

**CONSENT TO ASSIGNMENT OF LEASE**

CONSENT TO ASSIGNMENT OF LEASE (this "**Consent Agreement**") made as of the 3rd day of May, 2017, by and among **37A BEDFORD LLC**, a New York limited liability company having an address at 176 West Houston Street, Ground Floor Right, New York, New York 10014 ("**Landlord**"), **FOOD AND FUN, LLC**, a New York limited liability company having an address at 167 West 81st Street, LL2, New York, NY 10024 ("**Assignor**"), **ANDRE NEYREY** ("**Current Principal**"), **JUICE & JAVA NYC, LLC**, a Florida limited liability company, having an address at 4027 94<sup>th</sup> Trail, Sunny Isles, Florida 33160 ("**Assignee**"), and **MICHAEL LUSTIGMAN, ALEXANDER SVERDLOV and SHAWN LUSTIGMAN**, individuals (collectively, "**New Principals**").

**WITNESSETH:**

WHEREAS, by lease dated May 14, 2015 (the "**Lease**") by and between Landlord, as landlord, and Assignor, as tenant, Assignor leases from Landlord certain premises commonly known as space on the ground floor and basement in the building known as 64 Carmine Street, New York, New York 10014 ("**Premises**"); and

WHEREAS, the Current Principal is a guarantor of the Lease pursuant to that certain Limited Personal Guaranty dated May 14, 2015 (the "**Guaranty**"); and

WHEREAS, on the date hereof, Assignor is assigning to Assignee the Lease pursuant to that certain Assignment of Lease dated as of the date hereof ("**Assignment of Lease**") pursuant to which, among other things, Assignee will become the tenant under the Lease.

WHEREAS, the parties have requested that Landlord consent to the assignment of lease; and

WHEREAS, the Landlord has agreed to consent to the assignment of the Lease subject to Assignor, Assignee, Current Principal and New Principals complying with all of the terms and conditions of this Agreement.

NOW, THEREFORE, it is hereby mutually agreed by and among the parties that the Consent to the assignment shall be effective as set forth below and shall be subject to the following terms and conditions as hereinafter set forth:

1. Capitalized terms used herein but not separately defined in this Consent Agreement shall have their respective meanings used in the Lease. For purposes of this Agreement, the "**Effective Date**" shall mean the date on which (i) Assignor, Assignee, Current Principal and New Principals have complied with all of the terms and conditions of this Agreement, including, but not limited to, the payment of all amounts due hereunder to Landlord or its attorneys, and (ii) the Assignment of Lease is fully executed and delivered to Landlord.

2. Effective as of the Effective Date, Assignor hereby assigns and transfers all of Assignor's right, title and interest in and to the Lease, including the \$123,600.00 Security Deposit (the "**Existing Security Deposit**"), which Existing Security Deposit shall continue to be held by Landlord pursuant to the terms of the Lease and Paragraph 9 below. Assignee, for itself and its successors and assigns, hereby assumes and agrees to perform and be bound by all of the covenants, agreements, provisions, conditions and obligations of the "**Tenant**" under the Lease and this