



Department of  
Housing Preservation  
& Development  
nyc.gov/hpd

Office of Asset & Property  
Management  
Division of Housing Supervision  
100 Gold Street  
New York, N.Y. 10038

ADOLFO CARRIÓN JR.  
Commissioner

A. A. HENDRICKSON  
Deputy Commissioner

JULIE WALPERT  
Assistant Commissioner

November 1, 2022

Scott M. Smiler, Esq.  
Gallet Dreyer & Berkey, LLP  
845 Third Avenue, 5<sup>th</sup> Floor  
New York, NY 10022

Re: Masaryk Towers  
Clearfield Columbia Street Drug Corp.  
Lease Modification

Dear Mr. Smiler:

HPD has reviewed and approved the lease modification agreement between Masaryk Towers and Clearfield Columbia Street Drug Corp.

The lease modification agreement is for a (5) five-year period commencing February 1, 2022 and terminating April 30, 2027. The annual rent payable in equal monthly installments shall be as follows:

• February 1, 2022 – April 30, 2022	\$4,000.00
• May 1, 2022 – April 30, 2023	\$4,120.00
• May 1, 2023 – April 30, 2024	\$4,243.60
• May 1, 2024 – April 30, 2025	\$4,370.91
• May 1, 2025 – April 30, 2026	\$4,502.04
• May 1, 2026 – April 30, 2027	\$4,637.10

If you have any questions, please contact me at 212-863-7534.

Sincerely,

Carl Hicks – Supervisor  
Mitchell-Lama Portfolio

cc: Julie Walpert  
Peter Donohue

Board of Directors  
Mitch Magidson



## LEASE MODIFICATION AGREEMENT

THIS LEASE MODIFICATION AND EXTENSION AGREEMENT (this "AGREEMENT") is entered into as of this 22<sup>nd</sup> day of APRIL, 2022, by and between MASARYK TOWERS CORPORATION, a New York corporation with its principal office located at 61 Columbia Street, New York, New York ("Landlord") and CLEARFIELD COLUMBIA STREET DRUG CORP., a New York corporation with its principal office located at ~~53~~-55 Columbia Street, New York, New York ("Tenant").

WHEREAS, Landlord and Tenant heretofore entered into a certain lease dated as of May 1, 1997 (the "1997 Lease") covering certain demised premises in the building located at 53-55 Columbia Street, New York, New York (individually, "53 Columbia Street" and "55 Columbia Street"; and collectively, "53-55 Columbia Street") for a term of ten (10) years, commencing on May 1, 1997 and terminating on April 30, 2007;

WHEREAS, Landlord and Tenant heretofore entered into a certain Lease Modification and Extension Agreement dated January 17, 2007 (the "2007 Modification") which subject to certain conditions, modified and extended the term of the Lease from May 1, 2007 until April 30, 2017 (the 1997 Lease and 2007 Modification are collectively, the "Lease"); and

WHEREAS, Tenant occupied 53-55 Columbia on a month-to-month basis from May 1, 2017 until present; and

WHEREAS, Landlord and Tenant are desirous to further modify the Lease and to further extend the term of the Lease in the respects hereinafter provided, but in no other respects.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), the mutual covenants contained herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged by each party hereto, the parties agree as follows:

1. The term of the Lease is hereby extended until April 30, 2027 (the "Extended Term"). All other terms and conditions of the Lease shall apply to the Extended Term.

2. Tenant, at its sole cost and expense, shall separate, divide and decouple 53-55 Columbia Street (the "Division") into two separate individual commercial spaces of equal size, with two separate and distinct main entrances onto the plaza, and without each divided space relying on the other for utility services (i.e. water, electric, gas, steam, heat, air-conditioning, telephone, cable, internet and WiFi). Such divided space shall be known as 53 Columbia Street and 55 Columbia Street. Tenant shall perform the Division in compliance with Paragraph 11 below and in accordance with all laws, rules, regulations, codes and ordinances of all governmental agencies and authorities having jurisdiction over 53-55 Columbia Street. The Division shall not be considered completed unless and until all building permits opened in connection with the Division or in any way related

thereto, are closed, completed or signed-off upon as of record by all governmental or quasi-governmental authorities or departments having or asserting jurisdiction thereover, and Tenant shall deliver to Landlord a Letter of Completion issued by the DOB in connection therewith (the date of delivery of all of the aforementioned items shall be deemed the "Division Completion Date").

3. As of the Division Completion Date, Tenant shall vacate and surrender to Landlord all of Tenant's right, title and interest in and to 53 Columbia Street, together with all repairs, replacements, renovations, refurbishments, improvements, installations, alterations, additions, attachments, fixtures, equipment, building systems and utility services (including, but not limited to, electrical, plumbing, heating, air-conditioning, vents, ducts, fans and exhausts) in and to the 53 Columbia Street, to the intent and purpose that the estate of Tenant in and to 53 Columbia Street shall be wholly extinguished as of the Division Completion Date. As of the Division Completion Date, Tenant shall surrender to Landlord all of the keys in and to 53 Columbia Street, to the intent and purpose that all of Tenant's rights to access 53 Columbia Street shall be wholly extinguished as of the Division Completion Date. As of the date Tenant actually vacates and surrenders 53 Columbia Street and delivers the keys to 53 Columbia Street to Landlord (the "Surrender Date"), the Lease shall no longer apply to 53 Columbia Street. In furtherance of the foregoing, on the Surrender Date, Tenant shall execute and deliver to Landlord the Surrender Declaration attached hereto as Exhibit "A".

4. The rent during the Extended Term of the Lease is modified and shall be paid in equal monthly installments on the first day of each and every month as follows:

<u>PERIOD</u>	<u>ANNUAL RENT</u>	<u>MONTHLY RENT</u>
February 1, 2022 – April 30, 2022	\$48,000.00	\$4,000.00
May 1, 2022 – April 30, 2023	\$49,440.00	\$4,120.00
May 1, 2023 – April 30, 2024	\$50,923.20	\$4,243.60
May 1, 2024 – April 30, 2025	\$52,450.90	\$4,370.91
May 1, 2025 – April 30, 2026	\$54,024.42	\$4,502.04
May 1, 2026 – April 30, 2027	\$55,645.15	\$4,637.10

5. Tenant's additional security deposit in the amount of One Thousand Five Hundred Fifty-Nine Dollars and Seventy-Six Cents (\$1,559.76) is due and payable upon the execution of this Lease. Throughout the Extended Term, 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.

6. Paragraph 42(d) of the Lease is deleted in its entirety and the following is included in lieu thereof:

“Notwithstanding the amount of coverage of liability insurance procured by Tenant in accordance with Paragraph 42 hereof, to the fullest extent permitted by law, Tenant shall indemnify, defend and hold HPD, the New York City Housing Development Corporation (“HDC”), the City of New York, Landlord and Landlord’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; and/or (c) 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 written consent of Landlord. Notwithstanding the foregoing, counsel designated by an Indemnified Party’s insurance carrier does not require Tenant’s consent thereto.

In the event that Tenant refuses, neglects or otherwise fails to defend an Indemnified Party in any such action and/or to pay forthwith any sums which shall become due under this Article, the Indemnified Party shall have the right to defend against such claims or litigation and to pay such sums, and Tenant shall be liable to the Indemnified Party for any and all fees, costs, expenses and disbursements, including appeals, paid by the Indemnified Party, and all other sums paid by the Indemnified Party which are the obligation of Tenant under this Article.

Landlord shall not be responsible or liable to Tenant or any Tenant-Related Party for any loss or damage that may be occasioned by the acts or omissions of persons occupying or using (i)

any other space in the building; (ii) any space adjacent to or adjoining the demised premises; and/or (iii) any part thereof.

The provisions of this Paragraph 42(d) shall survive the expiration or earlier termination or cancellation of this Lease.”

7. The following is added to Paragraph 44 of the Lease:

“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 Landlord and HPD.

Tenant shall reimburse Landlord on demand for any costs, including, but not limited to, reasonable attorneys’ fees and other expenses that may be incurred by Landlord in connection with said assignment or sublease (including, but not limited to, in reviewing Tenant’s assignment or sublet request, and assignee or sublessee background information).

No assignment of this Lease or subletting and/or licensing of all or a part of the demised premises shall release Tenant from the further observance or performance by Tenant of all of the covenants, conditions, terms and provisions on the part of Tenant to be performed or observed under this Lease.

If Tenant’s interest in this Lease is assigned, or if the demised premises or any part thereof be sublet, licensed or occupied by anyone other than Tenant, Landlord may collect rent from the assignee, subtenant, licensee or occupant and apply the amount collected, less the reasonable costs of collection of such amount, to the Fixed Rent and all Additional Rent herein reserved, but no such assignment, subletting, license, occupancy or collection shall be deemed a waiver of the provisions of this Article or of any default hereunder or the acceptance of the assignee, subtenant, licensee or occupant as Tenant, or a release of Tenant from the further observance or performance by Tenant of all of the covenants, conditions, terms and provisions on the part of Tenant to be performed or observed hereunder.”

Paragraph 44 of the Lease is further modified to add the words “and Owner” after the word “HPD” on the first line of the paragraph.

8. Paragraph 45 of the Lease is deleted in its entirety and the following is included in lieu thereof:

“Landlord shall be under no obligation to furnish steam, hot water, heat, ventilation/exhaust and air-conditioning to the demised premises and the provision of steam, hot water, heat, ventilation/exhaust and air-conditioning will be the sole responsibility of Tenant. Tenant

acknowledges, understands and agrees that in the event Tenant installs air-conditioning, heating and venting 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 ventilation/exhaust and/or 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 Landlord's prior written consent to the same."

9. Paragraph 46 of the Lease is deleted in its entirety and the following is included in lieu thereof:

"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 Landlord be responsible for charges for electricity or gas consumed at the demised premises. Landlord agrees that Tenant may use Landlord'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 Landlord to be the sole judge), Landlord may repair or replace said electric meters, electrical equipment, gas meters and/or gas lines and Tenant shall pay Landlord for the cost of repair and/or replacement of the same as Additional Rent. Landlord 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 and Additional 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 Landlord. In the event Tenant is unable to maintain said accounts with the designated public utility for any reason whatsoever, Landlord 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 Landlord.

So as to not imperil the safety of any individual using, occupying or visiting the demised premises, or damage the property of Landlord or any individual using, occupying or visiting the demised premises, 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 Landlord's prior written consent.

Notwithstanding anything to the contrary, in the event in Landlord's sole reasonable judgment, Tenant's use of the electric meters, electrical equipment, gas meters and/or gas lines servicing the demised premises poses a safety risk or adversely affects the quality of electricity and/or gas supplied to other portions of the building, Landlord may repair or replace said electric meters, electrical equipment, gas meters and/or gas lines and Tenant shall pay Landlord for the cost of repair and/or replacement of the same as Additional Rent."

10. Paragraph 52 of the Lease is modified to delete the words "or subletting of the demised premises".
11. Paragraph 53 of the Lease is deleted in its entirety and the following is included in lieu thereof:

"Notwithstanding anything to the contrary, Landlord 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 event, 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 Landlord, 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 Landlord's property (i.e. an adjoining Tenant's demised premises or Landlord's basement). In the event that a Utility Line requires repair and/or replacement (of which fact Tenant constitutes and appoints Landlord to be the sole judge), Landlord may repair or replace said Utility Line and Tenant shall pay Landlord 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 Landlord.

It is understood and agreed by and between Landlord 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 prior written consent of Landlord to the following:

- (a) plans, specifications and blueprints prepared by a professional engineer or licensed architect (collectively, “Plans”);
- (c) 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);
- (d) filings with, and permits and approvals issued by, the New York City Department of Buildings (the “DOB”) or such other governmental agency having jurisdiction thereover, if such filings, permits and approvals are required (such permits and approvals to be based upon Tenant’s Plans as approved by Landlord and/or Landlord’s architects/engineers);
- (e) 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 Landlord and/or Landlord’s architects/engineers);
- (f) all construction shall be performed in accordance with all laws, rules, regulations, codes and ordinances of all governmental agencies and authorities having jurisdiction thereover;
- (g) 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 Landlord, its MANAGING AGENT, HPD, HDC and THE CITY OF NEW YORK as additional insureds on such policy; and
- (h) 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, Landlord shall not be required to give its consent unless each of the foregoing is satisfied by Tenant or waived by Landlord (in Landlord’s sole discretion).



Landlord may either: (A) evidence its consent 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 consent if Landlord 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 Landlord for the Building; and/or (ii) would subject Landlord 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 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 Landlord to make a decision as to the acceptability of the Plan. If Landlord refuses consent, Landlord shall advise Tenant about those revisions or corrections which Landlord requires and Tenant shall submit a revised and/or corrected Plan to Landlord thereafter for its consent in accordance therewith.

All building permits opened in connection with Tenant's Improvements or in any way related thereto, are to be closed, completed or signed-off upon as of record by all governmental or quasi-governmental authorities or departments having or asserting jurisdiction thereover, and Tenant shall deliver to Landlord a Letter of Completion issued by the DOB in connection 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 Landlord in its review of the Plan as Additional Rent when billed."

12. The following is added as Paragraph 55 to the Lease:

"In no event shall Landlord be responsible for charges for water consumed at the demised premises or for any water/sewer rent and/or frontage charges. Landlord agrees that Tenant may use Landlord'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 Landlord to be the sole judge), Landlord may repair or replace said water meters and/or ancillary equipment and Tenant shall pay Landlord for the cost of repair and/or replacement of same as Additional Rent. Landlord 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 and Additional Rent. Tenant shall make no alteration or addition to the water meters or ancillary equipment without the prior written consent of Landlord.

Tenant acknowledges, understands and agrees that Landlord 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. Such payments shall be deemed Additional Rent and shall be paid within five (5) calendar days of demand, so that Landlord or its designee can be reimbursed for the payment of the same previously made by Landlord 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 Landlord unless and until a final bill is received by Landlord and Landlord is reimbursed for any monies it paid related to water consumption attributable to this Lease or any holdover thereof (including the cost of reading said meter). 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.

Landlord's failure during the term of this Lease to prepare and deliver any water consumption bills or statements, or Landlord's failure to make a demand, shall not in any way waive or cause Landlord 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 Landlord'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, Landlord may repair or replace said water meters and ancillary equipment and Tenant shall pay Landlord for the cost of repair and/or replacement of the same as Additional Rent."

13. The following is added as Paragraph 56 to the Lease:

"Tenant shall extend every reasonable effort to control the conduct of the customers, patrons, guests and/or invitees 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, and/or beer license, if applicable (collectively, "License to Operate"). Landlord shall fully cooperate with Tenant and execute all forms and applications that Tenant shall reasonably request Landlord 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 Landlord. Landlord 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 (60<sup>th</sup>) 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."

14. The following is added as Paragraph 57 to the Lease:

"Tenant shall sweep and hose down the sidewalks adjacent to the demised premises when necessary and required under applicable law, but always after (i) transporting its Waste (as defined below) from the demised premises (either in garbage bags, cans, bins, dumpster or containers); or (ii) spilling anything on the surface of the sidewalks adjacent to the demised premises."

15. The following is added as Paragraph 58 to the Lease:

"Tenant shall, at its own cost and expense, arrange for the removal of all of its trash, rubbish, refuse, garbage, debris and recyclables (collectively, "Waste") from the demised premises. 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 Landlord, are necessary for the proper operation of the demised premises.

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."

16. The following is added as Paragraph 59 to the Lease:

“Tenant shall, at its own cost and expense, keep its drains, waste lines 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 waste disposal devices as may be required by all authorities having jurisdiction thereof, from time to time.”

17. The following is added as Paragraph 60 to the Lease:

“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, 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 Landlord or other tenants or occupants in the building.”

18. The following is added as Paragraph 61 to the Lease:

“Tenant shall not cause or suffer to occur in any manner whatsoever, the 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 in violation of applicable laws. 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 Tenant’s manufacturing, production, processing, use, storage, disposal, transportation or Release of any Hazardous Substance at, upon, under, within or over the demised premises or any contiguous or adjacent part or portion of the entire Property in violation of applicable laws. 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.”

19. The following is added as Paragraph 62 to the Lease:

“Tenant acknowledges and understands that at some time during the term of this Lease, Landlord 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 goods sold)) (the “Awning Project”). In the event Landlord elects to undertake the Awning Project, Landlord shall notify Tenant of said election upon no less than thirty (30) days’ prior written notice.

Upon commencement of the Awning Project, Landlord shall remove Tenant’s existing awning and shall manufacture and install Tenant’s new awning consistent with the intended uniform appearance of all of Landlord’s commercial tenants’ awnings; and Tenant shall pay Landlord 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 Landlord 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 Landlord’s commercial tenants’ awnings.

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 Landlord’s commercial tenants located at 43-47, 49, 51, 53 and 55 Columbia Street, New York, New York.

Once Tenant’s awning is installed by or on behalf of Landlord 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 Landlord to be the sole judge), Landlord may repair or replace said awning and Tenant shall pay Landlord for the cost of said repair and/or replacement as Additional Rent.

Once the Tenant’s awning is installed by or on behalf of Landlord 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 Landlord (whose consent may be withheld in Landlord’s sole discretion), Landlord 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 Landlord the cost of said removal, manufacturing and installation as Additional Rent.”

20. The following is added as Paragraph 63 to the Lease:

“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, snow and ice.”

21. The following is added as Paragraph 64 to the Lease:

“In the event Landlord (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, in-ground vaults, entry/exit ways to/from 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 Landlord’s option or to comply with law), Landlord 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, Landlord 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 windows, signs and/or awnings, 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 Landlord’s covenant of quiet enjoyment or entitle Tenant to any abatement of Fixed Rent and Additional Rent.”

22. The following is added as Paragraph 65 to the Lease:

“The monthly rental amount does not include nor is Tenant entitled to any parking on Landlord’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 Landlord, if any.”

23. The following is added as Paragraph 66 to the Lease:
- “In the event a suit is brought or defended to enforce the terms and conditions of this Lease, 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.”
24. In order to induce Landlord to enter into this Agreement, Tenant warrants and represents that no real estate broker was involved on its behalf in negotiating or consummating this Agreement, and agrees to the fullest extent permitted by law, to defend, indemnify and hold Landlord harmless from and against any and all claims of liability to any 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 Agreement, and all expenses related hereto, including, without limitation, attorneys’ fees, court and collection costs, disbursements and other expenses.
25. No corporation, partnership, limited liability company, association, joint-venture, officer, director, manager, trustee, shareholder, member, partner, principal, agent, representative, employee, servant, professional, consultant, expert or any other person (collectively, “Interested Parties” or “Interested Party”, where grammatically appropriate) shall offer, pay, solicit or receive, directly or indirectly, any commissions, bonuses, gratuities, fees or any other payment not expressly authorized by HPD. Violation of this provision by any Interested Party shall be cause for termination of this Agreement and such other further and appropriate action as may be required.
26. Except as herein expressly provided, the Lease is not amended, changed or modified in any respect whatsoever but is hereby in all respects as amended, ratified and confirmed. This Agreement is not intended, nor should it be construed in any way whatsoever, as a waiver of any of Landlord’s rights, nor prejudice Landlord in any way whatsoever, nor shall it estop Landlord from raising any claim in connection with any of Tenant’s defaults prior to the date of this Agreement, and Landlord expressly reserves any and all of its rights.
27. In the event of a conflict between the terms of the Lease and this Agreement, the terms of this Agreement shall prevail.
28. This Agreement shall be binding upon the parties hereto, their successors and assigns and may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. Any term, condition or provision of this Agreement may be waived at any time but only in writing by the party which is entitled to the benefits thereof.
29. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
30. It is specifically understood and agreed that this Agreement, and the forwarding of the same

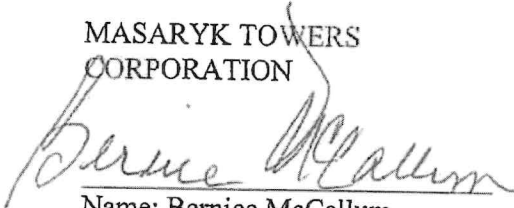
to Tenant hereto, shall not constitute an offer by or otherwise bind Landlord hereunder until such time as this Agreement has been approved by HPD, executed by Landlord and delivered to Tenant; and all of Tenant's arrears, if any, have been paid in full.

31. This Agreement is expressly conditioned upon the prior written approval of HPD.
32. This Agreement and any and all ancillary documents may be signed in any number of counterparts and/or by facsimile/electronic/pdf signature. 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 Agreement as of the day and year first above written.

LANDLORD:

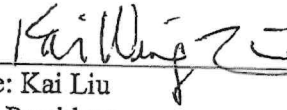
MASARYK TOWERS  
CORPORATION



Name: Bernice McCallum  
Title: President

TENANT:

CLEARFIELD COLUMBIA  
STREET DRUG CORP.



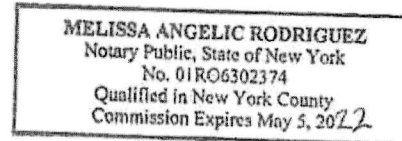
Name: Kai Liu  
Title: President



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

On the 22<sup>ND</sup> day of APRIL in the year 2022, 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.

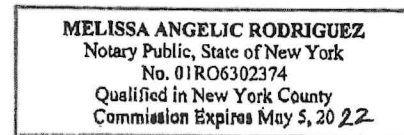
*Melissa Rodriguez*  
Notary Public



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

On the 22<sup>ND</sup> day of APRIL in the year 2022, before me, the undersigned, personally appeared KAI LIU, 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.

*Melissa Rodriguez*  
Notary Public



**EXHIBIT "A"**

**SURRENDER DECLARATION**

This Surrender Declaration dated this 22<sup>nd</sup> day of APRIL, 2022, is made by CLEARFIELD COLUMBIA STREET DRUG CORP., a New York corporation ("Tenant") having an office located at 55 Columbia Street, New York, New York 10002.

**WITNESSETH:**

**WHEREAS**, Landlord and Tenant heretofore entered into a certain lease dated as of May 1, 1997 (the "1997 Lease") covering certain demised premises in the building located at 53-55 Columbia Street, New York, New York (individually, "53 Columbia Street" and "55 Columbia Street"; and collectively, the "Demised Premises");

**WHEREAS**, Landlord and Tenant heretofore entered into a certain Lease Modification and Extension Agreement dated January 17, 2007 (the "2007 Modification");

**WHEREAS**, Landlord and Tenant heretofore have entered into a certain Lease Modification and Extension Agreement dated as of the date hereof (the "2022 Modification") (the 1997 Lease, 2007 Modification and 2022 Modification are collectively, the "Lease");

**WHEREAS**, Tenant desires to surrender 53 Columbia Street effective as of the date of this Surrender Declaration (the "Surrender Date"), and to surrender all keys (together with alarm and access codes, if any) to 53 Columbia Street (collectively, the "Keys") effective as of the Surrender Date.

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00), the mutual covenants contained herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged by Tenant, Tenant agrees as follows:

1. **Surrender of 53 Columbia Street and the Keys.**

a. Effective as of the Surrender Date, Tenant hereby vacates and surrenders to Landlord all of Tenant's right, title and interest in and to 53 Columbia Street and the Lease, together with all repairs, replacements, renovations, refurbishments, improvements, installations, alterations, additions, attachments, fixtures, equipment, building systems and utility services (including, but not limited to, electrical, plumbing, heating, air-conditioning, vents, ducts, fans and exhausts) in and to 53 Columbia Street, to the intent and purpose that the estate of Tenant in and to 53 Columbia Street shall be wholly extinguished as of the Surrender Date.

b. Effective as of the Surrender Date, Tenant hereby surrenders to Landlord all of

the Keys in and to 53 Columbia Street, to the intent and purpose that all of Tenant's rights to access 53 Columbia Street shall be wholly extinguished as of the Surrender Date.

2. **General Tenant Representations.** Tenant hereby represents and warrants to Landlord that nothing has been done or suffered whereby the Lease, the estate granted thereby, 53 Columbia Street, or any fixtures, equipment, installations, additions or improvements therein, have been encumbered in any way whatsoever. Tenant further represents and covenants that as of the Surrender Date, Tenant (i) owns the tenant's interest in the Lease; (ii) has the right to surrender 53 Columbia Street and terminate the Lease; and (iii) no other person or entity has acquired or will acquire through or under Tenant any right, title or interest in or to 53 Columbia Street (including any right of occupancy therein), or any part thereof, or in or to said fixtures, equipment, installations, additions or improvements therein. Tenant hereby represents and warrants to Landlord that it has not performed or failed to perform any act which would result in a claim against 53 Columbia Street or an action against Landlord, its agents, servants and/or employees, and to the fullest extent permitted by law, agrees to indemnify and hold Landlord, its agents, servants and employees, harmless against any such claim or action including, but not limited to, attorneys' fees incurred by Landlord in defending such claim, action or breach of this Surrender Declaration.

Tenant represents that any alterations, additions or improvements made to 53 Columbia Street by or on behalf of Tenant (i) were made pursuant to any and all required consents, approvals, signoffs and permits by any governmental and quasi-governmental authorities; (ii) were made in compliance with all applicable laws, rules and regulations (including, without limitation, building code requirements); and (iii) were paid for in full and any and all mechanic's liens filed against 53 Columbia Street as a result thereof, if any, have been completely satisfied, released and discharged of record.

Tenant represents that it has "closed-out" all "open" permits of record in regard to any alterations, additions or improvements made to 53 Columbia Street by or on behalf of Tenant.

3. **Condition of Demised Premises upon Surrender.** As of the Surrender Date, Tenant shall surrender 53 Columbia Street in accordance with and as required under the Lease and shall deliver 53 Columbia Street vacant and broom clean, reasonable wear and tear excepted, absent any damage and free and clear of any tenants, licensees or occupants, or persons or entities in possession claiming through or under any of the foregoing. Any and all inventory, goods, supplies, trade fixtures, furniture, furnishings, decorations, repairs, replacements, renovations, refurbishments, improvements, installations, alterations, additions, attachments, fixtures, equipment, building systems and utility services (including, but not limited to, electrical, plumbing, heating, air-conditioning, vents, ducts, fans and exhausts) remaining in 53 Columbia Street, whether same was installed by Landlord or Tenant, or installed on behalf of Tenant (collectively, "Personal Property"), shall (i) not be removed by Tenant as of the Surrender Date; (ii) be deemed abandoned by Tenant as of the Surrender Date; and (iii) as of the Surrender Date and at Landlord's option, shall either (a) become Landlord's property; or (b) may be disposed of, in which event, the proceeds of such sale or

other disposition shall belong to Landlord.

Tenant represents to Landlord that it has good and marketable title to all Personal Property, free and clear of any and all liens, judgments, claims and encumbrances, and that the Personal Property is not rented, leased or licensed in any manner whatsoever.

Tenant represents to Landlord that none of the Personal Property are subject to any service contracts which would be binding upon Landlord as of and after the Surrender Date. To the extent a service contract is transferrable and pre-paid in full, then Tenant shall transfer said service contract to Landlord as of the Surrender Date. To the extent a service contract is not transferrable and pre-paid in full, then Tenant shall terminate such service contract as of the day before the Surrender Date.

4. Intentionally deleted.

5. **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 and that this Surrender Declaration was not brought about or procured through the use or instrumentality of any agent or broker. To the fullest extent permitted by law, 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 based upon any dealings between Tenant and any agent or agents and/or broker or brokers, together with all reasonable costs and expenses incurred by Landlord in resisting such claims (including, but not limited to, reasonable attorneys' fees, court and collection costs, disbursement and other expenses).

6. Intentionally deleted.

7. **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.

(signatures continued on next page)

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

TENANT:

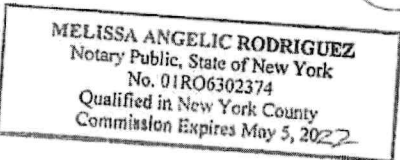
CLEARFIELD COLUMBIA  
STREET DRUG CORP.

By: Kai Wing Liu  
Name: KAI WING LIU  
Title: President  
Date: 4/22/22

STATE OF )  
                               ) ss.:  
COUNTY OF )

On the 22<sup>nd</sup> day of APRIL in the year 2022 before me, the undersigned, personally appeared KAI WING LIU, 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.

Melissa Rodriguez  
Notary Public



MELISSA ANGELIC RODRIGUEZ  
Notary Public, State of New York  
No. 01RO6302374  
Qualified in New York County  
Commission Expires May 5, 2022

## GUARANTY

This Lease Guaranty (the "Guaranty") is made this 22<sup>ND</sup> day of APRIL, 2022 by KAI LIU, whose principal residence is located at 55 COLUMBIA ST ("Guarantor"), with reference to the following recitals.

## RECITALS

A. CLEARFIELD COLUMBIA STREET DRUG CORP., a New York corporation with its principal office located at 55 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"), heretofore entered into a certain lease dated as of May 1, 1997 (the "1997 Lease") covering certain demised premises in the building located at 53-55 Columbia Street, New York, New York (individually, "53 Columbia Street" and "55 Columbia Street"; and collectively, the "demised premises").

B. Landlord and Tenant heretofore entered into a certain Lease Modification and Extension Agreement dated January 17, 2007 (the "2007 Modification").

C. Simultaneously herewith, Landlord and Tenant have entered into a certain Lease Modification and Extension Agreement dated as of the date hereof (the "2022 Modification") (the 1997 Lease, 2007 Modification and 2022 Modification are collectively, the "Lease").

D. Landlord requires Guarantor to enter into this Guaranty as a condition to Landlord's willingness to enter into the 2022 Modification with Tenant.

E. Guarantor owns a direct or indirect ownership interest in Tenant and will benefit from the Lease.

F. 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 2022 Modification, 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: Kai Liu  
c/o Clearfield Columbia Street Drug Corp.  
55 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, 5<sup>th</sup> 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 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 sixty (60) 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. Intentionally omitted.

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: 4/22/2012

Guarantor:

x Kai Liu  
Name: Kai Liu

Address of Primary Residence:

Telephone No.: \_\_\_\_\_  
Social Security No. \_\_\_\_\_





**EXHIBIT "A"**

**SURRENDER DECLARATION**

This Surrender Declaration dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is made by CLEARFIELD COLUMBIA STREET DRUG CORP., a New York corporation ("Tenant") having an office located at 55 Columbia Street, New York, New York 10002.

**WITNESSETH:**

**WHEREAS**, Landlord and Tenant heretofore entered into a certain lease dated as of May 1, 1997 (the "1997 Lease") covering certain demised premises in the building located at 53-55 Columbia Street, New York, New York (individually, "53 Columbia Street" and "55 Columbia Street"; and collectively, the "Demised Premises");

**WHEREAS**, Landlord and Tenant heretofore entered into a certain Lease Modification and Extension Agreement dated January 17, 2007 (the "2007 Modification");

**WHEREAS**, Landlord and Tenant heretofore have entered into a certain Lease Modification and Extension Agreement dated as of the date hereof (the "2022 Modification") (the 1997 Lease, 2007 Modification and 2022 Modification are collectively, the "Lease");

**WHEREAS**, Tenant desires to surrender the Demised Premises effective as of the date of this Surrender Declaration (the "Surrender Date"), and to surrender all keys (together with alarm and access codes, if any) to the Demised Premises (collectively, the "Keys") effective as of the Surrender Date.

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00), the mutual covenants contained herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged by Tenant, Tenant agrees as follows:

**1. Surrender of the Demised Premises and the Keys.**

a. Effective as of the Surrender Date, Tenant hereby vacates and surrenders to Landlord all of Tenant's right, title and interest in and to the Demised Premises and the Lease, together with all repairs, replacements, renovations, refurbishments, improvements, installations, alterations, additions, attachments, fixtures, equipment, building systems and utility services (including, but not limited to, electrical, plumbing, heating, air-conditioning, vents, ducts, fans and exhausts) 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.

b. Effective as of the Surrender Date, Tenant hereby surrenders to Landlord all of the Keys in and to the Demised Premises, to the intent and purpose that all of Tenant's rights to access the Demised Premises shall be wholly extinguished as of the Surrender Date.

2. **General Tenant Representations.** Tenant hereby represents and warrants to Landlord that nothing has been done or suffered whereby the Lease, the estate granted thereby, the Demised Premises, or any fixtures, equipment, installations, additions or improvements therein, have been encumbered in any way whatsoever. Tenant further represents and covenants that as of the Surrender Date, Tenant (i) owns the tenant's interest in the Lease; (ii) has the right to surrender the Demised Premises and terminate the Lease; and (iii) no other person or entity has acquired or will acquire through or under Tenant any right, title or interest in or to the Demised Premises (including any right of occupancy therein), or any part thereof, or in or to said fixtures, equipment, installations, additions or improvements therein. Tenant hereby represents and warrants to Landlord that it has not performed or failed to perform any act which would result in a claim against the Demised Premises or an action against Landlord, its agents, servants and/or employees, and to the fullest extent permitted by law, agrees to indemnify and hold Landlord, its agents, servants and employees, harmless against any such claim or action including, but not limited to, attorneys' fees incurred by Landlord in defending such claim, action or breach of this Surrender Declaration.

Tenant represents that any alterations, additions or improvements made to the Demised Premises by or on behalf of Tenant (i) were made pursuant to any and all required consents, approvals, signoffs and permits by any governmental and quasi-governmental authorities; (ii) were made in compliance with all applicable laws, rules and regulations (including, without limitation, building code requirements); and (iii) were paid for in full and any and all mechanic's liens filed against the Demised Premises as a result thereof, if any, have been completely satisfied, released and discharged of record.

Tenant represents that it has "closed-out" all "open" permits of record in regard to any alterations, additions or improvements made to the Demised Premises by or on behalf of Tenant.

3. **Condition of Demised Premises upon Surrender.** As of the Surrender Date, Tenant shall surrender the Demised Premises in accordance with and as required under the Lease and shall deliver the Demised Premises vacant and broom clean, reasonable wear and tear excepted, absent any damage and free and clear of any tenants, licensees or occupants, or persons or entities in possession claiming through or under any of the foregoing. Any and all inventory, goods, supplies, trade fixtures, furniture, furnishings, decorations, repairs, replacements, renovations, refurbishments, improvements, installations, alterations, additions, attachments, fixtures, equipment, building systems and utility services (including, but not limited to, electrical, plumbing, heating, air-conditioning, vents, ducts, fans and exhausts) remaining in the Demised Premises, whether same was installed by Landlord or Tenant, or installed on behalf of Tenant (collectively, "Personal Property"), shall (i) not be removed by Tenant as of the

Surrender Date; (ii) be deemed abandoned by Tenant as of the Surrender Date; and (iii) as of the Surrender Date and at Landlord's option, shall either (a) become Landlord's property; or (b) may be disposed of, in which event, the proceeds of such sale or other disposition shall belong to Landlord.

Tenant represents to Landlord that it has good and marketable title to all Personal Property, free and clear of any and all liens, judgments, claims and encumbrances, and that the Personal Property is not rented, leased or licensed in any manner whatsoever.

Tenant represents to Landlord that none of the Personal Property are subject to any service contracts which would be binding upon Landlord as of and after the Surrender Date. To the extent a service contract is transferrable and pre-paid in full, then Tenant shall transfer said service contract to Landlord as of the Surrender Date. To the extent a service contract is not transferrable and pre-paid in full, then Tenant shall terminate such service contract as of the day before the Surrender Date.

4. **Security Deposit.** Notwithstanding anything to the contrary contained herein, Tenant acknowledges that Landlord is currently holding Tenant's security deposit in the amount of \$\_\_\_\_\_ (the "Security Deposit") pursuant to the Lease, which as of the Surrender Date, shall be released to, and retained by, Landlord; and as of the Surrender Date, Tenant waives, surrenders and releases all of Tenant's rights, title and interest in and to the Security Deposit and any and all other deposits and other sums paid to Landlord under the Lease.

5. **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*). To the fullest extent permitted by law, 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, but not limited to, reasonable attorneys' fees, court and collection costs, disbursement and other expenses).

6. **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.

7. **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:

CLEARFIELD COLUMBIA  
STREET DRUG CORP.

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