

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "Sublease Agreement") is made and executed on this 17 day of July 2018, by and between **APOGEE EVENTS, INC.**, a New York corporation with an address at 205 Hudson Street, New York, New York 10013 (hereinafter referred to as "Sublessor"), and **CHEFSCAPE NYC, LLC**, a Delaware limited liability company with an address of 205 Hudson Street, New York, New York 10013 (hereinafter referred to as "Sublessee").

WITNESSETH:

WHEREAS, Sublessor is the lessee under that certain lease agreement dated April 15, 1998, as such lease has been amended by (a) a First Amendment of Lease, dated January 1, 2009, (b) a Second Amendment of Lease, dated January 1, 2010, (c) a Third Amendment of Lease, dated April 1, 2011 (the "Third Amendment"), and (d) a Fourth Amendment of Lease, dated April 29, 2015 (collectively, the "Proprietary Lease") with TRINITY HUDSON HOLDINGS, LLC, as successor-in-interest to The Rector, Church-Wardens and Vestrymen of Trinity Church in the City of New York (the "Landlord") relating to the following property:

A portion of the ground floor and the basement area of the premises known as 205 Hudson Street, New York, New York 10013, as more particularly described and shown on Exhibit "A" attached hereto in its "as is" condition existing on the date of this Sublease Agreement (but broom-clean and free and clear of all tenancies, sub-tenancies and occupancies), but with a demising wall installed by sublessor. (the "Subleased Premises");

WHEREAS, a true and correct copy of the Master Lease is attached to and made part of this Sublease Agreement as Exhibit "B";

WHEREAS, the Landlord has consented to Sublessor subleasing the Subleased Premises to Sublessee by executing a Consent to Sublease, a copy of which is attached hereto as Exhibit "C" (the "Landlord's Consent"); and

WHEREAS, Sublessor desires to sublease to Sublessee, and Sublessee desires to sublease from Sublessor the entire Subleased Premises.

NOW, THEREFORE, in consideration of the above recitals, the terms and covenants of this Sublease Agreement, and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Grant of Sublease.** Sublessor hereby subleases the Subleased Premises to Sublessee and Sublessee hereby subleases the Subleased Premises subject to the terms and conditions of this Sublease Agreement. For avoidance of doubt, it is acknowledged that the Subleased Premises are the same premises referred to as the New Space in the Third Amendment.
2. **Provisions Constituting Sublease.** This Sublease Agreement is expressly made subject to all of the terms and conditions of the Proprietary Lease, and the Sublessee agrees to use the

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Subleased Premises in accordance with the terms of the Proprietary Lease. Sublessee shall pay rent as set forth in Article 4 of this Sublease Agreement. Sublessee shall assume and perform all monetary and non-monetary obligations of Sublessor as lessee under the Proprietary Lease and shall have and enjoy all of Sublessor's rights under the Proprietary Lease as incorporated herein (other than the right to extend the term of this Sublease). Neither Sublessor nor Sublessee shall commit or permit to be committed on the Subleased Premises any act or omission that will violate any term or condition of the Proprietary Lease or this Sublease or breach the terms of the Proprietary Lease or this Sublease or cause the Proprietary Lease to be terminated. The Proprietary Lease is incorporated herein by reference, and the Sublessee does hereby agree to perform all of the conditions and covenants contained in the Proprietary Lease applicable to the Subleased Premises. Sublessor shall not amend the Proprietary Lease in any manner that materially affects the terms of this Sublease without Sublessee's prior written consent, and such consent will not be unreasonably withheld or delayed.

3. **Term and Possession.** The term of this Sublease Agreement shall commence on the date that is ten (10) business days after Sublessor's receipt of Landlord's Consent, and shall terminate on December 30, 2029 (the "Sublease Term"), and assuming that the Landlord's Consent is received during the month of July 2018, the term of this Sublease Agreement shall be for a period of eleven (11) years, five (5) (approximately) months. Sublessee shall be given possession of the Subleased Premises as of the date that is ten (10) business days after Sublessor's receipt of Landlord's Consent.

4. **Rent.** Sublessee shall pay to Sublessor the rent applicable to the Subleased Premises payable by Sublessor to the Landlord pursuant to the Proprietary Lease. The rent shall be payable monthly in advance on the first day of each month, but no later than the fourth day of the month. Subject to the provisions of Section 10 hereof, the first payment of monthly rent shall be due and owing to Sublessor on the later of (i) ~~October 1, 2018~~, and (ii) the first day of the month following the month in which the Landlord's executed consent is received (but if the Landlord's consent is received after ~~October 1, 2018~~ and on the first day of a month, such day shall be the day on which the first payment of monthly rent shall be due). The rent shall be adjusted for Sublessee's pro-rata share of and every item constituting additional rent (including but not limited to sprinkler maintenance, heat, and sewer and water rent costs), base rent adjustments or escalation in the Proprietary Lease, as applies to the Subleased Premises.

5. **Use.** The Subleased Premises shall be used by Sublessee for the operation of a membership-based shared commercial kitchen, event/market space and restaurant establishment. The Sublessee shall at all times keep the Subleased Premises, improvements and appurtenances thereto in a safe, clean and wholesome condition, and comply in all respects with all laws, ordinances and regulations of every lawful authority having jurisdiction of the Subleased Premises.

6. **Condition of the Subleased Premises.** Sublessee accepts the Subleased Premises in its condition as of the date of this Sublease Agreement, and, at the end of the term of this Sublease, shall deliver the Subleased Premises to Sublessor in the condition required under the Proprietary Lease, normal wear and tear excepted. Sublessee acknowledges and accepts the Subleased Premises "AS IS". Notwithstanding the foregoing, Sublessee shall have full authority and discretion to modify, remodel and renovate the Subleased Premises, as permitted by the

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Proprietary Lease and subject to prior approval by the Landlord as set forth in the Proprietary Lease, and Sublessor, which will not be unreasonably withheld or delayed.

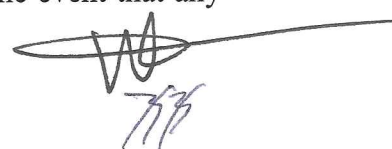
7. **Representations and Warranties.** Sublessee acknowledges that neither Landlord or Sublessor nor their agents have made any representations or warranties as to the suitability of the Subleased Premises for the conduct of Sublessee's business.

8. **Indemnification.** Sublessee agrees to defend, indemnify, and hold Sublessor harmless from and against any and all claims arising or alleged to arise as a result of any act or omission of Sublessee or the occupancy or use of the Subleased Premises, including common areas and other areas appurtenant to the Subleased Premises, by Sublessee, its employees, agents, contractors, or subcontractors, except to the extent of Sublessor's negligence or willful misconduct. Sublessor agrees to defend, indemnify, and hold Sublessee harmless from and against any and all claims arising or alleged to arise from any act or omission of Sublessor, its employees, agents, contractors, or subcontractors, except to the extent of Sublessee's negligence or willful misconduct.

9. **Insurance.** Sublessee shall acquire and keep in force such policy or policies of insurance as required in the Proprietary Lease and shall provide Sublessor and Landlord with certificates of insurance for same, which certificates shall provide, that in the event of any change or cancellation of the policy, advance notice shall be given to the Sublessor and Landlord. Upon Sublessee's failure to obtain or keep in force such policy or policies of insurance required by this Article 9, or to pay the premiums therefor, in addition to Sublessor's other rights hereunder, Sublessor shall have the right, but not the obligation to pay the premiums of such policy or policies of insurance and any and all sums so paid by the Sublessor shall be and become, and are declared to be, additional rent under this Sublease, due and payable, upon demand, by the Sublessee to the Sublessor. Certificates of renewal for each such policy shall be furnished to the Sublessor and Landlord at least thirty (30) days prior to the expiration of any prior policy. The Policy shall name Sublessor and the Landlord as additional insureds.

10. **Condition Precedent.** Sublessor has requested or will request the consent of the Landlord to this Sublease Agreement and the transactions contemplated in the Operating Agreement of the Sublessee. Notwithstanding anything to the contrary contained herein, if Landlord does not give its consent (including by email) within 180 days after the submission of request for such consent or if Landlord issues a refusal in response to such request for consent, then this Sublease Agreement shall automatically, and without additional action, terminate and be null and void ab initio, in which event all rights and obligations of Sublessee and Sublessor under this Sublease Agreement shall be canceled and terminated effective as of the earlier of the date (the "Termination Date") that is (i) ten (10) business days after the date that Sublessor receives a writing (including by email) from Landlord refusing to issue said consent, or (ii) the 181st day after such submission, as though such Termination Date were the date specified in the Sublease Agreement for the termination and expiration of the Subleased Premises and Sublessee shall have no right to holdover or otherwise claim any right of possession of the Subleased Premises for any reason.

11. **Effect of Partial Invalidity.** The invalidity of any part of this Sublease Agreement will not and shall not be deemed to affect the validity of any other part hereof. In the event that any

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provision of this Sublease Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

12. **Headings.** The titles to the Articles of this Sublease Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Sublease Agreement.

13. **Notices.** All notices, demands, or other writings which are to be given or made or sent pursuant to this Sublease Agreement by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed to the addresses of the parties first written above. The address to which any notice, demand, or other writing may be given or made or sent to any party as above-provided may be changed by written notice given by the party as above-provided.

14. **Governing Law.** It is agreed that this Sublease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New York.

15. **Entire Agreement; Non-Assignment.** This Sublease Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof. Any prior understanding or representation of any kind relating thereto preceding the date of this Sublease Agreement shall not be binding upon either party except to the extent incorporated in this Sublease Agreement. This Sublease Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns. This Sublease Agreement may not be assigned by the Sublessee without the prior written consent of the Sublessor.

16. **Modification.** Any modification of this Sublease Agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

17. **Counterparts.** This Sublease Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

18. **Landlord's Consent.** The Landlord, by its execution of this Sublease Agreement in the consent attached hereto as Exhibit C, hereby consents to all terms of this Sublease.

* * *

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date and year first written above.

SUBLESSOR:

APOGEE EVENTS, INC.

By: 

Name: William S Reilly

Title: VP

SUBLEESSEE:

CHEFSCAPE NYC, LLC

By: 

Name: Robert Batchelder

Title: CFO

EXHIBIT "A"
THE SUBLEASED PREMISES

EXHIBIT "B"
THE PROPRIETARY LEASE

EXHIBIT "C"
LANDLORD'S CONSENT