

FOURTH LEASE EXTENSION AGREEMENT (the "Fourth Extension Agreement"), dated as of December 31, 2018 and retroactively effective as of January 1, 2016, between BATTERY PARK CITY AUTHORITY d/b/a HUGH L. CAREY BATTERY PARK CITY AUTHORITY, a public benefit corporation of the State of New York, having an office at One World Financial Center, 200 Liberty Street, 24th Floor, New York, New York 10281 ("Landlord") and GIGINO AT WAGNER PARK LLC, a New York limited liability company having an office c/o Suarez Restaurant Group LLC, 38 East 19th Street, New York, New York 10003 ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into an agreement (the "Original Lease"), dated as of June 16, 1999 and terminating on September 30, 2011, for lease of the building and improvements located within Robert F. Wagner, Jr. Park in Battery Park City, and having a street address of 20 Battery Place, New York, New York (the "Premises"); and

WHEREAS, Landlord and Tenant entered into a first lease extension agreement (the "First Extension Agreement") dated as of October 1, 2011, extending the term of the lease through December 31, 2013 and modifying various terms and conditions thereof, a second lease extension agreement (the "Second Extension Agreement"), dated as of October 1, 2013, extending the term of the lease through December 31, 2013 and modifying various terms and conditions thereof, and a third lease extension agreement (the "Third Extension Agreement"), dated as of April 2014, extending the term of the lease through December 31, 2015 and modifying various terms and conditions thereof (the Original Lease, as amended by the First Extension Agreement, Second Extension Agreement and the Third Extension Agreement, collectively, the "Lease Agreement"); and

WHEREAS, Landlord and Tenant desire to further modify the Lease Agreement and to extend the term thereof as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. Except as herein amended, (a) all defined terms shall have the same meaning as originally set forth in the Lease Agreement and (b) the Lease Agreement is hereby ratified and shall remain in full force and effect in accordance with its terms.
2. The Term of the Lease Agreement is hereby extended for an additional period of six years, from January 1, 2016 through December 31, 2021 (the "Fourth Extended Period") and the Expiration Date is hereby amended to be December 31, 2021.
3. During the Fourth Extended Period, Tenant shall pay to Landlord, in addition to Minimum Annual Rent, annual sums of percentage rent ("Fourth Extended Period Percentage Rent") in an amount equal to eight and one-half percent (8.5%) of Gross Revenue collected by Tenant during each such calendar year, or portion thereof, minus the Minimum Annual Rent for such calendar year. The Fourth Extended Period Percentage Rent shall not be due and owing for any calendar

year, or portion thereof, in which eight and one-half percent (8.5%) of Gross Revenue does not exceed Minimum Annual Rent.

4. Section 3.04(B) and (C) of the Lease Agreement are hereby deleted and the following is substituted in lieu thereof:

“(B) Tenant shall deliver to Landlord as soon as practicable after the end of each semi-annual calendar period but in no event later than thirty (30) days after the end of each such calendar period, a statement (the “Percentage Rent Statement”) showing in reasonable detail Gross Revenue collected by Tenant during the prior semi-annual calendar period. The Percentage Rent Statement due for the second semi-annual period of each calendar year shall also show in reasonable detail Gross Revenue collected by Tenant during the entire prior calendar year and Tenant’s calculation of Percentage Rent due for such year, together with a payment of Percentage Rent payable for such prior calendar year.”


5. Except as otherwise set forth in this Fourth Extension Agreement, the Fourth Extended Period Percentage Rent shall be paid in the same manner as payment of the Percentage Rent set forth in Section 3.04 of the Lease Agreement, as amended herein.
6. Notwithstanding anything to the contrary contained in the Lease Agreement or this Fourth Extension Agreement, Landlord and Tenant agree that Landlord shall have the right to terminate the Lease Agreement, for any reason whatsoever, with or without cause, upon ninety (90) days’ written notice to Tenant (the “Early Termination Notice”). In the event Landlord exercises the foregoing option, Tenant agrees to vacate the Premises in accordance with the terms of the Lease Agreement and this Fourth Extension Agreement no later than ninety (90) days following the Early Termination Notice.
7. Except as amended herein, the Lease Agreement and all the covenants, terms, conditions and provisions thereof (a) are hereby ratified and confirmed in all respects and (b) shall bind and inure to the benefit of the parties thereto and their respective successors and assigns, except as may be provided in the Lease Agreement, as modified hereby.
8. Tenant represents to Landlord that this Fourth Extension Agreement was not brought about or procured through any real estate broker, and Tenant agrees that should any claim be made by any broker, licensed or otherwise, for a brokerage commission or other compensation in connection with this Fourth Extension Agreement, through or on account of any acts of Tenant or its representatives, Tenant will indemnify and hold harmless Landlord from any and all liabilities and expenses in connection therewith.
9. This Fourth Extension Agreement shall not be binding upon Landlord unless and until it is signed by Landlord and Tenant has paid to Landlord all amounts payable under the Lease Agreement for the calendar year 2018, including without limitation, all amounts of Third Extended Period Percentage Rent payable for the year 2018.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Extension Agreement as of the date first written above.

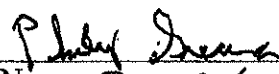
LANDLORD:

BATTERY PARK CITY AUTHORITY
d/b/a HUGH L. CAREY BATTERY PARK
CITY AUTHORITY

By: 
By: _____
Name: Benjamin A. Jones
Title: President/CEO

TENANT:

GIGINO AT WAGNER PARK LLC

By: 
By: _____
Name: PHILIP SUAREZ
Title: MEMBER