Commercial Lease Agreement

Brookstone Properties LLC

and

The Social Bean Café Inc.

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1. PARTIES
   1. This Commercial Lease Agreement ("Agreement") is entered into between:
      1. Brookstone Properties LLC ("Landlord"), a limited liability company duly registered and operating under the laws of New York, with its principal address at 845 Lexington Avenue, New York, NY 10065; and
      2. The Social Bean Café Inc. ("Tenant"), a corporation duly registered and operating under the laws of New York, with its principal address at 223 Bedford Avenue, Brooklyn, NY 11211.
   2. The Landlord and Tenant may be referred to individually as a "Party" or collectively as the "Parties" in this Agreement.
2. DEFINITIONS
   1. **"Additional Rent"** means the Tenant’s proportionate share (25%) of the building’s annual real estate taxes, common area maintenance (CAM) charges, and building insurance (excluding the Landlord’s profit), as detailed in Clause 7.
   2. **"Agreement"** means this Commercial Lease Agreement, including all schedules, annexures, and amendments, as executed by the Landlord and Tenant.
   3. **"Base Rent"** means the fixed monthly rent payable by the Tenant, commencing at $9,800 per month in Year 1 and escalating by 3% annually thereafter, as specified in Clause 7.
   4. **"BOMA"** means the Building Owners and Managers Association retail measurement standards used to determine the rentable square footage of the Premises.
   5. **"CAM"** means Common Area Maintenance charges, including costs incurred by the Landlord for the operation, maintenance, and repair of shared areas of the building, as further defined in Clause 7.
   6. **"Commencement Date"** means February 1, 2025, the date on which the Lease Term begins.
   7. **"Force Majeure"** means any event beyond the reasonable control of a party, including but not limited to natural disasters, strikes, governmental actions, or pandemics, as further defined in Clause 19.
   8. **"Improvements"** means any alterations, additions, or modifications made to the Premises by the Tenant, whether structural or non-structural, subject to the conditions set forth in Clause 11.
   9. **"Landlord"** means Brookstone Properties LLC, a limited liability company duly registered and operating under the laws of New York, with its principal address at 845 Lexington Avenue, New York, NY 10065.
   10. **"Lease Term"** means the initial 5-year period from February 1, 2025, to January 31, 2030, including any exercised Renewal Option under Clause 6.
   11. **"Premises"** means the ground floor retail unit located at 143 Spring Street, SoHo, New York, NY 10012, comprising approximately 1,400 rentable square feet as measured under BOMA standards.
   12. **"Renewal Option"** means the Tenant’s right to extend the Lease Term for one additional 5-year period under the terms set forth in Clause 6.
   13. **"Security Deposit"** means the sum of $19,600, equivalent to two months’ Base Rent for Year 1, held by the Landlord as security for the Tenant’s obligations under this Agreement, as detailed in Clause 8.
   14. **"Tenant"** means The Social Bean Café Inc., a corporation duly registered and operating under the laws of New York, with its principal address at 223 Bedford Avenue, Brooklyn, NY 11211.
   15. **"Use Restrictions"** means the permitted use of the Premises as a coffee shop with limited ancillary food service, excluding full commercial kitchens or grease-heavy cooking, as specified in Clause 5.
3. INTERPRETATION
   1. In this Agreement, unless the context otherwise requires:
      1. Defined terms shall have the meanings ascribed to them in Clause 2 and shall apply throughout this Agreement;
      2. Headings are for convenience only and shall not affect the interpretation of this Agreement;
      3. References to clauses are to clauses of this Agreement;
      4. Words importing the singular include the plural and vice versa;
      5. References to persons include natural persons, corporate or unincorporated bodies;
      6. References to any statute or statutory provision include any modification or re-enactment of it;
      7. Any obligation not to do something includes an obligation not to allow that thing to be done.
4. PREAMBLE
   1. This Agreement constitutes a commercial lease of the Premises by the Landlord to the Tenant for the Lease Term, subject to the terms and conditions herein.
   2. The Premises shall be used by the Tenant solely in accordance with the Use Restrictions and for no other purpose without the Landlord’s prior written consent, and the Tenant shall comply with all applicable laws, regulations, and zoning requirements.
   3. The Parties acknowledge that the recitals in this Preamble are for contextual purposes only and do not form part of the operative obligations unless expressly incorporated elsewhere in this Agreement.
5. DESCRIPTION OF PREMISES
   1. The Landlord leases to the Tenant, and the Tenant leases from the Landlord, the Premises located at 143 Spring Street, SoHo, New York, NY 10012, as more particularly described in this Clause 5.
   2. The Premises consist of approximately 1,400 rentable square feet of ground floor retail space, measured in accordance with BOMA standards, including the Tenant’s proportionate share of common areas.
   3. The Tenant shall use the Premises solely for the operation of a coffee shop with limited ancillary food service, subject to the Use Restrictions, and for no other purpose without the Landlord’s prior written consent.
   4. The Tenant acknowledges that it has inspected the Premises and accepts them in their current condition, subject to any improvements or alterations made in accordance with Clause 11.
6. LEASE TERM AND RENEWAL OPTION
   1. The initial Lease Term shall commence on the Commencement Date (February 1, 2025) and shall continue for a period of five (5) years, terminating on January 31, 2030, unless earlier terminated in accordance with this Agreement.
   2. The Tenant shall have one (1) Renewal Option to extend the Lease Term for an additional five (5) years, subject to the following conditions:
      1. The Tenant must provide written notice of its intent to exercise the Renewal Option no later than six (6) months prior to the expiration of the initial Lease Term;
      2. The Base Rent for the renewal term shall be the then-current fair market rent for comparable retail premises in the same geographic area, as mutually agreed by the Parties or, failing agreement, determined by a qualified independent appraiser appointed jointly by the Parties;
      3. All other terms and conditions of this Agreement shall remain in full force and effect during the renewal term, except as otherwise agreed in writing by the Parties.
   3. Time shall be of the essence with respect to the exercise of the Renewal Option and the determination of the renewal Base Rent.
7. RENT, ADDITIONAL RENT, AND ESCALATION PROVISIONS
   1. The Tenant shall pay to the Landlord the Base Rent of $9,800 per month during Year 1 of the Lease Term, payable in advance on the first day of each calendar month.
   2. The Base Rent shall increase by three percent (3%) annually on each anniversary of the Commencement Date, such that:
      1. Year 2 Base Rent shall be $10,094 per month;
      2. Year 3 Base Rent shall be $10,397 per month;
      3. Year 4 Base Rent shall be $10,709 per month;
      4. Year 5 Base Rent shall be $11,030 per month.
   3. In addition to the Base Rent, the Tenant shall pay Additional Rent consisting of:
      1. Twenty-five percent (25%) of the building's annual real estate taxes;
      2. Twenty-five percent (25%) of the building's annual CAM charges; and
      3. Twenty-five percent (25%) of the building's annual insurance (excluding the Landlord's profit).
   4. The Landlord shall provide the Tenant with an annual statement itemizing the Additional Rent components by January 31 of each year. Any estimated shortfall shall be paid within thirty (30) days, with overpayments credited against future Additional Rent.
   5. All rent payments shall be made in lawful money of the United States by electronic transfer to the Landlord's designated bank account, without deduction or set-off. If a payment date falls on a weekend or public holiday, payment shall be due on the immediately preceding business day.
   6. The Tenant may, at its own expense, audit the Landlord's records relating to Additional Rent once annually within sixty (60) days of receiving the annual statement. If the audit reveals an overcharge of five percent (5%) or more, the Landlord shall bear the reasonable cost of the audit.
8. SECURITY DEPOSIT
   1. The Tenant shall deposit with the Landlord the Security Deposit of $19,600 upon execution of this Agreement, which amount equals two (2) months' Base Rent for Year 1.
   2. The Security Deposit shall be held by the Landlord as security for the faithful performance by the Tenant of all obligations under this Agreement, including but not limited to payment of rent, repair of damages beyond normal wear and tear, and compliance with all terms herein.
   3. The Landlord may, but shall not be obligated to, commingle the Security Deposit with other funds. The Landlord may apply all or part of the Security Deposit to remedy any default by the Tenant after providing written notice and expiration of applicable cure periods under Clause 9.
   4. The Tenant shall replenish any applied portion of the Security Deposit within ten (10) days of written demand.
   5. Within thirty (30) days after the expiration or earlier termination of the Lease Term, provided the Tenant has vacated the Premises and fulfilled all obligations hereunder, the Landlord shall return the Security Deposit less any properly deducted amounts, with an itemized statement of deductions if any.
   6. The Security Deposit shall not bear interest unless required by applicable law, in which case it shall be held in a separate interest-bearing account with any interest accruing to the Landlord.
   7. The Tenant shall not assign or encumber the Security Deposit, and any attempted assignment or encumbrance shall be void.
9. LATE PAYMENT, GRACE PERIOD, AND DEFAULT
   1. If any installment of Base Rent or Additional Rent is not received by the Landlord within five (5) calendar days after its due date, the Tenant shall pay a late fee equal to five percent (5%) of the overdue amount.
   2. The Tenant shall be in default under this Agreement if:
      1. Any rent remains unpaid for more than ten (10) days after written notice from the Landlord; or
      2. The Tenant fails to perform any other material obligation under this Agreement for thirty (30) days after written notice specifying the breach (or if the breach cannot reasonably be cured within thirty (30) days, fails to commence cure within such period and diligently pursue it to completion).
   3. Upon any uncured default, the Landlord may, in addition to any other remedies available at law or in equity:
      1. Terminate this Agreement and recover possession of the Premises;
      2. Recover all accrued and unpaid rent and other charges;
      3. Apply the Security Deposit as provided in Clause 8;
      4. Recover any damages, including reasonable attorneys' fees and costs incurred in enforcing its rights; and
      5. Recover the cost of reletting the Premises.
   4. The Landlord's acceptance of late or partial payments shall not constitute a waiver of any default or the Landlord's remedies.
   5. The Tenant's obligation to pay rent shall not be affected by any dispute regarding Additional Rent charges, provided the undisputed portion is paid when due.
10. REPAIRS AND MAINTENANCE RESPONSIBILITIES
    1. The Landlord shall be responsible for maintaining and repairing, at its sole cost and expense, the structural components of the Premises, including:
       1. The roof, exterior walls, and foundation;
       2. The structural integrity of load-bearing walls and floors; and
       3. The replacement (but not routine maintenance) of the HVAC system serving the Premises.
    2. The Tenant shall be responsible for maintaining and repairing, at its sole cost and expense, all non-structural components of the Premises, including:
       1. Interior walls, ceilings, and floor coverings;
       2. Plumbing fixtures, lighting fixtures, and electrical systems serving the Premises (excluding main service lines);
       3. Doors, windows, and interior glass; and
       4. All trade fixtures, equipment, and Improvements installed by the Tenant.
    3. Each party shall promptly notify the other in writing of any required repairs falling within the other party's responsibility under this Clause 10.
    4. The Tenant shall maintain the Premises in good and tenantable condition, reasonable wear and tear excepted, and in compliance with all applicable laws, ordinances, and regulations.
    5. The Landlord shall have the right to enter the Premises upon reasonable notice (except in emergencies) to inspect or perform its maintenance obligations under this Clause 10.
11. IMPROVEMENTS AND ALTERATIONS
    1. The Tenant may make non-structural Improvements to the Premises costing less than $10,000 in any twelve-month period without the Landlord's prior written consent, provided such Improvements:
       1. Comply with all applicable laws, codes, and regulations;
       2. Do not affect the structural integrity or mechanical systems of the building;
       3. Are consistent with the Use Restrictions; and
       4. Do not reduce the value or utility of the Premises.
    2. Any structural alterations or Improvements exceeding $10,000 in cost, or affecting mechanical, electrical, or plumbing systems, shall require the Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.
    3. All Improvements shall be performed:
       1. By licensed contractors approved by the Landlord (such approval not to be unreasonably withheld);
       2. In a good and workmanlike manner using materials of comparable quality to existing finishes;
       3. Without creating any liens on the Premises; and
       4. In compliance with all building codes, zoning laws, and insurance requirements.
    4. Unless otherwise agreed in writing:
       1. All Improvements shall become the property of the Landlord upon installation and shall remain upon the Premises at the expiration or earlier termination of the Lease Term, without compensation to the Tenant; and
       2. The Tenant may remove its trade fixtures, equipment, and movable furniture, provided such removal does not damage the Premises.
    5. The Tenant shall obtain all necessary permits and approvals for any Improvements at its sole cost and provide copies to the Landlord prior to commencement of work.
    6. The Tenant shall indemnify and hold the Landlord harmless from any claims, damages, or liabilities arising from the design, construction, or installation of any Improvements.
12. INSURANCE, INDEMNITY, AND WAIVER OF SUBROGATION
    1. The Tenant shall maintain throughout the Lease Term:
       1. Commercial general liability insurance covering the Premises and the Tenant's operations, with limits of not less than $2,000,000 per occurrence for bodily injury and property damage;
       2. Property insurance covering all of the Tenant's Improvements, trade fixtures, equipment, and inventory located at the Premises, in an amount equal to full replacement value; and
       3. Workers' compensation insurance as required by law if the Tenant employs staff.
    2. All insurance policies required under this Clause 12 shall:
       1. Name the Landlord as an additional insured with respect to liability coverage;
       2. Be issued by insurers with a minimum A.M. Best rating of A-VII;
       3. Provide that the policies may not be canceled or materially altered without thirty (30) days' prior written notice to the Landlord; and
       4. Provide primary coverage without right of contribution from any insurance maintained by the Landlord.
    3. The Tenant shall deliver certificates of insurance to the Landlord upon execution of this Agreement and annually thereafter at least thirty (30) days prior to policy expiration.
    4. Each party hereby waives all rights of recovery against the other for loss or damage to its property to the extent such loss or damage is covered by insurance required under this Agreement or would have been covered had the party maintained the required insurance, and each party shall cause its insurers to waive any right of subrogation accordingly.
    5. The Tenant shall indemnify, defend, and hold harmless the Landlord from and against all claims, liabilities, damages, and expenses (including reasonable attorneys' fees) arising from:
       1. The Tenant's use or occupancy of the Premises;
       2. Any act or omission of the Tenant or its employees, agents, contractors, or invitees; or
       3. Any breach of this Agreement by the Tenant.
    6. The Landlord shall indemnify, defend, and hold harmless the Tenant from and against all claims, liabilities, damages, and expenses (including reasonable attorneys' fees) arising from:
       1. The Landlord's gross negligence or willful misconduct; or
       2. Any breach of this Agreement by the Landlord.
    7. The indemnification obligations under this Clause 12 shall survive the expiration or earlier termination of this Agreement.
13. ASSIGNMENT AND SUBLETTING
    1. The Tenant shall not assign, transfer, mortgage, pledge, encumber, or otherwise dispose of this Agreement or any interest therein, nor sublet the Premises or any part thereof, without the Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.
    2. Any request for consent to assign or sublet shall include:
       1. The proposed assignee's or subtenant's name, business history, and financial statements for the preceding three (3) years;
       2. The nature of the proposed assignee's or subtenant's business and intended use of the Premises, which must comply with the Use Restrictions;
       3. The terms of the proposed assignment or sublease; and
       4. Any other information reasonably requested by the Landlord.
    3. The Landlord may withhold consent if the proposed assignee or subtenant:
       1. Lacks sufficient financial strength to perform the Tenant's obligations;
       2. Intends to use the Premises for purposes inconsistent with the Use Restrictions;
       3. Is a competitor of the Landlord or other tenants in the building; or
       4. Otherwise presents an unreasonable risk to the Premises or building.
    4. Notwithstanding any assignment or subletting, the Tenant shall remain primarily liable for the performance of all obligations under this Agreement, including payment of rent and compliance with all terms.
    5. The Tenant shall reimburse the Landlord for reasonable legal and administrative costs incurred in reviewing any proposed assignment or subletting.
    6. Any purported assignment or subletting without the Landlord's prior written consent shall be void and constitute a material default under this Agreement.
14. SIGNAGE AND EXTERNAL APPROVALS
    1. The Tenant may install, at its sole cost and expense, exterior and interior signage on the Premises, subject to:
       1. The Landlord's prior written approval of the design, size, materials, and location, which shall not be unreasonably withheld if the signage complies with this Clause 14;
       2. Compliance with all applicable municipal codes, zoning laws, and building regulations; and
       3. The building's signage standards as provided by the Landlord.
    2. The Tenant shall obtain all necessary permits and approvals for signage from governmental authorities and provide copies to the Landlord prior to installation.
    3. The Tenant shall maintain all signage in good repair and remove same upon lease termination, restoring the affected areas to their original condition, reasonable wear and tear excepted.
    4. The Landlord reserves the right to require modification or removal of non-compliant signage at the Tenant's expense following ten (10) days' written notice.
    5. All signage shall remain the Tenant's property and may be removed by the Tenant at lease termination, provided such removal does not damage the Premises.
15. PERMITS, LICENSES, AND COMPLIANCE WITH LOCAL REGULATIONS
    1. The Tenant shall, at its sole cost and expense, obtain and maintain throughout the Lease Term all permits, licenses, approvals, and certifications required by any governmental authority for the lawful operation of its business on the Premises, including but not limited to health permits, food service licenses, and business operation certificates.
    2. The Tenant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes relating to its use and occupancy of the Premises, including zoning, building, health, safety, fire, environmental, and accessibility requirements.
    3. The Tenant shall provide the Landlord with copies of all required permits and licenses prior to the Commencement Date, prior to commencing business operations on the Premises, and within ten (10) days of any renewal or modification thereof.
    4. Failure to obtain or maintain required permits or licenses, or to comply with applicable laws, shall constitute a material default under this Agreement, subject to the cure provisions in Clause 9.
    5. The Tenant shall indemnify and hold harmless the Landlord from any fines, penalties, or liabilities arising from the Tenant's failure to comply with this Clause 15.
    6. The Landlord makes no representation or warranty regarding the suitability of the Premises for the Tenant's intended use under applicable laws, and the Tenant acknowledges it has independently verified such compliance.
16. DISPUTE RESOLUTION AND ATTORNEY FEES
    1. Any dispute arising under or relating to this Agreement shall first be submitted to good faith negotiations between senior executives of each Party who have settlement authority, for a period of at least ten (10) business days following written notice specifying the nature of the dispute.
    2. If the dispute remains unresolved after negotiation, the Parties shall submit to non-binding mediation administered by a mutually agreed mediator in New York County, New York, with costs shared equally, for a period not exceeding thirty (30) days.
    3. If mediation fails to resolve the dispute, either Party may initiate litigation in the courts of New York County, New York, which shall have exclusive jurisdiction over such disputes.
    4. The prevailing Party in any dispute shall be entitled to recover from the non-prevailing Party all reasonable attorneys' fees, court costs, and expenses incurred in connection with such dispute.
    5. Notwithstanding the foregoing, either Party may seek injunctive relief in any court of competent jurisdiction to prevent irreparable harm without first complying with the negotiation and mediation procedures.
17. GOVERNING LAW AND JURISDICTION
    1. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles.
    2. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of New York County, New York, and the Parties irrevocably submit to the jurisdiction of such courts.
    3. The Parties waive any objection to venue in such courts and any claim that any such action or proceeding has been brought in an inconvenient forum.
18. ELECTRONIC EXECUTION AND COMMUNICATIONS
    1. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures (including via DocuSign, PDF, or similar platforms) shall have the same legal effect as original handwritten signatures for all purposes under this Agreement.
    2. The Parties consent to transact business electronically and agree that all notices, disclosures, and other communications between them relating to this Agreement may be delivered by email to the addresses specified in Clause 1. Electronic notices shall be deemed received upon transmission if sent during business hours, or at the beginning of the next business day if sent after business hours.
    3. Neither Party shall contest the validity or enforceability of this Agreement or any amendment based solely on the use of electronic signatures or electronic transmission of documents. Electronic records shall be admissible as evidence in any proceeding to the same extent as original paper records.
    4. The Parties shall promptly notify each other of any change in their designated email addresses for electronic communications under this Agreement.
19. FORCE MAJEURE
    1. Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement (other than payment obligations) to the extent such failure or delay is caused by a Force Majeure event, including but not limited to: acts of God, natural disasters, war, terrorism, civil unrest, government actions, pandemics, or other events beyond the reasonable control of the affected Party, provided the affected Party:
       1. Promptly notifies the other Party in writing of the nature and expected duration of the Force Majeure event; and
       2. Uses commercially reasonable efforts to mitigate the effects of such event.
    2. If a Force Majeure event prevents the Tenant from operating its business at the Premises for more than thirty (30) consecutive days, the Tenant may abate Base Rent for the period of such inability, provided the Tenant provides written notice and supporting documentation of the Force Majeure event.
    3. If a Force Majeure event continues for more than sixty (60) consecutive days, either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party, without liability except for obligations accruing prior to termination.
    4. Nothing in this Clause 19 shall excuse the Tenant's obligation to pay Base Rent or Additional Rent when due, unless expressly provided in Clause 19.2.
20. CONFIDENTIALITY
    1. Each Party agrees to maintain the confidentiality of all non-public business and financial terms of this Agreement, including but not limited to the Base Rent, Additional Rent calculations, Security Deposit amount, and any other commercially sensitive information disclosed during the Lease Term.
    2. The confidentiality obligations shall not apply to information that: (a) is or becomes publicly available through no breach of this Agreement; (b) is independently developed or lawfully received from a third party without restriction; (c) is required to be disclosed by law, court order, or governmental authority, provided the disclosing Party gives reasonable prior notice (where practicable) to allow the other Party to seek protective measures; or (d) is disclosed to professional advisors, lenders, or potential purchasers who are bound by similar confidentiality obligations.
    3. The Tenant shall not disclose the specific rental rates or financial terms of this Agreement to any third party except as permitted under Clause 20.2 or as required for legitimate business purposes such as securing financing or complying with securities regulations.
    4. The Landlord may disclose the terms of this Agreement to potential purchasers or financiers of the property, provided such parties agree in writing to maintain confidentiality.
    5. The confidentiality obligations under this Clause 20 shall survive the expiration or termination of this Agreement for a period of two (2) years.
21. NOTICES
    1. Any notice required or permitted under this Agreement shall be in writing and delivered personally, by certified mail (return receipt requested), by nationally recognized overnight courier, or by email with read receipt, to the addresses specified in Clause 1, or to such other addresses as either Party may designate by written notice.
    2. Notices shall be deemed given: (a) upon personal delivery; (b) three (3) business days after mailing; (c) one (1) business day after deposit with an overnight courier; or (d) upon transmission if sent by email during business hours, or at the beginning of the next business day if sent after business hours.
    3. Copies of all notices to the Landlord shall be sent via email to leasing@brookstoneprop.com, and copies of all notices to the Tenant shall be sent via email to amanda@socialbean.co, provided that failure to send such copies shall not invalidate the notice.
22. MISCELLANEOUS PROVISIONS
    1. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject matter herein.
    2. No amendment or modification of this Agreement shall be valid unless in writing and signed by both Parties.
    3. No waiver of any breach of this Agreement shall constitute a waiver of any subsequent breach, and no waiver shall be effective unless in writing and signed by the waiving Party.
    4. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the Parties shall negotiate in good faith to replace the invalid provision with a valid one that most closely reflects the original intent.
    5. The Parties agree that this Agreement shall be binding upon and inure to the benefit of their respective permitted successors and assigns.
    6. All notices required under this Agreement shall be in writing and delivered as specified in Clause 18, with copies sent via email to the addresses in Clause 1.
    7. The Tenant shall not record this Agreement or any memorandum thereof without the Landlord's prior written consent.
    8. The Tenant shall not place any liens or encumbrances on the Premises and shall promptly discharge any lien filed against the Premises arising from the Tenant's activities or Improvements.
    9. The Landlord may transfer its interest in the Premises at any time, provided the transferee assumes the Landlord's obligations under this Agreement.
    10. The Landlord shall have the right to display "For Lease" signs during the last six (6) months of the Lease Term.
    11. The headings in this Agreement are for convenience only and shall not affect its interpretation.
    12. Time is of the essence for all payment obligations and notice periods under this Agreement.

LANDLORD: Brookstone Properties LLC

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TENANT: The Social Bean Café Inc.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

GUARANTOR

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Signatory: Amanda Liu

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_