

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

1060 BEDFORD RETAIL LLC,

*Plaintiff,*

*-against-*

MI CASITA INC. and,  
EVA RUIZ,

*Defendants.*

Index No.:

Date Purchased:

**SUMMONS**

Venue: Plaintiff designates KINGS COUNTY as the place of trial. The basis of venue is the location of real property that is the subject of this action.

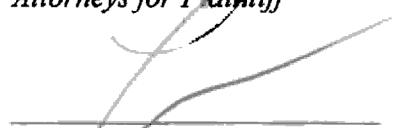
**To the Above-Named Defendant:**

**YOU ARE HEREBY SUMMONED** to appear in the New York Supreme Court, at the Office of the said Clerk of the said Court at 360 Adams Street, Brooklyn, NY 11201, in the State of New York, to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this Summons, to serve a notice of appearance, on the Plaintiff's attorney(s) within twenty (20) days after the service of this summons, exclusive of the day of service (or within (30) days after the service is complete if this summons is not personally delivered to you within the State of New York).

**YOU ARE HEREBY NOTIFIED THAT** should you fail to appear or answer, judgment will be entered against you by default for the relief demanded in this complaint.

Dated: New York, New York  
February 17, 2021

KUCKER MARINO  
WINIARSKY & BITTENS LLP  
*Attorneys for Plaintiff*

  
By: ~~Lisa Faham-Selzer~~, Esq.  
747 Third Avenue, 12<sup>th</sup> Floor  
New York, New York 10017  
(212) 869-5030

TO: Defendants' Address:

**Mi Casita Inc.**  
8 Vanderbilt Avenue, Unit #11K  
Brooklyn, New York 11205

**Eva Ruiz**  
8 Vanderbilt Avenue, Unit #11K  
Brooklyn, New York 11205

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS:

1060 BEDFORD RETAIL LLC,  
*Plaintiff,*

*-against-*

MI CASITA INC. and,  
EVA RUIZ,

*Defendants.*

Index No.:

Date Purchased:

**VERIFIED COMPLAINT**

Venue: Plaintiff designates KINGS COUNTY as the place of trial. The basis of venue is the location of real property that is the subject of this action.

Plaintiff, 1060 BEDFORD RETAIL LLC (hereinafter "**Plaintiff**") by and through its attorneys, KUCKER MARINO WINIARSKY & BITTENS, LLP as and for its complaint against Defendant MI CASITA INC. (hereinafter "**Tenant**") and EVA RUIZ (hereinafter "**Guarantor**") alleges as follows:

**PARTIES AND PROPERTY**

1. Plaintiff 1060 BEDFORD RETAIL LLC is a domestic limited liability corporation authorized to do business in the laws of the State of New York with offices located at 241 37<sup>th</sup> Street, Unit 12, Brooklyn New York, 11232.

2. Plaintiff is the owner of the premises located at 226 Clifton Place at 1060 Bedford Avenue UNITC. A true and accurate copy of the Deed is annexed hereto as **Exhibit "A"**.)

3. Upon information and belief, at all relevant times, MI CASITA INC., the Tenant of record of the Demised Premises, is and has been a Delaware Corporation, doing business in the State of New York.

4. Upon information and belief, Defendant EVA RUIZ, at all times relevant herein, is a natural person above the age of eighteen (18) residing in the State of New York.

#### VENUE

5. The above-entitled Court has jurisdiction over the parties and the subject disputes pursuant to New York Civil Practice Law and Rules (hereinafter "C.P.L.R.") §§ 301 and 302.

6. Kings County is the proper venue for this action, pursuant to C.P.L.R. §507, since, *inter alia*, the premises in dispute is located in Kings County.

#### NATURE OF THE ACTION

7. The primary relief sought by Plaintiff in this action is: (a) the issuance and subsequent execution of a warrant of eviction and ejectment/writ of assistance to be issued in favor of Plaintiff and against Tenant; and (b) an award of monetary relief in favor of Plaintiff and against Tenant and the Guarantor for breach of contract in the amount of \$87,817.99 for past due rent, and an amount in the sum of \$1,211,173.03, for accelerated rent.

#### STATEMENT OF FACTS

8. Plaintiff's predecessor in interest, MERAL BEDFORD LLC, entered into a commercial lease and accompanying rider agreement dated October 23, 2017

(collectively the “**Lease Agreement**”), with Tenant MI CASITA INC., for a term of ten (10) years. (A true and accurate copy of the Lease Agreement is annexed hereto as **Exhibit “B”**.)

9. The Lease was to commence upon the Plaintiff’s fulfillment of the “Delivery Condition” as defined by the Lease, for (i) a portion of the ground level of the Condo Unit, and (ii) a portion of the cellar of the Condo Unit (the “**Demised Premises**”).

10. In consideration for entering into the Lease Agreement with the Tenant, Tenant was required to provide a guaranty agreement for purposes of guaranteeing Tenant’s obligations in the event of Tenant’s default under the Lease agreement.

11. EVA RUIZ, owner of MI CASITA INC., acted as guarantor of the Lease Agreement, and executed the Guaranty to the Lease Agreement (the “**Guaranty**”) on October 23, 2017. (A true and accurate copy of the Guaranty is annexed hereto as **Exhibit “C”**.)

12. Subsequently, over the course of three years, Plaintiff entered into three (3) separate lease amendments with Tenant, each of which were signed by both the Tenant and the Guarantor.

13. The First Lease Amendment dated August 1, 2018 (“**First Amendment**”), *inter alia*, set the commencement date under the Lease Agreement as August 1, 2018. It also modified the portion of the cellar used by Tenant for storage pursuant to a certain Exhibit A-1 that was attached to the First Amendment. (A true and accurate copy of the First Amendment is annexed hereto as **Exhibit “D”**.)

14. The Second Lease Amendment dated January 15, 2019 (“**Second Amendment**”) revised the commencement date set by the First Amendment to February 1, 2019 (the “**Commencement Date**”), and set the expiration date of the lease term as January 31, 2029 (the “**Expiration Date**”). (A true and accurate copy of the Second Amendment is annexed hereto as **Exhibit “E”**.)

15. The Third Lease Amendment dated July 20, 2020 (“**Third Amendment**”) was entered into by all parties due to the COVID-19 pandemic, temporarily modifying the rent as follows: for the months of May 2020, June 2020, July 2020, and August 2020, Tenant was to pay as base rent the amount of \$5,562.00 representing half of the monthly base rent; the other half of the base rent was to be drawn from Tenant’s security deposit. In addition, Landlord granted Tenant a \$1,284.66 rent abatement for the month of May 2020. (A true and accurate copy of the Third Amendment is annexed hereto as **Exhibit “F”**.)

16. The Third Amendment also set up a payment plan for the replenishment of the security deposit as follows: Starting September 1, 2020, and for the period of the ensuing twelve (12) months, Tenant was to pay an additional \$987.33 per month (the “**Payment Plan**”) in addition to the base rent and additional rent due under the Lease Agreement. (See Exhibit “F”.)

17. Beginning September 1, 2020, Tenant failed to timely meet its monthly rental obligations pursuant to Article "3" of the Lease Agreement entitled "Rent" and the "Rent Schedule" as outlined on the Summary of Lease Terms.

18. On or about October 12, 2020, Tenant was sent via Federal Express and Electronic Mail a Notice of Default for Nonpayment of Rent (“**Default Notice**”) for rent

in the amount of \$25,277.60 (A true and accurate copy of the **Default Notice** is annexed hereto as **Exhibit “G”**.)

19. The Default Notice required Tenant to pay all rent owed or to surrender possession of the Demised Premises.

20. Subsequently, on or about December 10, 2020, after not receiving any monies from Tenant, Plaintiff sent Tenant via Federal Express and Electronic Mail, as required by the Lease, a Notice of Termination (“**Termination Notice**”) stating that it was terminating the Lease Agreement based on the Default Notice and Tenant’s failure to tender the monies owed. (A true and accurate copy of the **Termination Notice** is annexed hereto as **Exhibit “H”**.)

21. Tenant has not tendered any monies for rent as of date, and yet continues to use and occupy the Demised Premises in violation of the Lease Agreement.

22. To date, Tenant has accrued Monthly Rent Charges in the amount of **\$87,817.99**, which represent the: monthly base rent; payment plan pursuant to the Third Amendment; and additional common charges and taxes pursuant to the Lease Agreement from September 1, 2020 through February 28, 2021, and any applicable late fees and legal fees.

### **RELEVANT LEASE PROVISIONS**

23. The following provisions are some of the pertinent paragraphs of the Lease on which the causes of action, to be detailed *infra*, are relied upon:

#### **I. Tenant’s Payment Obligations Under the Lease**

##### **Monthly Base Rent**

24. Pursuant to the Summary of Lease Terms and Article "3" of the Lease Agreement, Tenant agreed to pay monthly rent as follows:

Lease Year	Annual Fixed Rent	Monthly Fixed Rent
1	\$129,600.00	\$10,800.00
2	\$133,488.00	\$11,124.00
3	\$137,492.64	\$11,457.72
4	\$141,617.42	\$11,801.45
5	\$145,865.94	\$12,155.50
6	\$150,241.92	\$12,520.16
7	\$154,749.18	\$12,895.76
8	\$159,391.65	\$13,282.64
9	\$164,173.40	\$13,681.12
10	\$169,098.60	\$14,091.55

### **Additional Rent**

25. In addition to the monthly base rent, Tenant agreed to pay Taxes as defined by Section 3.2(a)(i) of the Lease Agreement, and Common Charges Section 3.2(a)(ii) of the Lease Agreement.

### **II. Landlord's Rights Upon Default of Lease**

26. Pursuant to Section 17.1(A) of the Lease Agreement, Tenant's failure to pay rent constitutes an "Event of Default" under the Lease Agreement.

27. An "Event of Default" entitles Plaintiff to, *inter alia*, terminate the lease (*see* Section 17.2.1), and upon such termination, collect all accelerated rent (*see* Section 17.2.3); to wit, all aggregated base rent through the Expiration Date along with "Additional Rent and other charges, payments, costs and expenses herein agreed to be



paid by Tenant up to the end of the Term which shall be capable of precise determination at the time of Landlord's election to recover such amounts.”

28. Under the Guaranty, the Guarantor is liable to pay for all monetary obligations arising from the Lease Agreement, including but not limited to the acceleration clause. (*See Exhibit C, ¶¶ 1,2.*)

29. Accordingly, Tenant and Guarantor have become liable for accelerated rent on December 23, 2020 through the Expiration Date.

30. Said accelerated rent totals **\$1,211,173.03** due and owing by Tenant and Guarantor.

31. Despite Tenant agreeing to and being bound by the foregoing leasehold obligations, Tenant defaulted with respect to certain substantial obligations of its tenancy.

32. Notwithstanding Tenant’s default, Tenant has failed surrender possession of the Demised Premises to the Plaintiff.

33. As a further consequence of Tenant’s default, Plaintiff is entitled to an order and judgment of ejectment, along with the forthwith issuance of a warrant of ejectment/writ of assistance against Tenant.

**AS AND FOR A FIRST CAUSE OF ACTION**  
*(Ejectment/Writ of Assistance against Tenant)*

34. Plaintiff repeats and reiterates each and every allegation contained in paragraphs "1" through "33" inclusive, herein, with the same force and effect as if more fully set forth herein.

35. Tenant has not paid rent since September 1, 2020.

36. Tenant has violated its lease obligations to pay rent and additional rent and has defaulted on the Lease.

37. As of the date of this Complaint, Tenant continues in possession of the Demised Premises without Plaintiff's permission.

38. As a result, Plaintiff is deprived of possession of the Demised Premises.

39. Tenant was served with the Default Notice in the manner provided for by Section 17.1 of the Lease Agreement

40. Tenant was served with the Termination Notice in the manner provided for by Section 17.2.1 of the Lease Agreement.

41. Tenant failed to tender any of the monies as set forth in the Default Notice.

42. By virtue of Article "17" of the Lease Agreement, Plaintiff has the right to re-enter and retake possession of the Demised Premises, or commence an ejectment action due to Tenant's default.

43. By reason of the foregoing, Plaintiff is entitled to an order and judgment of ejectment, along with the forthwith issuance of a warrant of ejectment/writ of assistance, directing the Sheriff of the City of New York to remove, *inter alia*, Tenant from the Demised Premises and restore possession thereof to Plaintiff.

**AS AND FOR A SECOND CAUSE OF ACTION**  
*(Breach of Contract as Against Tenant)*

44. Plaintiff repeats and realleges each and every allegation set forth in paragraphs "1" through "43" inclusive, herein, with the same force and effect as if more fully set forth herein.

45. The Lease Agreement constitutes a binding agreement between Plaintiff and Tenant.

46. The Third Amendment constitutes a binding agreement between Plaintiff and Tenant.

47. Tenant breached the Lease Agreement, by failing to pay the Monthly Base Rent, and any other Additional Rent that is, and was, due and owing to Plaintiff beginning September 1, 2020 through February 28, 2020.

48. Tenant breached the Third Amendment, by failing to pay the Payment Plan Rent that is, and was, due and owing to Plaintiff beginning September 1, 2020 and ensuing for twelve (12) months thereafter.

49. Said rent and monies owed total no less than **\$87,817.99**, as follows:

September 2020	
Rent	\$11,124.00
CAM/Taxes	\$527.47
Payment Plan	\$987.33
October 2020	
Rent	\$11,124.00
CAM/Taxes	\$527.47
Payment Plan	\$987.33
November 2020	
Rent	\$11,124.00
CAM/Taxes	\$527.47
Payment Plan	\$987.33
December 2020	
Rent	\$11,124.00
CAM/Taxes	\$527.47
Payment Plan	\$987.33
January 2021	
Rent	\$11,124.00
CAM/Taxes	\$527.47

Payment Plan	\$987.33
February 2021	
Rent	\$11,457.72
CAM/Taxes	\$527.47
Payment Plan	\$987.33

50. In addition to the above monies owed by Tenant, due to Tenant's breach, accelerated rent became due and owing on December 23, 2020 through the Expiration Date of the Lease Agreement (to wit, January 31, 2029).

51. Said accelerated rent totals **\$1,211,173.03**.

52. Based on the foregoing, Plaintiff is entitled to the entry of a money judgment in favor of Plaintiff and against Tenant for all damages due under the Lease Agreement, in an amount which should be determined by the Court, but in any event is not less than One-million, Two-hundred and Ninety-eight Thousand, Nine-hundred and Ninety-one Dollars, and Two Cents (**\$1,298,991.02**), plus interest accruing thereon.

**AS AND FOR A THIRD CAUSE OF ACTION**

*(Breach of contract as against the Guarantor)*

53. Plaintiff repeats and reiterates each and every allegation contained in paragraphs "1" through "52" as if fully set forth below.

54. The Guaranty constitutes a binding agreement between Plaintiff and Guarantor.

55. The Third Amendment was incorporated into the Lease Agreement. As such Guarantor is liable for any obligations arising therefrom.

56. Pursuant to the Guaranty, Guarantor unconditionally and absolutely guaranteed to Plaintiff the full payment of Monthly Rent, Additional Rent, charges payable by Tenant, and all and any obligation arising out of Tenant's default under the Lease Agreement.

57. As such, Guarantor is liable for all outstanding Monthly Base Rent, Additional Rent, Accelerated Rent due under the Lease, and for all and any outstanding monies due under the Payment Plan.

58. Accordingly, Guarantor's is liable to Plaintiff in the amount to be determined by the Court, but in no event less One-million, Two-hundred and Ninety-eight Thousand, Nine-hundred and Ninety-one Dollars, and Two Cents (\$1,298,991.02), plus interest accrued and accruing thereon.

**AS AND FOR A FOURTH CAUSE OF ACTION**

***(Recovery of Plaintiff's Legal Fees as Against the Tenant)***

59. Plaintiff repeats and reiterates each and every allegation contained in paragraphs "1" through "58" inclusive herein, with the same force and effect as if more fully set forth herein.

60. By virtue of the Lease Agreement, Plaintiff is entitled to collect from Tenant its attorneys' fees, costs, expenses and disbursements (collectively "Attorneys' Fees") in the event Plaintiff incurs such Attorney's fees in the enforcement of any of Plaintiff's leasehold rights against tenant.

61. Therefore, and in the event that Plaintiff is the prevailing party herein as against Tenant, this matter should be set down for a hearing to determine the amount of the Attorneys' Fees incurred by Plaintiff as a result of Tenant's defaults.

62. Accordingly, Plaintiff is therefore entitled to recover legal fees in an amount to be determined by the court when said amount is known at the conclusion of this action, but in no event less than Fifteen Thousand Dollars (\$15,000.00).

**AS AND FOR A FIFTH CAUSE OF ACTION*****(Recovery of Plaintiff's Legal Fees as Against the Guarantor)***

63. Plaintiff repeats and reiterates each and every allegation contained in paragraphs "1" through "62" as if fully set forth below.

64. By virtue of the Guaranty, the Guarantor guaranteed in the event of Tenant's Default, all of Tenant's obligations under the Lease agreement. This includes payment Attorneys' Fees and disbursements incurred by the Plaintiff in the event of default by Tenant and in the event of commencement of an action to enforce Plaintiffs rights under the Guaranty.

65. Therefore, and in the event that Plaintiff is the prevailing party herein as against Tenant, this matter should be set down for a hearing to determine the amount of the Attorneys' Fees incurred by Plaintiff as a result of Tenant's defaults, for which Tenant and Guarantor are jointly and severally liable.

61. Accordingly, Plaintiff is therefore entitled to recover from the Guarantor legal fees in an amount to be determined by the court when said amount is known at the conclusion of this action, but in no event less than fifteen thousand dollars (\$15,000.00).

**WHEREFORE**, Plaintiff demands judgment against the Defendants as follows:

- a. **On the first cause of action**: an order and judgment of possession along with the forthwith issuance and execution of a warrant of eviction and ejection/writ of assistance to be issued in favor of Plaintiff and against Tenant;
- b. **On the second cause of action**: breach of contract against the Tenant in an amount to be determined by the Court, but in no event less than One-million, Two-hundred and Ninety-eight Thousand, Nine-hundred and Ninety-one Dollars, and Two Cents (\$1,298,991.02);
- c. **On the third cause of action**: breach of contract against the Guarantor in an amount to be determined by the Court, but in no event less than One-million, Two-hundred and Ninety-eight Thousand, Nine-hundred and Ninety-one Dollars, and Two Cents (\$1,298,991.02); and
- d. **On the fourth cause of action**: awarding Plaintiff attorney's fees by compelling Tenant to pay an amount to be determined by the court when said amount is known at the conclusion of this action, but in no event less than fifteen thousand dollars (\$15,000.00); and
- e. **On the fifth cause of action**: awarding Plaintiff attorney's fees by compelling Guarantor to pay an amount to be determined by the court when said amount is known at the conclusion of this action, but in no event less than fifteen thousand dollars (\$15,000.00).

Dated: New York, New York  
February 17, 2021

KUCKER MARINO WINIARSKY  
& BITTENS, LLP  
*Attorneys for Plaintiff*  
747 Third Avenue, 12<sup>th</sup> Floor  
New York, New York 10017  
Tel: (212) 869-5030

By: \_\_\_\_\_  
Lisa Faham Selzer, Esq.

**VERIFICATION**

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

I, ALLAN LEBOVITS, am the Manager of 1060 BEDFORD RETAIL LLC the corporation that owns the demised premises in the within action. I have read the foregoing Summons and Verified Complaint and know the contents thereof the same is true to my own knowledge, except as to matters therein stated to be alleged on information and belief, and as to those matters, I believe them to be true.

By:   
ALLAN LEBOVITS

Sworn to before me this 17 day  
of February 2021

  
\_\_\_\_\_  
Notary Public

**GEDALIA MARYL**  
Notary Public, State of New York  
Reg. No. 01MA6226310  
Qualified in Kings County  
My Commission Expires Aug. 9, 2022



**EXHIBIT A**

<p><b>NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER</b></p> <p>This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.</p>	 <p><b>2018031400347001001E705E</b></p>
---	--

**RECORDING AND ENDORSEMENT COVER PAGE** **PAGE 1 OF 6**

**Document ID: 2018031400347001**      Document Date: 03-05-2018      Preparation Date: 03-14-2018  
 Document Type: DEED  
 Document Page Count: 5

<p><b>PRESENTER:</b>                  RELIABLE ABSTRACT CO. LLC.                  266 BROADWAY, SUITE 304                  ACCOM                  BROOKLYN, NY 11211                  718-438-0786                  DEVORA@RELIABLEABSTRACT.NET</p>	<p><b>RETURN TO:</b>                  JEFFREY ZWICK &amp; ASSOCIATES                  266 BROADWAY, SUITE 403                  BROOKLYN, NY 11211</p>
---	---

Borough	Block	Lot	Entire Lot	Unit	Address
BROOKLYN	1954	1201		UNITC	226 CLIFTON PLACE
<b>Property Type: OTHER</b>					

**CROSS REFERENCE DATA**


CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

PARTIES	
<p><b>GRANTOR/SELLER:</b>                  MERAL BEDFORD LLC                  316 HIMROD STREET, SUITE 2                  BROOKLYN, NY 11237</p>	<p><b>GRANTEE/BUYER:</b>                  1060 BEDFORD RETAIL LLC                  PO BOX 100490                  BROOKLYN, NY 11210</p>

FEES AND TAXES			
<b>Mortgage :</b>		<b>Filing Fee:</b>	
Mortgage Amount:	\$ 0.00		\$ 250.00
Taxable Mortgage Amount:	\$ 0.00	NYC Real Property Transfer Tax:	
Exemption:			\$ 0.00
<b>TAXES:</b> County (Basic):	\$ 0.00	NYS Real Estate Transfer Tax:	
City (Additional):	\$ 0.00		\$ 0.00
Spec (Additional):	\$ 0.00		
TASF:	\$ 0.00		
MTA:	\$ 0.00		
NYCTA:	\$ 0.00		
Additional MRT:	\$ 0.00		
<b>TOTAL:</b>	\$ 0.00		
Recording Fee:	\$ 62.00		
Affidavit Fee:	\$ 0.00		

**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE  
CITY OF NEW YORK**

Recorded/Filed 03-15-2018 08:57  
 City Register File No.(CRFN):  
**2018000089305**



*Gracie Hill*  
**City Register Official Signature**

**CONDOMINIUM UNIT DEED**

THIS INDENTURE, made the 5 day of March, 2018 by and between Meral Bedford LLC with an address at 316 Hinrod Street, Suite 2, Brooklyn, New York 11237 (hereinafter referred to as the "Grantor"); and 1060 Bedford Retail LLC with an address at PO Box 100490, Brooklyn, NY 11210 (hereinafter referred to as the "Grantee").

**WITNESSETH:**

That the Grantor, in consideration of Ten (\$10.00) Dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

ALL OF THE PROPERTY DESCRIBED IN "SCHEDULE A"  
ANNEXED HERETO, KNOWN AS CONDOMINIUM UNIT C IN  
THE 226-230 CLIFTON PLACE CONDOMINIUM,  
226 CLIFTON PLACE  
BROOKLYN, NEW YORK

TAX BLOCK 1954, F/K/A LOT 22, N/K/A LOT 1201

Together with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

Together with, and subject to, the rights, obligations, easements, restrictions, agreements and other provisions set forth in the Declaration and the By-Laws of The 226-230 Clifton Place Condominium, as the same may be amended from time to time (hereinafter referred to as the "By-Laws"), all of which shall constitute the covenants running with the Land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein;

Together with an easement for the continuance of all encroachments by the Unit on any adjoining units or Common Elements now existing as a result of construction of the Building, of which may come into existence hereafter as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or of the Unit, after damage or destruction by fire or other casualty, or any taking in condemnation or eminent domain proceeds, or by alteration or repair to the Common Elements made by or with the consent of the board of Managers, so that any such encroachment may remain as long as the units stand.

Subject also to such other liens, agreements, covenants, easements, restrictions, consents and other matters of record as pertain to the Unit, to the Land and/or to the Building (which Land and Building are hereinafter collectively referred to as the "Property").

TO HAVE AND TO HOLD the same unto the Grantee, and the heirs or successors and assigns of the Grantee, forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision that is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the

Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of Article 17 of the Declaration shall control.

Except as otherwise specifically permitted by the Board (as such term is defined in the Declaration) or provided in the Declaration or in the By-Laws, the Unit is intended for residential use.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as set forth in the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws).

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of improvements at the Property and will apply the same first to the payment of the cost of such improvements before using any part of the same for any other purposes.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

The Grantee has examined the Unit and is purchasing the same in its existing condition.

This conveyance is made in the regular course of business actually conducted by the Grantor.

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this indenture as of the day and year first above written.

GRANTOR:  
Meral Bedford LLC

GRANTEE:  
1060 Bedford Retail LLC

By: *Danielle Sidiropoulas*  
Danielle Sidiropoulas, AS

By: *Danielle Sidiropoulas*  
Danielle Sidiropoulas, AS

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

On the 5 day of March in the year 2018, before me, the undersigned, a notary public in and for said state, personally appeared Danielle Sidiropoulas, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.

*[Signature]*  
\_\_\_\_\_  
Notary Public

BASYA PRICE  
Notary Public, State of New York  
No. 01PR6101162  
Qualified in Kings County  
Commission Expires 8/4/2020

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

On the day of in the year 2018, before me, the undersigned, a notary public in and for said state, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

SCHEDULE A  
DESCRIPTION OF THE UNIT

The Condominium Unit (hereinafter referred to as the "Unit") known as Unit C in the building (hereinafter referred to as the "Building") known as The 226-230 Clifton Place Condominium and by the street number 226 Clifton Place, Borough of Brooklyn, County of Kings, City and State of New York, said Unit being designated and described as Unit C in a certain declaration dated August 22, 2017 made pursuant to Article 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act"), establishing a plan for condominium ownership of the Building and the land (hereinafter referred to as the "Property") upon which the Building is situate (which Land is more particularly described in Schedule A annexed hereto and by this reference made a part hereof), which declaration was recorded in the Kings County office of the Register of The City of New York as Condominium Plan No. 4256 on November 1, 2017 as City Register File No. 2017000403742. This Unit is also designated as Tax Lot 1201 in Block 1954 of Section 3 of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of the Building, certified by Karl Fischer, R.A., and filed with the Real Property Assessment Department of The City of New York as Condominium No. 4256, which Maps were recorded in the Kings County office of the Register of The City of New York on November 1, 2017 as City Register File No. 2017000403743.

Together with an undivided 11.81 % interest in the Common Elements (as such term is defined in the Declaration) and situated on the land described as follows:

DESCRIPTION OF THE LAND

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Clifton Place and the westerly side of Bedford Avenue;  
RUNNING THENCE westerly along the southerly side of Clifton Place, 100 feet;  
THENCE southerly parallel with Bedford Avenue, 75 feet;  
THENCE easterly parallel with the southerly side of Clifton Place, 100 feet to the westerly side of Bedford Avenue;  
THENCE northerly along the westerly side of Bedford Avenue, 75 feet to the point or place of BEGINNING.

SAID premises being known as and by the street address 226 Clifton Place, Brooklyn, New York.

**CONDOMINIUM UNIT DEED**

**GRANTOR:**

Meral Bedford LLC  
316 Himrod Street, Suite 2  
Brooklyn, New York 11237

to

**GRANTEE:**

1060 Bedford Retail LLC  
PO Box 100490  
Brooklyn, NY 11210

**Premises:**

Unit C  
226 Clifton Place  
Brooklyn, New York

County: Kings

Section: 3

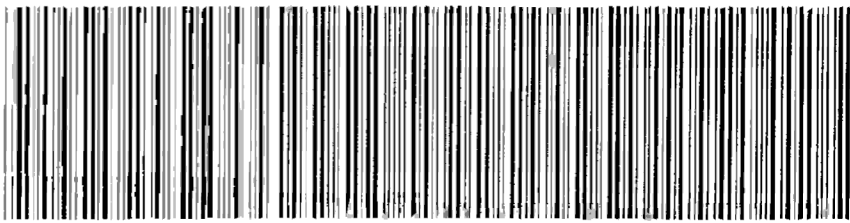
Block: 1954

Lot: 1201

**Record and return to:**

Jeffrey Zwick & Associates, P.C.  
266 Broadway, Suite 403  
Brooklyn NY 11211

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**



**2018031400347001001SBEDF**

**SUPPORTING DOCUMENT COVER PAGE**

**PAGE 1 OF 1**

**Document ID: 2018031400347001**  
Document Type: DEED

Document Date: 03-05-2018

Preparation Date: 03-14-2018

**ASSOCIATED TAX FORM ID: 2018030500211**

**SUPPORTING DOCUMENTS SUBMITTED:**

Page Count

RP - 5217 REAL PROPERTY TRANSFER REPORT  
SMOKE DETECTOR AFFIDAVIT

1  
1





CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

BUYER'S ATTORNEY

BUYER SIGNATURE: *Daniel S. [Signature]* DATE: 3/5/18  
PO BOX 100490

LAST NAME FIRST NAME

STREET NUMBER STREET NAME (FOR SALE)

AREA CODE TELEPHONE NUMBER

BROOKLYN

SELLER

CITY OR TOWN

NY

11210

STATE

ZIP CODE

SELLER SIGNATURE: *Daniel S. [Signature]* DATE: 3/5/18

2018030500211201

**AFFIDAVIT OF COMPLIANCE WITH SMOKE DETECTOR REQUIREMENT FOR ONE- AND TWO-FAMILY DWELLINGS**

State of New York }  
County of Kings } SS.:

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at 226 CLIFTON PLACE, UNITC, BROOKLYN New York, 1954 1201 (the "Premises");  
Borough Block Lot

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

Meral Bedford LLC  
Name of Grantor (Type or Print)  
Danielle Sidiropoulas, AS  
Signature of Grantor  
Danielle Sidiropoulas, AS

1060 Bedford Retail LLC  
Name of Grantee (Type or Print)  
Danielle Sidiropoulas, AS  
Signature of Grantee  
Danielle Sidiropoulas, AS

Sworn to before me  
this 5 day of March 20 18

Sworn to before me  
this 5 day of March 20 18

BASYA PRICE  
Notary Public, State of New York  
No. 01PR6191182  
Qualified in Kings County  
Commission Expires 8/4/2020

BASYA PRICE  
Notary Public, State of New York  
No. 01PR6191182  
Qualified in Kings County  
Commission Expires 8/4/2020

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

**NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.**

2018030500211101

**EXHIBIT B**

\* \* \*

**LEASE**

**BETWEEN**

**MERAL BEDFORD LLC**  
as Landlord

**AND**

**MI CASITA INC.**  
as Tenant

**PREMISES AT:**  
**1060 BEDFORD AVENUE, BROOKLYN, NEW YORK**

DATED AS OF: October 23, 2017

\* \* \*

## SUMMARY OF LEASE TERMS

LANDLORD: **MERAL BEDFORD LLC**

TENANT: **MI CASITA INC.**

GUARANTOR: **EVA RUIZ**

BUILDING: **1060 Bedford Avenue, Brooklyn, New York**

CONDO UNIT: **Commercial Unit**

PREMISES: **A portion of the Condo Unit as more particularly described in Section 1.**

INITIAL TERM: **Ten (10) years**

RENEWAL TERMS: **One (1) five (5)-year term, subject to the provisions of Section 2.1**

**FIXED RENT:****Initial Term:**

<b>Lease Year</b>	<b>Annual Fixed Rent</b>	<b>Monthly Fixed Rent</b>	<b>Annual Fixed Rent Escalation</b>
1	\$129,600.00	\$10,800.00	n/a
2	\$133,488.00	\$11,124.00	3%
3	\$137,492.64	\$11,457.72	3%
4	\$141,617.42	\$11,801.45	3%
5	\$145,865.94	\$12,155.50	3%
6	\$150,241.92	\$12,520.16	3%
7	\$154,749.18	\$12,895.76	3%
8	\$159,391.65	\$13,282.64	3%
9	\$164,173.40	\$13,681.12	3%
10	\$169,098.60	\$14,091.55	3%

**First Renewal Term** (if applicable):

<b>Lease Year</b>	<b>Annual Fixed Rent</b>	<b>Monthly Fixed Rent</b>	<b>Annual Fixed Rent Escalation</b>
11	\$186,008.47	\$15,500.71	10%
12	\$191,588.72	\$15,965.73	3%
13	\$197,336.38	\$16,444.70	3%
14	\$203,256.47	\$16,938.04	3%
15	\$209,354.17	\$17,446.18	3%

**SECURITY DEPOSIT:** \$32,400.00, subject to the provisions of Section 24.1

**This summary is for reference purposes only and should not be relied upon as a complete and accurate statement of the terms of this Lease, except to the extent expressly referenced in the Lease.**

**LEASE**

THIS LEASE (this "Lease") is made as of October 23, 2017 by and between **MERAL BEDFORD LLC**, a New York limited liability company ("Landlord"), and **MI CASITA INC.**, a Delaware corporation ("Tenant").

**BACKGROUND**

- A. Landlord is the owner of the Condo Unit.
- B. Tenant desires to lease space within the Condo Unit, and Landlord is willing to lease such space to Tenant, upon and subject to the terms, conditions, covenants and agreements set forth herein.

**TERMS OF AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises herein contained and incorporating the foregoing Recitals in their entirety, the parties hereto, intending to be legally bound hereby, covenant and agree as set forth below:

1. **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises (as hereinafter defined) for the Permitted Use for the Term (as hereinafter defined) and upon and subject to the terms and conditions, covenants and agreements hereinafter set forth in this Lease. The term "Premises" means, collectively (i) a portion of the ground level of the Condo Unit, (ii) a portion of the cellar of the Condo Unit, for storage use in connection with Tenant's operations of the Permitted Use only; all as more approximately depicted in Exhibit A attached hereto, but without any representation or warranty by Landlord as to the accuracy of such Exhibit A. The term "Permitted Use" means the use of the Premises for the legal operation of child care center operating under the trade name Mi Casita (the "Trade Name"), and community center and event space to the extent permitted by all applicable laws, code and zoning rules, and for no other purpose whatsoever.

2. **Term; Initial Alterations.**

2.1 **Term; Commencement Date.**

(a) **Initial Term.** The initial term of this Lease (as may be extended or sooner terminated in accordance with the provisions of this Lease, the "Term") shall be for a period equal to approximately ten (10) years, commencing on the date that Landlord delivers possession of the Premises to Tenant in the Delivery Condition, as hereinafter defined (the "Commencement Date") and ending on the last day of the tenth (10<sup>th</sup>) Lease Year following the Rent Commencement Date (the "Expiration Date"), unless extended or sooner terminated in accordance with this Lease. The "Rent Commencement Date" shall mean the date on which Tenant is first obligated to pay Fixed Rent under this Lease, taking into account the abatement under Section 3.1, if applicable. Upon Landlord's request, Tenant shall promptly execute a written agreement confirming the Commencement Date, the Rent Commencement Date and the Expiration Date; provided, however, that the failure of any party to execute such agreement shall not affect such dates. If the Rent Commencement Date is the first date of a calendar month, then the first "Lease Year" shall be the period of time from such date through the date immediately preceding the first (1<sup>st</sup>) anniversary of the Rent Commencement Date; if the Rent Commencement Date is other than the first day of a calendar month, then the first "Lease Year" shall be the period of time from such date to the end of the month in which such date



shall fall, plus the following twelve (12) calendar months. Each "Lease Year" after the first Lease Year shall be a successive period of twelve (12) calendar months.

(b) **Renewal Option.** Provided that, at the time of the giving of the Renewal Notice (as hereinafter defined) and upon the commencement of the Renewal Term (as hereinafter defined), Tenant is not in default under this Lease beyond any applicable notice and cure period, is in possession and occupancy of the entire Premises and has not assigned this Lease or sublet any portion of the Premises (each of which such conditions shall be for the benefit of Landlord only and which Landlord may waive in its sole and absolute discretion), then Tenant shall have the option (the "Renewal Option") to extend the Term of this Lease for a period of five (5) years (the "Renewal Term"), commencing on the day immediately following the Expiration Date of the initial Term and expiring on the last day of the fifteenth (15<sup>th</sup>) Lease Year. In order to exercise the Renewal Option, Tenant must deliver to Landlord written notice of such exercise ("Renewal Notice") at least nine (9) months, but not more than twelve (12) months, prior to the Renewal Term; time being of the essence with respect to the giving of such notice. If Tenant duly exercises its Renewal Option, then this Lease shall continue through the end of the Renewal Term on all of the terms and conditions of this Lease, except that (i) all references to the "Term" shall be deemed to include the Renewal Term, (ii) the Fixed Rent payable hereunder shall be the amount so designated in the Summary of Lease Terms and (iii) Tenant shall have no further options to renew the term of this Lease.

## 2.2 **Condition of Premises; Landlord's Work; Initial Alterations.**

2.2.1 Subject to the completion of Landlord's Work (as hereinafter defined), the Premises are being leased to Tenant, and Tenant shall accept the Premises, in its "as-is" condition as of the date hereof, subject to any and all faults and without representation or warranty by Landlord whatsoever, express or implied, as to the condition, legality, or suitability thereof or otherwise, and, except for Landlord's Work, Landlord shall have no obligation to perform any work whatsoever in or to the Premises or Building to ready the Premises for Tenant's occupancy thereof or otherwise. Tenant hereby represents and warrants that it has inspected the Premises and the Building on or prior to the date hereof and is fully satisfied with the condition thereof as of the date hereof and shall take possession of the Premises in "as is" condition as of the date hereof, subject to the completion of Landlord's Work. Tenant shall be solely responsible, at its sole cost and expense, to perform any and all other alterations and installations which may be necessary or desirable to ready the Premises for Tenant's occupancy thereof (collectively, the "Initial Alterations"). The Initial Alterations and the performance thereof shall be subject in all respects to the provisions of Article 7 of this Lease and all other provisions of this Lease.

2.2.2 No later than thirty (30) days after the date of this Lease, Tenant shall submit to Landlord Tenant's floor plans for its Initial Alterations, which shall be consistent with Exhibit A and shall identify therein Tenant's locations for the various items of Landlord's Work (as herein defined) that require Tenant's specifications (including without limitation, its restrooms, utility stubbing, etc.). Such floor plans shall be subject to the prior approval of Landlord, which shall not be unreasonably withheld, delayed or conditioned. Landlord shall cause its architect (the "Architect") to prepare and submit to Landlord construction drawings and specifications ("Construction Plans") for the construction of the work described on Exhibit C ("Landlord's Work") in accordance in accordance with such floor plans of Tenant so reasonably approved by Landlord (the "Floor Plans"). The Construction Plans shall be subject to Tenant's approval, not to be unreasonably withheld, conditioned or delayed. Tenant shall provide its written approval, or written denial together with specifications of all reasonable changes which would result in approval, within five (5) business days of its receipt of the Construction Plans, failing which such Construction Plans shall be deemed approved by Tenant. In the event that Tenant timely submits its reasonably requested changes to the Construction Plans in accordance with the Floor Plans and Landlord approves of such changes, Landlord shall cause the Architect to make such changes and shall submit such

revised Construction Plans to Tenant for its approval, not to be unreasonably withheld, conditioned or delayed. Tenant shall provide its written approval, or written denial together with specifications of all reasonable changes which would result in approval, within three (3) business days of its receipt of the revised Construction Plans, failing which such revised Construction Plans shall be deemed approved by Tenant. The foregoing process shall be repeated until the construction drawings have been approved (or deemed approved) by Tenant. The Construction Plans as approved or deemed approved by the parties are hereinafter referred to as the "Approved Construction Plans." For the sake of clarity, there will be two (2) means of ingress/egress to and from the Premises from and to the exterior of the Building; in no event shall Landlord be obligated to provide any additional means of ingress/egress.

2.2.3 If after the Construction Plans have been approved (or deemed approved), Tenant requests any revisions to the Approved Construction Plans and Landlord approves the revisions, Landlord shall cause Architect to revise the Construction Plans. After completion of the revisions, Landlord shall obtain from Landlord's contractor and deliver to Tenant (a) an itemization of the increased cost (if any) in the Landlord's Work resulting from such revisions to the Construction Plans, and (b) a reasonable estimate of the delay (if any) in the completion of the Landlord's Work resulting from such revisions to the Construction Plans. Tenant, within three (3) business days of receiving such itemization, shall notify Landlord in writing whether it desires to proceed with such revisions. In the absence of such written authorization, Landlord shall have the option to continue work on the Premises disregarding the requested revisions. Any actual delay in completion of Landlord's Work resulting from any revision or requested revision to the Construction Plans shall be deemed a Tenant Delay. If such revisions result in an increase in the cost of the Landlord's Work in accordance with the foregoing, such increased costs, plus any applicable state sales or use tax thereon (collectively, the "Change Order Costs"), shall be payable by Tenant upon Landlord's presentation of invoices therefor and as a condition to Landlord performing such Change Orders. Notwithstanding anything herein to the contrary, all revisions to the Construction Plans shall be subject to the prior approval of Landlord, which shall not be unreasonably withheld, delayed or conditioned. As used herein, "Change Orders" mean, collectively, any requested revisions to the Construction Plans and, if approved, corresponding changes to the Landlord's Work, as applicable.

2.2.4 Tenant agrees to fully cooperate with Landlord in order to enable Landlord's Work to be performed in a timely manner. Notwithstanding anything herein to the contrary, any delay in the completion of Landlord's Work or inconvenience suffered by Landlord during the performance of Landlord's Work due to a Tenant Delay shall not delay the Commencement Date nor shall it subject Landlord to any liability for any loss or damage resulting therefrom or entitle Tenant to any credit, abatement or adjustment of Rent or other sums payable under the Lease.

2.2.5 The term "Tenant Delay" shall mean any delay in the performance of the Landlord's Work or other delay resulting by reason of any act or neglect, failure or omission of Tenant, its members, agents, servants, employees, contractors or subcontractors, or in the performance of Tenant's obligations under this Lease, including, but not limited to:

- (i) Any delay due to Tenant's failure to meet any Tenant performance deadlines set forth in this Lease;
- (ii) Any delay due to Change Orders requested by Tenant;
- (iii) Any delay due to Change Orders approved by Tenant;
- (iv) Any interference by Tenant or any of its members, agents, servants, employees, contractors or subcontractors;

(v) Tenant's failure to pay when due the Change Order Costs;

(vi) Any delay of Tenant in choosing specifications for finishes or other choices that need to be made by Tenant, if and to the extent applicable, which extend beyond three (3) business days following Landlord's proposal thereof to Tenant, if any (and in the event of such failure, then, in addition to such failure constituting a Tenant Delay, Landlord shall have the right to perform Landlord's Work with the inclusion of the particular specifications and choices as Landlord reasonably selects, and Tenant shall be deemed to have selected such specifications and choices);

(vii) Any default of Tenant under this Lease.

Notwithstanding anything to the contrary contained in the Lease, upon the occurrence of a Tenant Delay, the Commencement Date be accelerated and shall be deemed to occur on the date when the Premises would have been ready for delivery as required herein but for such Tenant Delay.

2.2.6 As used in this Lease, the term "**Delivery Condition**" means the substantial completion of Landlord's Work. Landlord's Work shall be deemed substantially complete when it is completed in accordance with this Lease, except for minor details of construction, decoration and mechanical adjustments to be performed by Landlord, the noncompletion of which does not materially interfere with Tenant's performance of its Initial Alterations. Upon notification by Landlord after the substantial completion of Landlord's Work, Landlord and Tenant shall schedule a pre-occupancy inspection of the Premises at which time a punchlist of outstanding items, if any, shall be completed. Within a reasonable time thereafter, Landlord shall complete the punchlist items to Tenant's reasonable satisfaction. Tenant's acceptance of the Premises shall be deemed to be an acceptance of the satisfactory completion of Landlord's Work, subject only to Landlord's completion of the punchlist items identified by Tenant in writing during such inspection. Landlord's sole obligation with respect to Landlord's Work shall be to complete Landlord's Work, and thereupon Landlord shall have no further obligations with respect thereto. Landlord does not warrant Landlord's Work whatsoever.

The term "Delivery Condition" shall include the obtaining of a certificate of occupancy for the Premises specifically providing the following designation "Daycare Facilities, BC Occupancy I-4" (the "Certificate of Occupancy"), provided, however, that the procurement of a temporary Certificate of Occupancy shall be sufficient for purposes of satisfying the Delivery Condition provided that Landlord thereafter timely procures a final Certificate of Occupancy.

2.2.7 Except for Landlord's Work and except as otherwise expressly set forth herein, the Premises are leased to Tenant in their "as-is" condition with all faults and without representation or warranty by Landlord whatsoever, express or implied, as to the condition or suitability thereof or otherwise.

2.3 **No Adjustment of Commencement Date.** It is further understood and agreed that if Tenant does not take possession of the Premises on the Commencement Date for any reason other than the inability of Landlord to deliver possession of the Premises to Tenant on such date, then the Commencement Date shall not be extended, the Term shall nonetheless begin on the Commencement Date, and Tenant's obligation hereunder shall commence as of such date. Tenant hereby expressly waives the provisions of New York Real Property Law, Section 223-a.

3. **Rent.** Tenant shall pay as rent for the Premises during the Term the following amounts in the following manner:

3.1 **Fixed Rent.** (a) Subject to the provisions of subsection (b) of this Section, commencing on the Commencement Date, Tenant shall pay as the fixed rent (the "Fixed Rent") the monthly amounts so designated in the Summary of Lease Terms, on the first of day of each and every calendar month during the Term. Rent shall be made payable directly to Landlord at its address set forth in Section 24.8, or to such other party or at such other payee and or address as Landlord may designate from time to time by written notice to Tenant. In addition, at the election of Landlord, Tenant shall pay Rent by federal wire transfer to such account(s) as Landlord may designate. Notwithstanding the foregoing, the first full month's installment of Fixed Rent payable under this Lease shall be paid by Tenant upon execution of this Lease (in addition to the Security Deposit). If the Rent Commencement Date and/or Expiration Date (or other termination date of the Lease) is a date other than the first or last day of the month, respectively, the installment of Fixed Rent and Additional Rent for such partial month shall be adjusted proportionately.

(b) **Rent Abatement.** Provided that and so long as Tenant is not in default under this Lease and is actively and diligently pursuing the obtaining of the necessary permits and approvals for the Initial Alterations, and upon receipt of such permits and approvals promptly commences and diligently pursues to completion the construction of the Initial Alterations in accordance with the provisions of this Lease, then monthly Fixed Rent (but not any additional rent) shall be abated (the "Fixed-Rent Abatement") for the period commencing on the Commencement Date and ending on the date which is one hundred twenty (120) days after the Commencement Date. The Rent that is so abated under this subsection (b) is referred to in this Lease as the "Abated Rent". Notwithstanding the foregoing, all Abated Rent shall be immediately due and payable upon a monetary default by Tenant hereunder.

3.2 **Taxes and CAM.**

(a) **Definitions.**

(i) "**Taxes**" shall mean all real estate taxes, assessments (including, without limitation, general and special governmental assessments for public improvements or benefits whether or not commenced or completed during the Term), sanitary and trash removal assessments, municipal water charges, sewer rents and any and all other taxes and assessments levied or imposed against the Condo Unit by any governmental or quasi-governmental authority (and shall include, without limitation, voluntary payments in lieu of taxes), whether general or special, ordinary or extraordinary, unforeseen or foreseen, whether in lieu of or in addition to so called "real estate taxes", together with interest paid on any installment payments. Taxes shall not include taxes measured in whole or in part by, rents or gross receipts or in the nature of an excise, franchise, gift, estate, succession, inheritance or capital levy tax or tax on Landlord's income or profits (unless any of the foregoing taxes shall be in lieu of so called "real estate taxes" in which case such taxes shall be included in the definition of Taxes).

(ii) "**CAM**" shall mean all of the common charges payable by the owner of the Condo Unit to the Condominium (as hereinafter defined) from time to time during or with respect to the Term or portion thereof.

(iii) "**Tenant's Proportionate Share**" shall mean a fraction, the numerator of which is the rentable square footage of the Premises and the denominator of which is the rentable square

footage of the entire Condo Unit, as calculated by Landlord, and which the parties hereby agree equals fifty-five and 59/100 percent (55.59%) as of the date of this Lease.

(iv) "Tenant's Proportionate Share of Tax Increases" shall mean an amount equal to Tenant's Proportionate Share of the amount by which Taxes for a tax year during the Term exceed the Taxes payable for the 2018/2019 tax year.

(v) "Tenant's Proportionate Share of CAM" shall mean an amount equal to Tenant's Proportionate Share of CAM for the subject calendar or fiscal year.

(vi) "Tenant's Tax and CAM Payment" shall mean, collectively, Tenant's Proportionate Share of Tax Increases and Tenant's Proportionate Share of CAM.

(b) **Tenant's Payment.** Commencing on the Commencement Date and continuing thereafter on the first day of each month in advance during the Term, Tenant shall pay to Landlord as Additional Rent such amount as Landlord shall reasonably estimate to equal one-twelfth (1/12) of Tenant's Tax and CAM Payment for the then current calendar and/or fiscal year. Notwithstanding the foregoing, Landlord shall have the option, in Landlord's sole discretion, to bill Tenant in monthly or other periodic installments or in a lump sum, and Tenant shall pay such installment or lump sum of Tenant's Tax and CAM Payment within fifteen (15) days after being billed therefor.

(c) **Year End Adjustment.** After receipt of all tax and assessment and CAM bills attributable to the calendar or fiscal year in question, Landlord shall furnish Tenant a written statement(s) (which may be separate and given at different times for Tenant's Proportionate Share of Tax Increases and Tenant's Proportionate Share of CAM) of the actual amount of Tenant's Tax and CAM Payment for such year. If the amount paid by Tenant under this Section on account of such year shall exceed Tenant's Tax and CAM Payment, the excess shall be credited against the next payments due from Tenant under this Section; if the amount paid by Tenant for such year shall be less than the actual amount Tenant's Tax and CAM Payment, Tenant shall pay the deficiency to Landlord within thirty (30) days after demand therefor. Tenant's Tax and CAM Payment for the final year of the Term shall be prorated if the Term ends on a day other than the last day of the applicable fiscal or calendar year, as applicable. A copy of the tax or assessment bill and Condominiums Association's CAM bill submitted by Landlord to Tenant shall at all times be conclusive and binding evidence of the amount of Taxes set forth therein. Landlord's failure to render or delay in rendering any statements with respect to Taxes or CAM shall not prejudice Landlord's right to thereafter render such statement(s) nor shall the rendering of such statement(s) prejudice Landlord's right to thereafter render a corrected statement.

(d) **Tax Contests.** Landlord may elect to contest any and all Taxes, or negotiate with respect to the assessed valuation of the applicable tax parcel. Landlord's reasonable and actual costs, expenses and fees incurred in connection therewith, including attorneys' fees, shall constitute part of Taxes for the purposes of computing Tenant's Proportionate Share thereof.

3.3 **Fixed Rent; Additional Rent.** Fixed Rent shall consist of Fixed Rent. Additional Rent shall consist of all sums not included in Fixed Rent which Tenant is obligated to pay to Landlord from time to time pursuant to the terms of this Lease, including, but not limited to, Tenant's Tax and CAM Payment. Fixed Rent and Additional Rent are referred to collectively as "Rent".

3.4 **Demand. Time; Late Charge and Interest.** All Rent shall be paid to Landlord in United States dollars, in immediately available funds, without prior notice or demand and without deduction, set-

off or counterclaim, in advance on the first day of every month during the Term (or at such times as are otherwise set forth in this Lease). If Landlord shall at any time or times accept Rent after it shall become due and payable, such acceptance shall not excuse a delay upon subsequent occasion, or constitute, or be constructed as or deemed to be, a waiver of any or all of Landlord's rights hereunder. In order to partially compensate Landlord for the extra expense in the handling of delinquent payments, Tenant agrees that if Tenant fails to pay any installment of Fixed Rent and/or Additional Rent and/or any other charge due and owing Landlord under this Lease in the manner prescribed by this Lease by the date such installment becomes due and payable, then, in addition to and without waiving or releasing any other rights and remedies of Landlord, Tenant shall pay to Landlord a late charge equal to six percent (6%) of the amount of such overdue payment. In addition, if Tenant fails to pay any installment of Fixed Rent and/or Additional Rent and/or any other charge due and owing Landlord under this Lease in in the manner prescribed by this Lease by the date such installment first becomes due and payable, then Tenant shall pay Landlord interest on such installment, which shall accrue at the rate (the "Interest Rate") equal to the lesser of (i) twelve percent (12%) per annum, and (ii) the maximum rate permitted by applicable law. Such late charge and interest shall constitute Additional Rent and shall be due upon demand.

4. **Use of Premises.**

4.1 **Use of Premises.** Tenant shall use and occupy the Premises solely for the Permitted Use and for no other purpose whatsoever. Without limiting the foregoing, and as a material covenant of Tenant under this Lease, Tenant shall not use or occupy or permit the use or occupancy of the Premises or any part thereof for any unlawful purpose, and will comply with all applicable present and future laws, ordinances, regulations and orders of the United States of America, the State and/or City of New York and/or any other public or quasi-public authority having jurisdiction over the Premises (collectively, "laws"). Without limiting the foregoing or any other provisions of this Lease, and as a material covenant of Tenant under this Lease, Tenant shall occupy and use and cause its employees, invitees, licensees, guests, patrons and occupants to occupy and use the Premises strictly in accordance with the Certificate of Occupancy of the Building then in effect. If any future law, ordinance, regulation or order, or any change in the construction or use of Premises by Tenant, requires a new Certificate of Occupancy for the Premises, Tenant will obtain such permit at Tenant's own expense. Without limiting the foregoing, as a material covenant of Tenant under this Lease, Tenant shall not use or occupy or permit the use or occupancy of the Premises or any part thereof, and shall cause its employees, invitees, licensees, guests, patrons and occupants to not use the Premises or any portion thereof: (i) in violation of any laws, insurance requirements (including without limitation those described in Section 4.3 below) or the certificate of occupancy or other licenses or certificates now or hereafter covering the Premises; (ii) in a manner which creates or permits a nuisance or trespass; (iii) in a manner which produces, reproduces, or transmits sounds audible outside the Premises; (iv) in a manner which obstructs or encumbers the sidewalks or other common areas; (v) in a hazardous or wasteful manner; (vi) in a manner which exceeds the floor load which such floor was designed, or is permitted by laws, to carry; (vii) to display or operate vending machines or coin or token operated amusement devices except for employees' use only; (viii) to conduct any auction, fire, bankruptcy, going out of business or similar sale (whether real or fictitious); (ix) in any manner which causes or permits any unreasonable noise, odors, fumes, dust or vapors to emanate or to be dispelled from the Premises; (x) for any type of business commonly called a "cut price" or "cut rate" store, "discount house or store," shooting gallery, flea circus or temporary toy or gift outlet; (xi) for the sale of lottery, raffle or other "chance" ticket; (xii) for any form of assignation or lewdness, or any form of establishment employing partially or totally nude entertainers, employees, waiters or waitresses, or any usage as an adult entertainment facility, massage parlor, bathhouse, or facility which caters to the prurient sale of books, magazines, other periodicals, or sex-centered objects; (xiii) for any cooking or baking; (xiv) in violation of the Condominium Documents (as hereinafter defined) or (xv) in any other manner which, in the reasonable judgment of Landlord,

adversely affects the character, operation, reputation or appearance of the Building or otherwise disturbs the other tenants of the Building.

4.2 **Reserved.**

4.3 **Sprinklers.** Landlord shall deliver the Premises with a working sprinkler system to the extent required by applicable code based on the layout of the space that the Premises are required to be in as part of the Delivery Condition. If any law, regulation or order, or if the National or New York Board of Fire Underwriters or any local Board of Fire Underwriters or insurance exchange (or other bodies hereafter exercising similar functions), or if any bureau, department, or official of the federal, state, and/or municipal governments, or if any fire insurance company shall, for any reason, require or recommend (i) the installation of fire extinguishers, a "sprinkler system", fire detection and/or prevention equipment (including, but not limited to, smoke detectors and heat sensors) in the Premises, (ii) any installation, changes, modifications, alterations (including installation of additional sprinkler heads or other equipment) for any sprinkler system, fire extinguishing system, and/or fire detection system now or hereafter installed in the Premises, or if any such installations, changes, modifications, alterations, sprinkler heads, or other equipment become necessary to prevent the imposition of a penalty, an additional charge or an increase in the fire insurance rate as fixed by said Board or Exchange, from time to time, then Tenant shall, promptly make such installations and/or changes, modifications and alterations so required or recommended, but the cost and expense thereof shall be split equally between the Tenant and Landlord (unless such installations and/or changes, modifications and alterations are required or recommended as a result of alterations made by Tenant and/or Tenant's particular use of the Premises, in which event the entire cost and expense thereof shall be Tenant's).

4.4 **Violations.** Tenant shall be responsible to remove, discharge or satisfy, within thirty (30) days after Tenant's receipt of notice of the placement or imposition thereof, by bond or otherwise, any and all violations, judgments or liens of any nature (collectively, "Violations"), which shall be placed by the State or City of New York or any other governmental entity having jurisdiction over the Building, or any of their respective agencies or judicial bodies, against the Premises and/or the Building or the Condo Unit, if such violations relate to the Premises or Tenant's use thereof, or if same were placed or imposed by reason of the acts or omissions of Tenant, its principals, agents, contractors, suppliers, employees, licensees, tenants, subtenants and/or invitees or were otherwise imposed during or with respect to the period constituting the Term. Failure by the Tenant to timely remove, discharge or satisfy such Violations shall be considered a material breach of this Lease and, in addition to Landlord's other remedies hereunder, Landlord shall have the right, at Tenant's cost and expense, to remove, discharge or satisfy same and bill Tenant for all costs incurred in connection therewith, which bills shall be due and payable upon demand, as Additional Rent hereunder. The terms of this Section 4.4 shall survive the expiration or earlier termination of this Lease.

5. **Assignment and Subletting.** Tenant shall not assign, sell, pledge, encumber, or otherwise transfer this Lease or its interests under this Lease or sublet all or any part of the Premises, without Landlord's prior written consent, which shall not be unreasonably withheld conditioned or delayed, as set forth below. Any assignment or sublease by Tenant in violation of this Lease shall be voidable by Landlord in its sole and absolute discretion. Any transfer in control or ownership of Tenant shall be deemed to be an assignment under this Lease and shall not be permitted except as expressly set forth herein.

A. If Tenant shall desire to assign this Lease or sublet all or any part of the Premises, Tenant shall, at least thirty (30) days prior to the effective date of any proposed assignment or the commencement of the term of any proposed sublease, by notice given in accordance with the notice provisions of this Lease ("Tenant's Notice"), furnish Landlord with (i) the name and address of the proposed subtenant or assignee;

(ii) a description identifying the space to be sublet; (iii) the terms, conditions and consideration of the proposed subletting or assignment; (iv) the nature and character of the business of the proposed subtenant or assignee and its proposed use of the Premises; (v) current financial information with respect to the proposed subtenant or assignee, including, without limitation, a current financial report; and (vi) any other information as Landlord may reasonably request with respect to the proposed subtenant or assignee.

B. Tenant's Notice shall be deemed an offer from Tenant to Landlord whereby Landlord may, at its option, terminate this Lease (in whole in the case of assignment, or in whole or in part, at Landlord's discretion, in the case of subletting), if the proposed transaction is an assignment, or a sublease of more than twenty-five (25%) percent of the rentable area of the Premises (or would result in the subletting of twenty-five (25%) of the rentable area of the Premises in the aggregate with all then-sublet space in the Premises, if any) for all or substantially all of the remaining Term of this Lease. Such option may be exercised by Landlord by giving written notice thereof to Tenant at any time within thirty (30) days after the date of the giving of Tenant's Notice. If Landlord exercises its option to terminate this Lease, then this Lease (in whole or in part, as the case may be) shall end and expire on the date that such assignment or subletting was to be effective or commence, as the case may be, and the Fixed Rent and additional rent shall be paid and apportioned to such date (and adjusted to reflect reduction in rentable area of the Premises in the case of a termination in part) and return Tenant's Security Deposit in accordance with, and subject to, the provisions of Section 24.1 hereof.

C. Upon Tenant's compliance with the provisions of Section A, if Landlord shall not have exercised its termination option as set forth in Section B, Landlord's consent shall not be unreasonably withheld, conditioned, or delayed to the proposed assignment or subletting, provided and upon condition that:

(i) the assignee or sublessee shall have a financial condition and experience in operating the Permitted Use as is reasonably acceptable to Landlord and in no event less than that of Tenant as of the date of this Lease;

(ii) the assignee or sublessee shall have a good business reputation;

(iii) the assignee or sublessee proposes to and shall use the Premises only for the Permitted Use and which (a) would not violate or conflict with any restrictions or "exclusives" then affecting the Building, and (b) in Landlord's reasonable opinion would be appropriate for a building such as the Building;

(iv) the proposed assignee or sublessee is not (a) an entity who is then a tenant in the Building or another building within a one (1) mile radius of the Building owned by Landlord or an affiliate of Landlord ("Competing Building"), or an entity with which Landlord or an affiliate of Landlord is then negotiating or within the six (6) months prior has negotiated for space in the Building or in any Competing Building;

(v) Tenant shall not publicly list the Premises to be sublet or assigned with a broker, agent or other entity, or otherwise offer the Premises for subletting, at a rental rate less than the base annual rent which Landlord is then advertising space available for direct lease in the Building;

(vi) Tenant shall not be in default under this Lease beyond applicable notice and cure periods, either at the time Landlord's consent to such assignment or subletting is requested or on the date of commencement of the term of such proposed sublease or on the effective date of the proposed assignment; and



(vii) if a subletting, the subletting is made subject to all of the obligations of Tenant under this Lease and, without limiting the generality of the foregoing, the sublease specifically provides that there shall be no further subletting of the sublet premises or an assignment thereof other than in strict accordance with the terms of this Section 5.

D. Tenant shall furnish Landlord with a copy of an executed counterpart of each sublease within ten (10) days after the date of its execution. No sublease shall be valid and no subtenant shall take possession of the Premises or any part thereof until such executed counterpart has been delivered to Landlord. The form of sublease shall be reasonably acceptable to Landlord and shall provide for a sublease term ending not later than one (1) day prior to the expiration date of the current lease term. Such sublease shall further 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 a termination, re-entry or dispossession by Landlord under this Lease, Landlord may, at its option, succeed to 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, provided, however, that Landlord shall not (i) be liable for any previous act or omission of Tenant under such sublease, (ii) be subject to any offset not expressly set forth in such sublease which theretofore accrued to such subtenant against Tenant, (iii) be liable for any work, alterations, allowances or other concessions required to be performed or provided by Tenant as sublessor under such sublease, or (iv) be bound by any previous prepayment of more than one month's fixed rent under such sublease.

E. Tenant shall furnish Landlord with a counterpart of each assignment within ten (10) days of the date of its execution. No assignment shall be binding upon Landlord and no assignee shall take possession of the Premises or any part thereof unless Tenant shall, concurrent with the delivery of an executed counterpart of such assignment, deliver to Landlord an agreement executed by the assignee, in appropriate form for recording, whereby such assignee agrees unconditionally to be bound by and to perform all of the obligations of Tenant under this Lease arising after the date of the assignment and further agrees that notwithstanding such assignment, the provisions of this Section 5 shall continue to be binding upon such assignee with respect to all future assignments and transfers.

F. Tenant shall pay, as Additional Rent, Landlord's reasonable out-of-pocket costs incurred in connection with any subletting or assignment proposed by Tenant, whether or not consented to by Landlord, including, without limitation, reasonable attorneys' fees and the costs of credit checks and reports, in an amount not to exceed \$3,500.00 with respect to attorney's fees. Such Additional Rent shall be payable by Tenant within ten (10) days after Landlord's demand therefor and as a condition of Landlord's written consent to subletting or assignment.

G. In the event of any assignment or subletting under this Lease, Tenant shall pay to Landlord, as Additional Rent:

(a) in the case of an assignment, an amount equal to fifty percent (50%) of all sums paid to Tenant by the assignee for or by reason of such assignment, including, without limitation, sums paid for the sale of Tenant's alterations or other Tenant's property to the extent such sums paid for such alterations or other property exceed the then net unamortized or un-depreciated cost thereof determined on the basis of Tenant's federal income tax returns and less Tenant's other reasonable costs actually incurred in connection with the assignment, including actual brokerage and attorneys' fees; and

(b) in the case of a sublease, fifty percent (50%) of any rents, additional charges or other sums payable under the sublease(s) to Tenant by the subtenant(s) which exceed the Fixed Rent and

Additional Rent (at the rate per square foot payable by Tenant under this Lease) accruing under this Lease during the term of the sublease(s) in respect of the entire subleased space including, without limitation, sums paid for the sale or rental of Tenant's alterations or other Tenant's property (including Tenant's trade fixtures), less, in the case of the sale thereof, the then net unamortized or un-depreciated cost thereof determined on the basis of Tenant's federal income tax returns) and less Tenant's other reasonable costs actually incurred in connection with the subletting, including actual brokerage and attorneys' fees and costs of outfitting the subleased premises for the subtenant.

The sums payable under this Section G shall be paid to Landlord as and when paid to Tenant by the assignee or subtenant, as the case may be.

H. Notwithstanding any assignment of this Lease or subletting of all or any portion of the Premises, Tenant shall remain directly and primarily liable for the payment of the Fixed Rent and additional rent due and to become due under this Lease and the terms, provisions, and conditions contained in this Lease on the part of Tenant to be performed. The consent by Landlord to an assignment or subletting shall not in any way be construed to relieve Tenant from its obligation to obtain the consent in writing of Landlord to any further assignment or subletting. If Tenant assigns, transfers, mortgages or encumbers this Lease or any interest therein or sublets all or any portion of the Premises in violation of the provisions of this Section 5, or if the Premises are occupied by anyone other than Tenant, Landlord may collect rent from any such assignee, sublessee or anyone who claims a right to this Lease or who occupies the Premises, and Landlord may apply the net amount collected to the Fixed Rent and additional rent, and no such collection shall be deemed a waiver by Landlord of any of the terms, provisions, and conditions contained in this Section 5 nor an acceptance by Landlord of any such assignee, sublessee, claimant or occupant as Tenant, nor be deemed to release Tenant from the further performance of all of Tenant's obligations under this Lease. If Landlord shall decline to give its consent to any proposed assignment or subletting, Tenant shall indemnify and hold harmless and defend Landlord from and against any claims, demands, liabilities, costs and expenses arising from or relating to any claims that may be made against Landlord by the proposed assignee or sublessee or by any brokers or other persons claiming a commission or similar compensation in connection with the proposed assignment or sublease. The listing of any name other than that of Tenant on the doors of the Premises, the Building directory or elsewhere shall not vest any right or interest in this Lease or in the Premises, nor be deemed to constitute Landlord's consent to any assignment or transfer of this Lease or to any sublease of the Premises or to the use or occupancy thereof by others. Any such listing shall constitute a privilege revocable in Landlord's discretion by notice to Tenant.

## 6. Maintenance of the Premises: Utilities.

6.1 Obligations of Tenant. Tenant shall keep and maintain the Premises and appliances, fixtures and equipment therein in a clean, safe and sanitary condition in good quality appearance and in good order, condition and repair, and shall take good care thereof; and shall suffer no waste or injury thereto. Without limiting the foregoing, and notwithstanding anything in this Lease to the contrary, Tenant, at Tenant's sole cost and expense, shall perform all maintenance, repairs and replacements, ordinary and extraordinary, foreseen and unforeseen with respect to the Premises which are not the express obligation of Landlord under Section 6.2, which obligations of Tenant shall include, without limitation, the non-structural portions of the Premises (including those elements installed as part of Landlord's Work), and any and all appurtenances thereto wherever located, including, without limitation, the interior walls, the interior surfaces of the exterior walls, all doors, door frames, door checks, other entrances, windows, window frames, plate glass, all wall coverings, floor coverings, ceilings, Tenant's alterations, all building systems, including all plumbing and sewage facilities located within or exclusively serving the Premises and free flow up to the public sewer line, ventilation, heating and air conditioning and electrical systems located

within or exclusively servicing the Premises, sprinkler and fire alarm systems located within or exclusively servicing the Premises, all appliances, furniture, equipment located in the Premises, and shall perform periodic maintenance of such systems as often as is commercially reasonable and shall maintain commercially reasonable maintenance contracts for the periodic maintenance of such building systems. A current copy of said service agreement, or a certificate evidencing same, shall be provided to Landlord during the Term upon request (provided, however, that Landlord shall have the right, but not the obligation, to maintain such contracts and, in such event, Tenant shall reimburse Landlord for the cost thereof upon demand. In addition, Tenant shall make all repairs, replacements, renewals and restorations, interior and exterior, ordinary and extraordinary, foreseen and unforeseen, which are required (i) to be made in and to the Premises and/or the Building and/or the Property as a result of the negligent or otherwise tortious act or omission of Tenant, its principals, agents, employees, subtenants, licensees, invitees, residents or contractors or (ii) to be made to anything which was installed or altered by Tenant. All repairs and replacements made by Tenant shall be of good quality. Landlord shall have the right (but not the obligation) to perform any of the repairs or replacements required to be performed by Tenant hereunder which are structural or affect the building systems, in which event, the expense thereof, plus an administrative charge equal to ten percent (10%) thereof, shall be payable to Landlord by Tenant as Additional Rent upon Tenant's receipt from Landlord of a bill therefor.

6.2 **Obligations of Landlord.** Landlord shall be obligated to repair only the structural elements of the Condo Unit, which shall mean the load-bearing walls, the foundation and the roof; provided, however, that Landlord shall not be required to make any such repairs occasioned by the negligent or otherwise tortious act or omission of Tenant, its principals, agents, employees, subtenants, licensees, invitees, residents or contractors or to any thing which was installed or altered by Tenant. Landlord shall not be liable by reason of any injury or interference with Tenant's business arising from the making of any repairs, alterations, additions or improvements in or to the Premises, or the Building, or to any appurtenances or equipment therein. Landlord shall not be required to render any services to Tenant or to make any repairs or replacement to the Premises, except as expressly provided in this Section 6.2. Tenant shall promptly report in writing to Landlord any defective condition which Landlord is required to repair, and Landlord's obligation to repair as set forth in this section is conditioned upon (i) receipt by Landlord of such written notice, and (ii) Tenant not then being in default under this Lease. Notwithstanding the foregoing or anything in this Lease to the contrary, Landlord's obligations shall be deemed satisfied under this Section if Landlord uses commercially reasonable efforts to enforce against the Condominium, Landlord's rights under the Condominium Documents (as hereinafter defined) as the owner of the Condo Unit with respect to such maintenance and repair so as to cause the Condominium to perform such maintenance and/or repairs, as necessary, as more particularly set forth in Section 24.24.

6.3 **Notice of Defective Condition.** Tenant shall give Landlord prompt notice of any known defective condition in any plumbing or heating, ventilation or air conditioning system or any electrical lines located in, servicing or passing through the Premises or any other material defective condition affecting the Premises, regardless of whether the obligation to make the repair thereof is Landlord's or Tenant's.

6.4 **Utilities and Services.**

6.4.1 **Utilities.** Except to the extent part of Landlord's Work, commencing the Commencement Date, Tenant shall be solely responsible for the setting up of, and shall pay when due all costs, charges, deposits and assessments related to, the furnishing, consumption, maintenance and installations of gas, cold water, hot water, sewer, electricity, fuel, oil, light, heat, air conditioning, power, telephone, and any other utilities or services (collectively, "Utilities") attributable to or servicing the Premises, whether located in or outside the Premises. Tenant shall pay the provider directly of all costs of any separately metered utility; in the event a utility is submetered, Tenant shall pay the costs of such utility,

as invoiced by Landlord to Tenant from time to time, or directly to the provider thereof, at Landlord's election; in such event, the CAM shall not include water costs. Notwithstanding anything in this Lease to the contrary and without limiting the other provisions of this Lease, Landlord shall have no liability to Tenant or any other party for any inadequacy, cessation, or interruption of any Utilities or services. Tenant shall not install or utilize any equipment that may or will exceed or overload the capacity of any Utilities furnished or servicing the Premises or Building.

6.4.2 Trash Removal. Without limiting the foregoing, Tenant, at its sole cost and expense, shall be responsible for all trash removal from the Premises. Tenant shall not place or permit to be placed on the sidewalks or any other portion of the Building or Land not leased hereunder, any trash, debris or other items and shall promptly remove the foregoing from such property if so placed. Tenant shall perform such services in a prompt and workmanlike manner.

6.4.3 Pest Extermination. Without limiting the foregoing, Tenant, at Tenant's sole cost and expense, shall employ a reputable pest extermination contractor, reasonably approved by Landlord, to service the Premises on no less frequently than a quarterly basis. Tenant shall provide Landlord, upon Tenant's receipt of Landlord's written request for same, a certified copy of any and all pest extermination contracts Tenant enters into for the Premises, and Tenant shall also provide Landlord statements indicating the extermination services that were provided in the Premises.

6.4.4 If Tenant fails to perform any of its obligations under this Section 6 or elsewhere in this Lease in the manner required under this Lease, then without waiving such default or limiting Landlord's remedies with respect thereto, such obligation same may be performed by Landlord (but Landlord shall have no obligation to perform same) and the expense thereof, plus an administrative charge equal to ten percent (10%) thereof, shall be payable to Landlord by Tenant as Additional Rent upon Tenant's receipt from Landlord of a bill therefor.

6.5 Windows: Scaffolding. If at any time any windows in the Premises are temporarily closed, darkened or bricked-up for any reason whatsoever (including, but not limited to, Landlord's acts), or permanently closed, darkened or bricked-up to make any repairs to the Property or the Premises or satisfy the requirements of any existing or future laws, Landlord shall not be liable to Tenant for any damages that Tenant may sustain thereby, and Tenant shall not be entitled to any compensation therefor nor abatement or rent, additional rent or other charges, nor shall the same release Tenant from its obligations hereunder or constitute an actual or constructive eviction of the Tenant. Similarly, scaffolding may be erected and remain in front of the Premises for so long as any work to the Building is being performed or may in the future be performed by or on behalf of Landlord, and Tenant shall not have any claim against Landlord or be entitled to any offset, abatement or deduction whatsoever by reason of same. Tenant shall not clean nor require, permit, suffer or allow any window in or of the Premises or Building to be cleaned from the outside in violation of Section 202 of the Labor Law or any other applicable laws or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

6.6 Obstruction, No Light, Air or View Easement. Tenant recognizes and agrees that no easement for light, air or view is included in this demise, and any diminution or shutting of light, air or view by any structure presently or hereafter erected on lands adjacent to the Premises (whether or not owned by the Landlord) shall in no way affect this Lease or Tenant's obligations hereunder or impose any liability of any kind upon the Landlord.

7. **Tenant Alterations.**

7.1 **Alterations.**

7.1.1 Tenant shall not make or permit others to make any alterations, additions or improvements, structural or otherwise in or to the Premises or the Building, without prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed provided the same do not, in the reasonable judgment of Landlord, adversely affect the building systems and/or are not visible from the exterior of the Premises. Notwithstanding the foregoing, Landlord's consent shall not be required (but all other provisions of this Article 7 shall apply thereto) for (each a "Cosmetic Alteration"): (i) non-structural changes to the Premises which cost less than \$5,000 in each instance or (ii) minor changes to the Premises such as painting, wall papering, installation of cabinets, shelves and any and all movable equipment, furniture, decorations, furnishings and other personal property that is not affixed to the Premises. All of Tenant's alterations and additions and installation of furnishings shall be coordinated with any work being performed by Landlord if any in such manner as to maintain harmonious labor relations and not to damage the Building or the Premises or interfere with Building operation.

7.1.2 Except for work done by or through Landlord, Tenant shall, prior to commencement of any work (a) except for Cosmetic Alterations, deliver to Landlord plans and specifications for such work prepared by an architect duly licensed in the State of New York, which architect and plans and specifications shall be subject to Landlord's approval, (b) secure and deliver to Landlord copies of all necessary licenses and permits, (c) except for Cosmetic Alterations, deliver to Landlord a statement of the names of all its contractors and subcontractors and the estimated cost of all labor and material to be furnished by them, (d) obtain and carry an Owner's Interest insurance policy and insurance covering the work at full replacement cost with Landlord and its lender and its other designees as named insured/loss payee, as applicable, and cause each contractor to carry (i) worker's compensation insurance in statutory amounts covering all the contractor's and subcontractor's employees, (ii) comprehensive public liability insurance with such limits as Landlord may reasonably require, but in no event less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (and including Action-Over [a/k/a labor law] coverage) and (iii) property damage insurance with limits of not less than One Million Dollars (\$1,000,000) or combined single limit coverage of Two Million Dollars (\$2,000,000), umbrella coverage of not less than Three Million Dollars (\$3,000,000) covering all of the above (all such insurance to be written in companies approved by Landlord and insuring Landlord and its lender and other designees and agents and Tenant as well as the contractors, all the foregoing insurance shall be subject to all of the insurance requirements of Section 11.2 and shall contain waivers of subrogation in favor of Landlord), and the contractor shall cause the subcontractors to maintain such policies, and (e) deliver to Landlord certificates of all such insurance (including copies of the declaration pages of the policies or the full policies if requested by Landlord) evidencing all of the foregoing, including without limitation: (i) Landlord and its lender and agent and other designees as a certificate holder, (ii) that such policies will not be cancelled without thirty (30) days' notice to Landlord (or ten (10) days if the result on non-payment of the premium therefor) and (iii) in the case of liability insurance, showing Landlord and its lender and agent and other designees as a named insured. In addition, such contractors shall provide, and shall cause its subcontractors to provide, with respect to such work, standard indemnity and hold harmless agreements in favor of Landlord and its respective lenders, agents, designees, principals, directors, officers, members, and mortgagees. Tenant agrees to pay promptly when due the entire cost of any work done in the Premises by Tenant, its agents, employees, or contractors or subcontractors. All alterations, decorations, additions or improvements must: (i) conform to all rules and regulations established from time to time by the New York Property Insurance Underwriting Association and similar organizations, (ii) be made in full compliance with all applicable laws, ordinances, regulations, orders and permits of the Federal, State and City of New York and local and regional governments, (iii) be performed by properly licensed,

qualified and reputable contractors, subcontractors and workers reasonably approved by Landlord (and Landlord shall have the right in its sole discretion to designate the engineers, contractors and subcontractors for the mechanical, engineering and plumbing work and other work affecting any building systems of the Building and/or any structural elements of the Building), and (iv) be made in a good and workmanlike manner using materials, equipment and supplies of at least as good a quality as used in the original construction and improvement of the Building and the Premises. Landlord may inspect such work at any time or times and shall promptly give notice to Tenant of any observed defects, which Tenant shall promptly correct at Tenant's expense. All Tenant's installations shall be in accordance with applicable laws and code, and shall not conflict with or be in violation of, or cause any violation of Landlord's basic building plans and/or the construction of the Building, and all Tenant's installations shall be completed free of all liens and encumbrances. All permits which may be required by Tenant for Tenant's installations shall be procured and paid for by Tenant only after having obtained Landlord's written approval of such work, or, if Landlord shall deem the same advisable, Landlord may procure such permit and Tenant shall pay for the same. No plans and/or specifications required to be filed by Tenant pursuant to any work contemplated to be performed by it within the Premises shall be filed or submitted to any governmental authority having jurisdiction thereover without first having obtained Landlord's approval to the same not to be unreasonably withheld.

7.1.3 Tenant shall take steps required or permitted by laws to avoid the imposition of any mechanics' liens upon the Premises, or the Building. If, notwithstanding the foregoing, any mechanics' or material suppliers' lien or Notice of Unpaid Balance is filed against the Premises, or the Building, for work claimed to have been done for or materials claimed to have been furnished to Tenant, such lien shall be discharged by Tenant within thirty (30) days thereafter, at Tenant's sole cost and expense, by the payment thereof or by filing any bond required by law. If Tenant shall fail to discharge any such mechanics' or material suppliers' lien or other lien, Landlord may, at its option, discharge the same and Tenant hereby appoints Landlord as its attorney-in-fact, coupled with an interest, for such purpose and, in such event, Landlord shall treat the cost thereof as Additional Rent payable with the monthly installment of Rent next becoming due; it being hereby expressly covenanted and agreed that such discharge by Landlord shall not be deemed to waive or release the default of Tenant in not discharging the same.

7.2 **Indemnification.** Without limiting the other provisions of this Lease, Tenant shall indemnify, defend, and hold Landlord and its principals, officers, agents, lenders, mortgagees and employees harmless from and against any and all liabilities, losses, damages, costs and expenses, liens, claims or damages to person or property which arise directly or indirectly by reason of making any such alterations, decorations, additions or improvements. If any such alteration, decoration, addition or improvement is made without the prior written consent of Landlord as required in subparagraph 7.1, Landlord may correct or remove the same, and Tenant shall be liable for any and all expenses incurred by Landlord in the performance of such work. The provisions of this Section shall survive the expiration of earlier termination of this Lease.

7.4 **Surrender.** (a) All alterations, decorations, additions or improvements in or to the Premises or the Building made by either party shall immediately become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the end of the Term without disturbance, molestation or injury; provided, however, that Tenant shall remove, at the expense of Tenant, prior to the expiration of the Term, all movable trade fixtures, furniture, furnishings or equipment (but not alterations) installed in the Premises at the expense of Tenant (collectively, "Tenant's Property") and Tenant shall repair any damage caused by such removal. If such property of Tenant is not removed by Tenant prior to the expiration or termination of this Lease, then, at the election of Landlord in its sole discretion, the same shall be deemed abandoned and become the property of Landlord and shall be surrendered with the

Premises as part thereof and Landlord shall have the right to dispose or otherwise remove such property from the Premises and Tenant shall promptly pay Landlord all costs thereof. At the expiration of sooner termination of this Lease, Tenant shall assign all warranties of any equipment or machinery installed in the Premises.

(b) Notwithstanding the foregoing, if so elected by Landlord in its sole discretion, the following alterations shall be removed by Tenant and the Premises restored: (i) alterations installed in violation of the provisions of this Lease, and/or applicable laws; (ii) all alterations which Landlord has advised Tenant prior to Tenant's commencement of its construction of such alterations that Landlord will be requiring Tenant to remove such alterations.

(c) The provisions of this Section shall survive the expiration or earlier termination of this Lease.

8. **Signs; Furnishings.**

8.1 **Signs.** No sign, advertisement or notice or window displays shall be inscribed, painted, affixed or otherwise displayed on any part of the exterior or interior of the Building without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed (provided, however, that any neon or similar type signage shall be prohibited), subject to applicable laws and DOH Approvals. Notwithstanding the foregoing all signage, and the installation thereof, shall be subject to all applicable laws, the Condominium Documents, and the approval of the Condominium. If any sign, advertisement or notice which does not conform to the foregoing is nevertheless exhibited by Tenant, Landlord shall have the right to remove the same and Tenant shall be liable for any and all expenses incurred by Landlord in such removal. Tenant covenants and agrees that no sign shall be erected, maintained or displayed in violation of any law, regulation, agreement, condition, restriction, covenant or encumbrance of record. The installation of Tenant's signage (including without limitation, Tenant's exterior signage) shall be performed in a good and workmanlike manner (including without limitation, the proper sealing of the anchors) and otherwise in accordance with and subject to the provisions of Article 7 of this Lease. Tenant shall be solely responsible for the cost of all electricity used in connection with its signage (as more particularly set forth in Section 6.4.1), and such electricity shall either be on the same meter or submeter as the Premises or shall otherwise be on its own separate submeter or meter, in all events, at Tenant's sole cost. Without limiting the other provisions of this Lease, Tenant shall indemnify, defend, and hold Landlord and its principals, officers, agents, lenders, mortgagees and employees harmless from any losses, damages, costs and expenses, liens, claims or damages to person or property which may or might arise directly or indirectly by reason of the installation, maintenance and/or existence of Tenant's signage, including without limitation, the Tenant's exterior signage.

8.2 **Furnishings.** Landlord shall have the right to prescribe the weight and position of safes and other heavy equipment, furniture or fixtures, which shall, if considered necessary by the Landlord, stand on plank strips to distribute the weight. Any and all damage or injury to the Premises or the Building caused by moving the property of Tenant into, in or out of the Premises, or due to the same being on the Premises, shall be repaired by and at the sole cost of Tenant. Tenant agrees promptly to remove from the sidewalks and driveways adjacent to the Building any of the Tenant's Property. No furniture, equipment or other bulky matter of any description will be received into the Building or carried in the elevators except as approved by Landlord, and all such furniture, equipment, and other bulky materials shall be delivered only during hours approved by Landlord and only through the designated delivery entrance of the Building. All moving of the furniture, equipment and other materials shall be done at such times and on such days as Landlord may prescribe in order to minimize inconvenience to Landlord and the other tenants in the

Building or, otherwise, upon prior written consent of Landlord, and shall be performed under the direct control and supervision of Landlord who shall, however, not be responsible for any damage to or charges for moving the same. Tenant agrees promptly to remove from the sidewalks and driveways adjacent to the Building any of the Tenant's furniture, equipment or other material there delivered or deposited.

9. **Tenant's Equipment.** Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the Building or the risers or wiring installation and Tenant may not use any electrical equipment which will overload such installations. The change at any time of the character of electric service shall in no wise make Landlord liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustain. Tenant shall not install any equipment of any kind or nature whatsoever which will necessitate any changes, replacements or additions to, or in the use of the water system, heating system, plumbing system, ventilation system, sewer system, air conditioning or cooling system, security system (if any) or electrical system of the Premises or the Building without first obtaining the prior written consent of Landlord. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Landlord or to any tenant in the Building shall be installed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate such noise and vibration, and if such noise and/or vibration is not so eliminated Landlord shall have the right to require Tenant to remove such machines and/or equipment from the Premises, or the Building caused by such installation.

10. **Access; Inspection.** Landlord shall have the right and Tenant shall permit Landlord, and its leasing and managing agents and other representatives, to enter the Premises during business hours upon reasonable advance notice, without charge therefor to Landlord and without diminution of the Rent payable by Tenant, to examine, inspect and protect the Premises and the Building and to make such alterations and/or repairs as in the reasonable judgment of Landlord may be deemed necessary, or to exhibit the same to prospective tenants during the last year of the Term (and at any time after an Event of Default), and to exhibit the Premises, from time to time, to potential purchasers or lenders of the Property and other interested parties.

11. **Insurance.**

11.1 **Insurance Rating.** Tenant will not conduct or permit to be conducted any activity, or place any equipment in or about the Premises, or the Building which will, in any way, invalidate the insurance coverage in effect or increase the rate of fire insurance or other insurance on the Building; and if any invalidation of coverage or increase in the rate of fire insurance or other insurance is stated by any insurance company or the applicable Insurance Rating Bureau to be due to any activity or by equipment of Tenant in or about the Premises, the Building, such statement shall be conclusive evidence that the increase in such rate is due to such activity or equipment and, as a result thereof, Tenant shall be liable for such increase and shall reimburse Landlord therefore upon demand and any such sum shall be considered Additional Rent. Tenant shall not introduce or permit to be kept on the Premises or in the Building any dangerous, obnoxious, radioactive or explosive substance.

11.2 **Required Insurance.** Tenant, at Tenant's expense, shall as of the Commencement Date (or such earlier date that Tenant may be in possession or occupancy of the Premises) and thereafter throughout the Term, carry commercial general liability insurance against claims for bodily injury or death or property damage occurring in or about the Premises (including, without limitation, bodily injury, death or property damage resulting directly or indirectly from any change, alteration, improvement or repair thereof), with primary coverage limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and with umbrella coverage limits of \$5,000,000.00 for bodily injury or death to any number of persons in respect of any one accident or occurrence and property damage in respect of such accident or



occurrence. Such insurance shall conform to Tenant's actual use of the Premises. Tenant shall carry an "all-risk" property damage insurance policy for full replacement value for all of its equipment and other personalty and for all leasehold improvements which are made by Landlord or Tenant in and to the Premises (i.e., improvements and betterments coverage) and such other insurance as may be reasonably required by the holder, now or hereafter, of a mortgage on the Building. In addition, Tenant shall maintain the following insurance:

(1) Business interruption insurance with respect to any fire or other casualty that may occur at the Premises, in an amount equal to the annual rent and other sums payable pursuant to the terms of this Lease for a period of twelve (12) months, commencing with the date of loss;

(2) Workers compensation insurance, New York State disability benefits insurance, and any and all other statutory forms of insurance now or hereafter required by law, covering all persons employed in, on or about the Premises by Tenant;

(3) Omitted;

(4) Professional liability insurance with limits of not less than \$3,000,000 per occurrence, and \$5,000,000 in the aggregate;

(5) Such other and further insurance and amounts as Landlord may reasonably require or request from time to time.

Each insurance policy required to be maintained by Tenant under this Lease shall be written by an insurance company with a Best's Rating of A-, VII or better, or an equivalent rating by a similar or successor authority, and legally licensed and admitted to do business in the City and State of New York and reasonably approved by Landlord and, except with respect to Workers Compensation, shall name Landlord and Landlord's agent and lenders and other designees as named insureds, additional insureds and loss payees, as applicable.

**11.3 Waiver of Subrogation.** Landlord and Tenant agree that in the event the Land, Building, Premises or the contents thereof are damaged or destroyed by fire or other casualty, the rights, if any, of either party against the other with respect to such damage or destruction are waived to the extent covered by the insurance policies maintained by such party or required to be maintained by such party pursuant to the terms of this Lease, and that all policies of fire and/or extended coverage or other insurance covering the Premises or the contents thereof shall contain a clause or endorsement providing in substance that such insurance shall not be prejudiced if the assureds thereunder have waived the right of recovery from any person or persons prior to the date and time of loss or damage, if any.

**11.4 Insurance Certificate.** Certificates of insurance and receipts evidencing the coverage provided by, and payment for, such insurance (and including copies of such policies and/or the declaration pages of such policies, if requested by Landlord) shall be delivered to Landlord upon Tenant's execution and delivery of this Lease and thereafter at least annually by Tenant and each policy and certificate thereof shall contain an endorsement that will prohibit its cancellation prior to the expiration of thirty (30) days (or ten (10) days, in the case of cancellation due to non-payment of the premium therefor) after written notice of such proposed cancellation, reduction in coverage or expiration, as the case may be, to Landlord in accordance with policy requirements.

**12. Access Control.** Landlord may, at its option, provide an access control system or guard service for the Building during the Term; provided, however, that no representation or warranty or covenant with respect to the existence, adequacy, completeness or integrity of the access control system or guard services is made by Landlord, and any failure of the access control system or guard service in any way shall not modify or affect any of the terms of this Lease with respect to Landlord's liability to Tenant. The Landlord reserves the right to discontinue, modify, supplement or revise the access control system at any time its sole judgment.

**13. Liability.**

**13.1 No Liability.** Notwithstanding anything in this Lease to the contrary and without limiting Landlord's rights under the other provisions of this Lease, Landlord shall not be liable to Tenant, its employees, agents, contractors, business invitees, licensees, subtenants, customers, clients, family members or guests for any damage, compensation or claim based on loss, inconvenience or annoyance arising from the necessity of repairing any portion of the Premises, or the Building, the interruption in the use of the Premises, accident or damage resulting from the use or operation (by Landlord, Tenant or any other person or persons whatsoever) or for failure to furnish, or for delay, suspension or deduction in furnishing any of the utilities or services to be furnished by Landlord hereunder, including, but not limited to, elevators or heating, cooling, electrical or plumbing equipment or apparatus, or the termination of this Lease by reason of the destruction of the Premises, or from any fire, robbery, theft, mysterious disappearance and/or any other casualty, or from any leakage in any part or portion of the Premises, or the Building, or from water, rain or snow that may leak into, or flow from any part of the Premises, or the Building or from drains, pipes or plumbing work in the Building, or from any other cause whatsoever, or for any personal injury arising from the use, occupancy and condition of the Premises. Tenant shall not be entitled to any abatement or diminution of rent as a result of any of the foregoing occurrences, nor shall the same release Tenant from its obligations hereunder or constitute an eviction. Any goods, property or personal effects of Tenant, its employees, agents, contractors, business invitees, licensees, customers, clients, family members or guests, stored or placed in or about the Premises or the Building shall be at their risk, and Landlord shall not in any manner be held responsible therefor. The employees of Landlord are prohibited from receiving any packages or other articles delivered to the Building by, to or on behalf of Tenant, and if any such employee receives any such package or articles, such employee shall be the agent of the Tenant for such purposes and not of Landlord. Tenant acknowledges that Landlord will not carry insurance on Tenant's furniture, furnishings, fixtures, equipment and/or improvements in or to the Premises. Tenant shall give written notice forthwith to Landlord of any accident, damage, casualty, injury or emergency on or affecting the Premises and of any claim, action, threat or other proceeding against, arising from, or affecting Tenant, the Premises and/or the use or occupancy of the Premises by Tenant (or, to the extent an emergency occurs, by telephone or other means of immediate communication, to be followed promptly thereafter by a confirmatory writing). It is expressly understood and agreed that Tenant shall look solely to its business interruption, liability and property damage insurance policies, and not to Landlord, or its agents or employees, for reimbursement of any damages or losses incurred as a result of any of the foregoing occurrences, and that said policies must contain waiver of subrogation clauses as per Section 11.3 and that Tenant shall at least annually deliver to Landlord evidence of the foregoing.

**13.2 Indemnity.** Tenant shall indemnify, defend and hold Landlord and its principals, officers, agents, lenders, mortgagees and employees harmless from any losses, damages, liabilities, costs and expenses (including attorney's fees) incurred by or claimed against Landlord and/or such other indemnified party, directly or indirectly, which is in any way occasioned by or results from or in connection with (i) any default hereunder or any negligent or otherwise tortious acts, commissive or omissive on the part of Tenant, its principals, officers, agents, employees, contractors, invitees, subtenants, licensees, customers, clients,

family members and/or guests, and/or (ii) Tenant's or its subtenants' operation, use and/or occupancy of the Premises and/or the Building and/or the Land or in any other manner which relates to the business of Tenant (including, without limitation, the tradename of Tenant) and/or (iii) any occurrence, incident or matter occurring on or about the Premises. Any such cost, damage, claim, liability or expense incurred by Landlord for which the Tenant is obligated to reimburse Landlord shall be deemed Additional Rent due and payable upon demand. Without limiting the foregoing, Tenant shall reimburse Landlord for any and all costs and expenses (including attorneys' fees) incurred in enforcing this Lease. It is expressly understood and agreed that Tenant's liability under this Lease extends to the negligent or otherwise tortious acts, commissive or omissive, of any subtenant and any principal, officer, agent, employee, contractor, invitee, licensee, customer, client, family member and guest of any subtenant. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

14. **Rules and Regulations.** Tenant, its principals, officers, agents, employees, contractors, invitees, licensees, customers, subtenants, clients, family members and guests shall at all times abide by and observe the rules and regulations, as Landlord may promulgate from time to time, with a copy sent to Tenant, for the operation and maintenance of the Building. Nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce such rules and regulations, or the terms, conditions or covenants contained in any other lease, against any other tenant, and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its employees, agents, contractors, invitees, licensees, customers, clients, family members or guests. If there is any conflict between the provisions of this Lease and any current or future rules and regulations, this Lease shall govern.

15. **Damage: Condemnation.**

15.1 **Damage to the Premises**

A. Tenant shall give prompt notice to Landlord in case of fire or other casualty in the Premises. If (a) so much of the Building is damaged or rendered untenable (whether or not the Premises or any portion thereof shall be damaged) by fire or other cause that Landlord shall determine not to restore the same or to demolish the remainder thereof, (b) all or a portion of the Premises shall suffer substantial damage or be rendered untenable by fire or other casualty and Landlord shall determine (i) that such portion of the Premises cannot reasonably be expected to be restored or rendered tenable under a normal working schedule within a period (the "Restoration Period") equal to the lesser of (A) six (6) months after the occurrence of such damage or destruction and (B) by such time such that after the completion thereof there will remain at least three (3) months in the Term, or (ii) that a ground lessor or fee mortgagee will not permit Landlord to apply the net proceeds of Landlord's insurance to the restoration of the Premises; or (c) so much of the Building shall be damaged, such that Tenant's access to and use and enjoyment of the Premises shall be rendered substantially impossible, whether or not the Premises shall be damaged, and Landlord shall determine that the same cannot reasonably be expected to be restored or rendered tenable under a normal working schedule within the Restoration Period, then and in any such event Landlord shall have the right to terminate this Lease by notice to Tenant, in which event the Term shall expire by lapse of time upon the date which is thirty (30) days after such notice is given and Tenant shall vacate the Premises and surrender the same to Landlord in the manner required under this Lease upon the expiration or termination of this Lease (except that the Premises need not be broom clean and except that those portions of the building systems damaged by such fire or casualty need not be in working order). Upon the termination of this Lease under the conditions provided for in this Section, Tenant's liability for Rent shall cease as of the effective date of such termination. Tenant hereby expressly waives the provisions of Section 227 of the New York Real Property Law or any like law which may hereafter be enacted and agrees that the foregoing provisions of this Section shall govern and control in lieu thereof, this Section being an express agreement governing any case of damage or destruction of the Demised Premises by fire or other

casualty.

B. If the Building or the Premises, or any portion thereof, is damaged by fire or other casualty and this Lease is not terminated pursuant to Section 15.1.A, Landlord, promptly after the occurrence of such damage and the determination of the net amount of insurance proceeds available, shall use due diligence to restore the Building as nearly as possible to its condition prior to such fire or other casualty. In no event shall Landlord be obligated to repair or restore Tenant's alterations, or Tenant's personal property, furniture, furnishings and/or equipment. Tenant shall cooperate with Landlord's restoration by removing from the damaged portion of the Premises as promptly as reasonably possible, all of Tenant's salvageable inventory and movable equipment, furniture, and other property.

C. During the period that Tenant is deprived of the use of the Premises or the damaged portion of the Premises, as applicable, Tenant shall be not entitled to an abatement of rent, but shall look solely to its insurer with respect thereto. Without limiting the foregoing, no damages, compensation or claims shall be payable by Landlord for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises.

D. Tenant acknowledges that Landlord will not carry insurance of any kind on Tenant's alterations or furniture, furnishings, finishes or wall coverings and/or fixtures, equipment, and improvements, and agrees that Landlord shall not be obligated to repair any damage thereto or to replace the same.

E. Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty.

15.2 **Condemnation.** If the whole of the Premises (or use of occupancy of the Premises) shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including sale under threat of such a taking), or if Landlord elects to convey title to the condemnor by a deed in lieu of condemnation, then the term of this Lease shall cease and terminate as of the date when title vests in such governmental or quasi-governmental authority and the Rent shall be abated on the date when such title vests in such governmental or quasi-governmental authority. If (i) only a part of the Premises is taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (including sale under threat of such a taking), and the condemnation award is insufficient to restore the remaining portion of the Premises or if such award must be applied to repay any mortgages, now or hereafter, encumbering the Building or the Land, or (ii) whether or not a portion of the Premises is taken, a portion of the Building or the Property is taken and Landlord deems it commercially unreasonable to continue leasing all or a portion of the remaining space in the Building, or (iii) a substantial portion of the Premises is so taken, and it is commercially impossible for Tenant to continue its business within the Premises, then Landlord in the case of (i) and (ii) above and Tenant in the case of (iii) above, shall have the right to terminate this Lease on the date when title vests in such governmental or quasi-governmental authority. For purposes of this subparagraph 15.2, a substantial part of the Premises shall be considered to have been taken if more than twenty (20%) percent of the Premises are unusable by Tenant as a direct result of such taking.

15.2.1 If this Lease is not so terminated after a partial condemnation, then after the date when the condemned portion of the Premises is delivered to the condemnor, the Fixed Rent and Additional Rent accruing after the date of such taking shall be reduced in the proportion which the condemned area bears to the entire area of the Premises and Landlord shall restore the structural elements of remaining portion of the Premises.

15.2.2 Tenant shall have the right to claim against the condemnor only for removal and moving expenses and business dislocation damages which may be separately payable to tenants in general under New York law, provided such payment does not reduce the award otherwise payable to Landlord. Subject to the foregoing, Tenant hereby waives all claims against Landlord with respect to a condemnation, and hereby assigns to Landlord all claims against the condemnor, including, without limitation, all claims for diminution in the value of Tenant's leasehold estate.

16. **Insolvency and/or Bankruptcy of Tenant.**

16.1 **Events of Insolvency and/or Bankruptcy.** Each one or more of the following shall be an "Event of Default" under this Lease:

A. Tenant's becoming insolvent, as the term is defined in Title 11 of the United States Code, entitled Bankruptcy, 11 U.S.C. Paragraph 101 *et seq.* (the "Bankruptcy Code"), or under the insolvency laws of any State, District, Commonwealth or Territory of the United States (the "Insolvency Laws") or otherwise;

B. The appointment of a receiver, trustee or custodian for all or a substantial portion of Tenant's property or assets, or the institution of a foreclosure action upon all or a substantial portion of Tenant's real or personal property;

C. The filing of a voluntary petition under the provisions of the Bankruptcy code or Insolvency Laws or the filing of a petition for reorganization governed by Insolvency Laws, the filing of an application for voluntary liquidation or dissolution applicable to banking institutions or such other institutions;

D. The filing of an involuntary petition against Tenant as the subject debtor under the Bankruptcy Code or Insolvency Laws, which is either not dismissed within thirty (30) days of filing, or results in the issuance of an order for relief against the debtor, whichever, is earlier;

E. Tenant's making or consenting to an assignment for the benefit of creditors or a common law composition of creditors.

16.2 **Landlord's Remedies.** Landlord, in the event of such an Event of Default, shall have, without need of the notice otherwise set forth therein, the rights enumerated in Section 17 and all other rights at law or in equity.

17. **Default of Tenant.**

17.1 **Events of Default.** In addition to the Events of Default set for the in subparagraph 16.1 hereof, each one or more of the following shall be an "Event of Default" under this Lease:

A. If Tenant shall fail to pay when due any Rent (including Fixed Rent and Additional Rent) or any other payment required under this Lease, whether or not demand has been made therefore;

B. If Tenant shall violate or fail to perform any of the other terms, conditions, covenants or agreements herein made by Tenant, thirty (30) days after Landlord's written notice thereof to Tenant;

C. If Tenant fails to operate the Permitted Use in the Premises within thirty (30) days after the Rent Commencement Date, or at any time during the Term abandons or vacates the Premises or removes or manifests an intention to remove any of Tenant's goods or property therefrom other than the reasonable substitution and replacement of furniture and equipment in the ordinary course of business not to exceed a period of thirty (30) days;

D. If Tenant assigns or hypothecates this Lease or any interest herein, or sublets the Premises, or any part thereof, or if Tenant attempts to do any of the foregoing, in contravention of the terms, covenants, provisions and conditions of this Lease.

E. Any one or more individuals or entities comprising Guarantor (as hereinafter defined) dies or becomes or is declared (i) insolvent, or (ii) mentally incompetent or otherwise incapacitated; and/or the Guaranty (as hereinafter defined) is adjudicated unenforceable to any extent.

**17.2 Landlord's Remedies.** Should an Event of Default occur under this Lease, Landlord (notwithstanding any former breach of covenant or waiver thereof in a former instance), in addition to all other rights and remedies available to it by law or equity or by any other provisions hereof, may at any time thereafter pursue and shall be entitled to, once or more often, any one or more of the following remedies:

**17.2.1 Termination of Lease.** Landlord may terminate this Lease upon ten (10) days' notice to Tenant and on the date specified in such notice, this Lease and the Term hereby demised and all rights of Tenant hereunder shall expire and terminate without any right of Tenant to save the forfeiture, and Tenant shall thereupon quit and surrender possession of the Premises to Landlord in the condition elsewhere herein required and Tenant shall remain liable to Landlord as hereinafter provided.

**17.2.2 Suit for Possession/Reletting of Premises.** Whether or not Landlord terminates this Lease, Landlord may, without further notice, enter upon and repossess the Premises, by summary proceedings or ejectment, and may dispossess Tenant and remove Tenant and all other persons and property from the Premises and may have, hold and enjoy the Premises and the rents and profits therefrom. Landlord may relet the Premises, or any part thereof, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such terms (which may include concessions or free Rent) as Landlord in its sole discretion and good faith may determine. Landlord may, in connection with any such reletting, cause the Premises to be decorated, altered, divided, and/or consolidated with other space or otherwise changed or prepared for reletting. No reletting shall be deemed a surrender and acceptance of the Premises.

**17.2.3. Acceleration of Payments.** Upon such termination of the Lease or reentry by Landlord, Landlord may declare to be immediately due and payable, on account of the Rent and other charges herein reserved for the balance of the Term (taken without regard to any early termination of the Term on account of default), a sum equal to the Accelerated Rent Component (as hereinafter defined), and Tenant shall remain liable to Landlord as hereinafter provided. For purposes hereof, the Accelerated Rent Component shall mean the aggregate of the following items:

A. The Fixed Rent otherwise payable for the period which otherwise would have constituted the unexpired portion of the Term, plus all Additional Rent and other charges, payments, costs and expenses herein agreed to be paid by Tenant up to the end of the Term which

shall be capable of precise determination at the time of Landlord's election to recover such amounts; and

B. the adjudicating court's good faith estimate of all Additional Rent charges, payments, costs and expenses herein agreed to be paid by Tenant up to what otherwise would have been the expiration of the Term which shall not be capable of precise determination as aforesaid (and for such purposes no estimate of any component of Additional Rent to accrue pursuant to the provisions of Section 3 hereof shall be less than the amount which would be due if each such component continued at the highest monthly rate or amount in effect during the twelve (12) months immediately preceding the default).

17.3 **Measure of Damages.** In the event that Landlord has not elected to have Tenant pay the Accelerated Rent Component, Tenant shall, with respect to all periods of time up to and including the what otherwise would have been the expiration of the Term, remain liable to Landlord as follows:

A. In the event of termination of this Lease on account of Tenant's default or breach, Tenant shall remain liable to Landlord an amount equal to the Rent and other charges payable under this Lease by Tenant as if this Lease were still in effect, less the net proceeds of any reletting actually collected, after deducting all costs incident thereto (including, without limitation, all repossession costs, brokerage and management commissions, operating and legal expenses and fees, alteration costs and expenses of preparation for reletting), and to the extent such damages shall not have been recovered by Landlord by virtue of payment by Tenant of the Accelerated Rent Component (but without prejudice to the right of Landlord to demand and receive the Accelerated Rent Component), such damages shall be payable to Landlord monthly upon presentation to Tenant of a bill for the amount due.

B. In the event and so long as this Lease shall not have been terminated after default or breach by Tenant, the Rent and all other charges payable under this Lease shall be reduced by the net proceeds of any reletting by Landlord (after deducting all costs incident thereto as above set forth) and by any portion of the Accelerated Rent Component paid by Tenant to Landlord, and any amount due to Landlord shall be payable monthly upon presentation to Tenant of a bill for the amount due.

17.4 **No Responsibility to Relet.** Landlord shall in no event be responsible or liable for any failure to relet the Premises, or any part thereof, or for any failure to collect any Rent due upon a reletting and nothing in this Lease shall be construed to the contrary. Notwithstanding anything in this Lease to the contrary, and without limiting the foregoing, except to the extent required by any non-waivable provision of applicable law, Landlord shall have no obligation to mitigate its damages under this Lease.

17.5 **Additional Damages.** Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove and obtain as damages incident to a termination of this Lease, in any bankruptcy, reorganization or other court proceedings, the maximum amount allowed by any statute or rule of law in effect when such damages are to be proved.

17.6 **No Waiver.** No waiver by Landlord of any breach by Tenant of any of Tenant's obligations, agreements or covenants herein shall be a waiver of any subsequent breach or of any obligation, agreement or covenant, nor shall any forbearance, delay or failure by Landlord to seek a remedy for any breach by Tenant be a waiver by Landlord of any rights, powers or remedies with respect to any subsequent breach.

17.7 **Right of Landlord to Cure Tenant's Default.** If Tenant defaults in the making of any payment or in the doing of any act herein required to be made or done by Tenant, then Landlord may, but

shall not be required to, make such payment or do such act, and charge the amount of the expense thereof, plus interest at the Interest Rate, if made or done by Landlord. Such payment shall constitute Additional Rent hereunder due and payable with the next monthly installment of Rent; but the making of such payment or the making of such action by Landlord shall not operate to cure such default or to estop Landlord from the pursuit of any remedy to which Landlord would otherwise be entitled.

17.8 **Remedies Cumulative.** No right, power or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right, power or remedy herein or by law provided, but each shall be cumulative and in addition to every other right, power or remedy given herein or now or hereafter existing at law, in equity, or by statute. No single, partial or full exercise of any right hereunder by Landlord shall preclude other or further exercise thereof.

18. **Surrender; Holding Over.** Upon the expiration or earlier termination of this Lease, Tenant shall vacate the Premises and surrender the same broom clean, in the same or better order and condition in which it is on the Commencement Date (and if better, the condition on which it is after Tenant's completion of the Initial Alterations), reasonable wear and tear excepted, free of all tenancies, subtenancies, occupants, residents and personal property of any party other than Landlord. If Tenant retains possession of the Premises, or any part thereof, or otherwise does not surrender the Premises to Landlord in the condition and manner required under this Lease, upon termination of this Lease by expiration of the Term or otherwise, Tenant shall, by virtue of the provisions hereof, become a tenant at sufferance on all of the terms and conditions of this Lease, except that Tenant shall pay as Rent for any month or partial month of such holdover as payment towards damages (and not as a penalty) for such wrongful retention, an amount equal to twice the monthly Fixed Rent and Additional Rent payable for the month immediately preceding the month of such holdover. In addition, if Tenant remains in the Premises (or otherwise does not so surrender the Premises) for more than thirty (30) days after written demand from Landlord to vacate after termination of this Lease by expiration of the Term or otherwise, Tenant shall also pay Landlord (in addition to the amount of Fixed Rent and Additional Rent set forth in the immediately preceding sentence) all other damages, costs and expenses sustained by Landlord by reason of Tenant's wrongful retention, including without limitation, any direct, indirect and consequential damages, including, without limitation, any losses incurred due to Landlord's delay in preparing or delivering the Premises to a new tenant.

19. **Reserved.**

20. **Consents.** Tenant sole remedy for Landlord's failure to provide consent where required under this Lease shall be injunctive relief.

21. **Covenants of Landlord; Reservations.**

21.1 **Quiet Enjoyment.** Landlord covenants that it has the right to make this Lease for the Term aforesaid, and that if Tenant shall pay the Rent and perform all of the covenants, terms, conditions and agreements of this Lease to be performed by Tenant, Tenant shall, during the Term hereby created, freely, peaceably and quietly occupy and enjoy the full possession of the Premises without molestation or hindrance by Landlord, or any party claiming through or under Landlord, subject, nevertheless, to the terms, covenants, conditions and provisions of this Lease (including, without limitation, the terms of subparagraph 21.2 hereof) and to all mortgages, agreements, conditions, restrictions and encumbrances affecting the Premises.

21.2 **Reservation.** Landlord hereby reserves to itself and its successors and assigns the following rights (each of which are hereby consented to by Tenant): (i) to change the street address and/or name of the



Building and/or the arrangement and/or location of entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets, or other public parts of the Building, provided Tenant's use of the Premises is not unreasonably impaired and provided that any such changes do not result in Tenant's use of the Premises for the Permitted Use being non-compliant with New York City Department of Health and Mental Hygiene (DOHMH) regulations; (ii) to erect, use and maintain wires, pipes and other conduits in and through the Premises and (iii) to grant to anyone the exclusive right to conduct any particular business or undertaking in the Building, provided the same does not materially interfere with Tenant's business. In addition to and without limiting the foregoing, Landlord hereby reserves the right to alter the layout of the Building and to erect additional stories on the Building and to erect and permit the erection of structures adjacent to the Building and to perform and construct all other improvements, renovations, constructions and improvements in, on, to or adjacent to the Building and the Property and adjacent properties as Landlord shall desire and the occurrence of the foregoing shall in no way affect this Lease or Tenant's obligations hereunder or impose any liability of any kind upon the Landlord or be deemed to be a constructive eviction or otherwise, provided that in exercising its rights under this Section, (i) Landlord shall use commercially reasonable efforts to minimize interference with Tenant's operations of the Premises, and (ii) Landlord shall not materially alter the square footage of the Premises. Without limiting the effect of this Section or other provisions of this Lease, in exercising its rights under this Section, Landlord shall have the right, subject to the foregoing limitations, to erect scaffolding and sidewalk bridges, and cover or otherwise block windows or doors or entrances or exits. Landlord may exercise any of all of the foregoing rights without being deemed to be having committed an eviction, actual or constructive, or a disturbance or interruption of the business of Tenant or Tenant's use or occupancy of the Premises.

22. **Independent Covenants.** The covenants and obligations of Landlord and Tenant hereunder are separate and independent from one another. Tenant's obligations to pay Rent and other amounts payable hereunder, and to perform its obligations hereunder, shall be fully enforceable and shall not be impaired or excused, notwithstanding any breach by Landlord hereunder. No Rent or other amounts payable hereunder shall be subject to reduction, delay, offset, withholding or other defense to Landlord.

23. **Environmental Matters.** Tenant shall not engage in operations at the Premises which involve the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of any "hazardous substance" or "hazardous waste" as such terms are defined under the applicable State or Federal or local law, or of "hazardous substances" as defined in section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601 (14), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"). This Paragraph 23 shall survive the expiration or sooner termination of this Lease. Without limiting the foregoing, Tenant shall, at its sole cost and expense, provide for the proper and lawful disposal and removal from the Premises of all medical waste and hazardous waste generated by its business or otherwise existing at the Premises. Tenant shall indemnify, defend and hold Landlord and its principals, officers, agents, lenders, mortgagees and employees harmless from any losses, damages, costs and expenses resulting from a violation of this Section and/or the introduction or permitting or creating, causing or exacerbating by Tenant or any of its principals, employees, agents, or contractors or subcontractors or licensee or invitees on near or under the Land, Building, or Premises of such hazardous waste or substances or condition.

24. **Miscellaneous.**

24.1 **Security Deposit.** Simultaneously with the execution of this Lease, Tenant shall deposit with Landlord the as a security deposit the amount so designated as such in the Summary of Lease Terms. Such security deposit (which shall not bear interest to Tenant unless required to do so by provisions of law) shall be considered as security for the payment and performance by Tenant of all the Tenant's obligations, covenants, conditions and agreements under this Lease. Landlord shall not be required to hold the security

deposit or any other funds received by it from Tenant in a separate or segregated account or in any account whatsoever and Landlord may commingle the security deposit and all such other funds in any account held by Landlord or in no account. The security deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Within thirty (30) days after the expiration of the term (or any renewal or extension thereof in accordance with this Lease), Landlord (provided that Tenant is not in default under the terms hereof and has vacated and surrendered the Premises to Landlord in the condition and manner required under this Lease, and otherwise in accordance with, the provisions of this Lease) shall return and pay back such security deposit to Tenant less such portion thereof as Landlord shall have retained to make good any default by Tenant with respect to any of Tenant's aforesaid obligations, covenants, conditions or agreements. In the event of any default by Tenant hereunder during the Term, Landlord shall have the right, but shall not be obligated to apply, from time to time and without prejudice to any other remedy, all or any portion of the security deposit to cure such default, in which event Tenant shall be obligated promptly to deposit with Landlord the amount necessary to restore the security deposit to the amount held by Landlord immediately prior to such advance by Landlord. In the event of the sale or transfer of Landlord's interest (fee or leasehold or otherwise) in the Building, Landlord shall have the right to transfer the security deposit to the purchaser or transferee and upon such transfer Tenant shall look only to the new landlord for the return of the security deposit and Landlord shall thereupon be automatically released from all liability to Tenant for the return of or accounting for such security deposit. All at times the unapplied security deposit shall be equal to the full amount set forth above, such that if Landlord applies all or any portion of the security deposit in accordance with this Section, Tenant shall promptly deposit with Landlord such amount so applied to be held in accordance with this Section.

**24.2 No Representations by Landlord.** Tenant acknowledges that neither Landlord nor any broker, agent or employee of Landlord has made any representations or promises with respect to the Premises or the Building except as herein expressly set forth, and no rights, privileges, easements, or licenses are acquired by Tenant except as herein expressly set forth. Except as expressly set forth otherwise herein, Tenant, by taking possession of the Premises, shall accept the same "as is", "where is" and with all faults, and such taking of possession shall be conclusive evidence that the Premises and the Building are in good satisfactory condition at the time of such taking of possession.

**24.3 No Partnership.** Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between the parties hereto other than that of Landlord and Tenant.

**24.4 Brokers.** Landlord and Tenant each represent and warrant one to another that neither of them has employed or dealt with any broker, agent or finder in locating the Building or the Premises, or in carrying on the negotiations relating to this Lease. Landlord shall indemnify and hold Tenant harmless, and Tenant shall indemnify and hold Landlord harmless, from and against any claim or claims for brokerage or other commission arising from or out of any breach of the foregoing representation and warranty by the respective indemnitors or from any conduct or alleged conduct by such indemnifying party by which a commission or other fee is claimed. This provision is not intended for, nor shall be construed as having been made for, the benefit of any third party. The provisions of this Section shall survive expiration or earlier termination of this Lease.

**24.5 Go-Dark.** In the event that Tenant ceases to operate the Permitted Use in the Premises for a period of one hundred twenty (120) days or more, Landlord shall have the right upon written notice to Tenant to terminate this Lease, in which event this Lease shall terminate as of such date and the Rent shall be apportioned as of such date, and Tenant shall vacate and surrender the Premises in the manner required under this Lease on or prior to such date and, thereupon, neither party shall have any further rights or obligations under this Lease except with respect to those provisions which expressly survive termination.

24.6 **Estoppel Certificate**. Tenant agrees, at any time, and from time to time, during the Term, within ten (10) days after request from Landlord, to execute, acknowledge and deliver to Landlord a statement in writing which shall contain the following provisions: (1) a statement that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications), (ii) a statement of the dates to which the Rent and any other charges hereunder have been paid by Tenant, (iii) a statement of whether or not, to the knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and if so, specifying each such default of which Tenant may have knowledge, (iv) a statement of the address to which notices to Tenant should be sent, (v) a statement that Tenant has accepted the Premises and improvements therein, (vi) a statement of the Commencement Date and Expiration Date of the Term and the amount of any renewal options remaining, if any, and (vii) such other statement or statements as Landlord, any prospective purchaser of the Building, any mortgagee or prospective mortgagee of the Building or of Landlord's interest therein and/or any prospective assignee of any such mortgagee, may reasonably request. Tenant's failure to deliver such statement within such ten (10) day period shall be conclusive upon Tenant that this Lease is in full force and effect and unmodified, that there are no uncured defaults in Landlord's performance hereunder, and that not more than one (1) month's rent has been paid in advance. In addition to and without limiting the foregoing, if Tenant fails to deliver such statement within such ten (10) day period, Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute such statement for or on behalf of Tenant (containing the above matters as based on the knowledge of Landlord), such appointment being coupled with an interest, and such statement as so executed by Landlord shall be binding on Tenant in all respects with respect to the matters set forth therein as if such statement was executed directly by Tenant. Notwithstanding the foregoing, Tenant's failure to deliver such statement within an additional five (5) days written demand from Landlord given after the expiration of the foregoing ten (10)-day period shall be deemed to be an Event of Default of Tenant under this Lease. Any such statement delivered pursuant hereto, may be relied upon by any owner of the Building (including Landlord), prospective purchaser of the Building, any mortgagee or prospective mortgagee of the Building or of Landlord's interest therein and/or any prospective assignee of any such mortgagee and/or any other interested party. Tenant will agree to make such reasonable changes or modifications to this Lease as may be required by any mortgagee, now or hereafter, of the Building and/or the Land, provided that such changes or modifications shall not increase the amount of Rent required under paragraph 3 hereof, shorten the Term or change or materially decrease the square footage of the Premises or otherwise materially increase Tenant's obligations under this Lease.

24.7 **Financials**. Upon Landlord's request made from time to time throughout the Term of this Lease, Tenant shall promptly (and in no event later than twenty (20) days after such request) furnish Landlord with a balance sheets and statements reflecting the Tenant's (and its parents', subsidiaries and other affiliates') and the Guarantor's then-current financial condition, and written evidence of ownership of all managing and controlling interests in Tenant and in any entities which directly or indirectly control Tenant, which balance sheets and statements shall certified to be true and correct by an independent certified public accountant (collectively "Tenant's Financial Statements"). Tenant's Financial Statements shall be in form reasonably acceptable to Landlord and its lenders and shall include such additional information as Landlord and/or its lender may request. Tenant's failure to deliver Tenant's Financial Statements within an additional five (5) days written demand from Landlord given after the expiration of the initial twenty (20)-day period shall be deemed to be an Event of Default of Tenant under this Lease. Tenant's Financial Statements may be relied upon by any owner of the Building (including Landlord), prospective purchaser of the Building, any mortgagee or prospective mortgagee of the Building or of Landlord's interest therein and/or any prospective assignee of any such mortgagee and/or any other interested party.

24.8 **Notices**. Any bills, statements, notices, demands, requests, consents, approvals, or other communications hereunder shall be effective only if rendered or given in writing and delivered by hand or

sent by certified or registered mail, return receipt requested, first-class postage prepaid, or by national overnight courier, in each case addressed as follows:

A. If to Landlord:

For Rent payments and notices sent via USPS:

Meral Bedford LLC  
c/o Meral Property Group  
P.O. Box 100490  
Brooklyn, New York 11210

For notices sent via personal delivery or national overnight carrier:

Meral Bedford LLC  
c/o Meral Property Group  
23 Ocean Parkway  
Brooklyn, New York 11218

with a copy of notices to:

Jeffrey Zwick & Associates, P.C.  
266 Broadway, Suite 403  
Brooklyn, New York 11211  
Attn: Benjamin J. Stanger, Esq.

or to such other address(es) as Landlord may designate by written notice to Tenant.

B. If to Tenant:

MI CASITA INC.  
634 Hancock Street  
Brooklyn, New York 11233

With a copy to:

Okun & Churneftsky, LLP  
300 East 42<sup>nd</sup> Street, 14<sup>th</sup> Floor  
New York, New York 10017  
Attn.: John M. Churneftsky, Esq.

or to such other address as Tenant may designate by written notice to Landlord.

Any such bill, statement, notice, demand, request, consent, approval or other communications shall be deemed to have been rendered or given (i) when delivered (or when delivery is first refused), when delivered by hand, (ii) three (3) business days after when deposited with USPS, when mailed as set forth above, and (iii) one (1) business day after when deposited with national overnight courier for next business day delivery. Notices given by a party's attorney shall be deemed given by such party.

24.9 **Force Majeure.** In the event that Landlord shall be delayed, hindered in or prevented from the performance of any act required to be performed hereunder by reason of Force Majeure (as hereinafter defined), 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. The term "Force Majeure" means any Act of God, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive legal requirements, riots and insurrection, acts of the public enemy, wars, earthquakes, hurricanes and other natural disasters, fires, explosions, any act, failure to act or default of Tenant or any other circumstance beyond the reasonable control of Landlord.

24.10 **Invalidity of Particular Provisions.** If any provisions of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons, or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

24.11 **Gender and Number.** Feminine, neuter or masculine pronouns shall be substituted for one another and the plural and the singular shall be substituted for each other, in any place or places herein in which the context may require such substitution.

24.12 **Benefit and Burden.** The provisions of this Lease shall be binding upon, and shall inure to the benefit of (i) Landlord and Tenant, (ii) each of their successors and permitted assigns, and (iii) such other persons or entities as and to the extent expressly set forth in this Lease.

24.13 **Landlord Liability.**

(a) **Transfer of Landlord's Interest.** Landlord has the right to sell, assign, convey or otherwise transfer the Premises and/or the Condo Unit and/or the Building and/or Landlord's interest in either or both, and in the event of such transfer, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer.

(b) **Limitation of Landlord's Liability.** Notwithstanding anything to the contrary provided in this Lease, there shall be absolutely no personal liability on the part of Landlord or any officer, director, shareholder, partner, member, employee or agent of Landlord, whether disclosed or undisclosed (or of any successor corporate landlord or any partner of any limited or general partnership which may become Landlord or any individual or other entity), with respect to any of the terms, covenants and conditions of this Lease, and Tenant shall look solely to the interest, income or equity, if any, of Landlord in the Condo Unit for the satisfaction of each and every remedy of Tenant in the event of a breach or default by Landlord of any of the terms, covenants and conditions of this Lease, such exculpation of personal liability to be absolute and without any exception whatsoever. No other property or assets of Landlord, any successor to Landlord, or any officer, director, shareholder, partner, member, employee or agent of Landlord or any successor to Landlord, shall be subject to judgment, levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease or the use or occupancy of the Premises.

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

24.15 **Demolition.** In the event that at any time Landlord (or its successor) plans or intends or otherwise desires to demolish or otherwise redevelop the Building or all portions of the Building that Landlord owns and/or the Condo Unit, then Landlord shall have the right to terminate this Lease upon at least three (3) months prior written notice to Tenant, in which event this Lease and the Term hereunder shall come to end and expire as of the date set forth in such notice and on or prior to such date Tenant shall vacate and surrender the Premises to Landlord in the condition and manner required under, and otherwise in accordance with, the provisions of this Lease.

24.16 **Subordination.** This Lease is and shall be subject and subordinate at all times to the lien of all mortgages and other encumbrances which now or hereafter encumber or otherwise affect the Property and the Building, to the rights of the owners of the Building and Property if not Landlord, and to Landlord's leasehold interest therein (if Landlord is a ground lessee of the Property and/or Building), and to all and any renewals, extensions, modifications, recastings, or refinancing thereof (provided that such superior lessor and/or mortgagee shall have the right to elect to subordinate their estate and interests to this Lease). Tenant shall, within ten (10) days after request by Landlord, promptly execute, acknowledge and deliver to Landlord any written statement or agreement confirming such subordination reasonably required by Landlord or any of its lenders or ground lessors. If Tenant fails to take such action within such ten (10) day period, Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such certificate or other document for or on behalf of Tenant, such appointment being coupled with an interest and such certificate or other document as so executed by Landlord shall be binding on Tenant in all respects with respect to the matters set forth therein as if such statement was executed directly by Tenant. In addition, and without limiting the foregoing, Tenant's failure to deliver such certificate or other document within an additional five (5) days written demand from Landlord given after the expiration of the foregoing ten (10)-day period shall be deemed to be an Event of Default of Tenant under this Lease. Tenant agrees that in the event that any proceedings are brought for the foreclosure of any such mortgage, Tenant shall attorn to the purchaser at such foreclosure sale, if requested to do so by such purchaser, and shall recognize such purchaser as the landlord under this Lease, and Tenant waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event that any such foreclosure proceeding is prosecuted or completed.

24.17 **Attornment.** If any successor in interest, including but not limited to, a lessor of a superior lease or the holder, now or hereafter, of a superior mortgage shall succeed to Landlord's estate in the Building and/or Property or the rights of Landlord under this Lease, whether through purchase, operation of law, possession or foreclosure action or delivery of a new lease or deed or otherwise, then at the election of such party so succeeding to Landlord's rights (herein sometimes called "successor landlord"), Tenant shall attorn to and recognize such successor landlord as Tenant's landlord under this Lease, and shall promptly execute, acknowledge and deliver any instrument that such successor landlord may reasonably request to evidence such attornment, provided only that such successor landlord agrees not to disturb Tenant's possession under this Lease so long as Tenant is not in default hereunder. Tenant hereby irrevocably appoints such successor landlord Tenant's attorney-in-fact to execute and deliver such instrument for and on behalf of Tenant, such appointment being coupled with an interest. To the extent permitted by law, Tenant hereby waives any right Tenant may have under any present or future law to terminate this Lease or surrender the Premises by reason of the institution of any proceeding to terminate a superior lease or action to foreclose a superior mortgage, and this Lease shall not be affected by any such proceeding or action unless and until the lessor of the superior lease, or holder, now or hereafter, of the superior mortgage, elects in such proceeding or action to terminate this Lease.

24.18 **Entire Agreement.** This Lease, together with all exhibits and schedules attached hereto, and any guaranty and resolutions executed in connection herewith, contains and embodies the entire agreement between the parties hereto, and supersedes all prior agreements between the parties and no representation (prior or contemporaneous), inducements or agreements between the parties, oral or otherwise, not contained in this Lease or the exhibits or schedules attached hereto, shall be of any force or effect. This Lease may not be modified, supplemented or terminated in whole or in part in any manner other than by an agreement in writing duly signed by the party against whom the enforcement of.

24.19 **Authority of Tenant.** Tenant and the individual signing this Lease on behalf of Tenant, hereby jointly and severally represent and warrant to Landlord that the Tenant has the full authority to enter into this Lease and to perform its obligations hereunder and that the individual signing this Lease of behalf of Tenant has the authority to do so and to bind Tenant.

24.20 **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of New York.

24.21 **Lease May Not Be Recorded.** Tenant may not record this Lease or any assignment or memorandum thereof. Any such recording by Tenant shall be deemed an incurable Event of Default hereunder and Tenant shall cause the removal of such recording, and, in addition to any other remedies which Landlord may have hereunder, all security monies deposited with the Landlord, if any, shall thereupon automatically be deemed forfeited to the Landlord.

24.22 **Patriot Act.** Tenant represents and warrants that (a) neither Tenant nor any person who owns any direct or indirect beneficial interest in Tenant 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 (b) neither Tenant nor any person who owns any direct or indirect beneficial interest in Tenant 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.

24.23 **Counterparts: Electronic Delivery.** This Lease may be executed in one or more counterparts, each of which when taken together shall constitute but one and the same instrument. This Lease may be executed and delivered by facsimile transmission or as a PDF attachment to an email or other electronic method, and such copies and all further copies thereof shall be deemed to be originals for all purposes.

24.24 **Condominium Regime.** Tenant's rights under this Lease are subordinate and subject in all respects to the Declaration, By Laws and Rules and Regulations (collectively, the "Condominium Documents") of the 230 Clifton Place Condominium (the "Condominium"); all of such applicable provisions of the Condominium Documents hereby being incorporated in full by reference. Tenant hereby acknowledges that it has reviewed or has had the opportunity to review in full the Condominium Documents. Tenant acknowledges that certain of its rights under this Lease may only be enforceable as against the Condominium and that, therefore, may be out of Landlord's control, and, accordingly, Landlord's sole obligation with respect to such rights of Tenant under this Lease shall be to use commercially reasonable efforts in cooperating with Tenant in Tenant enforcing its rights against the Condominium. If the Condominium shall fail to perform or comply with any of such obligations under the Condominium Documents with respect to the Premises relating to Tenant's rights under this Lease, the same shall not be deemed a default by Landlord hereunder, but Landlord will, if requested by Tenant in

writing, to the extent same may be applicable, assign over to Tenant all rights, claims and causes of actions Landlord may have against the Condominium arising out of such party's failure to so perform or comply with respect to such matter. Thereafter, Tenant shall be entitled to institute and prosecute such actions or proceedings as may be appropriate to compel the Condominium to fulfill its obligations under the Condominium Documents and Landlord shall have no further obligation to pursue any action against the Condominium. Tenant shall indemnify, defend and hold harmless Landlord and its principals, officers, agents, lenders, mortgagees and employees from and against any losses, damages, costs, claims, liabilities and expenses (including attorney's fees) resulting from, incurred by or claimed against Landlord or such other indemnified party, directly or indirectly, which is in any way occasioned by or results from Tenant's rights under this Section, including any actions or proceedings instituted and/or pursued by Tenant.

**25. WAIVER OF JURY TRIAL; VENUE. LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON OR IN RESPECT OF ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE. TENANT HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE FEDERAL AND STATE AND COUNTY COURTS LOCATED IN NEW YORK CITY AND WAIVES ANY CLAIM TO IMPROPER VENUE IN SUCH COURTS.**

**26. Guaranty.** Concurrent with the execution and delivery of this Lease, EVA RUIZ ("Guarantor"), shall execute and deliver to Landlord a guaranty of Tenant's obligations under this Lease in the form of Exhibit B attached hereto (the "Guaranty"). Tenant and the individual signing this Lease on behalf of Tenant, hereby jointly and severally represent and warrant to Landlord that Guarantor is a beneficial owner of Tenant and that the information of Guarantor as set forth in the Guaranty is true and correct in all respects. This Lease shall not be binding on Landlord until Landlord executes and delivers this Lease to Tenant, Tenant executes and delivers this Lease to Landlord and Guarantor executes and delivers the Guaranty to Landlord, and Tenant pays the Security Deposit and first month's Rent and submits the applicable insurance certificates.

[signature page follows]



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

**LANDLORD:**

**MERAL BEDFORD LLC**

By: [Signature]  
Name: Alisa Levitsky  
Title: Authorized Signatory

**TENANT:**

**MI CASITA INC.**

By: Eva Ruiz - [Signature]  
Name: Eva Ruiz  
Title: President

Attest:

By: Eva Ruiz - [Signature]  
Name:  
Title: Secretary/Assistant Secretary

**EXHIBITS:**

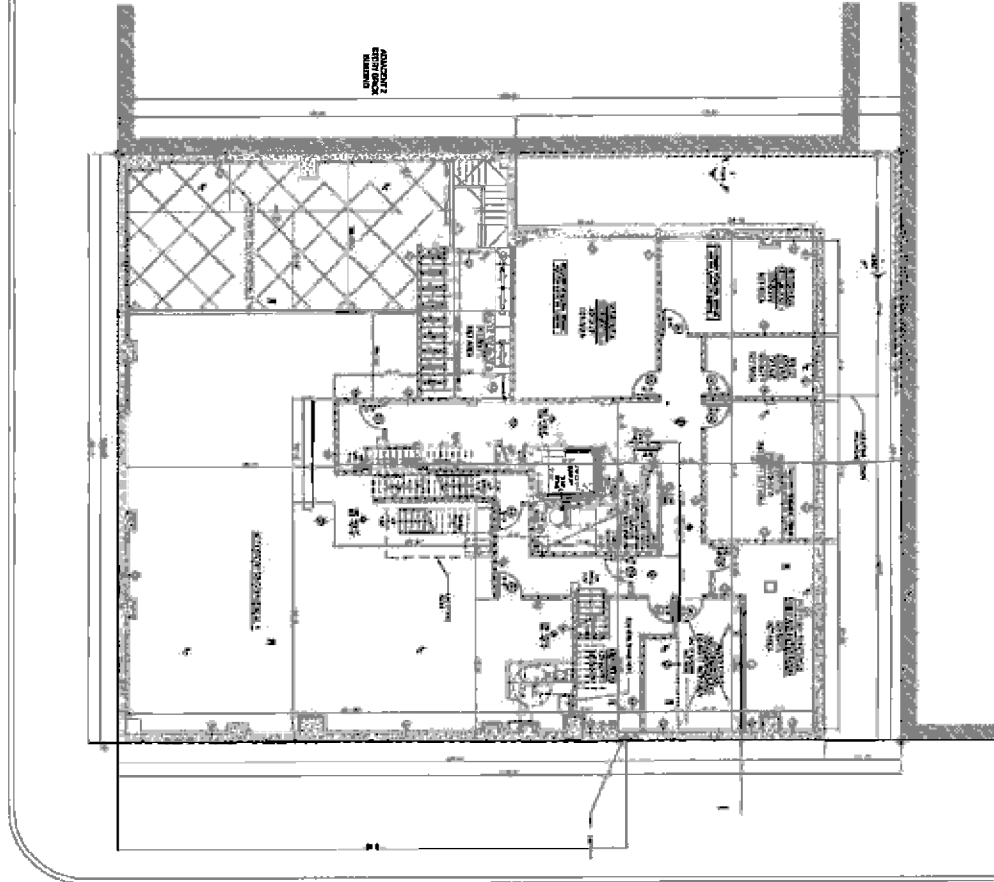
- Exhibit A – Plans of Premises
- Exhibit B – Guaranty
- Exhibit C – Landlord's Work

Exhibit A

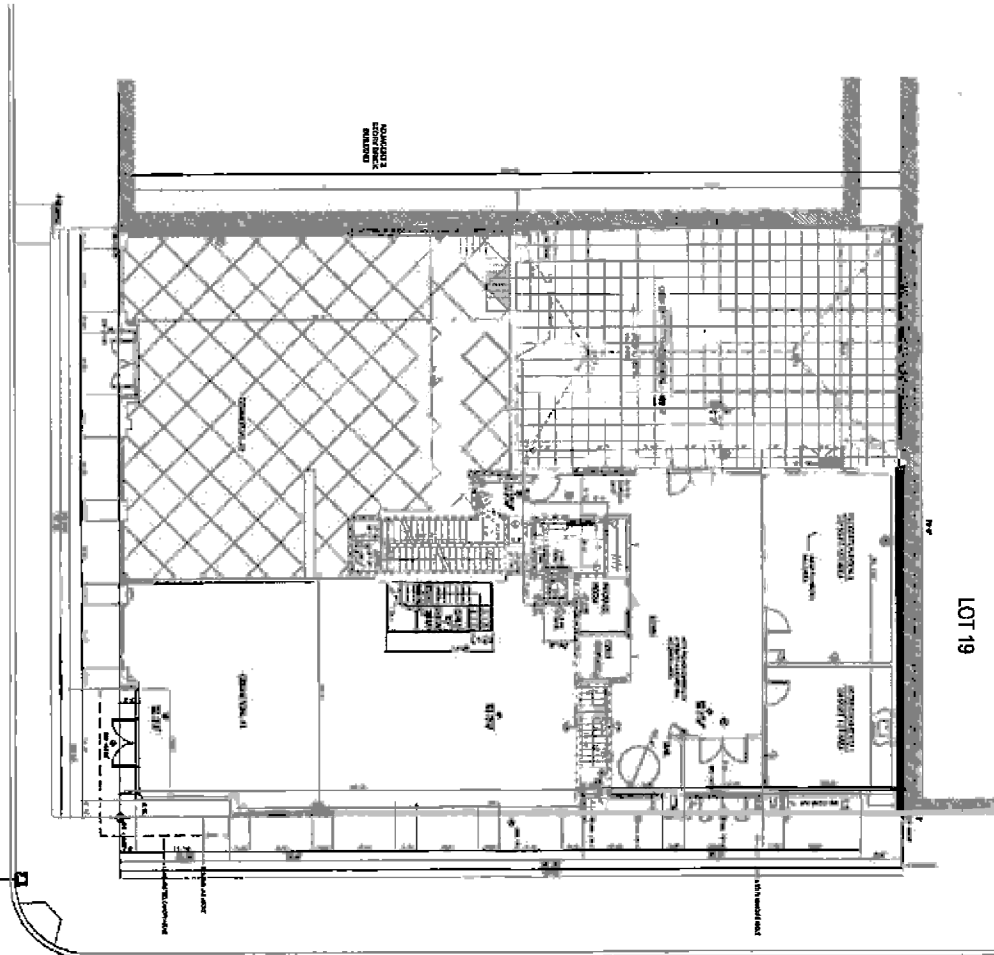
Plans of Premises  
(see attached)

EXHIBIT A  
(Premises are diagonally cross-hatched)

CELLAR



GROUND



**Exhibit B**

**Guaranty  
(see attached)**

**EXHIBIT C**

## GUARANTY

DATED AS OF: October 23, 2017

1. FOR VALUE RECEIVED, in consideration for and as an inducement to Meral Bedford LLC (the "Landlord") to enter into a lease on or about the date hereof (as may be amended, modified, extended, renewed and/or supplemented from time to time, the "Lease") with MI CASITA INC. (the "Tenant") for certain property located at 1060 Bedford Avenue, Brooklyn, New York (as more particularly set forth in the Lease, the "Premises"), and notwithstanding any assignment or termination of the Lease or subletting of the Premises or any portion thereof, EVA RUIZ (hereinafter referred as the "undersigned" and/or the "Guarantor"), does hereby, on behalf of herself and her heirs, executors, administrators, successors and assigns, absolutely and unconditionally jointly and severally guarantee to Landlord, its successors and assigns, with the same force and effect as if the undersigned had been a signatory to the Lease (i) the full and prompt (a) payment of all rent, additional rent and other monetary obligations which the Tenant may at any time have to the Landlord and others under the Lease and (b) performance and observance of all of the non-monetary terms, covenants, conditions and agreements provided in the Lease to be performed and observed by the Tenant and (ii) the full and prompt payment of all damages, losses, costs, fees and expenses (including, but not limited to, attorneys' fees and disbursements) which Landlord may be entitled to collect from the Tenant as a consequence of the non-payment, non-performance or non-observance of any Lease term(s) by the Tenant, without requiring any notice of non-payment, non-performance or non-observance or proof or notice or demand, whereby to charge Guarantor therefor, all of which Guarantor hereby expressly waives.

2. Guarantor further agrees that (i) the validity of this Guaranty and the obligations of Guarantor hereunder shall in no wise be terminated, modified, affected or impaired by reason of (a) the invalidity or unenforceability of the Lease or the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease, or allowed at law or in equity; or (b) Tenant's voluntary or involuntary surrender of the Premises and/or early termination of the Lease; (ii) this Guaranty shall in no way be terminated, modified, affected or impaired by and shall remain in full force and effect as to any modification, extension or renewal of the Lease and as to any assignment of Tenant's right pursuant to the Lease (all without need of any notice to or further consent of Guarantor thereto); and (iii) in any cause of action which shall accrue to Landlord under the Lease, Landlord may, at its option, proceed against Guarantor hereunder without having first given notice to, commenced any action against or having exhausted any remedy or claim against or having obtained any judgment against Tenant or its successors, sublessees or assigns. In addition, Guarantor hereby agrees to pay all of Landlord's cost and expense (including reasonable attorneys' fees and disbursements) incurred in connection with the enforcement of this Guaranty, whether by suit, action, negotiation, arbitration or otherwise (and whether or not an action or proceeding is commenced).

3. This Guaranty shall be deemed to be a Guaranty of payment, with respect to all monetary obligations, and of performance, with respect to all non-monetary obligations

guaranteed by Guarantor hereunder, and in no event shall be construed to be a Guaranty of collection.

4. Guarantor agrees that its liability under this Guaranty shall be primary and that in any right of action which may accrue to Landlord under the Lease, Landlord may, at its option, proceed against the Guarantor and Tenant, or may proceed against either Guarantor or Tenant, without having any action against or having obtained any judgement against Tenant or Guarantor.

5. Notwithstanding any payments made by Guarantor hereunder, Guarantor shall not be subrogated to any of the rights of the Landlord against the Tenant for any payment, nor shall Guarantor seek any reimbursement from Tenant in respect of any payments made by Guarantor hereunder until all of the amounts due or becoming due to the Landlord under the Lease and this Guaranty have been paid in full.

6. This Guaranty shall be binding upon the Guarantor, their heirs, executors, administrator, agents, successors and assigns and inure to the benefit of the Landlord and its, administrator, agents, successors and assigns. This Guaranty contains the entire understanding of the parties with respect to the subject matter hereof and may not be amended, altered, changed or modified except by a writing signed by the parties against whom the enforcement of such writing is sought.

7. Guarantor agrees that if Tenant becomes insolvent or shall be adjudicated a bankrupt or shall file for reorganization or similar relief or if such petition is filed by creditors of the Tenant, under any present or future Federal or State law, Guarantor's obligations hereunder may nevertheless be enforced against the Guarantor. The termination of the Lease pursuant to the exercise of any rights of a trustee or receiver in any of the foregoing proceedings shall not affect Guarantor's obligations hereunder or create in Guarantor any setoff against such obligation. Neither Guarantor's obligation under this Guaranty nor any remedy for enforcement thereof, shall be impaired, modified or limited in any manner whatsoever by any impairment, modification, waiver or discharge resulting from the operation of any present or future provision under the national Bankruptcy Act or any other statute or decision of any Court.

8. If more than one person or entity signs this instrument, their obligations hereunder shall be deemed to be joint and several.

9. Guarantor represents and warrants that (a) neither Guarantor nor any person who owns any direct or indirect beneficial interest in Guarantor 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 (b) neither Guarantor nor any person who owns any direct or indirect beneficial interest in Guarantor 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.

10. All capitalized terms not defined herein shall have the meanings assigned to them in the Lease.

11. Guarantor hereby represents and warrants to Landlord that Guarantor is a beneficial owner of Tenant, and benefits from the entering into of the Lease with Tenant and that the information of Guarantor as set forth in this Guaranty is true and correct in all respects.

12. Notwithstanding anything to the contrary above, Guarantor's liability under this instrument shall be limited as follows: Guarantor shall not be liable for monthly fixed rent and additional rent which accrues under the Lease from and after the later of (i) the date that Tenant pays to the Landlord all Rent and Additional Rent due and owing under the Lease; (ii) the date that Tenant physically vacates and delivers and surrenders the Premises to the Landlord, free of all claims and liens of any kind and broom clean, vacant and free of all tenancies, occupancies, subtenancies, occupants, dwellers, and other persons, and free of all installations, fixtures, trade fixtures, equipment and other personal property which are required to be removed from the Premises upon expiration or earlier termination of this Lease and otherwise in the condition and manner required under the Lease upon expiration or earlier termination of this Lease, (iii) the date which is six (6) months after the date that Tenant delivers to the Landlord a written notice of its intention to surrender and vacate the Premises; (iv) the date which is thirty-six (36) full calendar months following the Rent Commencement Date; and (v) the date that Tenant delivers to Landlord all keys to the Premises and a written statement of surrender pursuant to which Tenant unconditionally relinquishes all rights under the Lease, including the right to the possession, occupancy and use of the Premises (the latest of such foregoing dates being referred to as the "Guaranty Limitation Date").

The foregoing limitation shall have no bearing or effect on (a) Tenant's obligations under the Lease, all of which shall survive the Guaranty Limitation Date nor (b) Landlord's right to apply and retain Tenant's security deposit for failure to pay any rent or additional rent accruing after the Guaranty Limitation Date; it being agreed that Landlord shall not be obligated to apply any of Tenant's security towards payment of any rent or additional rent accruing prior to the Guaranty Limitation Date, and Guarantor's obligations hereunder shall be without regard to the amount of security held by Landlord under the Lease.

13. Guarantor hereby consents to the jurisdiction of any court which would have jurisdiction over Tenant in any action or proceeding brought by Landlord against Tenant, and Guarantor agrees that Guarantor may be named in any such action or proceeding as Guarantor and Landlord may recover a judgement against Guarantor in such action or proceeding.

14. As a further inducement to Landlord to enter into the Lease, and in consideration thereof, Guarantor covenants and agrees that, in any action or proceeding brought by either Landlord or Guarantor against the other on any matters whatsoever arising out of,



under, or by virtue of the terms of the Lease or of this Guaranty, Landlord and Guarantor shall and do hereby waive trial by jury. Guarantor also agrees that it will be conclusively bound by the judgment in any action by Landlord against Tenant (wherever brought) as if Guarantor were a party to such action, even if Guarantor is not joined as a party in such action and even if Guarantor has no notice of such action prior to the entry of any judgement therein.

15. This Guaranty shall be deemed to have been made in the State of New York. Guarantor consents to the jurisdiction of the courts of the State of New York, and the rights and liabilities of Landlord and Guarantor shall be determined in accordance with the laws of the State of New York. No delay on the part of Landlord in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any waiver of any rights or powers of Landlord or consent by Landlord be valid unless in writing duly executed by an authorized officer of Landlord, nor shall any delay waiver or consent of Landlord on any occasion be deemed to be a waiver or consent of Landlord on any other occasion or to any other event.

16. Guarantor covenants that in any action or proceeding brought by either the Landlord, the Tenant and/or the Guarantor, concerning any matter whatsoever arising out of the terms of the Lease and/or of this Guaranty that Guarantor shall and does hereby waive (i) any and all defenses, set-offs and counter-claims (except for the defense that Guarantor has complied with and satisfied its obligations under this Guaranty) and (ii) the right to consolidate any action or proceeding commenced by Guarantor with any action or proceeding commenced by Landlord or Tenant.

17. Counterparts; Electronic Delivery. This Guaranty may be executed in one or more counterparts, each of which when taken together shall constitute but one and the same instrument. This Guaranty may be executed and delivered by facsimile transmission or as a PDF attachment to an email or other electronic method, and such copies and all further copies thereof shall be deemed to be originals for all purposes.

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

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

Eva Ruiz  
EVA RUIZ  
SS# 555-99-1338

STATE OF NEW YORK )  
COUNTY OF Kings ss.:

On October 23, 2017, before me, the undersigned, a notary public in and for said state, personally appeared EVA RUIZ, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

JOSELITO AQUINO  
Notary Public - State of New York  
NO. 01AQ6362218  
Qualified in Kings County  
My Commission Expires Jul 31, 2021

Notary Public

[signature page to Guaranty relating to Lease or ~~sublease~~ between Meral Bedford LLC, as landlord, and MI CASITA INC., as tenant, relating to premises at 1060 Bedford Avenue, Brooklyn, New York]

## EXHIBIT C

## Landlord's Work

- Two means of egress to exterior of building
- Broom swept, level floor:
- Interior access to basement via staircase.
- Exterior wall: Furring and Insulation
- Demising Partitions: Including Fire stopping, any duct penetrations (if applicable) and fire dampers insulation.
- Electrical: electrical sub panels,
- Utilities as follows: Electricity: 200 amps, 120/128 volt, 3-phase, 4-wire.  
Water: Minimum 2" line. Sewer: Minimum 4" line.  
Sprinkler system and fire alarm system as approved by DOB.
- All illuminated exit signs, independently circuited per NYC BUILDING CODE
- HVAC: Provide new HVAC system condensers associated piping and electrical conduits (supply and return valves on each level for Tenant's distribution, which is Tenant's responsibility). [*HVAC will be installed to work in zones, determined with Tenant's reasonable input.*] heating and air conditioning in the amount of minimum of one-ton 300SF, and Heating, Cooling, and Insulation per NY STATE ENERGY CODE. 50 BTU/SF of Heating. HVAC CAPACITY TO BE VERIFIED AND CALCULATED BY Landlord's MECHANICAL ENGINEER (AND SUBJECT TO REASONABLE APPROVAL OF TENANT).
- 1 American with Disabilities Act ("ADA") compliant bathroom.

**EXHIBIT D**

**FIRST AMENDMENT TO LEASE**

This **FIRST AMENDMENT TO LEASE** (this "Amendment") is entered into as of August 1, 2018, by and between **1060 BEDFORD RETAIL LLC**, a New York limited liability company ("Landlord") and **MI CASITA, INC.**, a Delaware corporation ("Tenant").

**RECITALS**

**WHEREAS**, Landlord's predecessor-in-interest, Meral Bedford LLC, and Tenant entered into a Lease dated as of October 23, 2017 (the "Existing Lease") for certain premises located at 1060 Bedford Avenue, Brooklyn, New York (such leased premises as more particularly described in the Existing Lease, the "Premises");

**WHEREAS**, Landlord and Tenant desire to alter the cellar portion of the Premises and to otherwise amend the Existing Lease in accordance with the terms and conditions as set forth herein.

**NOW, THEREFORE**, in consideration of good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and incorporating the foregoing recitals herein in their entirety, the parties hereto agree as follows:

1. **Definitions.** The reference to "this Lease" or "the Lease" (whether capitalized or not, and words of similar import) as used in this Amendment and the Existing Lease shall be deemed to refer to the Existing Lease as amended by this Amendment. Capitalized terms not defined herein shall have the meaning assigned to them in the Existing Lease.

2. **Revised Cellar Space.** The Existing Lease is hereby amended by deleting and replacing the cellar portion of the Premises as shown in Exhibit A of the Existing Lease, with the portion of the cellar of the Condo Unit as approximately depicted on Exhibit A-1 attached to this Amendment (the plans captioned 'Cellar Proposed Plan'), but without any representation or warranty by Landlord with respect to the accuracy thereof. For the sake of clarity, no changes are being made hereby to the ground level portion of the Premises, which shall remain as described and shown in the Existing Lease. Accordingly, the term "Premises" under the Lease shall mean, collectively, the (i) the ground level portion of the Premises as set forth in the Existing Lease (which portion is not changing hereby), and (ii) the revised cellar portion of the Premises as set forth above, in each case for the uses set forth in the Existing Lease. For the sake of clarity, neither the Fixed Rent, nor Tenant's Proportionate Share shall be affected by such change, but rather, shall remain as set forth in the Existing Lease.

3. **Reimbursement of Certain Expenses.** Provided Tenant is not in default under the Lease, Landlord shall reimburse Tenant, the sum of Twenty Three Thousand Seventy Seven and 51/100 Dollars (\$23,077.51) (such amount, the "Reimbursement Amount") as full collective consideration for (i) any sums expended by Tenant for architectural, engineering, construction costs and legal costs arising as a result of the foregoing change to the cellar plans, and (ii) in lieu of Landlord not being required to perform any Landlord Work or any other construction or delivery obligations with respect to the Premises or Building. Half of the Reimbursement Amount shall be payable to Tenant within 15 days after the date of this Amendment, and the other half shall be payable to Tenant within 60 days after the date of this Amendment.

4. **Possession: Commencement Date.** Notwithstanding anything in the Existing Lease to the contrary, the following shall apply: Landlord shall have no obligation to perform any work in or to the Premises or the Building whatsoever (and all obligations of Landlord in the Existing Lease relating to Landlord's Work and the Delivery Condition, and all references thereto, are hereby deleted and of no force or effect). The Premises are hereby delivered to Tenant and Tenant hereby accepts possession of the Premises in its as-is condition as of the date of this Amendment, and Landlord shall have no further obligation to perform any further work to or with respect to the Premises whatsoever. Accordingly, the Commencement Date under the Lease is August 1, 2018. Notwithstanding

the foregoing, within 30 days after Tenant obtains permits from the NYC DOB for the performance of Tenant's Initial Alterations ("Tenant's Permits"), Landlord shall deliver the HVAC system to the Premises in accordance with its obligations under the Existing Lease, but such obligation shall not affect the Commencement Date set forth herein.

5. **Rent Abatement.** The Fixed-Rent Abatement period under Section 3.1(b) of the Existing Lease is hereby increased from 120 days from the Commencement Date, to 150 days from the earlier of (i) the date that Tenant obtains Tenant's Permits, and (ii) August 15, 2018 (subject in all events to the terms and conditions of Section 3.1(b)).

6. **No Other Modifications; Conflicts.** Except as expressly modified by the foregoing, the terms and conditions of the Existing Lease shall remain unmodified and in full force and effect. If there are any inconsistencies between the terms of the Existing Lease and the terms of this Amendment, the terms of this Amendment shall prevail.

7. **Authority of Tenant.** Tenant and the individual signing this Amendment on behalf of Tenant hereby jointly and severally represent and warrant to Landlord that Tenant has the full authority to enter into this Amendment and to perform its obligations under the Existing Lease as amended by this Amendment and that the individual signing this Amendment on behalf of Tenant has the authority to do so and to bind Tenant.

8. **Signatures and Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The parties may execute and deliver the counterparts of this Amendment electronically by facsimile or by PDF attachment to an email and such electronic copies shall be deemed originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease as of the date first written above.


LANDLORD:

1060 BEDFORD RETAIL LLC

By:   
Name: Allan Lebovitz  
Title: Authorized Signatory

TENANT:

MI CASITA, INC.

By:   
Name: Eva Ruiz  
Title: President

Guarantor hereby acknowledges and consents to this First Amendment to Lease:

GUARANTOR:


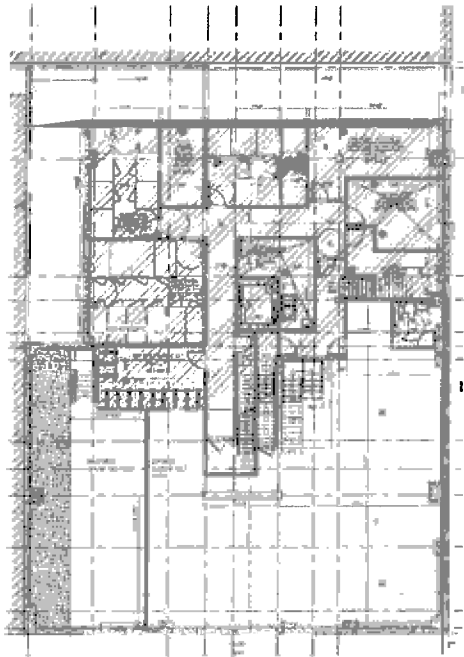
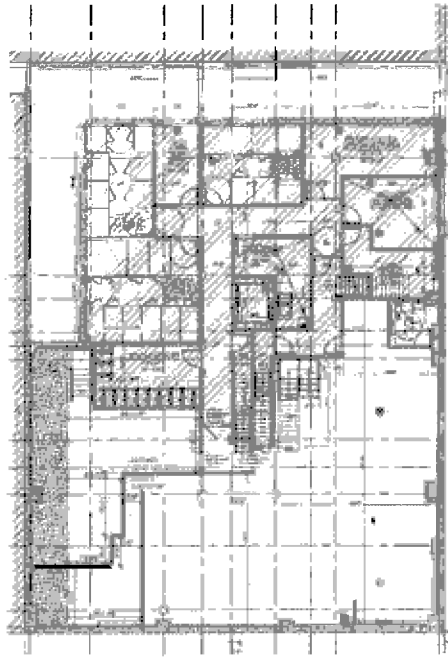
  
EVA RUIZ, individually

Exhibit A-1



1 CELLAR EXISTING PLAN  
1/8" = 1'-0"



2 CELLAR PROPOSED PLAN  
1/8" = 1'-0"

**BFDO**  
 ARCHITECTS PLLC | BARKERFREEMAN.COM  
 117 8TH ST., 5TH FLOOR BROOKLYN, NY 11215  
 TEL: 445 240 8449 FAX: 718 238 8130

REV. #	DESCRIPTION	DATE

PROJECT: **LA CASITA**  
 1050 BEDFORD AVE  
 BROOKLYN, NY 11216

CELLAR BUILDING PLANS

SCALE DRAWING: DATE: 6/5/2018  
**BK-001.00**

**EXHIBIT E**



**SECOND AMENDMENT TO LEASE**

This **SECOND AMENDMENT TO LEASE** (this "Amendment") is entered into as of January <sup>15</sup> 2019, by and between **1060 BEDFORD RETAIL LLC**, a New York limited liability company ("**Landlord**") and **MI CASITA, INC.**, a Delaware corporation ("**Tenant**").

**RECITALS**

**WHEREAS**, Landlord's predecessor-in-interest, Meral Bedford LLC, and Tenant entered into a Lease dated as of October 23, 2017 (the "**Original Lease**"), which Landlord and Tenant amended by First Amendment to Lease made as of August 1, 2018 (the "**First Amendment**"; and the Original Lease as so previously amended by the First Amendment, the "**Existing Lease**") for certain premises located at 1060 Bedford Avenue, Brooklyn, New York (such leased premises as more particularly described in the Existing Lease, the "**Premises**");

**WHEREAS**, Landlord and Tenant desire to establish the Rent Commencement Date in accordance with the terms and conditions as set forth herein.

**NOW, THEREFORE**, in consideration of good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and incorporating the foregoing recitals herein in their entirety, the parties hereto agree as follows:

1. **Definitions.** The reference to "this Lease" or "the Lease" (whether capitalized or not, and words of similar import) as used in this Amendment and the Existing Lease shall be deemed to refer to the Existing Lease as amended by this Amendment. Capitalized terms not defined herein shall have the meaning assigned to them in the Existing Lease.
2. **Rent Commencement Date.** The Existing Lease is hereby amended to state the Fixed-Rent Abatement period under Section 3.1(b) of the Existing Lease is hereby terminated on January 31, 2019. Accordingly, the Rent Commencement Date is February 1, 2019 and the Expiration Date is January 31, 2029, unless Tenant notifies Landlord of its option to renew, if applicable.
3. **No Other Modifications; Conflicts.** Except as expressly modified by the foregoing, the terms and conditions of the Existing Lease shall remain unmodified and in full force and effect. If there are any inconsistencies between the terms of the Existing Lease and the terms of this Amendment, the terms of this Amendment shall prevail.
4. **Authority of Tenant.** Tenant and the individual signing this Amendment on behalf of Tenant hereby jointly and severally represent and warrant to Landlord that Tenant has the full authority to enter into this Amendment and to perform its obligations under the Existing Lease as amended by this Amendment and that the individual signing this Amendment on behalf of Tenant has the authority to do so and to bind Tenant.
5. **Signatures and Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The parties may execute and deliver the counterparts of this Amendment electronically by facsimile or by PDF attachment to an email and such electronic copies shall be deemed originals for all purposes.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Lease as of the date first written above.


LANDLORD:

1060 BEDFORD RETAIL LLC

By:   
Name: Allan Lebovits  
Title: Authorized Signatory

TENANT:

MI CASITA, INC.

By:   
Name: Eva Ruiz  
Title: President

Guarantor hereby acknowledges and consents to this Second Amendment to Lease:

GUARANTOR:

EVA RUIZ, individual

**EXHIBIT F**

**THIRD AMENDMENT TO LEASE**

This **THIRD AMENDMENT TO LEASE** (this "Amendment") is entered into as of July \_\_, 2020, by and between **1060 BEDFORD RETAIL LLC**, a New York limited liability company ("Landlord") and **MI CASITA, INC.**, a Delaware corporation ("Tenant").

**RECITALS**

**WHEREAS**, Landlord's predecessor-in-interest, Meral Bedford LLC, and Tenant entered into a Lease dated as of October 23, 2017 (the "**Original Lease**"), which Landlord and Tenant amended by First Amendment to Lease made as of August 1, 2018 (the "**First Amendment**"; and the Original Lease as so previously amended by the First Amendment, The "**Existing Lease**") and the Second Amendment to Lease made as of January 15, 2019 (the "**Second Amendment**") for certain premises located at 1060 Bedford Avenue, Brooklyn, New York (such leased premises as more particularly described in the Existing Lease, the "**Premises**");

**WHEREAS**, Due to the COVID-19 pandemic, Tenant has requested a modification to the structure of certain lease payments through August 31, 2020, and Landlord so desires to accommodate such request.

**NOW, THEREFORE**, in consideration of good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and incorporating the foregoing recitals herein in their entirety, the parties hereto agree as follows:

1. **Definitions.** The reference to "this Lease" or "the Lease" (whether capitalized or not, and words of similar import) as used in this Amendment and the Existing Lease shall be deemed to refer to the Existing Lease as amended by this Amendment. Capitalized terms not defined herein shall have the meaning assigned to them in the Existing Lease.
2. **Temporary Revised Payment Structure.** The monthly base rent as of the date hereof is \$11,124.00. Solely for the months of May 2020, June 2020, July 2020, and August 2020 ("**Revised Payment Period**"), Tenant shall pay half of the monthly base rent (\$5,562.00). The other half (\$5,562.00) of the base rent will be applied by the Security Deposit, which will reduce its balance, in the aggregate, from \$32,400.00 to \$10,152.00 during said period. Moreover, Landlord has granted Tenant a \$1,284.66 rent abatement for the month of May. Finally, throughout the duration of the Revised Payment Period, Tenant shall be responsible to pay in full, all CAM and tax reimbursements to Landlord.
3. **Replenishment of Security Deposit.** Commencing on September 1, 2020, Tenant shall replenish the Security Deposit in the amount of \$11,848.00 ("**Security Replenishment**"), whereby the Security Deposit will be increased from the reduced sum of \$10,152.00 (in accord with Paragraph 2 above) to a revised sum of \$22,000.00 (the "**New Security Deposit**"). The Security Replenishment shall be paid over twelve (12) equal monthly payments of \$987.33, which shall be remitted along with Tenant's monthly base rent and reimbursements to Landlord. The monetary sum ascribed to "Security Deposit" in the Lease is hereby superseded and replaced with the monetary sum ascribed to "New Security Deposit" as set forth in this provision.
4. **No Other Modifications; Conflicts.** Except as expressly modified by the foregoing, the terms and conditions of the Existing Lease shall remain unmodified and in full force and effect. If there are any inconsistencies between the terms of the Existing Lease and the terms of this Amendment, the terms of this Amendment shall prevail.
5. **Authority of Tenant.** Tenant and the individual signing this Amendment on behalf of Tenant hereby jointly and severally represent and warrant to Landlord that Tenant has the full authority to enter into this Amendment and to perform its obligations under the Existing Lease as amended by this Amendment and that the individual signing this Amendment of behalf of Tenant has the authority to do so and to bind Tenant.

6. **Signatures and Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The parties may execute and deliver the counterparts of this Amendment electronically by facsimile or by PDF attachment to an email and such electronic copies shall be deemed originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease as of the date first written above.

**LANDLORD:**


**TENANT:**

**1060 BEDFORD RETAIL LLC**

**MI CASITA, INC.**

By: \_\_\_\_\_

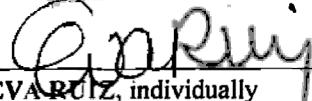
Name: Allan Lebovits  
Title: Authorized Signatory

By: 

Name: Eva Ruiz  
Title: President

Guarantor hereby acknowledges and consents to this Third Amendment to Lease:

**GUARANTOR:**

  
EVA RUIZ, individually

**EXHIBIT G**

**1060 Bedford Retail LLC**  
241 37<sup>th</sup> Street, Unit 12  
Brooklyn, New York 11232  
T (718) 924-2838

October 12, 2020

**VIA FEDERAL EXPRESS & ELECTRONIC MAIL:**

MI CASITA INC.  
8 Vanderbilt Ave #11K  
Brooklyn, NY 11205  
Eva@Micasitabk.org

Eva Ruiz  
8 Vanderbilt Ave #11K  
Brooklyn, NY 11205  
Evaruiz24@gmail.com

Okun & Churneftsky, LLP  
300 East 42<sup>nd</sup> Street, 14<sup>th</sup> Floor  
New York, New York 10017  
Attn: John M. Churneftsky, Esq.  
John@ocllplaw.com

Re: Lease dated as of October 23, 2017, as amended (the "Lease") by and between Meral Bedford LLC, which said lease was assigned to 1060 Bedford Retail LLC ("Landlord") and Mi Casita Inc. ("Tenant") with respect to the demised premises located within: **1060 Bedford Avenue, Commercial Unit, Brooklyn, New York**

**NOTICE OF DEFAULT FOR NON-PAYMENT OF RENT**

Dear Tenant and Guarantor:

**PLEASE TAKE NOTICE THAT TENANT IS IN MATERIAL DEFAULT UNDER THE LEASE FOR THE FOLLOWING REASON(S):**

As of the date of this Letter, Tenant owes and has failed to pay the following rent amounts under the Lease (collectively, the "**Delinquent Amounts**"):

- (i) Fixed Rent for the month of September 2020 in the amount of **\$11,124.00**.

- (ii) Taxes and CAM Payment for the month of September 2020 in the amount of **\$527.47.**
- (iii) Security Deposit Replenishment for the month of September 2020 in the amount of **\$987.33.**
- (iv) Fixed Rent for the month of October 2020 in the amount of **\$11,124.00.**
- (v) Taxes and CAM Payment for the month of September 2020 in the amount of **\$527.47.**
- (vi) Security Deposit Replenishment for the month of September 2020 in the amount of **\$987.33.**

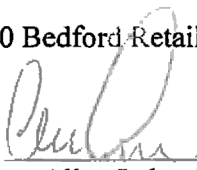
**Accordingly, Tenant must promptly pay Landlord all the foregoing Delinquent Amounts.**

**While Tenant is obligated to pay such Delinquent Amounts immediately, it should be noted that Tenant's failure to pay such Delinquent Amounts by the date which is TEN (10) DAYS after the date of this Notice, then, pursuant to Section 17 of the Lease (and other applicable provisions), Landlord shall be entitled to all rights and remedies thereunder, including without limitation, termination of the Lease and/or re-entry into the Premises, and recovery of damages.**

In the event that Tenant fails to promptly cure such defaults as aforesaid, Landlord hereby reserves all of its rights and remedies under the Lease at law and in equity with respect thereto, including without limitation, the termination of the Lease and/or re-entry into the Premises and the recovery of all damages from Tenant and Guarantor in connection with such defaults. Nothing herein shall be construed as a waiver of any of Landlord's rights under the Lease or at law and in equity, nor any other default that may exist under the Lease.

Sincerely,

1060 Bedford Retail LLC

By:   
Name: Allan Lebovits  
Title: Authorized Signatory



# EXHIBIT H

**1060 Bedford Retail LLC**  
**241 37<sup>th</sup> Street, Unit 12**  
**Brooklyn, New York 11232**  
**T (718) 924-2838**

December 10, 2020

**Via: Federal Express & Electronic Mail:**

MI CASITA INC.  
8 Vanderbilt Ave #11K  
Brooklyn, NY 11205  
Eva@Micasitabk.org

Eva Ruiz  
8 Vanderbilt Ave #11K  
Brooklyn, NY 11205  
Evaruiz24@gmail.com

Okun & Churneftsky, LLP  
300 East 42<sup>nd</sup> Street, 14<sup>th</sup> Floor  
New York, New York 10017  
Attn: John M. Churneftsky, Esq.  
John@ocllplaw.com

Re: Lease dated as of October 23, 2017, as amended (the "Lease") by and between Meral Bedford LLC, which said lease was assigned to 1060 Bedford Retail LLC ("Landlord") and Mi Casita Inc. ("Tenant") with respect to the demised premises located within: **1060 Bedford Avenue, Commercial Unit, Brooklyn, New York**

**NOTICE OF TERMINATION**

Mi Casita Inc. and Eva Ruiz:

Regarding your failure to perform your obligations under the Lease dated as of October 23, 2017 (the "Lease"), between 1060 Bedford Retail LLC and Mi Casita Inc.

Mi Casita Inc., Tenant  
Eva Ruiz, Guarantor  
December 10, 2020  
Page 2 of 2

Section 17.2.1 of the Lease provides:

Landlord may terminate this Lease upon ten (10) days' notice to Tenant and on the date specified in such notice, this Lease and the Term hereby demised, and all rights of Tenant hereunder shall expire and terminate without any right of Tenant to save the forfeiture, and Tenant shall thereupon quit and surrender possession of the Premises to Landlord in the condition elsewhere herein required and Tenant shall remain liable to Landlord as hereinafter provided.

Given your continued failure to perform your obligations under the Lease, pursuant to Section 17.2.1 of the Lease and in accordance with our prior Notice of Default dated October 12, 2020, we regret to inform you that we are terminating the Lease effective December 23, 2020.

This notice is without prejudice to any powers, privileges, rights and remedies at law or equity, now existing or hereafter arising, all of which are hereby expressly reserved.

Sincerely,

1060 Bedford Retail LLC

By: 

Name: Louis Lebovits

Title: Authorized Signatory

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

1060 BEDFORD RETAIL LLC,  
Plaintiff,  
-against-

MI CASITA INC., and  
EVA RUIZ  
Defendant(s).

SUMMONS AND VERIFIED COMPLAINT

KUCKER MARINO WINIARSKY & BITTENS, LLP

Attorneys for  
**PLAINTIFF**  
747 THIRD AVENUE  
NEW YORK, NEW YORK 10017  
(212) 869-5030

Please refer all communications to: Lisa Faham-Selzer Esq.

Pursuant to 22 NYCRR 130-1.1-a, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, (1) the contentions contained in the annexed document are not frivolous and that (2) if the annexed document is an initiating pleading, (i) the matter was not obtained through illegal conduct, or that if it was, the attorney or other persons responsible for the illegal conduct are not participating in the matter or sharing in any fee earned therefrom and that (ii) the matter involves potential claims for personal injury or wrongful death, the matter was not obtained in violation of 22 NYCRR 1200.41-a.

Dated: February 17, 2021

Signature

Print Signer's Name: Lisa Faham-Selzer, Esq.

Service of a copy of the within is hereby admitted.

Dated:

Attorney(s) for

PLEASE TAKE NOTICE

Check Applicable Box

NOTICE OF ENTRY that the within is a (certified) true copy of a entered in the office of the clerk of the within-named Court on 20

NOTICE OF SETTLEMENT that an Order of which the within is a true copy will be presented for settlement to the Hon. , one of the judges of the within-named Court, at on 20 , at M.

Date: 2024-0001/1201823/11

KUCKER MARINO WINIARSKY & BITTENS, LLP

Attorneys for

747 THIRD AVENUE  
NEW YORK, NEW YORK 10017

To:

Attorney(s) for