

RIDER ANNEXED TO AND MADE A PART OF LEASE
between
336 EAST 56TH STREET REALTY, LLC
as Landlord
and
Luis Bohorquez, as Tenant
The Street Level Store of 336 East 56th Street
New York, NY 10022

40. Definitions.

The following definitions shall have the meanings hereinafter set forth wherever used in this Lease or any Exhibits or Schedules annexed hereto (if any).

- (a) Intentionally Omitted.
- (b) Intentionally Omitted.
- (c) Intentionally Omitted.
- (d) Intentionally Omitted.

(e) "Interest Rate" shall mean a rate per annum equal to the lesser of (i) 2% above the lending rate announced from time to time by Chase Bank (New York) as such bank's prime rate for 90-day unsecured loans, in effect from time to time or (ii) the maximum applicable legal rate, if any.

(f) "Legal Requirements" shall mean laws, statutes and ordinances (including building codes and zoning regulations and ordinances) and the orders, rules, regulations, directives and requirements of all federal, state, county, city and borough departments, bureaus, boards, agencies, offices, commissions and other subdivisions thereof, or of any official thereof, or of any other governmental public or quasi-public authority, whether now or hereafter in force, which may be applicable to the land or building or the demised premises or any part thereof, or the sidewalks, curbs or areas adjacent thereto and all requirements, obligations and conditions of all instruments of record on the date of this Lease.

- (i) Commencement Date.

- (j) Rent Commencement Date:

41. Fixed Rent: Adjustments of Rent.

(a) The fixed annual rent to be paid by Tenant to Landlord during the term of this Lease shall be as follows:

FIXED ANNUAL RENT SCHEDULE

Period	Annual Fixed Rent	Monthly Fixed Rent
Rent Commencement		
to end of Lease Year One	\$78,000.00	\$6,500.00
Lease Year Two	\$78,000.00	\$6,500.00
Lease Year Three	\$78,000.00	\$6,500.00
Lease Year Four	\$78,000.00	\$6,500.00
Lease Year Five	\$78,000.00	\$6,500.00

"Lease Year" shall mean a twelve (12) calendar month period, the first of which Lease Year commences on the Commencement Date; however, if the Commencement date does not fall on the first day of a calendar month then the first Lease Year shall contain the remaining days in said month plus the following eleven (11) full calendar months. Each subsequent Lease Year shall be twelve (12) full calendar months commencing with the first day of the calendar month following the previous Lease Year except that Lease Year Six shall end on _ . Notwithstanding anything contained herein, provided tenant is not in default of any of the provisions contained herein, Landlord shall waive first three (3) months of the initial term of the lease. Tenant shall be responsible for all other fees and additional rent, including water and electricity during this period.

(b) For the purposes of this Article 41, the following definitions shall apply:

Intentionally Omitted.

42. Electricity and Heat.

- (a) Tenant shall contract directly with the public utility furnishing electric current to the building for the supply, at Tenant's cost, of all electric current to be used in the demised premises for electricity and heat. Tenant, at its expense, shall furnish and install all risers, conductors, meters and other equipment necessary to carry such electric current to the demised premises and to measure Tenant's consumption thereof.
- (b) Tenant's use of electric current in the demised premises shall not at any time exceed the capacity of any of the electrical conductors and equipment in or otherwise serving the demised premises, Tenant shall not make or perform or permit the making or performing of any alteration to wiring installations or other electrical facilities in or serving the demised premises without the prior consent of Landlord in each instance which approval shall not be unreasonably withheld, conditioned or delayed. Should Landlord grant any such consent, all additional risers or other equipment required therefore shall be installed by Landlord at Tenant's cost.
- (c) Landlord shall not be liable in any way to Tenant for any failure or defect in the supply or character of electric energy furnished to the demised premises by reason of any requirement, act or omission of the public utility serving the building with electricity or for any other reason not attributable to Landlord.

43. Limitation on Liability.

Tenant shall look only to Landlord's estate and property in the building, or in the event that building is converted to condominium Landlordship to Landlord's estate and property in the condominium unit of which the demised premises form a part, for the satisfaction of Tenant's remedy for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or liability by Landlord hereunder, and no other property or assets of Landlord and no property of any officer, employee, director, shareholder, partner or principal of Landlord shall be subject to levy, attachment, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the demised premises.

44. Insurance

Tenant covenants and agrees to provide on or before the commencement of the term of this Lease and to keep in force during the term hereof for the benefit of Landlord and Tenant a comprehensive general liability insurance policy with contract liability endorsement protecting Landlord, Tenant, Landlord's managing agent and (i) any mortgagee or superior lessor, the names of which shall have been furnished to Tenant in writing, and (ii) any condominium regime, cooperative corporation or association responsible, the names of which shall have been furnished to Tenant in writing for the operation or maintenance or participating in the use of common areas or elements and any other person reasonably designated by Landlord, whose name is furnished by Landlord to Tenant, against any liability whatsoever, occasioned by any occurrence on or about the demised premises or any appurtenances thereto. Such policy *is* to be written by good and solvent insurance companies reasonably satisfactory to Landlord, and shall be in such limits as Landlord may reasonably require and as of the date of this Lease Landlord reasonably requires limits of liability hereunder of not less than the amount of Two Million (\$2,000,000) Dollars per occurrence for bodily or personal injury (including death) and in the amount of One million (\$1,000,000) Dollars in respect of property damage. Prior to the time such insurance is first required to be carried by Tenant and thereafter, at least twenty (20) days prior to the effective date of such policy, Tenant agrees to deliver to Landlord either a duplicate original of the aforesaid policy or a certificate evidencing such insurance. Said certificate shall contain an endorsement that such insurance may not be canceled except upon thirty (30) days' notice to Landlord. If Tenant's fails to provide and keep current the aforementioned insurance, Landlord shall be permitted to obtain insurance for Tenant at Tenant's sole cost and expense and may charge Tenant an additional ten (10%) percent administrative fee. Landlord shall have the right at any time and from time to time during the term of the Lease on no less than fifteen (15) days' notice to Tenant to require that Tenant increase the amounts and/or types of coverage reasonably required to be maintained under this Article 44 to the amounts and/or types of coverage as are or shall be customarily insured against in commercial establishments similar in construction, use and occupancy to the commercial establishment to be operated in the demised premises. Any of the insurance coverage provided for in this Article 44 may be incorporated in a blanket policy covering the demised premises and other locations, provided that the limits of coverage with respect to the demised premises shall not be less than the limits set forth in this Article 44. Landlord will furnish names and addresses of all parties to be named as additional insured under Tenant policy. Said coverage may be added by an excess policy.

(NOTES RUN INSURANCE CLAUSE BY BROKER AND CONSIDER INCREASE AMOUNT)

45. Brokerage.

Tenant represents dealings with no broker in connection with the consummation of this Lease, and each covenants and agrees to pay, hold harmless and indemnify the Landlord from and against any and all costs, expense (including reasonable attorneys' fees) or liability for any compensation, commissions or charges claimed by any broker or agent other than the Broker with respect to this Lease or the negotiation thereof. Landlord covenants to pay, hold harmless and indemnify Tenant from and against any and all costs, expense or liability for any compensation and charges claimed by the above Broker, and agrees that it will pay any and all commissions due the Broker pursuant to a separate agreement.

46. Late Payment Charge.

If Tenant shall fail to make any payment of any rent, additional rent or fees, within 5 days after its due date, Tenant shall pay the Landlord additional rent equal to ten percent (10%) of the amount that is overdue, which additional rent shall increase by an additional two percent (2%) per month, if any rent additional rent or fees remain unpaid for more than one month. The late charge is in addition to any other remedy for non-payment of rent, additional rent or fees available to Landlord pursuant to this Lease or applicable law.

47. Tenant further covenants and agrees that it will:

(i) at Tenant's expense, clean the interior and exterior of the windows and doors (including, in each case, the frames thereof) in the demised premises and in the perimeter walls thereof whenever in the reasonable judgment of Tenant is necessary, and Tenant will not require, permit, suffer or allow any such window or door to be cleaned in violation of the Labor Law of the State of New York or of any other law or ordinance or of any rule, order or regulation of any governmental authority having jurisdiction there over; at Tenant's expense, clean and polish the inside and outside of the demised premises whenever in the reasonable judgment of Tenant necessary;

(ii) at Tenant's expense keep the demised premises clean, and in a sanitary condition, keep all plumbing and sanitary fixtures serving the demised premises in a good state of repair and operating condition to the points they connect with the main vertical risers and stacks of the building, bag and remove all rubbish and other debris from the demised premises daily between the hours of 6:00 p.m. and 8:00 a.m. through areas designated by Landlord to the building's designated disposal area under conditions approved by Landlord. Tenant shall contract with private carter to have waste removed from premises at Tenant's sole cost and expense.

(iii) as soon as practicable and in any event within twenty-four hours after any glass (including mirrors) in the demised premises and the perimeter and demising walls thereof is broken or cracked, including a so-called "bulls eye" break in the glass, at its sole expense, replace such glass with glass of the same kind and quality and as may be necessary or desirable in connection with such replacement, repair or replace the frames for such glass, and in the event Tenant shall fail to so replace such glass and if necessary repair or replace such frames as aforesaid in a manner reasonably satisfactory to Landlord, then Landlord may replace the glass, if necessary, and repair or replace such frames on Tenant's behalf and Tenant shall, within ten (10) days after Landlord's demand therefore, pay to Landlord as additional rent the reasonable and actual costs

incurred by Landlord in so doing. Throughout the term of this Lease, Tenant shall keep all glass in the demised premises and in the perimeter and demising walls thereof, the frames for such glass, and any lettering and ornamentation on such glass insured against damage (including temporary repairs) for the benefit of Landlord, Landlord's managing agent and any mortgagee or superior lessor whose name is furnished to Tenant by Landlord, either, at Landlord's option, by Tenant paying to Landlord a proportionate share of the premium incurred by Landlord for a blanket comprehensive glass policy for the building or by Tenant, at Tenant's expense, furnishing Landlord with a separate policy or policies for such glass insurance, in such form and placed with such underwriters as may be reasonably approved by Landlord;

(iv)display no lettering sign, advertisement, notice or object and permit no such display on the windows or doors or on the outside of the perimeter walls of the demised premises except with the prior written consent of Landlord which consent shall not be unreasonably withheld, conditioned or delayed.

(v)intentionally deleted.

(vi) not use, play or operate or permit to be used, played or operated any sound making or sound reproducing device in the demised premises except in such manner and under such conditions so that no sound shall be heard outside of the demised premises, and Tenant covenants and agrees that Tenant, at Tenant's expense, will observe, comply with and adopt such means and precaution as Landlord may from time to time reasonably request in such connection.

48. Tenant Responsibility for Air Conditioning.

Tenant shall, at its sole expense, install, maintain and repair all airconditioning for the demised premises.

49. Tenants Responsibility for Bathrooms.

Tenant shall be responsible to clean and maintain any bathrooms located in the premises, if any.

50. "As Is" Condition".

Except as provided herein, Landlord makes no warranties or representations as to the condition of the premises and has not agreed and shall not be obligated to make any repairs, replacements or improvements in and to the demised premises except as specifically provided elsewhere in this lease. Tenant has thoroughly investigated and inspected the premises, notes the condition thereof and accepts the same in their present condition and state of repairs "AS IS" at the time of execution of this lease.

51. Other Rules and Regulations.

Landlord reserves the right to make such other reasonable rules and regulations as it may, from time to time, deem advisable, and Tenant agrees to observe and conform to all such rules and regulations. All such rules shall be applied in an uniform and non-discriminatory manner.

52. Notices.

All notices to be given pursuant to the provisions of this lease shall be in writing and shall be sent by certified or registered mail, return receipt requested, to the Landlord and the Tenant at the addresses herein provided, or at such other address to which mail shall be directed by either party pursuant to appropriate notice which shall be sent in the aforesaid manner. Copies of default notices only to Tenant shall also be sent to Tenant's attorney, Lefkowitz & Edelstein, 444 Madison Avenue, Suite 1805, New York, New York 10022, Attn: Mr. Alan Rosenberg.

53. Holdover.

In the event that the Tenant shall not vacate the premises at the termination date of this Lease, in the absence of a written agreement between the Landlord and the Tenant permitting the Tenant to remain in possession of the leased premises after the termination date of this Lease, and if the Landlord shall accept and deposit rent from the Tenant shall be deemed to be a month-to-month Tenant occupying the premises under the same terms and conditions as contained in this Lease, except that the amount of rent to be paid during such monthly tenancy shall be at the rate of **double** the rent payable by Tenant during the last month of the Lease term and any options given to the Tenant hereunder shall not be projected into the said month-to-month tenancy. In the event that, after the expiration of this Lease or after the expiration any month-to-month tenancy created hereunder or by operation of law, the Tenant does not vacate the premises, the Tenant shall pay the Landlord all costs, including reasonable attorney fee, proceedings commenced by the Landlord against the Tenant. In the event the Tenant shall remain in the demised premises after the termination of this Lease and the Tenant shall not become a month-to-month Tenant, during such period of holding-over, shall have all of the obligations of the Tenant herein contained as set forth in this Lease except with respect to rent to be paid and the term.

Commented [TY1]: We made it from 1 ½ times to 2x which is more in line with market

54. Bounced Checks.

In the event Tenant, during the term of this Lease, bounces two checks payable to the Landlord for any reason, then all future checks payable to Landlord shall be made by certified check or bank check. Failure to provide same shall be a material default under this lease.

55. Setoff.

It is the essence of this Lease that rent and additional rent shall be paid during the term of this Lease as and when therein provided for, and the Tenant does hereby covenant and agree that in the event that the Landlord commences any summary proceeding, for non-payment of rent or additional rent, the Tenant shall not interpose any counter claim, set off, or defense to summary proceedings, except mandatory counterclaims, other than that the amount of said rent or additional rent is incorrect, or at the time is not past due, and the Tenant does further covenant that in the event that a summary proceeding shall be commenced against the Tenant other than for rent or additional rent, that the Tenant will not interpose any counter claim to such summary proceedings except mandatory counterclaims. The Tenant does hereby waive any right to interpose any such counter claim, off set or defense. Nothing herein shall prohibit the Tenant from bringing any independent action against the Landlord with respect to any claim against the Landlord, but the Tenant does hereby covenant that such independent action shall not be consolidated with any summary proceeding, and the Tenant does hereby waive any right to consolidate any claim by the Tenant with

any summary proceedings brought by the Landlord.

56. Security Deposit.

Supplementing paragraph 34 of the Lease, Tenant's security deposit shall be equivalent to two (2) months rent. Tenant shall increase the security deposit as the rent for the premises increases.

Commented [TY2]: The water dragons security was 3, we changed it to 2 per your email

57. Intentionally Omitted.

58. Intentionally Omitted.

59. Landlord shall have access to the basement through the demised premises for the purpose of reading the electrical and gas heaters for the premises..

60. Tenant shall be prohibited from using the backyard of the premises. Any such use shall be deemed a material breach of the lease.

61. Tenant shall be responsible to make sure the corridor on the street level remains unobstructed at all times. Tenant shall not be permitted to remove the structural wall between the corridor and the premises that the tenant is leasing.

Commented [TY3]: Took out original 61 with Tenant's work

62. Tenant shall have the right to use the existing bathroom for its intended use, until such time as the renovation is complete and the tenant has installed its own water meter.

63. Tenant is responsible for all water charges due under separate water meter that was installed by the owner at the Premises. Tenant will be responsible under the Lease to reimburse the Landlord for all gas charges incurred for the entire building for all amounts over \$44 per month. If the gas rate should increase during the term of the lease then the Landlord shall pay its proportionate share above the \$44.00 rate and the tenant shall be responsible for the rest.

64. Material inducement for a Landlord entering into this Lease, the Tenant hereby agrees this Lease may be canceled on sixty (60) day notice if the Landlord plans to sell or demolish the building. In any event the Landlord intends to sell or demolish the building, the Landlord may give the Tenant a sixty (60) day notice advising the Tenant of the Landlord's intentions and that the Lease will terminate on a date that is sixty (60) or more days from the giving of such notice. This right may be exercised by the Landlord, or the Landlord's successor in the event that the building is transferred. Upon the expiration of this, this Lease and its terms shall end and expire as if fully and completely as if the expiration of such notice date or the expiration of the Lease and the term thereof, the Tenant shall then quit, surrender and vacate the premises to Owner, but remain liable as provided under the Lease. Landlord has all remedies under the law and under the Lease upon such expiration. If the Landlord terminates pursuant to this paragraph or with a termination date during the first year of this Lease, i.e. before _____, 2020, then, upon the Tenant vacating pursuant to the notice given under this paragraph the Landlord shall pay the Tenant \$13,000.00.