

Manhattan Community Board 4
(All Fields Must Be Completed)

Liquor License Stipulations Application

APPLICANT BB 57 LLC		DOING BUSINESS AS (DBA) BAREBURGER		
STREET ADDRESS 313 W 57TH ST		CROSS STREETS 8TH AVE		
OWNER	NAME: MIKOLAOS MAROLACHAKIS	PROPERTY	NAME: MATTHEW KAUSKALIS	
	PHONE: 516-578-4258		PHONE: 631-944-1220	
	FAX:		FAX:	
MANAGER	NAME: MIKOLAOS GALANIS	LANDLORD	NAME: 313 WEST 57TH STREET LLC C/O AT CLARKE REAL ESTATE	
	PHONE: 516 4745-6515		PHONE: 1881 Broadway NY NY	
	FAX:		FAX:	
DESCRIPTION OF BUSINESS				
Establishment Type:	<input type="radio"/> Bar/Tavern <input type="radio"/> Bed & Breakfast <input type="radio"/> Eating Place Beer <input type="radio"/> Cabaret <input type="radio"/> Night Club <input type="radio"/> Hotel <input checked="" type="radio"/> Restaurant <input type="radio"/> Catering Establishment <input type="radio"/> Club (Fraternal Organization - Members Only) <input type="radio"/> Other (Explain): Bar/Arcade			
Method of Operation:	<input checked="" type="radio"/> Restaurant <input type="radio"/> Dance Club <input type="radio"/> Sports Bar <input type="radio"/> Adult Entertainment <input type="radio"/> Wine Bar <input type="radio"/> Pizzeria <input type="radio"/> Cafe <input type="radio"/> Other (Explain): Bar/Arcade			
License Type:	<input checked="" type="radio"/> On-Premise <input type="radio"/> Wine <input type="radio"/> Beer <input type="radio"/> Wine & Beer			
APPLICATION TYPE (check one)	<input checked="" type="radio"/> New	Has applicant owned or managed a similar business?	<input checked="" type="radio"/> YES <input type="radio"/> NO	
		What is/was the name of establishment?	BAREBURGER	
		What is/was the address of the establishment?	366 W 46TH ST	
		What were the dates the applicant was involved with this former premise?	1 YEAR AND A HALF	
	<input type="radio"/> Transfer	What is the prior license #?		
		What is the expiration date on the prior license?		
		Are you making any alterations or operational changes?	<input type="radio"/> YES <input type="radio"/> NO	
		If alterations or operational changes are being made, please attach the plans to this form.		
	<input type="radio"/> Alteration	What is the current license #?		
		What is the expiration date on the current license?		
Please describe the nature of the alterations and attach the plans				

OPERATIONAL ISSUES									
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY		
Operation	11AM-11PM	11AM-11PM	11AM-11PM	11AM-11PM	11AM-11PM	11AM-11PM	11AM-11PM		
HOURS	Music								
	Kitchen	11AM-11PM	11AM-11PM	11AM-11PM	11AM-11PM	11AM-MIDNIGHT	11AM-11PM		
OCCUPANCY	INDOOR				BAR			OUTSIDE	
	Capacity (Certificate of Occupancy)	Maximum # of Persons You Anticipate Occupying Premises (Including Employees)	Number of Tables	Number of Seats	Number of Service Only Bars	Number of Stand-Up Bars	Number of Seats at Bars	Number of Seats	Number of Tables
	120	80	20	70	1	1	10		
How many floors are there? What is the capacity for each floor? (please respond in space provided)					1-2	3-4	5+	1st Floor	
Will you be applying or intending to apply for a cabaret license? If yes, will there be dancing? (please respond in space provided)					YES	<input checked="" type="radio"/> NO	N/A	NO	
Will applicant have bottle service?					YES	NO	N/A	NO	
Will you be hosting private parties and promotional events?					YES	NO	N/A	NO	
Will outside promoters be used?					YES	NO	N/A	NO	
Will the security plan submitted be implemented?					YES	NO	N/A	NO	
Will State certified security personnel be used?					YES	NO	N/A	NO	
Will New York Nightlife Association recommendations and NYPD Best Practices be followed?					YES	NO	N/A	NO	
Will the applicant be using delivery bicycles? If yes, have you applied to DOT for bicycle rack? Delivery bicycles are to be clearly marked with the name of the restaurant and staff will wear attire clearly noting name. (please respond in space provided)					YES	NO	N/A	NO	
Will the applicant be applying for a Sidewalk Café now or in the future? (please respond in space provided)					YES	NO	N/A	NO	
If yes to the above, are plans attached and submitted to DCA? How many tables/seats? (please respond in space provided)					YES	NO	N/A		
Will applicant provide contact information to neighbors and respond to complaints that arise?					YES	NO	N/A	YES	
Will you inform the Community Board office of your job openings and/or provide a hyperlink to your jobs webpage?					YES	NO	N/A	YES	
If you plan to have music, what type(s)?		BACKGROUND	LIVE MUSIC	DJ					
BUILDING DESIGN									
Doors and windows will be closed when any amplified music is played and in the event of no amplified sound, will be closed by 11 PM Friday and Saturday and 10 PM on all other days.					YES	NO	N/A	YES	
Will applicant follow the recommendations of a certified sound engineer to mitigate potential noise disturbance to the neighboring residents and buildings, including placing speakers on the floor of the establishment?					YES	NO	N/A	NO	
Do you agree to comply with DOB rules concerning a storm enclosure? Storm enclosures can be used between November 15 and April 15, but they may NOT project more than 18 inches from the store front.					YES	NO	N/A	YES	

OUTDOOR ITEMS

Will applicant use the rooftop, rear yard or any outdoor space?	YES	NO	N/A	NO
If yes to the above, the rear yard, rooftop, and any outdoor space will be closed and vacated by 11 PM on Friday & Saturday and 10 PM on all other days.	YES	NO	N/A	
The service and consumption of alcohol in the rear yard, on the rooftop, or in any other outdoor space will be only via seated food service.	YES	NO	N/A	
The rear yard, rooftop, and any other outdoor space will not allow standing space for patrons to drink or smoke.	YES	NO	N/A	
Applicant will do everything in their power to provide an effective sound baffling or sound controlled environment through landscaping or some type of enclosure, where possible; provided they do not violate any fire or building code regulations? This includes possibly working with landlords for soundproofing tenants apartments (such as installing soundproofing windows, acoustical tiles, etc.).	YES	NO	N/A	
Applicant will enforce a quiet environment in the outdoor space, so as not to disturb nearby residents (e.g. there will be no amplified music, as per the law, and windows and doors to areas that play amplified music shall be closed). The applicant will make every effort possible to limit the noise emanating from diners by posting signs outside and also on menus asking for respect of the neighbor's privacy and peace. The staff will also encourage a peaceful environment amongst the outdoor diners.	YES	NO	N/A	
Applicant will have a lighting plan that will allow safe usage of the outdoor space without disrupting neighbors?	YES	NO	N/A	

LOCATION & ZONING

Primary Zoning District:	Overlay (If Applicable):			
Is this a Special District? If yes, is it Clinton, West Chelsea or Hudson Yards?	YES	NO	N/A	
Does the building have a Certificate of Occupancy ("C of O") or a letter of no objection?	YES	NO	N/A	
Is the 500 Foot Rule or 200 Foot Rule Triggered? If yes, which? Please attach a diagram of the establishments that triggers the rule.	YES	NO	N/A	
Is a Public Assembly permit required?	YES	NO	N/A	YES
Are your plans filed with DOB?	YES	NO	N/A	YES

Building Type: Residential Commercial Mixed Use Other, describe: _____

Adjacent Buildings: Residential Commercial Mixed Use Other, describe: _____

NOTIFICATION: What organizations / community groups have you notified regarding your application?	# 1	NAME
	# 2	
	# 3	

ADDITIONAL INFORMATION: (Applicant Use)

Blank area for additional information.

ADDITIONAL NOTES: (Office Use Only)

Large blank area for additional notes.

ADDITIONAL STIPULATIONS: (Office Use Only)

Manhattan Community Board 4 (MCB4) recommends:

Denial unless all agreed to by applicant is part of the method of operation

Denial Approval

CB4 REPRESENTATIVES

Nelly Gonzalez
CB4 Assistant District Manager

Frank Holozubiec
CB4 BLP Committee Co-Chair

Paul Seres
CB4 BLP Committee Co-Chair

APPLICANT AGREEMENT WITH THE COMMUNITY

Pursuant to these stipulations, this applicant agrees to have these provisions incorporated in the method of operation of their liquor license. Additionally, the applicant agrees to the community agreements as the basis for the community supporting this application.

SIGN HERE →

SIGNATURE OF APPLICANT

DATE

2/20/15



3/11/15

THE CITY OF NEW YORK

DEPARTMENT OF BUILDINGS CERTIFICATE OF OCCUPANCY

BOROUGH **MANHATTAN**

DATE **MAY 2 1993** NO. **83627**

ZONING DISTRICT **C 6-4**

This certificate supersedes C.O. No. **40951**

THIS CERTIFIES that the ~~new~~-~~altered~~-~~existing~~-building-premises located at

313 West 57th Street

Block **1048** Lot **25**

CONFORMS SUBSTANTIALLY TO THE APPROVED PLANS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS FOR THE USES AND OCCUPANCIES SPECIFIED HEREIN

PERMISSIBLE USE AND OCCUPANCY

STORY	LIVE LOAD LBS PER SQ FT	MAXIMUM NO OF PERSONS PERMITTED	ZONING DWELLING OR PRODUING UNITS	BUILDING CODE HABITABLE ROOMS	ZONING USE GROUP	BUILDING CODE OCCUPANCY GROUP	DESCRIPTION OF USE
Cellar	O.G.	-	-	-	-	-	Boiler room and storage
1st	120	120	-	-	6	Comm.	Restaurant, Use Group #6
2nd	60	-	2	5	2	Res.	Two (2) Class "A" apartments
3rd	40	-	4	5	2	Res.	Four (4) Class "A" apartments
4th	40	-	4	5	2	Res.	Four (4) Class "A" apartments
5th	40	-	4	5	2	Res.	Four (4) Class "A" apartments
6th	40	-	3	5	2	Res.	Three (3) Class "A" apartments
<p>TOTAL: Class "A" Multiple Dwelling and Restaurant Old-Code</p> <p>Note: Fuel Oil Installation approved by Fire Department April 7, 1992. Sprinkler System approved by Fire Department March 18, 1993.</p>							

OPEN SPACE USES _____

(SPECIFY - PARKING SPACES, LOADING BERTHS, OTHER USES, NONE)

NO CHANGES OF USE OR OCCUPANCY SHALL BE MADE UNLESS
A NEW AMENDED CERTIFICATE OF OCCUPANCY IS OBTAINED

THIS CERTIFICATE OF OCCUPANCY IS ISSUED SUBJECT TO FURTHER LIMITATIONS, CONDITIONS AND
REGULATIONS NOTED ON THE REVERSE SIDE.

[Signature]
BOROUGH SUPERINTENDENT

[Signature]
COMMISSIONER

ORIGINAL OFFICE COPY - DEPARTMENT OF BUILDINGS COPY



THE ZONING LOT ON WHICH THE PREMISES IS LOCATED IS BOUNDED AS FOLLOWS:

BEGINNING at a point on the North side of West 57th Street
 175' feet from the corner formed by the intersection of
 8th Avenue and West 57th Street
 running thence west 25' feet;
 then east 25' feet;
 then feet;
 thence feet;
 to the point or place of beginning.

PERMIT OR ALT. No. 360/81 DATE OF COMPLETION 2/4/83
 BUILDING OCCUPANCY GROUP CLASSIFICATION
 Class "A" Multiple Dwelling and
 Restaurant

CONSTRUCTION CLASSIFICATION
 HEIGHT 6 STORIES, 55' Brick Class 3

THE FOLLOWING FIRE DETECTION AND EXTINGUISHING SYSTEMS ARE REQUIRED AND WERE INSTALLED IN COMPLIANCE WITH APPLICABLE LAWS.

	YES	NO		YES	NO
STANDPIPE SYSTEM			AUTOMATIC SPRINKLER SYSTEM		
YARD HYDRANT SYSTEM					
STANDPIPE FIRE TELEPHONE AND SIGNALING SYSTEM					
SMOKE DETECTOR					
FIRE ALARM AND SIGNAL SYSTEM					

- STORM DRAINAGE DISCHARGES INTO:
- A) STORM SEWER B) COMBINED SEWER C) PRIVATE SEWAGE DISPOSAL SYSTEM
- SANITARY DRAINAGE DISCHARGES INTO:
- A) SANITARY SEWER B) COMBINED SEWER C) PRIVATE SEWAGE DISPOSAL SYSTEM

LIMITATIONS OR RESTRICTIONS:
 BOARD OF STANDARDS AND APPEALS CAL. NO. _____
 CITY PLANNING COMMISSION CAL. NO. _____
 OTHERS:

313

Circle West
Diner & Cafe

212.397.313



EST.

2009

GREENS

QUAPO CHOP

little gems romaine, queso fresco, pickled jalapeños, pickled red onions, spicy pico de gallo, guacamole, tortilla chips, avocado basil dressing 11.95 | 15.95

THE HUDSON

baby spinach, amish blue, duck bacon, sunny side egg, hass avocado, grape tomatoes, red onions, buttermilk ranch 12.75 | 16.75

CALI FRESH

baby kale, cauliflower hummus, red quinoa, grape tomatoes, watermelon radish, red onions, alfalfa, lemon tahini dressing 12.40 | 16.40

BERRY BLUE

baby spinach, amish blue, dried blueberries, toasted almonds, apple cider vinaigrette 10.85 | 14.85

ROMAN HEARTS

little gems romaine, manchego, watermelon radish, crostons, caesar dressing 9.35 | 13.35

SWEET BRAZIN'

baby kale & spinach, candied pecans, apples, watermelon radish, lemon poppy seed dressing 11.75 | 15.75

salad protein

beef +3.65
turkey +3.65
chick +4.75
wild boar +4.75
duck +4.75
bison +5.80

grilled lemon chicken +3.65
panko chicken +3.65
buttermilk fried chicken +3.65
black bean v +3.65
farmers quinoa v +3.65
sweet potato & wild rice v +3.65

BARE

SHARES

french fries v special sauce, curry ginger ketchup 1130-1150	5.85
sweet fries v special sauce, buttermilk ranch 1150-1310	7.85
onion rings paprika mayo, smoke sauce 1160-1210	8.95
rings & fries smoke sauce, special sauce, habanero mayo, curry ginger ketchup 1160-1410	8.95
rings & sweet fries smoke sauce, special sauce, habanero mayo, curry ginger ketchup 1130-1410	9.95
pickles & slaws v dill pickles, spicy pickles, sweet pickles, creamy slaw, wasabi carrot slaw 15-370	11.85
chicken tenders buttermilk ranch, smoke sauce, horseradish remoulade 1100-1410	9.85



"this meal is recycled & reusable"



WICHES

BUTTERMILK BUFFALO

9.90
buffalo fried chicken,
amish blue,
buttermilk ranch,
green leaf, brioche bun 710

HOT HONEY CHICKEN

9.90
buttermilk fried chicken,
wasabi carrot slaw,
pineapple relish, crispy lotus root,
hot honey, sprout bun 710

PICKLE FRIED CHICKEN

9.90
buttermilk fried chicken,
sweet pickles, green leaf,
horseradish remoulade,
brioche bun 710

BACKYARD BRISKET

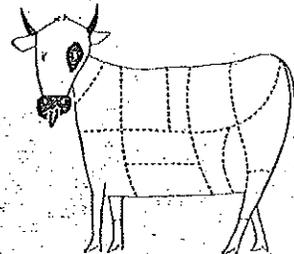
11.15
brisket, pepper jack, pickled green tomatoes,
creamy slaw, brioche bun 710

"the early bird gets the worm and we don't interfere. a hen with a natural diet lays more delicious nutrient rich eggs"

DUCK DUCK GOUDA

8.80
duck bacon, gouda, fried egg,
tomato fig jam, brioche bun 410

I ♥ GRASS



CUBBY FARE

served with apples

GRIZZLY

kids cheeseburger
(beef, turkey),
sweet potato & wild rice v 1.00,
colby, brioche bun 700-710
7.95

PANDA

chicken tenders (3), colby cheese sandwich,
buttermilk ranch 7.95

POLAR

colby cheese sandwich,
brioche bun 7.95

KOALA

meat & cheese hot dog
600-610
7.95

2 choose your munchies v
salad, french fries,
sweet fries +1.00
3 choose your sippies
apple juice, fruit punch,
milk, chocolate milk

1 Choose Your Meal

2 choose your munchies v

BA BURE BURGER



we have tried over 20 different beef blends & decided to go with this one.

CHOOSE YOUR PATTY
8.90 170-200

- beef
- bison +2.15
- elk +1.10
- wild boar +1.10
- duck +1.10
- turkey
- grilled lemon chicken
- sweet potato & wild rice
- black bean v
- lambers quinoa v

CHOOSE YOUR BUN

- 10-210
- brioche bun
- sprout bun v
- hemp milk bun +1.65
- wrapped in collard green v

CHOOSE YOUR CHEESE +1.40

- colby
- aged cheddar
- pepper jack
- manchego
- queso fresco
- gouda
- pimento
- amish blue
- vegan cheddar +2.20

CHOOSE YOUR BACON

- country bacon +1.65
- duck bacon +3.15
- brisket +3.85

CHOOSE YOUR VEGGIES +0.75

- alfalfa
- green leaf
- spinach
- red onions
- tomatoes
- dill pickles
- spicy pickles
- pickled jalapenos
- chickpea onions
- stout onions
- pickled red onions
- sweet pickles
- pickled green tomatoes
- wild mushrooms

CHOOSE YOUR SAUCE +0.55

- mayo
- ketchup
- buffalo sauce
- stone mustard
- special sauce
- habanero mayo
- pepprika mayo
- horseradish remoulade
- curry zinger ketchup
- smoke sauce
- buttermilk ranch

CHOOSE YOUR SPREAD +1.75 170-200

- spicy picc de gallo
- piquanté relish
- pineapple relish
- tomato fig jam
- guacamole

B A R E BURGER

all red meats are cooked medium, unless specified

SUCKLE
turkey, aged cheddar, pickled red onions, alfalfa, guacamole, sprout bun 7.0 10.85

COUNTY FAIR
bison, aged cheddar, dill pickles, red onions, tomatoes, green leaf, mayo, brioche bun 9.0 12.75

GRINDHOUSE
elk, manchego, country bacon, piquanté relish, green leaf, paprika mayo, brioche bun 9.0 12.90

WIKI WIKI
wild boar, gouda, duck bacon, chickpea onions, pineapple relish, brioche bun 8.0 11.90

BLUE ELK
elk, amish blue, country bacon, stout onions, tomato fig jam, sprout bun 7.0 12.65

EL MATADOR
bison, queso fresco, pickled jalapenos, guacamole, green leaf, spicy picc de gallo, brioche bun 9.0 12.65

HOG WILD
wild boar, pimento cheese, fried egg, chickpea onions, pickled green tomatoes, brioche bun 8.0 11.20

FINE GORONEN
duck, pepper jack, habanero mayo, pickled jalapenos, red onions, spinach, tomatoes, brioche bun 10.0 11.95

THE STANDARD
beef, colby, stout onions, dill pickles, special sauce, brioche bun 7.0 10.85

FARMSTEAD
sweet potato & wild rice, cauliflower hummus, tomatoes, baby kale, wrapped in collard green 270 9.65

QUADALUPE
black bean, pickled red onions, tomatoes, alfalfa, guacamole, sprout bun 7.0 9.65

BUCKAROO
beef, aged cheddar, brisket, wild mushrooms, smoke sauce, brioche bun 10.0 13.25

SUPREME
beef, colby, country bacon, green leaf, onion rings, chopped fries, special sauce, brioche bun 10.0 11.80

SOUTHERN CAVIAR
bison, pimento cheese, country bacon, stout onions, horseradish remoulade, brioche bun 8.0 12.85

SIDES

french fries 100 VGF 3.25	rings & fries 7.0 4.95	onion rings 7.0 4.50
sweet fries 100 VGF 4.25	rings & sweet fries 7.0 5.95	baby bean salad 90 VGF 4.25
100 year old french fries 100 VGF 3.85	creamy slaw 100 VGF 3.85	wasabi carrot slaw 90 VGF 3.85
dill pickles 100 VGF 3.25	sweet pickles 90 VGF 3.65	spicy pickles 20 VGF 3.25

BEVERAGES

Iced Tea 20oz
ginger green, white peach, black tea raspberry 20. 2.85

Lemonades 20oz
classic, strawberry, rosemary limeade 100-170 2.95

All Natural Sodas 20oz
cola, diet cola, root beer, diet root beer, ginger brew, ginger ale, lemon lime, mandarin orange, sarsaparilla, blueberry 0-160 2.85

Root Beer Float 20oz
vanilla ice cream, root beer, chocolate sauce 6.0 6.95

Bottled Water 1.50

Cold Brewed Iced Coffee 12oz 3.95

Hot Coffee, Hot Tea 2.25

ALL BAREBURGER MEATS ARE FREE-RANGE PASTURE RAISED HUMANELY RAISED ANTIBIOTIC GLUTEN & HORMONE FREE

Shakes 12oz-16oz
mix your flavors
vanilla, chocolate, peanut butter, banana, strawberry, raspberry 120-160 4.95-6.95

Banana Foster Milkshake
vanilla ice cream, bananas, caramel sauce 120-160 5.95-7.95

Hot Honey Milkshake
vanilla ice cream, hot honey 120-160 5.95-7.95

* All fried items cooked in 100% Non-GMO Canola Oil
* All meats cooked medium unless specified. Consuming raw or undercooked meat, poultry & eggs may increase your risk of food-borne illness. Please inform our staff if you have any food allergies.

* Bareburger foods that are labeled GLUTEN-FREE are prepared in a common kitchen with the risk of gluten exposure. Therefore, Bareburger DOES NOT recommend these items for guests with celiac disease. Guests with gluten sensitivities should exercise judgment in consuming these foods.

V = Vegan
GF = Gluten-Free
N = Nuts



BANDYNY Group, LLC
1141 Vernon Blvd.
LIC. NO. 111106
www.bandyngroup.com

PROJECT
10110 GOLF TRAIL PH 1

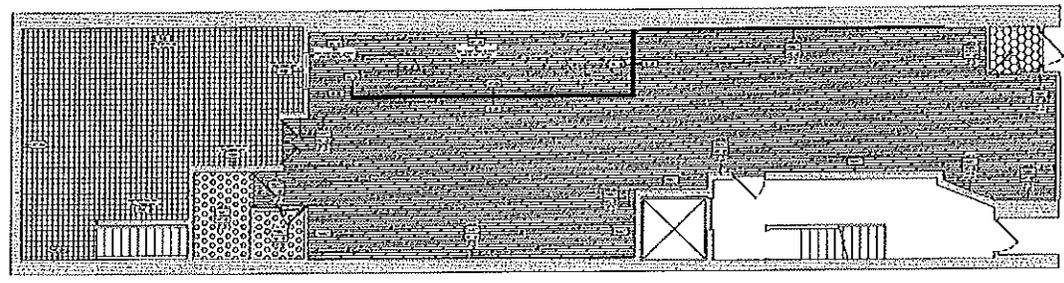
ALL DIMENSIONS & UTILITY
REQUIREMENTS WASTE
VERIFIED BY GC

ARCHITECT TO VERIFY CODE
COMPLIANCE

ANY DEVIATION FROM
REGULATORY REQUIREMENTS
MUST BE COORDINATED BY
BANDYNY

XXXXXX	PLANK 01
XXXXXX	PLANK 02
XXXXXX	PLANK 03
XXXXXX	PLANK 04

NOT TO SCALE UNLESS NOTED OTHERWISE IN CALLOUT
DETAILS



DESIGN
BANDYNY GROUP
DATE: 01/14/2014
REVISED PLAN

SCALE
1/4" = 1'-0"
FOODSERVICE FINISH PLAN

Sheet Label
K-200

FOODSERVICE FINISH PLAN
SCALE 1/4" = 1'-0"

**LEASE MODIFICATION, EXTENSION, ASSIGNMENT,
ASSUMPTION AND CONSENT AGREEMENT**

This Lease Modification, Extension, Assignment, Assumption and Consent Agreement (the "Agreement"), dated as of the 13th day of February 2015 by and among 313 West 57th Street L.L.C., DBA J. Clarke Real Estate Corp., 1001 Broadway, New York, New York 10003 (hereinafter referred to as "Landlord"), Moonrock Corp., 313 West 57th Street, New York, New York 10019 (hereinafter referred to as "Assignor"), and BB 57 LLC, having an address at 514 Third Avenue, New York, New York 10003 (hereinafter referred to as "Assignee").

WITNESSETH

WHEREAS, Landlord's predecessor-in-interest, 313 W. 57th Associates, as landlord, and Tenant's predecessor-in-interest, Frangista Ltd. as tenant, entered into that certain Agreement of Lease dated as of March 26, 1993 with respect to certain store and certain basement space (collectively, "Demised Premises") located in the building (the "Building") located and known as 313 West 57th Street, New York, New York, which Agreement of Lease was modified pursuant to that certain Lease Extension Agreement dated as of May 6, 2004, assigned from Frangista Ltd. to Tenant pursuant to that certain Assignment of Lease dated as of December 31, 2007, modified pursuant to that certain Lease Modification Agreement dated as of February 3, 2010, and modified pursuant to that certain Second Lease Modification Agreement dated as of September 2012 (otherwise undated) (the Agreement of Lease as extended, assigned and modified shall be referred to herein as the "Lease"); and

WHEREAS, Assignor desires to assign the Lease to Assignee and Assignee desires to accept such assignment and to assume all obligations of the tenant under the Lease; and

WHEREAS, Landlord has agreed to grant its consent to the assignment of the Lease from Assignor to Assignee pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and in the Lease, the parties hereto hereby agree as follows:

1. ASSIGNMENT OF LEASE: Effective as of the date hereof (the "Effective Date"), Assignor hereby does assign, transfer, set over and convey to Assignee all of Assignor's right, title and interest as Lessee in and to the Lease and in the security deposit held by Landlord as of the date hereof in the amount of \$57,000.00 ("Security Deposit"), TO HAVE AND TO HOLD the same unto Assignee and their successors and assigns, forever, ALWAYS SUBJECT to the rent reserved in and by and payable under the Lease and the covenants, agreements, terms and conditions of the Lease on the Assignee's part to be performed or observed.

Assignor does hereby warrant, represent, covenant and agree that (i) Assignor is the owner of the leasehold interest under the Lease, (ii) Assignor has full and unconditional power and authority to make, execute and perform this Agreement and (iii) the Lease is in full force and effect and has not been amended or modified in any respect except as set forth above. Assignee warrants, represents, covenants and agrees that it has the full and unconditional power and authority to make, execute and perform this Agreement.

2. ASSUMPTION OF LEASE: Subject to the terms of this Agreement, as of the Effective Date, Assignee hereby accepts the assignment of the Lease and covenants to assume, and hereby assumes, the due and punctual payment of all rents in and by the Lease reserved and the due and punctual performance and observance of all the covenants, agreements, terms and conditions of the Lease which are to be performed or observed by Assignee from and after the Effective Date. Assignee shall use the Demised Premises for the permitted use as modified herein and for no other purpose. Assignee agrees that the obligations assumed shall benefit the Landlord.

3. CONSENT TO ASSIGNMENT: Subject to the terms of this Agreement, Landlord hereby consents to the assignment of the Lease, as amended hereby, by Assignor to Assignee and the assumption thereby by Assignee and consents to the assignment of the Security Deposit.

4. CONDITIONS: The parties acknowledge that this Agreement shall, at Landlord's sole and absolute option, be null and void and of no force or effect unless Landlord receives, prior to or

simultaneously upon Assignor's and Assignee's execution of this Agreement:

- a) An insurance certificate naming Landlord and A.J. Clarke Real Estate Corp. as additional named insureds, evidencing that Assignee, as tenant, has complied with the insurance requirements under the Lease, as modified hereby.
- b) The sum of \$4,056.00 by an official bank check made payable to Landlord representing additional security due under the Lease so that Landlord shall be holding three (3) months of current Base rent due under the Lease, as modified hereby as security.
- c) The sum of \$4,056.00 by an official bank check made payable to Landlord representing arrears owed under the Lease, as modified hereby.
- d) The sum of \$10,000.00 by official bank check made payable to the order of Goldberg Weprin Finkel Goldstein LLP representing Landlord's legal fees in connection with the assignment of the Lease and this Agreement;
- e) Four fully executed original counterparts of the Good Guy Guaranty as required pursuant to Paragraph 6 of this Agreement; and
- f) The sum of \$20,000.00 by an official bank check made payable to Landlord, as required under the Lease.

5. LEASE MODIFICATIONS: As of the Effective Date, the Lease shall be modified as follows:

- a) Notwithstanding anything to the contrary contained herein or in the Lease, the term of the Lease, as modified hereby, shall be extended to expire on December 31, 2024. All references throughout the Lease, as modified hereby, to "expiration date" or "end of term" shall be deemed to mean "December 31, 2024".
- b) The Base Rent schedule pursuant to Article 40 of the Lease (as modified pursuant to Paragraph 2(iii) of the Second Lease Modification Agreement) shall be supplemented to include the following:

The sum of \$25,900.00 per month for the period from October 1, 2022 to and including December 31, 2022;

The sum of \$322,157.57 per annum for the period from January 1, 2023 to and including December 31, 2023 (\$26,846.46 per month); and

The sum of \$333,755.24 per annum for the period from January 1, 2024 to and including December 31, 2024 (\$27,812.94 per month).

Notwithstanding anything to the contrary contained herein or in the Lease, as modified, if and so long as Assignee, as tenant, has not been in default beyond any applicable cure periods and is not then in default under any of the terms, covenants and conditions of the Lease, as modified, beyond any applicable cure periods then Assignee, as tenant, shall not be required to pay the monthly installment of Base Rent until the date that is the two month anniversary of the Effective Date. Assignee, as tenant, shall nevertheless be obligated to pay all Additional Rents due under the Lease, as modified, and to pay for all utilities utilized in or furnished to the Demised Premises.

- c) The Permitted Use pursuant to Article 2 of the Lease, as modified hereby, shall be as follows:

a restaurant which will be permitted to serve wine and liquor as an ancillary use to the primary use as a restaurant serving food, provided all governmental permits and licenses are obtained by Tenant, but the Lease is not conditioned upon the obtaining of such permits and licenses, and for no other purpose whatsoever.

- d) The text of Article 77(g) of the Lease (as modified pursuant to Section 2. A. (iii) of the Lease Modification Agreement dated as of February 3, 2010) is deleted in its entirety and replaced with the following:

In the event that there is a guarantor under this Lease, any such guarantor shall remain liable under such guarantor's Guaranty, notwithstanding any assignment of the Lease and, as a condition to any such assignment, such guarantor shall execute such documents as requested by Landlord to confirm such continuing guaranty. Notwithstanding the preceding sentence, Landlord agrees to terminate any such Guaranty effective as of a permitted assignment provided, that, contemporaneously with such termination, Landlord shall receive a new executed Guaranty on the same terms and conditions as the existing Guaranty, from all of the principals of such assignee, which principals must be acceptable to Landlord in Landlord's reasonable judgment.

- e) The following shall be added as Article 77(h) of the Lease:

The fixed annual rent shall be increased by an additional three and one half (3.5%) percent throughout the remainder of the term of the Lease, provided, however, such additional increase shall not be applicable in the event (a) the Tenant changes its business to an operation different than the one operated at the Demised Premises provided the principals of the Tenant remain the same or (b) ownership interest in Tenant is transferred or Tenant's assets are sold to Tenant's parent entity, subsidiary entity, a franchisee of Tenant or Tenant's franchisor or a franchisee of Tenant's franchisor provided such transferee continues to operate at the Demised Premises under the same trade name as Tenant prior to such transfer (unless the franchisor requires a trade name change), the business operated at the Demised Premises does not materially change (unless required by the franchisor) and the menu offered at the Demised Premises does not materially change (unless required by the franchisor), provided, further that information and documentation reasonably satisfactory to Landlord to establish the foregoing is provided to Landlord and Tenant delivers to Landlord a copy of such transfer agreements reasonably prior to such transfer.

6. **GUARANTY:** Simultaneously with Assignee's execution and delivery of this Agreement to Landlord, Nikolaos Galanis, Nikolaos Marolachakis and Matthew Kouskalis, principals of Assignee, shall execute and deliver to Landlord the good guy guaranty (the "Guaranty") in the form attached hereto. Upon Landlord's receipt of the Guaranty executed by Nikolaos Galanis, Nikolaos Marolachakis and Matthew Kouskalis, that certain Guaranty dated December 31, 2007, executed by George Chritis, as guarantor, shall terminate and be of no further force or effect.

7. **BROKER:** Assignor and Assignee each represents and warrants that it neither consulted nor negotiated with any broker or finder with regard to this transaction or this Agreement other than Walker, Malloy & Company, Inc. Assignor and Assignee each agrees to indemnify, defend and save Landlord harmless from and against any claims for fees or commissions from anyone with whom Assignor and/or Assignee has dealt in connection with this transaction including than Walker, Malloy & Company, Inc.

8. **AS IS:** Assignee agrees that it shall accept the Demised Premises in its present "as is" condition. Landlord shall have no obligation to do any work in and to the Demised Premises in order to make them suitable and ready for occupancy and use by Assignee.

9. **INDEMNITY:** Assignor will indemnify, defend and hold harmless Landlord against and from any and all loss, liability, damages, costs, and expenses (including counsel fees) resulting from or arising out of any claims that may be made against Landlord in connection with the Demised Premises, the Lease, the assignment contemplated herein or this Agreement.

Assignee, as of the Effective Date, will indemnify, defend and hold harmless Landlord against and from any and all loss, liability, damages, costs, and expenses (including reasonable counsel fees) resulting from or arising out of any claims that may be made against Landlord in connection with the Demised Premises, the Lease, the assignment contemplated herein or this Agreement.

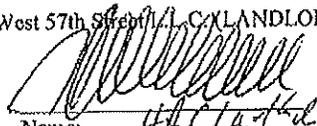
10. **NO VERBAL CHANGES:** Except as herein expressly modified or amended, the Lease shall remain in full force and effect in accordance with its terms, and the parties hereto ratify and confirm the same, as modified and amended hereby. This Agreement may not be amended, modified or changed orally, and no oral agreement in writing shall be executed by the party to be charged thereunder. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereby and their respective successors and assigns.

11. **MISCELLANEOUS:** Except as modified by this Agreement, all of the terms, covenants and conditions of the Lease, as modified, are hereby ratified and confirmed and shall continue in full force and effect. Assignor and Assignee each confirms that as of the date of execution of this Agreement, Landlord is not in default under any of the provisions of the Lease and that there are no presently existing claims, counterclaims or defenses with respect to the Lease, and to the extent any such claims, counterclaims and/or defenses may exist or may have existed, Assignor and Assignee each agree to waive the same. As of the date of execution of this Agreement, (i) the Lease is in full force and effect, as modified herein; (ii) Assignor is not in breach nor default under the Lease; and (iii) the current monthly installment of Base Rent is \$20,350.00 and such Base Rent for the month of February, 2015 has been paid, water charges have been paid through the period ending December 15, 2014 and real estate taxes have been paid through June, 2015.

12. **COUNTERPARTS:** The parties may execute counterparts of this Agreement, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Signed copies of this Agreement delivered electronically (e.g., fax, email, PDF), shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement, as of the date provided above.

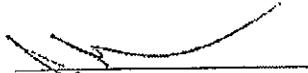
313 West 57th Street LLC (LANDLORD)

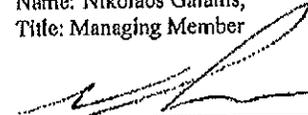
By: 
Name: H. Chatfield
Title: Member

Moonrock Corp. (ASSIGNOR)

By: 
Name: Gene Orestis
Title: President

BB 57 LLC (ASSIGNEE)

By: 
Name: Nikolaos Galanis
Title: Managing Member

By: 
Name: Nikolaos Marolachakis
Title: Managing Member

By: 
Name: Matthew Kouskalis
Title: Managing Member

STANDARD FORM OF STORE LEASE
The Real Estate Board of New York, Inc.

5/5/80 B

Agreement of Lease, made as of this 26th day of March 19 93, between
party of the first part, hereinafter referred to as OWNER, and
party of the second part, hereinafter referred to as TENANT,

Witnesseth: Owner hereby leases to Tenant and Tenant hereby hires from Owner Store and portion of basement as designated and presently demised in rear of premises

in the building known as 313 West 57th Street
in the Borough of Manhattan, City of New York, for the term of fifteen (15) years
(or until such term shall sooner cease and expire as hereinafter provided) to commence on the
1st day of April nineteen hundred and ninety three, and to end on the
31st day of March nineteen hundred and two thousand and eight
both dates inclusive, at an annual rental rate of as more fully set forth in Paragraph 40 of Rider
attached hereto and made part hereof

which Tenant agree 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 on 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 installment(s) on the execution hereof (unless this lease be a renewal).

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

Rent 1. Tenant shall pay the rent as above and as hereinafter provided.
Occupancy 2. Tenant shall use and occupy demised premises for a diner/restaurant in which there will also be permitted the service of wine and liquor, provided all governmental permits and licenses are obtained by Tenant, but this lease is not conditioned upon the obtaining of such permits and licenses.

and for no other purpose. Tenant shall at all times conduct his business in a high grade and reputable manner, shall not violate Article 37 hereof, and shall keep show windows and signs in a neat and clean condition.

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 non-structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises by using contractors or mechanics first approved by Owner. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals 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 and 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 done for, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within ten days thereafter, at Tenant's expense, by filing the bond required by law. All fixtures and all paneling, partitions, railings and like installations, installed in the premises at any time, either by Tenant or by Owner in 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 this lease, elects to relinquish Owner's rights thereto and to have them removed by Tenant, in which event, the same shall be removed from the 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, movable 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 may be removed from the premises by Owner at Tenant's expense. Owner agrees not to unreasonably withhold or delay its consent to any of Tenant's proposed alterations whether structural or non-structural.

Repairs 4. Owner shall maintain and repair the public portions of the building, both exterior and interior, except that if Owner allows Tenant to erect on the outside of the building a sign or signs, or a hoist, lift or sidewalk elevator for the exclusive use of Tenant, Tenant shall maintain such exterior installations in good appearance and shall cause the same to be operated in a good and workmanlike manner and shall make all repairs thereto necessary to keep same in good order and condition, at Tenant's own cost and expense, and shall cause the same to be covered by the insurance provided for hereafter in Article 8. Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein, and the sidewalks adjacent thereto, and at its sole cost and expense, make all non-structural repairs thereto as and when needed to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from the elements, fire or other casualty, excepted. If the demised premises be or become infested with vermin, Tenant shall at Tenant's expense, cause the same to be exterminated from time to time to the satisfaction of Owner. Except as specifically provided in Article 9 or elsewhere in this lease, there shall be no allowance to the Tenant for the 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 including the erection or operation of any crane, derrick or sidewalk shed, or in or to the demised premises or 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 which are dealt with in Article 9 hereof.

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: 6. Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant at Tenant's sole cost and expense, shall promptly comply with all present and future laws, orders and

* structural and

regulations of all state, federal, municipal and local governments, departments, commissions and boards 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 or duty upon Owner or Tenant with respect to the demised premises, and with respect to the position of the sidewalk adjacent to the premises, if the premises are on the street level, whether or not arising out of Tenant's use or manner of use thereof, or with respect to the building if arising out of Tenant's use or manner of use of the

cept as provided in Article 29 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 pay all costs, expenses, fines, penalties or damages, which may be imposed upon Owner by reason of Tenant's failure to comply with the provisions of this article. If the fire insurance rate shall, at the beginning of the 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, to comply with the terms of this article. In any action or proceeding wherein Owner and Tenant are parties, a schedule or "make-up" of 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 rate then applicable to said premises.

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 of 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. *

Tenant's Liability Insurance Property Loss, Damage, 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 will not be liable for any such damage caused by other tenants or persons in, upon or about said building or caused by operations in construction of any private, public or quasi public work. Tenant agrees, at Tenant's sole cost and expense, to maintain general public liability insurance in standard form in favor of Owner and Tenant against claims for bodily injury or death or property damage occurring in or upon the demised premises, effective from the date Tenant enters into possession and during the term of this lease. Such insurance shall be in an amount and with carriers acceptable to the Owner. Such policy or policies shall be delivered to the Owner. On Tenant's default in obtaining or delivering any such policy or policies or failure to pay the charges therefor, Owner may secure or pay the charges for any such policy or policies and charge the Tenant as additional rent therefor. 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 attorneys fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agent, 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 subtenant, and any agent, contractor, employee, invitee or licensee of any subtenant. In 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, then the rent shall be proportionately paid up to the time of the 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

* as a condition for subordination to any future non-institutional mortgage

owner will obtain a non-disturbance agreement.

** and additional rent

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

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 other casualty. Notwithstanding the foregoing, each party shall look first 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 lessors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance and also, provided that such a policy can be obtained without additional premiums. 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 and 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, distributees, 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. 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 the 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 wise 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 feeders to the building or the 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 wise 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 any emergency at any time, and, at other reasonable 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, following Tenant's failure to make repairs or perform any work which Tenant is obligated to perform under this lease, or for the purpose 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 they are within the walls, 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

Rider to be added if necessary.

right to enter the demised premises at reasonable hours for the purpose of showing the same to prospective purchasers or mortgagees 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 notice "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

agents herefor, nor in any event shall the obligations of Tenant hereunder be affected. If during the last month of term Tenant shall have removed all or substantially all of Tenant's property therefrom, 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. Owner shall have the right at any time, without the same constituting an eviction and without incurring liability to Tenant therefor to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, lobbies, or other public parts of the building and to change the name, number or designation by which the building may be known.

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 is 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.

Occupancy: 15. Tenant will not at any time use or occupy the demised premises in violation of, Articles 2 or 37 hereof, or 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.*

Bankruptcy: 16. (a) Anything elsewhere in this lease to the contrary notwithstanding, this lease may be cancelled by Landlord by the 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 rent 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 per cent (4%) per annum. If such premises or any part thereof be re-let by the Owner for the unexpired term of said lease, 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 are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

Defaults: 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 become vacant or deserted; 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 this lease be rejected under Section 365 of Title 11 of the U.S. Code (Bankruptcy Code); or if Tenant shall fail to move into or take possession of the premises within fifteen (15) days after the commencement of the term of this lease, of which

* except that if the violation annexed hereto requires repairs to be made in any apartment, Landlord will be responsible for any work required to be done in such apartment.

fact Owner shall be the sole judge; then, in any one or more of such events, upon Owner serving a written 15 day notice upon Tenant specifying the nature of said default and upon the expiration of said 15 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 15 day period, and if Tenant shall not have diligently commenced curing such default within such 15 day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, then Owner may

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.

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, and/or (c) Tenant or the legal representative 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 month 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, attorneys' 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. Owner, in putting the demised premises in good order or preparing the same for re-letting may, at Owner's option, make such alterations, repairs, replacements, and/or decorations in the demised premises as Owner, in Owner's sole judgement, considers advisable and necessary for the purpose of re-letting the demised premises, and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability. 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 rent collected over the sums payable by Tenant to Owner hereunder. In the event of a breach or threatened breach by Tenant or 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 thereunder, and if Owner, in connection therewith 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 actions or proceeding, such sums so paid or obligations incurred with interest and costs 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 therefor, and 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.

No Representations by Owner: 20. 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 premises except as herein expressly set forth and no rights, easements or benefits 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" 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 time such possession was 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, or supplement the above terms of this lease.

20. Any agreement in writing and signed by one party against whom enforcement of the change, modification, discharge or abandonment is sought.

End of Term: 21. 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 excepted, and Tenant shall remove all its property. 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: 22. 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 33 hereof and to the ground leases, underlying leases and mortgages hereinbefore mentioned.

Fallure to Give Possession: 23. 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 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 for any other reason, Tenant 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 the inability to obtain possession) until after Owner shall have given Tenant written notice that the premises are 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 lease, except as to the covenant to pay rent. The 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. **Landlord is this day giving Tenant possession of premises even though commencement date is April 1, 1993.**

No Waiver: 24. 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. No act or thing done by Owner or Owner's agents during the term hereby demised shall be deemed in 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 shall have 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: 25. 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.

* provided done uniformly throughout City
** for residential tenants

Inability to Perform: 26. This lease and the obligation of Tenant to pay rent hereunder and perform all of 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, government preemption in connection with a National Emergency or by reason of any rule, order or regulation of any department or subdivi-

supply and demand which have been or are affected by war or other emergency, or when, in the judgement of Owner, temporary interruption of such services is necessary by reason of accident, mechanical breakdown, or to make repairs, alterations or improvements.

Bills and Notices: 27. 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 building of which the demised premises form a part or at the last known residence address or business address of Tenant or left at any of the aforesaid premises addressed to Tenant, and the time of the rendition of such bill or statement and of 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 sent 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: 28. If Tenant requires, uses or consumes water for any purpose in addition to ordinary lavatory purposes (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. Tenant agrees to pay for water consumed, as shown on said meter as and when bills are rendered. Tenant covenants and agrees to pay 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. The bill rendered by Owner shall be payable by Tenant as additional rent. If the building or the demised premises or any part thereof be supplied with water through a meter through which water is also supplied to other premises Tenant shall pay to Owner as additional rent, on the first day of each month, \$5.00 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: 29. Anything else in this lease to the contrary notwithstanding, if the New York Board of Fire Underwriters or the Insurance Services Office or any bureau, department or official of the federal, state or city government require or recommend 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 system installations, changes, modifications, alterations, additional 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. Tenant shall pay to Owner as additional rent the sum of \$100.00 on the first day of each month during the term of this lease, as Tenant's portion of the contract price for sprinkler supervisory service.

Heat, Cleaning: 30. As long as Tenant is not in default under any of the covenants of this lease Owner shall, if and insofar as existing facilities permit furnish heat 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 Saturdays from 1:00 p.m. to 4:00 p.m. Tenant shall at Tenant's expense, keep demised premises clean and in order, to the satisfaction of Owner, and if demised premises are situated on the street floor, Tenant shall, at Tenant's own expense, make all repairs and replacements to the sidewalks and curbs adjacent thereto, and keep said sidewalks and curbs free from snow, ice, dirt and rubbish. 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 times as Owner may elect and shall be due and payable when

Space to be filled in or deleted.