

**SURRENDER AGREEMENT DATED MARCH ____ 2021 BETWEEN
CHARLES HENRY PROPERTIES, LLC, AS LANDLORD, AND
NY FINEST DRY CLEANERS, INC., AS TENANT,
AND LUIS G. BOHORQUEZ, AS GUARANTOR”**

WHEREAS Landlord and Tenant entered into a Lease Agreement dated June 1, 2019, for the premises known as 336 East 56th Street, Street Level Store, New York, NY 10022 (the “Premises”); and

WHEREAS, Luis G. Bohorquez (“Guarantor”) signed the Guaranty to the Lease Agreement for the Premises,

WHEREAS Tenant is in possession of the subject Premises; and

WHEREAS Tenant agrees to surrender and vacate the Premises on or before April 9, 2021, and

IT IS THEREFORE AGREED AS FOLLOWS:

1. Tenant hereby represents, warrants, and agrees that it will vacate and surrender the Premises on or before April 9, 2021 (the “Vacate Date”), and that it is the sole entity in possession of the subject premises, and that it has not granted any third party, including any individual or entity, any right to occupy the premises. Tenant further represents and agrees that through the vacate date, it shall not grant any possessory or other rights in or to the premises by sublease, assignment, license or otherwise to any third party. Any violation of this obligation constitutes a material breach of the terms of this Agreement.

2. The Tenant’s vacating and surrender of the Premises is without prejudice to, and not a waiver of, Landlord’s money claims for all rent arrears, legal fees, and all future rent and any other amounts due under the Lease. Further, the Guarantor agrees that he is liable for all

amounts due from the Tenant. This Agreement is without such prejudice to, and not a waiver of, all claims against the Guarantor.

3. If Tenant fails to vacate the Premises by the Vacate Date, then the Landlord's remedies will include being able to change the locks to the Premises, and/or commence a proceeding that the Tenant agrees may be commenced by service upon the Tenant at the following email address: _____. Tenant consents to the jurisdiction of the court, accepts service of the proceeding by email, and consents to a final judgment of possession for the Premises with the warrant of eviction to issue and execute forthwith pursuant to the terms of this Agreement, along with a money judgment for all amounts due under the lease through the date possession is gained, but without prejudice to claims for further amounts due after possession is gained.. This agreement may be submitted to the court so that the judgment may be entered in accordance with this agreement. Landlord's counsel may submit this agreement to the court, without notice, if the Tenant fails to timely vacate.

4. This Agreement may not be modified unless in writing signed by all parties.

5. Tenant agrees that time is of the essence with regard to all the obligations under this stipulation and Tenant will make no application to the Court for any extension for time to vacate.

6. Signatures by facsimile or email may be used as if originals.

Dated: New York, New York
_____, 2021

VERNON & GINSBURG LLP

Attorneys for Landlord
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New York, NY 10016
Tel: (212) 949-7300

by: Darryl M. Vernon

CHARLES HENRY PROPERTIES, LLC
Landlord

By:

NY FINEST DRY CLEANERS, INC.
Tenant

By: Louis G. Bohorquez

LOUIS G. BOHORQUEZ
Guarantor
