INDEX NO.

INDENTURE OF LEASE (this "Lease") made as of this day of November, 2015, by and between STER STREET ASSOCIATES, L.L.C., a New York limited liability company having an office c/o Schur Management Company, Ltd., 2432 Grand Concourse, Bronx, New York 10458 (hereinafter referred to as "Landlord"), and T BAKER LIMITED, a New York corporation having an office at The Small Ugly Brown Building, 413 Talmage Road, Suite D, Ukiah, California 95482, Attention: Shelley Taglio (hereinafter referred to as "Tenant").

WITNESSETH:

ARTICLE 1

BASIC LEASE PROVISIONS; DEMISE OF PREMISES

Section 1.01. For the purposes of this Lease (including all of the schedules, riders and exhibits, if any, annexed to this Lease), the terms set forth below shall have the definitions which immediately follow such terms, and such definitions are hereby incorporated into this Lease wherever used:

Base Tax Amount – The "Base Tax Amount" shall mean the amount of Taxes with respect to calendar year 2016. The Base Tax amount shall be determined by averaging the Taxes with respect to (i) the fiscal year commencing July 1, 2015, and ending June 30, 2016, and (ii) the fiscal year commencing July 1, 2016, and ending June 30, 2017. By way of example only, if the Taxes for the 2015/2016 fiscal year were \$100,0000, and the Taxes for the 2016/2017 fiscal year were \$120,000, the Base Tax Amount would be equal to \$110,000.

Commencement Date - The "Commencement Date" shall mean the date set forth in Subsection 2.01A below.

Demised Premises - The "<u>Demised Premises</u>" shall mean that portion of the ground floor and cellar level of the Building shown on the plan annexed hereto as Exhibit "A" and made a part hereof.

Designated Broker - The "Designated Broker" shall mean Sinvin Real Estate, and Cushman & Wakefield, collectively.

Expiration Date - The "Expiration Date" shall mean the date set forth in Subsection 2.01B below.

Fixed Rent - The "Fixed Rent" shall be:

- (i) During the period beginning on the Commencement Date and continuing through and including the day immediately preceding the first (1st) anniversary of the Commencement Date, One Million Seven Hundred Twenty Five Thousand and 00/100 Dollars (\$1,725,000.00) per annum, to be paid by Tenant in equal monthly installments of \$143,750.00 each;
- (ii) During the period beginning on the first (1st) anniversary of the Commencement Date and continuing through and including the day immediately preceding the second (2nd) anniversary of the Commencement Date, One Million Seven Hundred Seventy-Six Thousand Seven Hundred Fifty and 00/100 Dollars (\$1,776,750.00) per annum, to be paid by Tenant in equal monthly installments of \$148,062.50 each;
- (iii) During the period beginning on the second (2nd) anniversary of the Commencement Date and continuing through and including the day immediately preceding the third (3rd) anniversary of the Commencement Date, One Million Eight Hundred Thirty Thousand Fifty-Two and 50/100 Dollars (\$1,830,052.50) per annum, to be paid by Tenant in equal monthly installments of \$152,504.38 each;
- (iv) During the period beginning on the third (3rd) anniversary of the Commencement Date and continuing through and including the day immediately preceding the fourth (4th) anniversary of the Commencement Date, One Million Eight Hundred Eighty-Four Thousand Nine Hundred Fifty-Four and 08/100 Dollars (\$1,884,954.08) annum, to be paid by Tenant in equal monthly installments of \$157,079.51 each;
- (v) During the period beginning on the fourth (4th) anniversary of the Commencement Date and continuing through and including the day immediately preceding the fifth (5th) anniversary of the Commencement Date, One Million Nine Hundred Forty-One Thousand Five Hundred Two and 70/100 Dollars (\$1,941,502.70) per annum, to be paid by Tenant in equal monthly installments of \$161,791.89 each;