

AGREEMENT

This Agreement is entered into as of the 5th day of October, 2015, by and between Jennifer Klein ("Klein"), on the one hand, and Paduano & Weintraub LLP ("P&W") and 286 Columbus Partners LLC ("286CP"), Wine and Roses; and

WHEREAS, Klein wishes to transfer any and all of her ownership interest in Wine and Roses Bar and Cafes LLC ("Wine and Roses") to 286CP;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth below, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Klein shall transfer any and all interest, equity or ownership she has in Wine and Roses (its business, property, licenses, permits, accounts, goodwill and assets) to 286CP, and shall now, and subsequent to the execution of this Agreement, sign all documents necessary to accomplish this.
2. Klein shall transfer all of the membership units of Wine and Roses that she owns to 286CP by signing the Bill of Sale annexed hereto as Exhibit A. The Bill of Sale shall be held in escrow by 286CP and be released and become effective upon the conclusion of the Consulting Arrangement Term described in Paragraph 3 hereof.
3. Within 24 hours of receipt of any request by 286CP (or its attorneys or agents), Klein shall sign and have delivered as directed any and all documents necessary to transfer, assign or liquidate any rights or interests she has in any licenses, permits, leases and contracts she has or controls or that are in her name that concern Wine and Roses, including but limited to ABC Licenses and Permits issued by the New York State Liquor Authority and licenses and

permits issued by the State of New York for Wine and Roses' premises including its Outdoor Care.

4. For 90 days from the date hereof ("the Consulting Arrangement Term"), Klein shall be a Consultant to Wine and Roses ("the Consulting Arrangement"). During the Consulting Arrangement Term, Klein shall have no responsibilities or duties at Wine and Roses and shall perform services only as specifically directed in writing by 286CP.

5. Upon the execution of this Agreement, Klein shall surrender control of, and all contents in, the storage locker now rented by Wine and Roses. Klein shall surrender control of Wine and Roses' website and domain name.

6. Upon the execution of this Agreement, Klein shall surrender to 286CP the originals and all copies of any books, records or documents, maintained in electronic or paper form, in her possession, custody or control that concern Wine and Roses.

7. In consideration for the foregoing promises and representations made by Klein, 286CP shall give to Klein the following:

- within five days of the execution of this Agreement, \$10,000;
- upon the termination of the Consulting Agreement Term, 286CP shall cancel and return any Promissory Notes on which Klein is obligor;
- upon the termination of the Consulting Arrangement Term, P&W shall forgive and write off the legal debt that Klein owes to P&W;
- upon the termination of the Consulting Arrangement Term, 286CP shall forgive and write off the debt that Klein owes to 286 CP

8. In exchange for the consideration she receives under this Agreement, and other good and valuable consideration received from P&W and 286CP (collectively "RELEASEES"),

the receipt of which is hereby acknowledged, Jennifer Klein and Ira Todd Klein (collectively “RELEASORS”) hereby release and forever discharge, unconditionally, absolutely and forever, Anthony Paduano and Leonard Weintraub and the RELEASEES, RELEASEES’ predecessors, heirs, successors, subsidiaries, divisions, parent corporations, insurers, affiliates, and any and all of its and their past and present owners, agents, representatives, shareholders, principals, attorneys, officers, directors, employees and managers (whether acting in their individual capacities or as agents for any of the corporate entities) from any and all legal, equitable or other claims, counterclaims, demands, setoffs, defenses, contracts, accounts, suits, debts, agreements, actions, causes of action, charges, liens, obligations, liabilities, sums of money, reckoning, bonds, bills, specialties, covenants, promises, variances, trespasses, damages, extents, executions, judgments, findings, controversies and disputes, and any past, present or future duties, responsibilities, or obligations, including but not limited to legal expenses, disbursements and/or costs, from the beginning of the world to the date hereof, whether known or unknown, including but not limited to (i) claims arising out of, or related to, RELEASORS’ employment with Wine and Roses Cafes and Bars LLC and affiliation and association with RELEASEES; (ii) claims of discrimination on the basis of race, color, age, religion, sex, sexual harassment, sexual orientation, national origin, marital status, disability or other characteristic protected by applicable law (including without limitation, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000(e) et seq., the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 631(a) et seq., the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq., the Pregnancy Discrimination Act of 1978, the Older Workers Benefit Protection Act as amended, 29 U.S.C. § 621 et seq., the Equal Pay Act of 1963, 29 U.S.C. § 206(d) et seq., the Civil Rights Act of 1991,

42 U.S.C. § 1981, the Employee Retirement Income Securities Act of 1974 (“ERISA”), 29 U.S.C. § 1001 et seq., the National Labor Relations Act, 29 U.S.C. § 151 et seq., the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 et seq., the New York State Human Rights Law, Executive Law §296 et seq., New York City Human Rights Laws, the New York City Administrative Code, Title 8, all amendments to the foregoing statutes and laws, and any state and/or municipality fair employment or discrimination statutes, laws, rules, regulations or ordinances); (iii) claims for fraud, breach of contract, whether actual or implied, written or oral, promissory estoppel, quantum meruit or the like; (iv) claims for wages, salary, commissions, bonuses, stock grants, stock options or any other form of compensation, including without limitation, claims based on the Fair Labor Standards Act, the New York Executive Law, the New York Labor Law, New York statutes, laws, rules, regulations or ordinances pertaining to employment, wages and hours, and any other law, rule, regulation, or ordinance pertaining to employment, wages and hours; (v) claims for infliction of any tort (including but not limited to wrongful or unlawful discharge, constructive discharge, intentional or negligent infliction of emotional distress, negligence, malpractice, fraud, misrepresentation, tortious interference with business and contract relations, tortious interference with prospective economic advantage, unfair competition, defamation), and assault and battery; (vi) claims for any violation of any pension or welfare plans or any other benefit plan or arrangement (including but not limited to, any claims under the ERISA, except for claims for vested pension benefits); and (vii) any claim for attorneys’ fees, costs and related disbursements. RELEASORS covenant and agree to forever refrain from instituting, prosecuting or maintaining any lawsuit against RELEASEES concerning any claim released herein. RELEASORS UNDERSTAND and AGREE that this is a FULL AND FINAL GENERAL RELEASE.

9. The terms and/or provisions of this Agreement may not be changed, waived, modified, or varied unless in writing signed by all parties. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the heirs, successors and assigns. Klein may not assign this Agreement.

11. The parties hereto agree to execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this Agreement.

12. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties hereto concerning the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party hereto to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter hereof are superseded and merged herein. This is an integrated agreement.

13. The parties acknowledge that each party and her and its counsel have reviewed this Agreement and that this Agreement has been voluntarily negotiated at arm's-length. Consequently, the parties agree that no rule of construction which would result in an interpretation or construction in favor of or to the detriment of one of the parties or the other shall apply in construing or interpreting this Agreement or any provision hereof.

14. This Agreement shall be construed under and governed by the laws of the State of New York, notwithstanding any choice of law provision or principle to the contrary.

15. P&W and 286CP have advised Klein and Ira Todd Klein to seek independent counsel prior to entering into this Agreement. Klein executes this Agreement on her own behalf and represents that: (1) she has had an opportunity to consult with and has consulted with her own independent counsel (other than P&W) prior to signing this Agreement, and (2) she has not relied on any representations of P&W or its attorneys or anyone else with respect to the subject matter of this Agreement.

JENNIFER KLEIN

Jennifer Klein

PADUANO & WEINTRAUB LLP
286 COLUMBUS PARTNERS LLC

By: Leonard Weintraub
By: Anthony Paduano
Title: Managing PartnerManaging Member

AS TO PARAGRAPH 8 (General Release)

Ira Todd Klein