

## **RECITALS:**

**WHEREAS**, the Manager is a limited liability company duly formed pursuant to the laws of the State of New York;

WHEREAS, the Manager is the managing member for Brooklyn Acquisition Holding LLC (the "Owner") who is the Owner of a restaurant called he will, located at lawyckoff Avenue, Brooklyn, New York (the "Restaurant");

WHEREAS, DLC is in the business of managing bars and restaurants throughout New York City; and

WHEREAS, the Manager desires to retain DLC for the purposes of managing the day-to-day operations of the Restaurant, and DLC desires to be so retained, on the terms and conditions which are set forth herein.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants and promises which are set forth herein, the Parties hereby agree as follows:

## 1. RETENTION OF DLC

The Manager hereby engages DLC and DLC agrees to operate and manage the Restaurant under the name <u>headlf</u> for the account of, and on behalf of, the Owner and the Manager in accordance with the terms of this Agreement.

## 2. TERM

This Agreement shall remain in effect for a period of Five (5) Years commencing on the date hereof and shall automatically renew after each such Five Year Period for consecutive Five (5) Year terms unless either Party terminates the Agreement on or before the 60<sup>th</sup> Day of the last year of a Term. This Agreement may also terminate as further provided herein (the "Term").

## 3. DUTIES OF DLC and MANAGER

3.1 Duties and Responsibilities. Subject to the provisions of this Agreement, DLC shall have decision-making authority in the day-to-day operation, direction, management and supervision of the Restaurant. DLC's authority and obligations shall include: