MASTER LEASE AGREEMENT

THIS MASTER LEASE AGREEMENT (this "Lease") is made as of the 23rd day of March, 2012, by and between 1000 LLC, a Delaware limited liability company having offices at 150 Myrtle Avenue, Suite 2, Brooklyn, New York 11201 (the "Landlord"), and LLC, a Delaware limited liability company, having an address of 408 Grand Avenue, Brooklyn, New York 11238 (the "Tenant").

1. Demised Premises.

- (a) Landlord hereby leases to Tenant and Tenant hereby rents from Landlord, subject to the terms, covenants, conditions and provisions of this Lease, those certain premises commonly known as the space within the building owned by Landlord and situated at 897/917 Bergen Street, (Block 1142, Lot 71) Brooklyn, New York, and consisting of approximately 9,400 square feet of space (the "Demised Premises"), all as shown on Schedule A attached hereto. The Demised Premises are a part of a mixed use project developed and owned by Landlord and located at Block 1142, Lots 18, 24 and 71) (the "Building").
- (b) Nothing herein contained shall be construed as a letting by Landlord to Tenant of (1) the outer faces of exterior walls of the Building, or (2) the land below, or air rights above, the Demised Premises. All space in or adjacent to the Demised Premises used for common areas, shafts, stacks, pipes, conduits, fan rooms, electric or other utilities or building equipment, sinks or other Building facilities, and the use thereof, as well as access thereto through the Demised Premises, for the purposes of operation, maintenance, decoration and repair, are reserved to Landlord, but nothing in such reservation obligates Landlord to operate, maintain, decorate or repair such facilities except as provided herein. Notwithstanding anything to the contrary contained in this clause (b): (1) Tenant is granted a license to affix, paint or otherwise apply art, decoration, branding and advertisement to the outer faces of the exterior walls of the Demised Premises subject to Landlord's consent which shall not be unreasonably withheld, conditioned or delayed; and (2) except in the event of an emergency, Landlord's access through the Demised Premises is subject to Landlord's giving Tenant reasonable prior notice requesting access including the date for such access and an indication of the purpose for such access, and such access not unreasonably interfering with Tenant's conduct of Tenant's business.
- (c) Landlord hereby reserves the right to install, maintain, use, repair and replace pipes, cables, duct work, conduits, utility lines and wires through hung ceiling space, exterior perimeter walls, and column space and adjacent to and in demising partitions and columns, in or beneath the floor slab or above or below the Demised Premises, whether serving the Demised Premises or other parts of the Building; provided, however, that in doing so, Landlord shall not interfere unreasonably with or interrupt unreasonably the business operations of Tenant within the Demised Premises. Except in the event of an emergency, Landlord's access to the Demised Premises for such purposes is subject to Landlord's giving Tenant reasonable prior notice requesting access including the date or dates for such access and an indication of the purpose for such access. Any installation within the Demised Premises made by Landlord shall be subject to Tenant's prior written consent which shall not be unreasonably withheld, conditioned or delayed. Landlord shall promptly repair any damaged suffered in connection with Landlord's access to or