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|---------------------------|-------------------------------|-------------------|------------|
| <b>Lease Information:</b> | <b>Abstract Date</b> 3.17.20  | <b>Assignee</b>   | Fitz & Co  |
|                           | <b>Abstractor:</b> Sean Black | <b>Landlord:</b>  | SL Green   |
|                           |                               | <b>Doc. Date</b>  | 6/1/2016   |
|                           |                               | <b>Abstractor</b> | Sean Black |

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| <b>Documents</b> |
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| <b>1. Document / Date:</b> | Good Guy Guarantee | 1-Jun-16 |
| <b>2. Document / Date:</b> | Lease              | 1-Jun-16 |

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| <b>Property Information:</b> |
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|-------------------------------|--------------------|-------------------|----------|
| <b>Property Name :</b>        | 625 Madison Avenue | <b>City :</b>     | New York |
| <b>Address 1 :</b>            | 625 Madison Avenue | <b>State :</b>    | NY       |
| <b>Address 2 :</b>            |                    | <b>Zip :</b>      |          |
| <b>Suite/Store :</b>          | Par 2nd Floor      | <b>Country :</b>  | USA      |
| <b>Property Rentable SF :</b> | 591,797            | <b>Currency :</b> | USD      |

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| <b>Tenant Information:</b> |
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| <b>Lease Status :</b>  | Active                             | <b>Rentable SF :</b> | 7575       |
| <b>Space Use :</b>     | General Office & Fine Art Showroom | <b>Usable SF :</b>   |            |
| <b>Recovery Type :</b> | Semi Gross                         | <b>Trade Name :</b>  | Fitz & Co. |

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| <b>Rent Schedule:</b> |
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| Rent Type                 | End Date | Annual       | Monthly  | PSF/Year | Cite      |
|---------------------------|----------|--------------|----------|----------|-----------|
| <b>Fixed annual Rent:</b> | Year 1   | \$385,000.00 | 32083.33 | \$50.83  | Exhibit B |
|                           | Year 2   | \$396,550.00 | 33045.83 | \$52.35  | Exhibit B |
|                           | Year 3   | \$408,446.50 | 34037.21 | \$53.92  | Exhibit B |
|                           | Year 4   | \$420,699.90 | 35058.33 | \$55.54  | Exhibit B |
|                           | Year 5   | \$433,320.89 | 36110.07 | \$57.20  | Exhibit B |

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| <b>Contact Information &amp; Notices:</b> |
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| Contact Type           | Company Name   | Address  |
|------------------------|----------------|--|
| <b>Landlord/Payee:</b> | 625 LESSEE LLC | 420 Lexington Avenue<br>New York, NY 10170   |
| <b>LL Attorney:</b>    |                | SL Green Realty Corp.<br>420 Lexington Avenue<br>New York, NY 10170 Att. Kathleen Crocco |
| <b>Tenant:</b>         | FITZ & CO.     | 420 Lexington Avenue<br>New York, NY 10170   |



(a) Tenant's proposed subrental or (b) the rate of Fixed Annual Rent and Additional Rent, and otherwise on the same terms, covenants and conditions (including provisions relating to escalation rents), as are contained herein and as are allocable and applicable to the portion of the Premises to be covered by such subletting. Art. 4.02  
Pg 5-6

Landlord shall have a period of thirty (30) days from the receipt of such Tenant's Recapture Offer to either accept or reject Tenant's Recapture Offer by means of assignment, subletting or termination, as the case may be.

If Tenant desires to assign this Lease or to sublet all or any portion of the Premises, it shall first submit in writing to Landlord with respect to each such prospective assignment or subletting (i) a fully negotiated, commercial real estate industry standard term sheet agreed to and executed by both Tenant and an independent, qualified, third party proposed assignee or sublessee. Art. 4.06  
Pg 7

If Landlord shall not have accepted Tenant's Recapture Offer and Landlord shall not have terminated this Lease, as provided for in Section 4.02 hereof, then Landlord will consent or deny its consent to such assignment or subletting in accordance with the terms set forth herein within thirty (30) days after Tenant notifies Landlord of its desire to assign this Lease or to sublet all or any portion of the Premises (which notice may be given simultaneously with Tenant's Recapture Offer). Landlord will not unreasonably withhold, condition or delay its consent to Tenant's request for consent provided..... Art. 4.07  
Pg 8

....(vi) No subletting shall end later than one (1) day before the Expiration Date nor shall any subletting be for a term of less than two (2) years unless it commences less than two (2) years before the Expiration Date;

The following occupancy and use shall be prohibited: Government Agency, School, Medical Offices, office suites, employment Agency, etc.... Art. 4.07  
Pg 9

Landlord hereby consents to Tenant's subletting to BKDC, Ltd. A New York corporation (the "BK.DC Subtenant"). Art. 4.14  
Pg 11

**Default:** Landlord may terminate this Lease on three (3) days' notice: (a) if Fixed Annual Rent or Additional Rent is not paid within ten ( 1 0) days after written notice from Landlord; or (b) if Tenant shall have failed to cure a default in the performance of any covenant of this Lease (except the payment of Rent), or any rule or regulation hereinafter set forth, within twenty (20) days after written notice thereof from Landlord, Art. 5.01

**Alterations:**

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| <p><u>Landlord's approval shall not be required in order for Tenant to perform purely decorative Alterations to the Premises provided that such Alterations (i) are consistent with the Operating Standard, (ii) do not affect utility services or plumbing and electrical lines or other systems of the Building, (i ii) do not affect and are not visible from any portion of the Building outside of the Premises and (iv) comply with all applicable provisions of this Lease. All Alterations shall be performed in accordance with the following conditions:</u></p>   | Art. 8.02         |
| <p>Prior to the commencement of any Alterations which have been duly approved by Landlord under this Article 8 or for which Landlord's approval is not required under this Article 8, and which (a) <u>cost more than Fifty Thousand and 00/100 (\$50,000.00) Dollars, or (b) for which permits or licenses are required by any governmental or quasi-governmental agency or authority having jurisdiction or (c) which affect any Building systems or utilities; Tenant shall first submit to Landlord, and obtain Landlord's written approval of,</u> detailed dimensioned coordinated plans and specifications, including layout, architectural, mechanical, electrical, plumbing and structural drawings for each proposed Alteration. Landlord shall be given, in writing, in advance, a good description of all other Alterations.</p> | Art. 8.02<br>(i)  |
| <p>All work shall be performed with union labor having the proper jurisdictional qualifications.</p>   | Art. 8.02<br>(iv) |
| <p>Prior to the commencement of any work by or for Tenant, Tenant shall furnish to Landlord certificates evidencing the existence of the following insurance:</p>  | Art. 8.02<br>(vi) |
| <p>(a) Workmen's compensation insurance covering all persons employed for such work and with respect to whom death or bodily injury claims could be asserted against Landlord, Tenant or the Premises.</p>   | Art. 8.02<br>(vi) |
| <p>(b) Broad form general liability insurance written on an occurrence basis naming Tenant as an insured and naming Landlord and its designees as additional insureds, with limits of not less than Three Million and 00/ 1 00 (\$3,000,000.00) Dollars combined single limit for personal injury in any one occurrence, and with limits of not less than Five Hundred Thousand and 00/ 1 00 (\$500,000.00) Dollars for property damage (the foregoing limits may be revised from time to time by Landlord to such higher limits as Landlord from time to time reasonably requires).</p>   | Art. 8.02<br>(vi) |
| <p>Tenant, at its sole cost and expense, shall cause all such insurance to be maintained at all time when the work to be performed for or by Tenant is in progress. All such insurance shall be obtained from a company authorized to do business in New York and shall provide that it cannot be canceled without thirty (30) days prior written notice to Landlord. All policies, or certificates therefor, issued by the insurer and bearing notations evidencing the payment of premiums, shall be delivered to Landlord. Blanket coverage shall be acceptable, provided that coverage meeting the requirements of this paragraph is assigned to Tenant's location at the Premises.</p>  | Art. 8.02<br>(vi) |

(vii) In granting its consent to any Alterations having an aggregate cost of \$ 1 00,000.00 or more, or for which plans and specifications must be filed with the governmental or quasi-governmental agencies or authorities having jurisdiction, Landlord may impose such conditions as to guarantee of completion (including, without limitation, requiring Tenant to post additional security or a bond to insure the completion of such Alterations, payment, restoration or otherwise), as Landlord may reasonably require.

Art. 8.02  
(vi)

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| <b>Repairs:</b>                       | Tenant shall take good care of the Premises and the fixtures and appurtenances therein, and shall make all repairs necessary to keep them in good working order and condition, including structural repairs when those are necessitated by the act, omission or negligence of Tenant or its agents, employees, invitees or contractors, subject to these provisions of Article 41 hereof. <u>During the Term of this Lease, Tenant may have the use of any air-conditioning equipment servicing the Premises, subject to the provisions of Article 36 of this Lease, and shall reimburse Landlord, in accordance with Article 41 of this Lease, for electricity consumed by the equipment.</u>  | Art. 10.01             |
| <b>End of Term:</b>                   | Tenant therefore agrees that if possession of the Premises is not surrendered to Landlord on or before the Expiration Date or any or sooner termination of the Term, Tenant shall pay to Landlord as liquidated damages <u>for each month and for each portion of any month during which Tenant holds over in the Premises after expiration or termination of the Term, a sum equal to: (i) one and one-half (1 1/2) times the average Fixed Annual Rent and Additional Rent which was payable per month under this Lease during the last six months of the Term, for the period from the Expiration Date through the thirtieth (30) day thereafter, and (ii) two(2) times the average Fixed Annual Rent and Additional Rent which was payable per month under this Lease during the last six months of the Term, for the period from the thirty-first (31 st) day after the Expiration Date through the date upon which possession of the Premises is surrendered by Tenant in accordance with the provisions of this Lease.</u> | Art. 12.01<br>Pg 20-21 |
| <b>Occupancy &amp; Use by Tenant:</b> | If this Lease is terminated because of Tenant's default hereunder, then, in addition to Landlord's rights of re-entry, restoration, preparation for and re-rental, and anything elsewhere in this Lease to the contrary notwithstanding, all Fixed Annual Rent and Additional Rent reserved in this Lease from the date of such breach to the Expiration Date shall become immediately due and payable to Landlord and Landlord shall retain its right to judgment on and collection of Tenant's aforesaid obligation to make a single payment to Landlord of a sum equal to: (i) the amount  | Art. 26.01<br>Pg 28    |

by which (x) the Fixed Annual Rent and Additional Rent payable under this Lease for the period from the date of such default through the Expiration Date exceeds (y) the then fair and reasonable rental value of the Premises for the same period, which sum shall be discounted to present value by using the prime rate of interest charged by JPMorgan Chase Bank, New York, New York (or the successor thereto) on the date of such breach, and (ii) all customary expenses incurred by Landlord in reducing to judgment or otherwise collecting Tenant's aforesaid obligation and in obtaining possession of, restoring, preparing for and re-letting the Premises. In no event shall Tenant be entitled to a credit or repayment for re-rental income which exceeds the sums payable by Tenant hereunder or which covers a period after the Term.

Art.25  
Pg 29

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| <b>Water:</b>            | Landlord shall install a water meter to measure Tenant's water consumption for all purposes and <u>Tenant agrees to pay, as Additional Rent, for the installation and maintenance thereof and for water consumed as shown on said meter at Landlord's cost therefor.</u>  | Art. 28.01<br>Pg 29    |
| <b>Security Deposit:</b> | <u>Tenant shall deposit</u> with Landlord, upon Tenant's execution and delivery of this Lease, the sum of ninety six thousand two hundred fifty and \$00/ 1 00 ( <u>\$96,250.00</u> ).  | Art. 31<br>Pg 30       |
|                          | If Tenant is not in default under any of the terms, covenants and conditions of this Lease after notice and beyond the expiration of any applicable cure periods, the <u>Security shall be returned to Tenant within sixty ( 60) days after the Expiration Date.</u>  |                        |
| <b>Tax Escalation:</b>   | Tenant to pay its proportionate share of increases in Real Estate taxes attributable to the building <u>over a 2016/2017 base year amount. . Tenant's Share to equal 1.28%</u>  | Art. 32<br>Pg 31       |
| <b>Air Conditioning:</b> | <u>Tenant acknowledges and agrees that heat and air-conditioning service to the Premises shall be supplied through equipment installed, operated, maintained and repaired by Tenant and that Landlord has no obligation to install, operate, maintain or to repair the said equipment or to supply heat or air-conditioning service to the Premises. All heat and air conditioning systems, equipment and facilities now or hereafter located in or servicing the Premises (the "HVAC Systems") including, without limitation, all ducts , dampers, registers , grilles and appurtenances utilized in connection therewith , shall be maintained, repaired and operated by Tenant in compliance with all present and future laws and regulations relating thereto at Tenant 's sole cost and expense. Tenant shall pay for all electricity consumed in the operation of the HVAC Systems. Tenant shall pay for all parts and supplies necessary for the proper operation of the HVAC Systems (and any restoration or replacement by Tenant of all or any part thereof shall be in quality and class at least equal to the original work or installations );</u> | Art. 34.01<br>Pg 34-35 |

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Tenant shall pay to Landlord as Additional Rent hereunder the following charges (plus sales tax, if applicable) in consideration of Landlord's agreement to make available to Tenant Condenser Water hereunder commencing as of the date upon which Tenant gives Tenant's Condenser Water Notice to Landlord, an annual charge of \$700.00 per ton of Condenser Water (the "Annual Condenser Water Charge"). Art. 34.04 Pg 36

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Landlord shall provide, at no additional cost to Tenant, heat to the Premises through the existing base Building perimeter heating system serving the Premises during the same hours on the same days in the cold season in each year. Art. 34.05 Pg 36

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**Electricity:** Landlord shall furnish electricity to Tenant on a "submetered basis". Art. 40.01 Pg 38

Landlord's Cost for such redistributed electricity shall be equal to (i) the consumption of KW demand and KW hours recorded on Tenant's submeter(s), billed at the service classification under which Landlord purchases electric current and the rate that is appropriate for Tenant's level of consumption, (ii) Landlord's actual, out-of-pocket costs (which amount shall not exceed \$75.00 per month) for measuring, calculating and reporting Tenant's electricity charges, including the fees of a third-party electrical consultant ("Consultant Costs"), and (iii) and all surcharges, and (iii) and all surcharges, energy charges, fuel adjustment charges, rate adjustments and taxes paid by Landlord.

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Landlord shall install submeters at Tenant's sole cost and expense to measure Tenant's electricity consumption, KWH and KW. Art. 40.02 Pg 38

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At the option of Landlord, Tenant agrees to purchase from Landlord or its agents all lamps and bulbs used in the Premises and to pay for the cost of installation thereof. Art. 40.08 Pg 40

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Anything hereinabove to the contrary notwithstanding, in no event is the submetering Additional Rent or any "alternative charge" to be less than an amount equal to the total of Landlord's payments to public utilities and/or other providers for the electricity consumed by Tenant (and any taxes thereon or on redistribution of same) plus five ( 5%) percent thereof for transmission line loss. Art. 40.09 Pg 40

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**Insurance:** A Commercial General Liability insurance policy naming Landlord and its designees as additional insureds protecting Landlord, its designees against any alleged liability, occasioned by any incident involving injury or death to any person or damage to property of any person or entity, on or about the Building, the Premises, common areas or areas around the Building or premises. Such insurance policy shall include Products and Completed Operations Liability and Contractual Liability covering the liability of the Tenant to the Landlord by virtue of the indemnification agreement in this Lease, ART. 42.02 (a) Pg 42

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| <b>Insurance:</b>          | <p>covering bodily injury liability, property damage liability, personal injury and advertising liability and fire legal liability, all in connection with the use and occupancy of or the condition of the Premises, the Building or the related common areas, in amounts not less than:</p> <p>\$5,000,000, general aggregate per location<br/> \$5,000,000, per occurrence for bodily injury and property damage<br/> \$5,000,000, personal and advertising injury<br/> \$ 1 ,000,000, fire legal liability</p>   | <p>ART.<br/>42.02 (a)<br/>Pg 42</p> |
| <hr/>                      |  |                                     |
| <b>Conduct of Business</b> | <p>Tenant shall:</p> <p>(i) continuously and uninterruptedly occupy and use and conduct business in the entire Premises for the uses permitted hereunder throughout the Term of this Lease and any renewals or extensions thereof;</p> <p>(iv) install and at all times maintain and repair, at its sole cost and expense, in good and working order any ventilating equipment and systems, and fire prevention and suppression systems as may be required by law, code, rule or regulation of any governmental authority or agency having jurisdiction based upon Tenant's use of the Premises, as well as any related duct work, piping, connections and vertical risers, if any, and shall at all times keep ducts in the Premises free of grease so that the same shall at no time constitute a fire hazard.</p> | <p>Art. 44.03<br/>Pg 45</p>         |
|                            | <p>The violation by Tenant of any of the covenants, agreements, terms, provisions and conditions contained in this Article shall be deemed a material and substantial default by Tenant under the terms of this Lease.</p>   | <p>Art. 44.04<br/>Pg 45</p>         |
| <hr/>                      |  |                                     |
| <b>Rubbish, ETC.</b>       | <p><u>Tenant shall, at its own cost and expense, store and dispose of all of its garbage and waste matter</u> in a manner which prevents the emanation of any odor and effluent and in compliance with the rules established by Landlord from time to time and those of all governmental agencies having jurisdiction.</p> <p><u>Tenant shall pay the cost of such removal directly to the carting company supplying such service to Tenant.</u> All deliveries shall be made to and from the Premises via the route and during the hours designated by Landlord from time to time and in accordance with Landlord's rules and regulations.</p>  | <p>Art. 48.01<br/>Pg 48</p>         |
|                            | <p><u>Tenant shall, at its own expense, keep and maintain the entire interior of the Premises in clean and orderly condition at all times. The interior of the Premises shall be cleaned thoroughly at least once daily by Tenant.</u></p>   | <p>Art. 48.02<br/>Pg 48</p>         |
|                            | <p><u>Tenant, at its own cost and expense, shall keep the Premises free from vermin, rodents or anything of like objectionable nature, and shall employ only such pest, insect or exterminating contractors as are approved by Landlord, which approval Landlord agrees shall not be unreasonably withhold.</u></p>  | <p>Art. 48.03</p>                   |



In the event of Tenant's failure to keep the Premises free from vermin, the Landlord after five (5) days' notice shall have the right, at the Tenant's expense, to take all necessary or proper measures to exterminate any and all vermin from the Premises.

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Any failure of Tenant to comply with the provisions of this Article shall constitute a material and substantial default by Tenant under the terms of this Lease for which default Landlord shall have all of the remedies available to it under this Lease, at law and in equity. Art. 48.04

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**Compliance with Law:** If, at any time during the Term hereof, Landlord expends any sums for alterations or improvements to the Building which are required to be made pursuant to any law, ordinance or governmental regulation, Tenant shall pay to Landlord, as Additional Rent, Tenant's Share of such cost within twenty (20) days after demand therefor; Art. 50.01  
Pg 50

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provided, however, that if the cost of such alteration or improvement is one which is required to be amortized over a period of time pursuant to applicable governmental regulations, Tenant shall pay to Landlord, as Additional Rent, during each year in which occurs any part of the Term, Tenant's Share of the cost thereof amortized on a straight line basis over an appropriate period, but not more than seven (7) years.

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**Guarantee**

**Good Guy Guarantee:** Guarantor provides guarantee of the obligation accruing through the "Good Guy Period" including the sixty days following the giving of Tenant's notice of its intention to vacate and provided Tenant in fact vacates at the end of such sixty (60) day period. Art. 1  
Pg. 1

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**Abstract / Audit Information:**

**Date Prepared :** 3/17/2020

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