

SA A JH [Signature]**PURCHASE AGREEMENT**

This Purchase Agreement (the "Agreement") is entered into on this 15 day of July, 2018 (the "Effective Date") by and between [REDACTED] GROUP LLC ("344 LLC" or "Seller"), a New York limited liability company with its principal offices at 344 Third Avenue, New York, New York 10010, JEFFREY HARDOON an individual residing at 70 Barrett Road, Lawrence, New York 11559 ("Jeff") and SION ALAYEV, an individual residing at 155 East 23rd Street, Apartment 404, New York, New York 10010 ("Sion" or "Buyer"). 344 LLC, Jeff and Sion are collectively referred to as the "Parties".

WHEREAS, Jeffrey Hardoon ("Jeff") is the sole member of 344 LLC; and

WHEREAS, 344 LLC, owns and operates a restaurant and bar, known as the Promenade Bar and Grill (the "Restaurant"), located at 344 Third Avenue, New York, New York 10010 (the "Location"); and

WHEREAS, 344 LLC, rents the Location under the terms of a certain lease (the "Lease") between 344 LLC and Manhattan Promenade LLC (the "Landlord") and;

WHEREAS, Seller holds certain licenses and permits, including a liquor license from the New York State Liquor Authority ("SLA") to operate the Restaurant; and

WHEREAS, Seller desires to sell, and Buyer desires to buy, substantially all of the assets of Seller subject to and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, and in consideration of the recitals, the mutual covenants and agreements hereafter described and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. **Sale and Purchase.**

1.1. **Purchased Assets.** Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, all rights, title and interest in and to all assets that are owned by or under the control of Seller (collectively, the "Purchased Assets"), including but not limited to:

- (i) all tangible personal property located at the Location;
- (ii) subject to any required consents, all of Seller's rights in and under all contracts and agreements relating primarily to the Restaurant;
- (iii) goodwill associated with the Restaurant, all value of the Restaurant as a going concern;
- (iv) proprietary items including, but not limited to, menus, promotional items and literature, telephone and fax numbers, assumed names, fictitious names, domain names, web