

ORIGINAL
COPY

AGREEMENT OF LEASE, made as of this 14th day of June 2015, between

150 WEST 28TH STREET LLC, 89 Fifth Avenue, New York, New York 10003,
party of the first part, hereinafter referred to as OWNER, and

WCMG, LLC, party of the second part, hereinafter referred to as TENANT,

Witnesseth: Owner hereby leases to Tenant and Tenant hereby hires from Owner Suite 200 as per attached floor plan (hereinafter the "demised premises")

in the building known as 150 West 28th Street, New York, NY (hereinafter the "Building")

in the Borough of Manhattan, City of New York, for the term of sixty (60) months to commence on

July 1, 2015 and to end on June 30, 2020,

both dates inclusive, at the annual rental rate of [See Attached Rent Schedule, Rider No. 1]

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance of the first day of each month during said term, at the office of Owner or such other place as Owner may designate, without any set off or deduction whatsoever, except that Tenant shall pay the first monthly installments (s) on the execution hereof (unless this lease be a renewal).

In the event that at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of rent to Owner pursuant to the terms of another lease with Owner or Owner's predecessor in interest, Owner may at Owner's option and without notice to Tenant add the amount of such arrears to any monthly installment of rent payable hereunder and the same shall be payable to Owner as additional rent.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

Occupancy: 1. Tenant shall pay the rent as above and as hereinafter provided.
Use: 2. Tenant shall use and occupy demised premises for commercial purposes only -- not for living as set forth in Rider No. 1 provided such use is in accordance with the Certificate of Occupancy for the building, if any, and for no other purpose.

Alterations: 3. Tenant shall make no changes in or to the demised premises of any nature without Owner's prior written consent. Subject to the prior written consent of Owner, and to the provisions of this article, Tenant at Tenant's expense, may make alterations, installations, additions or improvements which are nonstructural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises using contractors or mechanic's first approved by Owner. Tenant shall, at its expense, before making any alterations, additions, installations or improvements obtain all permits, approval and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof and shall deliver promptly duplicates of all such permits, approvals and certificates to Owner. Tenant agrees to carry and will cause Tenant's contractors and sub-contractors to carry such workman's compensation, general liability, personal and property damage insurance as Owner may require. If any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work claimed to have been done for, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within thirty days thereafter, at Tenant's expense, by filing the bond required by law or otherwise. All fixtures and all paneling, partitions, railings and like installations, installed in the premises at any time, either by Tenant or by Owner on Tenant's behalf, shall, upon installation, become the property of Owner and shall remain upon and be surrendered with the demised premises unless Owner, by notice to Tenant no later than twenty days prior to the date fixed as the termination of the lease, elects to relinquish Owner's right thereto and to have them removed by Tenant, in which event the same shall be removed from the demised premises by Tenant prior to the expiration of the lease, at Tenant's expense. Nothing in this Article shall be construed to give Owner title to or to prevent Tenant's removal of trade fixtures, moveable office furniture and equipment, but upon removal of any such from the premises or upon removal of other installations as may be required by Owner, Tenant shall immediately and at its expense repair and restore the premises to the condition existing prior to installation and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed, by Tenant at the end of the term remaining in the premises after Tenant's removal shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or removed from the premises by Owner, at Tenant's expense.

after ten days notice, to proceed with due diligence to make repairs required to be made by Tenant, the same may be made by the Owner at the expense of Tenant, and the expenses thereof incurred by Owner shall be collectible, as additional rent, after rendition of a bill or statement therefor. If the demised premises be or become infested with vermin, Tenant shall, at its expense, cause the same to be exterminated. Tenant shall give Owner prompt notice of any defective condition in any plumbing, heating system or electrical lines located in the demised premises and following such notice, Owner shall remedy the condition with due diligence, but at the expense of Tenant, if repairs are necessitated by damage or injury attributable to Tenant, Tenant's servants, agents, employees, invitees or licensees as aforesaid. Except as specifically provided in Article 9 or elsewhere in this lease, there shall be no allowance to the Tenant for a diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner, Tenant or others making or failing to make any repairs, alterations, additions or improvements in or to any portion of the building or the demised premises or in and to the fixtures, appurtenances or equipment thereof. The provisions of this Article 4 with respect to the making of repairs shall not apply in the case of fire or other casualty with regard to which Article 9 hereof shall apply.

Window Cleaning: 5. Tenant will not clean nor require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 202 of the New York State Labor Law or any other applicable law or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

Requirements of Law, Fire Insurance, Floor Leads: 6. Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant shall, at Tenant's sole cost and expense, promptly comply with all present and future laws, order and regulations of all state, federal, municipal and local governments, departments, commissions, and board and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters, or the Insurance Services Office, or any similar body which shall impose any violation, order of duty upon Owner or Tenant with respect to the demised premises, whether or not arising out of Tenant's use or manner of use thereof, or with respect to the building, if arising out of Tenants use or manner of use of the demised premises or the building (including the use permitted under the

Repairs: 4. Owner shall maintain and repair the exterior of and the public portions of the building. Tenant shall, throughout the term of this lease, take good care of the demised premises including the bathrooms and lavatory facilities (if the demised premises encompass the entire floor of the building) and the windows and window frames and, the fixtures and appurtenances therein and at Tenant's sole cost and expense promptly make all repairs thereto and to the building, whether structural or non-structural in nature, caused by or resulting from the carelessness, omission, neglect or improper conduct of Tenant, Tenant's servants, employees, invitees, or licensees, and whether or not arising from such Tenant conduct or omission, when required by other provisions of this lease, including Article 6. Tenant shall also repair all damage to the building and the demised premises caused by the moving of Tenant's fixtures, furniture or equipment. All the aforesaid repairs shall be of quality or class equal to the original work or construction. If Tenant fails,

Handwritten initials and signature: A, JW

Lease). Except as provided in Article 30 hereof, nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has, by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Owner. Tenant shall not keep anything in the demised premises except as now or hereafter permitted by the Fire Department, Board of Fire Underwriters, Fire Insurance Rating Organization and other authority having jurisdiction, and then only in such manner and such quantity so as not to increase the rate for fire insurance applicable to the building, nor use the premises in a manner which will increase the insurance rate for the building or any property located therein over that in effect prior to the commencement of Tenant's occupancy. If by reason of failure to comply with the foregoing the fire insurance rate shall, at the beginning of this lease or at any time thereafter, be higher than it otherwise would be, then Tenant shall reimburse Owner, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Owner which shall have been charged because of such failure by Tenant. In any action or proceeding wherein Owner and Tenant are parties, a schedule or "make-up" or rate for the building or demised premises issued by a body making fire insurance rates applicable to said premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rates then applicable to said premises. Tenant shall not place a load upon any floor of the demised premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Owner reserves the right to prescribe the weight and position of all safes, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant, at Tenant's expense, in settings sufficient, in Owner's judgment, to absorb and prevent vibration, noise and annoyance.

Subordination: 7. This Lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which demised premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages. This clause shall be self-operative and no further instrument or subordination shall be required by any ground or underlying lessor or by any mortgagee, affecting any lease or the real property of which the demised premises are a part. In confirmation of such subordination, Tenant shall execute promptly any certificate that Owner may request.

Property, Loss, Damage Reimbursement, indemnity: 8. Owner or its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the building, nor for loss of or damage to any property of tenant by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of Owner, its agents, servants or employees; Owner or its agents shall not be liable for any damage caused by other tenants or persons in, upon or about said building or caused by operations in connection of any private, public or quasi public work. If at any time any windows of the demised premises are temporarily closed, darkened or bricked up (or permanently closed, darkened or bricked up, if required by law) for any reason whatsoever including, but not limited to Owner's own acts, Owner shall not be liable for any damage Tenant may sustain thereby and Tenant shall not be entitled to any compensation therefore nor abatement or diminution of rent nor shall the same release Tenant from its obligations hereunder nor constitute an eviction. Tenant shall indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Owner shall not be reimbursed by insurance, including reasonable attorney's fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agents, contractors, employees, invitees, or licensees, of any covenant or condition of this lease, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractors, employees, invitees or licensees. Tenant's liability under this lease extends to the acts and omissions of any sub-tenant. In any case any action or proceeding is brought against Owner by reason of any such claim, Tenant, upon written notice from Owner will, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Owner in writing, such approval not to be unreasonably withheld.

Destruction Fire and Other Casualty: 9. (a) If the demised premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Owner and this lease shall continue in full force and effect except as hereinafter set forth. (b) If the demised premises are partially damaged or rendered partially unusable by fire or other casualty, the damages thereto shall be repaired by and at the expense of Owner and the rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the premises which is usable. (c) If the demised premises are totally damaged or rendered wholly unusable by fire or other casualty and thenceforth shall cease until the date when the premises shall have been repaired and restored by Owner, subject to Owner's right to elect not to restore the same as hereinafter provided. (d) If the demised premises are rendered wholly unusable or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Owner shall decide to demolish it or to rebuild it, then, in any of such events, Owner may elect to terminate this lease by written notice to Tenant, given within 90 days after such fire or casualty, specifying a date for the expiration of the lease, which date shall not be more than 60 days after the giving of such notice, and upon the date specified in such notice the term of this lease shall expire as fully and completely as if such date were the date set forth above for the termination of this lease and Tenant shall forthwith quit, surrender and vacate the premises without prejudice however, to Owner's rights and remedies against Tenant under the lease provisions in effect prior to such termination, and any rent owing shall be paid up to such date and any payments of rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Unless Owner shall

serve a termination notice as provided for herein, Owner shall make the repairs and restorations under the conditions of (b) and (c) hereof, with all reasonable expedition, subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Owner's control. After any such casualty, Tenant shall cooperate with Owner's restoration by removing from the premises as promptly as reasonably possible, all of Tenant's salvageable inventory and movable equipment, furniture, and other property. Tenant's liability for rent shall resume five (5) days after written notice from Owner that the premises are substantially ready for Tenant's occupancy. (e) Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent permitted by law. Owner and Tenant each hereby releases and waives all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall be in force only if both releasers' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance. If, and to the extent, that such waiver can be obtained only by the payment of additional premiums, then the party benefitting from the waiver shall pay such premium within ten days after written demand or shall be deemed to have agreed that the party obtaining insurance coverage shall be free of any further obligation under the provisions hereof with respect to waiver of subrogation. Tenant acknowledges that Owner will not carry insurance on Tenant's furniture and or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Tenant and agrees that Owner will not be obligated to repair any damage thereto or replace the same. (f) Tenant hereby waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this article shall govern and control in lieu thereof.

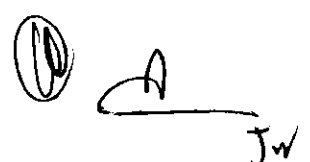
Eminent Domain 10. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi-public use or purpose, then in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim for the value of any unexpired term of said lease.

Assignment, Mortgage, Etc.: 11. Tenant, for itself, its heirs, distributes, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Owner in each instance. Transfer of the majority of the stock of a corporate Tenant shall be deemed an assignment. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Owner may, after default by Tenant, collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Owner to an assignment or underletting shall not in any way be construed to relieve Tenant from obtaining the express consent in writing of Owner to any further assignment or underletting.

Electric Current: 12. Rates and conditions in respect to submetering or rent inclusion, as the case may be, to be added in RIDER attached hereto. Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing leaders to the building or the risers or wiring installation and Tenant may not use any electrical equipment which, in Owner's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall in no way make Owner liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustain.

Access to Premises: 13. Owner or Owner's agents shall have the right (but shall not be obligated) to enter the demised premises in times, to examine the same and to make such repairs, replacements and improvements as Owner may deem necessary and reasonably desirable to any portion of the building or which Owner may elect to perform in the premises after Tenant's failure to make repairs or perform any work of complying with laws, regulations and other directions of governmental authorities. Tenant shall permit Owner to use and maintain and replace pipes and conduits in and through the demised premises and to erect new pipes and conduits therein provided, wherever possible, they are within walls or otherwise concealed. Owner may, during the progress of any work in the demised premises, take all necessary materials and equipment into said premises without the same constituting an eviction nor shall the Tenant be entitled to any abatement of rent while such work is in progress nor to any damages by reason of loss or interruption of business or otherwise. Throughout the term hereof Owner shall have the right to enter the demised premises at reasonable hours for the purpose of showing the same to prospective purchasers or mortgages of the building, and during the last six months of the term for the purpose of showing the same to prospective tenants and may, during said six months period, place upon the premises the usual notices "To Let" and "For Sale" which notices Tenant shall permit to remain thereon without molestation. If Tenant is not present to open and permit an entry into the premises, Owner or Owner's agents may enter the same whenever such entry may be necessary or permissible by master key or forcibly and provided reasonable care is exercised to safeguard Tenant's property, such entry shall not render Owner nor its agents liable there for, nor in any event shall the obligations Tenant shall have removed all or substantially all of Tenant's property there from. Owner may immediately enter, alter, renovate or redecorate the demised premises without limitation or abatement of rent, or incurring liability to Tenant for any compensation and such act shall have no effect on this lease or Tenant's obligations hereunder.

Rider to be added if necessary.



**Vault,
Vault Space,
Area:**

14. No Vaults, vault space or area, whether or not enclosed or covered, not within the property line of the building is leased hereunder, anything contained in or indicated on any sketch, blue print or plan, or anything contained elsewhere in this lease to the contrary notwithstanding. Owner makes no representation as to the location of the property line of the building. All vaults and vault space and all such areas not within the property line of the building, which Tenant may be permitted to use and/or occupy, is to be used and/or occupied under a revocable license, and if any such license be revoked, or if the amount of such space or area be diminished or required by any federal, state or municipal authority or public utility, Owner shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation, diminution or requisition be deemed constructive or actual eviction. Any tax, fee or charge of municipal authorities for such vault or area shall be paid by Tenant, if used by Tenant, whether or not specifically leased hereunder.

Occupancy:

15. Tenant will not at any time use or occupy the demised premises in violation of the certificate of occupancy issued for the building of which the demised premises are a part. Tenant has inspected the premises and accepts them as is, subject to the riders annexed hereto with respect to Owner's work, if any. In any event, Owner makes no representation as to the condition of the premises and Tenant agrees to accept the same subject to violations, whether or not of record. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business, Tenant shall be responsible for and shall and maintain such license or permit.

Bankruptcy:

16. (a) Anything elsewhere in this lease to the contrary notwithstanding, this lease may be cancelled by Owner by sending of a written notice to Tenant within a reasonable time after the happening of any one or more of the following events: (1) the commencement of a case in bankruptcy or under the laws of any state naming Tenant as the debtor; or (2) the making by Tenant of an assignment or any other arrangement for the benefit of creditors under any state statute. Neither tenant nor any person claiming through or under Tenant, or by reason of any statute or order of court, shall thereafter be entitled to possession of the premises demised but shall forthwith quit and surrender the premises. If this lease shall be assigned in accordance with its terms, the provisions of this Article 16 shall be applicable only to the party then owning Tenant's interest in this lease.

(b) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Owner shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant as and for liquidated damages an amount equal to the difference between the rental reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the demised premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four percent (4%) per annum. If such premises or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall be deemed to be the fair and reasonable rental value for the part or the whole of the premises so re-let during the term of the re-letting. Nothing herein contained shall limit or prejudice the right of the Owner to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages area to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

Default:

17. (1) If Tenant defaults in fulfilling any of the covenants of this lease other than the covenants for the payment of rent or additional rent; or if the demised premises becomes vacant or deserted "or if this lease be rejected under §235 of the Title 11 of the U.S. Code (bankruptcy code); or if any execution or attachment shall be issued against Tenant or any of Tenant's property whereupon the demised premises shall be taken or occupied by someone other than Tenant; or if Tenant shall make default with respect to any other lease between Owner and Tenant; or if Tenant shall have failed, after five (5) days written notice, to redeposit with Owner any portion of the security deposited hereunder which Owner has applied to the payment of any rent and additional rent due and payable hereunder or failed to move into or take possession of the premises within fifteen (15) days after the commencement of the term of this lease, of which fact Owner shall be the sole judge; then in any one or more of such events, upon Owner serving a written five (5) days' notice upon Tenant specifying the nature of said default and upon the expiration of said five (5) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of a nature that the same cannot be completely cured or remedied within said five (5) day period, and if Tenant shall not have diligently commenced during such default within such five (5) day period, and shall not thereafter with reasonable diligence and in good faith, proceed to remedy or cure such default, then Owner may serve a written three (3) days' notice of cancellation of this lease upon Tenant, and upon the expiration of said three (3) days this lease and the term thereunder shall end and expire as fully and completely as if the expiration of such three (3) day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof and Tenant shall then quit and surrender the demised premises to Owner but Tenant shall remain liable as hereinafter provided.

(2) If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid: or if Tenant shall make default in the payment of the rent reserved herein or any item of additional rent herein mentioned or any part of either or in making any other payment herein required: then and in any of such events Owner may without notice, re-enter the demised premises either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of demised premises and remove their effects and hold the premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. If Tenant shall make default hereunder prior to the date fixed as the commencement of any renewal or extension of this lease, Owner may cancel and terminate such renewal

or extension agreement by written notice.

**Remedies of
Owner and
Waiver of
Redemption:**

18. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (a) the rent, and additional rent, shall become due thereupon and be paid up to the time of such re-entry, dispossession and / or expiration, (b) Owner may re-let the premises or any part or parts thereof, either in the name of Owner or otherwise, for a term or terms, which may at Owner's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease and may grant concessions or free rent or charge a higher rental than that in this lease, (c) Tenant or the legal representatives of Tenant shall also pay Owner as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and or covenanted to be paid and the net amount, if any, of the rents collected on account of the subsequent lease or leases of the demised premises for each amount of the period which would otherwise have constituted the balance of the term of this lease. The failure of Owner to re-let the premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses as Owner may incur in connection with re-letting, such as legal expenses, attorney's fees, brokerage, advertising and for keeping the demised premises in good order or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease and any suit brought to collect the amount deficiency for any subsequent month by a similar proceeding. Owner, in putting the demised premises in good order or preparing the same for re-rental may, at Owner's option, make such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability hereunder as foresaid. Owner shall in no event be liable in any way whatsoever for failure to re-let the demised premises, or in the event that the demised premises are re-let, for failure to collect the rent thereof under such re-letting, and in no event shall Tenant be entitled to receive any excess, if any, of such net rents collected over the sums payable by Tenant to Owner hereunder. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Owner shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy, shall not preclude Owner from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws.

**Fees and
Expenses:**

19. If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under or by virtue of any of the terms or provisions in any article of this lease, then, unless otherwise provided elsewhere in this lease, Owner may immediately or at any time thereafter and without notice perform the obligation of Tenant there under. If Owner, in connection with the foregoing or in connection with any default by Tenant in the covenant to pay rent hereunder, makes any expenditures or incurs any obligations for the payment of money, including but not limited to attorney's fees, in instituting, prosecuting or defending any action or proceedings, then Tenant will reimburse Owner for such sums so paid or obligations incurred with interest and costs. The foregoing expenses incurred by reason of Tenant's default shall be deemed to be additional rent hereunder and shall be paid by Tenant to Owner within five (5) days of rendition of any bill or statement to Tenant therefore. If Tenant's lease term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable by Owner as damages.

**Building
Alterations
and
Management:**

20. Owner shall have the right at any time without the same constituting an eviction and without incurring liability to Tenant therefore to change the arrangement and or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets or other public parts of the building and to change the name, number or designation by which the building may be known. There shall be no allowance to Tenant for diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner or other Tenant making any repairs in the building or any such alterations, additions and improvements. Furthermore, Tenant shall not have any claim against Owner by reason of Owner's imposition of any controls of the manner of access to the building by Tenant's social or business visitors as the Owner may deem necessary for the security of the building and its occupants.

**No Repre-
sentations by
Owner:**

21. Neither Owner nor Owner's agents have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected or the demised premises, the rents, leases, expenses of operation or any other matter or thing affecting or related to the demised premises or the building except as herein expressly set forth and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this lease. Tenant has inspected the building and the demised premises and is thoroughly acquainted with their condition and agrees to take the same "as is" on the date possession is tendered and acknowledges that the taking of possession of the demised premises by Tenant shall be conclusive evidence that the said premises and the building of which the same form a part were in good and satisfactory condition at the same time such possession was so taken, except as to latent defects. All understandings and agreements heretofore, made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Owner and Tenant and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.



End of Term: 22. Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Owner the demised premises, broom clean, in good order and condition, ordinary wear and damages which Tenant is not required to repair as provided elsewhere in this lease excepted, and Tenant shall remove all its property from the demised premises. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. If the last day of the term of this Lease or any renewal thereof, falls on Sunday, this lease shall expire at noon on the preceding Saturday unless it be a legal holiday in which case it shall expire at noon on the preceding business day.

Quiet Enjoyment: 23. Owner covenants and agrees with Tenant that upon Tenant paying the rent and additional rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the premises hereby demised, subject, nevertheless, to the terms and conditions of this lease including, but not limited to, Article 34 hereof and to the ground leases, underlying leases and mortgages herein before mentioned.

Failure To Give Possession: 24. If Owner is unable to give possession of the demised premises on the date of the commencement of the term hereof, because of the holding-over or retention of possession of any tenant, undertenant or occupants or if the demised premises are located in a building being constructed, because such building has not been sufficiently completed to make the premises ready for occupancy or because of the fact that a certificate of occupancy has not been procured or if Owner has not completed any work required to be performed by Owner, or for any other reason, Owner shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the same be construed in any wise to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant is not responsible for Owner's inability to obtain possession or complete any work required) until after owner shall have given Tenant notice that the premises are substantially ready for Tenant's occupancy. If permission is given to Tenant to enter into the possession of the demised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this article are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

No Waiver: 25. The failure of Owner to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this lease or of any of the Rules or Regulations, set forth or hereafter adopted by Owner, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Owner of rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach and no provision of this lease shall be deemed to have been waived by Owner unless such waiver be in writing signed by Owner. No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided. All checks tendered to Owner as and for the rent of the demised premises shall be deemed payments for the account of Tenant. Acceptance by Owner of rent from anyone other than Tenant shall not be deemed to operate as an attornment to Owner by the payor of such rent or as a consent by Owner to an assignment or subletting by Tenant of the demised premises to such payor, or as a modification of the provisions of this lease. No act or thing done by Owner or Owner's agents during the term hereby demised shall be deemed an acceptance of a surrender of said premises and no agreement to accept such surrender shall be valid unless in writing signed by Owner. No employee of Owner or Owner's agent in writing signed by Owner. No employee of Owner or Owner's agent shall any power to accept the keys of said premises prior to the termination of the lease and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the premises.

Waiver of Trial by Jury: 26. It is mutually agreed by and between Owner and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this lease, the relationship of Owner and Tenant, Tenant's use of or occupancy of said premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commences any summary proceeding for possession of the premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding.

Inability to Perform: 27. This Lease and the obligation of Tenant to pay rent hereunder and perform all the other covenants and agreements hereunder on part of Tenant to be performed shall in no wise be affected, impaired or excused because Owner is unable to fulfill any of its obligations under this lease or to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repair, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Owner is prevented or delayed from so doing by reason of strike or labor troubles or any cause whatsoever beyond Owner's sole control including, but not limited to, government preemption in connection with a National Emergency or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

Bills and Notices: 28. Except as otherwise in this lease provided, a bill, statement, notice or communication which Owner may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if in writing, delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, mailed, or left at the premises as herein provided. Any notice by Tenant to Owner must be served by registered or certified mail addressed to Owner at the address first hereinabove given or at such other address as Owner shall designate by written notice.

Water Charges: 29. If Tenant requires, uses or consumes water for any purpose in addition to ordinary lavatory purpose (of which fact Tenant constitutes Owner to be the sole judge) Owner may install a water meter and thereby measure Tenant's water consumption for all purposes. Tenant shall pay Owner for the cost of the meter and the cost of the installation, thereof and throughout the duration of Tenant's occupancy Tenant shall keep said meter and installation equipment in good working order and repair at Tenant's own cost and expense in default of which Owner may cause such meter and equipment to be replaced or repaired and collect the cost thereof from Tenant, as additional rent. Tenant agrees to pay for water consumed, as shown on said meter as and when bills are rendered, and on default in making such payment Owner may pay such charges and collect the same from Tenant, as additional rent. Tenant covenants and agrees to pay, as additional rent, the sewer rent, charge or any other tax, rent, levy or charge which now or hereafter is assessed, imposed or a lien upon the demised premises or the realty of which they are part pursuant to law, order or regulation made or issued in connection with the use, consumption, maintenance or supply of water, water system or sewage or sewage connection or system. If the building or the demised premises or any part thereof is supplied to other premises tenant shall pay to Owner as addition rent, on the first day of each month, %(\$ *)of the total meter charges as Tenant's portion. Independently of and in addition to any of the remedies reserved to Owner hereinabove or elsewhere in this lease, Owner may sue for and collect any monies to be paid by Tenant or paid by Owner for any of the reasons or purposes hereinabove set forth.

Sprinklers: 30. Anything elsewhere in this lease to the contrary notwithstanding, if the New York Board of Fire Underwriters or the New York Fire Insurance Exchange or any bureau, department or official of the federal, state or city government recommend or require the installation of a sprinkler system or that any changes, modifications, alterations, or additional sprinkler heads or other equipment be made or supplied in an existing sprinkler system by reason of Tenant's business, or the location of partitions, trade fixtures, or other contents of the demised premises, or for any other reason, or if any such sprinkler heads or other such equipment, become necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate set by any said Exchange or by any fire insurance company, Tenant shall, at Tenant's expense, promptly make such sprinkler system installations, changes, modifications, alterations, and supply additional sprinkler heads or other equipment as required whether the work involved shall be structural or non-structural in nature.

Elevators, Heat, Cleaning: 31. As long as Tenant is not in default under any of the covenants of this lease Owner shall: (a) provide necessary passenger elevator facilities on business days from 8:00 a.m. to 5:00 p.m. and on Saturday's from 8:00 a.m. to 1:00 p.m.; (b) if freight elevator service is provided, same shall be provided only on regular business days between the hours of 9:00 a.m. and 12:00 p.m., and between 1:00 p.m. and 5:00 p.m.; (c) furnish heat, water and other services, supplied by Owner, to the demised premises, when and as required by law, on business days from 8:00 a.m. to 6:00 p.m. and on Saturday's from 8:00 a.m. to 1:00 p.m.; (d) clean the public halls and public portions of the building which are used in common by all tenants. Tenant shall at Tenant's expense, keep the demised premise, including the windows, clean and in order, to the satisfaction of Owner, and for that purpose, shall employ the person or persons, or corporation approved by Owner. Tenant shall pay to Owner the cost of removal of any of Tenant's refuse and rubbish from the building. Bills for the same shall be rendered by Owner to Tenant at such time as Owner may elect and shall be due and payable hereunder, and the amount of such bills shall be deemed to be, and be paid as additional rent. Tenant shall, however, have the option of independently contracting for the removal of such rubbish and refuse in the event that Tenant does not wish to have same done by employees of Owner. Under such circumstances, however, the removal of such refuse and rubbish by others shall be subject to such rules and regulations as, in the judgment of Owner, are necessary for the proper operation of the building. Owner reserves the right to stop service of the heating, elevator, plumbing and electric systems, when necessary by reason of accident, or emergency, or for repairs, alterations, replacements or improvements, in the judgment of Owner desirable or necessary to be made, until said repairs, alterations, replacements or improvements have been completed. If the building of which the demised premises are a part of supplies manually operated elevator service, Owner may proceed with alterations necessary to substitute automatic control elevator service upon ten (10) day written notice to Tenant without in any way affecting the obligations of Tenant hereunder, provided that the same shall be done with the minimum amount of inconvenience to Tenant, and Owner pursues with due diligence the completion of the alterations.

* See Rider No. 1.

Space to be filled in or deleted



Security: 32. Tenant has deposited with Owner the sum of **\$32,600.00** as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Owner may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any other sum as to which the Tenant is in default or for any sum which Owner may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency accrued before or after summary proceedings or other re-entry by Owner. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the Lease and after delivery of entire possession of the demised premises to Owner. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part, Owner shall have the right to transfer the security to the vendee or lessee and Owner thereupon be released by Tenant from all liability for the return of such security under this lease; and Tenant agrees to look to the new Owner solely for the return of said security, and it is agreed that the provision hereof shall apply to every transfer or assignment made of the security to a new Owner. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

* See Rider No. 1

Captions: 33. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provision thereof.

Definitions: 34. The term "Owner" as used in this lease means only the owner of the fee or of the leasehold of the building, or the mortgagee in possession, for the time being of the land and building (or the owner of a lease of the building or of the land and building) of which the demised premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said building, or of the land and building, the said Owner shall be and hereby is entirely freed and relieved of all covenants and obligations of Owner hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building, or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Owner hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "rent" includes the annual rental rate whether so-expressed or expressed in monthly installments, and "additional rent." "Additional rent" means all sums which shall be due to new Owner from Tenant under this lease, in addition to the annual rental rate. The term "business days" as used in this lease, shall exclude Saturdays (except such portion thereof as is covered by specific hours in Article 31 hereof), Sundays and all days observed by the State or Federal Government as legal holidays and those designated as holidays by the applicable building service union employees service contract or by the applicable Operating Engineers contract with respect to HVAC service.

Adjacent Excavation--Shoring: 35. If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made, Tenant shall afford to the

person causing or authorized to cause such excavation, license to enter upon the demised premises for the purpose of doing such work as said person shall deem necessary to preserve the wall or the building of which the demised premises form a part from injury or damage and to support the same by proper foundations without any claim for damages or indemnity against Owner, or diminution or abatement of rent.

Rules and Regulations: 36. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with, the Rules and Regulations annexed hereto and such other and further reasonable Rules and Regulations as Owner or Owner's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Owner may elect. In case Tenant disputes the reasonableness of any additional Rule or Regulation hereafter made or adopted by Owner or Owner's agents, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation for decision to the New York office of the American Arbitration Association, whose determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rule and Regulation upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing upon Owner within ten (10) days after the giving of notice thereof. Nothing in this lease contained shall be construed to impose upon Owner any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant and Owner shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

Glass: 37. Owner shall replace, at the expense of the Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the demised premises. Owner may insure, and keep insured, at Tenant's expense, all plate and other glass in the demised premises for and in the name of Owner. Bills for the premiums therefor shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid, as additional rent.

Estoppel Certificate: 38. Tenant, at any time, and from time to time, upon at least 10 (ten) days' prior notice by Owner, shall Execute, acknowledge and deliver to Owner, and/or to any other person, firm or corporation specified by Owner, a statement certifying that this Lease is unmodified in full force and effect (or, if there have been modifications that the same is in full force and effect as modified and stating the modifications), stating the dates to which the rent and additional rent have been paid, and stating whether or nor there exists any default by Owner under this Lease, and, if so, specifying each such default.

Directory Board Listing: 39. If, at the request of and as accommodation to Tenant, Owner shall place upon the directory board in the lobby of the building, one or more names of persons other than Tenant, such directory board listing shall not be construed as the consent by Owner to an assignment or subletting by Tenant to such person or persons.

Successors and Assigns: 40. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns.

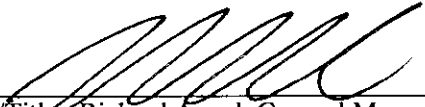
[Rider(s) No.(s) 1 and Floor Plan annexed hereto and made a part hereof.]

Facsimile or emailed signatures of this document are to be considered original documents and can be used in any necessary form.

IN WITNESS THEREOF, Owner and Tenant have respectively signed and sealed this lease as of the day and year above written.

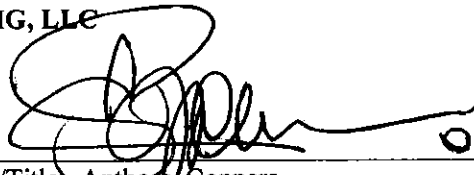
Witness for Owner:

150 WEST 28TH STREET LLC

BY:  6/18/15
Name/Title: Richard Angel, General Manager

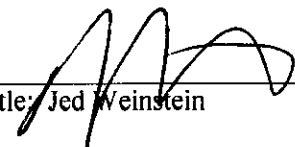
Witness for Tenant:

WCMG, LLC

BY:  OWNER CEO
Name/Title: Anthony Coppers

Witness for Tenant:

WCMG, LLC

BY:  OWNER
Name/Title: Jed Weinstein

Jw

ACKNOWLEDGEMENTS

CORPORATE TENANT
STATE OF NEW YORK, s.s.:
COUNTY OF

INDIVIDUAL TENANT
STATE OF NEW YORK, s.s.:
County of

On this day of , 20 , before me personally came
To me known, who being by me duly sworn, did depose and say that he resides in
That he is the of

On this day of , 20 , before me
personally came

The corporation described in and which executed the forgoing instrument, as
Tenant: that he knows the seal of said corporation: that the seal is affixed to said
instrument is such corporate seal; that it was so affixed by order of the Board of
Directors of said corporation, and that he signed his name thereto by like order.

to me known and known to me to be the individual described in and
who, as TENANT, executed the foregoing instrument and
acknowledged to me that he executed the same.

IMPORTANT-PLEASE READ

RULES AND REGULATIONS ATTACHED TO AND
MADE A PART OF THIS LEASE
IN ACCORDANCE WITH ARTICLE 36

- 1. The sidewalks, entrances, driveways, passages, courts, elevators, vestibules,
stairways, corridors or halls shall not be obstructed or encumbered by any Tenant
or used for any purpose other than for ingress or egress from the demised premises
and for delivery of merchandise and equipment in a prompt and efficient manner
using elevators and passageways designated for such delivery by Owner. There
shall not be used in any space, or in the public hall of the building, either by any
Tenant or by jobbers or others in the delivery or receipt of merchandise, any hand
trucks, except those equipped with rubber tires and sideguards. If said premises are
situated on the ground floor of the building, Tenant thereof shall further, at
Tenant's expense, keep the sidewalk and curb in front of said premises clean and
free from ice, snow, dirt and rubbish.
2. The water and wash closets and plumbing fixtures shall not be used for any
purposes other than those for which they were designed or constructed and no
sweepings, rubbish, rags, acids or other substances shall be deposited therein, and
the expense of any breakage, stoppage, or damage resulting from the violation of
this rule shall be borne by the Tenant who, or whose clerks, agents, employees or
visitors, shall have caused it.
3. No carpet, rug or other article shall be hung or shaken out of any window of the
building; and no Tenant shall sweep or throw or permit to be swept or thrown from
the demised premises any dirt or other substances into any of the corridors or halls,
elevators or out of the doors or windows or stairways of the building and Tenant
shall not use, keep or permit to be used or kept any foul or noxious gas or
substance in the demised premises, or permit or suffer the demised premises to be
occupied or used in a manner offensive or objectionable to Owner or other
occupants of the buildings by reason of noise, odors, and or vibrations, or interfere
in any way, with other Tenants or those having business therein, nor shall any
animals or birds be kept in or about the building. Smoking or carrying lighted
cigars or cigarettes in the elevators of the building is prohibited.
4. No awnings or other projections shall be attached to the outside walls of the
building without prior written consent from Owner.
5. No sign, advertisement, notice or other lettering shall be exhibited, inscribed,
painted or affixed by any Tenant on any part of the outside of the demised
premises or the building or on the inside of the demised premises if the same is
visible from the outside of the premises without the prior written consent of
Owner, except that the name of the Tenant may appear on the entrance door of the
premises. In the event of the violation of the foregoing by any Tenant, Owner may
remove same without any liability and may charge the expense incurred by such
removal to Tenant or Tenants violating this rule. Interior signs on doors and
directory tablet shall be inscribed, painted or affixed for each Tenant by Owner at
the expense of such Tenant, and shall be of a size, color and style acceptable to
Owner.
6. No Tenant shall mark, paint, drill into, or in any way deface any part of the
demised premises or the building of which they form a part. No boring, cutting or

- stringing of wires shall be permitted, except with the prior written consent of
Owner, and as Owner may direct. No Tenant shall lay linoleum, or other similar
floor covering, so that the same shall come in direct contact with the floor of the
demised premises, and, if linoleum or other similar floor covering is desired to be
used an interlining of builder's deadening felt shall be first affixed to the floor, by
a paste of other material, soluble in water, the use of cement or other similar
adhesive material being expressly prohibited.
7. No additional locks or bolts of any kind shall be placed upon any of the doors
or windows by any Tenant, nor shall any changes be made in existing locks or
mechanism thereof. Each Tenant must, upon the termination of his Tenancy,
restore to the Owner all keys of stores, offices and toilet rooms, either furnished to,
or otherwise procured by, such Tenant, and in the event of the loss of any keys, so
furnished, such Tenant shall pay to Owner the cost thereof.
8. Freight, furniture, business equipment, merchandise and bulky matter of any
description shall be delivered to and removed from the premises only on the
freight elevators and through the service entrances and corridors, and only during
the hours and in a manner approved by Owner. Owner reserves the right to inspect
all freights to be brought into the building and to exclude from the building all
freight which violates any of these Rules and Regulations of the lease of which
these Rules and Regulations are a part.
9. No Tenant shall obtain for use upon the demised premises ice, drinking water,
towel and other similar services, or accept barbering or bootblacking services in
the demised premises, except from persons authorized by Owner, and at hours and
under regulations fixed by Owner. Canvassing, soliciting and peddling in the
building is prohibited and each Tenant shall cooperate to prevent the same.
10. Owner reserves the right to exclude from the building between the hours of 6
p.m. and 8 a.m. on business days, after 1 p.m. on Saturdays, and at all hours on
Sundays and legal holidays all persons who do not present a pass to the building
signed by Owner. Owner will furnish passes to persons for whom any Tenant
requests same in writing. Each Tenant shall be responsible for all acts of such
persons for whom any Tenant requests such pass and shall be liable to Owner for
all acts of such persons. Notwithstanding the foregoing, Owner shall not be
required to allow Tenant or any person to enter or remain in the building, except
on business days from 8:00 a.m. to 6:00 p.m. and on Saturdays from 8:00 a.m. to
1:00 p.m.
11. Owner shall have the right to prohibit any advertising by any tenant which in
Owner's opinion, tends to impair the reputation of the building or its desirability as
a loft building, and upon written notice from Owner, Tenant shall refrain from or
discontinue such advertising.
12. Tenant shall not bring or permit to be brought or kept in or on the demised
premises, any inflammable, combustible or explosive fluid, material, chemical or
substance, or cause or permit any odors of cooking or other processes, or any
unusual or other objectionable odors to permeate in or emanate from the demised
premises.
13. Tenant shall not use the demised premises in a manner which disturbs or
interferes with other Tenants in the beneficial use of their premises.

Handwritten signatures and initials, including 'JW'.

[Note: The provisions of this Rider shall override any conflicts with the preprinted portion of the Lease.]

41. **Base Rent.** Tenant shall pay a base rent in accordance with the following schedule:

Term	Monthly Amount	Annual Amount
7/1/15 - 6/30/16	\$16,300.00	\$195,600.00
7/1/16 - 6/30/17	\$17,115.00	\$205,380.00
7/1/17 - 6/30/18	\$17,970.75	\$215,649.00
7/1/18 - 6/30/19	\$18,869.29	\$226,431.48
7/1/19 - 6/30/20	\$19,812.75	\$237,753.00

41A. **Option.** So long as Owner does not sell the Demised Premises or decide to convert the usage of the Demised Premises from the existing commercial usage to residential usage and Tenant is not then in default of any requirements hereunder including the full and timely payment of all rent and additional rent and other charges due pursuant to this Lease, then Tenant shall have an option to renew this Lease for an additional period of sixty (60) months commencing on July 1, 2020 and terminating on June 30, 2025 upon prior written notice to the Owner via certified mail, return receipt requested, delivered to the Owner no less than one hundred-eighty (180) days prior to the expiration of the Lease term. In the event the Tenant exercises this option, it agrees to pay to the Owner base rent for the option term as follows:

Term	Monthly Amount	Annual Amount
7/1/20 - 6/30/21	\$20,803.39	\$249,640.68
7/1/21 - 6/30/22	\$21,843.56	\$262,122.72
7/1/22 - 6/30/23	\$22,935.74	\$275,228.88
7/1/23 - 6/30/24	\$24,082.53	\$288,990.36
7/1/24 - 6/30/25	\$25,286.66	\$303,439.92

Tenant shall also pay any additional rent pursuant to the terms of the Lease.

42. **Rent commencement.**

- A. Notwithstanding the above base rent schedule, Tenant shall have no obligation to pay the base rent for the period from July 1, 2015 to September 30, 2015 (free rent period).
- B. It is expressly understood and acknowledged that the period set forth as Free Rent is being granted to Tenant by Landlord in consideration of Tenant's full performance under the terms of this Lease. In the event that the Tenant terminates this Lease, or the Lease is otherwise terminated by Landlord, prior to the expiration date of the Lease, then Tenant shall immediately owe Landlord rent for Free Rent period in the monthly amount set forth as initial base rent, on a pro-rata basis. The amount due shall be equal to the total number of months remaining on the lease divided by the number of months in the entire Lease, times the total dollar amount of Free Rent provided to Tenant.

43. **Security.**

- A. Tenant has deposited with the Owner the sum of \$32,600.00 as security. Modifying paragraph 32 of the printed part of the lease and notwithstanding anything contained herein, Owner and Tenant agree that the security deposit shall be adjusted annually so that the security deposited with Owner shall always equal two times the current monthly base rent. On each anniversary date of the commencement of the term of this lease, tenant will deposit with Owner the additional sum as security required so that the total security deposit shall be equal to two times the then current monthly base rent.
- B. Notwithstanding paragraph 32 of this Lease, Landlord shall have ~~sixty (60)~~ thirty (30) days upon which to return Tenant's security deposit, or any portion remaining therein, upon Tenant's delivery of the Demised Premises to Landlord and its satisfactory compliance with the terms and conditions contained in this Lease.

44. **Statutory Notice-Fees/Bounced Check Charges.** In accordance with Article 19 of your Lease, you will be charged (\$250.00) Dollars as additional rent, for service of a statutory three (3) day Notice of Default. To save this fee, rent must be received prior to the 15th of each month. In the event Tenant's check is dishonored by Landlord's bank due to insufficient funds, Tenant shall be responsible for a \$100.00 fee each time, which fee shall constitute additional rent. Landlord reserves the right to demand certified or bank funds in payment of rent if Tenant "bounces" three (3) checks in any rental year.

45. **Alterations.** Tenant shall obtain the Owner's written consent, which shall not be unreasonably conditioned withheld or delayed, prior to making any alterations or improvements to the demised premises. All improvements and alterations to the demised premises shall comply with all applicable building codes and other governmental regulations. Notwithstanding paragraph 30 of this Lease, Tenant agrees that in the event it performs alterations to its space, either now or at any point during the lease term, in accordance with consent requirements contained herein, and the NYC Building Department's rules and regulations, it shall be responsible for any costs associated with the moving, subtracting or adding of sprinkler heads particular to their needs and use of the premises. In addition, Tenant shall be responsible for the cost of installation of any moving, subtracting or adding of any additional fire alarm devices that may be necessary due to their use or altering the premises.

46. **Insurance.**

- A. Tenant shall promptly obtain and keep in full force and effect during the term of this lease and any and all extensions thereto, at its own cost and expense, Commercial General Liability coverage with a minimum of \$1,000,000 per

occurrence and \$2,000,000 aggregate naming Owner as an additional insured against any and all claims for personal injury, death or property damage occurring in, upon, adjacent to, or connected with the demised premises or any part thereof. Coverage for Damage to Rented Premises to be obtained with a minimum limit of \$100,000 per occurrence. In the event that such insurance coverage is not available, then Tenant may substitute for the foregoing similar insurance coverage in the maximum amount obtainable. Said insurance is to be written by insurance companies of recognized standing, authorized to do business in the State of New York with an A. M. Best rating of "A-" or better. Tenant shall deliver to Owner a "Certificate of Insurance" within seven (7) days from the commencement date of the term of this Lease. Tenant shall pay all premiums and charges therefor and upon failure to do so Owner may, but shall not be obligated to make such payments, in which event Tenant agrees to pay the amount thereof to Owner on demand, as additional Rent. Such policies shall contain a provision that no act or omission of Tenant will affect or limit the obligation of the insurance company to pay the amount of any loss sustained and shall be non-cancelable except upon thirty (30) days' advance written notice to Owner. In the event Tenant shall fail to obtain such insurance, Owner may, but shall not be obligated to, obtain the same, in which event the amount of the premium paid shall be paid by Tenant to Owner upon demand as additional Rent. Owner shall have the right at any time and from time to time during the term of this lease on not less than fifteen (15) days' notice to Tenant to require that Tenant increase the amounts and/or types of coverage required to be maintained under this Article to the amounts and/or types of coverage then required of Tenants entering into new leases for similar space and usage in the Chelsea area.

- B. Tenant shall deliver to Owner a "Certificate of Insurance" within seven (7) days from the commencement date of the term of this Lease and a copy of the actual policy which demonstrates that the insurance company acknowledges that the Owner is in fact an additional insured. Failure to so provide Owner with these documents and maintain such insurance shall be deemed a MATERIAL DEFAULT. In addition thereto, in the event the Certificate of Insurance is not received by Owner within the required time, there shall be an assessment of \$500.00 per month (or any portion thereof) until same is received, which charge shall be and constitute additional rent.

47. **Holdover, Use and Occupancy.**

- A. Owner and Tenant acknowledge and agree that should Tenant hold over in possession after the expiration or sooner termination of the original term or of any extended term of this lease, such holding over shall not be deemed to extend the term or renew the lease, but such holding over thereafter shall continue upon the covenants and conditions herein set forth except that the charge for use and occupancy of such holding over for each calendar month or part thereof (even if such part shall be a small fraction of a calendar month) shall be the sum of:
- a) 1/12 of the highest annual base rent rate set forth in this lease, times ~~2.5~~ 1.5, plus
 - b) 1/12 of all other items of both annual additional rent and miscellaneous additional rent which would have been payable monthly pursuant to this lease, had this lease not expired, which, total sum Tenant agrees to pay to Owner as consideration for Tenant's use and occupation of the premises promptly upon demand, in full, without set off. Owner and Tenant further understand and agree that all of the foregoing charges for use and occupancy are fair and reasonable charges and shall not be deemed a penalty.
- B. It is expressly agreed by Tenant that Tenant shall not have the right to occupy the premises for residential and/or living purposes. Tenant shall not have the right to install any furnishing, fixtures and/or appliances commonly used in residential units, including but not limited to any, beds, bureaus, wardrobes, clothes washers and/or dryers, tubs and/or showers.
- ~~C. Notwithstanding anything to the contrary contained in this lease, it is expressly understood and agreed by Tenant that in the event Owner has not received any payment due under this lease within thirty (30) days from the due date, or in the event that Tenant fails to comply with any non-monetary obligation set forth in this lease beyond all applicable grace periods, Owner, upon twenty (20) days written Notice To Cure to Tenant, shall have the right to discontinue any and all building services and/or utility services to the demised premises until tenant shall have either vacated the demised premises and surrendered possession thereof or fully complied with said Lease. In addition, Tenant expressly agrees not to commence any action or proceeding against Owner for any loss or damages claimed by Tenant in connection with Owner's discontinuance of any building service and/or utility service in compliance with this paragraph "47".~~
- D. It is further understood and expressly agreed by Tenant that if during the term of the lease, Tenant, its representatives, agents, employees and/or invitees and/or the demised premises sustains any injury or damage not caused by the actions and/or inactions of Owner, including but not limited to water damage to the demised premises caused by the actions or inactions of other occupants of the building, neither Tenant nor its representatives, agents and/or insurers shall at any time institute any claims, actions, proceedings or suits against Owner and/or its employees, representatives, agents or insurers. In addition, Tenant agrees to indemnify and hold harmless Owner, and Owner's employees, representatives, agents and insurers from and against any and all claims against Owner or its employees, representatives, agents or insurers of whatever nature arising from injury or damage to the Tenant and/or the demised premises, including all legal fees and other litigation costs, provided said injury or damage was not caused by actions or inactions of Owner.
- E. All of Tenant's agreements contained in this paragraph "47" shall survive the expiration of the lease or sooner termination.
- F. Any breach of any of Tenant's obligations referred to in this paragraph "47" shall be an event of substantial default under this Lease and the Owner shall have the remedies provided herein together with any other remedy under law or equity. Owner shall have the remedies provided herein.
- G. Notwithstanding anything herein to the contrary, it is expressly understood and agreed by Tenant that in the event the Owner has not received any payment, inclusive of rent and/or additional rent due under this lease within fifteen (15) days from the due date, or in the event that the Tenant fails to comply with any nonmonetary obligation set forth in this Lease beyond all applicable grace periods, the Owner shall have the right to charge the Tenant's the sum of \$250.00 or five (5%) of all sums past due, whichever is greater, as liquidated damages for such failure to timely comply. In addition, in the event the Tenant owes the Landlord in excess of one month base rent, or in the event the tenant has timely failed to comply with any nonmonetary obligation as provided for by this Lease, then the Owner shall, upon twenty (20) days written notice to cure to the Tenant, have the right to terminate this Lease and exercise its options set forth in paragraphs "17(1)" and "17(2)" herein, which said paragraphs the Tenant hereby

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acknowledges having read and being fully familiar with.

48. **Condition of Premises.**

A. The Tenant agrees to accept possession of the demised premises in "as is" condition.

49. **Taxes.** The Tenant agrees to pay as additional rent 5.2% of any and all increases in Real Estate Taxes above the Real Estate Taxes for the 2015 to 2016 New York City Tax Fiscal Year (the "Base Year") imposed on the property on or the building in which the Premises are located with respect to every Tax Year or part thereof during the term of this lease, whether any such increase results from a higher tax rate or an increase in the assessed valuation of the property, or both. A copy of the Tax Bill or a proof, including but not limited to, printouts from the appropriate authority's website shall be deemed sufficient evidence to warrant this charge. The Tenant shall not be entitled to commence on behalf of the Owner any proceeding to reduce such taxes. Such annual increases shall be payable pro rata in 1/12th monthly payments. Owner's failure to bill the Tenant for such additional rent charges shall not in any way be deemed as a waiver of the Tenant's obligations herein described.

50. **Water/Sprinkler Charges.** The Tenant agrees to pay to the Owner, as additional rent, the sum of \$100.00 per month for water charges pursuant to paragraph "29" of the Lease and the additional sum of \$100.00 per month for sprinkler charges pursuant to paragraph "30" of the Lease.

51. **Use of Premises.** The Tenant warrants and represents that the Premises shall be utilized for the following purpose(s) only and agrees that it shall not permit said Premises to be utilized for any other purpose i.e. residential use:

Office for General Office Use and Related Activities

Tenant further warrants and represents that it, its guests, invitees, agents, etc., shall not use any other portions of the building, specifically, but not limited to the roof and hallways, for any personal or private usage. Tenant acknowledges that use of any portion of the roof is prohibited by Landlord and the rules and regulations of the Building and/or Fire Department of the City of New York. Notwithstanding any other rights that Landlord may have to enforce this provision under this Lease, Tenant shall be liable to Landlord the sum of \$1,000.00 per occurrence, which shall constitute additional rent, for any unauthorized use of any portion of the building other than the Demised Premises or otherwise allowable under this Lease. Landlord does not warrant nor represent Tenant's usage is allowable under the current Certificate of Occupancy, if one exists for the demised premises or building. The Tenant's breach of this paragraph "51" shall be deemed a material default of the Lease.

52. **Events.** In the event Tenant wishes to host an event at its premises for persons in excess of 10 (excluding regular full or part-time employees of Tenant), Tenant must secure the permission from Landlord to host such an event, and fill-out the necessary form(s) to be provided by Landlord and to be returned to Landlord prior to said event. Among required items, if applicable, Tenant shall be obligated to provide a security person at the site to ensure the safety of Tenant's guests as well as the premises and building.

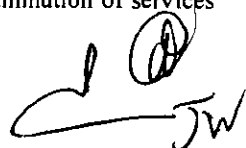
53. **Pets.** No dogs or cats shall be permitted in the premises at any time, except by express permission of the Landlord, which permission may be granted or revoked at any time and for whatever reason. Service animals, as defined by the Americans With Disability Act shall be permitted. The harboring of an animal in the premises, without express permission, shall constitute a nuisance and material breach of Lease.

54. **Extermination.** It shall be the responsibility of Tenant to exterminate at their own cost and expense, maintain their premises in a clean, orderly fashion to control and/or eliminate all rodents, insects, roaches, etc. Notwithstanding, Landlord shall be responsible for common area extermination. Landlord shall have the right to require reasonable pest eradication treatments, as necessary under the circumstances, to ensure control or eradication of the infestation to protect Tenant's space as well as other tenants in the building. Failure to adhere to an extermination request by the Landlord shall constitute a nuisance and material breach of this lease.

55. **Square Footage.** Tenant acknowledges and understands that the square footage quoted by the Owner for the subject premises is a reasonable approximation of same. Furthermore, this figure includes Tenant's pro-rata share of the common areas of the floor on which the subject premises are located, if any, and Tenant has a duty to measure and investigate same. Tenant further understands that by signing this Lease it waives any objections to alleged miscalculations or misrepresentations of the square footage by Owner.

56. **Cleaning/Maintenance.** Tenant acknowledges that they are responsible to clean and maintain common area hallways and lavatory facilities, along with other tenants on the 2nd floor. If the lavatory facilities are wholly within the demised premises, then the cleaning and maintenance thereof shall be at the tenant's own cost and expense, without contribution. If there is a common lavatory or multiple lavatories on the floor in the common area hallway, then said facilities shall be considered common to all tenants on the floor, and are the responsibility of all tenants on the floor to clean and maintain.

57. **Electricity.** If electric current is supplied by Owner, Tenant covenants and agrees to purchase the same from Owner or Owners designated agent at charges, terms and rates set, from time to time, during the term of this lease by Owner but not more than those specified in the service classification in effect on January 1, 1970 pursuant to which Owner then purchased electric current from the public utility corporation serving the part of the city where the building is located. Said charges may be revised by Owner in order to maintain the return to Owner produced under the foregoing in the event that the Public Service Commission approves changes in service classifications, terms, rates or charges for such public utility during the term hereof. Where more than one-meter measures the service of Tenant in the building, the service rendered through each meter may be computed and billed separately in accordance with the rates herein. Bills therefor shall be rendered at such times as Owner may elect. In the event that such bills are not paid within five (5) days after the same are rendered, Owner may, without further notice, discontinue the service of electric current to demised premises without releasing Tenant from any liability under this lease and without Owner or Owner's agent incurring any liability for any damage or loss sustained by Tenant by such discontinuance of service. Owner shall not in any wise be liable or responsible to Tenant for any loss or damage or expense which Tenant may sustain or incur if either the quantity or character of electric service is changed or is no longer available or suitable for Tenants requirements. Any riser or risers to supply Tenants electrical requirements, upon written request of Tenant, will be installed by Owner, at the sole cost and expense of Tenant, if, in Owners sole judgment, the same are necessary and will not cause permanent damage or injury to the building or demised premises or cause or create a dangerous or hazardous condition or entail extensive or unreasonable alterations, repairs or expense or interfere with or disturb other tenants or occupants. In addition to the installation of such riser or risers Owner will also at the sole cost and expense of Tenant, install all other equipment proper and necessary in connection therewith subject to the aforesaid terms and conditions. Tenant covenants and agrees that at all times, its use of electric current shall never exceed the capacity of existing feeders to the building or the risers of wiring installations. It is further covenanted and agreed by Tenant that all the aforesaid costs and expenses shall be paid by Tenant to Owner within five (5) days after rendition of any bill or statement to Tenant therefor. Owner may discontinue any of the aforesaid services upon thirty (30) days' notice to Tenant without being liable to Tenant therefor or without in any way affecting this lease or the liability of Tenant thereunder or causing a diminution of rent and the same shall not be deemed to be a lessening or diminution of services



within the meaning of any law, rule or regulation now or hereafter enacted, promulgated or issued. In the event Owner gives such notice of discontinuance, Owner shall permit Tenant to receive such service direct from said public utility corporation, in which event, the Tenant will at its own cost and expense, furnish and install all risers, service wiring and switches that may be necessary for such installation and required by the public utility company, and will at its own cost and expense, maintain and keep in good repair all such risers, wiring and switches. Tenant shall make no alteration or additions to the electric equipment and/or appliances without the prior written consent of Owner in each instance. Rigid conduit only will be allowed. If any tax is imposed upon Owners receipt from the sale or resale of electrical energy or gas or telephone service to Tenant by any Federal, State or Municipal Authority, Tenant covenants and agrees that, where permitted by law, Tenants pro rate share of such taxes shall be passed on to, and included in the bill of, and paid by, Tenant to Owner.

58. **Documentation:** Upon written request from Landlord, Tenant shall promptly provide to Landlord copies of all licenses, permits, certificates, Department of the Buildings approved plans, and Certificates of Insurance issued to or on behalf of the tenant by any governmental agency or insurance or indemnity company.

59. **Termination.** If on or after January 1, 2018, in the event that Owner decides to convert the usage of the Demised Premises from the existing commercial usage to residential usage or to convert the building to a commercial cooperative Owner shall have the right to cancel this lease upon 180 days written notice to Tenant.

60. **Tax Identification.** The Tenant's Federal Tax Identification Number or Social Security Number (s) is (are) 27-1427988.

61. **Smoking on Premises.** In accordance with Par. 36 herein, Par. 13 of the Rules and Regulations and the rules and regulations of the New York City Fire Department, NO smoking shall be permitted in the premises or within the building at anytime whatsoever. Smoking will only be allowed outside the building on the street. In the event a Tenant, or its employee, agent or servant is found to be smoking in the premises or building, Tenant shall be responsible for a penalty of \$250.00 for the initial time, which amount Tenant agrees to pay as additional rent. Tenant agrees to pay \$500.00 as additional rent for each infraction thereafter. In addition to the imposition of the aforementioned penalties, Landlord reserves its right under this Lease to take any and all other appropriate action.

62. **Elevator Keys.** If applicable, and Owner decides warranted, Owner may provide Tenant with two (2) elevator lock off keys at no cost to Tenant. Tenant will be charged on their rent bill for each additional key requested thereafter. Each additional key will be \$30.00 per key. If warranted, Owner may increase the cost of the elevator key at any time. If Tenant loses their elevator keys, Tenant may purchase additional keys for said \$30.00 charge. All keys must be ordered through Owner, unless otherwise agreed.

63. **Garbage.** Tenant agrees that it will contract for their trash removal with an independent carter. Tenant may not throw their refuse in hallway or building trash containers or containers belonging to other tenants. Landlord reserves the right to request from Tenant their contract or other satisfactory evidence to Landlord that Tenant's trash is being removed. If satisfactory proof is not provided to Landlord within five (5) days of Landlord's request, Landlord shall have the right to contract with a carter on Tenant's behalf and bill tenant the cost of trash removal, plus a \$35.00 per month administrative fee, both of which shall constitute additional rent.

64. **Window Cleaning.** Landlord reserves the right, but not the obligation, to have Tenant's windows cleaned during the term of this lease, but in no event greater than four (4) times per annum. In the event Tenant's windows are cleaned, Tenant will be billed accordingly based upon the number of windows in the Demised Premises. Said amount due for window cleaning shall appear on Tenant's monthly bill following the cleaning, which charge shall constitute additional rent due.

65. ~~**Third Party.** The Tenant acknowledges that the demised Premises are currently occupied by third parties and that the Landlord may not be able to deliver possession of the Premises to the Tenant on the Lease commencement date in which such case the terms of the paragraph "24" of the Lease shall govern.~~

66. **Assignment.** Tenant shall have the right to assign the Lease to a corporation or other legal entity with the Owner's prior written consent, which shall not be unreasonably withheld, **conditioned** or denied so long as Tenant shall be a majority shareholder or owner in said corporation or entity. In the event the assignment is to an entity in which Tenant is not a majority shareholder or owner, Tenant agrees that all monies including "key money" received or to be received from the assignee in excess of the Base Monthly Rent due under the Lease, shall be divided equally with the Owner. Each and every assignment shall be documented by an Assignment or Subletting instrument in a form acceptable to Owner, or shall be prepared by Owner. In each instance of an assignment or sublet, Tenant shall be subject to a review and/or document preparation fee of \$250.00. Said fee shall be due owner regardless of whether or not assignment or sublet ultimately occurs.

67. **Sublet.** It is agreed that the Tenant may sublet the premises or a portion of same with the prior written consent of the Owner, **which shall not be unreasonably withheld, conditioned and/or delayed.** In the event any sub-lease is approved by Owner, Tenant agrees that all monies including "key money" received from the sub-tenant in excess of the base monthly rent due under the Lease shall be split equally with Owner, **except Bagatelle Restaurant Group Brand Essence - David Jankileviatsh,** Each and every sublet shall be documented by a Sublet instrument in a form acceptable to Owner, or shall be prepared by Owner. In each instance of a sublet, Tenant shall be subject to a review and/or document preparation fee of \$250.00. Said fee shall be due owner regardless of whether or not sublet ultimately occurs.

68. **Trademark Infringement Activities.** Tenant acknowledges and understands that any use of the subject premises for the purposes of trademark counterfeiting, as defined by New York Penal Law Section 165-71 shall be deemed a material default under this Lease, which will be grounds for the termination of the Lease and eviction of the Tenant.

69. **Noise and Vibration.** Tenant agrees to maintain acceptable and reasonable levels of noise and vibration usually associated with the use and occupancy of the building. Tenant agrees to soundproof the demised premises to maintain said levels. Tenant agrees that Tenant shall not permit said noise or vibration to emanate from the premises. If Owner or any other Tenant or occupant or neighbor reasonably objects to said noise or vibration then, upon written or verbal notice by Owner, Tenant shall either cease and desist from allowing said noise or vibration from emanating from the premises or shall promptly install sufficient soundproofing to cause a cessation of the emanation of noise or vibration from the premises. Tenant understands and agrees that failure to comply with this provision is a substantial and material breach of this Lease.

70. **Possession.** Tenant and Landlord agree that the Tenant will take possession of what is now known as Suites 201 & 203 as of July 1, 2015 (as per attached floor plan labeled Exhibit "A"). As of September 1, 2015, Tenant will take possession of the premises currently known as 201B (as per attached floor plan labeled Exhibit "A") and at its own expense, with the Landlord's prior approval,

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may remove the demising wall between the two suites as indicated on the attached floor plan labeled Exhibit "B". Tenant acknowledges that it is responsible for all work entailed in doing such combining of suites and agrees to be responsible for all terms and conditions of premises as per this lease. Once tenant takes possession of all (3) three units, all (3) three units will going forward be known as Suite 200. If for any reason any delays or holdovers are in place, Paragraph 65 of this lease will be in effect unless otherwise agreed.

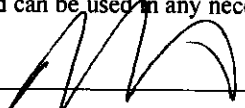
70. **Miscellaneous.** NO bicycles or freight are allowed thru the main lobby and passenger elevators at any time. If for any reason the tenant does not follow this direction, the Landlord has the right to cancel this lease with 30 days written notice.

71. **Air Conditioning.** In the event any air conditioner equipment is, or becomes installed in the Demised Premises, whether window type or otherwise, Tenant agrees that, in either making or maintaining such installation, Tenant will comply with all applicable laws, ordinances, regulations, orders and/or requirements of any governmental party asserting jurisdiction, as well as all requirements of the New York Board of Fire Underwriters. Tenant will pay any and all taxes and fees that may be payable by either Owner or Tenant in connection with the installation, maintenance and/or use of such air conditioning equipment. Tenant will install, maintain and remove said equipment at its own cost and expense and will repair any damage caused by such installation, maintenance or removal. Additionally, Tenant agrees to hold Owner harmless and indemnify Owner from any claim, demand, loss, damage or expense which may be made against or imposed upon Owner by any third party by reason of Tenant's installation, maintenance, misuse or removal of such air conditioning equipment.

72. **Good Guy/Gal Clause.** The Guarantor (s) indicated below hereby covenant (s) and agree(s) that if there shall be any default by Tenant in the payment of fixed rent, additional rent, or other charges set forth in the Lease, or if Tenant shall default in the performance of any of the covenants, terms, conditions, and agreements contained in the Lease, then Guarantor (s) shall in each and every instance up to and including the "Release Date" (as defined below) (i) pay such fixed rent, additional rent and other charges due and payable by Tenant to Owner, (ii) faithfully perform and fulfill all of such covenants, terms, conditions and agreements to be performed by Tenant as set forth in the Lease, and (iii) pay to Owner all consequential damages that may be incurred by Owner as the result of any default by Tenant under the Lease, including without limitation, all reasonable attorney's fees and disbursements incurred by Owner as the result of any such default and or the enforcement of any of the provisions of this Guaranty. Furthermore, in the event that Tenant or Owner cancel the Lease or the Lease is otherwise terminated prior to the expiration date, the security held under the Lease by Owner cannot be utilized by the undersigned Guarantor(s) as an offset or credit against any monetary claims brought against them based upon any breach by Tenant or the Lease. Tenant agrees to give Landlord at least one hundred and eighty days (180) written notice of its intent to surrender the premises. In the event the premises are vacated prior to the one hundred and eighty (180) day period or no notice is given, Guarantor agrees to be liable hereunder for the one hundred and eighty (180) day period or any portion thereof if the surrender occurs during said notice period.

The "Release Date" shall mean the date upon which Tenant returns to Landlord the keys to Premises and surrenders possession of the Premises in the condition required by the Lease as of the expiration or termination thereof free of all tenancies or rights or claims of occupancy by Tenant or any party claiming through Tenant. In the event of more than one guarantor, the liability herein stated shall be joint and several. The Guarantor shall not be liable for obligations accruing after the Release Date. Facsimile or emailed signatures of this document are to be considered original documents and can be used in any necessary form.

Agreed to:



Guarantor - Signature

Ted Weinstein

Guarantor - Print Name

552-79-7156

Social Security Number


15 Broad St - Apt 2006

Street Address

NY NY 10005

City, State, Zip

Agreed to:



Guarantor - Signature

COPPETERS ANTHONY

Guarantor - Print Name

219258016

Social Security Number

511 E 20TH ST. # 13C

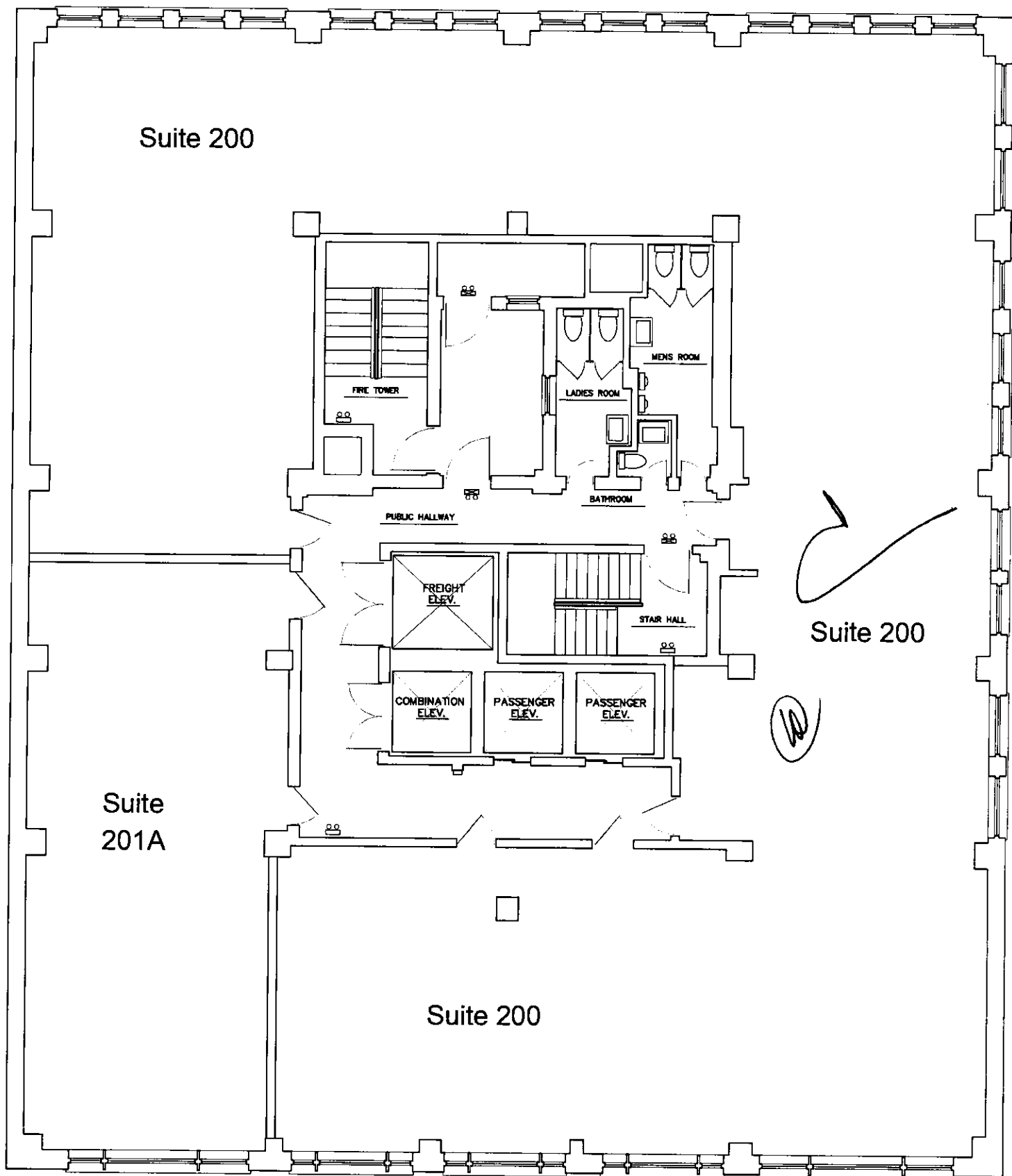
Street Address

NY NY 10010

City, State, Zip







SECOND FLOOR PLAN - 150 West 28th Street