

This lease (the "Lease") is made and entered into the date set forth below by and between CROSS BRONX PLAZA, LLC, herein called "Landlord," and 961 Food Corp, a New York corporation, herein called "Tenant".

In consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Landlord and Tenant, intending to be legally bound hereby, agree with each other as follows:

## ARTICLE I: BASIC LEASE PROVISIONS AND DEFINITIONS

### Section 1.01. Basic Lease Provisions and Definitions.

Wherever used in this Lease, the following terms shall have the meanings indicated. Each reference in this Lease to any of the Basic Lease Provisions in this Section 1.01 shall be deemed and construed to incorporate all of the terms provided under such Basic Lease Provision, provided that the Basic Lease Provisions shall be controlled by the specific terms and provisions of this Lease relating to the subject matter of the Basic Lease Provision.

Effective Date: June 8<sup>th</sup>, 2015

#### Shopping Center and Demised Premises:

Shopping Center or Center: Cross Bronx Plaza Shopping Center

Address: [REDACTED] at 174th Street, Bronx, New York

Demised Premises or Premises (See Section 2.01): That certain space consisting of approximately 2,723 square feet, approximately as shown on Exhibit A attached hereto and made a part hereof.

#### Landlord and Tenant:

Landlord's Address for Notices  
and  
for Rent Payments:

Cross Bronx Plaza, LLC  
c/o AAC Management Corp.  
150 East 58th Street, 39th Floor  
New York, New York 10155

Tenant's Name and Billing  
[REDACTED] (s)

Tenant's Notice Address: To the Premises

*PARGET* With Copy To:  
[REDACTED] Singh  
11 Allen Street  
New Hyde Park, New York 11040

- Trade Name (See Section 5.01): Burger King. Tenant warrants and represents that Tenant has the legal right to use the trade name Burger King.

Permitted Use (See Section 5.01): Tenant shall use and operate the Demised Premises for operation of a typical Burger King fast food restaurant and for no other purpose.

In no event shall Tenant offer any other merchandise or services in conflict with any restrictive covenants or use provisions set forth in any other tenant leases or operating agreements in the Shopping Center.

Landlord agrees that after the Effective Date, Landlord shall not lease space to a tenant in the Shopping Center to operate a competing hamburger-based fast food restaurant concept whose primary use is the sale of hamburgers. The restriction specified in the preceding sentence shall not apply to any tenants occupying space with a lease in the Shopping Center prior to the Effective Date. In the event