

AGREEMENT OF LEASE ("Lease") dated as of December 22, 2016 "Effective Date") by and between [REDACTED]s [REDACTED]ent and Realty, LLC, a New York limited liability company having offices at 345 West 35th Street, New York, New York 10001 ("Landlord") and 3rd Restaurant Group, LLC, a New York limited liability company, having an office at 345 West 35th Street, New York, NY 10001 ("Tenant").

WITNESSETH:

ARTICLE 1

LEASE OF PREMISES, TERM OF LEASE

Section 1.01. For and in consideration of the rents to be paid and the covenants and agreements herein contained, Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, subject to all of the terms, conditions and covenants herein contained, the Premises (hereinafter defined).

Section 1.02. The term of this Lease (the "Term") shall commence on the date Tenant is issued a liquor license by the New York State Liquor Authority (the "Commencement Date") and shall expire on the last day of the month which is the last day of the tenth Lease Year (hereinafter defined) following the Commencement Date, subject to Tenant's right to extend the Term of the Lease pursuant to Article 27, (the "Expiration Date"). "Lease Year" shall mean each twelve (12) consecutive calendar month period during the Term, with the first Lease Year commencing with Commencement Date and each Lease Year thereafter commencing on each succeeding anniversary of the Commencement Date. If the Commencement Date is other than the first day of a calendar month, the first Lease Year shall include the period from the Commencement Date through the end of the month in which the Commencement Date occurs.