

LEASE (this "Lease"), dated as of May 23, 2019, between **3 BROADWAY, LLC**, a Delaware limited liability company, having an office at 25 West 39<sup>th</sup> Street, 2<sup>nd</sup> Floor, New York, New York 10018 ("Landlord") and **GODIVA CHOCOLATIER INC.**, a New Jersey corporation, having a mailing address at 333 West 34<sup>th</sup> Street, 6<sup>th</sup> Floor, New York, New York 10001 ("Tenant").

**W I T N E S S E T H :**

WHEREAS, Landlord is the owner of the building (the "Building") known as **3 Broadway**, New York, New York; and

WHEREAS, Tenant is desirous of leasing a portion of the ground floor and lower level within the Building, and Landlord is willing to lease that space to Tenant, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, Landlord and Tenant agree as follows:

**ARTICLE OF DEFINITIONS**

**Definitions. As used herein:**

"Act" shall have the meaning set forth in Section 29.1.

"Additional Rent" shall have the meaning set forth in Section 2.1(B)

"Alterations" shall have the meaning set forth in Section 23.1(A).

"Bankruptcy Code" shall have the meaning set forth in Section 15.2(A).

"Base Tax Year" shall mean the twelve (12)-month period from July 1, 2019 through June 30, 2020.

"Building" shall have the meaning set forth in the Preamble.

"Cancellation Acceptance" shall have the meaning set forth in Section 5.7.

"Change Orders" shall have the meaning set forth in Section 1.4.

"Change Order Fees" shall have the meaning set forth in Section 1.4.

"Commencement Date" shall have the meaning set forth in Section 1.4.

"Competing Business" shall have the meaning set forth in Section 5.8.

"Condominium" shall have the meaning set forth in Section 29.1.

"Condominium Documents" shall have the meaning set forth in Section 29.1.