

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **April 30, 2024**

HF FOODS GROUP INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other Jurisdiction of
incorporation)

001-38180
(Commission
File No.)

81-2717873
(IRS Employer
Identification No.)

6325 South Rainbow Boulevard, Suite 420
Las Vegas, Nevada
(Address of principal executive offices)

89118
(Zip Code)

Registrant's telephone number, including area code: **(888)-905-0998**

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, \$0.0001 par value	HFFG	Nasdaq Capital Market
Preferred Share Purchase Rights	N/A	Nasdaq Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

On April 30, 2024, 273 Fifth Avenue, L.L.C. (“Assignee”), a Delaware limited liability company and wholly owned subsidiary of the Company assumed the lease of the premises at 275 Fifth Avenue, New York, New York, dated as of July 2, 2018 (the “Lease”), as amended by that certain Amendment to Lease, dated as of January 21, 2021, (the “Amendment to Lease”), between 825 Broadway Realty, LLC, Samayabeneli RE LLC, AS 2 East 30, LLC, 273 Yoco LLC, and UBA 2 East 30, LLC (collectively, the “Landlord”), and Anheart Inc., a New York corporation and a former subsidiary of the Company (the “Assignor”), pursuant to an Assignment and Assumption of Lease Agreement (the “Assignment”), dated as of August 16, 2022 and effective between Assignor and Assignee as of April 30, 2024 (the “Effective Date”), when Landlord consent was obtained. Pursuant to the Assignment, the Assignor assigned to the Assignee all of its right, title and interest in the Lease.

The Lease covers a certain portion of the ground floor, lower level, and second floor of the building located at 275 Fifth Avenue, New York, New York, as more particularly described and illustrated in Exhibit A in the Lease. The Lease term ends on April 30, 2034, and is renewable at the option of the lessee for up to two additional 5-year terms. The Company shall pay the rent amounts due under the Lease as set forth in Exhibit E to the Lease.

The Lease, the Amendment to Lease, and the Assignment are attached hereto as Exhibit 10.1, 10.2 and 10.3, respectively and are incorporated herein by reference. The description of the Lease, the Amendment to Lease, and the Assignment herein do not purport to be complete and are qualified in their entirety by reference to Exhibits 10.1, 10.2 and 10.3.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description of Exhibits
10.1	Lease dated July 2, 2018, between Anheart Inc. and 825 Broadway Realty, LLC, Samayabeneli RE LLC, AS 2 East 30, LLC, 273 Yoco LLC, and UBA 2 East 30, LLC.
10.2	Amendment to Lease, dated as of January 21, 2021, between Anheart, Inc. and 825 Broadway Realty, LLC, Samayabeneli RE LLC, AS 2 East 30, LLC, 273 Yoco LLC, and UBA 2 East 30, LLC.
10.3	Assignment and Assumption of Lease Agreement, dated as of August 16, 2022 and effective as of April 30, 2024, between Anheart, Inc. and 273 Fifth Avenue, L.L.C.
104	Cover Page Interactive Data File (formatted as Inline XBRL)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

HF FOODS GROUP INC.

Date: May 6, 2024

/s/ Felix Lin

Felix Lin

President and Chief Operating Officer

825 Broadway Realty, LLC
Samayabeneli RE LLC
AS 2 East 30, LLC
273 Yoco LLC
UBA 2 East 30, LLC,
as tenants in common

Landlord

to

Anheart Inc.,

Tenant

LEASE

Dated as of July 2, 2018

The Premises are located in that certain building known as:

275 Fifth Avenue, New York, New York

LEASE (this "Lease"), dated as of July 2, 2018, between 825 Broadway Realty, LLC, Samayabeneli RE LLC, S 2 East 30, LLC, 273 Yoco LLC, and UBA 2 East 30, LLC, as tenants in common, having an address c/o Premier Equities Management, LLC, 1151 Broadway, Suite 2S, New York, New York 10001 (collectively, "Landlord"), and Anheart Inc., having an address at 135-15 40th Road, Suite 402, Flushing, New York 11354 ("Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner of the building (the "Building") located at 275 Fifth Avenue, New York, New York; and

WHEREAS, Tenant is desirous of leasing a certain portion of the ground floor, lower level, and second floor of the Building (such portion shall be referred to collectively herein as the "Premises") as shown on the attached exhibit, and Landlord is willing to lease the Premises to Tenant, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, Landlord and Tenant agree as follows:

ARTICLE OF DEFINITIONS

Definitions. As used herein:

"Additional Rent" shall mean all sums of money, other than Fixed Rent (as hereinafter defined), as shall become due and payable from Tenant to Landlord under or pursuant to this Lease.

"Alterations" shall have the meaning set forth in Section 23.1(A).

"Bankruptcy Code" shall have the meaning set forth in Section 15.2(A).

"Base Tax Year" shall mean the twelve (12) month period from July 1, 2018 through and including June 30, 2019.

"Building" shall have the meaning set forth in the Preamble.

"CGL" shall have the meaning set forth in Section 23.1(B)(vii).

"Commencement Date" shall have the meaning set forth in Section 1.4.

"Control Area" shall have the meaning set forth in Section 5.1(A).

"Cure Period" shall have the meaning set forth in Section 16.1.

"Destruction Date" shall have the meaning set forth in Article Xii(B).

"Environmental Laws" shall have the meaning set forth in Section 24.1.

"Expiration Date" shall have the meaning set forth in Section 1.2(A).

"Fixed Rent" shall have the meaning set forth in Section 2.1(A).

"Guarantor" shall have the meaning set forth in Section 33.1.

"Guaranty" shall have the meaning set forth in Section 33.1.

"Hazardous Substances or Waste" shall have the meaning set forth in Section 24.1 .

"HVAC" shall have the meaning set forth in Section 8.3(A).

"ICAP" shall have the meaning set forth in Section 30.1.

"Incentive Programs" shall have the meaning set forth in Section 30.1.

"Landlord" shall have the meaning set forth in the Preamble.

"Landlord Parties" shall have the meaning set forth in Section 8.1(J).

"Landlord's Work" shall have the meaning set forth in Section 1.3(A).

"Laws" shall have the meaning set forth in Section 11.1(A).

"Lease" shall have the meaning set forth in the Preamble.

"Lease Term" shall have the meaning set forth in Section 1.2(A).

"Lease Year" shall mean, for the first Lease Year, the period commencing on the Commencement Date and ending on the last day of the month immediately prior to the month in which the twelve-month anniversary of the Commencement Date occurs, and in each subsequent Lease Year, each subsequent period of twelve months.

"Mortgage" shall have the meaning set forth in Section 15.1.

"Notice" shall have the meaning set forth in Section 20.

"Permitted Use" shall have the meaning set forth in Section 5.1..

"Premises" shall have the meaning set forth in the Preamble.

"Real Estate Taxes" shall mean all real estate taxes, sewer rents, water frontage charges, business improvement district and other assessments, special or otherwise, levied, assessed or imposed by the City of New York or any other taxing authority upon or with respect to the land, Building, development, subterranean or air rights or otherwise in connection with the real property located at and known as 275 Fifth Avenue, (Block 859, Lot 88), or such other tax lot(s) that may be subsequently redesignated including, without limitation, in connection with any future subdivision, combination or condominium) and all taxes assessed or imposed with respect to the rentals payable hereunder other than general income, gross receipts and excess profits taxes (except that general income, gross receipts and excess profits taxes shall be included if covered by the provisions of the following sentence). Real Estate Taxes shall also include any

taxes, charges or assessments levied, assessed or imposed by any taxing authority in addition to or in lieu of the present method of real estate taxation, including, but not limited to, any occupancy, gross receipts, rental, income, franchise, transit or other tax. With respect to any Tax Year, all Tax Expenses (as hereinafter defined) shall be considered as part of the Real Estate Taxes for such Tax Year. Tenant hereby waives any right to institute or join in tax certiorari proceedings or other similar proceedings contesting the amount or validity of any Real Estate Taxes.

“Rent” shall have the meaning set forth in Section 2.1(B).

“Sign Items” shall have the meaning set forth in Section 25.1.

“Special Cause of Loss Form” shall have the meaning set forth in Section 8.1(J)(1)(i).

“Subsequent Year” shall mean each Tax Year commencing within the Term of this Lease that shall be subsequent to the Base Tax Year.

“Superior Lease” shall have the meaning set forth in Section 15.1.

“Superior Lessor” shall have the meaning set forth in Section 15.1.

“Superior Mortgage” shall have the meaning set forth in Section 15.1.

“Superior Mortgagee” shall have the meaning set forth in Section 15.1.

“Tax Expenses” shall mean all expenses (including but not limited to customary and usual attorneys’ fees, expert and other witnesses’ fees and disbursements) incurred by Landlord in connection with any application or proceeding to reduce the assessed valuation of the land and Building for each Tax Year with respect to Real Estate Taxes or otherwise in contesting the validity or amount of any Real Estate Taxes or in obtaining a refund of Real Estate Taxes.

“Tax Statement” shall mean a statement setting forth the amount payable by Tenant for a specified Subsequent Year pursuant to Article III.

“Tax Year” shall mean each 12-month period commencing July 1st and ending June 30th or any portion of which occurs during the Term of this Lease.

“Tenant” shall have the meaning set forth in the Preamble.

“Tenant Change” shall have the meaning set forth in Section 8.1(E).

“Tenant’s Property” shall have the meaning set forth in Section 6.1.

“Tenant’s Property Policy” shall the meaning set forth in Section 8.1(J)(1)(i).

“Tenant’s Proportionate Share” shall mean 45%.

“Tenant’s Tax Payment” shall have the meaning set forth in Section 3.1.

"Tenant's Work" shall have the meaning set forth in Section 1.3(B).

"Term" shall have the meaning set forth in Section 1.2(A).

"Transferee" shall have the meaning set forth in Section 24.5.

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

"Work" shall have the meaning set forth in Section 8.1(K)(1).

"Work Completion Date" shall have the meaning set forth in Section 1.3(B).

ARTICLE I

Demise of Premises: Term

SECTION 1.1 Demise. Landlord hereby demises to Tenant and Tenant hereby hires from Landlord, subject to the covenants and agreements contained in this Lease, the Premises, as substantially shown on Exhibit A attached hereto and made a part hereof. No vaults, vault space or area, whether or not enclosed or covered, not within the property line of the Building is leased hereunder, anything contained in or indicated on any sketch, blueprint or plan, or anything contained elsewhere in this Lease to the contrary notwithstanding. Landlord makes no representation as to the location of the property line of the Building. All vaults and vault space, if any, and all such areas not within the property line of the Building that Tenant may be permitted to use and/or occupy are to be used and/or occupied under a revocable license, and if any such license be revoked, or if such space or area be diminished or required by any federal, state or municipal authority or public utility, Landlord shall not be subject to any liability, nor shall Tenant be entitled to any compensation or diminution or abatement of Rent (as hereinafter defined), nor shall such revocation, diminution or requisition be deemed constructive or actual eviction. Any tax, fee or charge of municipal authorities for such vault or area shall be paid by Tenant.

SECTION 1.2 Term; Commencement Date; Expiration Date.

(A) The term of this Lease ("Lease Term" or "Term") shall begin on the Commencement Date (as hereinafter defined) and shall end, unless sooner terminated, on the last day of the fifteenth Lease Year (such date, the "Expiration Date").

(B) Failure to Give Possession: If Landlord is unable to give possession of the Premises on the Commencement Date because of the holding-over or retention of possession of any tenant, undertenant, or occupants, or if the Premises are located in a building being constructed, because such building has not been sufficiently completed to make the Premises ready for occupancy, or because of the fact that a certificate of occupancy has not been procured, or for any other reason whatsoever, Landlord shall not be subject to any liability for failure to give possession on said date and the validity of this Lease shall not be impaired under such circumstances, nor shall the same be construed in any wise to extend the term of this Lease, but the Rent payable hereunder shall be abated (provided Tenant is not responsible for the inability to obtain possession or complete construction) until after Landlord shall have given Tenant written notice that Landlord is able to deliver possession in the condition required by this Lease. If permission is given to Tenant to enter into the Premises or to occupy the Premises prior to the Commencement Date, Tenant covenants and agrees that such possession and/or occupancy shall be deemed to be pursuant and under all the terms, covenants, conditions and provisions of this Lease, except the obligation to pay the Fixed Rent (as hereinafter defined). The provisions of this Section 1.2(B) are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

SECTION 1.3 Landlord's Work; Tenant's Work.

(A) Landlord shall not be required to perform any work to prepare the Premises for Tenant's occupancy other than the "Landlord's Work." Landlord Work shall be deemed to mean the work listed on Exhibit B annexed hereto.

(B) At Tenant's sole expense, Tenant shall perform or cause the performance of Alterations (as defined below) in and to the Premises and promptly prepare the same for the operation of Tenant's business therein ("Tenant's Work") in accordance with all the terms, conditions and provisions contained in this Lease including, without limitation, Article XXIII hereof. Tenant shall submit plans and specifications for Tenant's Work to Landlord for Landlord's approval no later than forty five (45) days from the date hereof, and Tenant covenants and agrees to use diligent efforts to complete Tenant's Work in accordance with accepted plans and specifications as promptly as possible and open for business to the public fully fixtured, stocked and staffed within six (6) months following the Commencement Date (the "Work Completion Date"), time being of the essence. Tenant acknowledges that the foregoing covenant is a material inducement for Landlord to enter into this Lease with Tenant and that the damage to Landlord resulting from any such failure by Tenant to timely open the Premises for business will be substantial and will be impossible to accurately measure. Accordingly, Tenant agrees that in the event Tenant fails to complete Tenant's Work and open for business to the public fully fixtured, stocked and staffed by the Work Completion Date (time being of the essence), in addition to any other rights and remedies Landlord may have hereunder or at law or in equity, Tenant shall pay to Landlord, in addition to the Rent payable hereunder (and to the extent a rent

concession is then in effect, the Fixed Rent that would be due hereunder assuming such rent concession was not in effect), an additional item of Additional Rent in an amount equal to the aggregate of the per diem Fixed Rent then payable hereunder for each day such failure continues. For the purposes of this Lease, "Additional Rent" shall mean all sums of money, other than Fixed Rent and Percentage Rent (as hereinafter defined), as shall become due and payable from Tenant to Landlord under or pursuant to this Lease.

SECTION 1.4 Commencement Date. "Commencement Date" means the date upon which (i) Landlord's Work is substantially completed, and (ii) Landlord tenders possession of the Premises to Tenant. The term "substantial completion" or "substantially completed" or words of similar import shall mean the date when Landlord's Work in the Premises then remaining to be done, if any, consists of minor "punchlist items" and shall have reached that stage of completion such that Tenant could either use or occupy the Premises or Tenant could then proceed to commence its initial Alterations without unreasonable interference by reason of those items still required to complete Landlord's Work, not including any of Landlord's Work that may relate to work outside of the Premises. Further, taking of possession of the Premises by Tenant or the commencement of construction by Tenant following Tenant's receipt of notice from Landlord of substantial completion of Landlord's Work in respect thereof, or otherwise, shall be conclusive evidence that substantial completion was, in fact, achieved. Within a reasonable time following Landlord's receipt and approval of Tenant's plans and specifications for Tenant's Work, Landlord agrees to deliver to Tenant a form ACP-5.

SECTION 1.6 Required Opening. If after the date that is forty-five (45) days after the Work Completion Date Tenant has still failed to complete Tenant's Work and open the Premises to the public for business fully fixtured, stocked and staffed, then Landlord shall have the right, but not the obligation, to terminate this Lease upon not less than five (5) days prior written notice until such time as Tenant is actually open to the public for business from the Premises as aforesaid. If Landlord elects to terminate this Lease and Tenant fails to open to the public for business within five (5) days after receipt of written notice, then, in such event, neither party shall have any further obligations or liability hereunder except as and to the extent same expressly survives the expiration or earlier termination of this Lease.

SECTION 1.7 Operation.

(A) This Lease is intended to be a "net lease", and except as may otherwise be expressly provided herein, Tenant shall have sole responsibility for the care, maintenance, management, operation, control, use and occupancy of the Premises in all respects, and Tenant shall be liable for and shall bear all of the costs and expenses of the operation and maintenance of the Premises. Except as specifically otherwise set forth herein, Tenant shall not be entitled to any abatement, reduction, setoff, counterclaim, defense or deduction with respect to any Rent or other sum, charge, cost, expense, payment or deposit payable by Tenant hereunder, nor shall the obligations of Tenant hereunder be affected, by reason of, without limitation, any of the following: (i) any damage or destruction of the Premises or any part thereof, (ii) any taking of the Premises or any part thereof by condemnation or otherwise; (iii) any prohibition, limitation, restriction or prevention of Tenant's use, occupancy or enjoyment of the Premises or any part thereof, or any interference with such use, occupancy or enjoyment by any party other than Landlord or any party claiming by, through or under Landlord; (iv) any default by Landlord

under this Lease or under any other agreement; (v) the impossibility or illegality of performance by Landlord, Tenant or both; (vi) any action of any governmental authority; or (vii) any other cause whether similar or dissimilar to the foregoing.

(B) The parties hereto intend that the obligations of Tenant hereunder shall be separate and independent covenants and agreements and shall continue unaffected unless such obligations shall have been modified or terminated pursuant to an express provision of this Lease; and each provision hereof shall be separate and independent and the breach of any such provision by Landlord shall not discharge or relieve Tenant from its obligations to perform each and every covenant to be performed by Tenant hereunder. Tenant waives all rights to terminate or surrender this Lease and to any abatement or deferment of Rent or any other sum payable hereunder.

ARTICLE II

Rent

SECTION 2.1 Fixed Rent; Additional Rent.

(A) Tenant shall pay to Landlord, in equal monthly installments in advance on the first day of each and every calendar month of every Lease Year of the Lease Term, without notice or demand, and without any set-off, counterclaim, abatement or deduction whatsoever, in lawful money of the United States by wire transfer of funds or check drawn on a bank which is a member of the New York Clearing House Association, (i) Fixed Rent (as set forth below) in equal monthly installments, in advance, on the first day of each month during the Term, and (ii) Additional Rent, at the times and in the manner set forth in this Lease. Tenant shall pay one month's Fixed Rent upon Tenant's execution of this Lease. If the Commencement Date occurs on a day other than the first day of a calendar month, the Fixed Rent for such month shall be prorated on a per diem basis based on the actual number of days in such month. The fixed rent ("Fixed Rent") shall be paid to Landlord during the periods and at the rates shown on Part I of Exhibit E annexed hereto.

(B) In addition to Fixed Rent, Tenant shall pay to Landlord Additional Rent, commencing on the Commencement Date, as provided in Article III hereof and elsewhere in this Lease (Fixed Rent and Additional Rent, collectively, "Rent"). All Rent shall be paid to Landlord, at its office, or at such other place or places as Landlord shall designate, from time to time, to Tenant, in lawful money of the United States of America.

SECTION 2.2 Rent Commencement Date. Notwithstanding anything to the contrary herein contained and provided that Tenant is not then in default hereunder, Tenant's obligation to pay the Fixed Rent shall commence upon the earlier to occur of the date Tenant opens for business at the Premises and three (3) months from the Commencement Date (such earlier date, the "Rent Commencement Date"). If at any time after the Rent Commencement Date, Tenant shall be in default hereunder, then Tenant shall be obligated to pay to Landlord the Fixed rent that was abated for the period between the Commencement Date and the Rent Commencement Date, which payment shall be made within ten (10) days after Landlord's delivery of an invoice therefor. If the Rent Commencement Date occurs on a day other than the

first day of a calendar month, the Fixed rent payable for such month shall be prorated on a per diem basis based upon the actual number of days in such month.

SECTION 2.3 Manner of Payment. Tenant shall pay Rent as and when the same shall become due and payable, without demand therefor, and without any abatement, setoff or deduction whatsoever, and shall keep, observe and perform each and every covenant and agreement herein contained on its part to be kept, observed and performed.

SECTION 2.4 Renewal Option. (A) Provided this Lease is in full force and effect and there is no default under any terms, covenants or conditions of this Lease at the time original Tenant provides written notice of its election to extend the term of this Lease and at the commencement of the renewal term, the original named Tenant shall have the right and option (each, a 'Renewal Option') to renew the Term for two separate five (5) year periods (each, an 'Extension Period'), the first such Extension Period (the 'First Extension Term') to commence on the first day of the Sixteenth (16th) Lease Year and ending, unless sooner terminated pursuant to the terms of this Lease or applicable law, as of the last day of the Twentieth (20th) Lease Year, and the second such Extension Period (the 'Second Extension Term') to commence on the first day of the Twenty-First (21st) Lease Year and ending, unless sooner terminated pursuant to the terms of this Lease or applicable law, as of the last day of the Twentieth-Fifth (25th) Lease Year. The original named Tenant may exercise the renewal option for the First Extension Term by delivering a written notice (the 'First Extension Notice') to Landlord of such exercise not less than twelve (12) months prior to the expiration date of the original term of this Lease, and may exercise the renewal option for the Second Extension Term by delivering a written notice (the 'Second Extension Notice') to Landlord of such exercise not less than twelve (12) months prior to the expiration date of the First Extension Term, time being of the essence with respect thereto. In the event that Tenant fails to give the written extension notice to Landlord as herein provided for a Renewal Option, time being of the essence, the Renewal Option shall automatically terminate, and Tenant shall have no further rights or options to extend the Term of this Lease, it being understood that Tenant shall not have the right to exercise the Renewal Option for the Second Extension is Tenant does not exercise the Renewal Option for the First Extension Term.

(B) Each Extension Period shall be upon the same covenants, agreements, provisions, terms and conditions as set forth in this Lease, except that the original named Tenant shall have no further option to renew or extend the term beyond the expiration of the Second Extension Term and that the annual Fixed Rent during each Extension Period shall be equal to the greater of (i) 100% of the Fair Market Rental Value (as hereinafter defined) taking into consideration annual fair market escalations for the Premises during the relevant Extension Period, or (ii) the annual Fixed Rent as set forth in subsection (E) below. If Tenant provides written notice of election to extend the Term as hereinabove provided, Landlord may deliver to Tenant Landlord's determination of the Fair Market Rental Value during the relevant Extension Period; provided, however, Landlord must deliver such estimate within thirty (30) days after a written notice requesting same from Tenant (which notice may not be served earlier than four months prior to the first day of the relevant Extension Period), and said amount shall constitute the Fair Market Rental Value for the Extension Period unless, within thirty (30) days after Landlord delivers to Tenant Landlord's estimate, Tenant shall notify Landlord that it disputes such estimate, specifying in detail the reasons therefor, and its estimate of the Fair Market Rental

Value (time being of the essence with respect to the giving of such notice by Tenant). If Landlord and Tenant agree on a Fixed Rent for an Extension Period, the new Fixed Rent shall be the rent so agreed upon and shall be effective as of the first day of the relevant Extension Period. If Landlord and Tenant cannot agree on the Fair Market Rental Value within thirty (30) days after Tenant delivers to Landlord notice of Tenant's proposed annual Fixed Rent, the Fair Market Rental Value shall be determined in accordance with the terms set forth in subparagraph (C) below and until such determination is made, Tenant shall pay 120% of the annual Fixed Rent as set forth in subsection (E) of the schedule below. Within ten (10) days after said determination is made of Fair Market Rental Value and it is determined that the Fair Market Rental Value is greater than as set forth in subsection (E) of the schedule below with respect to such Extension Period, Tenant shall pay Landlord the sum equal to the amount of annual Fixed Rent that Tenant paid less the then determined Fair Market Rental Value for each month until that date. Thereafter, Tenant shall pay the Fair Market Rental Value for the remainder of the term in accordance with this Section.

(C) As used herein, "Fair Market Rental Value" shall be defined as the fair annual market rental value of the Premises at its highest and best use, unencumbered by this Lease for the length of the applicable Extension Period taking into consideration annual fair market escalations of the Premises for such Extension Period for similar type premises in buildings substantially similar to the Building located in the immediate vicinity of the Premises entered into at or about the beginning of the Extension Period by a landlord not compelled to lease (and who has had a reasonable time to locate an acceptable tenant) and a tenant not compelled to rent, without consideration of the value of the improvements made by Tenant to the Premises, but otherwise considering: (x) the terms and conditions of this Lease as applicable, and (y) all other relevant factors, including, without limitation, the fact that Tenant will take the Premises in its "as-is" condition, that neither Landlord nor Tenant will incur any of the customary transactional costs, that the Premises will already be built to satisfy Tenant's needs and ready for Tenant's occupancy and that Tenant will incur no relocation costs. In the event that Landlord and Tenant are unable to agree on the Fair Market Rental Value at least sixty (60) days prior to the applicable Extension Period commencement date, then either party shall promptly choose an arbitrator who is a senior officer of a recognized Manhattan leasing, brokerage or real estate consulting firm who shall have at least ten (10) years' experience in (i) the leasing of comparable retail space in Manhattan or (ii) the appraisal of comparable buildings in Manhattan. The two arbitrators shall then determine the Fair Market Rental Value within sixty (60) days after the appointment of each arbitrator, and, if the two arbitrators are unable to agree upon the Fair Market Rental Value within such sixty (60) day period, then a third arbitrator with the same qualifications of the first two arbitrators shall be selected by the two arbitrators but which third arbitrator shall not have represented Landlord or any of Landlord's affiliates in the last two (2) years (or if they are unable to agree, then the selection shall be made by the AAA or any organization successor thereto, or by any other recognized reputable arbitration tribunal, such as JAMS or Endispute), and the third arbitrator shall determine the Fair Market Rental Value within thirty (30) days thereafter. The Fair Market Rental Value as so determined by the third arbitrator shall be binding upon the parties. Landlord and Tenant shall equally split the fees and expenses of the third (3rd) arbitrator and of the AAA (or other arbitration tribunal so utilized) and each party shall bear its own legal fees and arbitrator fees. It is expressly

understood that any determination of Fair Market Rental Value pursuant to this Lease shall be based on the criteria stated in this Article.

(D) Upon the final determination of the Fixed Rent for the relevant Extension Period, Landlord and Tenant will enter into a lease amendment reasonably acceptable to Landlord and Tenant which memorializes the extension of the Term for the Extension Period, and the Fixed Rent payable during the relevant Extension Period. At no time during any Extension Period will the Fixed Rent be less than as set forth in the rent schedule in Subsection (E) below. In the event of a failure, refusal or inability of any arbitrator to act, his or her successor shall be appointed by him or her, but in the case of the third arbitrator, his or her successor shall be appointed in the same manner as that set forth herein with respect to the appointment of the original third arbitrator.

(E) (i) Subject to the terms of this Article, if Tenant exercises the renewal option for the First Extension Term, the Fixed Rent shall be not less than the amounts shown on Part II of Exhibit E annexed hereto.

(ii) Subject to the terms of this Article, if Tenant exercises the renewal option for the Second Extension Term, the Fixed Rent shall be not less than the amounts shown on Part III of Exhibit E annexed hereto.

ARTICLE III

Real Estate Taxes and Operating Expense

SECTION 3.1 Tenant's Tax Payment. If in any Subsequent Year, Real Estate Taxes shall be greater than Real Estate Taxes for the Base Tax Year, then Tenant shall pay, in addition to the Fixed Rent, and as Additional Rent for such Subsequent Year, an amount (hereinafter "Tenant's Tax Payment") equal to Tenant's Proportionate Share of such increases. Such Additional Rent shall be paid by Tenant notwithstanding the fact that Tenant may be exempt, in whole or in part, from the payment of any Real Estate Taxes due to Tenant's diplomatic, charitable, or otherwise tax-exempt status, or for any other reason at all.

SECTION 3.2 Tax Statement and Timing of Tax Payment.

(A) If at any time after taxes are assessed for any Subsequent Year, Landlord shall furnish Tenant a Tax Statement and Tenant shall pay Tenant's Tax Payment within fifteen (15) days after receipt of such Tax Statement.

(B) At Landlord's option, Landlord may invoice Tenant and Tenant shall remit Tenant's Tax Payment for each Subsequent Year in monthly installments in an amount equal to one-twelfth (1/12) of Tenant's Tax Payment estimated by Landlord, which installments shall be due and payable as Additional Rent, and paid together with the monthly installment of Fixed Rent. Tenant's Tax Payment for each Subsequent Year shall be due and payable as Additional Rent, together with the monthly installment of Fixed Rent, in an amount equal to one-twelfth (1/12) of Tenant's Tax Payment estimated by Landlord. If the amount of such monthly payment exceeds the actual amount due for a Tax Year, the overpayment shall be credited to

Tenant's next succeeding payment of Rent or refunded to Tenant if at the end of the Term Tenant does not owe any Rent or Additional Rent to Landlord. If the amount paid by Tenant shall be less than the actual amount due, Tenant shall pay the difference to Landlord by the later of (i) thirty (30) days after receipt of notice thereof from Landlord or (ii) the date that the next installment of Fixed Rent shall become due and payable. Landlord's failure to render a Tax Statement with respect to any Tax Year shall not prejudice Landlord's right thereafter to render a Tax Statement with respect to any such Tax Year nor shall the rendering of a Tax Statement prejudice Landlord's right thereafter to render a corrected Tax Statement for that Tax Year.

SECTION 3.3 Adjustments to Tenant's Tax Payment. Only Landlord may be eligible to institute tax reduction or other proceedings to reduce the assessed valuation of the Premises. In the event that the assessed valuation for any Tax Year occurring within the Lease Term is reduced (as a result of settlement, final determination of legal proceedings or otherwise) then (i) the Real Estate Taxes imposed upon and/or allocated to the Unit in respect of the applicable Tax Year shall be retroactively adjusted to reflect such reduction and (ii) Tenant's Tax Payment shall be adjusted accordingly, subject to adjustment for Tax Expenses as provided herein.

SECTION 3.4 Tax Refunds. If, after Tenant shall have paid Tenant's Tax Payment and Tenant's Proportionate Share of Tax Expenses with respect to any Tax Year, Landlord shall receive a refund of any portion of the Real Estate Taxes with respect to such Tax Year by final determination of legal proceedings, settlement or otherwise, provided Tenant is not in default under any terms of this Lease, Landlord shall after receiving such refund pay Tenant its Proportionate Share of such refund or, at Landlord's option, credit Tenant's Proportionate Share of such refund against the next succeeding installment(s) of Rent coming due, in both cases net of the total amount of Tax Expenses incurred by Landlord to obtain such refund.

SECTION 3.5 Prorated Allocation. In the event this Lease shall expire or terminate on a day other than the last day of a Subsequent Year, Tenant's Tax Payment for such Subsequent Year shall be prorated as of the date of such expiration or termination, so that Tenant shall be required to pay only such proportion thereof as the portion of such Subsequent Year prior to such expiration or termination bears to the entire Subsequent Year.

SECTION 3.6 Tax Statement Binding. Any Tax Statement sent to Tenant shall be binding upon Tenant unless, within thirty (30) days after such statement is sent, Tenant shall send a written notice to Landlord objecting to such statement and specifying the respects in which such statement is claimed to be incorrect. Pending the determination of such dispute Tenant shall pay all amounts of the Additional Rent shown on such statement, and such payment and acceptance shall be without prejudice to Tenant's position.

SECTION 3.7 No Rent Reduction. In no event shall the Rent (exclusive of the adjustments described in this Article III) be reduced by virtue of any decrease in Real Estate Taxes.

SECTION 3.8 Survival. The expiration or termination of this Lease during any Tax Year for any part or all of which there is Additional Rent payable under this Article III shall not affect the rights or obligations of the parties hereto respecting such Tax Year,

and any statement relating to Tenant's Tax Payment with respect to such Tax Year may be sent to Tenant subsequent to, and all such rights and obligations shall survive, any such expiration or termination. Any payments due under such statement shall be payable within twenty (20) days after such statement is sent to Tenant.

SECTION 3.9 Non-Payment of Additional Rent. Any Additional Rent due under this Lease shall be collectible by Landlord in the same manner as the Fixed Rent, and Landlord shall have all rights with respect thereto as it has with respect to the Fixed Rent, including all remedies for non-payment thereof.

ARTICLE IV

Condition of Premises

SECTION 4.1 Condition of Premises. Notwithstanding anything to the contrary set forth in this Lease or elsewhere, Tenant warrants, represents and acknowledges:

(A) It has inspected the Premises, is fully familiar with the physical condition and state of repair thereof and all other matters relating to this Lease, and, subject to Landlord's Work, agrees to accept the Premises "as is", in its present state and condition, subject to reasonable use, wear, tear and natural deterioration, without any reduction, set-off, or abatement of Rent and without any charge to Landlord whatsoever for any change in such state and condition by reason thereof subsequent to the date of this Lease.

(B) Before entering into this Lease, Tenant has made such examination of the Premises and all other matters affecting or relating to this Lease as it deemed necessary. In entering into this Lease, Tenant has not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by Landlord or any agent, employee or other representative of Landlord, or any other person representing or purporting to represent Landlord, that are not expressly set forth in this Lease, whether or not such representations, warranties or statements were made in writing or orally.

(C) Tenant further acknowledges that Landlord has not made any representation as to whether Tenant's use is permitted under any zoning laws or under any certificates of occupancy for the Building of which the Premises forms a part. Moreover, in the event Tenant's use is not permissible under the present certificate of occupancy, if any, or in the event no valid certificate of occupancy exists and a new certificate of occupancy is required to accommodate Tenant's use or as a result of any proposed alteration, then Tenant shall, in compliance with all laws, this Lease and without any liability to Landlord, diligently proceed to cause amendment of the certificate of occupancy and shall be obligated to pay any and all amounts required to be paid in connection therewith, including, but not limited to, permit fees, architect's fees and any other cost and/or expense incurred by either Landlord or Tenant as a result of obtaining a new certificate of occupancy or amending the present certificate of occupancy on behalf of Tenant at Tenant's request.

ARTICLE V

Use of Premises

SECTION 5.1 Use.

(A) The Premises shall be used solely for Chinese cultural exhibitions, sale of wellness products and arts and crafts, food service, restaurant and bar, and other related uses permitted by law (the "Permitted Use") and for no other purpose. Tenant shall comply with all Laws relating to the Premises and Tenant's use thereof, health, safety and building codes, and any permit or license requirements. Landlord makes no representation that the Premises are suitable for Tenant's purposes. The business operated at the Premises shall be operated in a reputable and high-class manner. In no event shall the Tenant use the Premises or any part thereof for conducting therein a discount or second-hand store, auction, distress or fire sale or bankruptcy or going-out-of-business sale. Tenant acknowledges that Landlord shall have the right to control, in Landlord's sole discretion, what shall be placed, displayed or stored in the first five (5) feet of the Premises, and on all exterior signage areas and the storefront of the Premises and the exterior of the Premises (collectively, the "Control Area"). In the event Tenant uses the Control Area in violation of this Lease, Tenant shall be required to correct such violation within five (5) business days after receipt of written notice from Landlord, after which Landlord shall have all rights against Tenant in law and equity, and pursuant to this Lease, including, without limitation the right to terminate this Lease in the same manner as a default of Tenant as described in Section 18.1(A).

(B) Tenant acknowledges the nature of the business to be conducted in the Premises, could, in the absence of adequate preventive measures, create odors, fumes, unreasonable noise and other conditions which could cause unreasonable annoyance and/or interference to the Building and to its guests, occupants, tenants or occupants and/or tenants of adjoining buildings. Tenant covenants and agrees to take all measures to reduce or eliminate such annoyance and/or interference resulting from Tenant's unreasonable odors, fumes and/or noise, which are required herein or as reasonably required by Landlord. As an express inducement to the Landlord to enter into this Lease, Tenant agrees it will conduct its operation in the Premises so as to prevent such unreasonable annoyance and interference. Tenant specifically agrees that in furtherance of this covenant it will, at its own cost and expense:

(i) Install all necessary and required ducts, flue and exhaust systems in the Premises and service, clean, maintain, repair and replace same when required;

(ii) Prohibit and prevent the storage and use of noxious chemicals and flammable materials in the Premises;

(iii) Provide an exhaust system or similar device to prevent smoke, fumes, odors, or other annoying substances from emanating from the Premises into the Building;

(iv) Take all necessary steps to eliminate unreasonable noise and odors;

(v) At its own cost and expense, install and maintain an ANSUL System and secure all necessary permits for same as may be required by any governmental, city or municipal agency or by any governmental, city or municipal law, ordinance or regulation;

(vi) Install a grease trap and any other necessary items required by Landlord or any governmental, city or municipal law, ordinance or regulation with regard to Tenant's usage of the Premises, and Tenant shall contract with a reputable and experienced third party to clean the grease trap on a not less than a monthly basis;

(vii) Store its rubbish in garbage compactors, or refrigerate its rubbish in leak, odor and vermin proof containers, as Landlord may reasonably require;

(viii) Contract with a licensed, experienced and reputable company to provide extermination services (including treatment for insects, spiders, rats, mice, moles and other rodents) to be provided at the Premises at a minimum of every two weeks during the Term;

(ix) Fireproof all draperies and curtains in the Premises and submit to Landlord, upon Landlord's request, current certificates evidencing such fireproofing;

(x) Install and maintain in all cooking areas, chemical fire extinguishing devices (such as ANSUL) approved by the Underwriters Laboratory having jurisdiction over the Premises and, if gas is used in the Premises for cooking or other purposes, suitable gas cut-off devices (manual and automatic), in accordance with all applicable laws and regulations, and install and maintain a monitored fire alarm system throughout the Premises, in accordance with all applicable laws and regulations;

(xi) Take all steps to prevent fat, grease, oil or any other substance which tends to cause clogging or blockage of pipes and drains (hereinafter collectively referred to as "grease") from entering the drains, pipes and waste lines of the Building. In the event Tenant disposes or permits the disposal of grease into any drains, pipes or waste lines, then Tenant shall reimburse Landlord, upon demand, for the entire cost of cleaning all drains, pipes, waste lines or other waste liquid disposal facilities damaged thereby. For this purpose, the term "cleaning" shall be deemed to include the replacement of all or any portion of any drain, pipe or waste line of the Building necessitated by Tenant's improper disposal of grease;

(xii) Promptly store and dispose of all garbage, ashes and waste arising from the conduct of its business in the Premises at such times and in such manner so as to avoid any obnoxious or offensive smells or odors therefrom or otherwise interfering with the comfort and quiet enjoyment of the other occupants of the Building. No such garbage, ashes or waste shall be stored or placed outside of the Premises, but shall remain within the Premises until carted away by Tenant's refuse removal service, at Tenant's sole cost and expense;

(xiii) Perform any and all maintenance necessary or reasonably desirable in order to keep the floors in all areas of the Premises which are utilized for the preparation of food or beverages in a waterproof condition;

(xiv) Tenant shall include sound abatement materials in its alterations and finishes in the Premises and employ sound abatement techniques in its operations in and at the Premises; and

(xv) Apply for and obtain all required permits necessary to construct and/or operate a full service restaurant including, but not limited to, a liquor license.

SECTION 5.2 Prohibited Conduct. Tenant shall not, without the consent of Landlord, operate any coin or token operated vending machine or similar device for the sale of any goods, foods or beverages, including, without limitation, amusement devices.

SECTION 5.3 Advertising. Tenant shall not:

(A) use any advertising medium such as loudspeakers, sound amplifiers or flashing lights that may be heard or seen outside the Premises;

(B) install any banner, flag or the like on the exterior of the Building without the specific prior approval of Landlord; or

(C) place in the windows any sign, decoration, letter, advertising matter, or other thing of any kind, other than shades or blinds and neatly lettered signs of reasonable size identifying Tenant and the services and products offered for sale.

SECTION 5.4 Window Cleaning. Tenant will not clean nor require, permit, suffer or allow any window in the Premises to be cleaned from the outside in violation of Section 202 of the New York State Labor Law or any other applicable law or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

SECTION 5.5 Additional Use Covenants. Tenant shall, throughout the Term of this Lease, operate the business located at the Premises in a first-rate and reputable manner and in a manner that shall not detract from the character or appearance of the Building. Accordingly, Tenant shall (i) continuously and uninterruptedly occupy and use, during the Term, the entire Premises for the Permitted Use and conduct Tenant's business therein in a reputable manner; (ii) at a minimum, remain open for business on regular business days during normal business hours; (iii) maintain quality displays in the display windows, if any; (iv) keep and maintain the Premises and Tenant's personal property and signs therein or thereon and the exterior and interior portions of all windows, doors and all glass or plate glass in a neat, clean, sanitary and safe condition; (v) clean the inside and outside of the storefronts whenever necessary, in the reasonable judgment of Landlord; (vi) apply for, secure, maintain and comply with all licenses or permits that may be required for the conduct by Tenant of the Permitted Use and to pay, if, as and when due all license and permit fees and charges of a similar nature in connection therewith and provide Landlord with copies thereof upon request; and, (vii) keep the Premises neat and clean, free from waste, offensive odors, and, in orderly and sanitary condition, free of vermin, rodents, bugs and other pests, including, but not limited to keeping the sidewalk adjacent to the Premises free from refuse, snow, ice and debris. Further, Tenant covenants and agrees that at all times (a) the kind and quality of merchandise, goods and services offered in the Premises, and the conduct of Tenant's business therein will be first-rate and reputable in every

respect, (b) the sales methods employed in said business, as well as Tenant's signage and displays and all other elements of merchandising, will be dignified and in conformity with the highest business dealing in the same or similar merchandise, goods and services or conducting a similar type of business, and (c) the appearance of the Premises (including the lighting and other appurtenances thereto), the appearance and deportment of all personnel employed therein, and the appearance, number, location, nature and subject matter of all displays and exhibits placed or installed in or about the Premises (if visible outside the Premises), and of any sign, lettering, announcement or any other kinds or forms of inscriptions displayed in or about the Premises (if visible outside the Premises) will be only such as meets Landlord's approval. If Tenant's business operation is not consistent and in harmony with the standards of similar type of establishments in comparable buildings located in the vicinity of the Building, Tenant shall immediately remedy such deficiencies as to which Landlord shall give Tenant written notice (which remedy shall not limit or be in lieu of any other remedies that Landlord may have under this Lease for such default by Tenant).

ARTICLE VI

Tenant's Property

SECTION 6.1 Tenant's Property. All fixtures equipment, improvements and installations attached to, or built into, the Premises at the commencement of or during the Term shall be and remain part of the Premises and be deemed the property of Landlord ("Tenant's Property"). Landlord is hereby granted the benefit of any applicable lien on Tenant's Property located in or on the Premises as may be permitted under the laws of New York to secure the performance of Tenant's obligations and this Lease shall be deemed to be a security agreement. Tenant shall not remove or permit the removal of Tenant's Property until the lien has been removed and all defaults under this Lease have been cured. If Tenant is in default, Landlord shall be entitled to pursue such remedies and institute such actions and proceedings to enforce such lien as are permitted by law. Upon demand by Landlord, Tenant will execute UCC Financing Statements pertaining to all property at the Premises. Prior to the expiration or earlier termination of this Lease, Tenant shall remove all or part of Tenant's Property that constitutes Moveable Property (hereinafter defined) from the Premises, and Tenant shall repair, or shall reimburse Landlord upon demand for the cost of repairing, any damage to the Premises or the Building occasioned by such removal. Any of Tenant's Property that constitutes Moveable Property that shall not be removed as aforesaid may be removed by Landlord at Tenant's expense or, if not so removed, shall be deemed to have been abandoned by Tenant. Moveable Property means all moveable furniture, equipment and any other items that are the property of Tenant and are not affixed to the Premises, excluding shelving.

ARTICLE VII

Utilities

SECTION 7.1 Utilities. It is specifically understood and agreed that Landlord shall not be required to furnish or provide any services or utilities whatsoever, including, but not limited to, heat, hot or cold water, sewer, air conditioning, gas, electricity,

cleaning service, exterminating services, garbage removal, security or any other kind of service or utility in or to the Premises. Tenant's consumption of water, electricity and gas shall be measured for all purposes by separate meters, as presently installed, or if not so installed, to be installed by Tenant at Tenant's expense, but subject to Landlord's prior written approval. Throughout the duration of Tenant's occupancy, Tenant shall, at Tenant's sole cost and expense, keep said meters and installation equipment in good working order and repair. Tenant shall arrange with the utility companies to obtain electricity, gas and water and shall pay directly to the utility companies for the water, electricity and gas consumed on the Premises and if Tenant shall fail to perform such maintenance or make such payment, Landlord shall have the right, but not the obligation, to perform such maintenance or pay such charges and in such event, Tenant shall within ten (10) days of Landlord's demand therefor, pay to Landlord, as Additional Rent, an amount equal to the cost of such maintenance or the amount expended by Landlord to pay such charges, plus interest on such amount at the rate set forth in this Lease from the date of such payment by Landlord to the date Tenant makes its payment to Landlord.

Tenant shall at all times comply with the rules, regulations, terms and conditions applicable to service, equipment, wiring and requirements of the public utility supplying electricity to the Building. Tenant shall not use any electrical equipment that, in Landlord's reasonable judgment, would exceed the capacity of the feeders, risers and other electrical installations serving the Premises or interfere with the electrical service to other tenants or occupants of the Building. In the event that, in Landlord's sole judgment, Tenant's electrical requirements necessitate installation of an additional riser, risers or other proper and reasonably necessary equipment, Landlord shall notify Tenant of same. Within ten (10) days after receipt of such notice, Tenant shall either cease such use of such additional electricity or shall request that additional electrical capacity (specifying the amount requested) be made available to Tenant. Landlord, in Landlord's sole judgment shall determine whether to make available such additional electrical capacity to Tenant and the amount of such additional electrical capacity and the same necessitates installation of an additional riser, risers or other proper and necessary equipment including, without limitation, any switchgear, the same shall be installed by Landlord at Tenant's sole cost and expense, and shall be chargeable and collectible as Additional Rent and paid within thirty (30) days after the rendition of a bill to Tenant therefor. Tenant shall make no alterations or additions to the electrical system in the Building without the prior written consent of Landlord.

Tenant shall, at Tenant's sole cost and expense, enter into an annual contract with a trash removal and disposal company fully licensed to remove and dispose of trash in New York City (which Landlord may designate), which company shall regularly remove Tenant's trash from the Premises and dispose of same.

SECTION 7.2 Landlord's Liability. Landlord shall in no manner be liable for any failure, inadequacy or defect in the character or supply of any utility, including, without limitation, electric current, gas, water, heat or steam furnished to the Premises by any public or private service company or any other supplier thereof.

SECTION 7.3 Stoppage or Interruption of Services. Landlord may stop or interrupt the supply of any utility, including, without limitation, electric current, gas, water, heat, chilled water or steam at such times as may be necessary and for as long as may reasonably be

required by reason of accidents, strikes, the making of repairs, alterations or improvements, inability to secure a proper supply of fuel, gas, water, electricity, labor or supplies or by reason of any cause beyond the reasonable control of Landlord. Tenant shall not be entitled to any abatement of Rent or other compensation nor shall this Lease or any of Tenant's obligations hereunder be affected by reason of such stoppage or interruption; provided, however, that Tenant may bring a claim against Landlord if any such stoppage or interruption if the same shall have been caused by Landlord's gross negligence or willful misconduct.

SECTION 7.4 Sprinkler. Anything elsewhere in this Lease to the contrary notwithstanding, if the Insurance Services Office or any bureau, department or official of the federal, state or city government require or recommend the installation of a sprinkler system or that any changes, modifications, alterations, or additional sprinkler heads or other equipment be made or supplied in an existing sprinkler system by reason of Tenant's business, or the location of partitions, trade fixtures, or other contents of the Premises, or for any other reason whatsoever, or if any such sprinkler system installations, changes, modifications, alterations, additional sprinkler heads or other such equipment in the Premises and/or the Building, become necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate set by any said exchange or by any fire insurance company, Tenant shall, at Tenant's expense, promptly make such sprinkler system installations, changes, modifications, alterations, and supply additional sprinkler heads or other equipment as required, whether the work involved shall be structural or non-structural in nature. Notwithstanding the foregoing, Landlord shall have the right, at Landlord's option and at Tenant's expense, make such sprinkler system installations, changes, modifications and/or alterations, as required. Tenant shall pay to Landlord as Additional Rent on the first day of each month during the Term of this Lease, Tenant's Proportionate Share of the contract price for sprinkler supervisory service.

ARTICLE VIII

Various Covenants

SECTION 8.1 Various Covenants. Tenant shall:

(A) take good care of the Premises, keep the Premises in a neat and clean condition and pay the cost of any injury, damage or breakage done by Tenant or by its employees, licensees or invitees;

(B) observe and comply with any rules and regulations as Landlord at any time may adopt, promulgate and communicate to Tenant (a list of the current Rules and Regulations are attached hereto as Exhibit C);

(C) permit Landlord, on reasonable notice and accompanied by an authorized representative of Tenant (except in an emergency), and any holder of an underlying mortgage, and their agents, contractors and representatives, to enter the Premises at such hours as shall not unreasonably interfere with Tenant's business (i) to inspect and photograph the same, (ii) to comply with any law, order or requirement of any governmental authority or insurance body or (iii) to exercise any right reserved to Landlord under Article XI or elsewhere in this Lease;

(D) make no claim against Landlord for any injury or damage to Tenant or to any other person or for any damage to, or loss (by theft or otherwise) of, or loss of use of, any property of any other person.

(E) make no alteration, change, addition, improvement, repair or replacement in, to, or about, the Premises (a "Tenant Change") without the prior consent of Landlord, subject to and in accordance with the terms of this Lease, including, without limitation, Article XXIII hereof;

(F) promptly and duly pay all costs and expenses incurred for or in connection with any Tenant Change and discharge within thirty (30) days by payment, bonding or otherwise as provided by law any mechanic's or other lien created against the Building in connection with any Tenant Change;

(G) not violate, or permit the violation of, any condition imposed by the standard "all risk" insurance policy issued for similar buildings in the City of New York, and not do, suffer or permit anything to be done, or keep, suffer or permit anything to be kept, in the Premises that would increase the fire or other casualty insurance rate on the Building or the property therein, or that would result in insurance companies of good standing refusing to insure the Building or any such property in amounts and against risks as reasonably determined by Landlord from time to time; provided, however, that if insurance is available, Tenant shall not be in default hereunder if Tenant shall pay to Landlord the amount of any increase in the insurance premiums resulting from any increase in the insurance rate;

(H) permit Landlord, at reasonable times upon reasonable notice and accompanied by an authorized representative of Tenant to show the Premises during usual business hours to any prospective purchaser or mortgagee and to any prospective lessee of the Premises. Landlord may place "to let" or similar signs on or about the Premises during the last six (6) months of the Term; and

(I) not install or maintain any graphics or signage on the exterior of the Premises except as expressly approved by Landlord in writing from time to time, but in no case shall Tenant be permitted to install any signs that obstruct the windows of the Premises or the Building.

(J) Tenant's Insurance.

(1) Tenant, at Tenant's expense, shall obtain and keep in full force and effect:

(i) An insurance policy for Tenant's Property and Alterations made by Tenant, in either case to the extent insurable under the available standard forms of "Special Cause of Loss Form" insurance policies, in an amount equal to one hundred percent (100%) of the replacement value thereof and include coverage for the perils of flood, windstorm, earthquake and mechanical/equipment breakdown, and provide coverage extensions for demolition and increased cost of construction, civil authority and utility service interruption. The policy shall name both Tenant and Landlord, as their respective interests may appear, and include business interruption for any time during which the Premises are fully or partially

untenantable due to an occurrence covered by the insurance policy. Such business interruption insurance shall include rental value insurance in an amount equal to not less than the Rent for a period of at least (12) months. The property policy where applicable, shall include plate glass coverage for all plate glass in the Premises and store front (the insurance policy described in this clause (1) being referred to herein as "Tenant's Property Policy").

(ii) A policy of commercial general liability insurance, including without limitation, contractual liability coverage covering the indemnity agreement contained in this Lease, for the benefit of Landlord, Landlord's parent, any subsidiaries, Landlord's managing agent, Landlord's mortgagee and/or ground lessor and their respective officers, directors, employees, successors, assignees and any other party Landlord may designate (collectively referred to as "Landlord Parties", each of which shall be named as additional insured under the policy), and Tenant, as their respective interests may appear. The general liability policy shall include the following minimum limits of insurance: General Aggregate (other than products/completed operations) limit \$5,000,000; Products/Completed Operations Aggregate limit \$2,000,000; Each Occurrence limit \$3,000,000; Personal and Advertising Injury limit \$1,000,000; Tenants Legal Liability limit \$3,000,000; Medical Expenses limit \$50,000. Such insurance policy shall (i) be an occurrence basis policy; (ii) be primary to all other insurance applicable to the Premises and operations on the Premises; and (iii) provide "first dollar" coverage. In the event that such insurance policy covers multiple locations, the General Aggregate shall apply "per location".

(iii) Workers compensation insurance as required by law. In addition, Tenant shall maintain the insurance required by Article XXIII hereof.

(iv) Automobile liability - A policy of automobile liability insurance, including coverage for hired and non-owned auto liability, with a combined single limit of not less than \$1,000,000.

(v) Umbrella - Umbrella form or Excess liability insurance providing, at a minimum, "following form" coverage over the insurance policies referred to in (ii), (iii) and (iv) herein with a limit of not less than \$4,000,000 per occurrence and per aggregate.

(2) Tenant's insurance policies shall contain a provision that (i) no act or omission of Tenant shall affect or limit the obligation of the insurer to pay the amount of any loss sustained, and (ii) the policy is non-cancelable with respect to the Landlord Parties unless at least thirty (30) days of advance written notice is given to Landlord, except that Tenant's insurance policies may be cancelable on no less than ten (10) days of advance written notice to Landlord for non-payment of premium. If Tenant receives any notice of cancellation or any other notice from the insurance carrier that may adversely affect the coverage of the insureds under Tenant's insurance policies, then Tenant shall immediately deliver to Landlord a copy of such notice.

(3) Tenant shall cause Tenant's insurance policies to be issued by reputable and independent insurers that are (i) permitted to do business in the State of New York, and (ii) rated in Best's Insurance Guide, or any successor thereto, as having a general

policyholder rating of A and a financial rating of at least IX (it being understood that if such ratings are no longer issued, then such insurer's financial integrity shall conform to the standards that constitute such ratings from Best's Insurance Guide as of the date hereof).

(4) Tenant has the right to satisfy Tenant's obligation to carry Tenant's Property Policy and Liability Policy with a blanket insurance policy if such blanket insurance policy provides, on a per occurrence basis or per location basis, that a loss that relates to any other location does not impair or reduce the level of protection available for the Premises below the amount required by this Lease.

(5) With respect to any loss resulting:

(i) from property damage liability, bodily injury liability, personal and advertising injury liability, and /or medical payments (as these terms are generally understood in insurance policies then in effect covering automobile liability, commercial general liability, and/or workers compensation and employers liability), and/or

(ii) from or for damage to Tenant's property, or to property under Tenant's care, custody, or control (including any indirect or consequential loss arising from such property damage),

which loss is covered by any insurance carried (or required to be carried under this Lease) by or for the benefit of Tenant, Tenant (and any person and/or entity claiming through Tenant) hereby releases Landlord Parties and waives any claim, based on negligence or otherwise, against Landlord Parties. Any deductible and/or self-insured retention under such insurance shall be deemed to be insurance carried by or for the benefit of Tenant.

This waiver of rights of recovery by Tenant also applies to any work done, being done or to be done by, for, or on behalf of Tenant by any contractor or Tenant, and shall survive the termination of such work or completion of such job or work.

(6) On or prior to the Commencement Date, Tenant shall deliver to Landlord appropriate certificates of insurance required to be carried by Tenant pursuant to this Section 8.1(J), including evidence of waivers of subrogation and naming of additional insureds in either case as required by Section 8.1(J)(5). Tenant shall deliver to Landlord a copy of Tenant's insurance policies within ten (10) days after the Commencement Date and shall deliver to Landlord, copies of its insurance policies after each renewal or replacement of such insurance policies, at least ten (10) days prior to the expiration of such policy.

(7) If (i) Tenant (or any other person claiming by, through or under Tenant) uses the Premises for any purpose other than the Permitted Use, and (ii) the use of the Premises by Tenant (or such other person) causes the premium for any insurance policy carried by Landlord to exceed the premium that would have otherwise applied therefor if Tenant (or such person) used the Premises for the Permitted Use, then Tenant shall pay to Landlord, as Additional Rent, an amount equal to such excess, on or prior to the thirtieth (30th) day after the date that Landlord gives to Tenant an invoice therefor. Nothing contained in this Section 8.1(J)(7) expands Tenant's rights under Article V hereof.

(8) Landlord shall have the right, at any time and from time to time during the Term, on not less than thirty (30) days' notice to Tenant, to require that Tenant increase the amounts and/or types of coverage required to be maintained under this Article VIII to the amounts or coverages then customary for first-class operations comparable to Tenant's operation in the vicinity of the Building.

(9) Tenant shall replace, at the expense of Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the Premises. Notwithstanding anything contained in the foregoing, Tenant shall be permitted to self-insure with respect to plate glass if Tenant is not able to obtain insurance coverage for this exposure.

(10) At the expiration or any earlier termination of this Lease, Tenant shall terminate its occupancy of, and quit and surrender to Landlord, the Premises broom-clean and in good condition except for ordinary wear and tear.

(K) Tenant's Indemnity.

(1) Tenant will defend, indemnify and save harmless each of the Landlord Parties from and against any and all damages, costs, reasonable attorney's fees, liability and expense arising from (i) Tenant's use and occupancy of the Premises; (ii) any breach of this Lease by Tenant; (iii) any other act or omission by Tenant or by any other person or entity for whose acts or omissions Tenant is legally responsible, and (iv) any and all claims, action, complaints, allegations or suits instituted against Tenant, its subtenants or its assignees, or against Landlord, its agents, employees or affiliates, by any person or entity, including, without limitation, customers, contractors, agents or employees of other tenants, licensees, concessionaires, or agents or employees of Tenant, in connection with loss of life, bodily injury, personal injury, emotional or mental injury or distress, and/or damage to property occurring in, on or about, or arising out of Tenant's use of the Premises, its entranceways or its adjacent sidewalks or loading areas, and in addition, with respect to Tenant's contractors, occurring anywhere on or about the Premises, regardless of whether caused in whole or in part by any negligent or intentional act or omission of Tenant, its subtenants, assignees, agents, employees, licensees, concessionaires, customers and/or invitees, contractors, or any other person or entity. Without limiting the generality of the foregoing, Tenant specifically acknowledges that the indemnity undertaking herein shall apply to claims in connection with or arising out of any "Work" as described in Article XXIII, the use or consumption of any utilities in the Premises under Article VII, any repairs or other work by or for Tenant under Section 8.3 and the transportation, use, storage, maintenance, generation, manufacturing, handling, disposal, release or discharge of any "Hazardous Substances or Waste" as described in Article XXIV (whether or not such matters shall have been theretofore approved by Landlord).

(2) Tenant's indemnification of each Landlord Party, with respect to any claim, action, complaint, allegation or suit instituted against any of the Landlord Parties by an employee of Tenant or Tenant's agent, shall apply fully as set forth hereinabove and without defense or setoff pursuant to any Workers' Compensation laws. This indemnification provision shall be interpreted to be enforced to the full extent permitted by law.

(3) If any provision of this Tenant's Indemnification paragraph were to be held invalid in its current form by the law of any jurisdiction under which it is construed, then such provision shall be amended to the minimum extent necessary to comply with such law, and the provision shall be deemed to have always existed in such amended form in such jurisdiction. Tenant's obligations under this Indemnification paragraph shall survive the expiration, early termination or modification of this Lease.

SECTION 8.2 Repairs by Landlord. Subject to Article XII and Article XIII hereof, if Landlord allows Tenant to erect on the outside of the Premises a sign or signs, or a hoist, lift or sidewalk elevator for the exclusive use of Tenant, Tenant shall maintain such exterior installations in good appearance, shall cause the same to be operated in a good and workmanlike manner, shall make all repairs thereto necessary to keep same in good order and condition, at Tenant's own cost and expense, and shall cause the same to be covered by the insurance provided for in this Lease. There shall be no allowance to the Tenant for the diminution of rental value and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to business arising from Landlord, Tenant or others, making or failing to make any repairs, alterations, additions or improvements in or to any portion of the Building, including the erection or operation of any crane, derrick or sidewalk shed, or in or to the Premises or the fixtures, appurtenances or equipment thereof; provided, however, that Landlord shall use reasonable efforts to minimize interference with Tenant's use and occupancy of the Premises in making such repairs. It is specifically agreed that Tenant shall be not entitled to any set off or reduction of Rent by reason of any failure of Landlord to comply with the covenants of this or any other article of this Lease. Tenant agrees that Tenant's sole remedy at law in such instance will be by way of an action for damages for breach of contract. The provisions of this Section with respect to the making of repairs shall not apply in the case of fire or other casualty. Any damage to the Building or to any portion thereof, or to any Tenant fixtures or property requiring structural or nonstructural repair caused by or resulting from any act, omission, neglect or improper conduct of Tenant, its agents, contractors, employees, licensees or sublicensees or the moving of Tenant's property or equipment into, within or out of the Premises by Tenant, its agents, contractors, employees, licensees or sublicensees, shall be repaired at Tenant's expense by (i) Tenant, if the required repairs are nonstructural in nature and do not affect any Building system, or (ii) Landlord, if the required repairs are structural in nature or affect any Building system.

SECTION 8.3 Repairs by Tenant.

(A) Tenant, at its sole cost and expense, shall keep the Premises, stairways, sidewalks adjoining the Premises, curbs and the windows to the Premises, if any of the foregoing exist, clean and in good repair and condition and free of accumulation of dust, rubbish, snow and ice. Tenant shall maintain, operate and repair, at its sole cost and expense any heating, ventilation and air conditioning system and equipment (the "HVAC"), the utilities, plumbing and electrical and all other systems serving the Premises. In the event that a violation is placed against Tenant, Landlord and/or the Premises by the Department of Buildings, the Environmental Control Board, or any other governmental/municipal, administrative or legal agency, with regard to the sidewalks adjoining the Premises for accumulation of rubbish, snow or ice, disrepair of the sidewalk or any other reason, then Tenant shall remedy any such violation and pay any fines, penalties and interest related to such violation. In the event Tenant fails to comply with its

obligations hereunder, then Landlord shall have the right but not the obligation to perform such obligations, with notice to Tenant, and charge Tenant the costs incurred by Landlord as Additional Rent, and Tenant shall pay same within twenty (20) days of being billed for same. Tenant waives the benefit of any applicable law purporting to allocate Tenant's responsibility for repairs other than as set forth in this Lease or affording Tenant any right to make repairs at the expense of Landlord or to terminate this Lease on the basis of any necessary repairs. Notwithstanding anything to the contrary contained herein, Tenant shall be responsible for the repair and maintenance of all parts of the Premises.

(B) Tenant shall not place a load upon any floor in the Premises or in the Building exceeding the lesser of fifty (50) pounds per square foot "live load" or the limit allowed by applicable law. Tenant shall not move any safe, heavy machinery, heavy equipment, business machines, freight, bulky matter or fixtures into or out of the Building without Landlord's prior consent, and shall make payment to Landlord of Landlord's reasonable, out-of-pocket costs in connection therewith. If such safe, machinery, equipment, freight, bulky matter or fixtures requires special handling, Tenant shall employ only persons holding a master rigger's license to do said work. All work in connection therewith shall comply with all legal and insurance requirements and any rules and regulations for the Building adopted from time to time, and shall be done at any time, provided that if such work is reasonably likely to materially interfere with the operation of the Building or unreasonably interfere with the use and occupancy of the Building by other tenants, then such work shall be done during such hours as Landlord may reasonably designate. Business machines and mechanical equipment shall be placed and maintained by Tenant at Tenant's expense in settings sufficient in Landlord's reasonable judgment to absorb and prevent vibration, noise and annoyance.

SECTION 8.4 HVAC Maintenance Contract. As part of Tenant's obligation to maintain and repair any HVAC serving the Premises, Tenant shall enter into an annual contract with an air conditioning repair firm reasonably acceptable to Landlord fully licensed to repair and replace the HVAC equipment in New York, which firm shall regularly service (not less frequently than quarterly) the HVAC equipment and perform emergency and extraordinary repairs thereto. Nothing herein shall limit Tenant's obligation to maintain the HVAC equipment in good condition and repair throughout the Term.

SECTION 8.5 Violations. In the event any violation from the Department of Buildings, the Environmental Control Board, or any other governmental/municipal, administrative or legal agency is placed against Landlord, the Premises or the Building as a result of Tenant's use of the Premises, Tenant's Alterations or Tenant's acts or omissions and such violation (i) impedes Landlord's ability to perform its obligations under any other lease for space in the Building, or (ii) impedes the ability of Landlord, or any other tenant or occupant of the Building to obtain permits from the New York City Department of Buildings or any other governmental/municipal agency, or (iii) impedes Landlord's or any other Tenant's ability to obtain a temporary or permanent certificate of occupancy, then in addition to Tenant's obligation to cure such violation and pay any and all fines, penalties and interest related thereto, Tenant shall be obligated to reimburse Landlord, within ten (10) days of Landlord's demand therefor, any and all losses, liability and expenses incurred by Landlord due to such violation, including, without limitation, loss of rent from other tenants, potential tenants or occupants of the Building.

ARTICLE IX

Compliance With Laws

SECTION 9.1 Compliance with Laws. Tenant, at its expense, shall promptly comply with all Laws (whether any Laws are in effect on, or enacted or made effective after, the date hereof, whether contemplated or foreseen on the date hereof or not) that shall impose any violation, order or duty upon Landlord or Tenant with respect to the Premises or the use or occupancy thereof or any Alteration performed by or on behalf of Tenant. If the Building shall now or hereafter be subject to any law, order or regulation affecting its structural integrity; the physical condition of its façade, roof, parapets or other exterior part thereof; its life, fire, sprinkler or other safety systems; the accessibility of the Building and its accouterments to the handicapped or disabled; or the regulation, containment, abatement, or removal of hazardous substances therein (including, without limitation, asbestos and asbestos containing materials), including, without limitation, compliance with New York City Local Law No. 5/73, Local Law 10/80, Local law 16/84, and the Americans with Disabilities Act of 1990, as amended, that requires Landlord or any tenant or occupant of the Building to incur any obligation or expense to install, alter, make any addition to or improve the Building or any system thereof or any equipment or accouterment to any of the foregoing or install any new system, Tenant shall pay to Landlord in monthly installments, as Additional Rent hereunder, commencing on the first day following Landlord's notice or demand for payment thereof, Tenant's Proportionate Share of the cost of such alteration, addition, or improvement. The foregoing shall require Tenant to do all work and shall require Tenant to perform, at its sole cost and expense, asbestos abatement and abatement of any other hazardous or toxic material that may become necessary by reason of any Tenant installation, alteration, improvement or work.

SECTION 9.2 Fire Rating Agencies. Tenant at its expense shall comply with all requirements imposed by any applicable fire rating bureau or other body exercising similar functions in connection with the Premises that affect the same and shall not use the Premises in a manner that shall increase the rate of fire insurance of Landlord or of any other tenant, in effect prior to this Lease. If Tenant's use of the Premises increases the fire insurance rate, Tenant shall reimburse Landlord for all such increased costs.

ARTICLE X

Assignment and Subletting

SECTION 10.1 Assignment, Subletting and Other Transfers.

(A) Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns expressly covenants that it shall not transfer, assign, hypothecate, mortgage or otherwise encumber this Lease, whether by operation of law or otherwise, nor underlet, or suffer or permit the Premises or any part thereof to be used by others, without the prior written consent of Landlord in each instance, which consent may be withheld by Landlord in its sole discretion, except as otherwise expressly provided in Section 10.1(B). The indirect or direct transfer of the majority of the stock of a corporate tenant or the majority partnership interest of a partnership tenant or the majority of the membership interest of a limited

liability company tenant shall be deemed an assignment. If this Lease be assigned, or if the Premises or any part thereof be underlet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of the covenant, or the acceptance of the assignee, undertenant or occupant as Tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Landlord to an assignment or underletting shall not in any way be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment or underletting. Tenant represents that as of the date of execution of this Lease, Tenant is a New York corporation, one hundred percent of the ownership interest of which is owned by _____. [please provide information] At any time and from time to time, within five (5) days after written request by Landlord, Tenant shall furnish to Landlord, a written statement certified by an attorney or an independent certified public accountant or an affidavit sworn to by the chief executive officer or a general partner of Tenant, setting forth the identity of every holder of an interest, the type and character of each such interest (e.g. number of shares of common stock, general partnership interest, etc.) and the percentage of ownership of each such holder.

(B) Notwithstanding anything to the contrary contained in Section 10.1(A), the following shall govern:

(1) Prohibition Without Consent. If Tenant shall at any time or times during the Term desire to assign this Lease or sublet any portion of the Premises, Tenant shall give notice thereof to Landlord, which notice shall be accompanied by (i) a conformed or photostatic copy of the executed proposed assignment or sublease, the effective or commencement date of which shall be not less than sixty (60) nor more than one hundred and eighty (180) days after the giving of such notice, (ii) a statement setting forth in reasonable detail the identity of the proposed assignee or subtenant, the nature of its business and its proposed use of the Premises, and (iii) current financial information with respect to the proposed assignee or subtenant, including, without limitation, its most recent financial report, which shall have been certified by an independent public accountant. The aforesaid notice with respect to an assignment only shall be deemed an offer from Tenant to Landlord whereby Landlord (or Landlord's designee) may, at its option, terminate this Lease. Said option may be exercised by Landlord by notice to Tenant at any time within sixty (60) days after the aforesaid notice has been given by Tenant to Landlord; and during such sixty (60) day period Tenant shall not assign this Lease nor sublet such space to any person.

(2) Termination by Landlord. If Landlord exercises its option to terminate this Lease as provided in subsection 10.1(B)(1) above, then this Lease shall end and expire on the date that such assignment was to be effective or commence, as the case may be, and the Rent due hereunder shall be paid and apportioned to such date. If Landlord exercises its option to terminate this Lease pursuant to 10.1(B)(1) above, Landlord shall be free to and shall have no liability to Tenant if Landlord should lease the Premises (or any part thereof) to Tenant's prospective assignee.

(3) Sublease by Landlord. Landlord or its designee may, at its option, in lieu of exercising its termination option described in Section 10.1(B)(1) but subject to the

same 60-day period, sublease from Tenant the space described in Tenant's notice (such space being hereafter referred to as the "Leaseback Space"). If Landlord exercises its option to sublet the Leaseback Space, then the parties shall enter into an agreement to reasonably evidence same and such sublease shall be at a rental rate equal to the product of the lesser of (x) the rent per rentable square foot then payable pursuant to this Lease, and (y) the rent per rentable square foot contained in the proposed and executed sublease agreement, multiplied by the rentable square foot area of the Leaseback Space; shall be for the same term as that of the proposed sublease; and shall:

(i) be expressly subject to all of the covenants, terms and conditions of this Lease except such as are irrelevant or inapplicable, and except as expressly set forth in this Article 10 to the contrary;

(ii) give the subtenant the unqualified and unrestricted right, without Tenant's consent, to assign such sublease or any interest therein and/or to sublet all or any portion of the space covered by such sublease and to make alterations and improvements in the space covered by such sublease;

(iii) provide that any assignee or further subtenant of Landlord or its designee, may, at Landlord's option, be permitted to make alterations and decorations in such space and that any or all of such alterations and decorations may be removed by such assignee or subtenant, at its option, prior to or upon the expiration or other termination of such sublease, provided that such assignee or subtenant shall, at its expense, repair any damage caused by such removal; and

(iv) provide that (A) the parties to such sublease expressly negate any intention that the sublease estate be merged with any other estate held by either of such parties, (B) any assignment or sublease by Landlord or its designee (as the subtenant) may be for any purpose or purposes that Landlord, in its sole discretion, shall deem appropriate, (C) Tenant shall, at its sole cost and expense, at all times provide and permit reasonably appropriate means of ingress to and egress from such space so sublet by Tenant to Landlord or its designee, (D) Landlord may, at Tenant's expense, make such alterations as may be required or deemed necessary by Landlord, and (E) at the expiration of the term of such sublease, Tenant will accept the Leaseback Space in its then existing condition.

(v) If Landlord exercises its option to sublet the Leaseback Space:

a. Performance by Landlord, or its designee, under a sublease of the Leaseback Space shall be deemed performance by Tenant of any similar obligation under this Lease and Tenant shall not be liable for any default under this Lease or deemed to be in default hereunder if such default is occasioned by or arises from any act or omission of the subtenant pursuant such sublease;

b. Tenant shall have no obligation, at the expiration or earlier termination of the Term, to remove any alteration,

installation or improvement made in the Leaseback Space by Landlord (or Landlord's designee); and

c. Any consent required of Tenant, as Landlord under the sublease, shall be deemed granted if consent with respect thereto is granted by Landlord under this Lease, and any failure of Landlord (or its designee) to comply with the provisions of the sublease other than with respect to the payment of Rent shall not constitute a default thereunder or hereunder if Landlord shall have consented to such non-compliance.

(4) Conditions for Landlord's Approval. In the event Landlord does not exercise its option provided to it pursuant to 10.1(B)(1) above and provided that Tenant is not in default of any of Tenant's obligations under this Lease as of the time of Landlord's consent, and as of the effective date of the proposed assignment or commencement date of the proposed sublease, Landlord's consent (which must be in writing and form reasonably satisfactory to Landlord) to the proposed assignment or sublease shall not be unreasonably withheld, provided and upon condition that:

(i) Tenant shall have complied with the provisions of Section 10.1(B)(1) above and Landlord shall not have exercised its option under said Section 10.1(B)(1) above within the time permitted therefor;

(ii) In Landlord's sole but reasonable judgment the proposed assignee or subtenant is engaged in a business or activity, and the Premises will be used for the Permitted Use, and will not violate any negative covenant as to use contained in any other lease of space in the Building;

(iii) The proposed assignee or subtenant is a reputable person or entity of good character and with sufficient financial worth considering the responsibility involved, and Landlord has been furnished with proof thereof reasonably acceptable to Landlord;

(iv) The proposed assignee or sublessee is not a person with whom Landlord is then negotiating to lease space in the Building or any other property owned by Landlord an affiliate of Landlord;

(v) The form of the proposed sublease or instrument of assignment (i) shall be in form reasonably satisfactory to Landlord and (ii) shall comply with the applicable provisions of this Article X;

(vi) Any sublease shall be a sublease for either (x) all of the Premises, (y) all of the lower level and ground floor portion of the Premises, or (z) all of the second floor portion of the Premises;

(vii) The amount of the aggregate rent to be paid by the proposed subtenant is not less than the then current market rent per rentable square foot for the Premises as though the Premises were vacant, and the rental and other terms and conditions of

the sublease are the same as those contained in the proposed sublease furnished to Landlord pursuant to Section 10.1(B)(1) above;

(viii) Tenant shall reimburse Landlord on demand for the costs that may be incurred by Landlord in connection with said assignment or sublease, including without limitation, the costs of making investigations as to the acceptability of the proposed assignee or subtenant and the reasonable legal costs incurred in connection with the granting of any requested consent;

(ix) Tenant shall not have advertised or publicized in any way the availability of the Premises without prior notice to Landlord, nor shall any advertisement state the name (as distinguished from the address) of the Building or the proposed rental or list the Premises for subletting or assignment with a broker, agent or representative other than the agent as may be designated by Landlord;

(x) The proposed subtenant or assignee shall not be entitled, directly or indirectly, to diplomatic or sovereign immunity and shall be subject to the service of process in, and the jurisdiction of the courts of New York State;

(xi) The proposed assignee or sublessee concurrently with the delivery of the assignment or sublease agreement, as the case may be, delivers to Landlord such additional security as Landlord may reasonably request based on, among other things, the financial worth and business experience of such proposed assignee or subtenant (but in no event less than an amount equal to two (2) months' Fixed Rent payable by Tenant hereunder during the last year of the Lease term), to be held by Landlord as additional security in accordance with this Lease. In addition, the principals of the proposed assignee or subtenant, as the case may be, shall deliver a "good guy" guaranty in favor of Landlord in form and substance reasonably satisfactory to Landlord;

(xii) The proposed assignee or sublessee, concurrently with the delivery of the assignment or sublease agreement, as the case may be, delivers to Landlord a mutually certified statement of the full extent of the consideration, if any, to be paid to Tenant by the assignee or the sublessee for or by reason of such assignment or sublease, as the case may be, (including, but not limited to, sums paid for the sale of Tenant's fixtures, leasehold improvements, equipment, furniture, furnishings or other personal property); and

(xiii) The Guarantor (as defined below) shall remain fully liable under the Guaranty (as defined below).

(5) Reactivation of Termination Option. In the event that (i) Landlord fails to exercise its option under Section 10.1(B)(1) above and consents to a proposed assignment or sublease, and (ii) Tenant fails to execute and deliver the assignment or sublease to which Landlord consented within forty five (45) days after the giving of such consent, then Tenant shall again comply with all of the provisions and conditions of subsection A above before assigning this Lease or subletting the Premises.

(6) Sublease Provisions. With respect to each and every sublease or subletting permitted by Landlord under the provisions of this Lease, it is further agreed that:

(i) No subletting shall be for a term ending later than one (1) day prior to the Expiration Date of this Lease;

(ii) No sublease shall be delivered, and no subtenant shall take possession of the Premises, until an executed counterpart of such sublease has been delivered to Landlord;

(iii) Each sublease shall provide that it is subject and subordinate to this Lease and to the matters to which this Lease is or shall be subordinate, and that in the event of termination, re-entry or dispossession by Landlord under this Lease, Landlord may, at its option, take over all of the right, title and interest of Tenant, as sublessor, under such sublease, and such subtenant shall, at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease, except that Landlord shall not (a) be liable for any previous act or omission of Tenant under such sublease, (b) be subject to any counterclaim, offset or defense not expressly provided in such sublease and that theretofore accrued to such subtenant against Tenant, or (c) be bound by any previous modification of such sublease or by any previous prepayment of more than one (1) month's Fixed Rent. The provisions of this Article X shall be self-operative and no further instrument shall be required to give effect to this provision.

(iv) If any Laws require that any asbestos or other hazardous material contained in or about the Premises be dealt with in any particular manner in connection with any alteration of the Premises, then it shall be the subtenant's obligation, at the subtenant's expense, to deal with such asbestos or any other hazardous material in accordance with all such Laws.

(v) Each subletting pursuant to this Article X shall be subject to all of the covenants, agreements, terms, provisions and conditions contained in this Lease. Notwithstanding any such subletting to any subtenant and/or acceptance of Fixed Rent or Additional Rent by Landlord from any subtenant, (x) the Guarantor shall remain fully liable under the Guaranty, (y) Tenant shall remain fully liable for (i) the payment of the Rent due and to become due hereunder and (ii) the performance of all the covenants, agreements, terms, provisions and conditions contained in this Lease on the part of Tenant to be performed, and (z) all acts and omissions of any licensee or subtenant, or anyone claiming under or through any subtenant, that shall be in violation of any of the obligations of this Lease shall be deemed to be a violation by Tenant. Tenant further agrees that notwithstanding any such subletting, no other and further subletting of the Premises by Tenant or any person claiming through or under Tenant shall or will be made except upon compliance with and subject to the provisions of this Article X. If Landlord shall decline to give its consent to any proposed assignment or sublease, or if Landlord shall exercise its option under Section 10.1(B)(1), Tenant shall indemnify, defend and hold harmless Landlord against and from any and all loss, liability, damages, costs and expenses (including reasonable counsel fees) resulting from any claims that may be made against Landlord by the proposed assignee or sublessee.

(7) Profits. If Landlord shall give its consent to any assignment of this Lease or to any sublease, Tenant shall in consideration therefor, pay to Landlord, as Additional Rent, the following sums:

(i) in the case of an assignment, an amount equal to either (x) twenty percent (20% if the assignment occurs during the first seven and one half Lease Years of the Term or (y) fifty percent (50%) if the assignment occurs after the first seven and one half Lease Years of the Term, of all sums and other considerations paid to Tenant by the assignee for or by reason of such assignment (including, but not limited to, sums paid for the sale of Tenant's fixtures, leasehold improvements, equipment, furniture, furnishings or other personal property, less, in the case of a sale thereof, the then net unamortized or undepreciated cost thereof determined on the basis of Tenant's federal income tax returns); and

(ii) in the case of a sublease, either (x) twenty percent (20% if the sublease is entered into during the first seven and one half Lease Years of the Term or (y) fifty percent (50%) if the sublease is entered into after the first seven and one half Lease Years of the Term, of any rents, additional charges or other consideration payable under the sublease to Tenant by the subtenant that is in excess of the Rent accruing during the term of the sublease in respect of the sublease space pursuant to the terms hereof (including, but not limited to, sums paid for the sale or rental of Tenant's fixtures, leasehold improvements, equipment, furniture or other personal property, less, in the case of the sale thereof, the then net unamortized or undepreciated cost thereof determined on the basis of Tenant's federal income tax returns). The sums payable under this subsection Section 10.1(B)(7)(ii) shall be paid to Landlord as and when payable by the subtenant to Tenant.

(8) Assumption by Assignee. Any assignment or transfer of this Lease shall be made only if, and shall not be effective until, the assignee shall execute, acknowledge and deliver to Landlord an agreement in form and substance satisfactory to Landlord whereby the assignee shall assume the obligations of this Lease on the part of Tenant to be performed or observed and whereby the assignee shall agree that the provisions in this Article X, shall, notwithstanding such assignment or transfer, continue to be binding upon it in respect of all future assignments and transfers. The original named Tenant covenants that, notwithstanding any assignment or transfer, whether or not in violation of the provisions of this Lease, and notwithstanding the acceptance of Rent by Landlord from an assignee, transferee, or any other party, the original named Tenant shall remain fully liable for the payment of the Rent and for the other obligations of this Lease on the part of Tenant to be performed or observed and the Guarantor shall remain fully liable under the Guaranty.

(9) Liability by Tenant. The joint and several liability of Tenant and any immediate or remote successor in interest of Tenant and the due performance of the obligations of this Lease on Tenant's part to be performed or observed shall not be discharged, released or impaired in any respect by any agreement or stipulation made by Landlord extending the time, or modifying any of the obligations, of this Lease, or by any waiver or failure of Landlord to enforce any of the obligations of this Lease. In no event shall any assignment of this Lease or sublease of all or any portion of the Premises, whether or not in violation of the terms and conditions of this Article X, shall release Tenant of any liability hereunder or release Guarantor or any liability under the Guaranty.

(10) Re-entry by Landlord. If Landlord shall recover or come into possession of the Premises before the date herein fixed for the termination of this Lease, Landlord shall have the right, at its option, to take over any and all subleases or sublettings of the

Premises or any part thereof made by Tenant and to succeed to all the rights of said subleases and sublettings or such of them as it may elect to take over. Tenant hereby expressly assigns and transfers to Landlord such of the subleases and sublettings as Landlord may elect to take over at the time of such recovery of possession, such assignment and transfer not to be effective until the termination of this Lease or re-entry by Landlord hereunder or if Landlord shall otherwise succeed to Tenant's estate in the Premises, at which time Tenant shall upon request of Landlord, execute, acknowledge and deliver to Landlord such further instruments of assignment and transfer as may be necessary to vest in Landlord the then existing subleases and sublettings. Every subletting hereunder is subject to the condition and by its acceptance of and entry into a sublease, each subtenant thereunder shall be deemed conclusively to have thereby agreed from and after the termination of this Lease or re-entry by Landlord hereunder or if Landlord shall otherwise succeed to Tenant's estate in the Premises, that such subtenant shall waive any right to surrender possession or to terminate the sublease and, at Landlord's election, such subtenant shall be bound to Landlord for the balance of the term of such sublease and shall attorn to and recognize Landlord, as its Landlord, under all of the then executory terms of such sublease, except that Landlord shall not (i) be liable for any previous act, omission or negligence of Tenant under such sublease, (ii) be subject to any counterclaim, defense or offset not expressly provided for in such sublease, which theretofore accrued to such subtenant against Tenant, (iii) be bound by any previous modification or amendment of such sublease or by any previous prepayment of more than one (iv) month's rent and additional rent, which shall be payable as provided in the sublease, or (v) be obligated to perform any work in the subleased space or the Building or to prepare them for occupancy beyond Landlord's obligations under this Lease, and the subtenant shall execute and deliver to Landlord any instruments Landlord may reasonably request to evidence and confirm such attornment. Each subtenant or licensee of Tenant shall be deemed automatically upon and as a condition of occupying or using the Premises or any part thereof, to have given a waiver of the type described in and to the extent and upon the conditions set forth in this Article X.

(11) Notwithstanding anything to the contrary contained in this Lease, Tenant may, after prior written notice to Landlord, without obtaining Landlord's prior written consent, assign or transfer its entire interest in this Lease (collectively, "Transfer") to Guarantor; provided, however, that Tenant shall have no such right to Transfer pursuant to this section unless: (i) Tenant delivers proof reasonably satisfactory to Landlord that Guarantor shall have, immediately after the Transfer, a net worth equal to or greater than that shown on the Consolidated Financial Statements for the Years Ended December 31, 2017 and 2016 and Report of Independent Registered Public Accounting Firm dated March 14, 2018 prepared by Friedman LLP; and (ii) the provisions of Section 10(b)(8) above shall be satisfied.

ARTICLE XI

SECTION 11.1 Changes by Landlord.

(A) Landlord shall have the right, without the same constituting an eviction or constructive eviction of Tenant in whole or in part and without any abatement of the Rent or liability to Tenant, to (i) place (and have access to) ducts, beams, pipes, joints, foundations, supports and conduits through the Premises (without a reduction or reconfiguration of the

useable area of the Premises, except to a *de minimis* extent), (ii) enter the Premises at reasonable times upon reasonable prior notice, which may be verbal (but prior notice shall not be required in an emergency), to inspect the Premises, to show the Premises to others or to perform any work Landlord deems necessary to the Premises or the Building (including the Building systems) or for the purpose of complying with all present and future laws, codes, rules, statutes, ordinances, requirements and regulations of all federal, state and municipal governments, and the appropriate departments, commissions, boards, and officers thereof, and in accordance with the orders, rules and regulations imposed by any applicable fire rating bureau or other body exercising similar functions in connection with the Premises (collectively, "Laws"), (iii) alter, maintain or repair the Building (including the Building systems) or the Land and (iv) take all material into the Premises that may be required in connection with any of the matters described in this Section. If Tenant is not present when Landlord desires to enter the Premises, Landlord or Landlord's contractors may enter the Premises (by force, in the event of an emergency) without liability to Tenant.

(B) Except as may be provided in this Lease, any and all exterior walls of the Building, core corridor walls, and exterior doors and entrances (other than surfaces facing the interior of the Premises and doors and entrances servicing only the Premises), balconies, terraces, vaults, Building systems and all other portions of the Building are reserved to Landlord for Landlord's use, are not part of the Premises, and Landlord may have access thereto through the Premises.

(C) Landlord shall be entitled to erect scaffolding or sidewalk sheds from time to time on and around the Building. In the event Landlord shall install or cause to be installed any scaffolding, sidewalk shed or any other protective structure on all or any portion of the storefront portion of the Building, Landlord shall use commercially reasonable efforts to minimize the period of time during which such scaffolding, sidewalk shed or other protective structure must remain in place, to the extent practicable, and the extent to which the same shall impair the visibility of the Premises. All scaffolding or sidewalk sheds, to the extent reasonably practicable, shall be double height, so as to clear any existing Tenant signs, lights and windows. In the event Tenant's signage or store windows are blocked, upon Tenant's request, but only to the extent permitted by applicable Laws, Landlord shall, at its sole cost and expense, install signage identifying Tenant by its trade name on the face of such scaffolding, sidewalk shed or other protective structure, at a location directly in front of Tenant's business storefront, which signage shall be prepared by Tenant at Tenant's sole cost and expense, it being understood and agreed that Landlord shall not place any advertising or signage, except where required by law, on the portion of the scaffolding directly in front of the Premises. In no event shall Tenant be entitled to any abatement, setoff or counterclaim against Rent as a result of the placement of scaffolding or sidewalk sheds on or around the Building of which the Premises forms a part.

ARTICLE XII

Casualty

SECTION 12.1 Damage Generally.

(A) Subject to Section 12.1(B), if any part of the Premises shall be damaged by fire or other casualty, Tenant shall give prompt notice thereof to Landlord and Landlord, after the collection of insurance proceeds attributable to such damage, shall with reasonable diligence repair such damage to any part of the Premises, the repair of which is Landlord's obligation hereunder. Notwithstanding anything to the contrary contained herein, Landlord shall not be required to repair or restore any of Tenant's property or any alteration or leasehold improvement made by Tenant or for Tenant at Tenant's expense. Rent shall not be reduced or abated during the period of such repair, restoration or rebuilding even if the improvements are not tenantable. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from the undertaking of such repair.

(B) Notwithstanding Article Xii(A), if the Building shall be substantially destroyed by fire or other casualty and if in the reasonable opinion of Landlord it would not be economically feasible to rebuild the Building and Landlord elects not to rebuild, then Landlord may elect by notice to Tenant within ninety (90) days after the date of such destruction (the "Destruction Date") to terminate this Lease as of the Destruction Date and if such notice shall be given this Lease and the term and estate hereby granted shall terminate as of the Destruction Date with the same effect as if the Destruction Date were the Expiration Date of the term of this Lease and Tenant shall pay the Rent thereunder justly apportioned to the Destruction Date.

(C) In the event Landlord does not terminate this Lease in accordance with the provisions herein above, Landlord shall repair or rebuild the Premises in accordance with Paragraph (A).

(D) Landlord shall have no obligation to carry insurance of any kind on Tenant's goods, furniture or furnishings or on Tenant's Property, and Landlord shall not be obligated to repair any damage thereto or to replace the same.

(E) Notwithstanding anything to the contrary, Landlord's restoration obligations shall be limited to the amount of insurance proceeds actually received by Landlord less any deductible, and Landlord's shall only be required to restore the Premises to the condition it was in on the Commencement Date.

(F) If the Premises shall be damaged by fire or other casualty to the extent of more than twenty-five (25%) of the cost of replacement thereof during the last two (2) years of the Term, Landlord may terminate this Lease by notice to Tenant given within ninety (90) days after such event, and upon the date specified in such notice, which shall be not less than thirty (30) days nor more than sixty (60) days after the giving of said notice, this Lease shall terminate and Tenant shall forthwith quit, and surrender the Premises to Landlord without prejudice to any rights Landlord may have against Tenant prior to the termination of this Lease.

SECTION 12.2 Release; Waiver of Subrogation; Contractual Liability Endorsement. Notwithstanding any other provision contained in this Lease to the contrary, Tenant hereby waives any right it may have against Landlord, Landlord's mortgagee or any of the other parties in interest from time to time on account of any loss or damage occasioned to Tenant, its property, the Premises or its contents arising from any risk generally covered (including deductibles) by "all risk" insurance as aforesaid providing

protection against fire, lightning, extended coverage, vandalism and malicious mischief, sprinkler leakage and other "all risk" perils including water damage, whether or not such a policy shall be in force.

SECTION 12.3 Express Agreement. This Lease shall be considered an express agreement governing any case of damage to or destruction of the Building or the Premises by fire or other casualty, and any law that purports to govern the absence of express agreement, including without limitation §227 of the Real Property Law of the State of New York, and any successor or other law of like import, shall have no application.

ARTICLE XIII

Condemnation

SECTION 13.1 Condemnation.

(A) If there shall be a taking of the entire Premises in condemnation proceedings or by any right of eminent domain, this Lease and the Term and estate hereby granted shall forthwith cease and terminate as of the earlier of the date of vesting of title in such taking or the date of taking of possession by the condemning authority.

(B) In the event of a taking of a portion of the Premises in the manner described in subsection (A) above Tenant shall not be entitled to any abatement of Rent on account of such taking with respect to the portion of the Premises not so taken; provided, however, that Tenant shall be entitled to an abatement of Fixed Rent on account of such taking by a percentage, which shall be equal to a fraction, the numerator of which shall be the area of the portion of the Premises so taken and the denominator of which shall be the area of the entire Premises prior to such taking.

SECTION 13.2 Award. In the event of a taking of all of the Premises or the storefront, Landlord shall be entitled to receive the entire award in the condemnation proceeding, including any award made for the value of the estate vested by this Lease in Tenant, and Tenant hereby assigns to Landlord any and all right, title and interest of Tenant now or hereafter arising in or to any such award or any part thereof; provided, however, that nothing contained herein shall preclude Tenant from intervening in any such condemnation proceeding to claim or receive from the condemning authority any compensation to which Tenant may otherwise be lawfully entitled in such case in respect of Tenant's Property, for moving to a new location, or reimbursement for tenant improvements, provided the same do not include any value of the estate vested by this Lease in Tenant and further provided the same do not in any way diminish the value of Landlord's award.

SECTION 13.3 Condemnation for a Limited Period. Notwithstanding the foregoing, if all or any portion of the Premises shall be condemned or taken for governmental occupancy for a limited period of less than ninety (90) days, this Lease shall not terminate, the Rent shall not be abated and Tenant shall be entitled to receive the entire award therefor (whether paid as damages, rent or otherwise) unless the period of governmental occupancy extends beyond the expiration of this Lease, in which case Landlord shall be entitled to such part of such

award as shall be properly allocable to the cost of restoration of the Premises, and the balance of such award shall be apportioned between Landlord and Tenant as of the date of such expiration. If the termination of such governmental occupancy is prior to expiration of this Lease, Tenant shall to the extent of any award restore the Premises as nearly as possible to the condition in which they were prior to the condemnation or taking.

ARTICLE XIV

Accidents to Sanitary And Other Systems

SECTION 14.1 Accidents to Sanitary and Other Systems. Tenant shall give to Landlord prompt notice of any damage to, or defective condition in, any part of the Premises or the structural elements or any of the Building's mechanical, electrical or plumbing systems, and (i) Tenant shall promptly remedy any such damage or defective condition in the Premises and (ii) Landlord shall remedy any such damage or defective condition in the structural elements or any of the Building's mechanical, electrical or plumbing systems located outside of the Premises; provided, however, that if any such damage or defective condition in the structural elements or any of the Building's mechanical, electrical or plumbing systems was caused by, or is attributable to the acts, Tenant Alterations or the unreasonable or improper use of such system by Tenant, its employees, contractors, sublessees, licensees or invitees, the cost of the remedy thereof shall be paid by Tenant upon demand.

ARTICLE XV

Subordination; Non-Terminability of Lease

SECTION 15.1 Subordination. This Lease and all rights of Tenant hereunder are and shall be subject and subordinate to all ground leases, master leases, overriding leases and underlying leases, party wall agreements, reciprocal easements and operating agreements, facade and/or open space easements and other matters of record affecting the Land, the Building, and/or that portion of the Building of which the Premises are a part, now or hereafter existing, and to all mortgages and assignments of leases and rents (each such mortgage or assignment is hereinafter referred to as a "mortgage") that may now or hereafter affect the Land and/or the Building and/or that portion of the Building of which the Premises are a part and/or any of such leases, whether or not such mortgages shall also cover other lands and/or buildings and/or leases, to each and every advance made or hereafter to be made under such mortgages, and to all renewals, modifications, replacements and extensions of such leases and such mortgages and spreaders and consolidations of such mortgages. This Section shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall promptly execute, acknowledge and deliver any instrument that Landlord, the lessor under any such lease or the holder of any such mortgage or any of their respective successors-in-interest may reasonably request to evidence such subordination; and if Tenant fails to execute, acknowledge or deliver any such instruments within ten (10) business days after Landlord's written request therefor, Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's attorney-in-fact, coupled with an interest, to execute and deliver any such instruments for and on behalf of Tenant. Any lease to which this Lease is, at the time referred to, subject and subordinate is herein called "Superior Lease" and the lessor of a Superior Lease or its successor in interest, at

the time referred to, is herein called "Superior Lessor"; and any mortgage to which this Lease is, at the time referred to, subject and subordinate is herein called "Superior Mortgage" and the holder of a Superior Mortgage is herein called "Superior Mortgagee". If any Superior Mortgagee or Superior Lessor requires one or more modifications to this Lease and the requested modifications do not materially and adversely modify Tenant's rights and obligations under this Lease, Tenant shall execute whatever documentation shall be required by such Superior Mortgagee or Superior Lessor to effect the modifications and to return such documentation to Landlord within five (5) days of the date such documentation shall be delivered, it being understood and agreed that Tenant's failure to execute and return such documentation to Landlord within such seven day period shall constitute a default under this Lease.

SECTION 15.2 Non-Terminability of Lease.

(A) Tenant's Interest Not Transferable. Neither Tenant's interest in this Lease, nor any estate hereby created in Tenant nor any interest herein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided pursuant to the United States Bankruptcy Code or any state bankruptcy, insolvency or similar statute, as amended from time to time (the "Bankruptcy Code").

(B) Termination. In the event the interest or estate created in Tenant hereby shall be taken in execution or by other process of law, or if any guarantor of Tenant's obligations under this Lease or its or their executors, administrators or assigns, if any, shall be adjudicated insolvent or bankrupt pursuant to the provisions of any State Act or the Bankruptcy Code or if Tenant is adjudicated insolvent by a court of competent jurisdiction other than the United States Bankruptcy Court, or if a receiver or trustee of the property of Tenant or any Tenant's guarantor shall be appointed by reason of the insolvency or inability of Tenant or said guarantor to pay its debts, or if any assignment shall be made of the property of Tenant or any guarantor for the benefit of creditors, then and in any such events, this Lease and all rights of Tenant hereunder shall automatically cease and terminate with the same force and effect as though the date of such event were the date originally set forth herein and fixed for the expiration of the Lease Term, and Tenant shall vacate and surrender the Premises but shall remain liable as hereinafter provided.

(C) Tenant's Obligation to Avoid Creditors' Proceedings. Tenant or any guarantor aforesaid shall not cause or give cause for the appointment of a trustee or receiver of the assets of Tenant or such guarantor and shall not make any assignment for the benefit of creditors, or become or be adjudicated insolvent. The allowance of any petition under any insolvency law except under the Bankruptcy Code or the appointment of the trustee or receiver of Tenant or any guarantor or of the assets of either of them, shall be conclusive evidence that Tenant caused, or gave cause therefor, unless such allowance of the petition, or the appointment of the trustee or receiver, is vacated within thirty (30) days after such allowance or appointment. Any act described in this Section 15.2(C) shall be deemed a material breach of Tenant's obligations hereunder and an event of default, and this Lease shall thereupon automatically terminate. Landlord does, in addition, reserve any and all other remedies provided in this Lease or at law or in equity.

(D) Rights and Obligations Under the Bankruptcy Code. Upon filing of a petition by or against Tenant under the Bankruptcy Code, Tenant, as debtor and/or as debtor in possession, and any trustee who may be appointed agree as follows: (i) to perform each and every obligation of Tenant under this Lease including, but not limited to, the manner of conduct of Tenant's business as provide in this Lease until such time as this Lease is either rejected or assumed by order of the United States Bankruptcy Court; (ii) to pay monthly in advance on the first day of each month as reasonable compensation for use and occupancy of the Premises an amount equal to all Rent otherwise due pursuant to this Lease; (iii) to reject or assume this Lease within sixty (60) days of the filing of such petition under Chapter 7 of the Bankruptcy Code or within one hundred twenty (120) days (or such shorter time as Landlord, in its sole discretion, may deem reasonable so long as notice of such period is given) of the filing of the petition under any other chapter; (iv) to give Landlord at least forty-five (45) days prior written notice of any proceeding relating to any assumption of this Lease; (v) to give at least thirty (30) days prior written notice of any abandonment of the Premises, any such abandonment to be deemed a rejection of this Lease; (vi) to do all other things of benefit to Landlord otherwise required under the Bankruptcy Code; (vii) to be deemed to have rejected this Lease in the event of the failure to comply with any of the above; and (viii) to have consented to the entry of an order by an appropriate United States Bankruptcy Court providing all of the above, waiving notice and hearing of the entry of same.

(E) No Waiver. No default of this Lease by Tenant, either prior to or subsequent to the filing of such a petition, shall be deemed to have been waived unless expressly done so in writing by Landlord.

(F) Other Obligations. Included within and in addition to any other conditions or obligations imposed upon Tenant or its successor in the event of assumption and/or assignment are the following: (i) the cure of any monetary defaults and the reimbursement to Landlord of pecuniary loss within no more than thirty (30) days of assumption and/or assignment; (ii) the deposit of an additional sum of money with Landlord equal to six (6) months' Rent, to be held as a security deposit to the extent permitted by the Bankruptcy Code or by an appropriate United States Bankruptcy Court; (iii) the use of the Premises only as set forth in this Lease and the quality, quantity and/or lines goods or services required to be offered remaining unchanged; (iv) the reorganized debtor or assignee of such debtor in possession or of Tenants' trustee demonstrating in writing that it has sufficient background including, but not limited to substantial experience and financial ability to operate out of the Premises in the manner contemplated in this Lease and meeting all other reasonable criteria of Landlord as did Tenant upon execution of this Lease; (v) the prior written consent of any mortgagee to which this Lease has been assigned as collateral security; and, (vi) the Premises, at all times, remaining a single unit with no physical changes of any kind being made to the Premises unless in compliance with the applicable provisions of this Lease.

ARTICLE XVI

Right to Perform Covenants of Tenant

SECTION 16.1 Tenant's Default. If Tenant shall be in default under this Lease beyond any applicable notice and grace periods, Landlord may cure the same at the

expense of Tenant (i) in the case of emergency or in case such default will result in a violation of law, a cancellation of an insurance policy maintained for the Building, or damage to the Building or to space leased to another tenant of the Building, immediately and without notice and (ii) in any other case, if such default continues after fifteen (15) days from the date that Landlord gives Tenant notice of Landlord's intention to so perform the same (the "Cure Period"); provided, that if a default cannot with due diligence be cured within fifteen (15) days from the date of such notice for causes beyond Tenant's reasonable control, the Cure Period shall be deemed extended (for a period not to exceed thirty (30) days in the aggregate) if (a) immediately upon the receipt of such notice, Tenant advises Landlord of Tenant's intention to institute all steps necessary to cure such default and (b) Tenant institutes and thereafter diligently prosecutes to completion all steps necessary to cure the same.

SECTION 16.2 Payments. Bills for all reasonable costs and expenses incurred by Landlord in connection with any performance by it under Section 16.1 shall be payable within twenty (20) days after notice of the amount thereof together with annual interest thereon at eighteen (18%) percent and shall be deemed Additional Rent hereunder.

SECTION 16.3 Additional Rent. If any cost, expense, charge, amount or sum (other than Fixed Rent) payable by Tenant as provided in this Lease is not paid when due, the same shall be due and payable by Tenant as Additional Rent hereunder and Landlord shall have the same remedy for failure to pay Additional Rent as it has for the failure to pay Fixed Rent.

ARTICLE XVII

Estoppel Certificates

SECTION 17.1 Estoppel Certificates. Tenant shall, upon not less than seven (7) days' prior notice, execute, acknowledge and deliver to Landlord a statement (i) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (ii) certifying the dates to which the Rent has been paid in advance, (iii) stating whether or not to the best knowledge of Tenant, Landlord is in default under this Lease, and if so, specifying such default and/or (iv) certifying to such other matters with respect to this Lease as may be reasonably requested. Tenant hereby irrevocably constitutes and appoints Landlord as attorney in fact for Tenant to execute any such instrument for an on behalf of Tenant if Tenant fails to timely execute and deliver same to Landlord. Any such certificate may be relied upon by any third party, prospective purchaser or mortgagee of the Premises or any part thereof.

ARTICLE XVIII

Conditional Limitation

SECTION 18.1 Conditional Limitation. This Lease and the term and estate hereby granted are subject to the limitation that:

(A) in case Tenant shall default in the payment of any Rent on any date upon which the same becomes due or Tenant shall refuse to take possession of the Premises upon delivery of possession or shall vacate the Premises and permit same to remain unoccupied and unattended and any such defaults shall continue for five (5) days after Landlord shall have given to Tenant a notice specifying such default (which notice, in the event of a default of any monetary term of this Lease, shall not be required to be given more than twice in any Lease Year), or

(B) in case Tenant shall default in the keeping, observance or performance of any covenant or agreement (other than a default of the character referred to in paragraph (A) of this Section 18.1), and if such default shall continue and shall not be cured within fifteen (15) days after Landlord shall have given to Tenant a notice specifying the same, or, in the case of a default that, for causes beyond Tenant's reasonable control, cannot with due diligence be cured within such period of fifteen (15) days, if Tenant (i) shall not, promptly upon the giving of such notice, advise Landlord of Tenant's intention duly to institute all steps necessary to cure such default and (ii) shall not duly and promptly institute and thereafter diligently prosecute to completion all steps necessary to cure the same (within 30 days of Landlord providing the notice set forth herein), then, in any of such cases set forth in Section 18.1(A), Section 18.1(B), or this Section 18.1(B) above, Landlord shall, in addition to any other remedies available to it at law or in equity, be entitled to give to Tenant a notice of intention to end the term of this Lease at the expiration of three (3) days from the date of the giving of such notice, and, in the event such notice is given, this Lease and the term and estate hereby granted shall terminate upon the expiration of such three (3) days with the same effect as if the last of such three (3) days were the expiration date of the term of this Lease, but Tenant shall remain liable for damages as provided herein or pursuant to law. For the avoidance of doubt, the parties acknowledge that the 3-day notice of intention to end the term of this Lease is not an additional period within which Tenant may cure the specified default.

SECTION 18.2 Legal and Other Costs. Tenant acknowledges that if Tenant shall fail to timely comply with any and all of its obligations under this Lease, Landlord will incur unanticipated legal and other costs in the preparation and service of a notice advising Tenant of such failure, and that \$1,500 is a reasonable estimate of such costs. Tenant shall pay such sum as Additional Rent (in addition to any other sums required hereunder) within seven (7) days of the date of any such notice Landlord shall deliver to Tenant.

ARTICLE XIX

Re-Entry by Landlord; Damages; End of Term

SECTION 19.1 Re-entry by Landlord. If this Lease shall terminate in accordance with the conditional limitation set forth in Sections 18.1 and 18.2 or if the Term of this Lease shall expire under Section 1.2, Landlord or Landlord's agents and employees may immediately or at any time thereafter re-enter into or upon the Premises and dispossess Tenant therefrom, or any part thereof, either by summary dispossession proceedings, by any lawful action or proceeding at law.

SECTION 19.2 Damages. In the event of a termination of this Lease, Tenant shall pay to Landlord, as damages, at the election of Landlord, sums equal to the aggregate of all Additional Rent that would have been payable by Tenant had this Lease not terminated, payable upon the due dates therefor specified herein until the date hereinbefore set forth for the expiration of the Term; provided, however, that if Landlord shall relet all or any part of the Premises for all or any part of the period commencing on the day following the date of such termination and ending on the date hereinbefore set forth for the expiration of the Term, Landlord shall credit Tenant with the net rents received by Landlord from such reletting, when received, net of expenses incurred or paid by Landlord in terminating this Lease and re-entering the Premises and securing possession thereof, as well as the expenses of reletting, including altering and preparing the Premises for new tenants, brokers' commissions, and all other expenses properly chargeable against the Premises and the rental therefrom in connection with such reletting, it being understood that any such reletting may be for a period equal to or shorter or longer than said period; provided, further, that (i) in no event shall Landlord have any obligation to relet the Premises or any part thereof or be liable for refusal or failure to collect any rent due upon such reletting; (ii) in no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder, (iii) in no event shall Tenant be entitled, in any suit for the collection of damages pursuant to this paragraph to a credit in respect of any net rents from a reletting except to the extent that such net rents are actually received by Landlord prior to the commencement of such suit, and (iv) if the Premises or any part thereof should be relet in combination with other space, then proper apportionment on a square foot basis shall be made of the rent received from such reletting and of the expenses of reletting.

SECTION 19.3 Rent Acceleration. As an alternative to the remedy set forth in Section 19.2, Landlord may recover from Tenant, as damages, in addition to any unpaid Rent accrued to the date of such termination, an amount equal to the difference, for the unexpired portion of the term hereof, between: (1) the aggregate of all Rent reserved hereunder; and (2) the then fair and reasonable rental value of the Premises, both discounted at the rate of four (4%) percent per annum to present worth. However, nothing herein contained shall limit or prejudice the right of Landlord to prove and obtain as liquidated damages by reason of such termination an amount equal to the maximum allowed by the statute or rule in effect at the time when, and governing the proceedings in which such damages are to be proved, whether such amount be greater, equal to, or less than the amount of the difference referred to above. In determining the reasonable value of the Premises, the Rent realized by re-letting, if such re-letting be accomplished within a reasonable time after such dispossession or termination, shall be deemed prima facie to be the reasonable rental value. The terms of this Section 19.3 shall expressly survive the termination of this Lease.

SECTION 19.4 Other Remedies. Nothing herein contained shall be construed as limiting or precluding the recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder on the part of Tenant.

SECTION 19.5 Right to Injunction. In the event of a breach or threatened breach on the part of either party with respect to any of the covenants or agreements on the part of or on behalf of the other to be kept, observed or performed, Landlord or Tenant shall also have

the right of injunction. The specified remedies to which either party may resort hereunder are cumulative and are not intended to be exclusive of any other remedies or means of redress to which such party may lawfully be entitled at any time, and such party may invoke any remedy allowed at law or in equity as if specific remedies were not herein provided for. Tenant agrees that if Landlord has delivered a notice to cure pursuant to Article XIX and Tenant seeks a Yellowstone injunction or other preliminary injunction to extend and/or toll the cure period during the pendency of litigation to determine the propriety of the notice to cure or the existence of an alleged default, Tenant shall be required to pay Rent and Additional Rent to Landlord, without prejudice and as if such dispute did not exist, as a condition to obtaining such extension or tolling of the cure period. The failure to make such payments shall be an independent default subject to Section 18.1(A). Any such payments shall be without prejudice to the court's determination that Landlord shall be required to refund or credit to Tenant all or some of such payments.

SECTION 19.6 Certain Waivers. Tenant waives and surrenders all right and privilege that it might have under or by reason of any present or future law to redeem the Premises or to have a continuance of this Lease for the term hereof after Tenant is dispossessed or ejected therefrom by process of law or under the terms of this Lease. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matters whatsoever arising out of or in any way connected with this Lease or Tenant's use or occupancy of the Premises.

ARTICLE XX

Notices

SECTION 20.1 Notices. Any notice, consent, approval, agreement, certification, request, bill, demand, statement, acceptance or other communication hereunder (a "Notice") shall be in writing and shall have been duly given or furnished if delivered in person, mailed or dispatched in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or by a recognized national courier service such as Federal Express for next business day delivery, addressed to the party to which the same is to be delivered or given, in all cases, at such party's address(es) as set forth below or to such other address or addressee as said party may designate by a notice given pursuant hereto. All notices, demands and requests shall be effective upon receipt, if delivered in person; three (3) business days after being deposited in the United States mail; or one (1) business day after being deposited with the recognized national air courier service as required above. Rejection or other refusal to accept or inability to deliver because of changed address of which notice was not given as required herein shall be deemed to be receipt of the notice, demand or request sent. Any notices hereunder shall for all purposes be deemed to have been sent by Landlord or Tenant, as applicable, if sent by such respective party's attorney. Notwithstanding anything contained in the Lease to the contrary, bills and statements issued by Landlord may be sent by regular first class mail or email, without copies to any other party. This notice provision has been specifically negotiated between the parties hereto.

All notices sent to Landlord or Tenant shall be sent to the addresses set forth in the preamble of this Lease.

with a copy of any notice to Landlord to be sent to:

Mermel Associates PLLC
One Hollow Lane, Suite 303
Lake Success, New York 11042
Attention: Mark D. Mermel, Esq.
Email: mark@mermellaw.com

with a copy of any notice to Tenant to be sent to:

Yc & Associates, P.C.
135-15 40th Road, Suite 402
Flushing, New York 11354

ARTICLE XXI

Miscellaneous

SECTION 21.1 Limitation of Landlord's Liability. The covenants and agreements on the part of Landlord to be performed under this Lease shall be binding upon Landlord herein named only for so long as Landlord retains an interest in the Premises and shall not survive the transfer of its interest in the Premises, and in the event of such transfer such covenants and agreements shall thereafter be binding upon each transferee of such interest, but only with respect to the period beginning with the date of such transfer and ending with the date of subsequent transfer of such interest. Notwithstanding any other provision in this Lease to the contrary, Tenant shall look solely to Landlord's interest in the Premises for the recovery of any judgment against Landlord and in no circumstances shall Landlord or any partner, member, manager, shareholder, officer or director be personally liable nor shall Tenant have recourse to any other assets of Landlord for satisfaction of any claim Tenant may have against Landlord.

SECTION 21.2 Entire Agreement. This Lease contains all of the agreements and understandings relating to the leasing of the Premises and the obligations of Landlord and Tenant in connection therewith and neither party nor any agent or representative of either thereof has made or is making, and neither party in executing and delivering this Lease is relying upon, any warranties or representations, except to the extent set forth in this Lease. All understandings and agreements heretofore made between Landlord and Tenant relating to the leasing of the Premises are merged in this Lease, which alone fully and completely expresses their agreement. Any exhibits annexed to this Lease are hereby incorporated herein and made a part hereof. Landlord and Tenant specifically acknowledge that they have had the opportunity to consult counsel of their choosing with respect to the negotiation of this Lease and the rights and obligations set forth herein. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Lease, or to any schedules or exhibits hereto.

SECTION 21.3 No Waiver, Etc. The failure of Landlord or Tenant to insist in any instance upon the strict keeping, observance or performance of any covenant or agreement contained in this Lease or to exercise any election herein contained shall not be construed as a

waiver or relinquishment for the future of such covenant or agreement, but the same shall continue and remain in full force and effect. No waiver by either Landlord or Tenant of any covenant or agreement contained in this Lease shall be deemed to have been made unless set forth in a writing executed by the party whose rights are being waived. No surrender of possession of any part of the Premises shall release Tenant from any of its obligations hereunder unless accepted by Landlord. The receipt and retention by Landlord, and the payment by Tenant, of Rent with knowledge of the breach of any covenant or agreement contained in this Lease shall not be deemed a waiver of such breach by either Landlord or Tenant.

SECTION 21.4 Oral Modification. This Lease sets forth the entire agreement between the parties, superseding all prior agreements and understandings, written or oral, and may not be altered or modified except in writing and signed by both parties.

SECTION 21.5 Surrender and Holding Over. Tenant shall deliver up and surrender to Landlord possession of the Premises upon the expiration or earlier termination of the Lease Term, broom clean, free of debris and Tenant's personal property, in good order, condition and state of repair (excepting ordinary wear and tear) and shall deliver the keys, access codes and card at the office of Landlord. If not sooner terminated as herein provided, this Lease shall terminate at the end of the Lease Term without the necessity of notice from either Landlord or Tenant to terminate the same; Tenant hereby waiving notice to vacate the Premises and agreeing that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of premises from a tenant holding over to the same extent as if statutory notice had been given. If Tenant or any party claiming under Tenant remains in possession of the Premises, or any part thereof, after any termination of this Lease, no tenancy or interest in the Premises shall result therefrom, unless Landlord elects as hereinafter provided, but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction and removal. If Tenant or any party claiming under Tenant remains in possession of the Premises, or any part thereof, after any termination of this Lease, Landlord may, in addition to its other rights, elect at its sole option and discretion to treat such holding over by Tenant as the creation of a month-to-month tenancy subject to all of the terms, covenants and conditions as are set forth in this Lease insofar as the same are applicable to a month-to-month tenancy, except that the monthly Fixed Rent for each month (or portion thereof) of such holdover, shall be one hundred fifty (150%) percent of the aggregate sum of the monthly Fixed Rent payable in the last year of the Lease Term and the average monthly amount of all other Additional Rent and other charges paid by Tenant in the last year of the Lease Term for the first sixty (60) days of any such holdover, and two hundred percent (200%) of such sum thereafter. In the event Tenant or any party claiming under Tenant shall holdover, and if Landlord incurs any expense in removing Tenant, any subtenant, or any other person holding by, through, or under Tenant or any subtenant, who has failed to so surrender the Premises or any part thereof, Tenant shall reimburse Landlord as Additional Rent (x) for the cost and expense (including, without limitation, reasonable attorneys' fees, disbursements and court costs) of removing such subtenant or such person and (y) any and all damages in connection with the loss of any future tenant, and such obligation shall survive the expiration or earlier termination hereof.

SECTION 21.6 Severability. If any covenant or agreement of this Lease or the application thereof to any person or circumstance shall be held to be invalid or unenforceable, then and in each such event the remainder of this Lease or the application of such

covenant or agreement to any other person or any other circumstance shall not be thereby affected, and each covenant and agreement hereof shall remain valid and enforceable to the fullest extent permitted by law.

SECTION 21.7 Attorneys' Fees. Whenever any default, request or inaction by Tenant causes Landlord to engage an attorney and/or incur any other expense, and in any action or proceeding that Landlord may prosecute or defend to enforce or defend its rights hereunder, Tenant shall pay all reasonable out-of-pocket costs incurred by Landlord, including reasonable attorneys' fees to be fixed by the court, and such costs and attorneys' fees shall be made a part of the judgment such action. If Landlord commences any detainer suit, summary proceedings or other action seeking possession of the Premises, Tenant agrees not to interpose by consolidation of actions, removal to chancery or otherwise, any counterclaim, claim for set-off, recoupment or deduction of Rent, or other claim seeking affirmative relief of any kind (except a mandatory or compulsory counterclaim which Tenant would forfeit if not so interposed).

SECTION 21.8 Broker. Tenant hereby warrants to Landlord that Tenant has not employed or dealt with a broker, agent or finder in connection with this Lease other than Robert K. Futterman & Associates and Compass Real Estate (collectively, "Broker"). Tenant shall indemnify, defend, protect and hold Landlord harmless from and against any and all losses, liabilities, damages, claims, judgments, fines, suits, demands, costs, interest and expenses of any kind or nature (including reasonable attorneys' fees and disbursements) incurred in connection with any claim, proceeding or judgment and the defense thereof, which Landlord may incur by reason of any claim of or liability to any broker, finder or like agent (other than Broker) arising out of any dealings claimed to have occurred between Tenant and any claimant in connection with this Lease, and/or the above representation being false.

SECTION 21.9 Successors and Assigns. The covenants and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant, their respective successors and assigns and all persons claiming by, through or under them.

SECTION 21.10 Consent. In the event that it is provided in this Lease that the exercise of any right by, or performance of any obligation of, Tenant shall be subject to the consent or approval of Landlord, and that the consent or approval of Landlord shall not be unreasonably withheld or delayed, then in any case in which Landlord shall withhold or delay its consent, such determination by Landlord shall be conclusive upon Tenant, unless Tenant shall, within thirty (30) days after Notice from Landlord of its determination, elect to have this matter submitted for determination to a Court of competent jurisdiction or for expedited arbitration pursuant to the rules of the American Arbitration Association, which such submission shall be the sole remedy of Tenant for any such withholding of consent or approval by Landlord. In the event that any matter shall be submitted by Tenant pursuant to the provisions of this Section, the sole issue shall be the determination as to whether the withholding of consent or approval by Landlord shall have been reasonable or unreasonable, and in the event that a determination shall be made that the withholding of consent or approval by Landlord was unreasonable, then the decision shall annul such withholding of consent or approval, such annulment being the sole remedy of Tenant; it being the intention of the parties hereto (as to which they are conclusively bound) that in no event shall any such withholding or delay of consent or approval by Landlord, or any decision with respect thereto: (i) impose any financial liability upon or result in any

damages being recoverable from Landlord; and/or (ii) create any right cognizable or remedy enforceable in favor of Tenant and against Landlord in law or equity or under any special statutory proceeding or at all; provided, however, that any such decision may also provide for an assessment of the costs of the proceeding with respect thereto as between Landlord and Tenant. Any consent or approval required of Landlord in any provision of this Lease may be withheld by Landlord in its sole and absolute discretion unless the provision requiring such consent or approval specifically states that Landlord shall not withhold such consent or approval unreasonably.

SECTION 21.11 Postponement of Performance. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strikes, labor troubles, inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Acts of God, fire or other casualty, condemnation or other reason of a similar or dissimilar nature beyond the reasonable control of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, after the Commencement Date, which date shall be subject to a delay occasioned by the above causes, nothing contained in this Section shall operate to excuse Tenant from the prompt payment of Rent or any other payments or charges required by the terms of this Lease, or shall operate to extend the Lease Term. Delays or failures to perform resulting from lack of funds shall not be deemed delays beyond the reasonable control of a party.

SECTION 21.12 Express Provision to the Contrary. If any provision of this Lease shall conflict in any respect with any law, statute, rule or regulation of any governmental or quasi-governmental authority having jurisdiction, then in such respect the provisions of this Lease shall govern and control in lieu thereof and shall be deemed to be express provisions to the contrary of any such law, statute, rule or regulation.

SECTION 21.13 No Air Rights. No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by the provisions of this Lease. If at any time any windows of the Premises are temporarily darkened or the light or view therefrom is obstructed by reason of any repairs, improvements, maintenance or cleaning in or about the Property, Landlord shall have no liability therefor and Tenant shall not be entitled to any reduction or diminution of Tenant's obligations under this Lease.

SECTION 21.14 Information Requests. Tenant shall, within ten (10) days after Landlord's request, provide Landlord or its agent with all information reasonably requested by Landlord, its agent, or its or their compliance committee with respect to Tenant, Guarantor and Tenant's affiliates, including, without limitation, its and their respective officers, directors or shareholders, including, without limitation, a certified (by Tenant's chief financial officer) statement of Tenant's sales at the Premises. The information requested may include, without limitation, financial condition, personal and family background, litigation, indictment, criminal proceedings and the like in which any of the aforementioned may have been involved.

SECTION 21.15 Offer. The submission and negotiation of this Lease shall not be deemed an offer to enter the same by Landlord, but the solicitation of such an offer by Tenant. Tenant agrees that its execution of this Lease constitutes a firm offer to enter the same, which may not be withdrawn for a period of six (6) weeks after delivery to Landlord. During such period and in reliance on the foregoing, Landlord may, at Landlord's option, deposit any Security Deposit and Rent and proceed with any alterations or improvements. If Landlord shall fail to execute and mail or deliver this Lease to Tenant within such period, Tenant may revoke its offer to enter this Lease by sending notice thereof to Landlord before Landlord mails or delivers an executed copy of this Lease to Tenant. In such case, Landlord shall return any Security Deposit and Rent to Tenant. If Tenant shall seek to revoke its offer to enter this Lease in violation of the foregoing provisions, Landlord shall have the options of forfeiting and retaining any Security Deposit and Rent theretofore paid, as liquidated damages without executing and delivering this Lease to Tenant, or executing and delivering this Lease to Tenant and enforcing the same as a valid and binding lease agreement.

SECTION 21.16 Facade Easement. Tenant acknowledges that Landlord may grant a facade and/or open space easement with respect to the Premises to an organization qualified by the Internal Revenue Service to accept such an easement, such as the Trust for Architectural Easements, and that Tenant's use of the Premises shall in all respects be subject to the terms of any such easement and all rules and regulations relating thereto.

SECTION 21.17 Counterparts. This Lease shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. This Lease may be executed in one or more counterparts, each of which may be a so-called "pen" original, telecopy or electronic file portable data format (.PDF), each of which shall be deemed an original, and all of such counterparts shall together constitute one and the same instrument.

SECTION 21.18 Rule of Construction. This Lease shall not be construed against the party preparing it but shall be construed as if both parties jointly prepared the agreement, and any uncertainty and ambiguity shall not be interpreted against any one party. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this Lease.

SECTION 21.19 Safety and Security. Landlord shall have no obligation to provide any safety or security devices, services or programs for Tenant or the Premises and shall have no liability for failure to provide the same or for inadequacy of any measures provided. Tenant shall, at its sole cost and expense, provide all safety and security devices, services and/or programs (as Landlord in its sole discretion deems necessary) in and at the Premises at all times.

SECTION 21.20 Additional Representations. Tenant hereby represents that (i) it has the due authority to enter into this Lease, (ii) is duly organized under the state of its formation and is qualified to conduct business in the State of New York, and (iii) any and all conditions precedent to execution of this Lease by Tenant have been satisfied.

SECTION 21.21 Waiver of Declaratory Judgment Action. Tenant waives its right to bring a declaratory judgment action with respect to any provision of this Lease or with respect to any notice sent pursuant to the provisions of this Lease. Any breach of this paragraph

shall constitute a breach of substantial obligations of the tenancy, and shall be grounds for the immediate termination of this Lease. It is further agreed that in the event injunctive relief is sought by Tenant and such relief shall be denied, Landlord shall be entitled to recover the costs of opposing such an application, or action, including its attorney's fees actually incurred, it is the intention of the parties hereto that their disputes be adjudicated via summary proceedings.

ARTICLE XXII

Quiet Enjoyment

SECTION 22.1 Quiet Enjoyment. Tenant, upon keeping, observing and performing all of the covenants and agreements of this Lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease from and against anyone claiming by, through or under Landlord.

ARTICLE XXIII

Alterations

SECTION 23.1 Alterations.

(A) Tenant shall not before or during the Term make or suffer to be made any alterations, additions or improvements in or to the Premises (including, without limitation, Tenant's Work) (herein collectively called "Alterations") without first obtaining Landlord's written consent thereto based on detailed plans and specifications submitted by Tenant and prepared by an architect licensed and registered in the State of New York. Landlord's consent may be withheld in Landlord's sole and absolute discretion if Alterations will affect any structural elements or any Building systems or the façade of the Building or trigger the requirement for additional code compliance or similar work not included in the Alterations.

(B) (1) All repairs, replacements, and reconstruction (including, without limitation, all Alterations) made by or on behalf of Tenant or any of Tenant's agents shall be made and performed (i) at Tenant's cost and expense and at such time and in such manner as Landlord may designate, (ii) by contractors or mechanics approved by Landlord, (iii) in such manner so as to be at least equal in quality of materials and workmanship to the original work or installation, (iv) in accordance with such reasonable requirements as Landlord may impose with respect to insurance to be obtained by Tenant in connection with the proposed work, (v) in accordance with the rules and regulations adopted by Landlord from time to time, and in accordance with all applicable Laws or governmental authorities having jurisdiction over the Premises, (vi) so as not to interfere with the use and enjoyment of the Building by Landlord, other tenants of the Building or any other persons, and (vii) in compliance with such other reasonable requirements as Landlord may from time to time promulgate.

(2) In connection with its performance of Tenant's Work and any Alterations, Tenant covenants and agrees as follows:

(i) No Alteration shall at any time be made that shall impair the structural soundness or diminish the value of the Premises.

(ii) At the time Tenant requests Landlord's written consent to any Alteration, Tenant shall deliver to Landlord detailed plans and specifications therefor. Tenant shall pay to Landlord any fees or expenses incurred by Landlord including, without limitation, the cost of Landlord's in house architect and engineers in connection with Landlord's submitting such plans and specifications, if it so chooses, to an architect or engineer selected by Landlord for review or examination and/or for supervision during performance of Alterations. Landlord's approval of any plans or specifications does not relieve Tenant from the responsibility for the legal sufficiency and technical competency thereof.

(iii) Before commencement of any Alterations, Tenant, at its expense, shall obtain the necessary consents, authorizations and licenses from all federal, state and/or municipal authorities having jurisdiction over such work.

(iv) Before the commencement of any Alterations, Tenant at its own cost and expense, shall deliver to Landlord an architect's statement stating that the Alterations comply with the requirements of the Americans with Disabilities Act.

(v) All work done in connection with any change or alteration shall be diligently prosecuted to its completion, done in a good and workmanlike manner, free of mechanics liens, pursuant to the plans or drawings prepared by a licensed architect previously submitted to Landlord. Furthermore, all work done must be in compliance with the building and zoning laws, and with all other Laws, and Tenant shall procure and deliver to Landlord certificates of occupancy and all other certificates required by law.

(vi) Contractor Insurance. During the course of Tenant's Work and Alterations pursuant to Article XXIII, Tenant's contractor(s) shall provide and maintain in full force and effect during the Term of this Lease, all warranty periods and other periods as specified herein, insurance policies providing coverages as specified below, with limits of liability not less than those shown herein:

a. Commercial General Liability ("CGL") with a limit of not less than \$5,000,000 General Aggregate Limit; \$3,000,000 Products-Completed Operations Aggregate; \$3,000,000 Personal & Advertising Injury Limit and \$3,000,000 Each Occurrence Limit. The CGL insurance policy shall be endorsed to provide a separate general aggregate for this project.

b. Business automobile liability insurance including non-owned and hired car coverage as well as owned vehicles with a single limit of \$1,000,000.

c. Statutory Workers' Compensation, Disability Benefits and employer's liability insurance covering all contractor employees associated with this agreement, with employer's

liability as required by applicable law, but with limits of not less than \$500,000/\$500,000/\$500,000.

d. Property insurance on the contractor's property, including but not limited to tools and equipment not intended to be incorporated in the Work.

e. Professional Liability/Errors or Omissions Coverage is required for contractors providing professional services. This would include, but not limited to, architects, engineers and other any contractor providing design work. Limit required is \$1,000,000.

f. The contractor will provide an umbrella liability insurance policy which covers the same liabilities as the liability insurance policies required in subsections A, B, C & D above \$5,000,000 in excess of the contractor's liability insurance policies required in subsections A, B, C & D above.

g. The contractor will maintain such other insurance with such limits as Landlord may reasonably require, given the nature and/or the volume of the product or service that is required to be provided by the contractor under this agreement.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsements or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse or underground property damage.

Landlord, Landlord Parties, any managing agent and such other parties as Landlord may designate, shall be included as Additional Insured parties ("Additional Insured") under the CGL, using ISO Additional Insured Endorsement CG 20 10 or its equivalent. Such policy shall include coverage for said Additional Insured with respect to liability arising out of completed operations of contractor, and which coverage shall be maintained in effect for the benefit of Additional Insured for a period of two (2) years following final acceptance. Additional Insured shall also be included as Additional Insured under the commercial umbrella policy. It is agreed that Additional Insured coverage as required in this subparagraph shall apply as primary insurance. Contractor will be responsible for and hereby releases Additional Insured from all liability for loss or damage to all tools, equipment, structures, property of employees and other property, the capital cost of which is not included in the cost of the work. Contractor will maintain all risk insurance on such property in an amount equal to the full replacement value.

Contractor waives all rights against Additional Insured, Additional Insured's engineers, their respective affiliates, directors, officers, employees and agents from all liability for recovery of

damages to the extent these damages are covered by the property, the commercial general liability, business auto liability, workers' compensation and employers' liability, or commercial umbrella liability insurance maintained pursuant to this Lease.

All insurance policies required shall be issued by a licensed, reputable, and financially stable insurance company, rate A, VIII or better in A.M. Best Rating Guide. Landlord may reject insurance written by any insurer it deems in an unsatisfactory financial condition.

Use of any subcontractor by the contractor must be approved in writing by Landlord. The insurance requirements herein for contractor, shall also apply to subcontractors. Landlord, at its option and for its sole benefit, may purchase and maintain such other insurance as it may deem necessary for the project. The purchase and maintenance of any type of insurance by Landlord shall in no way be construed or deemed to limit, discharge, waive or release the contractor from any of its obligations under this agreement or to be a limitation on the nature or extent of said obligations.

The contractor shall not commence work and no payments will be made under this Lease until all insurance required hereunder has been obtained and approved by Landlord. Approval of the insurance by Landlord shall not relieve or decrease the liability of the contractor hereunder.

Certificate of Insurance:

Prior to commencing the work, contractor shall furnish Landlord with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall indicate "per project aggregate" as regards to the CGL coverage. All certificates shall provide 30 days' written notice to Additional Insured parties prior to the cancellation or material change of any insurance referred to therein (10 days for non-payment of premium). All certificates shall indicate "This insurance is primary" to Landlord's insurance coverage. Failure of Landlord to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Landlord to identify a deficiency from evidence that is provided shall not be construed as a waiver of contractor's obligation to maintain such insurance.

(vii) Tenant agrees to indemnify and save Landlord harmless from and against any and all bills for labor performed and equipment, fixtures and materials furnished to Tenant and applicable sales taxes thereon as required by New York law and from and against any and all liens, bills or claims therefor or against the Premises or the Building and from and against all losses, damages, costs, expenses, suits and claims whatsoever in connection with Alterations. The cost of Alterations shall be paid for in cash or its equivalent, so that the Premises and the Building shall at all times be free of liens for labor and materials supplied or claimed to have been supplied.

(viii) If the performance of Alterations shall materially interfere with the comfort and/or convenience of other tenants in the Building or shall cause damage to or otherwise interfere with the occupancy of adjacent buildings, Tenant shall upon Landlord's demand remedy or remove the condition or conditions complained of. Tenant further covenants and agrees to indemnify and save Landlord harmless from and against any and all claims, losses,

damages, costs, expenses, suits and demands whatsoever made or asserted against Landlord by reason of the foregoing.

(ix) After each Alteration has been completed, Tenant shall obtain and deliver to Landlord a "write-off" or a "letter of completion" or such other documentation satisfactory to Landlord from the applicable municipal authority evidencing that such Alteration is complete and in accordance with all legal requirements and shall thereafter obtain and deliver to Landlord a change in the Certificate of Occupancy or Certificate of Completion if required by reason of the Alteration. Nothing herein shall be deemed to limit Landlord's right, if permitted under applicable law, to file or post notices of non-responsibility in the appropriate filing office or in the or on the Premises.

(x) Tenant shall cause its contractors, subcontractors, materialmen and all others performing work, or providing goods, materials and/or services to Tenant or the Premises, to work and co-exist in harmony with others performing work in, or occupying portions of, the Building. Notwithstanding anything contained in this Lease to the contrary, if any contractors or tradespeople employed or utilized by Tenant, or any suppliers of services to Tenant, shall cause (or if their presence at the Building shall otherwise result) in any actual or threatened work stoppage, picketing, labor disruption or other dispute at the Building (whether or not Landlord's consent or approval was required for Tenant's use of such contractor, tradesperson and/or supplier), then, Tenant shall, upon notice from Landlord (which notice may be delivered to Tenant by hand at the Premises notwithstanding any provision contained in this Lease to the contrary), immediately cease use of such contractor, tradesperson or supplier, as the case may be, and otherwise immediately resolve the dispute or condition that gave rise to such actual or threatened work stoppage, picketing or labor disruption. If Tenant shall fail to so comply with the foregoing provisions of this Section immediately upon written notice from Landlord, then, such failure shall be deemed to be a material breach of Tenant's obligations under this Lease and Landlord shall have the right, in addition to any other rights and remedies that Landlord may be afforded at law or in equity, to terminate this Lease upon ten (10) days' written notice to Tenant, without regard to any grace periods contained in this Lease.

ARTICLE XXIV

Hazardous Substances and Waste

SECTION 24.1 Definitions. As used in this Lease, "Hazardous Substances or Waste" shall include, but not be limited to, dip tanks, welding stations, spray booths and those materials defined by Environmental Laws as such. "Environmental Laws" shall include, but not be limited to, each and every federal, state and local law, statute, code, ordinance, regulation, rule or other requirement of Governmental Authorities having jurisdiction over the Building (including, but not limited to, consent decrees and judicial or administrative orders), relating to the environment, including but not limited to, those applicable for the storage, treatment, disposal, handling and release of any Hazardous Substances or Waste, all as amended or modified from time to time, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601, et seq.), as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. §9601-9675, et seq.) and as further amended ("CERCLA"); the Resource Conservation and Recovery Act of 1976, as

amended (42 U.S.C. §6901, et seq.); the Clean Water Act, as amended (33 U.S.C. §1251, et seq.); the Clean Air Act, as amended (42 U.S.C. §7401, et seq.); the Federal Insecticide, Fungicide and Rodenticide Act, as amended (7 U.S.C. §136, et seq.); the Toxic Substance and Control Act of 1976, as amended (15 U.S.C. §2601, et seq.); and Emergency Planning and Community Right to Know Act of 1986, as may be amended from time to time (42 U.S.C. §11001 to 11050, et seq.), with regard to the storage of Hazardous Substances or Waste and petroleum products.

SECTION 24.2 Tenant's Representations. Tenant represents to Landlord that at all times, it shall: (i) comply with and take all action required by Environmental Laws and maintain and operate the Premises in accordance therewith; (ii) at its own cost and expense maintain in effect any permits, licenses or other governmental approvals, if any, required by Environmental Laws for Tenant's specific use of the Premises; and (iii) promptly make all disclosures to Landlord and/or Governmental Authorities that may be required by Environmental Laws.

SECTION 24.3 Notices. If at any time Tenant shall become aware, or have reasonable cause to believe, that any Hazardous Substances or Waste has come to be located in, on or about the Premises, Tenant shall immediately give written notice of that condition to Landlord. In addition, Tenant shall immediately notify Landlord in writing of: (i) any enforcement, cleanup, removal or any other action instituted or threatened by Governmental Authorities pursuant to Environmental Laws; (ii) any claim made or threatened by any person against Tenant or the Premises, relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from Hazardous Substances or Waste; and (iii) any reports made to any Governmental Authorities arising out of or in connection with the foregoing. Tenant shall also furnish Landlord with copies of all reports, complaints, notices, warnings and claims made or received.

SECTION 24.4 Indemnification. Tenant shall indemnify, defend by counsel reasonably acceptable to Landlord (for the purposes hereof, counsel selected by Tenant's insurer shall be deemed acceptable to Landlord), protect and hold harmless Landlord and each of Landlord's partners, directors, members, managers, owners of direct or indirect interest in Landlord, officers, employees, agents, successors and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, costs or expenses (including reasonable attorney's fees, consultants fees and experts fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by: (i) the presence in, on or about the Premises, or the discharge or release, in or from the Building or the Premises, of any Hazardous Substances or Waste to the extent that such presence, discharge or release is caused or created by Tenant or caused or created by Tenant's agents', employees', sublessees', licensees', contractors' or invitees' use, operation and/or activities in the Building or the Premises, including but not limited to discharge or release as a result of Tenant alterations thereof; or (ii) Tenant's failure to comply with Environmental Laws. For the purposes of this indemnity the acts or omissions of Tenant, its agents, employees, contractors, sublessees, licensees or invitees, whether or not they are negligent, intentional, willful or unlawful, shall be attributable to Tenant, and Tenant's obligations shall survive the expiration of the Lease Term.

SECTION 24.5 Landlord's Consent. Tenant acknowledges and agrees that it shall not be unreasonable for Landlord to withhold its consent to any proposed assignment, subletting or other transfer of Tenant's interest in this Lease nor shall Tenant have the right to assign, sublet or transfer this Lease or its interest therein, without Landlord's consent if: (i) the anticipated use, or method of use, of the Premises by the proposed assignee, sublessee or transferee (collectively "Transferee") involves the generation, storage, use, treatment or disposal of Hazardous Substances or Waste; (ii) the proposed Transferee has been required by a prior landlord or Governmental Authority to take remedial action in connection with Hazardous Substances or Waste; or (iii) the proposed Transferee is subject to an enforcement order issued by Governmental Authorities pursuant to Environmental Laws.

ARTICLE XXV

Signage and Access

SECTION 25.1 Landlord Consent to Signage. Tenant shall not exhibit, inscribe, paint or affix any sign, canopy, awning, banner, advertisement, notice or other lettering (collectively, "Sign Items") on any exterior portion of the Premises without the prior written consent of Landlord in each instance, which consent will not be unreasonably withheld, conditioned or delayed. A plan of all other Sign Items proposed to be exhibited, inscribed, painted or affixed on the exterior of the Premises shall be prepared by Tenant in conformity with the standards promulgated by the local community or business association (if any) and submitted to Landlord for Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall obtain all approvals for such Sign Items required by any applicable governmental agency, including without limitation the New York City Landmarks Preservation Commission and the New York Department of Buildings and any replacement or successor agencies, and all such Sign Items shall be tasteful, non-offensive and appropriate to a first-class building in the immediate vicinity of the Premises. Upon all such approvals, and upon the granting of Landlord's consent, Tenant may install such approved Sign Items at Tenant's sole expense, in accordance with the terms of this Lease all applicable legal requirements. Upon installation of any such other Sign Items, other Sign Items shall not be removed, changed or otherwise modified in any way without Landlord's prior written approval.

SECTION 25.2 Interior Displays and Signage. Tenant shall not place in the windows any sign, decoration, letter, advertising matter, or other thing of any kind, other than shades or blinds and neatly lettered professionally prepared signs and/or professionally prepared displays identifying Tenant and/or the services and products offered for sale; provided that any such signage, displays or decorations (i) are approved, if required, by any applicable governmental agency, including without limitation the New York City Landmarks Preservation Commission and the New York Department of Buildings and any replacement or successor agencies; and (ii) shall be tasteful, non-offensive and appropriate to a first-class commercial building in New York City. Notwithstanding anything to the contrary contained herein, nothing shall be attached or affixed to the interior of any window in the Premises without Landlord's consent, in its sole and absolute discretion.

SECTION 25.3 Façade Changes. Landlord does not demise any portion of the exterior of the Premises or the Building or grant any rights with respect thereto. Accordingly,

Tenant or anyone claiming by, through or under Tenant shall not alter the facade of the exterior of the Premises without Landlord's consent, which may be withheld in Landlord's sole and absolute discretion. Tenant shall not place or install or maintain on the exterior of the Premises any awning, canopy, banner, flag, pennant, aerial, antenna, advertisements or projections of whatsoever kind or nature without Landlord's consent, in its sole and absolute discretion.

SECTION 25.4 Violation of Requirements. Any signage, advertisement, notice or other lettering that shall be exhibited, inscribed, painted or affixed by or on behalf of Tenant in violation of the provisions of this Article XXV may be removed by Landlord and the cost and expenses of any such removal shall be paid by Tenant as Additional Rent.

SECTION 25.5 Removal of Sign. In the event Landlord or Landlord's representatives shall deem it necessary to remove any sign in order to paint or to make any other repairs, alterations or improvements in or upon the Premises or any part thereof, Landlord shall have the right to do so, provided (the same be removed and replaced at Landlord's expense, whenever the said repairs, alterations or improvements shall have been completed.

ARTICLE XXVI

Late Charges

SECTION 26.1 Late Charges.

(A) If Tenant shall fail to pay all or any part of any Rent after the same shall have become due and payable, Tenant shall pay as Additional Rent hereunder to Landlord a late charge of five (\$.05) cents for each dollar of the amount of such Rent that shall not have been paid to Landlord when due. In addition to the foregoing, if Tenant fails to pay any Rent after its due date, Tenant shall pay interest thereon from the date due until the date paid at an annual rate equal to eighteen (18%) percent, and such interest shall be deemed to be Additional Rent.

(B) In the event Tenant pays any rent or other charge with a check that is, for any reason, refused for payment by the bank on which it is drawn, Tenant shall pay Landlord a \$300 service charge.

(C) The late charge and service charge described above shall be (i) payable on demand and (ii) without prejudice to any of Landlord's rights and remedies hereunder, at law or in equity, for nonpayment or late payment of rent or other sums, but shall be in addition to any such rights and remedies. No failure by Landlord to insist upon the strict performance by Tenant of Tenant's obligations to pay late charges, interests and service charges as provided in this Article shall constitute a waiver by Landlord of its right to enforce the provisions of this Article XXVI in any such instance or in any instance thereafter occurring. The provisions of this Article XXVI shall not be construed in any way to extend the grace periods or notice period provided for in this Lease.

ARTICLE XXVII

Excavations

SECTION 27.1 Excavations. If an excavation shall be made upon land adjacent to the Premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the Premises for the purpose of doing such work as said person shall deem necessary to preserve the wall of the Building of which the Premises form a part from injury or damage and to support the same by proper foundations without any claim for damages or indemnity against Landlord, or diminution or abatement of rent.

ARTICLE XXVIII

Security Deposit

SECTION 28.1 Security Deposit. Tenant shall have deposited with Landlord, the sum of One Hundred Fifteen Thousand Five Hundred and 00/100 (\$115,500.00) Dollars (the "Security Deposit"), by Letter of Credit (as hereinafter defined) in the form as Landlord shall reasonably approve as security for the faithful performance, observance and compliance with all of the terms, covenants and conditions of this Lease on Tenant's part to perform, observe or comply with. Tenant agrees that, in the event that Tenant defaults beyond any notice and cure periods under any of the terms, covenants or conditions in this Lease on Tenant's part to observe, perform or comply with (including, without limitation, the payment of any installment of Fixed Rent or any amount of Additional Rent), Landlord may notify the Issuing Bank (as hereinafter defined) and thereupon receive all of the monies represented by the said Letter of Credit and use, apply, or retain the whole or any part of such proceeds, or both, as the case may be, to the extent required for the payment of any Fixed Rent, Additional Rent, or any other sums as to which Tenant is in default, or for any sum that Landlord may expend or may be required to expend by reason of any such default (including any damages or deficiency accrued before or after summary proceedings or other re-entry by Landlord). In the event that Landlord applies or retains any portion or all of such Letter of Credit, the amount not so used, applied or retained shall continue to be treated as Tenant's Security Deposit, and Tenant shall restore the amount so applied or retained within three (3) days after Landlord's demand therefor, so that, at all times, the amount held by Landlord shall be the full amount of the Security Deposit by delivering to Landlord a substitute Letter of Credit or an amendment to the Letter of Credit. The Security Deposit may not be applied, allocated or credited by Tenant for the payment of Rent with respect to which Tenant may be in default under this Lease. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, that portion, if any, of the Letter of Credit not used, applied or retained shall be returned to Tenant after the later of (x) Expiration Date (or such earlier date upon which the Lease may terminate) and (y) delivery of possession of the Premises to Landlord, in accordance with, and subject to, the applicable provisions of this Lease. Notwithstanding the foregoing, throughout the term of this Lease, the required Security Deposit amount shall not be less than three months of the then current Fixed Rent, and Tenant shall promptly increase the Security Deposit amount so as to comply with the foregoing.

SECTION 28.2 Letter of Credit Form. (A) The Letter of Credit (the "Letter of Credit") to be delivered as the Security Deposit under this Article shall be a clean, irrevocable and unconditional letter of credit issued by and drawn upon a commercial bank (hereinafter referred to as the "Issuing Bank") with offices for banking purposes and presentations of drafts under the Letter of Credit in the City of New York having assets of not less than One Billion Dollars (\$1,000,000,000.00), which Letter of Credit shall have a term of not less than one year, be automatically renewable, be in a form approved by Landlord, be for the account of Landlord and be in the amount of the Security Deposit. The Letter of Credit shall provide that:

(i) The Issuing Bank shall pay to Landlord an amount up to the face amount of the Letter of Credit upon presentation of the Letter of Credit and a sight draft in the amount to be drawn;

(ii) The Letter of Credit shall be deemed to be automatically renewed, without amendment, for consecutive periods of one (1) year each during the Term of this Lease, unless the Issuing Bank sends written notice (hereinafter called the "Non-Renewal Notice") to Landlord (with a copy to Landlord's counsel) by certified or registered mail, return receipt requested, not less than sixty (60) days prior to the then expiration date of the Letter of Credit (with an ultimate expiration no earlier than the later of (x) one hundred twenty (120) days after the Expiration Date of the Lease, or (y) the date that Tenant vacates the Premises), that it elects not to have such Letter of Credit renewed; and

(iii) The Letter of Credit shall be transferable by the beneficiary thereof, without charge, and any failure of Tenant, or any of its successors or assigns as permitted under this Lease, to pay the transfer charges shall not affect the beneficiary's ability to transfer the Letter of Credit; the Letter of Credit may be transferred as aforesaid from time to time, by the then beneficiary under the Letter of Credit; to effectuate a transfer under the Letter of Credit, the beneficiary must notify the Issuing Bank in writing signed by an authorized signatory of beneficiary, of the name and address of the transferee and of the effective date of the transfer and any other reasonable information required by the Issuing Bank; and upon the Issuing Bank's receipt of such writing, the Issuing Bank will issue an amendment to the Letter of Credit that changes the name and address of the beneficiary hereof and shall deliver the original of such amendment to the new beneficiary/transferee and a copy thereof to the prior beneficiary/transferor.

(B) In the event that the Issuing Bank sends a Non-Renewal Notice, Tenant shall have three (3) business days from the date of issuance thereof to provide Landlord with a substitute Letter of Credit which meets the requirements of this Article. In the event that Tenant fails within such period to provide Landlord with a substitute Letter of Credit, Landlord shall have the right, exercisable in accordance with this Article and without any notice to Tenant or the Guarantor, draw down on the Letter of Credit, which moneys shall be held by Landlord as a cash deposit subject to Landlord's right to use such cash funds, at Landlord's sole option, for purposes of having issued, on Tenant's behalf, a substitute Letter of Credit.

(C) Tenant shall pay, as additional rent hereunder, for all of Landlord's reasonable, out-of-pocket costs and expenses (including, without limitation, reasonable attorney

fees) incurred in connection with Landlord's review and/or negotiation of any Letter of Credit, amendment or replacement thereof submitted to Landlord pursuant to this Article.

SECTION 28.3 Transfer. In the event of a sale or transfer of the Premises or the then Landlord's interest therein or a leasing by the then Landlord of any of same, Landlord shall have the right, at no cost or expense to Landlord, to transfer or assign such Letter of Credit to the vendee, transferee or lessee, and Landlord shall notify Tenant, by certified mail, return receipt requested, of such sale, transfer or lease, together with the name and address of such vendee, transferee or lessee, and Landlord shall thereupon be released by Tenant from all liability for the return of such Letter of Credit. In such event, Tenant agrees to look solely to the new landlord for the return of said Letter of Credit. In connection with the foregoing, Tenant shall cooperate with Landlord and such vendee, transferee or lessee in connection with the transfer or assignment of such Security Deposit including, without limitation, executing and delivering, within ten (10) days after demand therefor, any and all instruments, certificates, agreements or other documents that Landlord, such vendee, transferee or lessee the Issuing Bank may reasonably require.

SECTION 28.4 No Assignment. Tenant covenants that it will not assign or encumber, or attempt to assign or encumber, the Security Deposit, and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment, or attempted encumbrance.

SECTION 28.5 Replacement. In the event that at any time during the Term of this Lease, the Issuing Bank files for protection under any chapter of the United States Bankruptcy Code or the bankruptcy code of the state or county of its formation or is seized by the appropriate regulatory authorities of the State of New York, the United States or the state or nation of its formation and as a result thereof is incapable of or unable to, or prohibited from honoring the then existing Letter of Credit (hereinafter referred to as the "Existing L/C") then, upon the happening of the foregoing, Landlord may send written notice to Tenant (hereinafter referred to as the "Replacement Notice") requiring Tenant within sixty (60) days to replace the Existing L/C with a new letter of credit (hereinafter referred to as the "Replacement L/C") from an Issuing Bank meeting the qualifications described in this Article. Upon receipt of a Replacement L/C meeting the qualifications of this Article, Landlord shall simultaneously return the Existing L/C to Tenant. In the event that a Replacement L/C meeting the qualifications of this Article is not received by Landlord within the time specified, the Existing L/C may be presented for payment by Landlord and the proceeds thereof shall be held by Landlord in accordance with this Article.

SECTION 28.6 Issuing Bank Credit Rating. In the event that the Issuing Bank's credit rating is reduced below P-2 (or equivalent) by Moody's Investors Service, Inc. or below A-2 (or equivalent) by Standard Poor's Corporation (the "Minimum Rating Requirement"), then Landlord shall have the right to require that Tenant obtain from a different issuer a Replacement L/C that complies in all respects with the requirements of this Article XXVIII, and Tenant's failure to obtain such a Replacement L/C within thirty (30) days following Landlord's written demand therefor (with no other notice or cure or grace period being applicable thereto, notwithstanding anything in this Lease to the contrary) shall entitle Landlord to immediately draw upon the then existing Letter of Credit in whole or in part, without notice to Tenant. In the event the issuer of any Letter of Credit held by Landlord is placed into receivership or

conservatorship by the Federal Deposit Insurance Corporation or any successor or similar entity, then, effective as of the date such receivership or conservatorship occurs, said Letter of Credit shall be deemed to not meet the requirements of this Article XXVIII, and, within fifteen (15) days thereof, Tenant shall replace such Letter of Credit with other collateral acceptable to Landlord in its sole and absolute discretion (and Tenant's failure to do so shall, notwithstanding anything in this Lease to the contrary, constitute an Event of Default hereunder for which there shall be no notice or grace or cure periods being applicable thereto other than the aforesaid thirty (30) day period). If at any time during the Term there is no Issuing Bank that satisfies the Minimum Rating Requirement from which Tenant is able to obtain, at a commercially reasonable cost, a Replacement L/C, then Landlord may draw down the full amount of the existing Letter of Credit (unless Tenant posts cash security equal to the amount of the Security Deposit within ten (10) days after written notice that Landlord intends to draw down on the existing Letter of Credit) and retain the proceeds thereof as substitute security, subject to the provisions of this Article XXVIII, provided that Landlord shall invest any amounts so drawn or otherwise posted by Tenant and not immediately thereafter applied to cure any default or to pay damages then due and payable in a mutual fund designated by Landlord that invests solely in U.S. Treasury bills. Following any such draw by Landlord, Tenant may, and at Landlord's option shall, obtain a Replacement L/C in the amount of the Security Deposit from a bank that satisfies the Minimum Rating Requirement and upon issuing of same to Landlord, Landlord shall return such funds drawn by Landlord, together with all interest accrued thereon in accordance with this Article XXVIII.

ARTICLE XXIX

Intentionally Omitted

ARTICLE XXX

Tax and Energy Incentive Program

SECTION 30.1 Tax and Energy Incentive Program. Should Landlord, in its sole discretion, elect to apply for any benefits under (i) The Industrial and Commercial Abatement Program of New York City (the "ICAP") and/or any other such incentive program, (collectively with the ICAP, the "Incentive Programs"):

(A) Tenant shall, in order to assist Landlord in obtaining any incentives, abatement, discounts, subsidies or refunds, (i) promptly execute and file any necessary documents associated therewith; (ii) cause its agents to execute such applicable documents; and (iii) follow all required procedures and time lines in the execution of such documents reasonably requested by Landlord.

(B) Notwithstanding anything contained herein to the contrary, Landlord shall not be required to apply for any such Incentive Programs and has made no representations to Tenant with respect to such Incentive Programs.

ARTICLE XXXI

Anti-Terrorism Requirements

SECTION 31.1 Anti-Terrorism Requirements. Tenant represents and warrants that (i) neither Tenant nor any person who owns any direct or indirect beneficial interest in Tenant or any of them, is listed on the list maintained by the United States Department of the Treasury, Office of Foreign Assets Control (commonly known as the OFAC List) or otherwise qualifies as a person with whom business by a United States citizen or resident is prohibited and (ii) neither Tenant nor any person who owns any direct or indirect beneficial interest in Tenant or any of them is in violation of any anti-money laundering or anti-terrorism statute, including, without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, U.S. Public Law 107-56 (commonly known as the USA PATRIOT Act), and the related regulations issued thereunder, including temporary regulations, all as amended from time to time.

ARTICLE XXXII

No Recordation

SECTION 32.1 No Recordation. This Lease shall not be recorded. The recordation of this Lease by Tenant shall constitute a default by Tenant under this Lease.

ARTICLE XXXIII

Guaranty

SECTION 33.1 Guaranty. Concurrently with the execution of this Lease by Tenant, and as a condition to the effectiveness hereof, Tenant has caused the Guaranty of Lease in the form annexed hereto as Exhibit D to be signed and delivered to Landlord by HF Group Holding Corporation ("Guarantor").

ARTICLE XXXIV

Confidentiality

SECTION 34.1 Confidentiality. Landlord covenants and agrees not to communicate the terms or any aspect of this Lease to any person or entity without the express written consent of Tenant; provided, however, that Landlord may, without consent, disclose the terms hereof (a) to its respective advisors, consultants, attorneys, accountants, and lenders (the "Transaction Parties") without the express written consent of Tenant, and (b) if disclosure is required by law or by regulatory or judicial process.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, Landlord and Tenant have set their hands, the day, month and year first above written.

LANDLORD:

825 BROADWAY REALTY, LLC

By: _____
Name: Jason Jacobi
Title: Member

By: _____
Name: _____
Title: _____

SAMAYABENELI RE LLC

By: _____
Name: _____
Title: _____

AS 2 EAST 30, LLC

By: _____
Name: _____
Title: _____

273 YOCO LLC

By: _____
Name: _____
Title: _____

UBA 2 EAST 30, LLC

By: _____
Name: Uri Ben Abraham
Title: Member

TENANT:

ANHEART INC.

By: Jianping An
Name: Jianping An
Title: C.E.O

IN WITNESS WHEREOF, Landlord and Tenant have set their hands, the day, month and year first above written.

LANDLORD:

825 BROADWAY REALTY, LLC

By: [Signature]
Name: Abraham Jacobi
Title: Member

By: [Signature]
Name: Abraham Jacobi
Title: Member

SAMAYABENELI RE LLC

By: _____
Name: _____
Title: _____

AS 2 EAST 30, LLC

By: _____
Name: _____
Title: _____

273 YOCO LLC

By: _____
Name: _____
Title: _____

UBA 2 EAST 30, LLC

By: [Signature]
Name: Abraham
Title: Member

TENANT:

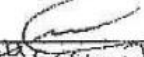
ANHEART INC.

By: [Signature] AN
Name: Jianping An
Title: C.E.O

IN WITNESS WHEREOF, Landlord and Tenant have set their hands, the day, month and year first above written.

LANDLORD:

825 BROADWAY REALTY, LLC

By: 
Name: Karen Jacobi
Title: Member

By: _____
Name:
Title:

SAMAYA BENDISRE LLC

By: 
Name: Samaya Bendisre
Title: Member

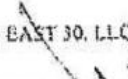
AS 2 EAST 30, LLC

By: _____
Name:
Title:

273 YOCO LLC

By: _____
Name:
Title:

GBA 2 EAST 30, LLC

By: 
Name: Mr. Ben Abraham
Title: Member

TENANT:

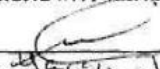
ANHEART INC.

By: 
Name: Jianping An
Title: C.E.O

IN WITNESS WHEREOF, Landlord and Tenant have set their hands, the day, month and year first above written.

LANDLORD

825 BROADWAY REALTY, LLC

By: 
Name: Garen Jacobi
Title: Member

By: _____
Name:
Title:

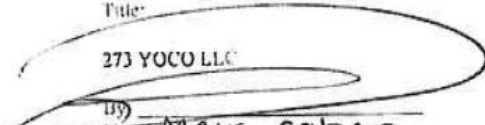
SAMAYABENEFIT RE LLC

By: _____
Name:
Title:

AS 2 EAST 30, LLC

By: _____
Name:
Title:

273 YOCO LLC

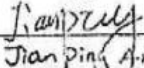
By: 
Name: Meir Cohen
Title: Authorized Signatory

UBA 2 EAST 30, LLC

By: _____
Name: Mr. Ben Abraham
Title: Member

TENANT:

ANHEART INC.

By:  AN
Name: Jianping An
Title: C. E. O

IN WITNESS WHEREOF, Landlord and Tenant have set their hands, the day, month and year first above written.

LANDLORD:

825 BROADWAY REALTY, LLC

By: _____
Name: Jason Jacobi
Title: Member

By: _____
Name: _____
Title: _____

SAMAYABENEJIRE LLC

By: _____
Name: _____
Title: _____

AS 2 EAST 30, LLC

By: _____
Name: ARIEL SCHWETK
Title: MEMBER

273 YOCO LLC

By: _____
Name: _____
Title: _____

UBA 2 EAST 30, LLC

By: _____
Name: Mr. Ben Abraham
Title: Member

TENANT:

ANHEART INC.

By: Jianping An
Name: Jianping An
Title: C.E.O

TENANT NOTARIZATION

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

On the 5th day of June in the year 2018, before me, the undersigned a Notary Public in and for said state, personally appeared Jianping An, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

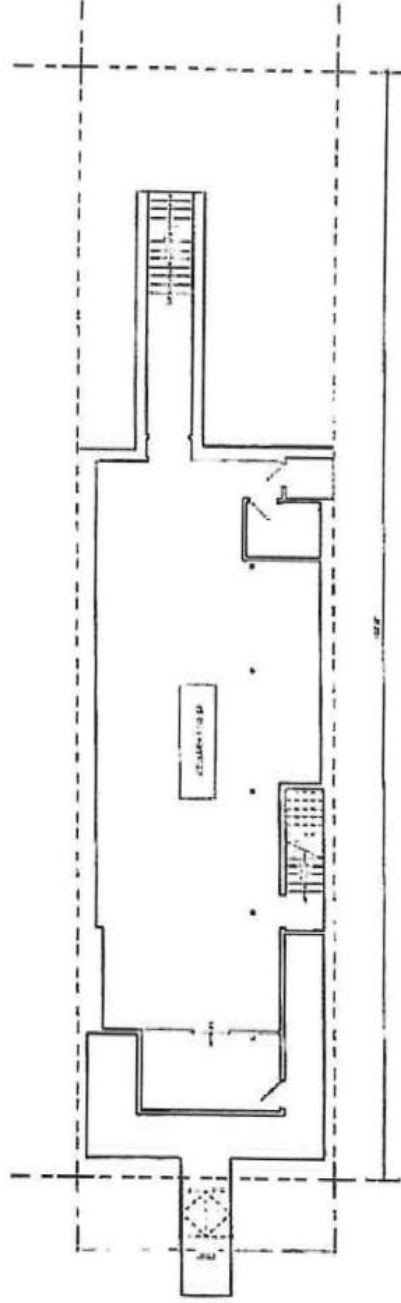
JING YE
Notary Public, State of New York
Registration #02YE6364824
Qualified In Nassau County
Commission Expires Sept. 25, 2021



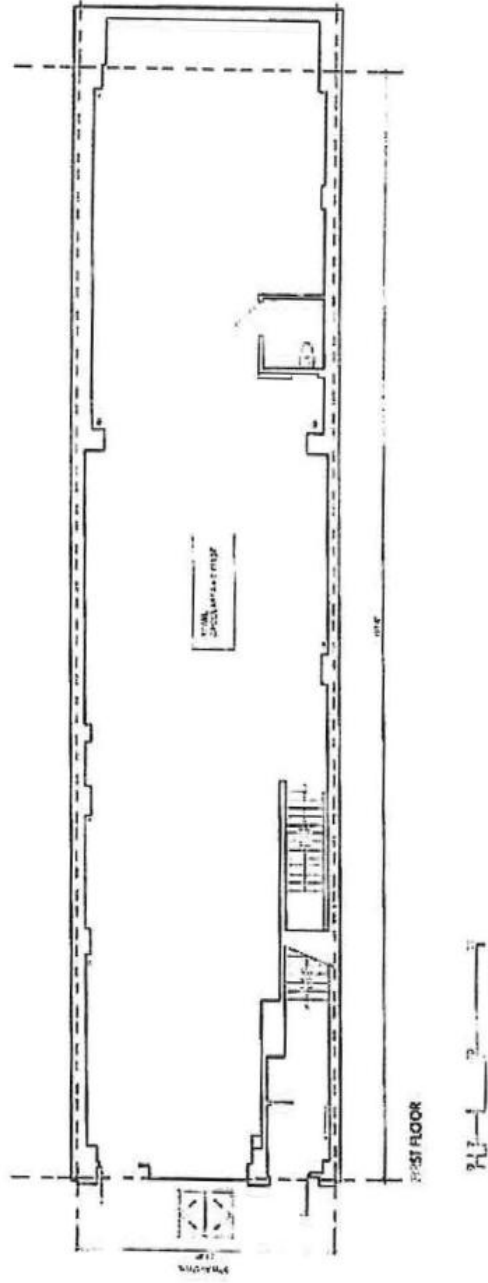
Notary Public

EXHIBIT A

Premises



CELAR
1:100



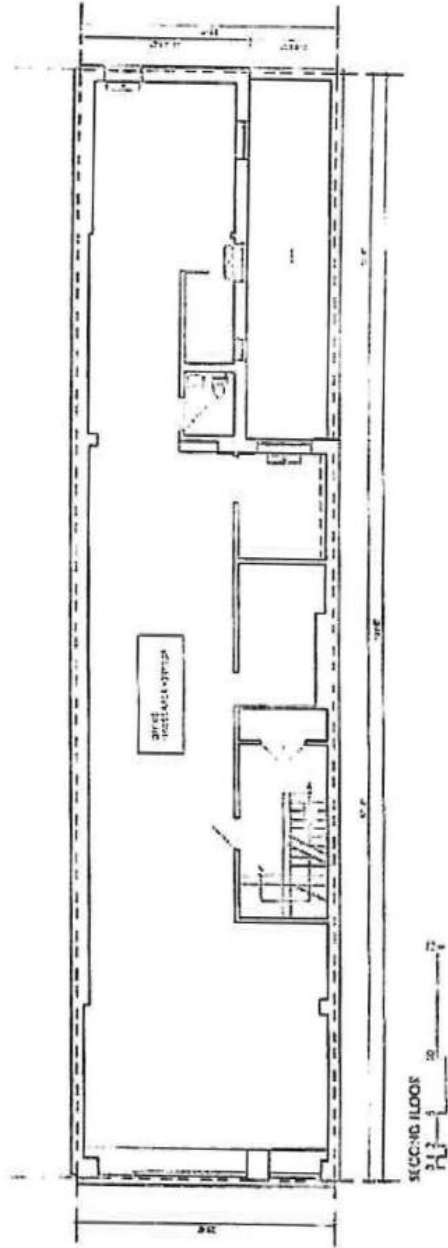


EXHIBIT B

Landlord's Work

At Landlord's sole expense, Landlord shall perform or cause the performance of the following work:

Preparation of the basement and ground floor portion of the Premises to a vanilla box condition, with demising walls with sheetrock filling, and providing adequate utilities stubbed in accordance with plans and specifications therefor submitted by Tenant to Landlord ("Tenant's Ground Floor Plans"), not later than forty-five (45) days from the date of this Lease (the "Outside Ground Floor Plan Submission Date"), for Landlord's approval; provided, however, that if Tenant's Ground Floor Plans shall not be submitted to Landlord by the Outside Ground Floor Plan Submission Date, the Rent Commencement Date shall be advanced by one (1) day for each day after the Outside Ground Floor Plan Submission Date until the date that Tenant's Ground Floor Plans are submitted to Landlord.

Installation of new floor, a kitchenette, and partitions in the second floor portion of the Premises in accordance with plans and specifications therefor submitted by Tenant to Landlord ("Tenant's Second Floor Plans"), not later than thirty (30) days from the date of this Lease (the "Outside Second Floor Plan Submission Date, for Landlord's approval; provided, however, that if Tenant's Second Floor Plans shall not be submitted to Landlord by the Outside Second Floor Plan Submission Date, the Rent Commencement Date shall be advanced by one (1) day for each day after the Outside Second Floor Plan Submission Date until the date that Tenant's Second Floor Plans are submitted to Landlord.

Installation of the new HVAC system for the first floor and second floor of the Premises.

Arrangement of asbestos inspection and ACP-5 filing.

Renovation of the façade and storefront of the Building similar to the next building at 277 5th Avenue, New York, NY.

Installation of sprinklers as required by applicable building codes if and only if such installation is required by such codes for the use of the Premises permitted by the current certificate of occupancy for the Building.

EXHIBIT C

Rules and Regulations

1. Compliance With Laws. Tenant agrees to observe and perform all insurance requirements and comply with all Laws pertaining to Tenant's business or Tenant's use of the Premises, including, among others, all requirements concerning health and safety standards and environmental protection, all requirements under the Americans With Disabilities Act, and the obtaining of all permits required by applicable law.
 2. No Discrimination. Tenant agrees, in the conduct of Tenant's business, not to discriminate against or segregate (or to permit anyone acting under the color of Tenant's authority to discriminate against or segregate) any person on account of sex, sexual orientation, age, race, color, creed, religion, marital status, ancestry or physical handicap. This covenant also governs Tenant's employment practices and selection of suppliers and contractors.
 3. Rights of Access. Landlord and Landlord's experts/consultants may enter the Premises at any time in case of an emergency and otherwise at reasonable times, in order to inspect the condition of the Premises, to verify Tenant's compliance with this Lease and applicable law and to effect required or necessary repairs. Any such entry will be at Landlord's expense unless it reveals a violation of applicable law or a condition that if not promptly remedied would result in a default under this Lease. As long as Landlord acts in good faith and with reasonable care, no such entry shall constitute an eviction or disturbance of Tenant's possession nor render Landlord liable to Tenant.
 4. Building Additional Reserved Rights. Landlord reserves the following additional rights: to change the character, use and quality standards of the Premises; to change the name or street address of the Premises; to require additional measures to control access to and from Premises; to rearrange, relocate, close or change corridors, elevators, stairs, lavatories, doors, lobbies, entrances or exits to the Premises; and at reasonable times, to exhibit the Premises to prospective lessees, purchasers or others.
 5. No Solicitation. Tenant acknowledges Landlord's legitimate interest in preventing solicitation from and around the Premises and in, from and around the Building. Tenant agrees not to solicit or permit customer solicitation, canvassing or peddling by any persons stationed in or near the entrance to the Premises, or otherwise in the immediate vicinity of the Building.
 6. Distress Sales. Tenant must not conduct or permit on the Premises any auction, fire, bankruptcy, going out of business or relocation sale, or any similar distress sale, whether or not otherwise permitted by applicable law.
 7. Access. Tenant must not obstruct or encumber any areas of the Building outside the Premises, nor use them for any purpose other than entering and leaving the Premises. If the Premises are accessible from a public sidewalk, Tenant is responsible for keeping the areas
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directly in front of the Premises clean and free from ice, snow, dirt, rubbish and other accumulation and in compliance with all laws.

8. Miscellaneous. Tenant must not cover or obstruct the sashes, sash doors, skylights, windows and doors that reflect or admit light into areas of the Premises, nor shall Tenant place or permit parcels, bottles or other articles on the window sills. Tenant must not throw anything out of the doors, windows or skylights of the Premises.

9. Plumbing Fixtures. Plumbing fixtures must be used only for their generally accepted purposes. Tenants are responsible for damages resulting from the acts, abuse or misuse of these fixtures by Tenant, its agents, contractors, employees, sublessees, licensees or invitees.

10. Defacing Prohibited. Tenant must not in any way deface any part of the Premises or the Building. Floor coverings of any kind may only be used in a manner, and with such adhesives, as Landlord first approves.

11. Vehicles; Animals. No bicycles, vehicles, animals, birds or fish shall be permitted in the Premises, except aids for the disabled.

12. Objectionable Odors. Tenant must not cause or permit any unusual or objectionable odors to be produced or to emanate from the Premises.

13. Disturbing Noises. Tenant must not make or permit any unseemly or disturbing noises or otherwise disturb or interfere with other tenants, guests and patrons of the Building. Tenant must not place or permit antennae of any kind, loud speakers, sound amplifiers, flashing lights or spotlights on the roof or inside or outside of the Premises.

14. Locking Mechanisms. Tenant must not place additional gates, locks or bolts of any kind upon any doors or windows outside Tenant's Premises, nor shall Tenant change existing locks or their mechanisms. Upon expiration of the Term, Tenant must return all keys to such areas either furnished to or otherwise procured by Tenant. If Tenant loses any key furnished to Tenant by Landlord, Tenant must replace it or promptly pay Landlord its cost. Upon termination of this Lease or Tenant's right to possession, Tenant must surrender to Landlord all keys and combinations used by Tenant in connection with the Premises and otherwise advise Landlord as to the operation of all locks, combination or otherwise, on safes, cabinets, doors and vaults in the Premises.

15. Freight. All movement of bulky materials or items to and from the Premises must take place during hours Landlord determines. Landlord reserves the right to inspect all freight to be brought into the Premises and to exclude from the Premises all freight that violates this Lease. Unless equipped with rubber tires and side guards, hand trucks are not to be used in the Premises. Tenant must not permit such use. Tenant must not take or permit supplies, merchandise, fixtures, equipment, appliances or trash to be taken in or out of the Premises except through proper service doors designated by Landlord. Tenant must also comply with Landlord's reasonable instructions concerning parking, loading and unloading in or around the Premises.

16. Prohibited Uses. Tenant must not use or permit the Premises to be used for possessing, storing, making, using, selling or giving away narcotics or controlled substances of any kind, as an employment bureau or for any illegal or immoral purpose. Tenant must not engage or pay any employees on the Premises except those actually working for Tenant on the Premises.

17. Use of Landlord's Employees. Tenant must not request Landlord's employees to perform any work for Tenant or to do anything outside of their regular duties without first obtaining Landlord's written consent. If Landlord makes its employees available to assist Tenant, Tenant must promptly pay Landlord for their employee's services at reasonable hourly rates.

18. Window and Door Coverings. Tenant may install awnings, shades, Venetian blinds or window or door coverings of any kind only with Landlord's prior written approval. If so installed, Tenant must maintain them in good and attractive condition, at Tenant's cost and risk.

19. Floor Overloading. Tenant must not overload any floor.

EXHIBIT D

GUARANTY

This Guaranty ("Guaranty") is made as of the 2nd day of July, 2018 by HF Group Holding Corporation, a North Carolina corporation ("Guarantor"), having an office at 6001 West Market Street, Greensboro, North Carolina 27409, in favor of 825 Broadway Realty, LLC, Samayabeneli RE LLC, S 2 East 30, LLC, 273 Yoco LLC, and UBA 2 East 30, LLC (collectively, "Landlord"), having an office c/o Premier Equities, 1151 Broadway, Suite 2S, New York, New York 10001, with respect to, in consideration of, and as inducement for, the leasing of certain premises (the "Premises") as described in the Lease (defined below) located in the building commonly known as 275 Fifth Avenue, New York, New York, by Landlord to Anheart Inc. (together with any assigns or successor thereto, "Tenant") pursuant to that certain lease (as such lease may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, the "Lease") dated as of even date herewith between Landlord and Tenant.

Guarantor represents and warrants to Landlord that Tenant is a wholly-owned subsidiary of Guarantor and Guarantor will derive material benefits from Landlord's decision to enter into the Lease with Tenant and acknowledges that Landlord would not have entered into the Lease with Tenant if Guarantor had not executed and delivered this Guaranty of Tenant's obligations under the Lease to Landlord concurrently with the execution and delivery of the Lease. Capitalized terms used but not defined in this Guaranty have the meanings given to them in the Lease.

1. Guarantor hereby represents and warrants to Landlord as follows:

(a) Guarantor is a corporation duly organized, validly existing and in good standing under the laws of New York. Guarantor has all requisite power, and has all governmental licenses, authorizations, consents and approvals necessary to own its assets and carry on its business substantially as now being or as proposed to be conducted and is qualified to do business and is in good standing in each location where such qualification is necessary to carry on its business.

(b) The making and performance by Guarantor of this Guaranty does not and will not result in a breach of, or require any consent under, the charter or by-laws of Guarantor or any applicable law or regulation, or any other order, writ, injunction or decree of any court or other governmental authority, or result in the creation or imposition of any lien upon any property of Guarantor. The execution, delivery and performance by Guarantor of this Guaranty do not and will not result in a breach of, or require any consent under, any agreement, document or instrument to which Guarantor is a party or by which Guarantor or its property is bound.

(c) Guarantor has all necessary corporate power to make and perform its obligations under this Guaranty; the making and performance by Guarantor of this Guaranty has been duly authorized by all necessary corporate action; and this Guaranty has been duly and validly executed and delivered by Guarantor and constitutes its legal, valid and binding

obligation, enforceable against Guarantor in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights and (ii) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(d) There are no conditions precedent to the effectiveness of this Guaranty that have not been either satisfied or waived.

2. Guarantor hereby unconditionally and irrevocably guarantees to Landlord, its successors and/or assigns (i) the full and prompt payment of all Rent, including sums that would be due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a), (ii) the full and prompt performance of all other obligations owed by Tenant pursuant to the Lease, (iii) the completion of Tenant's Work free of all liens, mortgages and encumbrances and (iv) all amounts, damages, costs and expenses arising from the holding over by Tenant (or any person or entity claiming by, through or under Tenant) in the Premises (or any portion thereof) (the payment of Rent and all other obligations referred to in clauses (i), (ii), (iii) and (iv) of this sentence are hereinafter referred to as the "Obligations"). If Tenant shall fail to pay or perform any Obligation as required pursuant to the terms of the Lease, then, irrespective of any defense or any right of set-off, credit or claim that Guarantor may have against Landlord, Guarantor shall forthwith upon demand by Landlord pay or perform such Obligation.

3. This Guaranty is absolute, unconditional and irrevocable. Notwithstanding (i) any agreement or stipulation between Landlord and Tenant or their successors or assigns extending the time of performance or modifying any of the terms, covenants or conditions contained in the Lease on the part of Tenant to be performed, (ii) any renewal or extension of the Lease pursuant to an option granted in the Lease, (iii) any waiver by or failure of Landlord to enforce any of the terms, covenants or conditions contained in the Lease or any of the terms, covenants or conditions contained in any modifications thereof, (iv) any assignment of the Lease or any subletting of all or any part of the Premises, (v) any holdover by Tenant beyond the term of the Lease, (vi) any consent, indulgence or other action, inaction or omission under or in respect of the Lease, or (vii) any bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship affecting Tenant or Landlord or their respective successors or assigns whether or not notice thereof is given to Guarantor, Guarantor shall continue to be liable under this Guaranty.

4. The liability of Guarantor under this Guaranty shall be an absolute, direct, immediate and unconditional guaranty of payment and performance and not of collectability, and shall not be conditional or contingent upon the genuineness, validity, regularity or enforceability of the Lease or other documents or instruments relating to the obligations hereby guaranteed or the pursuit by Landlord of any remedies Landlord may have.

5. Guarantor hereby waives (i) diligence, presentment, demand of payment and protest; (ii) all notices to Guarantor, Tenant or any other person (whether of nonpayment, termination, acceptance of this Guaranty, default under the Lease or any other matters relating to the Lease, the Premises or related matters, whether or not referred to herein, and including any

and all notices of the creation, renewal, extension, modification or accrual of any Obligations contained in the Lease) and (iii) all demands whatsoever. Guarantor agrees that its obligations hereunder shall not be affected by any circumstances which might otherwise constitute a legal or equitable discharge of a guarantor or surety. Notwithstanding the foregoing, Landlord shall be obligated to notify Guarantor of any default by Tenant under the Lease prior to making a claim against Guarantor hereunder with respect to the obligation or action of Tenant that is the basis for such default, which, notwithstanding the provisions of Section 7 below, notice may be transmitted to Guarantor by electronic mail sent to easternfreshnj@gmail.com.

6. No failure or delay on the part of Landlord in exercising any right, power or privilege under this Guaranty shall operate as a waiver of or otherwise affect any such right, power or privilege nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7. Subject to Section 5 above, any notice to or demand of Guarantor hereunder shall be delivered by hand or overnight courier service, mailed by certified or registered mail, to Guarantor at the address set forth above, or to such other address as Guarantor shall furnish in writing to Landlord. Any such notice or demand shall be deemed to have been given on the date of receipted delivery or refusal to accept delivery as provided herein or the date delivery is first attempted but cannot be made due to a change of address of which no notice was given.

8. This Guaranty may be enforced by Landlord without the necessity at any time of resorting to or exhausting any other security or collateral and without the necessity at any time of having recourse to the remedy provisions of the Lease or otherwise, and Guarantor hereby waives the right to require Landlord to proceed against Tenant, to exercise its rights and remedies under the Lease, or to pursue any other remedy or enforce any other right at law or in equity. Nothing herein contained shall prevent Landlord from suing on the Lease or from exercising any other rights available to it under the Lease, and the exercise of any of the aforesaid rights shall not constitute a legal or equitable discharge of Guarantor. Guarantor understands that the exercise by Landlord of certain rights and remedies contained in the Lease may affect or eliminate Guarantor's right of subrogation against Tenant and that Guarantor may therefore incur partially or totally nonreimbursable liability hereunder; nevertheless Guarantor hereby authorizes and empowers Landlord to exercise in its sole discretion, any rights and remedies, or any combination thereof, which may then be available, it being the purpose and intent of Guarantor that its obligations hereunder shall be absolute, independent and unconditional.

9. Whenever Guarantor shall make any payment to Landlord hereunder on account of any liability hereunder, Guarantor shall notify Landlord in writing that such payment is made under this Guaranty for such purpose. It is understood that Landlord, without impairing this Guaranty, may, subject to the terms of the Lease, apply payments from Tenant or from any reletting of the Premises upon a default by Tenant, to any due and unpaid Rent or other charges or to such other obligations owed by Tenant to Landlord pursuant to the Lease in such amounts and in such order as Landlord, in its sole and absolute discretion, determines, provided that any amount so paid and applied reduces the aggregate outstanding liabilities of Tenant under the Lease by such amount.

10. Until the Obligations shall have been indefeasibly paid in full, Guarantor shall withhold exercise of (a) any right of subrogation against Tenant, (b) any right of contribution Guarantor may have against any other guarantor of the Obligations, (c) any right to enforce any remedy which Landlord now has or may hereafter have against Tenant or (d) any benefit of, and any right to participate in, any security now or hereafter held by Landlord or the Lease. Guarantor further agrees that, to the extent the waiver of its rights of subrogation and contribution as set forth herein is found by a court of competent jurisdiction to be void or voidable for any reason, any rights of subrogation Guarantor may have against Tenant or against any collateral or security, and any rights of contribution Guarantor may have against any such other guarantor, shall be junior and subordinate to any rights Landlord may have against Tenant, to all right, title and interest Landlord may have in any such collateral or security, and to any rights Landlord may have against such other guarantor. Landlord may use, sell or dispose of any item of collateral or security as it sees fit without regard to any subrogation rights Guarantor may have, and upon any such disposition or sale any rights of subrogation Guarantor may have as the result of the payment or performance of Tenant's obligations under the Lease shall terminate. If any amount shall be paid to Guarantor on account of any such subrogation rights at any time when all Obligations shall not have been paid in full, such amount shall be held in trust for Landlord and shall forthwith be paid over to Landlord to be credited and applied against the Obligations, whether matured or unmatured, in accordance with the terms of the Lease or any applicable security agreement.

11. This Guaranty is a continuing guaranty and shall remain in effect until all of the Obligations shall have been indefeasibly paid in full in accordance with the terms of the Lease and Tenant shall have no further obligations under, pursuant to, or in connection with, the Lease.

12. This Guaranty shall continue in full force and be binding upon Guarantor, its successors and assigns.

13. This Guaranty shall inure to the benefit of Landlord and its successors and assigns and to any mortgagee or beneficiary under a deed of trust to which the Lease has been assigned and their respective successors and assigns.

14. Guarantor agrees that it will, at any time and from time to time, within five (5) days following written request by Landlord, execute, acknowledge and deliver to Landlord or to such persons as Landlord may direct, a statement certifying that this Guaranty is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating such modifications). Guarantor agrees that such certificates may be relied on by any person holding or proposing to acquire any direct or indirect interest in the Lease or making a loan to Landlord.

15. Guarantor shall pay all the reasonable attorneys' fees, charges and expenses and all other costs and expenses which are incurred by or on behalf of Landlord in the enforcement of this Guaranty whether or not a lawsuit or other proceeding is commenced. Fees based on the

rates customarily paid by Landlord to its counsel shall be deemed to be reasonable for purposes of this Guaranty.

16. All rights, duties, benefits, and privileges arising hereunder shall be construed according to the internal laws of the State of New York without reference to its conflicts of laws provisions.

17. Guarantor is not entitled to immunity from judicial proceedings and agrees that, should Landlord or any of its successors or assigns bring any suit, action or proceeding in the State of New York or any other jurisdiction to enforce any obligation or liability of Guarantor arising, directly or indirectly, out of or relating to this Guaranty, no immunity from such suit, action or proceeding will be claimed by or on behalf of Guarantor.

18. Every provision of this Guaranty is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Guaranty.

19. (a) Guarantor acknowledges and agrees that any interest on any portion of the Obligations which accrues after the commencement of any bankruptcy, reorganization or insolvency proceeding of or against Tenant (or, if interest on any portion of the Obligations ceases to accrue by operation of law by reason of the commencement of said proceeding, such interest as would have accrued on such portion of the Obligations if said proceedings had not been commenced) shall be included in the Obligations because it is the intention of Guarantor and Landlord that the Obligations which are guaranteed by Guarantor pursuant to this Guaranty shall be determined without regard to any rule of law or order which may relieve Tenant of any portion of such Obligations. Guarantor will permit any trustee in bankruptcy, receiver, debtor in possession, assignee for the benefit of creditors or similar person to pay Landlord, or allow the claim of Landlord in respect of, any such interest accruing after the date on which such proceeding is commenced.

(b) Guarantor's obligations under this Guaranty shall be unaffected by any discharge or release of Tenant, its successors or assigns, or any of their debts, in connection with any bankruptcy, reorganization, or other insolvency proceeding or assignment for the benefit of creditors, any rejection or disaffirmation of the Lease in any bankruptcy, reorganization or other insolvency proceeding or assignment for the benefit of creditors, or any reduction, modification, impairment or limitation of the liability of Tenant, its successors or assigns, or of Landlord's remedies under the Lease, in connection with any bankruptcy, reorganization or other insolvency proceeding or any assignment for the benefit of creditors.

(c) In the event that all or any portion of the Obligations are paid by Tenant, the obligations of Guarantor hereunder shall continue and remain in full force and effect or be reinstated, as the case may be, in the event that all or any part of such payment(s) are rescinded or recovered directly or indirectly from Landlord as a preference, fraudulent transfer or otherwise, and any such payments which are so rescinded or recovered shall constitute Obligations for all purposes under this Guaranty.

20. Guarantor acknowledges and agrees that all disputes arising, directly or indirectly, out of or relating to this Guaranty, and all actions to enforce this Guaranty, may be dealt with and adjudicated in the courts of the State of New York or the Federal courts sitting in the State of New York, as Landlord may elect; and hereby expressly and irrevocably submits to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to this Guaranty. So far as is permitted under applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action, other than service of process in a manner permitted by law or permitted herein, shall be necessary in order to confer jurisdiction upon Guarantor in any such court.

21. Provided that service of process is effected upon Guarantor in a manner permitted by law or as otherwise permitted herein, Guarantor irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise, (a) any objection which it may have or may hereafter have to the laying of the venue of any such suit, action or proceeding brought in such a court as is mentioned in the previous paragraph, (b) any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum, or (c) any claim that it is not personally subject to the jurisdiction of the above-named courts. Provided that service of process is effected upon Guarantor in a manner permitted by law or as otherwise permitted herein, Guarantor agrees that final judgment (a certified copy of which shall be conclusive evidence of the fact and amount of any indebtedness) from which it has not appealed or may not appeal or further appeal in any such suit, action or proceeding brought in such a court of competent jurisdiction shall be conclusive and binding upon it and may, so far as is permitted under the applicable law, be enforced in the courts of any state or any Federal court and in any other courts to the jurisdiction of which it is subject, by a suit upon such judgment and that it will not assert any defense, counterclaim or set off in any such suit upon such judgment.

22. Guarantor agrees to execute, deliver and file all such further instruments as may be necessary under the laws of the State of New York in order to make effective, the consent of Guarantor to the jurisdiction of the courts of the State of New York and the Federal courts sitting in the State of New York and the other provisions of this Guaranty.

23. Guarantor irrevocably consents to service of process in the manner provided for delivery of notices in this Guaranty. Nothing in this Guaranty will affect the right of Landlord to serve process in any other manner permitted by law. In addition, Guarantor irrevocably appoints Tenant or, if Tenant is more than one person, then any one of them, as its agent for purposes of receiving service of process in any action against Guarantor arising out of this Guaranty at Tenant's address set forth in the Lease for the giving of notices. Any such service shall be deemed to have been given on the date of receipted delivery, refusal to accept delivery or when delivery is first attempted but cannot be made due to a change of address for which no notice is given.

24. If Guarantor is more than one person, Guarantor's obligations are joint and several and are independent of Tenant's obligations. A separate action may be brought or prosecuted against any Guarantor whether the action is brought or prosecuted against any other


Guarantor or Tenant, or all, or whether any other Guarantor or Tenant, or all, are joined in the action.

25. Guarantor waives the benefit of any statute of limitations affecting Guarantor's liability under this Guaranty.

26. As a further inducement to landlord to enter into the lease and in consideration thereof, Guarantor hereby waives trial by jury and the right thereto in any action or proceeding of any kind or nature, arising on, under or by reason of or relating to, this Guaranty or any agreement collateral hereto.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first above written.

HF GROUP HOLDING CORPORATION

By: 
Name: Yuan Yuan Wu aka Andy Wu
Title: CEO

State of New York)
) ss.:
County of Queens)

On the 5th day of June in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared Yuan Yuan Wu, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

JING YE Notary Public, State of New York Registration #02YE6364824 Qualified In Nassau County Commission Expires Sept. 25, 20 <u>17</u>

Jing Ye
Notary Public

EXHIBIT E

Fixed Rent

Part I

For the ground floor and lower level of the Premises:

<u>Period</u>	<u>Annual Fixed Rent</u>	<u>Monthly Fixed Rent</u>
First Lease Year:	\$360,000.00	\$30,000.00
Second Lease Year:	\$360,000.00	\$30,000.00
Third Lease Year:	\$360,000.00	\$30,000.00
Fourth Lease Year:	\$400,000.00	\$33,333.33
Fifth Lease Year:	\$450,000.00	\$37,500.00
Sixth Lease Year:	\$480,000.00	\$40,000.00
Seventh Lease Year:	\$494,400.00	\$41,200.00
Eighth Lease Year:	\$509,232.00	\$42,436.00
Ninth Lease Year:	\$524,508.96	\$43,709.08
Tenth Lease Year:	\$540,244.23	\$45,020.35
Eleventh Lease Year:	\$556,451.56	\$46,370.96
Twelfth Lease Year:	\$573,145.10	\$47,762.09
Thirteenth Lease Year:	\$590,339.46	\$49,194.95
Fourteenth Lease Year:	\$608,049.64	\$50,670.80
Fifteenth Lease Year:	\$626,291.13	\$52,190.93

For the second floor portion of the Premises:

<u>Period</u>	<u>Annual Fixed Rent</u>	<u>Monthly Fixed Rent</u>
First Lease Year:	\$102,000.00	\$8,500.00
Second Lease Year:	\$104,040.00	\$8,670.00
Third Lease Year:	\$106,120.80	\$8,843.40
Fourth Lease Year:	\$108,243.22	\$9,020.27
Fifth Lease Year:	\$110,408.08	\$9,200.67
Sixth Lease Year:	\$112,616.24	\$9,384.69
Seventh Lease Year:	\$114,868.57	\$9,572.38
Eighth Lease Year:	\$117,165.94	\$9,763.83
Ninth Lease Year:	\$119,509.26	\$9,959.10
Tenth Lease Year:	\$121,899.24	\$10,158.29
Eleventh Lease Year:	\$124,337.43	\$10,361.45
Twelfth Lease Year:	\$126,824.18	\$10,568.68
Thirteenth Lease Year:	\$129,360.66	\$10,780.06
Fourteenth Lease Year:	\$131,947.88	\$10,995.66
Fifteenth Lease Year:	\$134,586.83	\$11,215.57

Part II

For the ground floor and lower level of the Premises:

<u>Period</u>	<u>Annual Fixed Rent</u>	<u>Monthly Fixed Rent</u>
Sixteenth Lease Year:	\$645,079.86	\$53,756.66
Seventeenth Lease Year:	\$664,432.26	\$55,369.36
Eighteenth Lease Year:	\$684,365.23	\$57,030.44
Nineteenth Lease Year:	\$704,896.19	\$58,741.35
Twentieth Lease Year:	\$726,043.08	\$60,503.59

For the second floor portion of the Premises:

<u>Period</u>	<u>Annual Fixed Rent</u>	<u>Monthly Fixed Rent</u>
Sixteenth Lease Year:	\$137,260.21	\$11,438.35
Seventeenth Lease Year:	\$140,005.41	\$11,667.20
Eighteenth Lease Year:	\$142,805.52	\$11,900.46
Nineteenth Lease Year:	\$145,661.63	\$12,138.47
Twentieth Lease Year:	\$148,574.86	\$12,381.24

Part III

For the ground floor and lower level of the Premises:

<u>Period</u>	<u>Annual Fixed Rent</u>	<u>Monthly Fixed Rent</u>
Twenty-First Lease Year:	\$747,824.32	\$62,318.69
Twenty-Second Lease Year:	\$770,259.05	\$64,188.25
Twenty-Third Lease Year:	\$793,366.82	\$66,113.90
Twenty-Fourth Lease Year:	\$817,167.83	\$68,097.32
Twenty-Fifth Lease Year:	\$841,682.87	\$70,140.24

For the second floor portion of the Premises:

<u>Period</u>	<u>Annual Fixed Rent</u>	<u>Monthly Fixed Rent</u>
Twenty-First Lease Year:	\$151,546.36	\$12,628.86
Twenty-Second Lease Year:	\$154,577.29	\$12,881.44
Twenty-Third Lease Year:	\$157,668.84	\$13,139.07

Twenty-Fourth Lease Year:	\$160,822.22	\$13,401.85
Twenty-Fifth Lease Year:	\$164,038.66	\$13,669.89

AMENDMENT TO LEASE

This Amendment to Lease (the "Amendment") dated as of the 21 day of January, 2021 by and between 825 Broadway Realty, LLC, Samayabeneli RE LLC, AS 2 East 30, LLC, 273 Yoco LLC, and UBA 2 East 30, LLC, as tenants in common, having an address c/o Premier Equities Management, LLC, 1151 Broadway, Suite 2S, New York, New York 10001 (collectively, "Landlord"), and Anheart Inc., having an address at 135-15 40th Road, Suite 402, Flushing, New York 11354 ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease ("Original Lease", dated as of July 2, 2018 covering a certain portion of the ground floor, lower level, and second floor of the Building located at 275 Fifth Avenue, New York, New York ("Premises"), all as more particularly described in the Original Lease, together with this Amendment, collectively, the "Lease";

WHEREAS, HF Group Holding Corporation, a North Carolina corporation ("Guarantor") guaranteed certain obligations of Tenant under the Lease pursuant to the terms of a certain Guaranty (the "Guaranty"), made as of July 2, 2018;

WHEREAS, due to the Covid-19 pandemic, the New York State government had issued a 'New York State on Pause' Executive Order ("Order") requiring non-essential businesses to close until the Order was lifted and/or amended;

WHEREAS, Landlord is agreeable to a temporary abatement of the payment of a certain portion of the Fixed Rent (as such term is defined in the Original Lease) for a certain period of time as provided in paragraph "4" below, subject to and upon the terms of this Amendment;

WHEREAS, Tenant is in arrears with regard to its payment of rent and additional rent due to Landlord and will pay the arrears simultaneously upon execution of this Amendment;

NOW THEREFORE, the parties agree as follows:

I. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Original Lease.

2. By executing this Amendment, Tenant represents and warrants to Landlord that Tenant has experienced substantial financial hardship due to the Order and has requested relief from Tenant's financial obligations under the Original Lease in connection therewith.

3. Notwithstanding the provisions of the Original Lease, the Fixed Rent set forth in Article 2.1(A) and Exhibit E of the Original Lease ("Fixed Rent") shall be abated by fifty (50%) percent for each of the monthly installments which were due commencing on April 1, 2020 and ending on June 30, 2020. The Fixed Rent payable for the months of July 2020 through and including December 2020, shall be abated by twenty (20%) percent.

4. (a) Landlord and Tenant agree that the Fixed Rent which is due and payable under Section 2.1(A) and Exhibit E of the Lease, only for the following limited months, shall be amended to the amounts as set forth below in this Paragraph "4":

- (i) For the months of April 2020 through and including June 2020, Fixed Rent and Additional Rent was paid by Tenant.
- (ii) For the months of July 2020 through and including December 2020, Fixed Rent shall be due and payable by Tenant to Landlord in the amount of \$30,936.00 per month on or prior to the first (1st day of each month, along with all Additional Rent due under the Lease.

(b) Upon execution of this Amendment, Tenant shall pay to Landlord's attorney the sum of \$ 2,937.50 for legal fees.

5. If at any time after the execution of this Amendment, Tenant shall default under the terms and conditions of the Lease, past any notice and cure period, then Tenant shall be obligated to pay to Landlord on demand the amount of all Fixed Rent that was abated hereunder.

6. Tenant represents and warrants to Landlord that it has not dealt with any broker in connection with this Amendment and that, to the best of its knowledge, no broker, finder or like agent negotiated this Amendment or is entitled to any fee or commission in connection herewith. Tenant shall indemnify, defend, protect and hold Landlord harmless from and against any and all losses, liabilities, damages, claims, judgments, fines, suits, demands, costs, interest and expenses of any kind or nature (including reasonable attorneys' fees and disbursements) incurred in connection with any claim, proceeding or judgment and the defense thereof which Landlord may incur by reason of any claim of or liability to any broker, finder or like agent arising out of any dealings claimed to have occurred between Tenant and the claimant in connection with this Amendment, or the above representation being false. The provisions of this Paragraph shall survive the expiration or earlier termination of the term of the Lease.

7. Tenant represents and warrants to Landlord that, as of the date hereof, (a) the Original Lease is in full force and effect and has not been modified, except pursuant to this Amendment;

(b) there are no defaults existing under the Lease; (c) there exist no valid abatements, causes of action, counterclaims, disputes, defenses, offsets, credits, deductions, or claims against the enforcement of any of the terms and conditions of the Lease; (d) this Amendment has been duly authorized, executed and delivered by Tenant and constitutes the legal, valid and binding obligation of Tenant; and (e) Landlord is not in default of any of its obligations or covenants under the Lease.

8. Except as set forth herein, nothing contained in this Amendment shall be deemed to amend or modify in any respect the terms of the Original Lease and such terms shall remain in full force and effect as modified hereby. If there is any inconsistency between the terms of this Amendment and the terms of the Original Lease, the terms of this Amendment shall be

controlling and prevail. This Amendment contains the entire agreement of the parties hereto with respect to its subject matter and all prior negotiations, discussions, representations, agreements and understandings heretofore had among the parties with respect thereto are merged herein.

9. This Amendment may be executed in duplicate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. This Amendment may be executed and delivered by facsimile or scan and a facsimile or scanned signature page shall be deemed to be an original for all purposes hereof.

10. This Amendment shall not be binding upon Landlord or Tenant unless and until Landlord shall have delivered a fully executed counterpart of this Amendment to Tenant.

11. This Amendment shall be binding upon and inure to the benefit of Landlord and Tenant and their successors and permitted assigns.

12. This Amendment shall be governed by the laws of the State of New York without giving effect to conflict of laws principles thereof.

13. Any captions, headings, and titles in this Amendment are solely for convenience of reference and shall not affect its interpretation.

[Balance of Page Intentionally Left Blank. Signature Page to Follow.]

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

LANDLORD:

825 BROADWAY REALTY, LLC

By: /s/ Yaron Jacobi
Name: Yaron Jacobi
Title: Member

By: /s/ Abraham Jacobi
Name: Abraham Jacobi
Title: Member

SAMAYABENELI RE LLC

By: /s/ Cary Pollack
Name: Cary Pollack
Title: Member

AS 2 EAST 30, LLC

By: /s/ Ariel Schuster
Name: Ariel Schuster
Title: Member

273 YOCO LLC

By: /s/ Meir Cohen
Name: Meir Cohen
Title: Authorized Signatory

UBA 2 EAST 30, LLC

By: /s/ Uzi Ben Abraham
Name: Uzi Ben Abraham
Title: Member

TENANT:

ANHEART INC.

By: /s/ Jianping An

Name: Jianping An

Title: General Manager

CONSENT AND RATIFICATION OF GUARANTY:

Guarantor hereby consents to the foregoing Amendment to Lease, ratifies, reaffirms and confirms its obligations and responsibilities under the Guaranties and expressly covenants, acknowledges and agrees that the Guaranties are in full force and effect and further acknowledges and agrees that all references to the "Lease" in the Guaranties shall be deemed to include the Original Lease and this Amendment to Lease.

GUARANTOR:

HF GROUP HOLDING CORPORATION

By: /s/ Victor Lee

Name: Victor Lee

Title: CFO

825 Broadway Realty, LLC, Samayabene RE LLC, AS 2 East 30, LLC, 273 Yoco LLC, and UBA 2 East 30, LLC
c/o Premier Equities Management, LLC 1151 Broadway, Suite 2S New York, New York 10001

April 5, 2024

Anheart Inc.
135-15 40th Road, Suite 402 Flushing, New York 11354

273 Fifth Avenue, L.L.C. 135-15 40th Road, Suite 402 Flushing, New York 11354

RE: CONSENT TO ASSIGNMENT OF LEASE

"Building": 275 Fifth Avenue, New York, New York

"Premises": A certain portion of the ground floor, lower level, and second floor of the Building, all as more fully described in the Lease (defined below)

"Landlord": 825 Broadway Realty, LLC, Samayabene RE LLC, AS 2 East 30, LLC, 273 Yoco LLC, and UBA 2 East 30, LLC, collectively

"Assignor": Anheart Inc., a New York corporation

"Assignee": 273 Fifth Avenue, L.L.C., a Delaware limited liability company, one hundred percent of all the membership interest of which is owned by HF Group Holding Corporation, a Delaware Corporation.

"Lease": Lease ("Original Lease") dated as of July 2, 2018 between Landlord, as landlord, and Assignor, as tenant, which Original Lease was amended by that certain Amendment to Lease dated as of January 21, 2021 (the Original Lease as amended, the "Lease")

"Assignment": Assignment and Assumption of Lease Agreement dated as of August 16, 2022 between Assignor and Assignee, a copy of which is annexed hereto as Exhibit A

Ladies/Gentlemen:

You have requested our consent to the assignment of the Lease pursuant to the Assignment. Such consent is hereby granted on the terms and conditions, and in reliance upon the representations and warranties, set forth in this letter (this "Agreement").

1. Assignor represents and warrants to Landlord that (a) the Lease is in full force and effect; (b) the Lease has not been assigned, encumbered, modified, extended or supplemented (except pursuant to the Assignment); (c) Assignor knows of no defense or counterclaim to the enforcement of the Lease; (d) Assignor is not entitled to any reduction, offset or abatement of the rent payable under the Lease; (e) Assignor is not in default of any of its obligations or covenants, and has not breached any of its representations or warranties, under the Lease; and (f) Landlord is not in default of any of its obligations or covenants under the Lease. Assignee accepts the assignment of the Lease and assumes and agrees to fully perform all of the terms, covenants, conditions and obligations of the Lease to be performed by the tenant under the Lease first accruing from and after the date set forth in the Assignment.

2. Assignor and Assignee each represents and warrants to Landlord that (a) a true and complete copy of the Assignment is attached hereto as Exhibit A and (b) the Assignment constitutes the complete and sole agreement between Assignor and Assignee with respect to the subject matter thereof. Assignee represents and warrants to Landlord that Assignee is a Delaware limited liability company and that one hundred percent of all the membership interest of Assignee is owned by HF Group Holding Corporation, a Delaware Corporation.

3. Landlord's obligations under the Lease are governed only by the Lease and this Agreement. Landlord shall not be bound or estopped by any provision of the Assignment, including any provision purporting to impose any obligations upon Landlord. Nothing contained herein shall be construed as a consent to, approval of, or ratification by Landlord of, any of the particular provisions of the Assignment or any plan or drawing referred to or contained therein. Landlord has not reviewed or approved any provision of the Assignment.

4. If Assignor or Assignee violates any of the terms of this Agreement, or if any representation by Assignor or Assignee in this Agreement is untrue in any material respect, or if Assignee takes any action which would constitute a default under the Lease, then Landlord may declare the Lease to be in default and avail itself of all remedies provided at law or equity or in the Lease with respect to defaults.

5. The parties hereto expressly acknowledge and agree that Assignee is also the tenant under that certain lease agreement (the "273 Lease") dated as of July 2, 2018 entered into between Landlord's affiliate, Premier 273 Fifth, LLC, as landlord and Assignee, as tenant, with respect to certain parcel of land (as fully described in the 273 Lease) located at and known as 273 Fifth Avenue, New York, New York. Notwithstanding anything to the contrary contained in the 273 Lease or elsewhere, as a material inducement for Landlord to enter into this Agreement, Assignee warrants, covenants and represents that it will construct and complete, in accordance with the terms and conditions of the 273 Lease, the Initial Development (as such term is defined in the 273 Lease) on or before July 21, 2025.

6. Except as specifically set forth herein, nothing herein contained shall be construed to modify, waive, impair or affect any of the covenants, agreements, terms, provisions or conditions of the Lease, or to waive any breach thereof, or any rights of Landlord against any person, firm, association or corporation liable or responsible for the performance thereof, or to enlarge or increase Landlord's obligations under the Lease. All covenants, agreements, terms, provisions and conditions of the Lease are being hereby mutually declared to be in full force and effect.

7. Each of Assignor and Assignee warrant and represent to Landlord that no broker, finder or agent was involved in connection with the assignment of the Lease or this Agreement. Assignor and Assignee, jointly and severally, indemnify Landlord against, and hold it harmless from, all costs, damages and expenses, including attorneys' fees and disbursements, arising out of any claims for brokerage commissions, finders fees or other compensation in connection with the Assignment or procuring possession of the Premises or for any real estate transfer taxes which may be due with respect to the Assignment. Assignor and Assignee, at their sole expense, may defend any such claim with counsel reasonably acceptable to Landlord and settle any such claim at their expense, but only Landlord may approve the text of any stipulation, settlement agreement, consent order, judgment or decree entered into on its behalf. The provisions of this paragraph shall survive the expiration or sooner termination of the Lease.

8. Assignor and Assignee, jointly and severally, indemnify Landlord against, and hold it harmless from any and all losses, costs, expenses, claims and liabilities, including, but not limited to, reasonable counsel fees, arising from the use, occupancy, conduct or management of the Premises by Assignee, or its agents, employees, contractors, representatives, invitees or visitors, or Assignee's business activities therein. If any proceeding is brought against Landlord by reason of any such claim, Assignor and Assignee, jointly and severally, shall be responsible for Landlord's costs and expenses (including, without limitation, attorneys' fees and expenses) incurred in connection therewith. If any action or proceeding is brought against Landlord by reason of any such claims, Assignor and/or Assignee, upon written notice from Landlord, shall, at Assignor's and/or Assignee's sole cost and expense, as the case may be, resist or defend such action or proceeding using counsel reasonably approved by Landlord, but may not settle any such claim without Landlord's prior written approval. The provisions of this paragraph shall survive the expiration or earlier termination of the term of the Lease. The indemnity and any right granted to Landlord pursuant to this paragraph shall be in addition to, and not in limitation of, Landlord's rights under the Lease.

9. Landlord's consent to the Assignment does not include consent to any further assignment of the Lease or any subletting of any portion of the Premises, each of which requires Landlord's prior written consent. If Assignee desires Landlord's consent to any such other action it must specifically and separately request such consent.

10. (a) Neither the execution and delivery of this Agreement or the Assignment, nor any acceptance of rent or other consideration from Assignee by Landlord or an agent of Landlord, shall operate to waive, modify, impair, release or in any manner affect Assignor's liability or obligations and (b) Assignor shall remain jointly and severally liable and responsible with Assignee for the due keeping, performance and observation of all covenants, agreements,

terms, provisions and conditions set forth in the Lease (regardless of whether arising prior to or after the Assignment) on the part of the tenant to be kept, performed and observed and for the payment of the fixed rent, additional rent and all other sums heretofore, now and/or hereafter becoming payable thereunder, notwithstanding any future amendment to or modification of the Lease.

11. If there shall be any conflict or inconsistency between the terms, covenants and conditions of this Agreement or the Lease and the terms of the Assignment, then the terms, covenants and conditions of this Agreement or the Lease shall prevail. If there shall be any conflict or inconsistency between this Agreement and the Lease such conflict or inconsistency shall be determined for the benefit of, and by, Landlord.

12. The Lease and this Agreement constitute the entire agreement of the parties with respect to Landlord's consent to the Assignment. This Agreement may not be changed except in writing signed by the party to be charged.

13. Landlord's rights and remedies under this Agreement shall be in addition to every other right or remedy available to it under the Lease, at law, in equity or otherwise and Landlord shall be able to assert its rights and remedies at the same time as, before, or after its assertion of any other right or remedy to which it is entitled without in any way diminishing such other rights or remedies. The invalidity or unenforceability of any provision of this Agreement shall not impair the validity and enforceability of any other provision of this Agreement.

14. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns, except that it shall not inure to the benefit of any successor or assign of Assignor or Assignee whose status was acquired in violation of the Lease or this Agreement.

15. Each of Assignor and Assignee represents that it is duly authorized to execute and deliver this Agreement on behalf of such party and that it has full power and authority to enter into this Agreement.

16. Neither Landlord's consent to the Assignment nor any provision of this Agreement shall have any effect upon or release HF Group Holding Corporation ("Guarantor"), from any its covenants, obligations or liabilities under that certain (i) Guaranty dated as of July 2, 2018 and (ii) Guaranty of Completion and Lien-Free Performance dated as of July 2, 2018 (collectively, "Guaranties"), both executed in connection with the Original Lease. By executing this Agreement, Guarantor, joins herein to evidence its consent to this Agreement. Guarantor, on behalf of itself, its administrators, successors and assigns, expressly ratifies and reaffirms its responsibilities, liabilities and obligations under the Guaranties, and ratifies, reaffirms and confirms that the Guaranties are in full force and effect.

17. Assignor agrees to pay, upon demand, Landlord's reasonable out-of-pocket fees and disbursements incurred in connection with and related to the preparation and execution of this Agreement.

18. This Agreement will be construed and governed by New York law. This Agreement may be executed in two or more counterparts, which when taken together shall constitute one and the same instrument. To facilitate execution of this Agreement, the parties may exchange counterparts of the same by facsimile or electronic mail (e-mail) (which shall include, but not be limited to, electronic attachments in 'pdf' format containing counterparts of the signature page to this Agreement), which shall be effective as original signature pages for all purposes.

19. Each of the parties hereto hereby irrevocably and unconditionally waives its right to a jury trial in any cause of action arising out of, or relating to, this Agreement.

[Remainder of page intentionally left blank. Signature pages immediately follows.]

Please acknowledge your agreement to the terms and conditions of this Agreement by signing the copy of this Agreement enclosed herewith and returning it to the Landlord. You may consider Landlord's consent to be effective upon your receipt of a fully executed copy of this Agreement.

Very truly yours,

825 BROADWAY REALTY, LLC

By: /s/ Yaron Jacobi

Name: Yaron Jacobi

Title: Member

SAMAYABENELI RE LLC

By: /s/ Cary Pollack

Name: Cary Pollack

Title: Member

AS 2 EAST 30, LLC

By: /s/ Ariel Schuster

Name: Ariel Schuster

Title: Member

273 YOCO LLC

By: /s/ Meir Cohen

Name: Meir Cohen

Title: Authorized Signatory

UBA 2 EAST 30, LLC

By: /s/ Uzi Ben Abraham

Name: Uzi Ben Abraham

Title: Member

Agreed to and accepted:

Anheart Inc., Assignor

By: /s/ Jianping An

Name: Jianping An

Title: General Manager

273 Fifth Avenue, L.L.C., Assignee

By: /s/ Christine Chang

Name: Christine Chang

Title: GC and CCO

HF Group Holding Corporation, Guarantor

By: /s/ Christine Chang

Name: Christine Chang

Title: GC and CCO

EXHIBIT A

Assignment and Assumption of Lease Agreement

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT ("Agreement") is made and entered into this 16 day of August, 2022, by and between **Anheart, Inc.**, a New York corporation ("Assignor") and **273 Fifth Avenue, L.L.C.**, a Delaware limited liability company ("273 Fifth")("Assignee").

RECITALS

WHEREAS, Assignor, as Tenant, and 825 Broadway Realty,LLC, Samayabeneli RE LLC, S 2 East 30, LLC, 273 Yoco LLC, and UBA 2 East 30, LLC., each a New York limited liability company, as tenants in common (as "Landlord") entered into that certain Lease ("Original Lease", together with that certain Amendment to Lease, executed as of January 21, 2021, the "Lease"), dated as of July 2, 2018 covering that certain parcel of land located at and known as 275 Fifth Avenue, New York, New York, all as more particularly described in the Original Lease ("Premises"); and,

WHEREAS, Landlord has provided its written consent by its endorsement of this Assignment of said Lease by Assignor to Assignee; and,

WHEREAS, Assignor desires to assign all of its right, title and interest in the Lease to Assignee and Assignee desires to assume Assignor's obligations under the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. In consummation of Assignor's obligations pursuant to Section 5.2 of the Covenant, Collateral Assignment and Security Agreement made by Assignor in favor of HF Group Holding Corp., dated as of February 23, 2019 (the "Covenant"), and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all of its right, title and interest in and to the Lease including any and all prepaids and other rights or entitlements of Assignor under the Lease, subject to all of the terms, covenants, conditions and provisions of the Lease.

2. Assumption. From and after the date hereof, Assignee hereby assumes, covenants and agrees to keep and perform each and every obligation of Assignor under the Lease. Assignee agrees to be bound by each and every provision of the Lease as if it had executed the same, including but not limited to all obligations of Assignor relating to third-party claims as provided in Sections 8 and 9 of the Lease.

3. Assignor's Representations and Warranties. Assignor represents and warrants to Assignee that:

- (a) the Lease is in full force and effect, unmodified except as provided in the Lease Amendment and this Agreement;
- (b) Assignor's interest in the Lease is free and clear of any liens, encumbrances or adverse interests of third parties;

(c) Assignor possesses the requisite legal authority to assign its interest in the Lease as provided herein.

(d) This Agreement has no effect upon any claims, rights, demands or causes of action held by Assignee, Landlord, or their respective owners, affiliates or assigns, and all such claims shall survive the execution of this Agreement..

4. Indemnification. Assignor agrees to indemnify, defend and hold harmless Assignee from any and all claims, demands and debts due under the Lease prior to the Effective Date and Assignee agree to indemnify, defend and hold harmless Assignor from any and all claims, demands and debts which may become due under the Lease on or after the Effective Date

5. Expenses. The parties hereto will bear their separate expenses in connection with this Agreement and its performance.

6. Entire Agreement. This Agreement embodies the entire understanding of the parties hereto and there are no other agreements or understandings written or oral in effect between the parties relating to the subject matter hereof unless expressly referred to by reference herein. This Agreement may be amended or modified only by an instrument of equal formality signed by the parties or their duly authorized agents.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York and each of the parties hereto submits to the non-exclusive jurisdiction of the courts of the State of New York in connection with any disputes arising out of this Agreement.

8. Successors and Assigns. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

9. Attorneys' Fees. In the event of a dispute arising under this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be deemed the same as originals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written, and Landlord has expressed its consent by its endorsement as set forth on this Agreement.

ASSIGNOR:

Anheart, Inc.

By: /s/ Jianping An
Jianping An, Its President

ASSIGNEE:

273 Fifth Avenue, L.L.C.

By: /s/ Felix Lin
Felix Lin, Its Manager

**LANDLORD CONSENTS TO
THE FOREGOING ASSIGNMENT OF LEASE:**

825 BROADWAY REALTY, LLC

By: /s/ Yaron Jacobi
Name: Yaron Jacobi
Title: Member

UBA 2 EAST 30, LLC

By: /s/ Uzi Ben Abraham
Name: Uzi Ben Abraham
Title: Member

SAMAYABENELI RE LLC

By: /s/ Cary Pollack
Name: Cary Pollack
Title: Member

AS 2 EAST 30, LLC

By: /s/ Ariel Schuster
Name: Ariel Schuster
Title: Member

273 YOCO LLC

By: /s/ Meir Cohen
Name: Meir Cohen
Title: Authorized Signatory