



## Certification of Beneficial Ownership

02/16/2024

a. Name and Title of Natural Person Opening Account or certifying to the accuracy of the Beneficial Owner information/party:  
MITCHELL S LEVINE  
MANAGER

b. Name and Address of Legal Entity for Which the Account is Being or has been Opened: (DBA continues on the following page(s) if applicable)  
159 ADAMS AVE. LLC

159 ADAMS AVE  
HAUPPAUGE, NY 11788-3601

LIMITED LIABILITY COMPANY - MANAGER MANAGED (LLC)

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c. Ownership - The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 10 % percent or more of the equity interests of the legal entity listed above: (If no individual meets this definition, please indicate "Not Applicable.")

**Owners who own 10 % or More of  
159 ADAMS AVE. LLC**

Name	Date of Birth	Physical/Business Address	<i>For U.S. Persons: Social Security Number</i>	<i>For Non-U.S. Persons: Social Security Number, Passport Number and Country of Issuance, or other similar identification number</i>	% Owned
MITCHELL S LEVINE	01/10/1963	165 WINDWATCH DR HAUPPAUGE, NY 11788-3353	XXX-XX-2345		33.34
DOREEN LEVINE	11/20/1961	165 WINDWATCH DR HAUPPAUGE, NY 11788-3353	XXX-XX-7528		33.33
MICHAEL LEVINE	06/24/1991	165 WINDWATCH DR HAUPPAUGE, NY 11788-3353	XXX-XX-6394		33.33





02/16/2024


d. Customer Controller - The following information for one individual with significant responsibility for  
 159 ADAMS AVE. LLC  
 such as:

- An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President); or
- Any other individual who regularly performs similar functions.

(If appropriate, an individual listed under section (c) above may also be listed in this section (d)).

Name/Title	Date of Birth	Physical/Business Address	For U.S. Persons Social Security Number	For Non-U.S. Persons: Social Security Number, Passport Number and Country of Issuance, or other similar identification number
MITCHELL S LEVINE/MANAGER	01/10/1963	165 WINDWATCH DR HAUPPAUGE, NY 11788-3353	XXX-XX-2345	

I, MITCHELL S LEVINE (name of natural person opening account or certifying party), hereby certify, to the best of my knowledge, that the information stated above is complete and correct.

Signature:  Date: 02/16/2024

Nos complace poner todos los productos de Chase a disposición de todos los solicitantes calificados, independientemente de la raza, etnia, nacionalidad u otras características protegidas por la ley.

Es posible que algunos o todos los documentos, servicios o correspondencia estén disponibles solo en inglés.

We're pleased to make all Chase products available to all qualified applicants regardless of race ethnicity, national origin, or other characteristics protected under the law.

Some or all documents, services, and/or correspondence may be available only in English.



# Certificate of Completion

## Summary

**Document ID :** 2737B1DA-UYEERQNNW6IIUE86AQQVMAMHSEJBYCO00JQBGLP\_HFQ

**Document Name :** 159adamsco

**Sent by :** Michael Levine <mikelevine@globalfoodsolutions.co>

**Organization :** Global Food Solutions  
131 Heartland Blvd,Edgewood,New York,USA 11717

**Sent on :** Feb 16, 2024 11:08 EST

**Completed on :** Feb 16, 2024 11:10 EST

**Sign order :** Sequential

**No. of documents :** 1

**Signers :** 1

**Receives a copy :** 0

**Approvers :** 0

## Recipients



Mitchell Levine  
mlevine@afmnet.com  
|+1-6318047317

Signature



**Emailed on :** Feb 16, 2024 11:08 EST

**Viewed on :** Feb 16, 2024 11:09 EST

**Terms agreed on :** Feb 16, 2024 11:09 EST

**Signed on :** Feb 16, 2024 11:10 EST

**Sent via SMS on :** Feb 16, 2024 11:08 EST

**Accessed from :** 170.250.150.148

**Device used :** Mobile

**Authentication type :** None

# Legal Disclosure

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

Please read the following information carefully. By clicking the 'I agree' button, you agree that you have reviewed the following terms and conditions and consent to transact business electronically using Zoho Sign electronic signature system. If you do not agree to these terms, do not click the 'I agree' button.

### Electronic documents

Please note that Global Food Solutions ("we", "us" or "Company") will send all documents electronically to you to the email address that you have given us during the course of the business relationship unless you tell us otherwise in accordance with the procedure explained herein. Once you sign a document electronically, we will send a PDF version of the document to you.

### Request for paper copies

You have the right to request paper copies of these documents sent to you electronically from [mikelevine@globalfoodsolutions.co](mailto:mikelevine@globalfoodsolutions.co). Alternatively, you also have the ability to download and print these documents sent to you electronically, and re-upload a scanned copy of the printed and physically signed documents. If you, however, wish to request paper copies of these documents sent to you electronically, you can write back to the sender.

### Withdrawing your consent

At any point in time during the course of our business relationship, you have the right to withdraw your consent to receive documents in electronic format. If you wish to withdraw your consent, you can decline to sign a document that we have sent to you and send an email to [mikelevine@globalfoodsolutions.co](mailto:mikelevine@globalfoodsolutions.co) informing us that you wish to receive documents only in paper format. Upon request from you, we will stop sending documents using Zoho Sign electronic signature system.

### To advise Global Food Solutions of your new email address

If you need to change the email address that you use to receive notices and disclosures from us, write to us at [mikelevine@globalfoodsolutions.co](mailto:mikelevine@globalfoodsolutions.co)

### System requirements

Compatible with recent versions of popular browsers such as Chrome, Firefox, Safari, and Internet Explorer. Zoho Sign is also available on iOS and Android devices.

**UNANIMOUS WRITTEN CONSENT  
OF THE MEMBERS OF 159 ADAMS AVE. LLC**

The undersigned being all of the members of **159 ADAMS AVE. LLC**, a New York limited liability company (the “Company”), hereby adopt the following resolutions in lieu of holding a meeting of the members.

**WHEREAS**, the Company was formed on or about September 30, 2008, is validly existing, and is in good standing under the laws of the State of New York.

**WHEREAS**, the members of the Company are Mitchell Levine, Doreen Levine, and Michael Levine, each owning a 33<sup>1</sup>/<sub>3</sub>% interest (collectively, the “Members” and each a “Member”).

**WHEREAS**, pursuant to that certain Amended and Restated Operating Agreement for the Company dated as of February 22, 2024, the business and affairs of the Company shall be managed by the Members.

**WHEREAS**, the Company desires to purchase certain real property known as 131 Heartland Blvd., Edgewood, NY 11717 (the “Premises”) as a replacement property for 159 Adams Avenue, Hauppauge, New York 11788, which was previously relinquished pursuant to Section 1031 of the Internal Revenue Code of 1986.

**WHEREAS**, the Company further desires to finance its acquisition of the Premises by entering into a \$5,350,000.00 loan (the “Loan”) made by JPMorgan Chase Bank, N.A. (the “Lender”) to the Company and, in connection therewith, execute in favor of the Lender a Promissory Note in the principal amount of \$5,350,000.00 (the “Note”), a Mortgage (the “Mortgage”), which shall secure the Note and encumber the Premises, and any and all other documents that the Lender may require in connection with the Loan (collectively, and together with the Note and the Mortgage, the “Loan Documents”).

**NOW, THEREFORE, BE IT RESOLVED**, that Mitchell Levine, Doreen Levine, and Michael Levine, each as a Member, are each hereby authorized, individually, on behalf of the Company, to execute and deliver and perform, any and all documents (including, without limitation, a deed), notices and any other instruments, agreements or certificates of any kind or nature whatsoever, and to take from time to time any other actions which the Member shall in his/her discretion determine to be appropriate to effect the purchase of the Premises, pursuant to that certain Contract of Sale dated as of October 25, 2023, made by and between the Company, as purchaser, and J4SR Properties LLC, as seller (the “Contract”). The execution and delivery of any document or instrument by said Member shall constitute conclusive evidence that the terms and conditions contained in said documents or instruments have been determined to be appropriate by the Member;

**FURTHER RESOLVED**, that Howard M. Stein, Jodi S. Hoffman, Carrie C. Adduci, and George W. Peters, each as an “Authorized Signatory,” are each hereby authorized, individually,

on behalf of the Company, to execute and deliver and perform, any and all documents (including, without limitation, a deed), notices and any other instruments, agreements or certificates of any kind or nature whatsoever, and to take from time to time any other actions which the Authorized Signatory shall in his/her discretion determine to be appropriate to effect the purchase of the Premises pursuant to the terms of the Contract. The execution and delivery of any document or instrument by said Authorized Signatory shall constitute conclusive evidence that the terms and conditions contained in said documents or instruments have been determined to be appropriate by the Authorized Signatory;

**FURTHER RESOLVED**, that any Member and/or Authorized Signatory, on behalf of the Company, is/are hereby authorized, individually, to execute and deliver and perform, any and all instruments and documents (collectively the “Exchange Documents”) including authorizations for the use, application, and release of exchange proceeds; and to do and take all actions necessary, required, or desired in order to accomplish and/or facilitate, through Exchange Solutions, Inc. acting as Qualified Intermediary, a like-kind exchange made pursuant to Section 1031 of the Internal Revenue Code of 1986 of the Premises, as Replacement Property, for 159 Adams Avenue, Hauppauge, New York 11788, as Relinquished Property.

**FURTHER RESOLVED**, that any Member and/or Authorized Signatory, on behalf of the Company, is/are hereby authorized, individually, to execute and deliver and perform such documents and instruments to evidence and secure the Loan as may be required by Lender, including, without limitation, a note or notes (including the Note), a mortgage or mortgages (including the Mortgage), and such documents and instruments (including the Loan Documents) to be in such form and contain such interest rate or rates, time of payment, including installment payments and such other terms, provisions, conditions, stipulations and agreements as any Member and/or Authorized Signatory executing the same may deem proper and advisable; and that the Members and Authorized Signatories are hereby authorized, individually, to execute and deliver such documents and instruments as such Member/Authorized Signatory may deem proper and advisable, the execution of such documents and instruments by such Member/Authorized Signatory shall be conclusive evidence that the terms and conditions of such documents and instruments have been approved by such Member/Authorized Signatory and by the Company.

**FURTHER RESOLVED**, that any Member and/or Authorized Signatory, on behalf of the Company, is/are hereby authorized, individually, to certify that these resolutions have been duly adopted and that they are in conformity with the Operating Agreement of the Company, and any and all agreements by and between the members of the Company; and

**FURTHER RESOLVED**, that all action(s) heretofore taken by any Member of the Company deemed by such Member to be advisable or convenient or necessary or proper to carry out the intent of the foregoing resolutions is/are hereby approved and ratified.

**FURTHER RESOLVED**, that this Consent may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed one and the same document. This Consent may be executed by facsimile or electronic signature, each of which shall be deemed an original signature.

[SIGNATURE PAGES TO FOLLOW]

**IN WITNESS WHEREOF**, the undersigned has executed this Consent as of this 22nd day of February, 2024.

MEMBERS:



---

Mitchell Levine



---

Doreen Levine



---

Michael Levine

# Certificate of Completion

## Summary

**Document ID :** 2737B1DA-TQNX6B-BKSFSHEGFDOTFBBLYRC\_2BY6ECY8HQDZ9XAC

**Document Name :** Consent of Members of 159 Adams Ave. LLC (Purchase, Loan, & 1031 Exchange)(8240216.1)

**Sent by :** Michael Levine <mikelevine@globalfoodsolutions.co>

**Organization :** Global Food Solutions  
131 Heartland Blvd,Edgewood,New York,USA 11717

**Sent on :** Feb 15, 2024 21:47 EST

**Signers :** 3

**Completed on :** Feb 16, 2024 09:52 EST


**Receives a copy :** 0

**Sign order :** Random

**Approvers :** 0

**No. of documents :** 1

## Recipients

 Doreen Levine  
dlevine7528@gmail.com  
|+1-6318045124

Signature



**Emailed on :** Feb 15, 2024 21:47 EST

**Sent via SMS on :** Feb 15, 2024 21:47 EST

**Viewed on :** Feb 16, 2024 09:51 EST


**Accessed from :** 170.250.150.148

**Terms agreed on :** Feb 16, 2024 09:51 EST

**Device used :** Mobile

**Signed on :** Feb 16, 2024 09:52 EST

**Authentication type :** None

 Mitchell Levine  
mlevine@afmnet.com  
|+1-6318047317

Signature



**Emailed on :** Feb 15, 2024 21:47 EST

**Sent via SMS on :** Feb 15, 2024 21:47 EST

**Viewed on :** Feb 16, 2024 09:48 EST

**Accessed from :** 170.250.150.148

**Terms agreed on :** Feb 16, 2024 09:48 EST

**Device used :** Mobile

**Signed on :** Feb 16, 2024 09:48 EST

**Authentication type :** None



Michael Levine  
mikelevine@globalfoodsolutions.co  
|+1-6313327754

Signature

*Michael Levine*

**Emailed on :** Feb 15, 2024 21:47 EST

**Viewed on :** Feb 15, 2024 21:47 EST

**Terms agreed on :** Feb 15, 2024 21:47 EST

**Signed on :** Feb 15, 2024 21:47 EST

**Sent via SMS on :** Feb 15, 2024 21:47 EST

**Accessed from :** 170.250.150.148

**Device used :** Web

**Authentication type :** None

## Legal Disclosure

### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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#### Request for paper copies

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#### Withdrawing your consent

At any point in time during the course of our business relationship, you have the right to withdraw your consent to receive documents in electronic format. If you wish to withdraw your consent, you can decline to sign a document that we have sent to you and send an email to mikelevine@globalfoodsolutions.co informing us that you wish to receive documents only in paper format. Upon request from you, we will stop sending documents using Zoho Sign electronic signature system.

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**UNANIMOUS WRITTEN CONSENT  
OF THE  
BOARD OF DIRECTORS  
OF  
GLOBAL FOOD SOLUTIONS, INC.  
January 1, 2024**

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The undersigned, being all of the members of the Board of Directors (the “**Board**”) of Global Food Solutions, Inc., a New York corporation (the “**Corporation**”), hereby take the following actions and adopt the following resolutions by unanimous written consent in lieu of a meeting:

**WHEREAS**, the Board desires to approve, ratify, and confirm the appointment (or re-appointment, as applicable) of the following persons to the offices of the Corporation set forth next to their respective names:

<u>Name:</u>	<u>Office(s):</u>
Mitchell Levine	President
Michael Levine	CEO
Mitchell Levine	Secretary
Michael Levine	Treasurer

**NOW, THEREFORE, BE IT:**

**RESOLVED**, that the appointments (or re-appointments, as applicable) of the aforementioned individuals to the offices set forth opposite their names above, to serve until the earlier of their resignation or removal, or until their successors are duly elected and qualified be, and they hereby are, approved, ratified, and confirmed in all respects.

**RESOLVED**, that the proper officers of the Corporation be, and they hereby are, authorized and directed to take all such further action and to execute and deliver all such further agreements, instruments and documents in the name and on behalf of the Corporation and under its corporate seal or otherwise, and to pay all such expenses and taxes, as in their judgment shall be necessary, proper or advisable in order to carry out fully the intent and accomplish the purposes of the foregoing resolutions contained herein.

*[The remainder of the page is intentionally left blank; the signature page follows.]*

**IN WITNESS WHEREOF**, the undersigned have executed this Unanimous Written Consent of the Board of Directors as of the date first above written.

**BOARD OF DIRECTORS:**



---

Mitchell Levine



---

Michael Levine

*[Signature page to the Unanimous Written Consent of the Board of Directors of Global Food Solutions, Inc.]*

# Certificate of Completion

## Summary

**Document ID :** 2737B1DA-LXJR13JUNESNJYK6NTZZG0WLC778DUBRLVNH0OSIC5I

**Document Name :** Global Food Solutions, Inc. - UWC of Board (re Officers 2024)(8237201.1)

**Sent by :** Michael Levine <mikelevine@globalfoodsolutions.co>

**Organization :** Global Food Solutions  
131 Heartland Blvd,Edgewood,New York,USA 11717

**Sent on :** Feb 16, 2024 07:40 EST

**Signers :** 2

**Completed on :** Feb 16, 2024 09:47 EST


**Receives a copy :** 0

**Sign order :** Sequential

**Approvers :** 0

**No. of documents :** 1

## Recipients

 Michael Levine  
mikelevine@globalfoodsolutions.co  
|+1-6313327754

Signature

*Michael Levine*

**Emailed on :** Feb 16, 2024 07:40 EST

**Sent via SMS on :** Feb 16, 2024 07:40 EST

**Viewed on :** Feb 16, 2024 07:40 EST


**Accessed from :** 170.250.150.148

**Terms agreed on :** Feb 16, 2024 07:40 EST

**Device used :** Web

**Signed on :** Feb 16, 2024 07:40 EST

**Authentication type :** None

 Mitchell Levine  
mlevine@afmnet.com  
|+1-6318047317

Signature

*M Levine*

**Emailed on :** Feb 16, 2024 07:40 EST

**Sent via SMS on :** Feb 16, 2024 07:40 EST

**Viewed on :** Feb 16, 2024 09:46 EST

**Accessed from :** 170.250.150.148

**Terms agreed on :** Feb 16, 2024 09:43 EST

**Device used :** Mobile

**Signed on :** Feb 16, 2024 09:47 EST

**Authentication type :** None

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# COMMERCIAL LEASE AGREEMENT

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This Commercial Lease Agreement (this "Agreement") is made this 26 day of February, 2024, by and between 159 Adams Ave. LLC, an entity located at 131 Heartland Blvd., Edgewood, NY 11717 ("Landlord") and Global Food Solutions, Inc., an entity located at 131 Heartland Blvd., Edgewood, NY 11717 ("Tenant"). In consideration of the mutual covenants herein contained, the parties agree as follows:

**1. Demised Premises.** The premises leased shall consist of an industrial space in the building complex known as "131 Heartland Blvd." (the "Real Property") located at 131 Heartland Blvd, Edgewood, NY 11717 (the "Demised Premises").

**A) Size of Premises.** The Demised Premises consists of approximately thirty five (35) square feet and comprises approximately 100% of the total leasable area in the building or complex. The square footage of the Demised Premises shall be determined by measuring from the outside of all exterior walls to the centerline of any demising walls. Landlord's architect or building contractor may measure the Demised Premises to make a final determination of the size.

**B) Reserved Uses.** Landlord reserves to itself the use of the roof, exterior walls, and the area above and below the Demised Premises, together with the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires and structural elements leading through the Demised Premises and which serve either the Demised Premises or other parts of the building or complex.

**C) Common Area.** This Agreement and the Demised Premises does not include the use by Tenant of any Common Areas of the Real Property. The term "Common Area" shall mean all areas and improvements in the Real Property, which are not leased or held for lease to tenants.

**D) Parking Spaces.** Tenant, including its guests, employees, agents, and customers, has the right to use any parking space(s) located in the building parking lot on a reasonable non-exclusive first-come, first serve basis. Tenant accepts and understands that parking privileges granted are personal to the Tenant and such parking privileges may not be assigned or sublet. Tenant will not pay Landlord a fee for the use of such parking privileges.

**E) Storage Facilities.** Landlord agrees that during the term of this agreement, Tenant has the right to store personal property in the All at their own risk. Landlord will not be responsible for any loss, theft, or damage of items stored by the Tenant. Tenant will not pay Landlord for the use of such facilities.

**2. Agreement to Lease.** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, the Demised Premises according to the terms and conditions of this Agreement.

**3. Term of Lease.** The term of this Agreement shall commence on February 26, 2024 ("Commencement Date") and ending at midnight on February 25, 2034 ("Termination Date").

**A) Renewal.** Provided Tenant is not in default in the performance of this Agreement, Tenant shall have the option to renew this Agreement for an additional eight (8) year term(s) commencing on the Termination Date by providing notice as described in subsection B herein. All of the terms and conditions of this Agreement shall apply during each renewal term.

**B) Notice of Renewal.** The option to renew this lease pursuant to subsection A above shall be exercised by providing written notice given to Landlord not less than ninety (90) days prior to the Termination Date. If written notice is not given in the manner provided herein within the time specified, this option shall lapse and expire.

**4. Rental Terms.** With respect to the terms of the rental:

**A) Base Rent.** Tenant shall pay to Landlord, from the Commencement Date and throughout the term of this Agreement, \$45,000.00, payable on a monthly basis ("Base Rent"). Base Rent is due no later than the 1st day of the payment period. Base Rent is payable by check mailed to Landlord at the address stated above, or as otherwise agreed upon by the parties.

**B) Operating Cost.** Landlord shall pay all Operating Cost on the Real Property. "Operating Cost" means the total cost and expense incurred in operating, managing, insuring, equipping, lighting, repairing, maintaining and policing the Real Property, including the exterior of the Real Property and the common areas, and specifically including, without limitation, items of expense for or related to: insurance premiums and deductibles, management, bookkeeping.

**C) Taxes.** Landlord shall pay all real estate taxes and assessments levied against all or any part of the Demised Premises, the Real Property, and the improvements thereon.

**D) Payment of Rent.** Base Rent and Operating Cost under this Agreement may collectively be referred to as "Rent" or "Rents." All Rents shall be made payable to Landlord and delivered to the address stated above or to another address as Landlord may designate upon reasonable notice to Tenant.

**E) Partial Payments.** Any partial payments shall be applied to the earliest installment due, and no endorsement or statement on any check or any letter accompanying any check or payment as to same shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment and any other amounts then due or to pursue any other remedy of Landlord set forth in this Agreement.

**F) Past Due Payments.** If any amount due under this Agreement remains unpaid fifteen (15) days after it is due, a late charge equal to \$1,000.00 per day ("Late Charge"), not to exceed the maximum amount allowed by law, shall be paid by Tenant to Landlord until such time as Tenant is current on all amounts due Landlord (including all Late Charges). In the event Landlord receives a payment from Tenant which is returned for insufficient funds, Landlord may, without limiting Landlord's other remedies, charge Tenant a fee in the amount of \$250.00 to cover Landlord's overhead and administrative expenses and/or require that all payments thereafter be bank certified or cashier's

checks. In addition, all service charges from Tenant's financial institution due to non-sufficient funds shall be paid by Tenant.

**G) Security Deposit.** Tenant shall, at the time of executing this Agreement, deposit with Landlord as a security deposit the sum of \$45,000.00, which amount shall serve as security for the full performance of the obligations and covenants of Tenant under this Agreement. Such deposit shall not accrue interest for Tenant, shall not be considered a Rental payment, final or otherwise, and shall not be considered to limit or relieve Tenant from any obligation or liability to Landlord. In the event of a default by Tenant under the terms of this Agreement, Landlord may apply such deposit toward the cure of such default without notice to Tenant. Upon complete performance by Tenant of all its obligations under or with respect to this Agreement, any remaining portion of such deposit to which Tenant is entitled shall be refunded to Tenant. Landlord may transfer the security deposit to any purchaser of Landlord's interest in the Demised Premises, in which event Landlord shall be discharged from any further liability with respect to such deposit and Tenant will look solely to the purchaser of Landlord's interest for any return of said deposit.

**H) Holding Over.** If Tenant remains in possession of the Demised Premises after the expiration of the initial Lease Term or any renewal Term without the execution of a new lease, it shall be deemed to be a tenant from month-to-month, subject to all conditions, provisions and obligations of this Agreement insofar as the same are applicable to a month-to-month tenancy except that the Base Rent shall be sixty thousand (60000) times the Base Rent applicable immediately prior to the expiration of the Term.

**5. Use, Occupancy and Condition of Premises.** With respect to use and occupancy:

**A) Use and Occupancy.** Tenant shall use and occupy the Demised Premises for the commercial purpose of the tenant will use the premises for food manufacturing, assembly, storage, and distribution. and related activities. The Demised Premises shall be used for no other purpose without the advance written consent of Landlord. Tenant shall operate the Demised Premises in a clean and dignified manner and in compliance with all applicable laws, regulations, rules, and ordinances. Tenant shall provide its own janitorial services. Tenant shall use the Demised Premises for no unlawful purpose or act; shall commit or permit no waste or damage to the Demised Premises; shall, at Tenant's expense, comply with and obey all applicable laws, regulations, or orders of any governmental authority or agency; shall not do or permit anything to be done in or about the Demised Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Real Property; and shall comply with all the rules and requirements promulgated by Landlord with respect to the Real Property, as the same may be amended from time to time. Tenant agrees as follows:

I. All loading and unloading, delivery and shipping of goods shall be conducted in such areas and through the entrances designated by Landlord.

II. No window coverings, such as curtains, blinds or shades, shall be placed on the windows of Demised Premises unless approved by Landlord.

III. No smoking in the Demised Premises or within twenty (20) feet or any doorway.

**IV.** All garbage and refuse shall be kept in the size and kind of container, and in a location approved by Landlord. Tenant shall not burn any trash or garbage in or about the Real Property.

**V.** No aerial, loudspeaker, satellite dish, sound amplifier, equipment, displays, or advertising shall be erected on the roof or exterior walls of the Demised Premises, or on other areas of the Real Property without the prior written consent of Landlord.

**VI.** No loudspeaker, television, phonograph, juke-box, radio, or other device shall be used in a manner so as to be heard other than by persons who are within the Demised Premises without the prior written consent of Landlord.

**VII.** No activity will take place on the Demised Premises or common areas which shall cause any odor which can be smelled other than by persons who are within the Demised Premises.

**VIII.** Tenant shall keep the Demised Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

**IX.** Tenant shall not permit or place any obstructions or merchandise in any common areas, including but not limited to, corridors, all sidewalks in front of, on the side of, or in the back of the Demised Premises.

**X.** The plumbing facilities in the Demised Premises shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. Tenant shall be responsible for the proper and lawful disposal of all cooking grease used within the Demised Premises.

**XI.** Tenant shall keep all windows, window sills, window frames and exterior signs of the Demised Premises clean.

**XII.** No merchandise shall be stored in the Demised Premises except that which Tenant is selling in the normal course of business in, at, or from the Demised Premises.

**XIII.** No auctions or tent sales shall be held within the Demised Premises or on or within any portion of the Real Property, except with the prior written consent of Landlord.

**XIV.** Landlord shall have the right to prohibit the continued use by Tenant of any unethical or unfair method of business operation, advertising or interior display if, in Landlord's opinion, the continued use thereof would impair the reputation of the Real Property as a first class facility or is otherwise out of harmony with the general character thereof, and upon notice from Landlord shall forthwith refrain from or discontinue such activities.

**XV.** Tenant shall keep the Demised Premises (including without limitation, exterior and interior portions of all windows, doors and all other glass) in a neat, clean and sanitary condition, free of all insects, rodents, vermin and pests of every type and kind.

**XVI.** Tenant shall not use the Demised Premises for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors.

**XVII.** Tenant shall keep the entry ways and sidewalk/walkway in front of the Demised Premise clear of all debris, trash and litter, and shall keep the same swept, maintained and snow and ice removed therefrom.

**B) Environmental Restrictions.** Tenant shall not use the Demised Premises for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, substance or waste ("Hazardous Material"), and that the Demised Premises will be used only in compliance with any and all environmental laws, rules and regulations applicable thereto. Landlord shall have the right, but not the duty, to inspect the Demised Premises and conduct tests thereon should Landlord have a reasonable belief there is Hazardous Material on the Demised Premises. In the event tests indicate the presence of such Hazardous Material, and Tenant has not removed the Hazardous Material on demand, Landlord shall have the right to immediately enter the Demised Premises to remedy any contamination found thereon. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's business, but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss, or damage to Tenant's property or business caused thereby, provided such contamination is not caused by or the result of Landlord's actions, or the actions. If any lender or governmental agency shall ever require testing to ascertain whether there has been a release of Hazardous Material, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional Rent if such requirement arose because of Tenant's storage or use of Hazardous Material on the Demised Premises. Tenant shall execute affidavits, representations and the like from time to time, at Landlord's reasonable request, concerning Tenant's best actual knowledge and belief regarding the presence of any Hazardous Material on the Demised Premises or Tenant's intent to store or use Hazardous Material on the Demised Premises.

**C) Condition and Acceptance of Premises.** Tenant accepts the Demised Premises in their current condition and acknowledges that the Demised Premises is in good order and repair, unless otherwise indicated herein. By occupying the Demised Premises, Tenant shall be conclusively deemed to have accepted the Demised Premises as being in the condition required by this Agreement. If requested by Landlord, Tenant will sign a statement confirming the Commencement Date and ratifying acceptance of the Demised Premises. In addition, Tenant shall have a fourteen (14) day waiting period to discover any defects and shall notify Landlord immediately of the same.

**6. Property in Demised Premises.** With respect to the property:

**A) Right to Leasehold Improvements.** All leasehold improvements (other than Tenant's trade fixtures), such as light fixtures and heating and air conditioning equipment, shall, when installed, attached to the freehold and become and remain the property of Landlord. All Tenant's trade fixtures

shall remain the property of Tenant, subject at all times to any of Landlord's liens for Rental and other sums which may become due to Landlord under this Lease or otherwise. Tenant shall be allowed to remove all such trade fixtures upon termination of this Lease, provided that Tenant is not in default in any of the terms and provisions of this Lease.

**B) Risk and Loss of Tenant's Personal Property.** All of Tenant's personal property which may at any time be in the Demised Premises shall be at Tenant's sole risk, or at the risk of those claiming under Tenant. Landlord shall not be liable for any damage to said property or loss of business suffered by Tenant which may be caused by water from any source whatsoever including the bursting, overflowing, or leaking of sewer or steam pipes or from the heating or plumbing fixtures or from electric wires or from gas or odor or leaking of the fire suppression system.

**7. Repairs and Maintenance.** With respect to repair and maintenance obligations:

**A) Landlord's Obligation to Repair and Maintain.** Landlord shall be responsible for repairing and maintaining the Demised Premises in good condition and for making such modification or replacements thereof as may be necessary or required by law or ordinance, specifically for the following:

- Foundation and structural components of the building
- Exterior walls but excluding (windows, doors, window and door frames, plate glass)
- Roof, gutters and downspouts
- Parking lot
- Driveway
- Sidewalks

However, Tenant shall reimburse Landlord for any such maintenance, repairs, or replacements made necessary by any acts of Tenant. Landlord reserves and at all times shall have the right to enter the Demised Premises in any emergency and also during regular business hours upon advance written notice to inspect the same, and to repair the Demised Premises and any portion of the Real Property or Common Area, without abatement of Rent.

**B) Tenant's Obligation to Repair and Maintain.** All maintenance, repairs, or replacements relating to the Demised Premises which are not the obligation of Landlord shall be the obligation of Tenant and shall be made by Tenant at Tenant's sole cost and expense. Tenant shall keep and maintain the Demised Premises in good repair and order at all times. Tenant shall be responsible for the maintenance, repair and replacement of the following:

- Heating, ventilation and air conditioning systems
- Plumbing
- Electrical systems
- The replacement of all broken glass and cracked glass relating to the interior or exterior of the demised premises

**C) Remodeling.** Tenant shall not do the following:

**D) No Liens Permitted.** No person shall ever be entitled to any lien, directly or indirectly, derived through or under Tenant, or through or under any act or omission of Tenant, upon the Demised Premises, or any improvements now or hereafter situated thereon, or upon any insurance policies taken out upon the Demised Premises, or the proceeds thereof, for or on account of any labor or materials furnished to the Demised Premises, or for or on account of any matter or thing whatsoever; and nothing in this Agreement contained shall be construed to constitute a consent by Landlord to the creation of any lien. In the event that any such lien shall be filed, Tenant shall cause such lien to be released within sixty (60) days after actual notice of the filing thereof, or shall within such time certify to Landlord that Tenant has a valid defense to such claim and such lien and furnish to Landlord a bond, satisfactory to Landlord, indemnifying Landlord against the foreclosure of such lien. In addition to any other remedy herein granted, upon failure of Tenant to discharge such lien or to post a bond indemnifying Landlord against foreclosure of any such lien as above provided, Landlord, after notice to Tenant, may discharge such lien, and all expenditures and costs incurred thereby, with interest thereon, shall be payable as further Rent hereunder at the next Rent payment date.

**8. Insurance and Indemnification.** With respect to insurance and indemnification:

**A) Tenant's Public Liability and Property Damage Insurance.** Tenant shall purchase and maintain public liability and property damage insurance insuring against loss, cost and expense by reason of injury to or the death of persons or damage to or the destruction of property arising out of or in connection with the occupancy or use by Tenant, its employees, agents and assigns, of the Demised Premises and/or the Common Area, such insurance to include Landlord as an additional Insured, to be carried with an insurer and to have a minimum aggregate policy in the amount of no less than \$1,000,000.00 and a deductible no greater than \$2,000,000.00.

**B) Certificate of Insurance.** Tenant shall furnish to Landlord a certificate of insurance evidencing such coverage which provides that such policies may not be canceled on less than fourteen (14) days prior written notice to Landlord. Should Tenant fail to carry the insurance required herein and furnish Landlord with the policies or certificates of insurance after a request to do so, Landlord shall have the right to obtain such insurance and collect the cost thereof from Tenant as additional Rent.

**C) Landlord's Insurance.** Landlord shall keep the Real Property (but not the contents thereof or any personal property or trade or business fixtures of Tenant) insured against loss or damage by fire and other perils normally covered by standard all-risk insurance. Landlord may also maintain public liability, property damage, loss of rent, and such other coverage related to the Real Property as Landlord deems appropriate.

**D) Mutual Waiver of Subrogation.** If either party suffers loss or damage which is caused by the other party, but which is covered by the injured party's insurance, the injured party waives any claim it might have against the other party to the extent that it is compensated by the insurance required under this Agreement; and each party agrees to obtain from its insurer a provision and acknowledgement of this waiver and an agreement that the insurance carrier will not be subrogated to the rights of the injured party to the extent that these rights have been waived above.

**E) Mutual Hold Harmless.** It is agreed that Tenant shall defend, hold harmless and indemnify Landlord, its officers, agents and employees from any and all claims for injuries to persons or damage to the Demised Premises which result from the negligent acts or omissions of Tenant, its officers, agents or employees, in the performance of this Agreement. It is further agreed that Landlord shall defend, hold harmless and indemnify Tenant, its officers, agents and/or employees from any and all claims for injuries to persons and/or damage to the Demised Premises which result from the negligent acts or omissions of Landlord, its officers, agents and/or employees, in the performance of this Agreement. In the event of the concurrent negligence of Tenant and Landlord, then the liability for any and all claims for injuries or damages which arise out of the performance of the terms and conditions of this Agreement shall be apportioned in accordance with the law of the state in which the Real Property is located.

**9. Signs.** With respect to signs:

**A) Exterior Sign.** Tenant can install a sign acceptable to Landlord on the front of the Demised Premises, hereinafter referred to as "Exterior Sign" prior to opening for business. Tenant shall be solely responsible for the cost of fabrication, installation, and maintenance of the Exterior Sign. Landlord shall pre-approve signage package to be attached to the Lease for the duration of the Lease and all renewals thereof.

**10. Utility Services.** Commencing on the date on which Landlord delivers possession of the Demised Premises to Tenant, Tenant shall make payments for the following utilities based upon or in connection with the Demised Premises.

- Water
- Gas
- Heat
- Light
- Power
- Telephone
- Internet
- Sewage Disposal

In turn, Landlord will be responsible for making payments for the following utilities:

**11. Access, Surrender, and Assignment.** With respect to access, surrender, and assignment:

**A) Access.** Tenant shall permit Landlord to inspect or examine the Demised Premises during business hours upon advanced written notice or at any time without notice in the event of an emergency, and shall permit Landlord to enter and make such repairs, alterations, improvements, or additions in the Demised Premises or the Real Property of which the Demised Premises is a part, that Landlord may deem necessary.

**B) Surrender.** Tenant shall deliver and surrender to Landlord possession of the Demised Premises upon expiration of this Agreement, or upon earlier termination as herein provided, in as good condition and repair as the same shall be on the Commencement Date.

**C) Removal and Restoration.** Any and all trade fixtures and equipment installed by Tenant may be removed by Tenant at the termination of this Agreement, provided that Tenant shall not be in default in the performance of any of Tenant's obligations hereunder and provided that Tenant shall repair any and all damage caused to the Demised Premises by the removal of any such trade fixtures and equipment. Any property not so removed at the expiration of the Term hereof shall be deemed to have been abandoned by Tenant and may be retained or disposed by Landlord. Tenant shall not remove any leasehold improvements or non-trade fixtures and shall surrender the Demised Premises upon termination of the tenancy created by this Agreement in the same condition as the Demised Premises were required to have been in on the Commencement Date, ordinary wear and tear and damage by fire or other insured casualty excepted.

**D) Assignment and Subletting.** Tenant will not assign this Agreement as to any portion or all of the Demised Premises or make or permit any total or partial sublease or other transfer of any portion or all of the Demised Premises.

**12. Damage to Premises.** With respect to damage to the Premises:

**A) Substantial Damage.** In the event the Demised Premises or the Real Property of which the Demised Premises constitute a part shall be damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will equal or exceed 50% of the then replacement value thereof, then the parties may, at their option, within ninety (90) days after the occurrence of such casualty, terminate this Agreement upon written notice.

**B) Partial Damage.** In the event the Demised Premises or the Real Property of which the Demised Premises constitute a part shall be partially damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will be less than 50% of the then replacement value thereof, or in the event Landlord does not elect to terminate this Agreement as a result of substantial damage, then Landlord shall repair the damage with reasonable dispatch after notice of such casualty; provided, however, the Landlord's obligation to repair or restore shall not be limited to restoring the structural portions of the Demised Premises and shall include repairs or the restoration of any of Tenant's fixtures, improvements or other alterations made by Tenant in or upon the Demised Premises. Notwithstanding anything provided herein to the contrary, the Landlord's obligation to repair or rebuild shall be limited to the amount of the fire insurance proceeds received by Landlord (less any costs incurred by Landlord in collecting the same) as a result of any such casualty. In the event the fire insurance proceeds received by Landlord (less any costs incurred by Landlord in collecting the same) are insufficient to rebuild the Demised Premises and/or the Real Property, then Landlord shall have the option to terminate the Lease upon notice to Tenant within thirty (30) days after Landlord's receipt of the entire net insurance proceeds payable with respect to such fire or casualty.

**C) Rents Upon Damage or Destruction.** In the event this Agreement is terminated in the manner set forth above, the Rents shall be apportioned to the time of such casualty. In the event this Agreement

is not terminated and Landlord elects to restore or repair the Demised Premises, then the Rent payable by Tenant shall be equitably abated based on the square footage in the Demised Premises which are useable, until such time as the damage to the Demised Premises has been repaired; provided, however, in no event shall there be any abatement of the payment of any Operating Costs.

**13. Eminent Domain.** With respect to eminent domain:

**A) Condemnation of Demised Premises.** If the whole or any substantial part of the Demised Premises shall be taken or acquired by any public or quasi-public authority under the power or threat of eminent domain, for other than a temporary period, the Lease Term shall cease as of the day possession shall be taken by such public or quasi-public authority, and Tenant shall pay Rent up to that date with an appropriate refund by Landlord of any rent which may have been paid in advance for any period subsequent to the date possession is taken. In the event that during the term of this Agreement the Demised Premises, or any part thereof, or more than 1% of the Real Property or of the Common Area is taken by condemnation or right of eminent domain, or by private purchase in lieu thereof, this Agreement and the term hereby granted shall be terminable at Landlord's sole option and if Landlord so terminates then this Agreement shall expire on the date when possession shall be taken by the condemnor and the Base Rent herein reserved shall be apportioned and paid in full to that date and all prepaid Base Rent shall forthwith be repaid by Landlord to Tenant. In the event Landlord does not elect to cancel or terminate this Agreement as provided above, then Landlord shall rebuild and restore the Demised Premises as nearly as possible to their condition immediately prior to any such taking and this Agreement shall continue in full force and effect except that, during such restoration, the Base Rent payable pursuant to the terms of this Agreement shall be equitably apportioned in the proportion that the square footage of the part of the Demised Premises so taken bears to the total square footage of the Demised Premises immediately prior to such taking; provided, however, in no event shall there be any abatement of the payment of any Operating Costs, provided further, however, the Landlord's obligations to restore or rebuild shall be limited to an amount which does not exceed the proceeds obtained from such taking (less expenses incurred in collecting the same). Notwithstanding the foregoing, in the event the net condemnation award received by Landlord is insufficient to restore or rebuild the structural portions of the Demised Premises the Landlord shall have the option within one (1) days after Landlord's receipt of the net condemnation, to cancel and terminate this Agreement, and Tenant shall be limited to consequential damages only.

**B) Condemnation Award.** All compensation awarded or paid upon any total or partial taking of the Demised Premises shall belong to and be the property of the Landlord. Nothing herein shall prevent Tenant from pursuing a separate award from the condemning authority for its moving expenses or for the taking of its personal property, as long as Tenant's award does not reduce Landlord's award from the condemning authority.

**14. Insolvency and Bankruptcy.** The appointment of a receiver to take possession of all or substantially all of the assets of Tenant or any of the persons constituting Tenant, or an assignment by Tenant or any of the persons constituting Tenant for benefit of creditors or any action taken or suffered by Tenant or any of the persons constituting Tenant under any insolvency, bankruptcy, or reorganization act, shall constitute a breach of this Agreement by Tenant. In no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in

no event shall this Agreement or any rights or privileges hereunder be an asset of Tenant or any of the persons constituting Tenant under any bankruptcy, insolvency, or reorganization proceedings.

**15. Default.** With respect to default:

**A) Rights in Event of Default of Tenant.** If Tenant shall abandon or vacate the Leased Premises or fail to pay Rent at the time prescribed in this Agreement, or if after thirty (30) days written notice from Landlord, Tenant shall fail to cure any other default in the performance of its obligations under this Agreement (unless Tenant is then proceeding in good faith to cure such default and continues to do so until the default is cured), then, in addition to any other rights or remedies Landlord may have by law or otherwise, Landlord shall have the right to re-enter and take possession of the Demised Premises without legal process and remove all persons and property therefrom. Should Landlord elect to re-enter as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may terminate Tenant's rights under this Agreement, re-let the Demised Premises or any part thereof for such term and at such rent and upon such other terms and conditions as Landlord in the exercise of Landlord's sole discretion may deem advisable, with the right to make alterations and repairs to the Demised Premises. Upon each such re-letting, Tenant immediately shall be liable for payment to Landlord of any indebtedness of Tenant (other than Rent due hereunder), the cost and expense of such re-letting, and of such alterations and repairs incurred by Landlord, and the amount, if any, by which the Rent reserved in this Agreement, which are Tenant's responsibility under the provisions of this Agreement for the period of such re-letting, exceeds the amount agreed to be paid as rent by the new tenant for the Demised Premises for such period of such re-letting.

**B) Costs and Payment of Rents.** Should Tenant at any time be in default under this Agreement, Tenant shall be liable for all costs Landlord may incur on account of such default, including the cost of recovering the Demised Premises, any and all attorney fees and court costs relating thereto. In addition, should Landlord at any time terminate this Agreement and Tenant's rights under this Agreement for any default, in addition to any other remedy Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such default, and including the Rent reserved and charged in this Agreement for the remainder of the Term discounted to present value, less the present rental value of the Demised Premises for the rest of the Term (discounted in the same manner), all of which amounts shall be immediately due and payable with attorney fees from Tenant to Landlord and without relief from valuation, and Landlord shall have no obligation to re-let. Tenant's liability for the default damages and/or re-letting costs shall survive any termination of this Agreement.

**C) Right of Removal of Tenant's Property.** Landlord shall have the right to remove all or any part of Tenant's property from the Demised Premises. Any property removed may be either: (a) Stored in any public warehouse or elsewhere at the cost of, and for the account of, Tenant and Landlord shall not be responsible for the care or safekeeping thereof; or (b) sold at a private or public sale and the proceeds of such sale, after sale expenses, shall be used to offset any Rent due to Landlord. Tenant hereby waives any and all loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts.

**D) Default of Landlord.** Landlord shall in no event be charged with default in the performance of its obligation under this Agreement unless and until Landlord shall have received written notice from Tenant specifying wherein Landlord has failed to perform any obligation hereunder, and Landlord shall have failed to perform such obligation, or remedy such default, within thirty (30) days of such notice from Tenant (or shall then have failed in good faith to start and be diligently pursuing the cure of any such default which reasonably takes longer than thirty (30) days to cure).

**16. Quiet Enjoyment.** Landlord agrees that if Tenant pays the Rent and other charges herein provided and shall perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, then Tenant shall, at all times during said Term, have the peaceable and quiet enjoyment and possession of the Demised Premises without any manner of hindrance from Landlord or any persons lawfully claiming through Landlord, except as to such portion of the Demised Premises or Real Property as shall be taken under the power of eminent domain or which may be claimed by any mortgagee of the Demised Premises of the Real Property.

**17. Miscellaneous.**

**A) Waivers.** No waiver of any condition or covenant in this Agreement by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of this Agreement.

**B) Subordination.** Tenant agrees that this Agreement and Tenant's interests hereunder shall be subordinate to any mortgage now or hereafter placed upon the Demised Premises or the Real Property or any one or more of them by Landlord and to any and all advances to be made thereunder and to all renewals, modifications, consolidations, replacements, substitutions, and extensions thereof.

**C) Notices and Certificates.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, by overnight courier service, via certified or registered mail, or by first class U.S. mail, postage prepaid, to Landlord and Tenant at the address as specified above, or to such other addresses which a party may designate in writing delivered to the other party for such purpose. Date of service of a notice served by mail shall be one business day following the date on which such notice is deposited in a post office box of the United States Postal Service.

**D) Relationship of Parties.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.

**E) Governing Law.** The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of New York, not including its conflicts of law provisions.

**F) Dispute Resolution.** Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

**G) Force Majeure.** In the event that either party shall be delayed or hindered in or prevented from doing or performing any act or thing required in this Agreement by reason of strikes, lock-outs, casualties, acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riot, insurrection, war, pandemics or other causes beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

**H) Complete Agreement.** This Agreement contains a complete expression of the agreement between the parties and there are no promises, representations or inducements except such as are herein provided.

**I) Successors in Interest.** The covenants, agreements, terms, conditions and warranties of this Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns, but shall create no rights in any other person except as may be specifically provided for herein.

No Further Text on This Page – Signature Page to Follow

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the first date written above.

<hr/> 159 Adams Ave. LLC		Mitchell Levine Member
<b>Landlord</b> Full Name	<b>Landlord Representative</b> Signature	<b>Landlord Representative</b> Name and Title
Global Food Solutions, Inc.		Michael Levine President
<b>Tenant</b> Full Name	<b>Tenant Representative</b> Signature	<b>Tenant Representative</b> Name and Title


# Certificate of Completion

## Summary

**Document ID :** 2737B1DA-QKASWPDBFCJP0L799V1ITRFWEMOJNJLQ9GC7CHNJMK5  
**Document Name :** 159 Adams Ave LLC. x Global Food Solutions\_LEASE for 131 Heartland Blvd  
**Sent by :** Michael Levine <mikelevine@globalfoodsolutions.co>  
**Organization :** Global Food Solutions  
131 Heartland Blvd,Edgewood,New York,USA 11717  
**Sent on :** Feb 15, 2024 21:39 EST  
**Completed on :** Feb 16, 2024 09:46 EST  
**Sign order :** Random  
**No. of documents :** 1

**Signers :** 2  
**Receives a copy :** 0  
**Approvers :** 0


## Recipients

 Mitchell Levine  
mlevine@afmnet.com  
|+1-6318047317

Signature  


**Emailed on :** Feb 15, 2024 21:39 EST  
**Viewed on :** Feb 16, 2024 09:46 EST  
**Terms agreed on :** Feb 16, 2024 09:45 EST  
**Signed on :** Feb 16, 2024 09:46 EST

**Sent via SMS on :** Feb 15, 2024 21:39 EST  
**Accessed from :** 170.250.150.148  
**Device used :** Mobile  
**Authentication type :** None

 Michael Levine  
mikelevine@globalfoodsolutions.co  
|+1-6313327754

Signature  


**Emailed on :** Feb 15, 2024 21:39 EST  
**Viewed on :** Feb 15, 2024 21:39 EST  
**Terms agreed on :** Feb 15, 2024 21:39 EST  
**Signed on :** Feb 15, 2024 21:39 EST

**Sent via SMS on :** Feb 15, 2024 21:39 EST  
**Accessed from :** 170.250.150.148  
**Device used :** Web  
**Authentication type :** None

# Legal Disclosure

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

Please read the following information carefully. By clicking the 'I agree' button, you agree that you have reviewed the following terms and conditions and consent to transact business electronically using Zoho Sign electronic signature system. If you do not agree to these terms, do not click the 'I agree' button.

### Electronic documents

Please note that Global Food Solutions ("we", "us" or "Company") will send all documents electronically to you to the email address that you have given us during the course of the business relationship unless you tell us otherwise in accordance with the procedure explained herein. Once you sign a document electronically, we will send a PDF version of the document to you.

### Request for paper copies

You have the right to request paper copies of these documents sent to you electronically from [mikelevine@globalfoodsolutions.co](mailto:mikelevine@globalfoodsolutions.co). Alternatively, you also have the ability to download and print these documents sent to you electronically, and re-upload a scanned copy of the printed and physically signed documents. If you, however, wish to request paper copies of these documents sent to you electronically, you can write back to the sender.

### Withdrawing your consent

At any point in time during the course of our business relationship, you have the right to withdraw your consent to receive documents in electronic format. If you wish to withdraw your consent, you can decline to sign a document that we have sent to you and send an email to [mikelevine@globalfoodsolutions.co](mailto:mikelevine@globalfoodsolutions.co) informing us that you wish to receive documents only in paper format. Upon request from you, we will stop sending documents using Zoho Sign electronic signature system.

### To advise Global Food Solutions of your new email address

If you need to change the email address that you use to receive notices and disclosures from us, write to us at [mikelevine@globalfoodsolutions.co](mailto:mikelevine@globalfoodsolutions.co)

### System requirements

Compatible with recent versions of popular browsers such as Chrome, Firefox, Safari, and Internet Explorer. Zoho Sign is also available on iOS and Android devices.

**UNANIMOUS WRITTEN CONSENT  
OF THE  
BOARD OF DIRECTORS  
OF  
GLOBAL FOOD SOLUTIONS, INC.  
January 1, 2024**

---

The undersigned, being all of the members of the Board of Directors (the “**Board**”) of Global Food Solutions, Inc., a New York corporation (the “**Corporation**”), hereby take the following actions and adopt the following resolutions by unanimous written consent in lieu of a meeting:

**WHEREAS**, the Board desires to approve, ratify, and confirm the appointment (or re-appointment, as applicable) of the following persons to the offices of the Corporation set forth next to their respective names:

<u>Name:</u>	<u>Office(s):</u>
Mitchell Levine	President
Michael Levine	President
Mitchell Levine	Secretary
Michael Levine	Treasurer

**NOW, THEREFORE, BE IT:**

**RESOLVED**, that the appointments (or re-appointments, as applicable) of the aforementioned individuals to the offices set forth opposite their names above, to serve until the earlier of their resignation or removal, or until their successors are duly elected and qualified be, and they hereby are, approved, ratified, and confirmed in all respects.

**RESOLVED**, that the proper officers of the Corporation be, and they hereby are, authorized and directed to take all such further action and to execute and deliver all such further agreements, instruments and documents in the name and on behalf of the Corporation and under its corporate seal or otherwise, and to pay all such expenses and taxes, as in their judgment shall be necessary, proper or advisable in order to carry out fully the intent and accomplish the purposes of the foregoing resolutions contained herein.

*[The remainder of the page is intentionally left blank; the signature page follows.]*

**IN WITNESS WHEREOF**, the undersigned have executed this Unanimous Written Consent of the Board of Directors as of the date first above written.

**BOARD OF DIRECTORS:**



---

Mitchell Levine



---

Michael Levine

*[Signature page to the Unanimous Written Consent of the Board of Directors of Global Food Solutions, Inc.]*


# Certificate of Completion

## Summary

**Document ID :** 2737B1DA-DR2ESZSBWCS8TV1X4X\_AWIBBHUUKI59NH08CUGV7XMW  
**Document Name :** Global Food Solutions, Inc. - UWC of Board (re Officers 2024)(8237201.1)  
**Sent by :** Michael Levine <mikelevine@globalfoodsolutions.co>  
**Organization :** Global Food Solutions  
131 Heartland Blvd,Edgewood,New York,USA 11717  
**Sent on :** Feb 15, 2024 21:40 EST  
**Completed on :** Feb 16, 2024 09:45 EST  
**Sign order :** Sequential  
**No. of documents :** 1

**Signers :** 2  
**Receives a copy :** 0  
**Approvers :** 0


## Recipients

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mikelevine@globalfoodsolutions.co  
|+1-6313327754

Signature  
*Michael Levine*

**Emailed on :** Feb 15, 2024 21:40 EST  
**Viewed on :** Feb 15, 2024 21:40 EST  
**Terms agreed on :** Feb 15, 2024 21:40 EST  
**Signed on :** Feb 15, 2024 21:40 EST

**Sent via SMS on :** Feb 15, 2024 21:40 EST  
**Accessed from :** 170.250.150.148  
**Device used :** Web  
**Authentication type :** None

 Mitchell Levine  
mlevine@afmnet.com  
|+1-6318047317

Signature  
*MLevine*

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# Legal Disclosure

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

Please read the following information carefully. By clicking the 'I agree' button, you agree that you have reviewed the following terms and conditions and consent to transact business electronically using Zoho Sign electronic signature system. If you do not agree to these terms, do not click the 'I agree' button.

### Electronic documents

Please note that Global Food Solutions ("we", "us" or "Company") will send all documents electronically to you to the email address that you have given us during the course of the business relationship unless you tell us otherwise in accordance with the procedure explained herein. Once you sign a document electronically, we will send a PDF version of the document to you.

### Request for paper copies

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### Withdrawing your consent

At any point in time during the course of our business relationship, you have the right to withdraw your consent to receive documents in electronic format. If you wish to withdraw your consent, you can decline to sign a document that we have sent to you and send an email to [mikelevine@globalfoodsolutions.co](mailto:mikelevine@globalfoodsolutions.co) informing us that you wish to receive documents only in paper format. Upon request from you, we will stop sending documents using Zoho Sign electronic signature system.

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### System requirements

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**UNANIMOUS WRITTEN CONSENT  
OF THE  
SHAREHOLDERS  
OF  
GLOBAL FOOD SOLUTIONS, INC.  
January 1, 2024**

---

The undersigned, being all of the Shareholders (the “**Shareholders**”) of Global Food Solutions, Inc., a New York corporation (the “**Corporation**”), hereby take the following actions and adopt the following resolutions by unanimous written consent in lieu of a meeting:

**WHEREAS**, the Shareholders desire to approve, ratify, and confirm that, as of the date hereof, the Board of Directors of the Corporation (the “**Board**”) is comprised of two (2) directors; and

**WHEREAS**, the Shareholders desire to approve, ratify, and confirm that, as of the date hereof, the following individuals constitute all of the members of the Board: Mitchell Levine and Michael Levine.

**NOW, THEREFORE, BE IT:**

**RESOLVED**, it is approved, ratified, and confirmed that, as of the date hereof, the number of directors constituting the Board is fixed at two (2).

**RESOLVED**, that Mitchell Levine and Michael Levine are hereby approved, ratified, and confirmed as the members of the Board, in each case, to serve until the earlier of his resignation or removal, or until his successor is duly elected and qualified, and they hereby are, approved, ratified, and confirmed in all respects.

**RESOLVED**, that the proper officers of the Corporation be, and they hereby are, authorized and directed to take all such further action and to execute and deliver all such further agreements, instruments and documents in the name and on behalf of the Corporation and under its corporate seal or otherwise, and to pay all such expenses and taxes, as in their judgment shall be necessary, proper or advisable in order to carry out fully the intent and accomplish the purposes of the foregoing resolutions contained herein.

*[The remainder of the page is intentionally left blank; the signature page follows.]*

**IN WITNESS WHEREOF**, the undersigned have executed this Unanimous Written Consent of the Shareholders as of the date first above written.

**SHAREHOLDERS:**



---

Mitchell Levine



---

Michael Levine

*[Signature page to the Unanimous Written Consent of the Shareholders of Global Food Solutions, Inc.]*


# Certificate of Completion

## Summary

**Document ID :** 2737B1DA-O-DW9ZM95KOULBO01VAMZPQR\_ME1SBFASUKI-WG\_Z08  
**Document Name :** Global Food Solutions, Inc. - UWC of Shareholders (re Board 2024)(8237191.1).pdf  
**Sent by :** Michael Levine <mikelevine@globalfoodsolutions.co>  
**Organization :** Global Food Solutions  
131 Heartland Blvd,Edgewood,New York,USA 11717  
**Sent on :** Feb 15, 2024 21:44 EST  
**Completed on :** Feb 16, 2024 09:45 EST  
**Sign order :** Random  
**No. of documents :** 1

**Signers :** 2  
**Receives a copy :** 0  
**Approvers :** 0

## Recipients


 Mitchell Levine  
mlevine@afmnet.com  
|+1-6318047317

Signature



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 Michael Levine  
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### System requirements

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**CORPORATE RESOLUTION OF  
GLOBAL FOOD SOLUTIONS, INC.**

**February 22, 2024**

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The undersigned, being all of the Shareholders (the “**Shareholders**”) of Global Food Solutions, Inc., a New York corporation (the “**Corporation**”) and being all of the members of the Board of Directors (the “**Board**”) of the Corporation, hereby take the following actions and adopt the following resolutions by unanimous written consent in lieu of a meeting:

**WHEREAS**, the Corporation is an affiliate of 159 Adams Ave. LLC (“**159 Adams**”)

**WHEREAS**, 159 Adams is acquiring certain real property located at 131 Heartland Blvd., Edgewood, NY 11717 (the “**Premises**”).

**WHEREAS**, in connection with its purchase of the Premises, 159 Adams is financing its acquisition of the Premises by entering into a \$5,350,000.00 loan (the “**Loan**”) made by JPMorgan Chase Bank, N.A. (the “**Lender**”) to 159 Adams, which will be evidenced by a Promissory Note in the principal amount of \$5,350,000.00 given by 159 Adams to the Lender (the “**Note**”).

**WHEREAS**, the Corporation will directly or indirectly benefit from 159 Adams purchasing the Premises and borrowing the Loan.

**WHEREAS**, as a condition of lending the Loan, the Lender is requiring the Corporation to guarantee the obligations of 159 Adams under the Note.

**WHEREAS**, the Corporation desires to guarantee the obligations of 159 Adams under the Note.

**NOW, THEREFORE, BE IT:**

**RESOLVED**, that the Corporation is hereby authorized to guarantee the obligations of 159 Adams under the Note, which shall be evidenced by a Guaranty executed by, *inter alia*, the Corporation (the “**Guaranty**”).

**FURTHER RESOLVED**, that the Corporation may execute such documents and instruments to evidence and secure such Loan as may be required by Lender, including, without limitation, the Guaranty, and such documents and instruments to be in such form and contain such terms, provisions, conditions, stipulations and agreements as any Officer (as hereinafter defined) and/or Authorized Signatory (as hereinafter defined) executing the same may deem proper and advisable; and that the Officers and Authorized Signatories are hereby authorized, individually, to execute and deliver such documents and instruments as such Officer/Authorized Signatory may deem proper and advisable, the execution of such documents and instruments by such Officer/Authorized Signatory shall be conclusive evidence that the terms and conditions of such

documents and instruments have been approved by such Officer/Authorized Signatory and by the Corporation.

**FURTHER RESOLVED**, that Mitchell Levine and Michael Levine (the “**Officers**” and each an “**Officer**”) are each hereby authorized, individually, as Officers of the Corporation, to execute and deliver and perform, any and all documents, notices and any other instruments, agreements, or certificates of any kind or nature whatsoever, and to take from time to time any other actions which such Officer shall in his/her discretion determine to be appropriate to effect the Guaranty. The execution and delivery of any document or instrument by such Officer shall constitute conclusive evidence that the terms and conditions contained in said documents or instruments have been determined to be appropriate by such Officer and by the Corporation.

**FURTHER RESOLVED**, that Howard M. Stein, Jodi S. Hoffman, Carrie C. Adduci, and George W. Peters (the “**Authorized Signatories**” and each an “**Authorized Signatory**”) are each hereby authorized, individually, as an Authorized Signatory of the Corporation, to execute and deliver and perform, any and all documents, notices and any other instruments, agreements, or certificates of any kind or nature whatsoever, and to take from time to time any other actions which such Authorized Signatory shall in his/her discretion determine to be appropriate to effect the Guaranty. The execution and delivery of any document or instrument by such Authorized Signatory shall constitute conclusive evidence that the terms and conditions contained in said documents or instruments have been determined to be appropriate by such Authorized Signatory and by the Corporation.

**FURTHER RESOLVED**, that any Officer and/or Authorized Signatory, on behalf of the Corporation, are hereby individually authorized to certify that these resolutions have been duly adopted and that they are in conformity with the Bylaws of the Corporation and any and all agreements by and between the Shareholders of the Corporation.

**FURTHER RESOLVED**, that all actions heretofore taken by the Officers and/or Authorized Signatories deemed by such Officer/Authorized Signatory to be advisable or convenient or necessary or proper to carry out the intent of the foregoing resolutions are hereby approved and ratified.

**FURTHER RESOLVED**, that the Officers and Authorized Signatories of the Corporation be, and they hereby are, authorized and directed to take all such further action and to execute and deliver all such further agreements, instruments, and documents in the name and on behalf of the Corporation and under its corporate seal or otherwise, and to pay all such expenses and taxes, as in their judgment shall be necessary, proper or advisable in order to carry out fully the intent and accomplish the purposes of the foregoing resolutions contained herein.

**FURTHER RESOLVED**, that this Corporate Resolution may be executed in one or more counterparts, which, when taken together, constitute one and the same fully executed instrument.

**FURTHER RESOLVED**, that signatures transmitted hereon via facsimile or other electronic image shall be deemed to be original signatures.

*[The remainder of the page is intentionally left blank; the signature page follows.]*

**IN WITNESS WHEREOF**, the undersigned have executed this Corporate Resolution as of the date first above written.

**SHAREHOLDERS:**



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**Mitchell Levine**



---

**Michael Levine**

**BOARD OF DIRECTORS:**



---

**Mitchell Levine**



---

**Michael Levine**

# Certificate of Completion

## Summary

**Document ID :** 2737B1DA-TGQI0FHM-JGLHY1IC\_BJU3T6G5VPPTYZWRMZ9LD8MAY

**Document Name :** Resolution - Global Food Solutions. - UWC of Shareholders & Board re Loan with Chase(8239363.1)

**Sent by :** Michael Levine <mikelevine@globalfoodsolutions.co>

**Organization :** Global Food Solutions  
131 Heartland Blvd,Edgewood,New York,USA 11717

**Sent on :** Feb 15, 2024 21:45 EST

**Signers :** 2

**Completed on :** Feb 16, 2024 09:44 EST


**Receives a copy :** 0

**Sign order :** Random

**Approvers :** 0

**No. of documents :** 1

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mlevine@afmnet.com  
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Signature



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**Device used :** Mobile

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# COMMERCIAL LEASE AGREEMENT

---

This Commercial Lease Agreement (this "Agreement") is made this 26 day of February, 2024, by and between 159 Adams Ave. LLC, an entity located at 131 Heartland Blvd., Edgewood, NY 11717 ("Landlord") and Global Food Solutions, Inc., an entity located at 131 Heartland Blvd., Edgewood, NY 11717 ("Tenant"). In consideration of the mutual covenants herein contained, the parties agree as follows:

**1. Demised Premises.** The premises leased shall consist of an industrial space in the building complex known as "131 Heartland Blvd." (the "Real Property") located at 131 Heartland Blvd, Edgewood, NY 11717 (the "Demised Premises").

**A) Size of Premises.** The Demised Premises consists of approximately thirty five (35) square feet and comprises approximately 100% of the total leasable area in the building or complex. The square footage of the Demised Premises shall be determined by measuring from the outside of all exterior walls to the centerline of any demising walls. Landlord's architect or building contractor may measure the Demised Premises to make a final determination of the size.

**B) Reserved Uses.** Landlord reserves to itself the use of the roof, exterior walls, and the area above and below the Demised Premises, together with the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires and structural elements leading through the Demised Premises and which serve either the Demised Premises or other parts of the building or complex.

**C) Common Area.** This Agreement and the Demised Premises does not include the use by Tenant of any Common Areas of the Real Property. The term "Common Area" shall mean all areas and improvements in the Real Property, which are not leased or held for lease to tenants.

**D) Parking Spaces.** Tenant, including its guests, employees, agents, and customers, has the right to use any parking space(s) located in the building parking lot on a reasonable non-exclusive first-come, first serve basis. Tenant accepts and understands that parking privileges granted are personal to the Tenant and such parking privileges may not be assigned or sublet. Tenant will not pay Landlord a fee for the use of such parking privileges.

**E) Storage Facilities.** Landlord agrees that during the term of this agreement, Tenant has the right to store personal property in the All at their own risk. Landlord will not be responsible for any loss, theft, or damage of items stored by the Tenant. Tenant will not pay Landlord for the use of such facilities.

**2. Agreement to Lease.** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, the Demised Premises according to the terms and conditions of this Agreement.

**3. Term of Lease.** The term of this Agreement shall commence on February 26, 2024 ("Commencement Date") and ending at midnight on February 25, 2034 ("Termination Date").

**A) Renewal.** Provided Tenant is not in default in the performance of this Agreement, Tenant shall have the option to renew this Agreement for an additional eight (8) year term(s) commencing on the Termination Date by providing notice as described in subsection B herein. All of the terms and conditions of this Agreement shall apply during each renewal term.

**B) Notice of Renewal.** The option to renew this lease pursuant to subsection A above shall be exercised by providing written notice given to Landlord not less than ninety (90) days prior to the Termination Date. If written notice is not given in the manner provided herein within the time specified, this option shall lapse and expire.

**4. Rental Terms.** With respect to the terms of the rental:

**A) Base Rent.** Tenant shall pay to Landlord, from the Commencement Date and throughout the term of this Agreement, \$45,000.00, payable on a monthly basis ("Base Rent"). Base Rent is due no later than the 1st day of the payment period. Base Rent is payable by check mailed to Landlord at the address stated above, or as otherwise agreed upon by the parties.

**B) Operating Cost.** Landlord shall pay all Operating Cost on the Real Property. "Operating Cost" means the total cost and expense incurred in operating, managing, insuring, equipping, lighting, repairing, maintaining and policing the Real Property, including the exterior of the Real Property and the common areas, and specifically including, without limitation, items of expense for or related to: insurance premiums and deductibles, management, bookkeeping.

**C) Taxes.** Landlord shall pay all real estate taxes and assessments levied against all or any part of the Demised Premises, the Real Property, and the improvements thereon.

**D) Payment of Rent.** Base Rent and Operating Cost under this Agreement may collectively be referred to as "Rent" or "Rents." All Rents shall be made payable to Landlord and delivered to the address stated above or to another address as Landlord may designate upon reasonable notice to Tenant.

**E) Partial Payments.** Any partial payments shall be applied to the earliest installment due, and no endorsement or statement on any check or any letter accompanying any check or payment as to same shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment and any other amounts then due or to pursue any other remedy of Landlord set forth in this Agreement.

**F) Past Due Payments.** If any amount due under this Agreement remains unpaid fifteen (15) days after it is due, a late charge equal to \$1,000.00 per day ("Late Charge"), not to exceed the maximum amount allowed by law, shall be paid by Tenant to Landlord until such time as Tenant is current on all amounts due Landlord (including all Late Charges). In the event Landlord receives a payment from Tenant which is returned for insufficient funds, Landlord may, without limiting Landlord's other remedies, charge Tenant a fee in the amount of \$250.00 to cover Landlord's overhead and administrative expenses and/or require that all payments thereafter be bank certified or cashier's

checks. In addition, all service charges from Tenant's financial institution due to non-sufficient funds shall be paid by Tenant.

**G) Security Deposit.** Tenant shall, at the time of executing this Agreement, deposit with Landlord as a security deposit the sum of \$45,000.00, which amount shall serve as security for the full performance of the obligations and covenants of Tenant under this Agreement. Such deposit shall not accrue interest for Tenant, shall not be considered a Rental payment, final or otherwise, and shall not be considered to limit or relieve Tenant from any obligation or liability to Landlord. In the event of a default by Tenant under the terms of this Agreement, Landlord may apply such deposit toward the cure of such default without notice to Tenant. Upon complete performance by Tenant of all its obligations under or with respect to this Agreement, any remaining portion of such deposit to which Tenant is entitled shall be refunded to Tenant. Landlord may transfer the security deposit to any purchaser of Landlord's interest in the Demised Premises, in which event Landlord shall be discharged from any further liability with respect to such deposit and Tenant will look solely to the purchaser of Landlord's interest for any return of said deposit.

**H) Holding Over.** If Tenant remains in possession of the Demised Premises after the expiration of the initial Lease Term or any renewal Term without the execution of a new lease, it shall be deemed to be a tenant from month-to-month, subject to all conditions, provisions and obligations of this Agreement insofar as the same are applicable to a month-to-month tenancy except that the Base Rent shall be sixty thousand (60000) times the Base Rent applicable immediately prior to the expiration of the Term.

**5. Use, Occupancy and Condition of Premises.** With respect to use and occupancy:

**A) Use and Occupancy.** Tenant shall use and occupy the Demised Premises for the commercial purpose of the tenant will use the premises for food manufacturing, assembly, storage, and distribution. and related activities. The Demised Premises shall be used for no other purpose without the advance written consent of Landlord. Tenant shall operate the Demised Premises in a clean and dignified manner and in compliance with all applicable laws, regulations, rules, and ordinances. Tenant shall provide its own janitorial services. Tenant shall use the Demised Premises for no unlawful purpose or act; shall commit or permit no waste or damage to the Demised Premises; shall, at Tenant's expense, comply with and obey all applicable laws, regulations, or orders of any governmental authority or agency; shall not do or permit anything to be done in or about the Demised Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Real Property; and shall comply with all the rules and requirements promulgated by Landlord with respect to the Real Property, as the same may be amended from time to time. Tenant agrees as follows:

I. All loading and unloading, delivery and shipping of goods shall be conducted in such areas and through the entrances designated by Landlord.

II. No window coverings, such as curtains, blinds or shades, shall be placed on the windows of Demised Premises unless approved by Landlord.

III. No smoking in the Demised Premises or within twenty (20) feet or any doorway.

**IV.** All garbage and refuse shall be kept in the size and kind of container, and in a location approved by Landlord. Tenant shall not burn any trash or garbage in or about the Real Property.

**V.** No aerial, loudspeaker, satellite dish, sound amplifier, equipment, displays, or advertising shall be erected on the roof or exterior walls of the Demised Premises, or on other areas of the Real Property without the prior written consent of Landlord.

**VI.** No loudspeaker, television, phonograph, juke-box, radio, or other device shall be used in a manner so as to be heard other than by persons who are within the Demised Premises without the prior written consent of Landlord.

**VII.** No activity will take place on the Demised Premises or common areas which shall cause any odor which can be smelled other than by persons who are within the Demised Premises.

**VIII.** Tenant shall keep the Demised Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

**IX.** Tenant shall not permit or place any obstructions or merchandise in any common areas, including but not limited to, corridors, all sidewalks in front of, on the side of, or in the back of the Demised Premises.

**X.** The plumbing facilities in the Demised Premises shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. Tenant shall be responsible for the proper and lawful disposal of all cooking grease used within the Demised Premises.

**XI.** Tenant shall keep all windows, window sills, window frames and exterior signs of the Demised Premises clean.

**XII.** No merchandise shall be stored in the Demised Premises except that which Tenant is selling in the normal course of business in, at, or from the Demised Premises.

**XIII.** No auctions or tent sales shall be held within the Demised Premises or on or within any portion of the Real Property, except with the prior written consent of Landlord.

**XIV.** Landlord shall have the right to prohibit the continued use by Tenant of any unethical or unfair method of business operation, advertising or interior display if, in Landlord's opinion, the continued use thereof would impair the reputation of the Real Property as a first class facility or is otherwise out of harmony with the general character thereof, and upon notice from Landlord shall forthwith refrain from or discontinue such activities.

**XV.** Tenant shall keep the Demised Premises (including without limitation, exterior and interior portions of all windows, doors and all other glass) in a neat, clean and sanitary condition, free of all insects, rodents, vermin and pests of every type and kind.

**XVI.** Tenant shall not use the Demised Premises for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors.

**XVII.** Tenant shall keep the entry ways and sidewalk/walkway in front of the Demised Premise clear of all debris, trash and litter, and shall keep the same swept, maintained and snow and ice removed therefrom.

**B) Environmental Restrictions.** Tenant shall not use the Demised Premises for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, substance or waste ("Hazardous Material"), and that the Demised Premises will be used only in compliance with any and all environmental laws, rules and regulations applicable thereto. Landlord shall have the right, but not the duty, to inspect the Demised Premises and conduct tests thereon should Landlord have a reasonable belief there is Hazardous Material on the Demised Premises. In the event tests indicate the presence of such Hazardous Material, and Tenant has not removed the Hazardous Material on demand, Landlord shall have the right to immediately enter the Demised Premises to remedy any contamination found thereon. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's business, but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss, or damage to Tenant's property or business caused thereby, provided such contamination is not caused by or the result of Landlord's actions, or the actions. If any lender or governmental agency shall ever require testing to ascertain whether there has been a release of Hazardous Material, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional Rent if such requirement arose because of Tenant's storage or use of Hazardous Material on the Demised Premises. Tenant shall execute affidavits, representations and the like from time to time, at Landlord's reasonable request, concerning Tenant's best actual knowledge and belief regarding the presence of any Hazardous Material on the Demised Premises or Tenant's intent to store or use Hazardous Material on the Demised Premises.

**C) Condition and Acceptance of Premises.** Tenant accepts the Demised Premises in their current condition and acknowledges that the Demised Premises is in good order and repair, unless otherwise indicated herein. By occupying the Demised Premises, Tenant shall be conclusively deemed to have accepted the Demised Premises as being in the condition required by this Agreement. If requested by Landlord, Tenant will sign a statement confirming the Commencement Date and ratifying acceptance of the Demised Premises. In addition, Tenant shall have a fourteen (14) day waiting period to discover any defects and shall notify Landlord immediately of the same.

**6. Property in Demised Premises.** With respect to the property:

**A) Right to Leasehold Improvements.** All leasehold improvements (other than Tenant's trade fixtures), such as light fixtures and heating and air conditioning equipment, shall, when installed, attached to the freehold and become and remain the property of Landlord. All Tenant's trade fixtures

shall remain the property of Tenant, subject at all times to any of Landlord's liens for Rental and other sums which may become due to Landlord under this Lease or otherwise. Tenant shall be allowed to remove all such trade fixtures upon termination of this Lease, provided that Tenant is not in default in any of the terms and provisions of this Lease.

**B) Risk and Loss of Tenant's Personal Property.** All of Tenant's personal property which may at any time be in the Demised Premises shall be at Tenant's sole risk, or at the risk of those claiming under Tenant. Landlord shall not be liable for any damage to said property or loss of business suffered by Tenant which may be caused by water from any source whatsoever including the bursting, overflowing, or leaking of sewer or steam pipes or from the heating or plumbing fixtures or from electric wires or from gas or odor or leaking of the fire suppression system.

**7. Repairs and Maintenance.** With respect to repair and maintenance obligations:

**A) Landlord's Obligation to Repair and Maintain.** Landlord shall be responsible for repairing and maintaining the Demised Premises in good condition and for making such modification or replacements thereof as may be necessary or required by law or ordinance, specifically for the following:

- Foundation and structural components of the building
- Exterior walls but excluding (windows, doors, window and door frames, plate glass)
- Roof, gutters and downspouts
- Parking lot
- Driveway
- Sidewalks

However, Tenant shall reimburse Landlord for any such maintenance, repairs, or replacements made necessary by any acts of Tenant. Landlord reserves and at all times shall have the right to enter the Demised Premises in any emergency and also during regular business hours upon advance written notice to inspect the same, and to repair the Demised Premises and any portion of the Real Property or Common Area, without abatement of Rent.

**B) Tenant's Obligation to Repair and Maintain.** All maintenance, repairs, or replacements relating to the Demised Premises which are not the obligation of Landlord shall be the obligation of Tenant and shall be made by Tenant at Tenant's sole cost and expense. Tenant shall keep and maintain the Demised Premises in good repair and order at all times. Tenant shall be responsible for the maintenance, repair and replacement of the following:

- Heating, ventilation and air conditioning systems
- Plumbing
- Electrical systems
- The replacement of all broken glass and cracked glass relating to the interior or exterior of the demised premises

**C) Remodeling.** Tenant shall not do the following:

**D) No Liens Permitted.** No person shall ever be entitled to any lien, directly or indirectly, derived through or under Tenant, or through or under any act or omission of Tenant, upon the Demised Premises, or any improvements now or hereafter situated thereon, or upon any insurance policies taken out upon the Demised Premises, or the proceeds thereof, for or on account of any labor or materials furnished to the Demised Premises, or for or on account of any matter or thing whatsoever; and nothing in this Agreement contained shall be construed to constitute a consent by Landlord to the creation of any lien. In the event that any such lien shall be filed, Tenant shall cause such lien to be released within sixty (60) days after actual notice of the filing thereof, or shall within such time certify to Landlord that Tenant has a valid defense to such claim and such lien and furnish to Landlord a bond, satisfactory to Landlord, indemnifying Landlord against the foreclosure of such lien. In addition to any other remedy herein granted, upon failure of Tenant to discharge such lien or to post a bond indemnifying Landlord against foreclosure of any such lien as above provided, Landlord, after notice to Tenant, may discharge such lien, and all expenditures and costs incurred thereby, with interest thereon, shall be payable as further Rent hereunder at the next Rent payment date.

**8. Insurance and Indemnification.** With respect to insurance and indemnification:

**A) Tenant's Public Liability and Property Damage Insurance.** Tenant shall purchase and maintain public liability and property damage insurance insuring against loss, cost and expense by reason of injury to or the death of persons or damage to or the destruction of property arising out of or in connection with the occupancy or use by Tenant, its employees, agents and assigns, of the Demised Premises and/or the Common Area, such insurance to include Landlord as an additional Insured, to be carried with an insurer and to have a minimum aggregate policy in the amount of no less than \$1,000,000.00 and a deductible no greater than \$2,000,000.00.

**B) Certificate of Insurance.** Tenant shall furnish to Landlord a certificate of insurance evidencing such coverage which provides that such policies may not be canceled on less than fourteen (14) days prior written notice to Landlord. Should Tenant fail to carry the insurance required herein and furnish Landlord with the policies or certificates of insurance after a request to do so, Landlord shall have the right to obtain such insurance and collect the cost thereof from Tenant as additional Rent.

**C) Landlord's Insurance.** Landlord shall keep the Real Property (but not the contents thereof or any personal property or trade or business fixtures of Tenant) insured against loss or damage by fire and other perils normally covered by standard all-risk insurance. Landlord may also maintain public liability, property damage, loss of rent, and such other coverage related to the Real Property as Landlord deems appropriate.

**D) Mutual Waiver of Subrogation.** If either party suffers loss or damage which is caused by the other party, but which is covered by the injured party's insurance, the injured party waives any claim it might have against the other party to the extent that it is compensated by the insurance required under this Agreement; and each party agrees to obtain from its insurer a provision and acknowledgement of this waiver and an agreement that the insurance carrier will not be subrogated to the rights of the injured party to the extent that these rights have been waived above.

**E) Mutual Hold Harmless.** It is agreed that Tenant shall defend, hold harmless and indemnify Landlord, its officers, agents and employees from any and all claims for injuries to persons or damage to the Demised Premises which result from the negligent acts or omissions of Tenant, its officers, agents or employees, in the performance of this Agreement. It is further agreed that Landlord shall defend, hold harmless and indemnify Tenant, its officers, agents and/or employees from any and all claims for injuries to persons and/or damage to the Demised Premises which result from the negligent acts or omissions of Landlord, its officers, agents and/or employees, in the performance of this Agreement. In the event of the concurrent negligence of Tenant and Landlord, then the liability for any and all claims for injuries or damages which arise out of the performance of the terms and conditions of this Agreement shall be apportioned in accordance with the law of the state in which the Real Property is located.

**9. Signs.** With respect to signs:

**A) Exterior Sign.** Tenant can install a sign acceptable to Landlord on the front of the Demised Premises, hereinafter referred to as "Exterior Sign" prior to opening for business. Tenant shall be solely responsible for the cost of fabrication, installation, and maintenance of the Exterior Sign. Landlord shall pre-approve signage package to be attached to the Lease for the duration of the Lease and all renewals thereof.

**10. Utility Services.** Commencing on the date on which Landlord delivers possession of the Demised Premises to Tenant, Tenant shall make payments for the following utilities based upon or in connection with the Demised Premises.

- Water
- Gas
- Heat
- Light
- Power
- Telephone
- Internet
- Sewage Disposal

In turn, Landlord will be responsible for making payments for the following utilities:

**11. Access, Surrender, and Assignment.** With respect to access, surrender, and assignment:

**A) Access.** Tenant shall permit Landlord to inspect or examine the Demised Premises during business hours upon advanced written notice or at any time without notice in the event of an emergency, and shall permit Landlord to enter and make such repairs, alterations, improvements, or additions in the Demised Premises or the Real Property of which the Demised Premises is a part, that Landlord may deem necessary.

**B) Surrender.** Tenant shall deliver and surrender to Landlord possession of the Demised Premises upon expiration of this Agreement, or upon earlier termination as herein provided, in as good condition and repair as the same shall be on the Commencement Date.

**C) Removal and Restoration.** Any and all trade fixtures and equipment installed by Tenant may be removed by Tenant at the termination of this Agreement, provided that Tenant shall not be in default in the performance of any of Tenant's obligations hereunder and provided that Tenant shall repair any and all damage caused to the Demised Premises by the removal of any such trade fixtures and equipment. Any property not so removed at the expiration of the Term hereof shall be deemed to have been abandoned by Tenant and may be retained or disposed by Landlord. Tenant shall not remove any leasehold improvements or non-trade fixtures and shall surrender the Demised Premises upon termination of the tenancy created by this Agreement in the same condition as the Demised Premises were required to have been in on the Commencement Date, ordinary wear and tear and damage by fire or other insured casualty excepted.

**D) Assignment and Subletting.** Tenant will not assign this Agreement as to any portion or all of the Demised Premises or make or permit any total or partial sublease or other transfer of any portion or all of the Demised Premises.

**12. Damage to Premises.** With respect to damage to the Premises:

**A) Substantial Damage.** In the event the Demised Premises or the Real Property of which the Demised Premises constitute a part shall be damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will equal or exceed 50% of the then replacement value thereof, then the parties may, at their option, within ninety (90) days after the occurrence of such casualty, terminate this Agreement upon written notice.

**B) Partial Damage.** In the event the Demised Premises or the Real Property of which the Demised Premises constitute a part shall be partially damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will be less than 50% of the then replacement value thereof, or in the event Landlord does not elect to terminate this Agreement as a result of substantial damage, then Landlord shall repair the damage with reasonable dispatch after notice of such casualty; provided, however, the Landlord's obligation to repair or restore shall not be limited to restoring the structural portions of the Demised Premises and shall include repairs or the restoration of any of Tenant's fixtures, improvements or other alterations made by Tenant in or upon the Demised Premises. Notwithstanding anything provided herein to the contrary, the Landlord's obligation to repair or rebuild shall be limited to the amount of the fire insurance proceeds received by Landlord (less any costs incurred by Landlord in collecting the same) as a result of any such casualty. In the event the fire insurance proceeds received by Landlord (less any costs incurred by Landlord in collecting the same) are insufficient to rebuild the Demised Premises and/or the Real Property, then Landlord shall have the option to terminate the Lease upon notice to Tenant within thirty (30) days after Landlord's receipt of the entire net insurance proceeds payable with respect to such fire or casualty.

**C) Rents Upon Damage or Destruction.** In the event this Agreement is terminated in the manner set forth above, the Rents shall be apportioned to the time of such casualty. In the event this Agreement

is not terminated and Landlord elects to restore or repair the Demised Premises, then the Rent payable by Tenant shall be equitably abated based on the square footage in the Demised Premises which are useable, until such time as the damage to the Demised Premises has been repaired; provided, however, in no event shall there be any abatement of the payment of any Operating Costs.

**13. Eminent Domain.** With respect to eminent domain:

**A) Condemnation of Demised Premises.** If the whole or any substantial part of the Demised Premises shall be taken or acquired by any public or quasi-public authority under the power or threat of eminent domain, for other than a temporary period, the Lease Term shall cease as of the day possession shall be taken by such public or quasi-public authority, and Tenant shall pay Rent up to that date with an appropriate refund by Landlord of any rent which may have been paid in advance for any period subsequent to the date possession is taken. In the event that during the term of this Agreement the Demised Premises, or any part thereof, or more than 1% of the Real Property or of the Common Area is taken by condemnation or right of eminent domain, or by private purchase in lieu thereof, this Agreement and the term hereby granted shall be terminable at Landlord's sole option and if Landlord so terminates then this Agreement shall expire on the date when possession shall be taken by the condemnor and the Base Rent herein reserved shall be apportioned and paid in full to that date and all prepaid Base Rent shall forthwith be repaid by Landlord to Tenant. In the event Landlord does not elect to cancel or terminate this Agreement as provided above, then Landlord shall rebuild and restore the Demised Premises as nearly as possible to their condition immediately prior to any such taking and this Agreement shall continue in full force and effect except that, during such restoration, the Base Rent payable pursuant to the terms of this Agreement shall be equitably apportioned in the proportion that the square footage of the part of the Demised Premises so taken bears to the total square footage of the Demised Premises immediately prior to such taking; provided, however, in no event shall there be any abatement of the payment of any Operating Costs, provided further, however, the Landlord's obligations to restore or rebuild shall be limited to an amount which does not exceed the proceeds obtained from such taking (less expenses incurred in collecting the same). Notwithstanding the foregoing, in the event the net condemnation award received by Landlord is insufficient to restore or rebuild the structural portions of the Demised Premises the Landlord shall have the option within one (1) days after Landlord's receipt of the net condemnation, to cancel and terminate this Agreement, and Tenant shall be limited to consequential damages only.

**B) Condemnation Award.** All compensation awarded or paid upon any total or partial taking of the Demised Premises shall belong to and be the property of the Landlord. Nothing herein shall prevent Tenant from pursuing a separate award from the condemning authority for its moving expenses or for the taking of its personal property, as long as Tenant's award does not reduce Landlord's award from the condemning authority.

**14. Insolvency and Bankruptcy.** The appointment of a receiver to take possession of all or substantially all of the assets of Tenant or any of the persons constituting Tenant, or an assignment by Tenant or any of the persons constituting Tenant for benefit of creditors or any action taken or suffered by Tenant or any of the persons constituting Tenant under any insolvency, bankruptcy, or reorganization act, shall constitute a breach of this Agreement by Tenant. In no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in

no event shall this Agreement or any rights or privileges hereunder be an asset of Tenant or any of the persons constituting Tenant under any bankruptcy, insolvency, or reorganization proceedings.

**15. Default.** With respect to default:

**A) Rights in Event of Default of Tenant.** If Tenant shall abandon or vacate the Leased Premises or fail to pay Rent at the time prescribed in this Agreement, or if after thirty (30) days written notice from Landlord, Tenant shall fail to cure any other default in the performance of its obligations under this Agreement (unless Tenant is then proceeding in good faith to cure such default and continues to do so until the default is cured), then, in addition to any other rights or remedies Landlord may have by law or otherwise, Landlord shall have the right to re-enter and take possession of the Demised Premises without legal process and remove all persons and property therefrom. Should Landlord elect to re-enter as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may terminate Tenant's rights under this Agreement, re-let the Demised Premises or any part thereof for such term and at such rent and upon such other terms and conditions as Landlord in the exercise of Landlord's sole discretion may deem advisable, with the right to make alterations and repairs to the Demised Premises. Upon each such re-letting, Tenant immediately shall be liable for payment to Landlord of any indebtedness of Tenant (other than Rent due hereunder), the cost and expense of such re-letting, and of such alterations and repairs incurred by Landlord, and the amount, if any, by which the Rent reserved in this Agreement, which are Tenant's responsibility under the provisions of this Agreement for the period of such re-letting, exceeds the amount agreed to be paid as rent by the new tenant for the Demised Premises for such period of such re-letting.

**B) Costs and Payment of Rents.** Should Tenant at any time be in default under this Agreement, Tenant shall be liable for all costs Landlord may incur on account of such default, including the cost of recovering the Demised Premises, any and all attorney fees and court costs relating thereto. In addition, should Landlord at any time terminate this Agreement and Tenant's rights under this Agreement for any default, in addition to any other remedy Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such default, and including the Rent reserved and charged in this Agreement for the remainder of the Term discounted to present value, less the present rental value of the Demised Premises for the rest of the Term (discounted in the same manner), all of which amounts shall be immediately due and payable with attorney fees from Tenant to Landlord and without relief from valuation, and Landlord shall have no obligation to re-let. Tenant's liability for the default damages and/or re-letting costs shall survive any termination of this Agreement.

**C) Right of Removal of Tenant's Property.** Landlord shall have the right to remove all or any part of Tenant's property from the Demised Premises. Any property removed may be either: (a) Stored in any public warehouse or elsewhere at the cost of, and for the account of, Tenant and Landlord shall not be responsible for the care or safekeeping thereof; or (b) sold at a private or public sale and the proceeds of such sale, after sale expenses, shall be used to offset any Rent due to Landlord. Tenant hereby waives any and all loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts.

**D) Default of Landlord.** Landlord shall in no event be charged with default in the performance of its obligation under this Agreement unless and until Landlord shall have received written notice from Tenant specifying wherein Landlord has failed to perform any obligation hereunder, and Landlord shall have failed to perform such obligation, or remedy such default, within thirty (30) days of such notice from Tenant (or shall then have failed in good faith to start and be diligently pursuing the cure of any such default which reasonably takes longer than thirty (30) days to cure).

**16. Quiet Enjoyment.** Landlord agrees that if Tenant pays the Rent and other charges herein provided and shall perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, then Tenant shall, at all times during said Term, have the peaceable and quiet enjoyment and possession of the Demised Premises without any manner of hindrance from Landlord or any persons lawfully claiming through Landlord, except as to such portion of the Demised Premises or Real Property as shall be taken under the power of eminent domain or which may be claimed by any mortgagee of the Demised Premises of the Real Property.

**17. Miscellaneous.**

**A) Waivers.** No waiver of any condition or covenant in this Agreement by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of this Agreement.

**B) Subordination.** Tenant agrees that this Agreement and Tenant's interests hereunder shall be subordinate to any mortgage now or hereafter placed upon the Demised Premises or the Real Property or any one or more of them by Landlord and to any and all advances to be made thereunder and to all renewals, modifications, consolidations, replacements, substitutions, and extensions thereof.

**C) Notices and Certificates.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, by overnight courier service, via certified or registered mail, or by first class U.S. mail, postage prepaid, to Landlord and Tenant at the address as specified above, or to such other addresses which a party may designate in writing delivered to the other party for such purpose. Date of service of a notice served by mail shall be one business day following the date on which such notice is deposited in a post office box of the United States Postal Service.

**D) Relationship of Parties.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.

**E) Governing Law.** The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of New York, not including its conflicts of law provisions.

**F) Dispute Resolution.** Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

**G) Force Majeure.** In the event that either party shall be delayed or hindered in or prevented from doing or performing any act or thing required in this Agreement by reason of strikes, lock-outs, casualties, acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riot, insurrection, war, pandemics or other causes beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

**H) Complete Agreement.** This Agreement contains a complete expression of the agreement between the parties and there are no promises, representations or inducements except such as are herein provided.

**I) Successors in Interest.** The covenants, agreements, terms, conditions and warranties of this Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns, but shall create no rights in any other person except as may be specifically provided for herein.

No Further Text on This Page – Signature Page to Follow

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the first date written above.

<hr/> 159 Adams Ave. LLC		Mitchell Levine Member
<b>Landlord</b> Full Name	<b>Landlord Representative</b> Signature	<b>Landlord Representative</b> Name and Title
Global Food Solutions, Inc.		Michael Levine CEO
<b>Tenant</b> Full Name	<b>Tenant Representative</b> Signature	<b>Tenant Representative</b> Name and Title

# Certificate of Completion

## Summary

**Document ID :** 2737B1DA-QKASWPDBFCJP0L799V1ITRFWEMOJNJLQ9GC7CHNJMKS

**Document Name :** 159 Adams Ave LLC. x Global Food Solutions\_LEASE for 131 Heartland Blvd

**Sent by :** Michael Levine <mikelevine@globalfoodsolutions.co>

**Organization :** Global Food Solutions  
131 Heartland Blvd,Edgewood,New York,USA 11717

**Sent on :** Feb 15, 2024 21:39 EST

**Signers :** 2

**Completed on :** Feb 16, 2024 09:46 EST

**Receives a copy :** 0

**Sign order :** Random

**Approvers :** 0

**No. of documents :** 1

## Recipients



Mitchell Levine  
mlevine@afmnet.com  
|+1-6318047317

Signature



**Emailed on :** Feb 15, 2024 21:39 EST

**Sent via SMS on :** Feb 15, 2024 21:39 EST

**Viewed on :** Feb 16, 2024 09:46 EST

**Accessed from :** 170.250.150.148

**Terms agreed on :** Feb 16, 2024 09:45 EST

**Device used :** Mobile

**Signed on :** Feb 16, 2024 09:46 EST

**Authentication type :** None



Michael Levine  
mikelevine@globalfoodsolutions.co  
|+1-6313327754

Signature



**Emailed on :** Feb 15, 2024 21:39 EST

**Sent via SMS on :** Feb 15, 2024 21:39 EST

**Viewed on :** Feb 15, 2024 21:39 EST

**Accessed from :** 170.250.150.148

**Terms agreed on :** Feb 15, 2024 21:39 EST

**Device used :** Web

**Signed on :** Feb 15, 2024 21:39 EST

**Authentication type :** None

## Legal Disclosure

### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

Please read the following information carefully. By clicking the 'I agree' button, you agree that you have reviewed the following terms and conditions and consent to transact business electronically using Zoho Sign electronic signature system. If you do not agree to these terms, do not click the 'I agree' button.

#### Electronic documents

Please note that Global Food Solutions ("we", "us" or "Company") will send all documents electronically to you to the email address that you have given us during the course of the business relationship unless you tell us otherwise in accordance with the procedure explained herein. Once you sign a document electronically, we will send a PDF version of the document to you.

#### Request for paper copies

You have the right to request paper copies of these documents sent to you electronically from [mikelevine@globalfoodsolutions.co](mailto:mikelevine@globalfoodsolutions.co). Alternatively, you also have the ability to download and print these documents sent to you electronically, and re-upload a scanned copy of the printed and physically signed documents. If you, however, wish to request paper copies of these documents sent to you electronically, you can write back to the sender.

#### Withdrawing your consent

At any point in time during the course of our business relationship, you have the right to withdraw your consent to receive documents in electronic format. If you wish to withdraw your consent, you can decline to sign a document that we have sent to you and send an email to [mikelevine@globalfoodsolutions.co](mailto:mikelevine@globalfoodsolutions.co) informing us that you wish to receive documents only in paper format. Upon request from you, we will stop sending documents using Zoho Sign electronic signature system.

#### To advise Global Food Solutions of your new email address

If you need to change the email address that you use to receive notices and disclosures from us, write to us at [mikelevine@globalfoodsolutions.co](mailto:mikelevine@globalfoodsolutions.co)

#### System requirements

Compatible with recent versions of popular browsers such as Chrome, Firefox, Safari, and Internet Explorer. Zoho Sign is also available on iOS and Android devices.

**UNANIMOUS WRITTEN CONSENT  
OF THE  
BOARD OF DIRECTORS  
OF  
GLOBAL FOOD SOLUTIONS, INC.  
January 1, 2024**

---

The undersigned, being all of the members of the Board of Directors (the “**Board**”) of Global Food Solutions, Inc., a New York corporation (the “**Corporation**”), hereby take the following actions and adopt the following resolutions by unanimous written consent in lieu of a meeting:

**WHEREAS**, the Board desires to approve, ratify, and confirm the appointment (or re-appointment, as applicable) of the following persons to the offices of the Corporation set forth next to their respective names:

<u>Name:</u>	<u>Office(s):</u>
Mitchell Levine	President
Michael Levine	CEO
Mitchell Levine	Secretary
Michael Levine	Treasurer

**NOW, THEREFORE, BE IT:**

**RESOLVED**, that the appointments (or re-appointments, as applicable) of the aforementioned individuals to the offices set forth opposite their names above, to serve until the earlier of their resignation or removal, or until their successors are duly elected and qualified be, and they hereby are, approved, ratified, and confirmed in all respects.

**RESOLVED**, that the proper officers of the Corporation be, and they hereby are, authorized and directed to take all such further action and to execute and deliver all such further agreements, instruments and documents in the name and on behalf of the Corporation and under its corporate seal or otherwise, and to pay all such expenses and taxes, as in their judgment shall be necessary, proper or advisable in order to carry out fully the intent and accomplish the purposes of the foregoing resolutions contained herein.

*[The remainder of the page is intentionally left blank; the signature page follows.]*

**IN WITNESS WHEREOF**, the undersigned have executed this Unanimous Written Consent of the Board of Directors as of the date first above written.

**BOARD OF DIRECTORS:**



---

Mitchell Levine



---

Michael Levine

*[Signature page to the Unanimous Written Consent of the Board of Directors of Global Food Solutions, Inc.]*

# Certificate of Completion

## Summary

**Document ID :** 2737B1DA-LXJR13JUNESNJYK6NTZZG0WLC778DUBRLVNH0OSIC5I

**Document Name :** Global Food Solutions, Inc. - UWC of Board (re Officers 2024)(8237201.1)

**Sent by :** Michael Levine <mikelevine@globalfoodsolutions.co>

**Organization :** Global Food Solutions  
131 Heartland Blvd,Edgewood,New York,USA 11717

**Sent on :** Feb 16, 2024 07:40 EST

**Signers :** 2

**Completed on :** Feb 16, 2024 09:47 EST


**Receives a copy :** 0

**Sign order :** Sequential

**Approvers :** 0

**No. of documents :** 1

## Recipients

 Michael Levine  
mikelevine@globalfoodsolutions.co  
|+1-6313327754

Signature

*Michael Levine*

**Emailed on :** Feb 16, 2024 07:40 EST

**Sent via SMS on :** Feb 16, 2024 07:40 EST

**Viewed on :** Feb 16, 2024 07:40 EST


**Accessed from :** 170.250.150.148

**Terms agreed on :** Feb 16, 2024 07:40 EST

**Device used :** Web

**Signed on :** Feb 16, 2024 07:40 EST

**Authentication type :** None

 Mitchell Levine  
mlevine@afmnet.com  
|+1-6318047317

Signature

*M Levine*

**Emailed on :** Feb 16, 2024 07:40 EST

**Sent via SMS on :** Feb 16, 2024 07:40 EST

**Viewed on :** Feb 16, 2024 09:46 EST

**Accessed from :** 170.250.150.148

**Terms agreed on :** Feb 16, 2024 09:43 EST

**Device used :** Mobile

**Signed on :** Feb 16, 2024 09:47 EST

**Authentication type :** None

# Legal Disclosure

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

Please read the following information carefully. By clicking the 'I agree' button, you agree that you have reviewed the following terms and conditions and consent to transact business electronically using Zoho Sign electronic signature system. If you do not agree to these terms, do not click the 'I agree' button.

### Electronic documents

Please note that Global Food Solutions ("we", "us" or "Company") will send all documents electronically to you to the email address that you have given us during the course of the business relationship unless you tell us otherwise in accordance with the procedure explained herein. Once you sign a document electronically, we will send a PDF version of the document to you.

### Request for paper copies

You have the right to request paper copies of these documents sent to you electronically from [mikelevine@globalfoodsolutions.co](mailto:mikelevine@globalfoodsolutions.co). Alternatively, you also have the ability to download and print these documents sent to you electronically, and re-upload a scanned copy of the printed and physically signed documents. If you, however, wish to request paper copies of these documents sent to you electronically, you can write back to the sender.

### Withdrawing your consent

At any point in time during the course of our business relationship, you have the right to withdraw your consent to receive documents in electronic format. If you wish to withdraw your consent, you can decline to sign a document that we have sent to you and send an email to [mikelevine@globalfoodsolutions.co](mailto:mikelevine@globalfoodsolutions.co) informing us that you wish to receive documents only in paper format. Upon request from you, we will stop sending documents using Zoho Sign electronic signature system.

### To advise Global Food Solutions of your new email address

If you need to change the email address that you use to receive notices and disclosures from us, write to us at [mikelevine@globalfoodsolutions.co](mailto:mikelevine@globalfoodsolutions.co)

### System requirements

Compatible with recent versions of popular browsers such as Chrome, Firefox, Safari, and Internet Explorer. Zoho Sign is also available on iOS and Android devices.