whether or not enclosed or covered, not within the property line of the building, is leased hereunder, anything contained in or indicated on any sketch, blue print or plan, or anything contained elsewhere in this lease to the contrary notwithstanding. Owner makes no representation as to the location of the property line of the building. All vaults and vault space and all such areas not within the property line of the building, which Tenant may be permitted to use and/or occupy, is to be used and/or occupied under a revocable license, and if any such license be revoked, or if the amount of such space or area be diminished or required by any federal, state or municipal authority or public utility, Owner shall not be subject to any liability, nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation, diminution or requisition be deemed constructive or actual eviction. Any tax, fee or charge of municipal authorities for such vault area shall be paid by Tenant.

Occupancy:

15. Tenant will not at any time use or occupy the demised premises in violation of Articles 2 or 37 hereof, or of the certificate of occupancy issued for the building of which the demised premises are a part. Tenant has inspected the demised premises and accepts them "as-is", subject to the riders annexed hereto with respect to Owner's work, if any. In any event, Owner makes no representation as to the condition of the demised premises, and Tenant agrees to accept the same subject to violations, whether or not of record.

Bankruptcy:

16. (a) Anything elsewhere in this lease to the contrary notwithstanding, this lease may be cancelled by Landlord by the sending of a written notice to Tenant within a reasonable time after the happening of any one or more of the following events: (1) the commencement of a case in bankruptcy or under the laws of any state naming Tenant (or a guarantor of any of Tenant's obligations under this lease) as the debtor; or (2) the making by Tenant (or a guarantor of any of Tenant's obligations under this lease) of an assignment or any other arrangement for the benefit of creditors under any state statute. Neither Tenant nor any person claiming through or under Tenant, or by reason of any statute or order of court, shall thereafter be entitled to possession of the premises demised but shall forthwith quit and surrender the demised premises. If this lease shall be assigned in accordance with its terms, the provisions of this Article 16 shall be applicable only to the party then owning Tenant's interest in this lease.

(b) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Owner shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant, as and for liquidated damages, an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the demised premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four percent (4%) per annum. If the demised premises, or any part thereof, be re-let by the Owner for the unexpired term of said lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall be deemed to be the fair and reasonable rental value for the part or the whole of the demised premises so re-let during the term of the re-letting. Nothing herein contained shall limit or prejudice the right of the Owner to prove for and obtain as liquidated damages, by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

Default:

17. (1) If Tenant defaults in fulfilling any of the covenants of this lease other than the covenants for the payment of rent or additional rent; or if the demised premises become vacant or deserted; or if any execution or attachment shall be issued against Tenant or any of Tenant's property, whereupon the demised premises shall be taken or occupied by someone other than Tenant; or if this lease be rejected under Section 365 of Title 11 of the U.S. Code (Bankruptcy Code); or if Tenant shall have failed, after five (5) days written notice, to re-deposit with Owner any portion of the security deposit hereunder which Owner has applied to the payment of any rent and additional rent due and payable hereunder, or if Tenant shall be in default with respect to any other lease between Owner and Tenant; or if Tenant shall fail to move into or take possession of the demised premises within thirty (30) days after the commencement of the term of this lease, of which fact Owner shall be the sole judge; then, in any one or more of such events, upon Owner serving a written fifteen (15) day notice upon Tenant specifying the nature of said default, and upon the expiration of said fifteen (15) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of a nature that the same cannot be completely cured or remedied within said fifteen (15) day period, and if Tenant shall not have diligently commenced curing such default within such fifteen (15) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, then Owner may serve a written five (5) days notice of cancellation of this lease upon Tenant, and upon the expiration of said five (5) days, this lease and the term thereunder shall end and expire as fully and completely as if the expiration of such five (5) day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof and Tenant shall then quit and surrender the demised premises to Owner, but Tenant shall remain liable as hereinafter provided.

(2) If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid; or if Tenant shall make default in the payment of the rent reserved herein, or any item of additional rent herein mentioned, or any part of either, or in making any other payment herein required; then, and in any of such events, Owner may without notice, re-enter the demised premises either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of the demised premises, and remove their effects and hold the demised premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end.

Remedies of
Owner and
Waiver of
Redemption:

18. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (a) the rent, and additional rent, shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration, (b) Owner may re-let the demised premises or any part or parts thereof, either in the name of Owner or otherwise, for a term or terms, which may at Owner's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease, and may grant concessions or free rent or charge a higher rental than that in this lease, and/or (c) Tenant or the legal representatives of Tenant shall also pay Owner, as liquidated damages, for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the subsequent lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. The failure of Owner to re-let the demised premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses as Owner may incur in connection with re-letting, such as legal expenses, reasonable attorney's fees, brokerage, advertising and for keeping the demised premises in good order, or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease. Owner, in putting the demised premises in good order or preparing the same for re-rental may, at Owner's option, make such alterations, repairs, replacements, and/or decorations in the demised premises as Owner, in Owner's sole judgment, considers advisable and necessary for the purpose of re-letting the demised premises, and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability. Owner shall in no event be liable, in any way whatsoever, for failure to re-let the demised premises, or in the event that the demised premises are re-let, for failure to collect the rent thereof under such re-letting, and in no event shall Tenant be entitled to receive any excess, if any, of such net rent collected over the sums payable by Tenant to Owner hereunder. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Owner shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy, shall not preclude Owner from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws.

Fees and
Expenses:

19. If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under, or by virtue of, any of the terms or provisions in any article of this lease, after notice if required, and upon expiration of any applicable grace period if any, (except in an emergency), then, unless otherwise provided elsewhere in this lease, Owner may immediately, or at any time thereafter, and without notice, perform the obligation of Tenant thereunder, and if Owner, in connection therewith or in connection with any default by Tenant in the covenant to pay rent hereunder, makes any expenditures or incurs any obligations for the payment of money, including but not limited to reasonable attorney's fees, in instituting, prosecuting or defending any actions or proceeding, and prevails in any such action or proceeding, such sums so paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by Tenant to Owner within ten (10) days of rendition of any bill or statement to Tenant therefor, and if Tenant's lease term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable by Owner as damages.

No Repre-
sentations
by Owner:

20. Neither Owner nor Owner's agent have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected or the demised premises, the rents, leases, expenses of operation, or any other matter or thing affecting or related to the demised premises, except as herein expressly set forth, and no rights, easements or licenses are acquired by Tenant by implication or otherwise, except as expressly set forth in the provisions of this lease. Tenant has inspected the building and the demised premises and is thoroughly acquainted with their condition, and agrees to take the same "as-is", and acknowledges that the taking of possession of the demised premises by Tenant shall be conclusive evidence that the said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken, except as to latent defects. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Owner and Tenant, and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

End of
Term:

21. Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Owner the demised premises, "broom-clean", in good order and condition, ordinary wear excepted, and Tenant shall remove all its property. Tenant's obligation to observe and perform this covenant shall survive the expiration or other termination of this lease. If the last day of the term of this lease or any renewal thereof, falls on Sunday, this lease shall expire at noon on the preceding Saturday, unless it be a legal holiday, in which case it shall expire at noon on the preceding business day.

Quiet
Enjoyment:

22. Owner covenants and agrees with Tenant that upon Tenant paying the rent and additional rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the premises hereby demised, subject, nevertheless, to the terms and conditions of this lease including, but not limited to, Article 33 hereof and to the ground leases, underlying leases and mortgages hereinbefore mentioned.

Failure to
Give
Possession:

23. If Owner is unable to give possession of the demised premises on the date of the commencement of the term hereof, because of the holding-over or retention of possession of any tenant, undertenant or occupants, or if the demised premises are located in a building being constructed, because such building has not been sufficiently completed to make the demised premises ready for occupancy, or because of the fact that a certificate of occupancy has not been procured, or for any other reason, Owner shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the same be construed in any way to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant is not responsible for the inability to obtain possession or complete construction) until after Owner shall have given Tenant written notice that the Owner is able to deliver possession in the condition required by this lease. If permission is given to Tenant to enter into the possession of the demised premises prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such possession and/or occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease, except the obligation to pay the fixed annual rent set forth in page one of this lease. The provisions of this article are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

No Waiver:

24. The failure of Owner to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this lease or of any of the Rules or Regulations set forth or hereafter adopted by Owner, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Owner of rent and/or additional rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach, and no provision of this lease shall be deemed to have been waived by Owner unless such waiver be in writing signed by Owner. No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided. No act or thing done by Owner or Owner's agents during the term hereby demised shall be deemed in acceptance of a surrender of the demised premises and no agreement to accept such surrender shall be valid unless in writing signed by Owner. No employee of Owner or Owner's agent shall have any power to accept the keys of the demised premises prior to the termination of the lease, and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the demised premises.

Waiver of
Trial by Jury:

25. It is mutually agreed by and between Owner and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of, or in any way connected with, this lease, the relationship of Owner and Tenant, Tenant's use of or occupancy of the demised premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commence any proceeding or action for possession, including a summary proceeding for possession of the demised premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding, including a counterclaim under Article 4, except for statutory mandatory counterclaims.

Inability to
Perform:

26. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no way be affected, impaired or excused because Owner is unable to fulfill any of its obligations under this lease, or to supply, or is delayed in supplying, any service expressly or impliedly to be supplied, or is unable to make, or is delayed in making, any repair, additions, alterations or decorations, or is unable to supply, or is delayed in supplying, any equipment, fixtures or other materials, if Owner is prevented or delayed from so doing by reason of strike or labor troubles, government preemption or restrictions, or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency, or by reason of the conditions of which have been or are affected, either directly or indirectly, by war or other emergency, or when, in the judgment of Owner, temporary interruption of such services is necessary by reason of accident, mechanical breakdown, or to make repairs, alterations or improvements.

Bills and
Notices:

27. Except as otherwise in this lease provided, any notice, statement, demand or other communication required or permitted to be given, rendered or made by either party to the other, pursuant to this lease or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this lease) and shall be deemed to have been properly given, rendered or made, if sent by registered or certified mail (express mail, if available), return receipt requested, or by courier guaranteeing overnight delivery and furnishing a receipt in evidence thereof, addressed to the other party at the address hereinabove set forth (except that after the date specified as the commencement of the term of this lease, Tenant's address, unless Tenant shall give notice to the contrary, shall be the building), and shall be deemed to have been given, rendered or made (a) on the date delivered, if delivered to Tenant personally, (b) on the date delivered, if delivered by overnight courier or (c) on the date which is two (2) days after being mailed. Either party may, by notice as aforesaid, designate a different address or addresses for notices, statements, demand or other communications intended for it. Notices given by Owner's managing agent shall be deemed a valid notice if addressed and set in accordance with the provisions of this Article. At Owner's option, notices and bills to Tenant may be sent by hand delivery.

Water
Charges:

28. If Tenant requires, uses or consumes water for any purpose in addition to ordinary lavatory purposes (of which fact Tenant constitutes Owner Tenant's water consumption for all purposes. Tenant shall pay Owner for the cost of the meter and the cost of the installation thereof, and throughout the duration of the Tenant's occupancy Tenant shall keep said meter and installation equipment in good working order and repair at Tenant's own cost and expense. Tenant agrees to pay for water consumed, as shown on said meter, and when bills are rendered. Tenant covenants and agrees to pay the sewer rent, charge or any other tax, rent, levy or charge which now or hereafter is assessed, imposed or a lien upon the demised premises or the realty of which they are part pursuant to law, order or regulation made or issued in connection with the use, consumption, maintenance or supply of water, water system or sewage or sewage connection or system. The bill rendered by Owner shall be payable by Tenant as additional rent. If the building or the demised premises, or any part thereof, be supplied with water through a meter through which water is also supplied to other premises, Tenant shall pay to Owner an additional rent on the first day of each month:

~~of the total meter charges, as Tenant's portion.~~
Independently of, and in addition to, any of the remedies reserved to Owner hereinabove or elsewhere in this lease, Owner may sue for and collect any monies to be paid by Tenant or paid by Owner for any of the reasons or purposes hereinabove set forth.

Sprinklers:

29. Anything elsewhere in this lease to the contrary notwithstanding, if the New York Board of Fire Underwriters or the Insurance Services Office, or any bureau, department or official of the federal, state or city government, require or recommend the installation of a sprinkler system or that any changes, modifications, alterations, or additional sprinkler heads or other equipment be made or supplied in an existing sprinkler system by reason of Tenant's business, or the location of partitions, trade fixtures, or other contents of the demised premises, or for any other reason, or if any such sprinkler system installations, changes, modifications, alterations, additional sprinkler heads or other such equipment, become necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate set by any said Exchange or by any fire insurance company, Tenant shall, at Tenant's expense, promptly make such sprinkler system installations, changes, modifications, alterations, and supply additional sprinkler heads or other equipment as required, whether the work involved shall be structural or non-structural in nature. ~~Tenant shall pay to Owner as additional rent the sum of \$ on the first day of each month during the term of this lease as Tenant's portion of the contract price for sprinkler supervisory services.~~

Elevators,
Heat,
Cleaning:

30. ~~As long as Tenant is not in default under any of the covenants of this lease beyond the applicable grace period provided in this lease for the curing of such default, Owner shall, if and insofar as required by law, on business days from 9:00 a.m. to 6:00 p.m. and on Saturdays from 9:00 a.m. to 6:00 p.m. Tenant shall at Tenant's expense, keep the demised premises clean and in order, to the satisfaction of Owner, and if the demised premises are situated on the street floor, Tenant shall, at Tenant's own expense, make all repairs and replacements to the sidewalks and curbs adjacent thereto, keep said sidewalks and curbs free from snow, ice, dirt and rubbish and maintain said sidewalks in a reasonably safe condition in compliance with requirements of law. Tenant shall pay to Owner the cost of removal of any of Tenant's refuse and rubbish from the building. Bills for the same shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due and payable when rendered, and the amount of such bills shall be deemed to be, and be paid as, additional rent. Tenant shall, however, have the option of independently contracting for the removal of such rubbish and refuse in the event that Tenant does not wish to have same done by employees of Owner. Under such circumstances, however, the removal of such refuse and rubbish by others shall be subject to such rules and regulations as, in the judgment of Owner, are necessary for the proper operation of the building.~~

Security:

31. ~~Tenant has deposited with Owner the sum of \$16,000 as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Owner may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent, or any other sum as to which Tenant is in default, or for any sum which Owner may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency in the reletting of the demised premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Owner. In the case of every such use, application or retention, Tenant shall, within five (5) days after demand, pay to Owner the sum so used, applied or retained which shall be added to the security deposit so that the same shall be replenished to its former amount. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the lease and after delivery of entire possession of the demised premises to Owner. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part, Owner shall have the right to transfer the security to the vendee or lessee and Owner shall thereupon be released by Tenant from all liability for the return of said security, and Tenant agrees to look to the new Owner solely for the return of said security; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Owner. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security, and that neither Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.~~

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GUARANTY

The undersigned Guarantor guarantees to Owner, Owner's successors and assigns, the full performance and observance of all the agreements to be performed and observed by Tenant in the attached lease, including the "Rules and Regulations" as therein provided, without requiring any notice to Guarantor of nonpayment, or nonperformance, or proof, or notice of demand, to hold the undersigned responsible under this guaranty, all of which the undersigned hereby expressly waives, and expressly agrees that the legality of this agreement and the agreements of the Guarantor under this agreement, shall not be ended, or changed by reason of the claims to Owner against Tenant of any of the rights or remedies given to Owner as agreed in the attached lease. The Guarantor further agrees that this guaranty shall remain and continue in full force and effect as to any renewal, change or extension of the lease. As a further inducement to Owner to make the lease, Owner and Guarantor agree that in any action or proceeding brought by either Owner or the Guarantor against the other on any matters concerning the lease or of this guaranty, that Owner and the undersigned shall and do waive trial by jury.

Dated: _____ in the year _____

Guarantor

Witness

Guarantor's Residence

Business Address

Firm Name

STATE OF NEW YORK)

ss.:

COUNTY OF)

On the _____ day of _____ in the year _____ 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

IMPORTANT - PLEASE READ

RULES AND REGULATIONS ATTACHED TO AND MADE A PART OF THIS LEASE IN ACCORDANCE WITH ARTICLE 35.

- The sidewalks, entrances, driveways, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by any Tenant or used for any purpose other than for ingress to and egress from the demised premises and for delivery of merchandise and equipment in a prompt and efficient manner using elevators and passageways designated for such delivery by Owner. There shall not be used in any space, or in the public hall of the building, either by any tenant or by jobbers, or others in the delivery or receipt of merchandise, any hand trucks except those equipped with rubber tires and safeguards.
- If the demised premises are situated on the ground floor of the building, Tenant thereof shall further, at Tenant's expense, keep the sidewalks and curb in front of said premises clean and free from ice, snow, etc.
- The water and wash closets and plumbing fixtures shall not be used for any purposes other than those for which they were designed or constructed.
- Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in the demised premises, or permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to Owner or other occupants of the building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein.
- No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or fixed by Tenant on any part of the outside of the demised premises or the building, or on the inside of the demised premises if the same is visible from the outside of the demised premises, without the prior written consent of Owner, except that the name of Tenant may appear on the entrance door of the demised premises. In the event of the violation of the foregoing by Tenant, Owner may remove same without any liability and may charge the expense incurred by such removal to Tenant. Signs on interior doors and directory tablet shall be inscribed, painted or affixed for Tenant by Owner at the expense of Tenant, and shall be of a size, color and style acceptable to Owner.
- Tenant shall not mark, paint, drill into, or in any way deface any part of the demised premises or the building of which they form a part. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Owner, and as Owner may direct. Tenant shall not lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and, if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.
- Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the demised premises only on the freight elevators and through the service entrances and corridors, and only during hours and in a manner approved by Owner. Owner reserves the right to inspect all freight to be brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations or the lease of which these Rules and Regulations are a part.
- Owner reserves the right to exclude from the building between the hours of 6 P.M. and 8 A.M. and at all hours on Sundays and holidays all persons who do not present a pass to the building signed by Owner. Owner will furnish passes to persons for whom Tenant requests same in writing. Tenant shall be responsible for all persons for whom it requests such pass, and shall be liable to Owner for all acts of such person.
- Owner shall have the right to prohibit any advertising by Tenant which, in Owner's opinion, tends to impair the reputation of Owner or the building's desirability as a building for stores or offices, and upon written notice from Owner, Tenant shall refrain from or discontinue such advertising.
- Tenant shall not bring or permit to be brought or kept in or on the demised premises, any inflammable, combustible, or explosive, or hazardous fluid, material, chemical or substance, or cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors, to permeate in or emanate from the demised premises.
- Tenant shall not place a load on any floor of the demised premises exceeding the floor load per square foot area which was designated to carry and which is allowed by law. Owner reserves the right to prescribe the weight and position of all safes, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant at Tenant's expense in such setting sufficient in Owner's judgment to absorb and prevent vibration, noise and annoyance.
- Refuse and Trash - Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Tenant shall pay all costs, expenses, fines, penalties or damages that may be imposed on Owner or Tenant by reason of Tenant's failure to comply with the provisions of this Building Rule 12, and, at Tenant's sole cost and expense, shall indemnify, defend and hold Owner harmless (including reasonable legal fees and expenses) from and against any actions, claims and suits arising from such non-compliance, utilizing counsel reasonably satisfactory to Owner.

Address

Premises

TO

STANDARD FORM OF



The Real Estate Board of New York, Inc.
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Dated

in the year

Rent Per Year

Rent Per Month

Term
From
To

Drawn by

Checked by

Entered by

Approved by

Captions: 32. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provision thereof.

Definitions: 33. The term "Owner" as used in this lease means only the Owner, or the mortgagee in possession, for the time being of the land and building (or the Owner of a lease of the building or of the land and building) of which the demised premises form a part, so that in the event of any sale or sales or conveyance, assignment or transfer of said land and building or of said lease, or in the event of a lease of said building, or of the land and building, the said Owner shall be and hereby is entirely freed and relieved of all covenants and obligations of Owner hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, grantee, assignee or transferee at any such sale, or the said lessee of the building, or of the land and building, that the purchaser, grantee, assignee or transferee at any such sale, or the said lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Owner hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "business days" as used in this lease shall exclude Saturdays, Sundays and all days designated as holidays by the applicable building service union employees service contract or by the applicable Operating Engineers contract with respect to HVAC service. Wherever it is expressly provided in this lease that consent shall not be unreasonably withheld, such consent shall not be unreasonable delayed.

Adjacent Excavation-Shoring: 34. If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, a license to enter upon the demised premises for the purpose of doing such work, as said person shall deem necessary, to preserve the wall or the building of which the demised premises form a part from injury or damage and to support the same by proper foundations, without any claim for damages or indemnity against Owner, or diminution or abatement of rent.

Rules and Regulations: 35. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with the Rules and Regulations and such other and further reasonable Rules and Regulations as Owner or Owner's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Owner may elect. In case Tenant disputes the reasonableness of any additional Rule or Regulation hereafter made or adopted by Owner or Owner's agents, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation for decision to the New York office of the American Arbitration Association, whose determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rule or Regulation upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing, upon Owner, within fifteen (15) days after giving of notice thereof. Nothing in this lease contained shall be construed to impose upon Owner any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant, and Owner shall

not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

Glass: 36. Owner shall replace, at the expense of Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the demised premises. Owner may insure, and keep insured, at Tenant's expense, all plate and other glass in the demised premises for and in the name of Owner. Bills for the premiums therefore shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rent.

Pornographic Uses Prohibited: 37. Tenant agrees that the value of the demised premises and the reputation of the Owner will be seriously injured if the demised premises are used for any obscene or pornographic purposes or any sort of commercial sex establishment. Tenant agrees that Tenant will not bring or permit any obscene or pornographic material on the demised premises, and shall not permit or conduct any obscene, nude, or semi-nude live performances on the demised premises, nor permit use of the demised premises for nude modeling, rap sessions, or as a so called rubber goods shop, or as a sex club of any sort, or as a "massage parlor." Tenant agrees further that Tenant will not permit any of these uses by any sublessee or assignee of the demised premises. This Article shall directly bind any successors in interest to the Tenant. Tenant agrees that if at any time Tenant violates any of the provisions of this Article, such violation shall be deemed a breach of a substantial obligation of the terms of this lease and objectionable conduct. Pornographic material is defined for purposes of this Article as any written or pictorial matter with prurient appeal, or any objects of instrument that are primarily concerned with lewd or prurient sexual activity. Obscene material is defined here as it is in Penal Law §235.00.

Estoppel Certificate: 38. Tenant, at any time, and from time to time, upon at least 10 days prior notice by Owner, shall execute, acknowledge and deliver to Owner, and/or to any other person, firm or corporation specified by Owner, a statement certifying that this lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates which the rent and additional rent have been paid, stating whether or not there exists any defaults by owner under this lease, and, if so, specifying each such default and such other information as shall be required of Tenant.

Successors and Assigns: 39. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns. Tenant shall look only to Owner's estate and interest in the land and building for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) against Owner in the event of a default by Owner hereunder, and no other property or assets of such Owner (or any partner, member, officer or director thereof, disclosed or undisclosed), shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under, or with respect to, this lease, the relationship of Owner and Tenant hereunder, or Tenant's use and occupancy of the demised premises.

In Witness Whereof, Owner and Tenant have respectively signed and sealed this lease as of the day and year first above written.

Witness for Owner:

Masaryk Towers Corporation

x Bernice McCallum
By: Bernice McCallum, President
Sunrise Food & Candy Inc.

Witness for Tenant:

x Abdulrub Hussain
By: Abdulrub Hussain, President

ACKNOWLEDGEMENT

STATE OF NEW YORK,

SS.:

COUNTY OF

On the _____ day of _____ in the year _____, 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

**RIDER TO STORE LEASE, DATED APRIL 14, 2015
BETWEEN
MASARYK TOWERS CORPORATION, AS OWNER
AND
SUNRISE FOOD & CANDY INC., AS TENANT
OF THE STORE
LOCATED AT 49 COLUMBIA STREET, NEW YORK, NEW YORK
AND KNOWN AS STORE NO.: 2**

40. In the event of any inconsistency between the provisions of this Rider and those contained in the Lease to which this Rider is annexed, the provisions of this Rider shall govern and be binding. All defined terms on the printed part of the Lease shall have the same meaning in this Rider.
41. The words "Owner", "OWNER" and "Landlord" shall have the same meaning and may be used interchangeably in the Lease and Rider. The words "Tenant", "TENANT", "You" and "Your" shall have the same meaning and may be used interchangeably in the Lease and Rider. The words "Building", "Property" and "Premises" shall have the same meaning, may be used interchangeably in the Lease and Rider and shall refer to all or a portion of the land, building(s) and improvements thereon, including any air rights and development rights, owned by OWNER and of which the demised premises forms a part of; said Building being located at 49 Columbia Street, New York, New York 10002. The words "demised premises", "premised demised", "leased premises", "commercial unit" and "commercial space" shall have the same meaning, may be used interchangeably in the Lease and Rider. The words "Rent", "Fixed Rent", "Base Rent" and "Annual Rent" shall have the same meaning and may be used interchangeably in the Lease and Rider. The words "Added Rent" and "Additional Rent" shall have the same meaning and may be used interchangeably in the Lease and Rider. The words "reasonable times" and "reasonable hours" in the context of OWNER's access to the demised premises and Building, shall have the same meaning as "those hours in which the demised premises is open to the public" and may be used interchangeably in the Lease and Rider. The words "notice of cancellation" and "notice of termination" shall have the same meaning and may be used interchangeably in the Lease and Rider. The words "term of this Lease" shall refer to the initial term of this Lease and any extension thereof, if applicable.
42. Intentionally Omitted.
43. TENANT hereby acknowledges that it has submitted this Lease to its attorney, who has advised TENANT of its rights and obligations hereunder or that TENANT otherwise understands its rights and obligations hereunder.

44. The term of this Lease is for twenty (20) years.

The rent provided for herein shall be payable by TENANT to OWNER in equal installments on the first day of each and every month during the term of this Lease, as follows:

<u>PERIOD</u>	<u>ANNUAL RENT</u>	<u>MONTHLY RENT</u>
<i>First Year</i>	\$66,000.00	\$5,500.00
<i>Second Year</i>	\$66,000.00	\$5,500.00
<i>Third Year</i>	\$66,000.00	\$5,500.00
<i>Fourth Year</i>	\$66,000.00	\$5,500.00
<i>Fifth Year</i>	\$67,320.00	\$5,610.00
<i>Sixth Year</i>	\$68,666.40	\$5,722.20
<i>Seventh Year</i>	\$70,039.73	\$5,836.64
<i>Eighth Year</i>	\$71,440.52	\$5,953.38
<i>Ninth Year</i>	\$72,869.33	\$6,072.44
<i>Tenth Year</i>	\$74,326.72	\$6,193.89
<i>Eleventh Year</i>	\$75,813.25	\$6,317.77
<i>Twelfth Year</i>	\$77,329.52	\$6,444.13
<i>Thirteenth Year</i>	\$78,876.11	\$6,573.01
<i>Fourteenth Year</i>	\$80,453.63	\$6,704.47
<i>Fifteenth Year</i>	\$82,062.70	\$6,838.56
<i>Sixteenth Year</i>	\$83,703.96	\$6,975.33
<i>Seventeenth Year</i>	\$85,378.03	\$7,114.84
<i>Eighteenth Year</i>	\$87,085.59	\$7,257.13
<i>Nineteenth Year</i>	\$88,827.31	\$7,402.28
<i>Twentieth Year</i>	\$90,603.85	\$7,550.32

The First Year of the term of this Lease shall begin upon TENANT receiving written notice from OWNER that the New York City Department of Housing Preservation and Development ("HPD") approved this Lease (the "Commencement Date").

In the event that the Commencement Date shall occur on a date other than the first of the month, the first monthly rental period shall be adjusted for the proportionate fraction of the whole month so that all payments other than the first shall be made and become due and payable on the first of each month. Each following lease year of the term of this Lease shall commence one (1) year later, on the anniversary of the first calendar day of the month in which the preceding lease year began.

TENANT's security deposit in the amount of Eight Thousand Five Hundred and Seventy-Six Dollars and Zero Cents (\$8,576.00) (so that TENANT's security deposit shall in the aggregate equal Eleven Thousand Dollars and Zero Cents (\$11,000.00)) is due and payable upon the execution of this Lease. All monies paid upon execution of this Lease shall be in the form of certified funds or an official bank/teller's check made payable to OWNER. All monies paid upon execution of this Lease shall be unendorsed and TENANT acknowledges,

understands and agrees that in the event any of these monies are not negotiated in due course, this Lease will be deemed void ab initio at the option of OWNER, who reserves the right to exercise this option in its sole discretion. In any case, TENANT shall promptly reimburse OWNER for any reasonable bank charges or other costs incurred by OWNER or OWNER's attorney if any check given by TENANT or on TENANT's behalf fails of collection.

The monthly rent and regularly accruing additional rent are to be received by OWNER no later than the tenth (10th) of every month; and all other items of additional rent shall be due and payable within thirty (30) days after billing. If for whatever reason, TENANT's rent and regularly accruing additional rent is not received by OWNER by the tenth (10th) of the month, or all other items of additional rent are not received by OWNER within thirty (30) days after billing, TENANT shall pay OWNER a late fee of one-and-a-half (1.5%) percent of the amount of the delinquency, computed from the date such rent and/or additional rent became due, as additional rent.

OWNER may apply any payments received from TENANT or from any third party for TENANT's account to unpaid rent, to unpaid additional rent or to any other outstanding charge then remaining due and owing from TENANT to OWNER, including but not limited to late charges and reasonable attorneys' fees, in any order as OWNER may determine, in its sole discretion.

Throughout the term of this Lease, the amount of TENANT's security deposit shall at all times be equal to two (2) times the then monthly rent. Accordingly, whenever there is an increase in the amount of TENANT's monthly rent, TENANT's first monthly rental payment at the increased rental amount shall also include an additional amount of monies in order to increase the amount of TENANT's security deposit so that it will equal two (2) times the then monthly rent.

In the event TENANT shall (a) be adjudged bankrupt; (b) make a general assignment for the benefit of creditors; or (c) have a receiver appointed on account of TENANT's insolvency, OWNER shall have the right to terminate this Lease upon five (5) calendar days' prior written notice to TENANT.

Notwithstanding any cancellation or termination of this Lease prior to the last calendar day of the term of this Lease (the "Lease Expiration Date") (except in the case of a cancellation or termination by mutual agreement) TENANT's obligation to pay rent shall continue and shall cover all periods up to the Lease Expiration Date, and shall survive any earlier cancellation or termination of this Lease.

45. As an inducement for OWNER to enter into the Lease, TENANT agrees that within nine (9) months of the Commencement Date, TENANT shall have renovated the interior of the demised premises, including but not limited to, painting the walls and ceiling (or replacing ceiling tiles, if applicable); installing new lighting fixtures (including installing new light bulbs therein); replacing all "blown" light bulbs with new light bulbs; replacing the floor; installing new

refrigerators and appliances; installing new and clean storefront glass; and installing new front entry doors.

46. Intentionally Omitted.

47. **REAL ESTATE TAX.**

(a) For the purpose of this Paragraph:

(i) "Real Estate Taxes" shall mean the total of all real estate taxes, assessments, special assessments, impositions, government levies, state, county and municipal taxes, or any other governmental charges, general or special, ordinary or extraordinary, unforeseen as well as foreseen, of any kind or nature whatsoever, which are or may be assessed, levied or imposed upon the Property, and the sidewalks, plazas or streets in front of or adjacent thereto, including, but not limited to, any tax, excise or fee measured by or payable with respect to any rent, and levied against OWNER and/or the Property, under the laws of the United States, the State of New York (or any political subdivision thereof) or the City of New York (or any political subdivision thereof), which would be assessed against the Property whether or not any increase thereto results from a higher tax rate or an increase in the billable assessed value of the Property, or both, and without the benefit of any tax exemptions, abatements and/or reductions. If at any time during the term of this Lease, for whatever reason, the methods of taxation prevailing at the commencement of the term hereof shall be altered so that in lieu of, or as an addition to or as a substitute for the whole or any part of real estate taxes, assessments, special assessments, impositions, government levies, state, municipal and county taxes, or any other governmental charges now levied, assessed or imposed on real estate and the improvements thereof, there shall be levied, assessed and imposed (1) a tax, assessment, levy, imposition or charge wholly or partially as a capital levy or otherwise on the rents received therefrom; (2) a license fee measured by the rent payable by TENANT to OWNER; (3) any franchise tax, corporate tax, income tax, sales tax, use tax, luxury tax, excess profit/windfall tax, other tax or other payment levied against OWNER, in whole or in part; or (4) any other such additional or substitute tax, assessment, levy, imposition or charge; then all such taxes, assessments, levies, impositions, charges, fees or payments, or the part thereof so measured or based shall be deemed to be included within the term "Real Estate Taxes" for the purpose hereof.

Notwithstanding the foregoing, for the purposes of this Paragraph, the term "Real Estate Taxes" shall not include (x) any Real Estate Taxes separately imposed solely upon the residential portion of the Property which is distinct from those Real Estate Taxes imposed upon the remainder of the Property, nor shall any abatements, exemptions or decreases separately associated with the residential portion of the Property, if any (including but not limited to Senior Citizens Rent Increase Exemption (SCRIE) and Disability Rent Increase Abatement (DRIE)) reduce the Real Estate Taxes (it being the intent of the parties that TENANT pay its pro-rata share of the escalation in the Real Estate Taxes imposed upon the commercial portion of the Property); (y) any interest, penalties or similar charges imposed or

sought to be imposed upon OWNER and/or the Property by a competent taxing authority as a result of or in connection with any failure or alleged failure of OWNER to comply with applicable tax laws or rules or regulations of such taxing authority; nor (z) any estate, inheritance, gift, devolution or succession tax payable by OWNER.

(ii) "Base Tax Year" shall mean Real Estate Taxes for the fiscal period of 2014/2015.

(iii) "Tax Year" shall mean the fiscal year for which Real Estate Taxes are levied by the governmental authority which is currently as of the date of this Lease, July 1st through June 30th (or such other period of twelve (12) months occurring during the term of this Lease, as hereafter may be duly adopted as the fiscal year for Real Estate Tax purposes by the City of New York).

(iv) "TENANT's Proportionate Share" shall be 7.0%.

(b) If the Real Estate Taxes payable by OWNER for any Tax Year shall exceed the Base Tax Year, for whatever reason, TENANT shall pay as Additional Rent for such Tax Year an amount equal to TENANT's Proportionate Share of the amount by which the Real Estate Taxes for such Tax Year are greater than the Base Tax Year. (The amount payable by TENANT is hereinafter called the "Tax Payment"). The Tax Payment shall be payable by TENANT in two (2) equal installments no later than thirty (30) calendar days prior to July 1st and January 1st of each calendar year during the terms hereof, after TENANT's receipt or refusal of a demand from OWNER therefore, which demand shall be accompanied by a copy of the Real Estate Tax bill together with OWNER's computation of the Tax Payment.

(c) In the event that the amount of the Real Estate Taxes shall not have been fixed at the time when a Tax Payment is required to be made, TENANT's Tax Payment shall be made in an amount equal to TENANT's previous Tax Payment, subject to adjustment as and when the amount of such Real Estate Taxes are ascertained. In the event that OWNER shall at any time collect insufficient funds to fully pay for TENANT's Tax Payment, TENANT shall pay such deficiency within ten (10) calendar days of demand therefor. In the event that OWNER shall at any time collect funds in excess of what is owed to fully pay for TENANT's Tax Payment, OWNER in its sole discretion, shall either apply any overpayment to TENANT's arrears, if any; refund any overpayment to TENANT, or credit any overpayment against TENANT's next payment it owes OWNER.

(d) If there shall be any increase in the Real Estate Taxes payable for any Tax Year, whether during or after such Tax Year resulting from a higher tax rate or an increase in the billable assessed value of the Property, or both; or if there shall be any decrease in the Real Estate Taxes payable for any Tax Year during such Tax Year resulting from a lower tax rate or a decrease in the billable assessed value of the Property, or both; the Tax Payment for such Tax Year shall be appropriately adjusted and OWNER in its sole discretion, shall either apply any overpayment to TENANT's arrears, if any; refund any overpayment to TENANT,

or credit any overpayment against TENANT's next payment it owes OWNER.

(e) The benefit of any discount for any early payment or prepayment of Real Estate Taxes shall accrue solely to the benefit of OWNER and any such discount shall not be subtracted from Real Estate Taxes.

(f) Only OWNER shall be eligible to institute tax reduction proceedings or other similar proceedings to reduce the assessed value of the Property. Should OWNER be successful in obtaining any such reduction and obtain a rebate for periods during which TENANT has made a Tax Payment, OWNER shall, after deducting OWNER's expenses in connection with obtaining any such reduction, including without limitation, attorneys' fees and disbursements, return to TENANT, TENANT's Proportionate Share of such rebate covering those periods during which TENANT has made a Tax Payment, except that TENANT may not obtain any portion of the benefits which may accrue to OWNER from any reduction in Real Estate Taxes for any Tax Year prior to the Base Tax Year. If OWNER should incur expenses in connection with its endeavor to reduce or prevent an increase in the assessed value of the Property, TENANT shall be obligated to pay as Additional Rent the amount computed by multiplying TENANT's Proportionate Share as set forth above by such expenses of OWNER, and such amount shall be due and payable upon demand by OWNER and collectible in the same manner as Additional Rent. If the Real Estate Taxes for any fiscal year or years which comprise the Base Tax Year are reduced as a result of settlement, final determination of legal proceedings or otherwise, the Base Tax Year shall be retroactively adjusted to reflect such reduction. The Tax Payments payable under this Paragraph shall thereafter be increased accordingly and all retroactive Additional Rent for the period theretofore arising from such adjustment shall be calculated and shall be payable by TENANT within ten (10) calendar days after receipt of a bill therefore.

(g) If a Tax Year ends after the expiration or termination of the term of this Lease, then TENANT's Tax Payment for said Tax Year, shall be prorated to correspond to that portion of the Tax Year within the term of this Lease. Upon the date of any expiration or termination of this Lease, the Tax Payment, to the extent not theretofore already paid, shall be immediately payable subject to any proration, if applicable; and to the extent TENANT has overpaid the Tax Payment, said overpayment shall be returned to TENANT within thirty (30) calendar days of the expiration or termination date of this Lease. Notwithstanding anything to the contrary contained in this Paragraph, TENANT shall not be entitled to any refund or credit of any amounts paid on account of the Tax Payment if and so long as TENANT is in default under this Lease and/or if this Lease is terminated on account of TENANT's default.

(h) In the event the Property and/or the sidewalks, plazas and/or streets in front of or adjacent thereto, are subject to a Business Improvement District Tax ("BID"), TENANT shall pay to OWNER as Additional Rent, TENANT's Proportionate Share of any BID payment made by OWNER ("TENANT's BID Payment"). OWNER, in its sole discretion, may pay the BID in monthly installments, in advance, or in lump sum payment(s). TENANT's BID Payment shall be paid by TENANT on demand after TENANT's receipt of

a demand from OWNER therefore, which demand shall be accompanied by a copy of the BID invoice together with OWNER's computation of TENANT's BID Payment. If the BID covers a period prior to the Commencement Date of this Lease or after the expiration or termination of this Lease, TENANT's BID Payment shall be prorated to correspond to that portion of the BID within the term of this Lease. Upon the date of any expiration or termination of this Lease, TENANT's BID Payment, to the extent not theretofore already paid, shall be immediately payable subject to any proration, if applicable; and to the extent TENANT has overpaid TENANT's BID Payment, said overpayment shall be returned to TENANT within thirty (30) calendar days of the expiration or termination date of this Lease. Notwithstanding anything to the contrary contained in this Paragraph, TENANT shall not be entitled to any refund or credit of any amounts paid on account of TENANT's BID Payment if and so long as TENANT is in default under this Lease and/or if this Lease is terminated on account of TENANT's default.

(i) OWNER's failure during the term of this Lease to prepare and deliver any Real Estate Tax and/or BID bills or statements, or OWNER's failure to make a demand, shall not in any way waive or cause OWNER to forfeit or surrender its rights to collect any of the foregoing items of Additional Rent which may have become due during the term of this Lease. TENANT's liability for any and all payments due under this Paragraph shall survive the termination, expiration or early cancellation of this Lease.

48. (a) During the entire term of this Lease and/or TENANT's possession of the demised premises, TENANT shall, at its own cost and expense, maintain in full force and effect, Worker's Compensation, Employer's Disability, plate glass and Public Liability Insurance in the companies and on forms of policies reasonably acceptable to OWNER, as follows:

(i) Worker's Compensation and Employer's Disability Insurance: in the form and amounts prescribed by laws of the State of New York.

(ii) Comprehensive General Liability Insurance (including premises and products) with the minimum combined limits for bodily injury and property damage of \$1,000,000 per occurrence and \$2,000,000 per aggregate.

(iii) In the event that the conduct of the business by TENANT in the demised premises requires the use of an automobile on a regular basis, TENANT shall provide OWNER with due proof of the existence of the following insurance coverage, to wit:

Comprehensive Automobile Liability Insurance (including owned, non-owned and hired vehicles) with the minimum combined limits of \$1,000,000 for bodily injury and property damage.

(iv) Umbrella Liability Insurance in excess of the aforementioned Comprehensive General Liability Insurance with a limit of not less than \$2,000,000.

- (A.B.)
- (v) ~~Liquor Liability Insurance with a minimum per occurrence limit of at least \$1,000,000 and a general aggregate limit of not less than \$1,000,000, which insurance shall cover, but not be limited to, the following: (i) assault and battery; (ii) coverage for employees' actions; and (iii) mental damage such as stress and mental anguish.~~

(b) All insurance required to be maintained by TENANT shall be effected by valid and enforceable policies issued by insurers of recognized responsibility satisfactory to OWNER and HPD. Within fifteen (15) days after the premium on such policy or contract shall become due and payable and the amount thereof determined, such premiums shall be paid by TENANT, and OWNER shall be furnished with satisfactory evidence of such payments.

(c) The parties agree to assist the other in every manner reasonably possible in reporting and investigating any accident at the demised premises and, upon request, to reasonably cooperate with all interested insurance carriers in the handling of any claim by securing and giving evidence and obtaining the attendance of witnesses as required for any such claims or suit.

(d) Prior to the date of this Lease, TENANT shall furnish to OWNER the certificates of insurance referred to herein, together with evidence that the same have been paid in full, and the certificates shall provide, as follows:

(i) such insurance will not be materially changed or cancelled during the term of this Lease until and unless thirty (30) days prior written notice shall have been given to OWNER, MANAGING AGENT (presently Metro Management Development, Inc.) and HPD; and

(ii) OWNER, MANAGING AGENT, HPD and THE CITY OF NEW YORK are to be named as additional insureds on all of TENANT's liability insurance policies referred to herein.

49. Notwithstanding the amount of coverage of liability insurance procured by TENANT in accordance with Paragraph 48 hereof, to the fullest extent permitted by law, TENANT shall indemnify, defend and hold HPD, THE CITY OF NEW YORK, OWNER and OWNER's officers, directors, managers, trustees, shareholders, members, partners, principals, agents, associates, representatives, employees, servants, professionals, consultants, experts, attorneys, accountants, tenants, occupants, licensees, sublessees, guests, invitees and visitors and their successors and assigns (collectively the "Indemnified Parties" or "Indemnified Party" as the case may be) harmless from and against any and all claims, charges, suits, summons, actions, causes of action, investigations, proceedings, demands, judgments, orders, extents, executions, citations, directives, damages, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, losses, liabilities, covenants, contracts, controversies, conditions, agreements, promises, variances, trespasses, fines, fees, forfeitures, liens,

violations, interest, penalties, sanctions, assessments, costs, expenses and disbursements (including without limitation, court fees, professional fees and reasonable attorneys' fees) (collectively, "Claims"), whether present or future, known or unknown, foreseen or unforeseen, asserted against, sustained, suffered, incurred or paid, directly or indirectly, in, about and in connection with, arising out of, related to, resulting from or caused by (a) TENANT, its officers, directors, managers, trustees, shareholders, members, partners, principals, agents, associates, representatives, employees, servants, general contractors, sub-contractors, material men, manufacturers, fabricators, suppliers, vendors, laborers, draftsmen, designers, architects, consultants, professionals, engineers, experts, guests and invitees (collectively, "TENANT-Related Parties" or "TENANT-Related Party" as the case may be); (b) TENANT's and TENANT-Related Parties' use and manner of use of the demised premises; (c) the demised premises; and/or (d) the breach of this Lease by TENANT or any TENANT-Related Party, unless caused by the sole negligence or willful misconduct of the Indemnified Parties.

With respect to any claim in which TENANT is required to defend an Indemnified Party under this Lease, TENANT or TENANT's insurance carrier shall have the right to select its own defense counsel, subject to the consent of OWNER. Notwithstanding the foregoing, counsel designated by an Indemnified Party's insurance carrier does not require TENANT's consent thereto.

OWNER shall not be responsible or liable to TENANT, TENANT-Related Parties, or their property for any loss or damage that may be occasioned by the acts or omissions of persons occupying any space adjacent to or adjoining the demised premises or any part thereof.

The provisions of this Article shall survive the termination, expiration or early cancellation of this Lease.

50. This Lease is expressly conditioned upon the prior written approval of HPD. TENANT may enter into or, if this Lease is a renewal, remain in possession of the demised premises prior to such approval. However, until such time as approval is granted, the tenancy shall be month-to-month and the monthly rent shall be based upon the amount of monthly rent payable during the First Year of this Lease as identified in Paragraph 44. In the event that HPD does not approve this Lease, TENANT shall remove from the demised premises, leaving same in its original condition, within ninety (90) days of notice to TENANT from OWNER that HPD has disapproved this Lease.
51. The following requires the prior written approval of OWNER and HPD, which in the case of OWNER, shall not be unreasonably withheld:
- (a) modification or termination of this Lease, except for a breach of the covenants and conditions contained herein;

- (b) assignment of this Lease and subletting and/or licensing of the demised premises;
- (c) change in the use of the demised premises, as provided for in Paragraphs 2 and 55 hereof.

TENANT agrees that the transfer, in the aggregate, of record or beneficial ownership of fifty (50%) percent or more of the shares issued and outstanding, or of the membership or partnership interest, as the case may be, shall be deemed an assignment of this Lease prohibited without first obtaining the written consent of OWNER and HPD.

52. TENANT agrees to make its own arrangements with the public utility company servicing the demised premises for the payment of all charges for electricity and gas consumed in the demised premises, and shall maintain said utility accounts in its own name. In no event shall OWNER be responsible for charges for electricity or gas consumed at the demised premises. OWNER agrees that TENANT may use OWNER's existing electric meters, electrical equipment, gas meters and gas lines, if any, for the purpose of receiving electricity and gas directly from such utility company and measuring the consumption of the same. TENANT shall maintain said electric meters, electrical equipment, gas meters and gas lines in good working order and shall repair and replace the same at its sole cost and expense. In the event that said electric meters, electrical equipment, gas meters and/or gas lines require repair and/or replacement (of which fact TENANT constitutes and appoints OWNER to be the sole judge), OWNER may repair or replace said electric meters, electrical equipment, gas meters and/or gas lines and TENANT shall pay OWNER for the cost of repair and/or replacement of the same as Additional Rent. OWNER shall not be liable to TENANT for any loss, damage or expense resulting from any change in the quantity or character of such service or its no longer being suitable for TENANT's requirements, or due to cessation, curtailment or interruption of the supply of such service, and the foregoing shall not constitute a constructive or partial eviction nor entitle TENANT to any compensation or abatement of rent. TENANT shall make no alteration or addition to the electric meter, electrical equipment, gas meter or gas lines without the prior written consent of OWNER. In the event TENANT is unable to maintain said accounts with the designated public utility for any reason whatsoever, OWNER may, at its sole option, supply said electric or gas service, as the case may be, and TENANT covenants and agrees to pay for said electricity and gas as Additional Rent in accordance with bills rendered by OWNER.

So as to not imperil the safety of any individual using, occupying or visiting the Building, or damage the property of OWNER or any individual using, occupying or visiting the Building, TENANT's use of electricity in the demised premises shall not at any time exceed the capacity of any of the electrical meters, conductors, risers and equipment in or otherwise servicing the demised premises, and TENANT agrees not to connect any additional electrical equipment of any type without OWNER's prior written consent.

53. OWNER shall be under no obligation to furnish hot water, heat and ventilation/exhaust in amounts greater than are being supplied to the demised premises at this time. The provision of any additional hot water, heat and ventilation/exhaust shall be the sole responsibility of TENANT. Notwithstanding anything to the contrary, in no event shall OWNER be responsible for charges for hot water consumed at the demised premises.

OWNER shall be under no obligation to furnish air-conditioning to the demised premises and the provision of air-conditioning will be the sole responsibility of TENANT. TENANT acknowledges, understands and agrees that in the event TENANT installs heating, venting/exhaust and air-conditioning units servicing the demised premises (collectively, the "Systems"), it is recommended and advantageous to TENANT that it enters into a service agreement during the term of this Lease with a reputable service company licensed in good standing in the City and State of New York to maintain, repair and replace the Systems. The cost of said service agreement and any labor, materials, parts and equipment incurred in connection with supplying, maintaining, repairing and/or replacing any of the Systems shall be at TENANT's sole cost and expense.

TENANT shall not install any through-the-window, through-the-transom or through-the-wall air-conditioning units or connect any of the Systems to other Building systems servicing the demised premises and/or other parts of the Building, without obtaining OWNER's prior written consent to the same.

54. In no event shall OWNER be responsible for charges for water consumed at the demised premises or for any water/sewer rent and/or frontage charges. OWNER agrees that TENANT may use OWNER's existing water meters and any ancillary equipment for the purpose of measuring the amount of water consumed at the demised premises. TENANT shall maintain said water meters and ancillary equipment in good working order and shall repair and replace the same at its sole cost and expense. In the event that said water meters and any ancillary equipment require repair and/or replacement (of which fact TENANT constitutes and appoints OWNER to be the sole judge), OWNER may repair or replace said water meters and/or ancillary equipment and TENANT shall pay OWNER for the cost of repair and/or replacement of same as Additional Rent. OWNER shall not be liable to TENANT for any loss, damage or expense resulting from any change in the quantity or character of such service or its no longer being suitable for TENANT's requirements, or due to cessation, curtailment or interruption of the supply of such service, and the foregoing shall not constitute a constructive or partial eviction nor entitle TENANT to any compensation or abatement of rent. TENANT shall make no alteration or addition to the water meters or ancillary equipment without the prior written consent of OWNER.

TENANT acknowledges, understands and agrees that OWNER will bill back TENANT for the cost of TENANT's water consumption, water/sewer rent and/or frontage charge, plus the cost of reading said meter (for informational purposes only, said water meter reading charge

is currently \$25.00 per month and may increase throughout the term of this Lease). Such payments shall be deemed Additional Rent and shall be paid within five (5) calendar days of demand, so that OWNER or its designee can be reimbursed for the payment of the same previously made by OWNER on TENANT's behalf. TENANT acknowledges, understands and agrees that the water consumption, water/sewer rent and/or frontage charge bills are rendered in arrears; accordingly, a portion of TENANT's security deposited hereunder equal to one hundred and ten (110%) percent of the last water/sewer bill will not be released by OWNER unless and until a final bill is received by OWNER and OWNER is reimbursed for any monies it paid related to water consumption attributable to this Lease or any holdover thereof. Nothing herein contained, however, shall in any way be construed to permit a holdover. The terms of this Paragraph shall survive the termination, expiration or early cancellation of this Lease.

OWNER's failure during the term of this Lease to prepare and deliver any water consumption bills or statements, or OWNER's failure to make a demand, shall not in any way waive or cause OWNER to forfeit or surrender its rights to collect any of the foregoing items of Additional Rent which may have become due during the term of this Lease. TENANT's liability for any and all payments due under this Paragraph shall survive the termination, expiration or early cancellation of this Lease.

Notwithstanding anything to the contrary, in the event in OWNER's sole reasonable judgment, TENANT's use of the water meters and ancillary equipment servicing the demised premises poses a safety risk, causes flood/water damage, or adversely affects the quality of water supplied to other portions of the Building, OWNER may repair or replace said water meters and ancillary equipment and TENANT shall pay OWNER for the cost of repair and/or replacement of the same as Additional Rent.

55. TENANT shall only use and occupy the demised premises as a luncheonette for the sale of food for on-premises and off-premises consumption; and for the sale of stationary, greeting cards, newspapers, magazines, soda, cigarettes and alcoholic beverages (i.e. beer and wine), as such cigarettes and alcoholic beverages are respectively authorized under the provisions of a license duly issued to TENANT by the governmental agencies having jurisdiction thereof, and for no other purposes. Under no circumstances may TENANT sell any cigarettes and/or alcoholic beverages to minors; nor any lottery tickets, lottery games/scratch-offs and any other type of gaming products/services that would fall under the jurisdiction of the New York State Lottery Commission and/or any other similar governmental agency, department and/or division having jurisdiction thereover. TENANT acknowledges, understands and agrees that the sale of lottery tickets, lottery games/scratch-offs and any other type of gaming products/services are exclusively reserved for the tenant located at 53-55 Columbia Street, New York, New York (also known as Store Nos.: 4 and 5).

TENANT may conduct its business from 5:00 A.M. to Midnight, seven (7) days a week. TENANT may not change these hours without obtaining OWNER's prior written consent.

In the event TENANT's use of the demised premises is subject to a rating system by the New York City Department of Health ("NYC-DOH") and/or any other similar governmental agency, department and/or division having jurisdiction thereover, TENANT must maintain at all times throughout the term of this Lease an "A" rating grade as issued by the NYC-DOH (or the highest rating grade issued by any other similar governmental agency, department and/or division having jurisdiction thereover) for restaurant/food establishments. TENANT's failure to continuously maintain such rating grade shall constitute a material default under this Lease.

TENANT shall extend every reasonable effort to control the conduct of the patrons in the demised premises and in the immediate area outside of the demised premises in order that such conduct shall not interfere with the rights and privileges of the residential occupants of the Building in which the demised premises are located and the failure to comply herewith after receiving notice of patron-related complaints will constitute the breach of a substantial obligation of this Lease.

TENANT, at its own cost and expense, shall obtain any and all permits, authorizations, approvals, certificates and/or licenses of whatsoever kind or nature, required for the occupation and use of the demised premises as provided for in this Lease from any and all authorities having jurisdiction over the demised premises and TENANT's business, services and profession, including but not limited to a cigarette license, liquor license, wine license, beer license and/or place of assembly certificate, if applicable (collectively, "License to Operate"). OWNER shall fully cooperate with TENANT and execute all forms and applications that TENANT shall reasonably request OWNER to sign in order that TENANT may operate its business at the demised premises in accordance with the law and the terms and conditions of this Lease, provided it is at no additional cost or expense to OWNER. OWNER does not covenant, warrant or represent that any License to Operate will be granted, or if granted, will be continued in effect or renewed.

If any License to Operate, shall, after its issuance, be suspended for a period in excess of sixty (60) calendar days, such suspension shall constitute a default under this Lease as of the sixtieth (60th) calendar day, unless such suspension shall be rescinded or stayed before the expiration of such sixty (60) calendar day period or if said License to Operate is no longer required for TENANT's business, services, profession and use of the demised premises.

56. TENANT shall not permit or allow deliveries for any purpose to the demised premises between the hours of 8:00 P.M. and 6:00 A.M., Monday through Saturday (except on holidays) and no deliveries are permitted on Sundays or holidays. TENANT shall not permit display racks, moving racks, dollies or other devices for the storage, transport or display of

goods to be or remain outside of the demised premises (i.e. on the sidewalks adjacent to the demised premises) except when actually in use for the purpose of facilitating deliveries to or from the demised premises. TENANT shall sweep and hose down the sidewalks adjacent to the demised premises when necessary and required under applicable law, but always after (i) washing its kitchen mats on the sidewalks adjacent to the demised premises; (ii) transporting its Waste (as defined below) from the demised premises (either in garbage bags, cans, bins, dumpster or containers); or (iii) spilling anything on the surface of the sidewalks adjacent to the demised premises.

57. TENANT shall, at its sole cost and expense, arrange for the removal of all of its trash, rubbish, refuse, garbage, debris and recyclables and grease/fat accumulations (collectively, "Waste") from the Building. Notwithstanding any provision in this Lease to the contrary, the removal of such Waste by TENANT or by others shall be subject to such rules and regulations as, in the sole judgment of OWNER, are necessary for the proper operation of the Building.

TENANT shall, at its own cost and expense, maintain at all times, adequate rodent control, pest infestation and extermination services for the demised premises

TENANT shall, at its own cost and expense, (i) provide adequate janitorial services so as to maintain the demised premises in a clean and hygienic manner; and (ii) remove any graffiti found on the exterior of the demised premises (including the rolling window gates) within a week of the vandalism so as to maintain the demised premises in a presentable condition.

58. TENANT shall, at its own cost and expense, keep its drains, waste lines, grease traps and sewer pipes and connections with the sewer mains free from any obstruction arising from TENANT's use of the demised premises to the satisfaction of all authorities having jurisdiction thereof and to install grease traps and other waste disposal devices as may be required by all authorities having jurisdiction thereof, from time to time. TENANT, at its sole costs and expense, shall install an Ansul fire suppression system or equivalent system over all cooking surfaces, keep the same in good working order, maintain, repair and replace the same as necessary, and cause the same to be inspected in accordance with applicable regulations.
59. TENANT covenants and agrees to operate and conduct its business at the demised premises as required by and in compliance with all applicable laws, codes, rules and regulations and in such a manner so as not to permit excessive noise and vibrations, or excessive odors, fumes and heat to emanate, transmit or be released therefrom into the Building or any part or portion thereof. TENANT will, at its own cost and expense, during the term of this Lease, install, maintain and use (i) the adequate amount of insulation, padding, dampening and/or sound proofing materials to prevent excessive noise and vibrations; and (ii) vents, ducts, fans

and/or exhausts necessary to prevent excessive odors, fumes and heat, to emanate, transmit or be released from the demised premises into the Building or any part or portion thereof.

In furtherance of, but in no way limiting the foregoing, TENANT shall keep all mechanical apparatus and equipment, including but not limited to the air-conditioning units servicing the demised premises, if any, and the kitchen fans, free of excessive noise, vibration, odor, fumes and/or heat which may be emitted, transmitted or released beyond the confines of the demised premises so as to not unreasonably interfere with the quiet enjoyment, comfort and/or convenience of OWNER or other tenants or occupants in the Building.

60. TENANT shall not cause or suffer to occur in any manner whatsoever, the existence, manufacturing, production, processing, use, storage, disposal, transportation or Release (as defined below) of any hazardous matter or substance, as defined under any applicable Laws ("Hazardous Substance"), at, upon, under, within or over the demised premises or any contiguous or adjacent part or portion of the entire Property. To the fullest extent permitted by law, TENANT shall indemnify, defend and hold the Indemnified Parties harmless from and against any and all Claims in regard to the manufacturing, production, processing, use, storage, disposal, transportation or release of any Hazardous Substance by TENANT at, upon, under, within or over the demised premises or any contiguous or adjacent part or portion of the entire Property. For purposes of this Paragraph, the term "Release" shall mean any spilling, leaking, leaching, pumping, pouring, emitting, emptying, escaping, discharging, dumping, disposing, injecting or introducing into the environment any Hazardous Substance. This Paragraph shall survive the termination, expiration or early cancellation of this Lease.
61. TENANT shall not, at any time, use or occupy the demised premises in violation of Paragraphs 2, 15 and 55 hereof, or the Certificate of Occupancy issued for the Building, or any zoning regulations, which currently affect or may affect the demised premises. TENANT shall, at its sole cost and expense, obtain any and all licenses and permits, which may be required to conduct the business provided for herein.
62. Notwithstanding any provision in this Lease to the contrary and, except as exists as of the date of this Lease, no sign, illumination or advertisement of any nature shall be permitted in any show window, on the door or on or about the front of the demised premises and the Building, nor shall any awning, security grille or shutter or mechanical equipment be installed unless TENANT has first secured written consent therefor in each instance from OWNER. In the event that TENANT violates the provisions of the within paragraph, OWNER shall have the right, without notice, to remove such sign, illumination, advertisement, awning, security grille or shutter or mechanical equipment by force or otherwise, without incurring any liability for such action, and OWNER shall have all the remedies provided in this Lease for a default by TENANT.

Once TENANT has obtained OWNER's prior written consent to any proposed sign, illumination, advertisement, awning, security grille or shutter or mechanical equipment, TENANT shall maintain the same in a good, clean and presentable condition.

TENANT acknowledges and understands that at some time during the term of this Lease, OWNER may elect to implement and maintain a uniform appearance for all or a portion of the awnings pertaining to its commercial rental properties (including but not limited to, the awnings' color, design, material and lighting; the size, lettering, logo, color, design and location of the names of the commercial tenants; and any other tenant-specific information to be included thereon (including but not limited to, the commercial tenants' address, telephone number, fax number, e-mail address, website, and description of the commercial tenant's business, services and good sold)) (the "Awning Project"). In the event OWNER elects to undertake the Awning Project, OWNER shall notify TENANT of said election upon no less than thirty (30) days' prior written notice.

Upon commencement of the Awning Project, OWNER shall remove TENANT's existing awning and shall manufacture and install TENANT's new awning consistent with the intended uniform appearance of all of OWNER's commercial tenants' awnings; and TENANT shall pay OWNER its Awning Proportionate Share (as defined below) for the cost of said removal, manufacturing and installation as Additional Rent. TENANT acknowledges, understands and agrees that in the event OWNER begins the Awning Project, TENANT will no longer be able to have an awning that is inconsistent with the intended uniform appearance of all of OWNER's commercial tenants' awnings.

TENANT's "Awning Proportionate Share" is defined as follows:

1. In the event OWNER's commercial tenant located at 43 Columbia Street, New York, New York (currently Key Food) is included in the Awning Project, TENANT's Awning Proportionate Share is equal to TENANT's lineal feet of storefront (inclusive of storefront bricks, windows and doors) ("Storefront") divided by the total lineal feet of Storefront for all of OWNER's commercial tenants located at 43, 47, 49, 51 and 53-55 Columbia Street, New York, New York.
2. In the event OWNER's commercial tenant located at 43 Columbia Street, New York, New York (currently Key Food) is not included in the Awning Project, TENANT's Awning Proportionate Share is equal to TENANT's lineal feet of Storefront divided by the total lineal feet of Storefront for all of OWNER's commercial tenants located at 47, 49, 51 and 53-55 Columbia Street, New York, New York.

Once TENANT's awning is installed by or on behalf of OWNER in connection with the Awning Project, TENANT, at its sole cost and expense, shall maintain its awning in a good, clean and presentable condition. In the event TENANT's awning requires repair and/or

replacement (of which fact TENANT constitutes and appoints OWNER to be the sole judge), OWNER may repair or replace said awning and TENANT shall pay OWNER for the cost of said repair and/or replacement as Additional Rent.

Once the TENANT's awning is installed by or on behalf of OWNER in connection with the Awning Project, in the event TENANT shall request a change to its awning (in example only, a name change of its business), provided the change is acceptable to OWNER (whose consent may be withheld in OWNER's sole discretion), OWNER shall remove TENANT's awning and shall manufacture and install TENANT's new awning pursuant to TENANT's approved change request, and TENANT shall pay OWNER the cost of said removal, manufacturing and installation as Additional Rent.

63. It is understood and agreed by and between OWNER and TENANT that TENANT is completely familiar with the physical condition of the demised premise and shall accept the demised premises in its AS-IS condition and in such condition as surrendered by the former tenant. TENANT acknowledges that the taking of possession of the demised premises by TENANT shall be conclusive evidence in all respects that the demised premises are in good and satisfactory condition at the time of such possession date.
64. Notwithstanding anything to the contrary, OWNER shall be responsible to repair and replace, at its sole cost and expense, that portion of the roof above the demised premises and all structural components of the demised premises (unless caused by TENANT, anyone under its control, or by its customers, patrons, guests and/or invitees, in which case, TENANT shall be responsible to repair and replace the same at its sole cost and expense).

Notwithstanding anything to the contrary, TENANT shall be responsible to repair and replace, at its sole cost and expense, the storefront to the demised premises and all electric meters, electrical equipment, gas meters, gas lines, water meters, water lines, plumbing and any ancillary equipment (collectively the "Utility Lines" or "Utility Line" as the case may be) (unless caused by OWNER, anyone under its control, or by its invitees) to the extent they service the demised premises regardless of whether the Utility Line is located within the demised premises or other areas of OWNER's property (i.e. an adjoining tenant's demised premises). In the event that a Utility Line requires repair and/or replacement (of which fact TENANT constitutes and appoints OWNER to be the sole judge), OWNER may repair or replace said Utility Line and TENANT shall pay OWNER for the cost of repair and/or replacement of same as Additional Rent. TENANT shall make no alteration or addition to the Utility Lines without the prior written consent of OWNER.

It is understood and agreed by and between OWNER and TENANT that if TENANT intends to perform repairs, replacements, renovations, maintenance, refurbishments, improvements, installations, alterations and/or additions to the demised premises (collectively, "Improvements") prior to conducting business therein, or at any time thereafter,

the right to accomplish such Improvements is conditioned upon and subject to the approval of OWNER of the following:

- (a) plans, specifications and blueprints prepared by a professional engineer or licensed architect (collectively, "Plans");
- (b) statement by TENANT's professional engineer or registered architect as to the intended date of commencement and completion of the construction (with time being of the essence);
- (c) filings with, and permits and approvals issued by, the New York City Department of Buildings or such other governmental agency having jurisdiction thereof, if such filings, permits and approvals are required (such permits and approvals to be based upon TENANT's Plans as approved by OWNER and/or OWNER's architects/engineers);
- (d) filings with, and permits and approvals issued by, all utility companies for any additional connections required by TENANT, if such filings, permits and approvals are required (such permits and approvals to be based upon TENANT's Plans as approved by OWNER or OWNER's architects/engineers);
- (e) all construction shall be performed in accordance with all laws, rules, regulations, codes and ordinances of all governmental agencies and authorities having jurisdiction;
- (f) all of TENANT's general contractors and sub-contractors must, whenever working at the demised premises, maintain in addition to Worker's Compensation and Employer's Disability insurance coverage, Commercial General Liability Insurance coverage with minimum combined limits for bodily injury and property damage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and designate OWNER, its MANAGING AGENT, HPD and THE CITY OF NEW YORK as additional insureds on such policy; and
- (g) all Improvements are subject to and may not modify and/or amend in any way the Certificate of Occupancy issued for the Building nor require the issuance of a variance.

In any event, OWNER shall not be required to give its approval unless each of the foregoing is satisfied by TENANT or waived by OWNER (in OWNER's sole discretion).

OWNER may either: (A) evidence its approval by endorsement to that effect by signature or initial on the Plans and the return of such signed or initialed Plans to TENANT; or (B) refuse such approval if OWNER shall determine that the same: (i) does not conform to the standards of design, décor, motif, aesthetic, appearance and/or materials or equipment established or adopted by OWNER for the Building; and/or (ii) would subject OWNER to any additional cost, expense or liability, or the demised premises or the Building, to any violation, fine, penalty or forfeiture; and/or (iii) would in any way adversely affect the reputation, character and/or nature of the Building; and/or (iv) would provide for or require any installation or work which will or may be unlawful or create an unsound or dangerous condition or adversely affect the structural soundness of the demised premises and/or the Building; and/or (v) unreasonably interfere with or abridge the use and enjoyment of any other space in the Building; or (C) request such additional information or details as may be reasonably necessary for OWNER to make a decision as to the acceptability of the Plan. If OWNER refuses approval, OWNER shall advise TENANT about those revisions or corrections which OWNER requires and TENANT shall submit a revised and/or corrected Plan to OWNER thereafter for its approval in accordance therewith.

All reasonable costs, expenses and fees related to TENANT's Improvements shall be performed at TENANT's sole cost and expense (including but not limited to any and all architectural, engineering and professional fees) and TENANT shall pay all expenses incurred by OWNER in its review of the Plan as additional rent when billed.

65. Supplementing Paragraph 4, in regard to the sidewalk adjacent to the demised premises, TENANT shall not be responsible to replace the sidewalk and/or repair any cracks in the sidewalk (unless caused by TENANT, anyone under its control, or by its customers, patrons, guests and/or invitees), but is responsible to maintain the sidewalk adjacent to the demised premises in a clean and presentable condition free from any clutter, debris, trash, rubbish, refuse, garbage, recyclables, waste, obstructions, grease, snow and ice.
66. In the event OWNER (i) shall desire or is required to modify, alter, repair, replace, renovate, waterproof and/or clean portions of the exterior Building and Property, including but not limited to its facade, windows, roof, sidewalk, steps, stoops, in-ground basement entry/exit way or to the interior portions of the Building; (ii) is hoisting or lifting heavy objects onto the Building's roof, exterior landings or through the Building's exterior windows or doorways in order to reach a specific unit or portion of the Building; or (iii) is hoisting or lifting heavy objects to be affixed or attached to the exterior of the Building (whether at OWNER's option or to comply with law), OWNER may erect scaffolding, sidewalk bridges, sidewalk sheds, hoists, rigging and other temporary structures to accomplish the same, notwithstanding that such structures may obscure signs or windows forming a part of the demised premises, and notwithstanding that access to the demised premises or portions thereof may be diverted or partially obstructed. During the performance of such work, OWNER shall not be liable to TENANT or any party claiming through TENANT for loss of business or other consequential

damages arising out of (a) any change in the Building resulting from such alteration, repair, replacement, renovation, waterproofing or cleaning; (b) any noise, dust and/or debris created in connection therewith; and (c) any disruption to TENANT's business as a result of diverting or partially obstructing TENANT's sign(s)/awning(s) and/or access to and from the demised premises; nor shall any matter arising out of any of the foregoing be deemed a breach of OWNER's covenant of quiet enjoyment or entitle TENANT to any abatement of Fixed Rent and Additional Rent.

67. The monthly rental amount does not include nor is TENANT entitled to any parking on OWNER's property nor does it afford TENANT, its employees, staff, customers, patrons, guests and/or invitees any discount off parking at any parking lot or parking garage owned by or affiliated with OWNER, if any.
68. Notwithstanding any provision to the contrary, all notices required to be sent pursuant to this Lease, shall be sent by either (a) overnight delivery by a reputable overnight delivery carrier; or (b) by certified mail, return receipt requested. If to TENANT, the notice shall be addressed to TENANT at the address first set forth on this Lease, with a copy to its attorney: _____ . If to OWNER, the notice shall be addressed to OWNER at the address set forth on this Lease, and to Gallet Dreyer & Berkey, LLP, 845 Third Avenue, 8th Floor, New York, New York 10022, Attn.: Scott M. Smiler, Esq. Either OWNER or TENANT may designate another or an additional address for notices by sending the other party notice of such new or additional address.

All notices sent by overnight delivery shall be effective when received (or refused); and all notices sent by certified mail, return receipt requested, shall be deemed effective five (5) calendar days after the date mailed, if mailed from a post office in the United States with proof of mailing. Any notice required to be given, or that may be given, by either party may be given and executed by the attorney for that party (or his/her successor provided the other party is given notice of the change prior thereto), and such notice shall have the same force and effect as if executed or given by the party on whose behalf the notice was sent. This notice provision shall not be applicable to rent demands, which rent demands may be made personally or as otherwise provided by law.

69. Intentionally Omitted.
70. TENANT represents and warrants to OWNER that it has not dealt with any real estate broker in connection with this Lease. To the fullest extent permitted by law, TENANT agrees to defend, indemnify and hold OWNER, its agents, servants and employees, harmless from and against any claim of or liability to any real estate broker, finder, or like agent with whom TENANT has dealt (or is alleged to have dealt) by reason of the execution and delivery of

this Lease, and all expenses related hereto, including, without limitation, reasonable attorneys' fees and disbursements.

71. In the event a suit is brought or defended to enforce the terms and conditions of this Contract, the prevailing party shall be entitled to all reasonable expenses incurred in connection with such action, including but not limited to reasonable attorneys' fees, court costs and disbursements.
72. No company, association, director, officer, employee, agent or other person shall solicit or receive, directly or indirectly, any commissions, bonus, gratuity, fee or any other payment not expressly authorized by HPD. Violation of this provision by any company, association, director, officer, employee, agent or other person shall be cause for termination of this Lease and such other further and appropriate action as may be required.
73. This Lease may not be amended or modified except by a further agreement, in writing and executed by the parties hereto.
74. This Lease is of no force and effect unless and until OWNER delivers to TENANT a copy of this Lease executed by OWNER and remains subject to payment of all amounts due upon execution of this Lease.
75. Both parties agree that neither this Lease nor any riders, amendments and extensions hereto, nor any notices hereof (collectively, the "Lease"), shall be recorded. Should either OWNER or TENANT record this Lease, that party shall be in default and the non-defaulting party shall be entitled to exercise all of its rights pursuant to this Lease.
76. In the event that any portion of this Lease, including this Rider, is found unenforceable, the remaining portions shall be fully enforceable.
77. Each party to this Lease represents and warrants that each are authorized to enter into, execute, deliver and perform this Lease, but subject to HPD's approval of this Lease in the case of OWNER's authority. This Lease shall be governed by and construed in accordance with the laws of the State of New York.
78. This Lease and any and all ancillary documents may be signed in any number of counterparts and/or by facsimile/electronic/pdf. Each counterpart and facsimile/electronic/pdf signature shall be considered an original, and each of which, when taken together, shall constitute one single and binding instrument.

IN WITNESS WHEREOF, the parties hereto above have duly executed this Lease as of the day and year first above written.

OWNER:

MASARYK TOWERS
CORPORATION

By: [Signature]
Name: Garrett M. Patton
Title: President

TENANT:

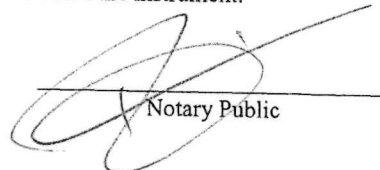
SUNRISE FOOD & CANDY INC.

By: [Signature]
Name: AbdulRUB HUSSAIN
Title: President

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

On the 14 day of April in the year 2015, before me, the undersigned, personally appeared Abdullah Hussain, 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 on behalf of which the individual(s) acted, executed the instrument.

DAVID KRAVITZ
NOTARY PUBLIC, State of New York
No. 24-4829794
Qualified in Kings County
Commission Expires May 31, 2015


Notary Public

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

On the 17th day of June in the year 2015, before me, the undersigned, personally appeared Bernice McCallum, 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 on behalf of which the individual(s) acted, executed the instrument.


Notary Public

YIK KUAN NG
Notary Public, State of New York
No. 01NG6301286
Qualified in Queens County
Commission Expires April 14, 2018

GUARANTY

This Lease Guaranty (the "Guaranty") is made this April 14, ~~day of~~ 2015 by ABDULRUB M. HUSSAIN, whose principal residence is located at
("Guarantor"), with reference to the following recitals.

RECITALS

- A. SUNRISE FOOD & CANDY INC., a New York corporation with its principal office located at 49 Columbia Street, New York, New York ("Tenant"), and MASARYK TOWERS CORPORATION, a New York corporation with its principal office located at 61 Columbia Street, New York, New York ("Landlord"), entered into a certain lease dated simultaneously herewith (the "Lease"), whereby Landlord leased to Tenant and Tenant hired from Landlord certain demised premises known as Store No. 2 in the building located at 49 Columbia Street, New York, New York.
- B. Landlord requires Guarantor to enter into this Guaranty as a condition to Landlord's willingness to enter into the Lease with Tenant.
- C. Guarantor owns a direct or indirect ownership interest in Tenant and will benefit from the Lease.
- D. Capitalized terms not defined herein shall have the same meaning given to such terms in the Lease.

AGREEMENT

NOW, THEREFORE, as an inducement for Landlord to enter into the Lease, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged by Guarantor, Guarantor agrees as follows:

1. Guarantor hereby irrevocably guarantees, unconditionally and absolutely to Landlord, its successors and/or assigns, the full and faithful keeping, performance and observance of all the obligations, responsibilities, liabilities, undertakings, assurances, indemnities, guaranties, warranties, representations, terms, covenants, conditions, understandings, acknowledgments and agreements (collectively, the "Obligations of Tenant") to be kept, performed and observed by Tenant under the Lease (expressly including, but not limited to, the payment in full as and when due of the then Fixed Rent, Additional Rent and all other charges, fees and monetary obligations of any kind whatsoever due Landlord by Tenant under the Lease (collectively, "Rent"), the payment of any and all damages for which Tenant shall be liable under the Lease by reason of any act or omission contrary to any of the Obligations of Tenant under the Lease, the replenishment of any deficiencies in the amount of the security deposited by Tenant under the Lease, and the payment of any and all reasonable attorneys' fees, court and collection costs, disbursements and other expenses incurred by Landlord in order to obtain possession of the demised premises in the event Tenant does not vacate and

deliver the demised premises to Landlord in accordance with and upon the cancellation, termination or expiration of the Lease), without requiring any notice to Guarantor of non-payment or non-performance, or proof, presentment or notice of demand, to hold Guarantor responsible under this Guaranty, all of which, Guarantor hereby expressly waives.

2. Landlord shall have the right from time to time, and at any time in its sole and absolute discretion, without notice to or consent from Guarantor and without affecting, impairing or discharging in whole or in part, Guarantor's obligations hereunder: (a) to amend, modify, change, compromise, release or otherwise alter in any respect whatsoever pursuant to a separate written agreement between Landlord and Tenant, the Obligations of Tenant under the Lease (and Guarantor does guarantee and promise to fully and faithfully keep, perform and observe all such Obligations of Tenant under the Lease as so amended, modified, changed, compromised, released or otherwise altered; (b) to grant extensions of time and other indulgences of any kind to Tenant; (c) to fail or refuse to exercise or enforce any claims, rights or remedies of any kind whatsoever which Landlord may have against Tenant under the Lease, or with respect to any security held by Landlord under the Lease; and/or (d) to add (or subsequently release) another individual or entity as a guarantor of the Obligations of Tenant under the Lease.

3. If, pursuant to law or to any option granted under the Lease, additional space shall be included in, or substituted for all or any part of the demised premises, or if the Lease is modified, amended or extended by a separate written agreement between Landlord and Tenant in any other similar or dissimilar respect, the obligations of Guarantor hereunder shall extend and apply with respect to the full and faithful keeping, performance and observance of all of the Obligations of Tenant which are to be kept, performed and observed by Tenant with respect to any such additional space, substituted space, modification, amendment or extension.

4. This Guaranty is an absolute, direct, immediate and unconditional guaranty of payment and performance and Guarantor's liability hereunder is primary, not secondary. Accordingly, Landlord, its successors and assigns, may enforce this Guaranty against Guarantor without the necessity of first making a demand upon or instituting a proceeding against Tenant. Guarantor shall pay on demand, all costs and expenses, including without limitation reasonable attorneys' fees, court and collection costs, disbursements and other expenses that may be incurred in enforcing the terms of this Guaranty or that may be incurred in any legal proceeding brought to enforce or apply this Guaranty.

5. Guarantor hereby agrees that this is a guaranty of payment and not of collection and Landlord shall not be required to resort to any actions to enforce collection of any obligations from the Tenant, its successors and assigns, or any other person guaranteeing any of the Obligations of Tenant, or resort to any security or other deposit under the Lease or otherwise enforce any rights and remedies Landlord may have under the Lease, prior to the commencement of any action against Guarantor. Neither the obligations nor the liabilities of Guarantor under this Guaranty shall be released, reduced,

diminished, offset or otherwise affected by the existence of, or Landlord's receipt, application, uses, retention or releases of, any security deposit or letter of credit given, held or applied by Landlord under the Lease for the performance, observance and compliance with any of the terms, covenants or conditions required to be performed, observed and complied with by Tenant under the Lease, and for the purposes of this Guaranty, Landlord shall be deemed not to be holding any security under this Lease and not to have applied, used or retained an security deposit or letter of credit.

6. Notwithstanding anything to the contrary, all of the obligations of Guarantor hereunder shall be immediately due and payable upon the occurrence of a default by Tenant which continues beyond the expiration of the applicable notice and/or grace period, if any, under the Lease. If Guarantor fails to timely pay any amount payable under this Guaranty when due, interest on such amount from the date it became due shall accrue at the rate of one and one-half (1.5%) percent per month, or at the maximum rate permitted by law, whichever is less, until such amount with such interest is paid, whether or not a judgment is sooner obtained therefore; and such interest shall be payable by Guarantor to Landlord as and when it accrues.

7. All rights, powers and remedies afforded to Landlord by reason of the Lease and this Guaranty are in addition to all other rights, powers and remedies given to Landlord by law and are separate and cumulative remedies. It is agreed that not one such remedy, whether or not exercised by Landlord, shall be deemed to be exclusive of any of the other remedies available to Landlord and shall not limit or prejudice any other legal or equitable remedy which Landlord may have. No delay or failure on the part of Landlord in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Landlord of any right or remedy shall preclude other or further exercises thereof or the exercise of any other right or remedy.

8. Guarantor shall not set up or claim any defense, setoff, counterclaim or other objection of any kind to any demand or claim, or to any action or proceeding, at law, in equity or otherwise, made or brought at any time hereunder by Landlord, including but not limited to (a) any defense of any statute of limitations in any action under or related to this Guaranty or the Lease; (b) any right or defense that may arise by reason of the incapacity, lack of authority, death or disability of Tenant or any other person; (c) any right or defense that may arise by reason of the absence, impairment, modification, limitation, destruction or cessation (in bankruptcy, by an election of remedies, or otherwise) of the Obligations of Tenant; and (d) any right or defense that may arise by reason of Landlord being prevented from bringing any action against a guarantor. Guarantor hereby waives trial by jury in any action or proceeding, at law, in equity or otherwise, on or in connection with this Guaranty. Guarantor also agrees that, in any jurisdiction, it will be conclusively bound by the judgment in any action by Landlord against Tenant wherever brought as if Guarantor were a party to such action, even though Guarantor is not joined as a party in such action.

Notwithstanding anything to the contrary contained herein, Guarantor may claim a set-off or defense to this Guaranty if based upon a statute of limitations defense and/or any defense to or limitation on the liability or obligations of Tenant under the Lease or any invalidity or unenforceability, in whole or in part, of any obligation of Tenant under the Lease or of any term of the Lease.

9. Intentionally omitted.

10. Until all Obligations of Tenant under the Lease have been fully paid, performed and/or fulfilled, and all periods whereby a creditor of Tenant may recover such payment or performance from Landlord have irrevocably expired, Guarantor: (a) has no right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor under this Guaranty; (b) waives any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any payment or act of performance in compliance with the obligations of Guarantor hereunder; and (c) subordinates any present or future, liquidated or unliquidated liability, indebtedness or obligation of Tenant to Guarantor to each of the Obligations, irrespective of the dates of the incurrence, accrual or maturity thereof.

11. Guarantor agrees not receive any payment from Tenant, including but not limited to, salary, compensation, payment for services or other distributions or disbursements, including loan repayments and "S" corporation, partnership or limited liability company distributions that would cause Tenant to be incapable of meeting any obligation under the Lease. Guarantor agrees that no such payment shall be received from Tenant at a time when Tenant is in default of the Lease. Guarantor agrees that in respect of any payments made hereunder, the Guarantor shall not have any rights based on suretyship, subrogation or otherwise to stand in the place of Landlord so as to compete with Landlord as a creditor of Tenant, unless and until all Obligations of Tenant have been fully satisfied.

12. Intentionally omitted.

13. All notices sent pursuant to this Guaranty shall be in writing and shall be deemed to have been given for all purposes: (i) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (ii) or upon receipt or refusal if sent via a nationally recognized overnight carrier, in each case, addressed to the other party at its address stated below (or such other address as such party shall have notified the other party of in accordance herewith):

To Guarantor:

Abdulrub M. Hussain
c/o Sunrise Food & Candy Inc.
49 Columbia Street
New York, New York 10002

To Landlord: Masaryk Towers Corporation
61 Columbia Street
New York, New York 10002
Attention: Mitch Magidson

with a copy to: Gallet Dreyer & Berkey, LLP
845 Third Avenue, 8th Floor
New York, New York 10022
Attention: Scott M. Smiler, Esq.

14. This Guaranty shall be effective upon execution of the Lease whether Tenant is in possession of the demised premises or not. This Guaranty will remain in effect during any period of extension of the Lease or any holdover period by Tenant during which Tenant remains in possession of the demised premises after the term of the Lease has expired.

15. For the purposes of this Guaranty, the obligations of the Guarantor hereunder shall (i) survive the cancellation, termination or expiration of the Lease with respect to those Obligations of Tenant under the Lease which survive the cancellation, termination or expiration of the same; and (ii) survive the cancellation or termination of the Lease by reason of a default by Tenant, whether or not the Obligations of Tenant under the Lease actually survive such cancellation or termination, and Guarantor shall remain bound to perform its obligations under this Guaranty notwithstanding such cancellation or termination. For the purposes of this Guaranty, the Lease shall be deemed to have been extended for (and this Guaranty shall continue in full force and effect with respect to) any period during which Tenant or anyone claiming through or under Tenant occupies all or any part of the demised premises as a "statutory tenant," so-called, under any present or future law.

16. Guarantor hereby expressly agrees that the validity of this Guaranty and its obligations hereunder shall in no way be terminated, affected, diminished or impaired by reason of:

(a) Any assignment of the Lease by Tenant (unless a substitute guarantor is approved by Landlord in accordance with the terms of Paragraph 21 herein) or the subletting by Tenant of all or a portion of the demised premises, with or without the consent of Landlord;

(b) Any written renewal, extension, alteration, amendment, modification or change of the Lease by Landlord and Tenant or their successor and assigns;

(c) Any granting by Landlord of extensions of time for the performance of any of the Obligations of Tenant under the Lease;

(d) Any waiver, deferral, reduction or compromising of any Rent due Landlord by Tenant under the Lease;

(e) The failure by Landlord to require strict performance of any term, covenant, obligation or condition of the Lease or to exercise any rights, powers or remedies granted to Landlord under the Lease; and

(f) Tenant or Guarantor being adjudged bankrupt; making a general assignment for the benefit of creditors; adopting a plan of reorganization; or appointing or being assigned a receiver or trustee on account of the insolvency of Tenant or Guarantor.

17. Guarantor expressly agrees (without in any way limiting its liability under any other provision of this Guaranty) that it shall, at the request of Landlord, enter into a new lease with Landlord upon the same terms and conditions contained in the Lease immediately prior to its termination for a term commencing on the termination date of the Lease and ending on the last day of the term of the Lease if in any proceeding under the Bankruptcy Act of the United States, as amended from time to time, or any proceeding under any other similar present or future federal or state law or as a result of the decision of any court interpreting any of the same, the Lease shall be terminated or rejected, or the Obligations of Tenant thereunder and any rights or remedies Landlord may have against Tenant shall be limited, impaired, stayed, changed, released or modified on account of the same. Neither Guarantor's obligation to make a payment in accordance with the terms of this Guaranty nor any remedy for the enforcement thereof shall be impaired, modified, changed, stayed, released or limited in any manner whatsoever by an impairment, modification, change, release limitation or stay of the liability of Tenant or its estate in bankruptcy or any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the Bankruptcy Act of the United States or other statute or from the decision of any court interpreting any of the same, and Guarantor shall be obligated under this Guaranty as if no such impairment, stay, modification, change, release or limitation had occurred.

18. If Landlord or Guarantor participates in an action against the other arising out of or in connection with this Guaranty, the prevailing party shall be entitled to have and recover from the other reasonable attorneys' fees, court and collection costs, disbursements and other expenses incurred in and in preparation for the actions. However, in no event shall either party be entitled to recover punitive, consequential, special, incidental or indirect damages from the other.

19. Landlord may, without notice, voluntarily or by operation of law, assign this Guaranty in whole or in part and no assignment or transfer of this Guaranty shall operate to extinguish or diminish the liability of Guarantor. If requested by Landlord, Guarantor shall promptly execute and deliver an estoppel certificate to the effect that this Guaranty is in full force and effect and has not been amended (or setting forth any amendments, as applicable), waived or terminated and whether the Guarantor has any knowledge of any default by Landlord or Tenant under the Lease. Guarantor agrees that

any such estoppel certificate may be relied upon by anyone holding or proposing to acquire an interest in the demised premises and/or the Property from or through Landlord or by a mortgagee or prospective mortgage.

20. GOOD GUY: Notwithstanding anything to the contrary contained herein, in the event of a Legal Surrender (as defined below) of the demised premises at any time other than the last day of the term of the Lease, as the same may have been modified, amended or extended, Guarantor shall be released from any liability accruing under this Guaranty in connection with any Obligation of Tenant arising in, under and out of the Lease after the actual date of surrender, except Guarantor shall remain obligated to replenish any portion of Tenant's security deposit which Tenant had failed to do so prior to the actual date of surrender; and provided however and notwithstanding anything to the contrary, Guarantor shall continue to remain liable pursuant to the terms of this Guaranty for (i) all the Obligations of Tenant under the Lease which arose or accrued on or prior to the actual date of surrender; (ii) any liability of Tenant arising out of a breach of any Obligation of Tenant under the Surrender Declaration (as defined below); and (iii) all costs and expenses, including but not limited to reasonable attorneys' fees, court and collection costs, disbursements and other expenses, incurred by Landlord in connection with the enforcement of any of the provisions of the Lease on or prior to the actual date of surrender, or this Guaranty, or the attempted collection of any amounts due hereunder.

The term "Legal Surrender" shall mean for the purposes of this Guaranty, that the Tenant shall have performed all of the following:

(a) Following not less than one hundred and twenty (120) calendar days' (the "Surrender Notice Period") prior written notice from Tenant to Landlord (the "Surrender Notice") (notice to be given in accordance with the terms of the Lease) and provided (i) at the time of sending its Surrender Notice, throughout the Surrender Notice Period and as of the actual surrender date, Tenant is not in default under the terms of the Lease nor owes Landlord any Rent; and (ii) Tenant has surrendered the demised premises in vacant, broom clean condition and in accordance with the terms of the Lease and without limiting the foregoing, has surrendered the demised premises free and clear of: (A) all liens and encumbrances caused, created, suffered or permitted by Tenant or any Tenant-Related Parties; (B) hazardous materials caused, created, suffered or permitted by Tenant or any Tenant-Related Parties; and (C) all subleases, licenses, tenancies or claims of right therein;

(b) Tenant has executed and delivered, and Landlord has received, a duly executed and acknowledged Surrender Declaration by Tenant in the form of Exhibit "A" attached hereto, together with payment to Landlord of all Rent due Landlord by Tenant under the Lease which have accrued and will accrue through the actual date of surrender, and all keys (together with alarm and access codes, if any) to the demised premises;

(c) Tenant has fully completed all of the Tenant's Improvements (as defined under the Lease) and has fully paid all costs and expenses thereof and Tenant has

otherwise fully and completely performed all of the Obligations of Tenant under the Lease through the actual date of surrender; and

(d) Guarantor has provided Landlord with timely notice of any address changes.

Nothing contained in this Article or elsewhere in this Guaranty shall release Tenant from any liability under the Lease.

This Article shall survive the actual date of surrender.

21. RELEASE ON ASSIGNMENT: In connection with an assignment of the Lease approved by Landlord, Guarantor shall have the right to substitute a guarantor in its place and be released from its obligation hereunder provided at the time of Guarantor's substitution request, (i) Tenant is not in default under the Lease; (ii) such proposed substitute guarantor is reasonably acceptable to Landlord and has a liquid net worth of not less than Guarantor's net worth as of the date of the Lease; and (iii) such proposed substitute guarantor executes this same form of Guaranty or at Landlord's sole election, such form as commonly used by Landlord at such time. Provided the foregoing requirements for release are met to Landlord's satisfaction, as of the effective date of the approved assignment (the "Release Date"), Guarantor shall be released from any and all liability accruing under this Guaranty in connection with any Obligations of Tenant under the Lease from and after the Release Date. However, Guarantor shall continue to remain liable pursuant to the terms of this Guaranty for (i) all Obligations of Tenant under the Lease for which Guarantor was responsible under this Guaranty and which arose or accrued on or prior to the Release Date; and (ii) any liability of Tenant or Guarantor arising out of a breach of any warranty or representation of Tenant or Guarantor under this Guaranty.

Nothing contained in this Article or elsewhere in this Guaranty shall release Tenant from any liability under the Lease.

This Article shall survive the Release Date.

22. The failure of Landlord to insist upon the performance of any obligation to be performed by Guarantor shall not be deemed to be a waiver thereof or of any preceding or succeeding breach thereof or of any other obligation. No provision of this Guaranty may be waived except by a writing signed by Landlord and Guarantor. The waiver of any breach of this Guaranty shall not be deemed a waiver of any preceding or subsequent breach of the same obligation, or of any other obligation, to be performed hereunder. No extension of time for the performance of any obligation or act shall be deemed or construed as an extension of the time for the performance of any other obligation or act.

23. Notwithstanding anything to the contrary contained herein, this Guaranty shall not be construed as creating a landlord-tenant relationship, nor shall the payment of any sums pursuant to this Guaranty entitle Guarantor to possess or occupy all or any

portion of the demised premises. No payment by Guarantor pursuant to any provision of this Guaranty shall entitle Guarantor, by subrogation or otherwise, to the rights of Landlord to any payment by Tenant or to any security deposit or letter of credit delivered to Landlord by or on behalf of Tenant under the Lease. The provisions of this Article shall survive the expiration or sooner termination of this Guaranty and the Lease.

24. This Guaranty applies to, inures to the benefit of and binds all parties hereto, their heirs, devisees, legatees, executors, administrators, representatives, successors and assigns (including any purchaser at judicial foreclosure or trustee's sale or a holder of a deed in lieu thereof). This Guaranty shall be transferrable by Landlord to the same extent and with the same force and effect as the Lease may be transferrable by Landlord.

25. Guarantor agrees to do all things and take all actions, and to make, execute and deliver such other documents and instruments as shall be reasonably requested to carry out the provisions, intent and purpose of this Guaranty.

26. This Guaranty shall be deemed to have been made in New York County, New York, and shall be governed and construed in all respects by the laws of the State of New York without regard to principles of conflict of laws.

27. All actions or proceedings relating directly or indirectly to this Guaranty shall be litigated only in New York County. Guarantor and its respective successors and assigns, hereby agree that any state court located within New York County shall be the exclusive forum – to the exclusion of all other forums – for any and all litigation with respect to or arising out of this Guaranty or the relationship created hereunder. Guarantor consents to the exercise of personal jurisdiction over it by those courts and to accept service of process issued by those courts with respect to any action pursuant to this subparagraph. Guarantor shall not: (a) attempt to challenge the venue of any such action; (b) attempt to transfer the venue of any such action; (c) attempt to remove any such action to a federal court; or (d) seek dismissal of any such action pursuant to the doctrine of forum non conveniens. To the fullest extent permitted by law, Guarantor and its respective successors and assigns, hereby waive all rights to a trial by jury.

28. Wherever possible, each provision of this instrument shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this instrument shall be prohibited by, or invalid under, such law, then such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guaranty. Further, if any such provision or portion of such provision may be reduced and/or narrowed in scope or the like, such provision or portion of such provision shall be reduced, narrowed in scope or the like and so enforced.

29. This Guaranty is absolute and is not conditioned in any way upon the genuineness, validity or enforceability of the Lease or the Obligations of Tenant under the Lease.

30. The provisions of this Guaranty cannot be waived, deleted, stricken, supplemented, changed, modified, amended, altered, extended, cancelled or terminated unless in a writing signed by both Landlord and Guarantor.

31. This Guaranty constitutes the entire agreement and supersedes all prior agreements and understandings, whether oral or written, with respect to the subject matter hereof.

32. Guarantor warrants and represents that Guarantor has full power and authority to execute, deliver and perform this Guaranty, and that neither the execution, delivery nor performance of this Guaranty will violate any law or regulation, or any order or decree of any court or governmental authority, or will conflict with, or result in the breach of, or constitute a default under, any agreement or other instrument to which Guarantor is a party or by which Guarantor may be bound, or will result in the creation or imposition of any lien, claim or encumbrance upon any property of Guarantor.

33. Guarantor warrants and represents that at the time of the execution and delivery of this Guaranty, nothing exists to impair the immediate effectiveness of the obligations of Guarantor hereunder.

34. Guarantor has received a copy of the Lease and all exhibits, attachments and addendums thereto, if any, and has read, understood and agreed with the terms and conditions of such. Guarantor acknowledges that he has had the opportunity to have advice of his own legal counsel before execution of this Guaranty.

35. In the event this Guaranty is executed after the original date of the Lease, Guarantor acknowledges, understands and agrees to the following: (i) this Guaranty was intended to be executed on or prior to the date of the Lease; (ii) dating this Guaranty after the Lease is not evidence that Landlord would have made the Lease without this Guaranty; (iii) this Guaranty remains supported by good and sufficient consideration; and (iv) the parties intended for this Guaranty to be dated on or prior to the date of the Lease but the delivery or logistics involved in getting Guarantor's signature hindered, but did not defeat, such intent.

36. Intentionally omitted.

37. The recitals set forth above are incorporated herein by this reference.

(signature continued on next page)

Date: 4/14/15

Guarantor:

x Abdulrub M. Hussain
Name: Abdulrub M. Hussain

Address of Primary Residence:

Telephone No.: _____
Social Security No.: _____

STATE OF NY)
COUNTY OF KINGS) ss.:

On the 14 day of April in the year 2015 before me, the undersigned, personally appeared Abdulrub M. Hussain, 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.

DAVID KRAVITZ
NOTARY PUBLIC, State of New York
No. 24-4829794
Qualified in Kings County
Commission Expires May 31, 2015

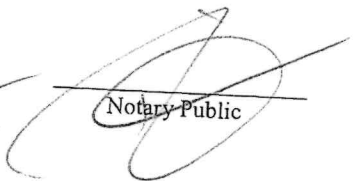

Notary Public

EXHIBIT "A"

SURRENDER DECLARATION

This Surrender Declaration dated this ____ day of _____, 20____, is made by _____, a _____ ("Tenant") having an office located at _____.

WITNESSETH:

WHEREAS, Landlord and Tenant heretofore entered into a certain written lease (the "Lease") dated _____, 20____, wherein and whereby Landlord leased to Tenant and Tenant hired from Landlord certain demised premises (the "Demised Premises") at the building known as _____ and as more fully described in the Lease; and

WHEREAS, Tenant desires to surrender the Demised Premises effective as of the date of this Surrender Declaration and all keys (together with alarm and access codes, if any) to the Demised Premises are delivered to Landlord (hereinafter referred to as the "Surrender Date").

NOW, THEREFORE, in consideration of the covenants contained herein, the receipt, sufficiency and adequacy of which are hereby acknowledged, Tenant agree as follows:

1. **Surrender of the Demised Premises.** Effective as of the Surrender Date, Tenant hereby surrenders to Landlord all of Tenant's right, title and interest in and to the Demised Premises and the Lease, together with all alterations, additions, improvements and installations in and to the Demised Premises, to the intent and purpose that the estate of Tenant in and to the Demised Premises shall be wholly extinguished as of the Surrender Date.

2. **General Tenant Representations.** Tenant hereby warrants and represents to Landlord that nothing has been done or suffered by Tenant whereby the Lease, the Demised Premises or the estate of Tenant in and to said Demised Premises or any part thereof, have been encumbered in any way whatsoever, the Tenant has a right to surrender the same; and that no one other than Tenant has acquired through or under Tenant any right, title or interest in and to the Lease or the term and estate granted thereby or in and to all or any part of the Demised Premises covered by the Lease including, without limitation, all alterations, additions, improvements and installations in and to the Demised Premises.

3. **Representations on Brokerage.** Tenant further warrants and represents to Landlord that it has not dealt with any real estate agent or broker in connection with this Surrender Declaration (*other than* _____ ("*Broker*")) and that this Surrender Declaration was not brought about or procured through the use or instrumentality of any agent or broker (*other than Broker*). Tenant covenants and agrees to indemnify and hold Landlord harmless from and against any and all claims for commissions, finder's fees or other compensation made by any agent or agents and/or any broker or brokers (*other than Broker*) based upon any dealings between Tenant and any agent or agents and/or broker or brokers (*other than Broker*), together with all reasonable costs and expenses incurred by Landlord in resisting such claims (including, without limitation, reasonable attorneys' fees, court and collection costs, disbursement and other expenses).

4. **Tenant's Continuing Liability.** The delivery of this Surrender Declaration to Landlord shall not affect any liability or obligation of Tenant under the Lease and should not be construed to diminish, limit or otherwise reduce any liability or obligation that Tenant would otherwise have under the Lease if this Surrender Declaration were never delivered to Landlord.

5. **Successors and Assigns.** The covenants, conditions, provisions and agreements contained in this Surrender Declaration shall bind Tenant, its successor and/or assigns and inure to the benefit of Landlord and its successors and assigns.

IN WITNESS WHEREOF, Tenant has executed this Declaration as of the day and year first above written.

TENANT:

By: _____
Name: _____
Title: _____
Date: _____

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of ____ in the year ____ before me, the undersigned, 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