NYSCEF DOC. NO. 5

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AMENDED AND RESTATED HOTEL FACILITIES LEASE (the "Lease"), made as of the 31 day of July, 2018, by and between Acquisition LLC (as successor-in interest Avenue Realty LLC), a Delaware limited liability company, as landlord ("Lessor"), and R r Hotels LIC Inc (as successor-in-interest to Zee Hotel Group LLC), a

Florida corporation, as tenant ("Lessee").

WHEREAS, Realty LLC, as landlord, and tenant, entered into that certain Hotel Facilities Lease, as of September 1, 2011 (the "Original Lease");

WITNESSETH

WHEREAS, pursuant to that certain Assignment and Assumption of Lease, dated as of or around the date hereof, Group LLC assigned 100% of its leasehold interest in the Original Lease to Lessee;

WHEREAS, in conjunction with the sale of the real property located at Avenue, Long Island City, New York (the "Property") and the buildings now existing thereon (the "Building"), Realty LLC assigned its interest in the Original Lease to Lessor pursuant to that certain Assignment and Assumption of Lease, dated as of or around the date hereof:

WHEREAS, the parties hereto desire to amend and restate the Original Lease to set forth the terms, covenants, conditions and provisions upon and pursuant to which, Lessor shall continue to lease the Premises (as hereinafter defined) to Lessee.

NOW, THEREFORE, in consideration of the covenants herein contained, and upon the terms and conditions hereinafter set forth, and subject to the operation and effect of any and all instruments and matters of record relating to the Premises (as hereinafter defined), Lessor and Lessee hereby covenant and agree as follows:

- 1. **DESCRIPTION**. Lessor hereby leases to Lessee, and Lessee hereby hires from Lessor, the entire Building, excluding the former garage space and a portion of the exterior façade of the Building, as more particularly described on Exhibit A annexed hereto (the "Leased Premises"), together with all of the improvements, fixtures and equipment which are or shall become attached to the leased premises (referred to in this lease, collectively, as the "Premises").
- **TERM**. This Lease shall remain in effect and terminate on March 31, 2028 (the 2. "Expiration Date") (or until sooner terminated as herein provided) which period shall hereinafter be referred to as the "Term").