

RETAIL LEASE

between

Skad Goshen, LLC

as Landlord

and

Beer World, Inc. d/b/a Beverage Plus, Inc.

as Tenant

dated as of

May 10, 2024

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RETAIL LEASE

This Lease (this "**Lease**"), dated as of the ____ day of May 2024 (the "**Effective Date**"), is made by and between Skad Goshen, LLC a New York Limited Liability Company having an address at 151 Greenwich Avenue, Goshen, NY 10924 ("**Landlord**"), and Beer World, Inc. d/b/a Beverage Plus, a New York Corporation having an address at _____ ("**Tenant**"). Landlord and Tenant are also sometimes referred to herein, collectively, as the "**Parties**," or individually as a "**Party**."

1. Demise

1.1 Premises. In consideration of the payment of the Rent reserved, the mutual covenants, and each and every act to be performed by Landlord and Tenant under this Lease, Landlord hereby lets and demises to Tenant and Tenant hereby leases from Landlord for the Term (as defined below) and upon the terms and conditions set forth in this Lease the premises known as 151 Greenwich Ave, Goshen, NY 10924 (the "**Premises**"), which Premises contain the space of approximately 7,300 square feet of indoor space (the "**Shopping Center**").

1.2 Floor Area. As used in this Lease, "**Floor Area**" means all areas designated by the landlord for the exclusive use of a tenant, as measured from the exterior surface of exterior walls and from the center of interior demising walls, and includes restrooms, mezzanines, warehouse, or storage areas, clerical or office areas and employee areas and break rooms. Landlord and Tenant agree for all purposes hereunder that the Floor Area of the Premises is deemed to be 7,300 square feet. Landlord represents and warrants that the total Floor Area of the Shopping Center, by using the same method of calculating Floor Area that is used for the Premises, is _____ square feet.

1.3 Tenant's Share. The "**Tenant's Share**" shall equal 75%) which fraction equals the Floor Area of the Premises divided by the total Floor Area of the Shopping Center. Notwithstanding anything to the contrary herein, if at any time during the Term the Floor Area of the Premises and/or the Shopping Center increases or decreases due to an actual physical change in the Premises and/or the Shopping Center, and not due to the use of a different method of calculating Floor Area, Tenant's Share shall be recalculated to equal the actual Floor Area of the Premises divided by the actual total Floor Area of the Shopping Center.

1.4 Quiet Enjoyment. Upon payment by Tenant of all Rent and other charges and the performance of all the covenants, conditions, and provisions on Tenant's part to be observed and performed under this Lease, Tenant shall have quiet enjoyment of the Premises for the Term, subject to all terms of this Lease and the Permitted Exceptions (as defined in Section 19.3).

2. Term

2.1 Lease Term. The Term of this Lease ("**Term**") shall be the Ten years period that commences on the Commencement Date and expires on the Expiration Date.

2.2 Commencement Date. The "**Commencement Date**" shall be the date on which Landlord notifies Tenant that the Premises are in Deliverable Condition. "**Deliverable Condition**" means that: (a) the Premises are in a broom-clean condition, free and clear of all prior leases, tenants and/or occupants, and free and clear of all fixtures and other property, including exterior signs, of all prior tenants and/or occupants; (b) if applicable, Landlord has obtained all necessary consents required under any Permitted Exception; and (c) if applicable, Landlord has substantially completed Landlord's Work as described in Exhibit A. If for any reason Landlord is unable to deliver vacant possession of the Premises, this Lease shall not be void or voidable nor shall Landlord be liable to Tenant therefor, monetarily or otherwise, but the Commencement Date shall be delayed until the date on which Landlord delivers vacant possession of the Premises to Tenant with Landlord's Work, if any, substantially completed. This Section constitutes an express provision to the contrary pursuant to Section 223-a of the New York Real Property Law (or any similar Laws), which Landlord and Tenant agree is inapplicable to this Lease and Tenant hereby expressly waives any right to damages or to rescind this Lease which Tenant might otherwise have under any such Laws.

2.3 Rent Commencement Date. The "**Rent Commencement Date**" shall be June 1, 2024.

2.4 Lease Year. As used in this Lease, "**Lease Year**" shall mean: (a) for the initial Lease Year, the period that commences on the Commencement Date and that ends on the first anniversary of the Rent Commencement Date; and (b) thereafter, each Lease Year shall be a period of twelve calendar months that commences on the anniversary of the Rent Commencement Date and that ends on the day immediately preceding the next anniversary of the Rent Commencement Date.

2.5 Expiration Date. The "**Expiration Date**" shall be May 31, 2034. Landlord and Tenant shall each execute a memorandum, in form and substance reasonably acceptable to both Parties, confirming the Commencement Date, Rent Commencement Date and the Expiration Date once the same are known.

3. Rent Tenant hereby agrees to pay Fixed Rent, Percentage Rent, and Additional Rent (as such terms are defined below and collectively referred to herein as "**Rent**") for the right of use and occupancy of the Premises during the Term. All Rent payments to be made by Tenant to Landlord shall be made payable to Landlord and sent to Landlord at the place to which notices to Landlord are required to be sent, unless Landlord shall direct otherwise by notice to Tenant.

3.1 Fixed Rent.

(a) "**Fixed Rent**" for the Term shall be:

(i) Commencing on the Rent Commencement Date until the first anniversary of the Rent Commencement Date, Tenant shall pay Fixed Rent to Landlord at the rate of Seven Thousand (\$7,000.00) Dollars per month.

(ii) The rent shall increase three (3%) percent annually.

(b) All Fixed Rent shall be payable in monthly installments in advance, on the first (1st) day of each calendar month included within the term of this Lease. All rent and other payments to be made by Tenant to Landlord shall be made payable to Landlord and sent to Landlord at the place to which notices to Landlord are required to be sent, unless Landlord shall direct otherwise by notice to Tenant. Rent for any fraction of a month at the commencement or expiration of the term, or in which the rate thereof changes pursuant hereto, shall be prorated on a *per diem* basis.

3.2 Intentionally Omitted.

3.3 Tax Payments.

(a) Commencing on the Rent Commencement Date, and thereafter during each Lease Year throughout the Term, Tenant shall pay to Landlord Tenant's Share of the Real Estate Taxes assessed against the Shopping Center. As used herein, the term "**Real Estate Taxes**" shall mean all taxes, assessments and special assessments, general or special, ordinary or extraordinary, foreseen or unforeseen, of any kind or nature whatsoever, including without limitation, municipal, school, county, open space taxes and business improvement and special improvement district assessments, levied, assessed, or imposed at any time by any governmental authority (each an "**Authority**") upon or against the Real Property and/or any part thereof, and any rights or interests appurtenant thereto (hereinafter collectively referred to as the "**Taxable Property**"). Should any alteration or improvement performed by or for Tenant during the Term cause an increase in one or more Real Property Tax assessments, Tenant shall pay to Landlord the full cost of all Real Property Taxes resulting from such increase in assessment. Any amount paid separately under this Lease by Tenant to Landlord shall be in addition to any amounts paid by Tenant pursuant to Section 3.3(b). If, due to a future change in the method of taxation or in the taxing authority, a franchise, license, income, transit, profit, or other tax, fee, or governmental imposition, however designated, shall be levied, assessed or imposed against Landlord, the Taxable Property (or any part thereof) or the rent or profit therefrom in lieu of, in addition to, or as a substitute for, all or any part of the Real Estate Taxes, then such franchise, license, income, transit, profit, or other tax, fee, or governmental imposition shall be deemed to be included within the definition of Real Estate Taxes for the purposes hereof. Real Estate Taxes shall be determined without reference to any abatement or exemption from or credit against Real Estate Taxes applicable to all or part of the Taxable Property. Notwithstanding the foregoing, Real Estate Taxes shall not include any general income tax, franchise tax, estate or gift tax that is of general application rather than imposed solely on owners of real property, or any mortgage, recording, stamp, or transfer taxes payable in connection with the mortgaging, encumbering, transfer, sale or lease of all or part of the Taxable Property or of any beneficial interest in Landlord, or any portion thereof or interest therein.]

(b) Tenant shall make payments with respect to Real Estate Taxes monthly in advance at the same time as the payment of the Fixed Rent. The monthly Real Estate Taxes payment shall be in an amount reasonably estimated by Landlord. The initial monthly Real Estate Taxes payment shall be _____ Dollars (\$_____) and

Tenant shall be given written notice of any change to this estimated payment amount. When the actual amount of the Real Estate Taxes for the Shopping Center for each Lease Year is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable Real Estate Taxes for that Lease Year. Tenant shall pay any additional monies due within ten (10) days after landlord notifies Tenant of a deficiency.

3.4 Operating Expense Payments.

(a) Commencing on the Rent Commencement Date, and thereafter during each Lease Year throughout the Term, Tenant shall pay to Landlord Tenant's Share of the Operating Expenses incurred in the operation of the Shopping Center for each Lease Year. "**Operating Expenses**" means all costs and expenses necessary to own, operate, and maintain the Shopping Center and all Common Areas (as defined in Section 6.1), including, but not limited to, utilities (including, without limitation, electric, gas, water, and sewer), insurance (including, without limitation, Landlord's insurance costs for fire and casualty, loss of rents, and liability insurance of the Shopping Center), costs otherwise payable by Landlord pursuant to any Permitted Exceptions, repairs, replacement costs (due to ordinary or extraordinary wear and tear or catastrophe), trash and snow/ice removal (including removal from parking areas, abutting roadways and walkways), landscaping and lawn maintenance, painting, sign installation, and maintenance, repair and replacement of utility systems, depreciation of machinery and equipment used in such repair and replacement, cost of all personnel to implement such services. Operating Expenses do not include maintenance of structural elements including foundations, walls, roof, and roof coverings of buildings in the Shopping Center, which shall be maintained at Landlord's expense. The foregoing list of items is provided for illustrative purposes only and shall not be deemed a full, complete, or exhaustive list of all possible Operating Expenses, provided that in no event shall Landlord recover any operating expense item more than once, nor shall any item that is recoverable under Section 3.3 also be recoverable under this Section 3.4.

(b) Tenant shall make payments with respect to Operating Expenses monthly in advance at the same time as the payment of the Fixed Rent. The monthly Operating Expenses payment shall be in an amount reasonably estimated by Landlord. The initial monthly Operating Expenses payment shall be _____ Dollars (\$_____) and Tenant shall be given written notice of any change to this estimated payment amount. When the actual amount of the Operating Expenses for the Shopping Center for a Lease Year is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable Operating Expenses for that Lease Year. Tenant shall pay any additional monies due within Ten (10) days after Landlord notifies Tenant of a deficiency.

(c) **Notwithstanding any of the above, Tenant shall only be liable for 50% of the Operating Expenses and 75% of all Insurance.**

3.5 Utilities. Tenant shall directly contract for the provision of, and shall pay (before delinquency) for, all water, gas, heat, light, power, telephone, telecommunications, and other utilities and services supplied to the Premises, together with any taxes thereon and hook-up or connection fees associated therewith. Without limiting the foregoing, all telecommunications services (voice, video, and data) desired by Tenant shall be obtained at Tenant's sole cost and risk from providers authorized by Landlord and the appropriate governmental Authorities to provide such services to the Premises. If any utility services are not separately metered to Tenant, Tenant shall pay a reasonable proportion to be determined by Landlord, of all charges jointly metered. **Notwithstanding any of the above, Tenant shall only be liable for 25% of the water bill**

3.6 Additional Rent. As used in this Lease, "**Additional Rent**" shall mean and be deemed to include all sums other than Fixed Rent or Percentage Rent payable by Tenant to Landlord under this Lease, including, without limitation, payments with respect to Real Estate Taxes, payments with respect to Operating Expenses, late fees, overtime, or excess service charges, damages, and interest and other costs related to Tenant's failure to perform any of its obligations under this Lease.

3.7 Late Fee. If Tenant fails to pay when due any installment of Rent, Tenant covenants and agrees to pay to Landlord a late payment fee in an amount equal to Ten (10%) percent of such installment, provided that no such late payment shall be due if payment of such installment of Rent is made by Tenant within Five (5) days after such payment is due]. In addition, all Rent payments due hereunder, upon becoming due under this Lease and remaining unpaid when due, shall bear interest until paid at the rate of Eighteen (18%) *per annum*.

4. Condition of the Premises

4.1 No Representations. Tenant acknowledges that: (a) neither Landlord nor Landlord's agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose; (b) except as expressly provided herein, neither Landlord nor its agents or employees have agreed to undertake any alterations or construct any improvements to the Premises; (c) Tenant has been advised to satisfy itself regarding the condition of the Premises including without limitation the heating, ventilation and air-conditioning ("**HVAC**") systems, electrical and fire sprinkler systems, and any structural or environmental matters and the present and future suitability of the Premises for Tenant's intended use; and (d) Tenant has been advised to satisfy itself regarding the Premises' compliance with the Americans with Disabilities Act and all other applicable requirements, including all municipal, county, state and federal laws, ordinances, rules and regulations, orders, permits and zoning, the requirements of any applicable fire insurance underwriter or rating bureau and any covenants, restrictions or other matters of record relating to the Tenant, the Premises, or the use thereof (collectively, "**Laws**"). Tenant further acknowledges, by taking possession of the Premises, that as of the Commencement Date: (e) Tenant has been given access to the Premises and has made such investigation as it deems necessary with reference to the matters set forth in this Section, is satisfied with reference thereto, and assumes all responsibility therefor as the same relate to Tenant's occupancy of

the Premises and/or the terms of this Lease; and (f) neither Landlord nor any of its agents or employees has made any oral or written representations or warranties regarding said matters or the condition of the Premises other than as expressly set forth in this Lease.

4.2 Tenant's Work. Tenant shall accept the Premises in Deliverable Condition. All finish work including installation of trade fixtures and furnishings, required from time to time to make the Premises suitable for Tenant's occupancy and operation of its business therein shall be referred to herein as "**Tenant's Work**." All of Tenant's Work shall be completed by Tenant at its expense and in accordance with the Work Letter attached as Exhibit B. Before performing the Tenant's Work, Tenant shall obtain Landlord's written approval of Tenant's plans and specifications (including, without limitation, alterations, signs, colors, materials, and lighting for the Premises), deposit with Landlord certificates of insurance as required by this Lease and comply with other requirements which may be set forth herein or reasonably imposed by Landlord. Landlord shall use commercially reasonable efforts to approve or reject Tenant's plans and specifications within sixty (60) days of receipt. Landlord's review of Tenant's plans and specifications are solely for Landlord's convenience, and Landlord's approval of such plans and specifications shall not constitute evidence of compliance of such plans with any applicable local or state governmental code or regulation governing the same or the adequacy thereof for Tenant's proposed use of the Premises.

4.3 Tenant's Signs. Before opening its store, Tenant shall install a sign above the front entrance to the Premises. Tenant's signage shall at all times be consistent with the signage design criteria for the Shopping Center as the same may be amended from time to time, including the manner and method of attachment of the signage to the building. Landlord agrees to allow Tenant to install and maintain the maximum signage permitted under applicable Laws. All signs must comply with all Laws, including, but not limited to, any applicable city and county code requirements. Tenant shall be solely responsible for all costs associated with the manufacture, installation, and maintenance of the signs. At the expiration of this Lease, Tenant shall remove all signs, at its sole expense, and shall repair any damage resulting from the installation or removal of the signs.

5. Use

5.1 Permitted Use. Tenant shall operate its business within the Premises for the operation of Beer Store retail store that is open to the public under the trade name of Beverage Plus ("**Tenant's Trade Name**") and no other trade name/ such other trade name adopted by Tenant or its Affiliates], and for no other business or purpose without the prior written consent of Landlord (the "**Permitted Use**").

5.2 Prohibited Uses.

- (a) Tenant shall not use or permit the use of the Premises in a manner:
 - (i) That violates any Permitted Exception including, without limitation, the prohibited uses described in Exhibit C;
 - (ii) That violates any of the exclusive rights described on Exhibit D;

(iii) That is unlawful (including, without limitation, any manner that is lawful under New York law but unlawful under federal law);

(iv) That creates damage, waste, or a nuisance;

(v) That emits any objectionable odors, sounds or vibrations, or allows any pests, insects, or vermin; or

(vi) That overloads the floors or impairs the structural soundness of the Premises.

(b) Tenant shall not conduct, nor permit to be conducted, any auction, fire sale, bankruptcy sale, going out of business, or similar sale on the Premises without Landlord's prior written consent. Landlord shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

5.3 Tenant Operation. Subject to Force Majeure Events, Tenant shall use commercially reasonable efforts to complete Tenant's Work and open for business to the public for the Permitted Use not later than the Rent Commencement Date. Thereafter, Tenant covenants and agrees to operate its business on the Premises diligently and continuously throughout the Term at all times and on all days that the Shopping Center is open. Tenant will operate its business on the Premises in a first-class and reputable manner. Tenant shall keep the Premises well lighted and in a safe, neat, and clean condition throughout the Term. Tenant agrees to take such actions as may be necessary or as Landlord may require to prevent or remedy any nuisance to or impact on the improvements related to the Permitted Use. Tenant shall not permit or suffer the Premises, or the walls or floors thereof, to be endangered by overloading.

5.4 Rules and Regulations. Intentionally Omitted

6. Common Areas

6.1 Common Areas Defined. As used in this Lease, "**Common Area[s]**" means all improved and unimproved areas within the boundaries of the Shopping Center (including any off-site employee or overflow parking areas and any additional land acquired by Landlord) which are made available from time to time for the general use, convenience, and benefit of Landlord, tenants and other persons entitled to occupy any portion of the Shopping Center and/or their customers, patrons, employees, and invitees. Tenant and all persons having business with Tenant shall have the right, without charge, to use, in common with all other occupants of the Shopping Center and all persons having business with such other occupants, and no other persons, all Common Areas of the Shopping Center, for parking and access in connection with business in the Shopping Center, and for no other purpose.

6.2 Changes to Common Areas. Landlord reserves the right to any time and from time to time to make or permit changes to the Shopping Center, including increasing, reducing, or changing the number, type, side, location, elevation, nature, and use of any of the buildings or Common Areas, walkways, parking areas, driveways, or access ways. If the

Shopping Center shall be changed as aforesaid, Landlord shall not be subject to any liability to Tenant and Tenant shall not be entitled to any compensation, or diminution or abatement of rent, not shall such change, alteration, or diminution be deemed to be a constructive eviction or actual eviction.

7. Repairs and Maintenance

7.1 Landlord's Obligations. Subject to the remainder of this Section 7 and all provisions in this Lease relating to damage, destruction, or condemnation of the Premises and to Tenant's indemnification of Landlord, Landlord shall maintain, repair and keep in at least the same condition as of the Effective Date (ordinary wear and tear excepted) the foundation, the roof, any roof coverings, and exterior walls (excluding the interior and exterior finish surfaces of exterior walls, windows, window frames, and doors) of any building containing the Premises. If Landlord shall be called on to make any such repairs occasioned by the negligent act or omission of Tenant, its employees, agents, servants, customers, and other invitees, the entire cost of such repair shall be borne by Tenant. Except as provided above, it is intended by the Parties hereto that Landlord have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of Tenant. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises, and they expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Rent or damages, or be deemed an eviction of Tenant in whole or in part. The performance of Landlord's obligations hereunder shall be subject to delays attributable to force majeure as provided in Section 24.

7.2 Tenant's Obligations. Subject to provisions in this Lease relating to damage, destruction, or condemnation of the Premises, Tenant shall, at Tenant's sole expense, keep the Premises in good order, condition, and repair (whether or not the need for such repair occurs as a result of Tenant's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, heating, ventilating, air-conditioning, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, interior walls, the interior and exterior finish surface of exterior walls, ceilings, floors, windows, doors, plateglass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks, and parkways located in, on, or adjacent to the Premises. Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall include restorations, replacements, or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition, and state of repair. Tenant shall, during the Term of this Lease, keep the exterior appearance of the Premises in the same condition as on the Rent Commencement Date, including, when necessary, the exterior repair of the Premises. Tenant is responsible for removal of snow and ice from the sidewalks adjacent to the Premises.

7.3 HVAC. Tenant shall, at Tenant's sole cost and expense, procure and maintain a contract, with copies to Landlord, in customary form and substance, for and with a contractor specializing and experienced in the inspection, maintenance, and service of the HVAC (as defined in Section 4.1) system for the Premises. However, Landlord reserves the right, upon notice to Tenant, to procure and maintain the contract for the HVAC systems, and if Landlord so elects, Tenant shall reimburse Landlord, on demand, for the cost thereof as Additional Rent.

7.4 Landlord Remedy. In addition to other rights and remedies available to Landlord under this Lease, if Tenant fails to perform Tenant's obligations under this Article 7, Landlord may enter on the Premises after Ten (10) days' prior written notice to Tenant (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Tenant's behalf, and put the Premises in good order, condition, and repair, at Tenant's expense and Tenant shall reimburse Landlord, on demand, for the cost thereof as Additional Rent.

8. Security

8.1 Security Deposit. At the time of Tenant's execution of this Lease, Tenant shall deliver the sum of Fourteen Thousand Dollars (\$14,000.00) (the "**Security Deposit**") to Landlord as security for the full, faithful, and timely performance of each and every provision of this Lease to be performed by Tenant. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of Rent, Landlord may, in Landlord's discretion, use, apply, or retain all or any part of the Security Deposit for the payment of any Rent, or any other sum in default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used, applied, or retained, Tenant shall within Ten (10) days after written demand deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. The Security Deposit shall not be deemed a limitation on Landlord's damages or a payment of liquidated damages or a payment of the Rent due for the last month of the Term. Landlord may deliver the Security Deposit to the purchaser of the Premises if the Premises are sold, and after such time, Landlord will have no further liability to Tenant with respect to the Security Deposit.

8.2 Guaranty. At the time of Tenant's execution of this Lease, Tenant shall deliver to Landlord, concurrently with this Lease, a guaranty executed by Sharmisthaben Patel (the "**Guarantor**"), and properly acknowledged, in the form annexed hereto as Exhibit E]. Tenant represents and acknowledges that Guarantor is a principal of Tenant.

9. Laws

9.1 Tenant's Compliance. Tenant shall, at Tenant's expense, comply with all Laws (as defined in Section 4.1) relating to: (a) Tenant's occupancy of the Premises; (b) Tenant's

Work; (c) Tenant's property; or (d) the Premises. If, however, compliance requires structural work to the Premises, Tenant shall be required to effect such compliance, at Tenant's expense, only if the obligation to comply arises from Tenant's Work, Tenant's Property, Tenant's manner of using the Premises, or any acts or negligence of Tenant, its employees, contractors, agents, or invitees.

9.2 Tenant's Permits. Tenant shall, at its own cost and expense, secure and maintain throughout the Term, all necessary licenses and permits from such Authorities as shall be necessary for, or incidental to, the conduct of its business in the Premises and shall comply with all Laws relating to the operation of its business. Landlord does not covenant, warrant, or make any representation that any particular license or permit that may be required in connection with the operation of Tenant's business will be granted, or if granted, will be continued in effect or renewed, and any failure to obtain, maintain, or renew such license or permit, or its revocation after issuance, shall not affect Tenant's obligations under this Lease.

10. Hazardous Substances

10.1 Tenant Restrictions. Tenant shall not, and shall not permit any of its subtenants, employees, contractors, agents, or invitees, to introduce into the Premises or the Shopping Center, use in the Premises or the Shopping Center or cause to be released from the Premises or the Shopping Center any Hazardous Substances. Notwithstanding the preceding sentence, Tenant may use cleaning and office products in accordance with their customary use, provided that Tenant complies with all applicable Laws in connection therewith, and further provided that in no event may Tenant release or discharge such cleaning and/or office products into the plumbing, drainage, or sewer system in excessive amounts. If Tenant breaches its obligations hereunder, Tenant, at Tenant's expense, shall immediately take all remedial action necessary to clean up any release, spill, or discharge of Hazardous Substances. "**Hazardous Substances**" mean any flammable or otherwise hazardous material, any explosive and/or radioactive material, hazardous waste, hazardous or toxic substance or related material, asbestos and any material containing asbestos, petroleum and any petroleum derivative, pollutants, contaminants, and any other substance or material which is defined as, determined to be, or identified as, a hazardous or toxic material or substance under any applicable Laws.

10.2 Disposal. If Tenant shall be obligated to remediate any Hazardous Substances, it shall remove and dispose of any such Hazardous Substances in compliance with all applicable Laws. Tenant's remediation plan shall be subject to Landlord's approval and Tenant shall keep Landlord fully apprised of the progress of Tenant's remediation efforts.

10.3 Indemnity. Tenant shall indemnify, defend and hold harmless Landlord, its managing agent, its Superior Landlord (as defined in Section 19.1), if any, its Mortgagee (as defined in Section 19.1), if any, and their respective members, shareholders, partners, directors, managers, officers, employees, and agents, from and against all liabilities, damages, losses, fines, costs, and expenses (including reasonable attorneys' fees and disbursements) resulting or arising from, or incurred in connection with any violation by

Tenant of its obligations with respect to Hazardous Substances under this Lease or otherwise under any applicable Laws.

11. Insurance

11.1 Tenant's Insurance. Tenant, at Tenant's expense, shall at all times during the Term and at all times when Tenant is in possession of the Premises, maintain the following:

(a) Commercial general liability insurance (or successor form of insurance designated by Landlord) in respect of the Premises, on an occurrence basis, with a combined single limit (annually and per occurrence and location) of at least Two Million Dollars (\$2,000,000.00) naming as additional insureds Landlord and any other person designated by Landlord. Tenant's liability insurance policy shall include contractual liability, fire, and legal liability coverage. Landlord shall have the right at any time and from time to time, but not more frequently than once every year to require Tenant to increase the amount of the commercial general liability insurance required to be maintained by Tenant under this Lease provided the amount shall not exceed the amount then generally required of tenants entering into leases for similar permitted uses in similar buildings in the general vicinity of the Shopping Center;

(b) Property insurance in an amount equal to one hundred percent (100%) of full replacement value covering Tenant's Work (including improvements and betterments, whether or not the improvements and betterments are restored), Tenant's property and the property of third parties located in the Premises, against fire and other risks, including business interruption insurance covering a period of twelve (12) months;

(c) Workers' compensation and employer's liability insurance providing statutory benefits for Tenant's employees at the Premises;

(d) Such other insurance as Landlord may reasonably require/shall agree in writing with Tenant.

11.2 Certificates. Tenant shall deliver to Landlord and each additional insured certificates in form reasonably acceptable to Landlord evidencing the insurance required by this Lease to be maintained by Tenant before the Commencement Date (and with respect to any insurance required under Section 4, before the commencement of any Tenant's Work), and at least ten (10) days before the expiration of any such insurance, and on request, a copy of each insurance policy. All required insurance shall be primary and noncontributory (as shown on endorsement), issued by companies satisfactory to Landlord, and contain a provision whereby it cannot be canceled unless Landlord and any additional insureds are given at least ten (10) days' prior written notice of the cancellation. Tenant may carry any required insurance under a blanket policy if that policy complies with the requirements of this Lease and provides that Tenant's insurance for the Premises is on a "per location basis."

11.3 Premium Increases. Tenant shall not do or permit to be done any act which shall invalidate or be in conflict with Landlord's insurance policies or increase the rates of insurance applicable to the Shopping Center. If, as the result of a Default, Tenant's

occupancy of the Premises (whether or not such occupancy is a Permitted Use), and/or specific hazards attributable to Tenant's occupancy, the insurance rates for the Shopping Center increase, Tenant shall reimburse Landlord for one hundred percent (100%) percent of such increase in premium[s], within Ten (10) days after Tenant is billed therefor.

11.4 Release. Provided its right of full recovery under its insurance policy is not adversely affected, Landlord and Tenant each hereby releases the other (and the other's agents and employees) with respect to any claim (including a claim for negligence) it may have against the other for damage or loss covered by its property insurance (including business interruption and loss of rent). Landlord and Tenant shall, to the extent obtainable, each procure a clause in, or endorsement on, any property insurance carried by it, under which the insurance company waives its right of subrogation against the other party to this Lease and its agents and employees or consents to a waiver of the right of recovery against the other party to this Lease and its agents and employees. If an additional premium is required for the waiver or consent, the other party shall be advised of that amount and may, but is not obligated to, pay the same. If that party elects not to pay the additional premium, the waiver or consent shall not be required in favor of that party.

11.5 Subtenants. Any subtenant or other occupant of the Premises shall be obligated to comply with the provisions of this Article.

12. Casualty

12.1 Loss by Casualty. If the Premises are damaged by fire or other casualty, Landlord shall give Tenant a certification made by a competent architect, in good standing, as to the number of days from the occurrence of such casualty within which the Premises, with the exercise of reasonable diligence, can be made fit for occupancy (the "**Repair Period**"), and the election, if any, which Landlord has made according to this Section. Such notice will be given before the Ten (10) day after such casualty, and the date of such notice shall be referred to herein as the "**Notice Date**." If there is damage to the Premises as described in this Section 12, and if the Lease is not terminated as provided in this Section, then this Lease shall remain in full force and effect, and the parties waive any provisions of any law to the contrary.

12.2 Minor Casualty. If the Premises are damaged by fire or other insured casualty to the extent that the Repair Period does not exceed One Hundred Eighty (180) days, Landlord will diligently pursue the repair of damage to the Premises (excluding the Tenant's Work). In that event, this Lease shall continue in full force and effect, except that Fixed Rent shall be abated on a pro rata basis based on the portion of the Premises that Tenant cannot use during the Repair Period.

12.3 Major Casualty; End of Term. If: (a) the Premises are damaged by fire or other insured casualty to the extent that the Repair Period exceeds Three Hundred Sixty (360) days; or (b) the Premises are damaged to any extent by any casualty and, on the Notice Date, the remainder of the Term is less than Twenty Four months (and Tenant fails to exercise, within Thirty (30) days following the Notice Date, any remaining option to extend the Term), then Landlord may, at Landlord's option, diligently pursue the repair of damage to

the Premises (excluding the Tenant's Work). If Landlord elects to repair the damage during the Repair Period, Fixed Rent will be abated on a pro rata basis during the Repair Period, based on the portion of the Premises the Tenant cannot use during the Repair Period. If Landlord elects not to repair the damage during the Repair Period, this Lease will terminate effective on the date of termination set forth in the notice, and Fixed Rent will be abated on a pro rata basis based on the portion of the Premises Tenant cannot use during the period from the date of the casualty to the date of termination of the Lease.

12.4 Limitation. Notwithstanding any other provision of this Lease, if the proceeds of Landlord's insurance are insufficient to pay for the repair of any damage to the Premises, or if the casualty is of such a nature so as to not be insured under Landlord's insurance, then Landlord will have the option to repair such damage or cancel this Lease as of the date of such casualty by written notice to Tenant. If a fire or other casualty is the result of the willful misconduct, negligence, or failure to act of Tenant, its agents, contractors, employees, or invitees, there will be no abatement of Fixed Rent as otherwise provided for in this Section 12. Notwithstanding any provision of this Lease to the contrary, Landlord shall not be liable to Tenant for any damage or losses to the Tenant that are occasioned by the damage to or destruction of the Premises or by the repair or restoration of the Premises.

12.5 Tenant's Repair. If Landlord is obligated or elects to repair any damage to the Premises, Tenant shall promptly replace or fully repair all inventory, goods, exterior signs, trade fixtures, equipment, display cases, and Tenant's Work. Tenant shall continue the operation of its business in the Premises during the Repair Period to the extent reasonably practical from the standpoint of good business.

12.6 Express Agreement. This Article 12 constitutes an express agreement governing any damage to or destruction of the Premises or the Shopping Center by fire or other casualty, and Section 227 of the Real Property Law of the State of New York, and any other similar Laws shall have no application to a fire or other casualty.

13. Condemnation If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning Authority takes title or possession, whichever first occurs. Landlord may terminate this Lease as to the portion of the Premises not taken if Landlord determines, in its discretion, that the taking renders operation of the Premises uneconomical. If more than Twenty Five percent (25%) of any portion of the Shopping Center occupied by a building, or more than Twenty Five (25%) percent of the land area portion of the Shopping Center not occupied by a building, is taken by Condemnation, Tenant may, at Tenant's option, to be exercised in writing within thirty (30) days after the condemning Authority shall have taken possession, terminate this Lease as of the date the condemning Authority takes such possession. If neither Landlord nor Tenant terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Fixed Rent shall be reduced in proportion to the reduction in area of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages. All alterations made to the Premises by Tenant, for purposes of

Condemnation only, shall be considered the property of Tenant and Tenant shall be entitled to any and all compensation which is payable therefor.

14. Assignment and Subletting. Tenant shall not assign, mortgage, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises (collectively, an "**Assignment**") or sublet all or any part of the Premises or otherwise permit all or any part of the Premises to be occupied by any other Person (collectively, a "**Sublease**"), without Landlord's prior written consent which consent shall not be unreasonably withheld or delayed. It shall be reasonable for Landlord to withhold its consent to a proposed Assignment or Sublease if the proposed assignee or subtenant does not have: (a) a net worth equal to or greater than the net worth of Tenant as of the date of this Lease (Tenant must provide Landlord with evidence of such net worth simultaneously with its request regarding such proposed Assignment or Sublease); or (b) at least thirty (30) years of retailing experience (Tenant must provide Landlord with evidence of such experience simultaneously with its request regarding such proposed assignment or sublease). Any Assignment or Sublease shall not release Tenant from its obligations hereunder. Notwithstanding anything herein to the contrary, in lieu of consenting to any proposed Assignment or Sublease, Landlord may, by written notice to Tenant, elect to terminate this Lease and recapture the Premises as of a date specified in said written notice (the "**Recapture Date**"), and enter into a direct lease with the proposed assignee or subtenant, in which event this Lease and the Term shall come to an end on the Recapture Date with the same force and effect as if the Term were, by the terms hereof, fixed to expire on such date.

15. Default

15.1 Tenant Defaults. Each of the following is a material default (a "**Default**") by Tenant under this Lease:

(a) Tenant fails to pay when due any Rent and the failure continues for Five (5) days following Landlord's notice (which notice shall also be considered any demand required by any Laws). If, however, Landlord gives such a notice of failure to pay Rent twice (2) times in any twelve (12)-month period, any additional failure to pay any Rent when due within that twelve (12)-month period shall be considered a Default, without the requirement of any notice by Landlord.

(b) Tenant fails to comply with Section 3.2 in connection with reporting of gross sales.

(c) Tenant fails to comply with any other term of this Lease and the failure continues for Ten (10) days following Landlord's notice. If, however, compliance cannot, with diligence, reasonably be fully accomplished within that Thirty (30) day period, Tenant shall have an additional period not to exceed Ten (10) days to fully comply, provided Tenant notifies Landlord of its intention to comply (and specifying in reasonable detail the steps to be taken) and commences compliance within that Ten (10)-day period and thereafter pursues compliance to completion with diligence and provides Landlord with status updates on the progress at least every Five (5) days.

(d) A third party institutes against Tenant or Guarantor, if any, any legal action seeking any relief from its debts under any applicable bankruptcy or insolvency Laws which is not dismissed within Ten (10) days, or Tenant or Guarantor, if any, institutes any legal action seeking such relief, and/or a receiver, trustee, custodian, or other similar official is appointed for Tenant or Guarantor, if any, or for all or a substantial portion of its assets, or Tenant or Guarantor, if any, commits any other act indicating insolvency such as making an assignment for the benefit of its creditors.

(e) Except as otherwise expressly permitted under this Lease, Tenant fails to open for business and to continuously operate its business within the Premises or vacates or abandons the Premises before the Expiration Date.

(f) Guarantor, if any, shall be in breach of its obligations under its guaranty of Tenant's obligations under this Lease.

15.2 Landlord Cure Right. If a Default occurs, Landlord may, without releasing Tenant from any obligations under this Lease, make any payment or take any action as Landlord may deem necessary or desirable to cure any such Default in such manner and to such extent as Landlord may deem necessary or desirable, and Landlord may do so without demand on, or written notice to, Tenant and without giving Tenant an opportunity to cure such Default. Tenant covenants and agrees to pay to Landlord, within Ten (10) days after demand, all advances, costs, and expenses of Landlord in connection with the making of any such payment or the taking of any such action, including reasonable attorneys' fees, together with interest at the rate described in Section 3.7, from the date of payment of any such advances, costs, and expenses by Landlord.

15.3 Conditional Limitation. If a Default occurs, this Lease is subject to the conditional limitation that Landlord may, at any time during the continuance of the Default, give notice to Tenant that this Lease shall terminate on the date specified in that notice, which date shall not be less than Ten (10) days after Landlord gives such notice to Tenant. If Landlord gives such notice, this Lease and the Term shall expire and come to an end on the date set forth in the notice as if said date were the date originally fixed in this Lease as the Expiration Date and Tenant shall quit and surrender the Premises to Landlord but Tenant shall remain liable as provided in this Lease.

16. Landlord's Remedies

16.1 Right to Re-Enter. If this Lease is terminated pursuant to Section 15.3, Landlord's agents or employees may immediately or at any time thereafter re-enter the Premises and remove Tenant, its agents, employees, licenses, and any subtenants and other persons, firms, or corporations, and all or any of its or their property from the leased premises, either by summary dispossession proceedings or by any suitable action or proceedings at law or in equity, or by force, self-help, or otherwise, without being liable to indictment or prosecution of damages therefor, and repossess and enjoy the leased premises, together with all alterations, additions, and improvements to the leased premises.

16.2 Expenses. In case of any termination, re-entry, or dispossession by summary proceedings or otherwise, the rents and all other charges required to be paid up to the time of such termination, re-entry, or dispossession, shall be paid by Tenant, and Tenant also shall pay to Landlord all expenses which Landlord may then or thereafter incur for legal expenses, reasonable attorneys' fees, brokerage commissions, and all other costs paid or incurred by Landlord as the result of such termination, re-entry, or dispossession, for restoring the Premises to good order and condition, and for altering and otherwise preparing the Premises for reletting. Landlord may (but shall have no obligation), at any time and from time to time, relet the leased premises, in whole or in part, for any rental then obtainable either in its own name or as agent of Tenant, for a term that, at Landlord's option, may be for the remainder of the then current term of this Lease or for any longer or shorter period.

16.3 Damages. Tenant shall remain liable to Landlord for damages in an amount equal to the Rent and sums which would have been owing by Tenant hereunder for the balance of the Term had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Premises by Landlord after such termination, after deducting all Landlord's expenses in connection with such recovery of possession or reletting. Landlord shall be entitled to collect and receive such damages from Tenant on the days on which the Rent and amounts would have been payable if this Lease had not been terminated. Alternatively, at the option of Landlord, Landlord shall be entitled to recover forthwith from Tenant, as damages for loss of the bargain and not as a penalty, an aggregate sum which, at the time of such termination of this Lease, represents the present value of the excess, if any, of: (a) the aggregate of the Rent and other sums payable by Tenant hereunder that would have accrued for the balance of the Term; over (b) the amount, if any, of such Rent and other sums which Tenant establishes Landlord can reasonably expect to recover by reletting the Premises for the remainder of the Term, taking into consideration loss of Rent while finding a new tenant, tenant improvements and rent abatements necessary to secure a new tenant, leasing brokers' commissions, and other costs which Landlord might incur in leasing the Premises to a new tenant plus any other sum of money and damages owed by Tenant to Landlord for events or actions occurring before the date of termination.

16.4 Percentage Rent Damages. In computing the damages due under this Lease, the value of the percentage rent for any period after termination of this Lease or the termination of Tenant's right to possession shall be an amount per year equal to one-third of the total Percentage Rent payable by Tenant for the last three (3) Lease Years immediately preceding such termination, or if less than three (3) Lease Years shall have elapsed, such value shall be an amount per year equal to the average yearly percentage rent paid by Tenant.

16.5 Counterclaims; Waiver of Jury Trial. In the event that Landlord commences any proceedings for the recovery of possession of the Premises or to recover for nonpayment of Rent, Percentage Rent, or Additional Rent, Tenant shall not interpose any noncompulsory counterclaim in any such proceeding. This may not, however, be construed as a waiver of Tenant's rights to assert such claim in any separate action or actions initiated by Tenant. LANDLORD AND TENANT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN THE EVENT OF ANY PROCEEDINGS.

16.6 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

16.7 Exhaustion of Remedies. Upon any Default, Landlord may proceed directly against Tenant or any other party guaranteeing or responsible for the performance or Tenant's obligations under this Lease, including any assignee or subtenant, without first exhausting Landlord's remedies against any other person or entity responsible therefor to Landlord, or any security held by Landlord.

16.8 Consent to Jurisdiction. All legal actions relating to this Lease shall be adjudicated in the courts of the State of New York having jurisdiction in the county in which the Premises are located. Tenant irrevocably consents to the personal and subject matter jurisdiction of those courts in any legal action relating to this Lease or any guaranty of Tenant's obligations under this Lease, and Tenant shall not assert, by way of motion, as a defense or otherwise, any objection to any such court being the venue of such legal action or claim that such venue is an inconvenient forum for Tenant or any principal of Tenant.

16.9 Attorneys' Fees. If Landlord brings an action or proceeding involving the Premises to enforce the Terms hereof or to declare rights hereunder, then Landlord shall be entitled to reasonable attorneys' fees, if it is the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Landlord shall be entitled to attorneys' fees, costs, and expenses incurred in the preparation and service of notices of default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such default.

17. Access Landlord and Landlord's employees, agents, contractors, and other authorized representatives shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times upon not less than twenty four (24) hours prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, or making such alterations, repairs, improvements or additions to the Premises as Landlord may deem necessary, or performing any obligation of Landlord under this Lease. All such activities shall be without abatement of Rent. Landlord shall not place a "For Sale" or "For Lease" sign on the Premises, if Tenant is conducting business on the Premises and is not in Default under the Lease. For purposes of this Section 17, Tenant shall be deemed to be conducting business on the Premises during times of remodeling or other periods of less than three (3) days during which the Premises are not open for business to the public. Notwithstanding the foregoing, Landlord may at any time place on the Shopping Center any ordinary "For Sale" signs and Landlord may during the last One Hundred Eight (180) months of the Term hereof place on the Premises (but not in any show windows) any ordinary "For Lease" signs.

18. Brokers Tenant and Landlord each represent and warrant to the other that it has had no dealings with any person, firm, broker, or finder (the "**Broker**") in connection with this Lease that is entitled to any commission or finder's fee in connection herewith. Tenant and Landlord do each hereby agree to indemnify, protect, defend, and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder, or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, and attorneys' fees reasonably incurred with respect thereto. This Section shall survive the expiration or sooner termination of this Lease.

19. Subordination

19.1 Tenant Subordination. This Lease, and the rights of Tenant under this Lease, are subject and subordinate in all respects to all present and future underlying leases of the Shopping Center, including all modifications, extensions, and replacements thereof ("**Superior Leases**") and all present and future mortgages on any Superior Lease or on the Shopping Center including all increases, renewals, modifications, extensions, supplements, consolidations, and replacements thereof ("**Mortgages**"), and all advances under any Mortgage. This Section is self-operative and no further instrument of subordination is required. Tenant shall, within Ten (10) days following receipt of Landlord's request, sign, acknowledge and deliver any instrument that Landlord, any landlord under a Superior Lease ("**Superior Landlord**") or any mortgagee under a Mortgage ("**Mortgagee**") may request to evidence such subordination.

19.2 Tenant Attornment. If any Mortgagee or any Superior Landlord or any successor or assignee thereof or any purchaser at a foreclosure sale or by deed in lieu of foreclosure succeeds to the rights of Landlord under this Lease, then upon their request, Tenant shall attorn to such Mortgagee, Superior Landlord, successor, assignee, or purchaser as Tenant's landlord under this Lease. Tenant shall, within Ten (10) days following request by such Mortgagee, Superior Landlord, successor, or assignee, sign, acknowledge, and deliver any instrument that such Mortgagee, Superior Landlord, successor, assignee, or purchaser requests to evidence the attornment. If any Mortgagee or Superior Landlord requires any modifications of this Lease, then, provided such modifications do not materially adversely affect Tenant, Tenant shall, within Ten (10) days following Tenant's receipt of a request, sign, acknowledge, and deliver to Landlord a lease amendment prepared by Landlord that shall make the required modifications.

19.3 Permitted Exceptions. This Lease and all of Tenant's rights hereunder are subject to all the matters, restrictions, and encumbrances of record (whether now existing or hereafter arising) (collectively, the "**Permitted Exceptions**"). Landlord reserves to itself the right, from time to time, to grant, without the consent or joinder of Tenant, such easements, rights, and dedications as Landlord deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps, and restrictions do not unreasonably interfere with the use or occupancy of the Premises by Tenant]. When granted or recorded, such easements, rights, dedications, maps, and restrictions will be additional Permitted Exceptions. Tenant agrees to sign any documents reasonably requested by Landlord to effectuate any such easements, rights, dedications, maps, or restrictions. Tenant shall have no right to seek damages or to cancel or terminate this Lease, and the

rights and obligations of Landlord and Tenant hereunder otherwise shall not be affected, because of any rights, changes, or other matters allowed or set forth in the Permitted Exceptions.

20. Estoppel Certificates Tenant shall, at any time and from time to time, within Ten (10) days following its receipt of a request from Landlord, sign, acknowledge, and deliver to Landlord or any other person designated by Landlord a certification: (a) that this Lease is in full force and effect and has not been modified (or, if modified, setting forth all modifications); (b) stating the date to which the Rent has been paid; (c) stating whether or not, to its actual knowledge, the other party is in default of its obligations under this Lease and if so, describing the default, including any event that has occurred which, with the serving of notice or the passage of time, or both, would give rise to a default; and (d) stating to its actual knowledge, any other factual matters reasonably requested by the other party or any person designated by the other party. Any certification delivered under this Section may be relied on by the third party for whom the certification is requested but shall not, as between Landlord and Tenant, affect their respective rights.

21. End of Term

21.1 Condition of Premises. Upon the expiration or sooner termination of this Lease, Tenant shall restore the Premises to their original condition as of the Commencement Date of this Lease, reasonable wear and tear excepted. Reasonable wear and tear shall not include any damage or deterioration that would have been prevented by good maintenance practice or by Tenant performing all of its obligations under this Lease. All damage caused by Tenant shall be repaired and the Premises restored such that on or before the last day of the Lease, the Premises shall be delivered up broom swept free of Tenant's product, furniture, and equipment in good and rentable condition with all restoration work completed, and any excess materials and construction equipment used in the restoration process removed from the Premises. Tenant's obligation hereunder shall survive the expiration or sooner termination of the Lease.

21.2 Holdover. If the Premises are not vacated and surrendered in accordance with this Lease (whether by Tenant or any occupant related to Tenant), on the date required by this Lease, Tenant shall indemnify and hold harmless Landlord against all losses, costs, liabilities, claims, damages and expenses incurred by Landlord in connection therewith, including reasonable attorneys' fees and disbursements whether in an action by or against Tenant or a third party, and including claims and liabilities of Landlord made by any succeeding tenant[s] or other third party. In addition, Tenant shall be liable to Landlord for *per diem* use and occupancy in respect of the Premises at a rate equal to Two Hundred percent (200%) the Fixed Rent, Percentage Rent and Additional Rent payable under this Lease for the last year of the Term (which Landlord and Tenant agree is a fair and reasonable sum under such circumstances and is not a penalty). In no event, however, shall this Section be construed as permitting Tenant (and all other occupants) to remain in possession of the Premises after the Expiration Date.

22. Notices All notices required or permitted by this Lease shall be in writing, may be delivered by hand delivery/regular mail/registered mail/certified mail, return receipt

requested/overnight delivery/facsimile/ electronically, and shall be deemed sufficiently given if served in a manner specified in this Section.

22.1 Addresses. Notices to Landlord shall be sent to:

SKAD Goshen LLC

151 Greenwich Avenue

Goshen, NY 10924

[Facsimile number: [FACSIMILE NUMBER]]

[Email: [EMAIL ADDRESS]]

Attn: Harshad Patel

Notices to Tenant shall be sent to:

Beer World, Inc. d/b/a Beverage Plus, Inc.

[STREET ADDRESS]

[CITY], [STATE] [ZIP CODE]

[Facsimile number: [FACSIMILE NUMBER]]

[Email: [EMAIL ADDRESS]]

[Attn: NAME, TITLE]

22.2 Change of Address. Either Party may by written notice to the other specify a different address for notice , except that upon Tenant's taking possession of the Premises, the Premises shall constitute Tenant's address for notice]. A copy of all notices to Landlord shall be concurrently transmitted to such party or parties at such addresses as Landlord may from time to time hereafter designate in writing.

22.3 Date Given. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. Notices sent by regular mail shall be deemed given Three (3) days after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by U.S. Express Mail or a nationally recognized overnight courier (including FedEx, DHL, UPS, and Airborne) that guarantee next-day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the Postal Service or such courier. Notices transmitted by facsimile transmission, electronic mail or similar means shall be deemed delivered upon confirmation of receipt, provided a copy is also delivered via delivery or mail. If notice is received on a nonbusiness day, it shall be deemed received on the next business day.

23. Waiver No waiver by Landlord of the violation of any term, covenant, or condition hereof by Tenant, shall be deemed a waiver of any other term, covenant, or condition hereof, or of any subsequent violation by Tenant of the same or of any other term, covenant, or condition hereof. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to, or approval of, any subsequent or similar act by Tenant, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. The acceptance of Rent by Landlord shall not be a waiver of any such violation or any Default by Tenant. Any payment by Tenant may be accepted by Landlord on account of moneys or damages due Landlord, notwithstanding any qualifying statements or conditions made by Tenant in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Landlord at or before the time of deposit of such payment. No payment by Tenant, nor receipt by Landlord, of a lesser amount than the Rent herein stipulated shall be deemed to be other than on an account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord shall accept such check for payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy available to Landlord.

24. Force Majeure

24.1 Definition. As used in this Lease, a "**Force Majeure Event**" means any of the following events: (a) acts of God; (b) floods, fires, earthquakes, explosions, or other natural disasters; (c) war, invasions, hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest; (d) governmental authority, proclamations, orders, laws, actions, or requests; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) epidemics, pandemics, or other national or regional public health emergencies; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) shortages of supplies, adequate power, or transportation facilities; and (i) other similar events beyond the reasonable control of the parties.

24.2 Excused Obligations. Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Lease, for any failure or delay in fulfilling or performing any obligation under this Lease (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by a Force Majeure Event. The failure or inability of either party to perform its obligations in this Lease due to a Force Majeure Event shall be excused for the duration of the Force Majeure Event and extended for a period equivalent to the period of such delay, but not in excess of Ten (10) days in the aggregate. Nothing contained in this Section shall excuse either party from paying in a timely fashion any payments due under the terms of this Lease or extend the term of this Lease.

24.3 Notice. Either party (the "**Force Majeure Noticing Party**") shall give the other party notice within Five (5) days of the commencement of the Force Majeure Event, explaining the nature or cause of the delay and stating the period of time the delay is expected to continue. The Force Majeure Noticing Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The

Force Majeure Noticing Party shall resume the performance of its obligations as soon as reasonably practicable after the Force Majeure Event ends.

25. Tenant Indemnity Tenant shall indemnify, protect, defend, and hold harmless the Premises, Landlord and its members, managers, employees, agents, contractors, partners, and Lenders from and against any and all claims, actions, demands, suits, proceedings, orders, losses (including loss of rents), damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses, and/or liabilities (collectively, "**Claims**") arising out of, involving, or in connection with: (a) the use and/or occupancy of the Premises by Tenant; (b) the conduct of Tenant's business on the Premises; (c) any act, omission, fault, or neglect on or about the Premises of Tenant, its agents, employees, contractors, subtenants, licensees, visitors, or invitees; or (d) any violation of any terms hereof by Tenant, except to the extent such Claim is the result of Landlord's gross negligence or willful misconduct. If any action or proceeding is brought against Landlord by reason of any of the foregoing matters, Tenant shall upon notice defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord and Landlord shall reasonably cooperate with Tenant in such defense. Landlord need not have first paid any such claim in order to be defended or indemnified. This Section shall survive the expiration or sooner termination of this Lease.

26. Waiver of Liability Except as expressly provided to the contrary in this Lease, Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives all claims for, damage to property sustained by Tenant, employees, agents, or contractors, or any other person claiming through Tenant, resulting from any accident in or upon the Premises or the Shopping Center of which they shall be a part, including, but not limited to, claims for damage resulting from: (a) any equipment or appurtenances becoming out of repair; (b) Landlord's failure to keep the Shopping Center or the Premises in repair; (c) injury done or occasioned by wind, water, or other act of God; (d) any defect in, or failure of, plumbing, heating, or air-conditioning equipment, electric wiring, or installation thereof, gas, water and steam pipes, stair, porches, railings, or walks; (e) broken glass; (f) the backing-up of any sewer pipe or downspout; (g) the bursting, leaking, or running of any tank, tub, sink, sprinkler system, water closet, water pipe, drain, or any other pipe or tank in, upon, or about the Shopping Center or Premises; (h) the escape of steam or hot water; (i) water, snow, or ice being upon, or coming through the roof, skylights, doors, stairs, walks, or any other place upon, or near the Shopping Center, or the Premises, or otherwise; (j) the falling of any fixtures, plaster, or stucco; (k) fire or other casualty; (l) any act, omission, or negligence of other tenants, or of other persons or occupants of the Shopping Center, or of adjoining or contiguous buildings, or of adjacent or contiguous property. Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any tenant or other occupant of the Shopping Center or the Premises, or by any owner or occupant of adjoining or contiguous property. Landlord shall not be liable for any injury or damage to person or property resulting in whole or in part from the criminal activities of others. To the extent not covered by normal fire and extended coverage insurance, Tenant agrees to pay for all damage to the Shopping Center and the Premises caused by Tenant, or any of its employees, agents, or contractors.

27. Miscellaneous

27.1 No Oral Amendment. This Lease may not be changed or terminated, in whole or in part, except in a writing signed by Landlord and Tenant.

27.2 Execution. Notwithstanding any provision of this Lease, or any Laws, to the contrary, or the execution of this Lease by Tenant, this Lease shall not bind or benefit Landlord or Tenant, unless and until this Lease is signed and delivered by both Landlord and Tenant.

27.3 No Surrender. No act or omission of Landlord or Tenant, or their respective employees, agents, or contractors, including the delivery or acceptance of keys, shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless it is in a writing signed by Landlord.

27.4 Captions. The captions in this Lease are for reference only and do not define the scope of this Lease or the intent of any term. All Section references in this Lease shall, unless the context otherwise specifically requires, be deemed references to the Sections of this Lease.

27.5 Severability. If any provision of this Lease, or the application thereof to any person or circumstance, is invalid or unenforceable, then in each such event the remainder of this Lease or the application of such provision to any other person or any other circumstance (other than those as to which it is invalid or unenforceable) shall not be affected, and each provision hereof shall remain valid and enforceable to the fullest extent permitted by all applicable Laws.

27.6 No Presumption. There shall be no presumption against Landlord because Landlord drafted this Lease or for any other reason.

27.7 Joint and Several Liability. If Tenant is comprised of two or more persons, the liability of those persons under this Lease shall be joint and several.

27.8 Construction. Wherever appropriate in this Lease, words of any gender used in this Lease shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context otherwise requires.

27.9 Confidentiality. Each party agrees to keep the terms of this Lease confidential and shall not disclose same to any other person not a party hereto without the prior written consent of the other, provided that either party may disclose the terms hereof to such accountants, attorneys, managing employees, and others in privity with any such party to the extent reasonably necessary for either party's business purposes.

27.10 No Recording. Tenant shall not record this Lease or any memorandum of this Lease.

27.11 Governing Law. This Lease shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the Effective Date.

Landlord:

SKAD Goshen, LLC

a New York Limited Liability Company

By: 

Name: Harshad Patel

Title:

Tenant:

Beer World, Inc.

a New York Corporation

By: 

Name: Sharmishthaben j patel

Title:

Exhibit A

Landlord's Work

None.

Exhibit B

Tenant's Work

None.

Exhibit C

Exceptions

None.

Exhibit D

Exclusive Uses

None.

Exhibit E

Guaranty

In consideration for, and as an inducement to Landlord to enter into the lease to which this guaranty is annexed (the "Lease"), the undersigned (collectively, "Guarantors") hereby absolutely and unconditionally guaranty to Landlord (i) the prompt payment by Tenant of the Base Rent, additional rent and other sums of money which at any time shall become due and payable under the Lease; and (ii) the due and prompt performance of all of the terms, agreements and covenants of the Lease. The amounts due hereunder shall be due and payable in one (1) payment on an accelerated basis notwithstanding that the Base Rent and other rent accrues in monthly installments. This is a continuing guaranty and shall remain in full force and effect until all obligations of Tenant under the Lease, including any extensions thereof, shall have been fully satisfied.

Upon any default by Tenant under the Lease, Landlord may, at its option, proceed directly and at once, without notice, against Guarantors to collect and recover the full amount of the liability of Guarantors hereunder or any portion thereof, without proceeding first against Tenant and without resorting to any property Landlord may be holding as security for Tenant's obligations under the Lease.

Guarantors agree that this guaranty shall remain in full force and effect notwithstanding that, without notice to or consent of Guarantors, (i) there has been any modification or extension of the Lease; (ii) the Lease has been assigned by Tenant or any portion of the Premises has been sublet; (iii) any property held as security for Tenant's obligations under the Lease has been released or exchanged; or (iv) any indulgence or forbearance has been granted to Tenant under the Lease.

The validity of this guaranty shall not be impaired by reason of Landlord's failure to exercise, or delay in exercising any right or remedy Landlord may have under this guaranty.

Guarantors agree to pay all costs of Landlord in enforcing this guaranty, including reasonable legal fees.

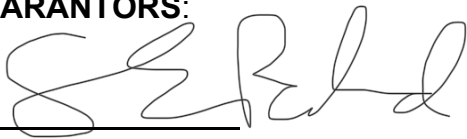
All parties signing this Guaranty as a Guarantor shall be jointly and severally liable for all obligations of Guarantors hereunder.

This guaranty shall inure to the benefit of and shall be binding upon Landlord and Guarantors and their respective legal representatives, heirs, successors and assigns.

Guarantors represent and warrant that they own one hundred (100%) percent of the ownership interests in Tenant. If the foregoing representation and warranty shall be untrue in any manner, the same shall constitute a default by Tenant under the Lease.

IN WITNESS WHEREOF, the undersigned has duly executed this Guaranty this day of May _____ 2024

GUARANTORS:

A handwritten signature in black ink, appearing to read 'S. Patel', written over a horizontal line.

Sharmisthaben Patel

Address:

SSN: