

EXECUTION COPY

AGREEMENT OF LEASE (this "**Lease**"), made as of the 5th day of December, 2018, between 416 [REDACTED] Owner, [REDACTED] C ("**Landlord**"), a New York limited liability company, having an address at 560 5th Avenue, New York, NY 10036 and 416 [REDACTED] 8th Avenue BBQ, LLC ("**Tenant**"), a New York limited liability company, having an address at 416 8th Avenue, New York, New York 10001.

WITNESSETH:

ARTICLE I
PREMISES AND TERM OF LEASE

A. Landlord, for and in consideration of the rentals to be paid and all of the terms, covenants and agreements hereinafter set forth to be kept, observed and performed by Tenant, does hereby demise and lease to Tenant, and Tenant does hereby hire and take from Landlord, the real property (the "**Land**") situate, lying and being in the City of New York, County of New York and State of New York, being known as Block [REDACTED], [REDACTED] St [REDACTED], and by the street address of [REDACTED] 6 [REDACTED] Avenue, New York, New York 10001, and more particularly bounded and described in Exhibit "A" attached hereto, together with the existing building and other furnishings and improvements located thereon, and all replacements or additions thereto (collectively, the "**Building**"), but excluding all so-called air rights and development rights appurtenant to or running with the Land (the Land and Building, subject to the foregoing exclusion, are sometimes hereinafter collectively referred to as the "**Premises**"); SUBJECT TO the estates, interests, liens, charges, other matters or things of record or otherwise affecting the Premises, and to all violations, encumbrances and conditions of title now affecting the Premises, and the rights and reservations in favor of Landlord, and the conditions to commencement of Term, as set forth in this Lease; TO HAVE AND TO HOLD the Premises unto Tenant and its permitted successors and/or assigns for a term ("**Term**") commencing on the date hereof (the "**Lease Commencement Date**") and expiring on April 30, 2026, (the "**Expiration Date**"), both dates inclusive, unless this Lease shall sooner terminate or cease and expire as hereinafter provided.

B. (1) (a) As of the date hereof, Tenant's affiliate, [REDACTED] 8th Avenue BBQ, LLC ("**Tenant's Affiliate**"), is and has been a holdover occupant ("**Post-Expiration Occupancy**") of the Premises pursuant to (i) a certain Amended and Restated Stipulation of Settlement (the "**Stipulation**"), dated May 9, 2016, entered into between Landlord and Tenant's Affiliate in the proceeding entitled [REDACTED] 6 [REDACTED] Owner, LLC v. 8th Avenue BBQ, LLC, L&T Index No. [REDACTED]/12 [REDACTED] NYC Civ. Ct. NY County) (the "**Holdover Proceeding**"), and (ii) an Amended, Extended and Restated Continued Occupancy Agreement between the same parties, dated as of April 30, 2014 (as amended, the "**Continued Occupancy Agreement**"). The Stipulation, Continued Occupancy Agreement and related documents, including without limitation the May 16, 2007 Guaranty of Lease by the principals of Tenant's Affiliates, James Goldman and Josh Lebowitz (the "**Existing Guaranty**"), are sometimes hereafter referred to as the "**Existing Occupancy Documents**").

(b) Simultaneously upon the execution and delivery of this Lease, and effective as of the date hereof, Tenant shall cause Tenant's Affiliate to execute (and cause execution by its counsel) and deliver to Landlord a (i) Surrender Agreement and General Release, in the form annexed as Exhibit "B" hereto whereby, *inter alia*, the Post-Expiration Occupancy shall be terminated and Tenant's Affiliate shall vacate and surrender the Premises to Landlord, (ii) Stipulation of Discontinuance in the Holdover