INDEX NO.

NYSCEF DOC. NO. 24

## FORM OF STORE LEASE

ASSOCIATES LLC, having an office at c/o Sutton Management Corp., 291 Broadway, 19th Floor, New York, New York 10007

party of the first part, hereinafter referred to as LANDLORD, and

RESTAURANT LLC, having an office at 200

Church Street, New York, New York, 10013 party of the second part, hereinafter referred to as TENANT,

Witnesseth: Landlord hereby leases to Tenant and Tenant hereby hires from Landlord a portion of the ground floor, a portion of the mezzanine and portion of basement directly thereunder as presently demised (formerly occupied by Kidsville) and an additional portion of the basement all as more particularly shown on Exhibit A annexed hereto and made a part hereof (hereinafter sometimes collectively referred to as "Premises, "premises", "Demised Premises", or "demised premises") located on the Northwest corner of Duane Street in the building known as 200 Church Street, in the Borough of Manhattan, City and State of New York (hereinafter sometimes referred to as "Building" or "building"), for a term of twelve and one-half (12½) Lease Years (as hereinafter defined), or until such term shall sooner cease and expire as hereinafter provided, to commence on the Commencement Date (as hereinafter defined), both dates inclusive,

at a base annual rental rate as set forth in Article 41 of the rider annexed hereto and made a part hereof ("Rider")

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Landlord or such other place as Landlord may designate, without any setoff or deduction whatsoever, except that Tenant shall pay the first monthly installment(s) on the execution hereof (unless this lease be a renewal).

In the event that, at the commencement of the Term (as hereinafter defined), or thereafter, Tenant shall be in default in the payment of rent to Landlord pursuant to the terms of another lease with Landlord or with Landlord's predecessor in interest, Landlord may at Landlord's option and without notice to Tenant add the amount of such arrears to any monthly installment of rent payable hereunder and the same shall be payable to Landlord as additional rent.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representative, successors and assigns, hereby covenant as follows:

Rent:

I. Tenant shall pay the rent as above and as hereinafter provided.

Occupancy:

2. Tenant shall use and occupy the premises as a first-class, high quality restaurant

and for no other purpose (the "Permitted Use"). Tenant shall at all times conduct Tenant's business in a first-class, high grade and reputable manner, shall not violate Article 37 hereof, and shall keep show windows and signs in a neat and clean condition.

## Alterations:

3. Tenant shall make no changes in or to the premises of any nature without Landlord's prior written consent. Subject to the prior written consent of Landlord, and to the provisions of this lease, Tenant, at Tenant's sole cost and expense, may make alterations, installations, additions or improvements in or to the interior of the premises which are nonstructural and which do not affect utility services or plumbing and electrical lines, by using contractors or mechanics first approved in each instance by Landlord. Tenant shall, before making any alterations, additions, installations or improvements, at Tenant's sole cost and expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof, and shall deliver promptly duplicates of all such permits, approvals and certificates to Landlord, and Tenant agrees to carry, and shall cause Tenant's contractors and sub-contractors to carry, such worker's compensation, general liability, personal and property damage insurance as Landlord may require. If any mechanic's lien is filed against the premises or the building for work claimed to have been done for, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within thirty (30) days thereafter, at Tenant's sole cost and expense, by payment or filing a bond as permitted by law. All fixtures and all paneling, partitions, railings and like installations, installed in the premises at any time, either by Tenant or by Landlord on Tenant's behalf, shall, upon installation, become the property of Landlord and shall remain upon and be surrendered with the premises unless Landlord, by notice to Tenant given no later than twenty (20) days prior to the date fixed as the termination of this lease, elects to relinquish Landlord's rights thereto and to have them removed by Tenant, in which event, the same shall be removed from the premises by Tenant prior to the expiration of the lease, at Tenant's sole cost and expense. Nothing in this article shall be construed to give Landlord title to, or to prevent Tenant's removal of, trade fixtures, moveable office furniture and

equipment, but upon removal of same from the premises or upon removal of other installations as may be required by Landlord, Tenant shall immediately, at Tenant's sole cost and expense, repair and restore the premises to the condition existing prior to any such installations, and repair any damage to the premises or the building due to such removal. All property permitted or required to be removed by Tenant at the end of the term remaining in the premises after the expiration or sooner termination of this lease shall be deemed abandoned and may, at the election of Landlord, either be retained as Landlord's property or be removed from the premises by Landlord at Tenant's sole cost and expense.

## Repairs:

4. Landlord shall maintain and repair the public portions of the building, both exterior and interior, except that if Landlord allows Tenant to erect on the outside of the building a sign or signs, or a hoist, lift or sidewalk elevator for the exclusive use of Tenant, Tenant shall maintain such exterior installations in good appearance, shall cause the same to be operated in a good and workmanlike manner, shall make all repairs thereto necessary to keep same in good order and condition, at Tenant's sole cost and expense, and shall cause the same to be covered by the insurance provided for hereafter in Article 8. Tenant shall, throughout the term of the lease, take good care of the premises and the fixtures and appurtenances therein, and the sidewalks adjacent thereto and, at Tenant's sole cost and expense, make all non-structural repairs thereto as and when needed to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from the elements, fire or other casualty, excepted. If the premises be or become infested with vermin, Tenant shall, at Tenant's sole cost and expense, cause the same to be exterminated from time to time to the satisfaction of Landlord. Except as specifically provided in Article 9 or elsewhere in this lease (including Article 102 hereof), there shall be no allowance to Tenant for the diminution of rental value and no