

LEASE

AGREEMENT OF LEASE (the "Lease"), dated as of August 19, 2016, between 33 [REDACTED]TH [REDACTED]AIL OWNER LLC, a Delaware limited liability company, having an address c/o Midtown Equities LLC, 141 Fifth Avenue, 2nd Floor, New York, NY 10010 ("Landlord"), and DEAN & DELUCA INC., a Delaware limited liability company, having an address at 2402 East 37th Street North, Wichita, Kansas 67219 ("Tenant").

1. THE PREMISES AND LEASE TERM

In consideration of the Rent hereinafter reserved and the terms, covenants and conditions set forth in this Lease to be observed and performed by Tenant, Landlord hereby demises and leases to Tenant, and Tenant hereby rents and hires from Landlord a portion of the ground floor and lower level in that certain building ("Building") located at 29-35 Ninth Avenue, New York, New York (referred to herein as the "Premises"), the Premises being depicted on the building plans attached hereto and made a part hereof as Exhibit A. Landlord does not represent the actual square footage of the Premises.

TO HAVE AND TO HOLD the Premises unto Tenant, and the permitted successors and assigns of Tenant, upon and subject to all of the terms, covenants and conditions herein contained.

A. The term of this Lease (the "Term" or "Lease Term") shall commence upon the "Commencement Date" and expire (the "Expiration Date") on the last day of the tenth (10th) Lease Year or such earlier or later date on which the Term shall end pursuant to this Lease or pursuant to law.

B. The "Rent Commencement Date" shall be the day that is one hundred fifty (150) days after the Commencement Date.

C. The "Commencement Date" shall mean the date Landlord delivers vacant possession of the Premises to Tenant.

D. Promptly following the Commencement Date, the parties hereto shall enter into a supplemental certificate fixing the actual Commencement Date, the Rent Commencement Date, and all other pertinent terms set forth in this Lease in the form which is annexed hereto as Exhibit B, but the failure of the parties to sign such certificate shall not affect the Commencement Date or Rent Commencement Date.

E. Upon the Commencement Date, Landlord shall deliver exclusive possession of the Premises to the Tenant, free and clear of all tenants and parties in possession, without any representation or warranty of Landlord whatsoever (except as expressly provided herein), without any obligation on the part of Landlord to do any act or work as a pre-condition to Tenant's obligation to accept delivery of the Premises.

F. (i) Tenant shall have the option of extending the Lease for one additional term (the "Renewal Term") of five (5) years, commencing on the day following the expiration of the initial Term and ending on the day preceding the fifth (5th) anniversary thereof, on the same terms and conditions as provided in this Lease, except that (i) Fixed Rent for the Renewal Term shall be