

AGREEMENT OF LEASE

between

**Luna Park Housing Corp.,**

Landlord

and

**TUH Innovation,**

Tenant

Dated: as of March \_\_\_\_, 2025

Premises:

Room #7, 2880 West 12<sup>th</sup> Street,

Brooklyn, NY 11224

AGREEMENT OF LEASE, and HPD RIDER, made as of the \_\_\_\_ day of March, 2025 between **Luna Park Housing Corporation**, a New York corporation ("Landlord"), having an address at 2879 W. 12<sup>th</sup> Street, Brooklyn, NY 11224 ("Landlord"), and **TUH Innovation**, having an address at 2954 West 8<sup>th</sup> Street, Apt. 1B, Brooklyn, NY 11224 ("Tenant").

#### REFERENCE PAGE

In addition to other terms elsewhere defined in this Lease, the following terms whenever used in this Lease shall have the meanings set forth in this Reference Page.

- (1) Premises: Room #7, 2880 West 12<sup>th</sup> Street, Brooklyn, NY 11224.
- (2) Commencement Date: May 1, 2025
- (3) Expiration Date: April 30, 2030
- (4) Term: Five (5) years
- (5) Fixed Rent: Six Hundred Dollars (\$600.00) per month for the period May 1, 2025 to April 30, 2026; Six Hundred and Eighteen Dollars (\$618.00) per month for the period May 1, 2026 to April 30, 2027; Six Hundred and Thirty Six Dollars and Fifty Four Cents (\$636.54) per month for the period May 1, 2027 to April 30, 2028; Six Hundred and Fifty Five Dollars and Sixty Four Cents (\$655.64) per month for the period of May 1, 2028 to April 30, 2029; and Six Hundred and Seventy Five Dollars and Thirty One Cents (\$675.31) per month for the period of May 1, 2029 to April 30, 2030
- (6) Permitted Use: Training classes, such as safety, OSGA, CPR, First Aid, and flagger training
- (7) Broker(s): None
- (8) Late Charge: As more particularly set forth in Section 19.2.

W I T N E S S E T H:

The parties hereto, for themselves, their legal representatives, successors and assigns, hereby agree as follows:

ARTICLE 1

DEFINITIONS

The following terms shall have the meanings indicated below:

“Additional Rent” shall have the meaning set forth in Section 2.2.

“Administrative Code” shall mean the Administrative Code of the City of New York, as amended.

“Alterations” shall mean alterations, decorations, installations, repairs, improvements, additions, or replacements in or about the Premises.

“Applicable Rate” shall mean the lesser of (x) three percentage points above the then current Base Rate, and (y) the maximum rate permitted by applicable law.

“Bankruptcy Code” shall mean 11 U.S.C. Section 101 et seq., or any statute, federal or state, of similar nature and purpose.

“Base Rate” shall mean the rate of interest publicly announced from time to time by Citibank, N.A., or its successor, as its “base rate” (or such other term as may be used by Citibank, N.A., from time to time, for the rate presently referred to as its “base rate”).

“Building” shall mean 2880 W. 12th Street, Brooklyn, NY 11224, including all equipment and improvements located thereon from time to time.

“Building Systems” shall mean the base building mechanical, electrical, sanitary, heating, air conditioning, ventilating, elevator, plumbing, sprinkler, life-safety and other service systems of the Building, but shall not include installations made by Tenant or fixtures or appliances.

“Business Days” shall mean all days, excluding Saturdays, Sundays and all days observed as holidays by the State of New York, the federal government or the labor unions servicing the Building.

“Control” shall have the meaning set forth in Section 14.3.

“Deficiency” shall have the meaning set forth in Section 18.2.

“Event of Default” shall have the meaning set forth in Section 17.1.

“Expiration Date” shall mean the Expiration Date or such earlier or later date on which the Term sooner or later ends pursuant to any of the terms, conditions or covenants of this Lease or pursuant to law.

"Government Authority" shall mean the United States of America, the State of New York, the City of New York, any political subdivision thereof and any agency, department, commission, board, bureau or instrumentality of any of the foregoing, now existing or hereafter created, having jurisdiction over the Building or any portion thereof.

"HVAC" shall mean heat, ventilation and air conditioning.

"HVAC System" shall mean the Building Systems providing HVAC.

"Indemnitees" shall mean Landlord, and its partners, shareholders, officers, directors, employees, authorized agents and authorized contractors.

"Mortgage(s)" shall mean any trust indenture or mortgage which may now or hereafter affect the Building or the Premises, and all renewals, extensions, supplements, amendments, modifications, consolidations and replacements thereof or thereto.

"Mortgagee(s)" shall mean any mortgagee or holder of a Mortgage.

"Notice(s)" shall have the meaning set forth in Section 26.1.

"Parties" shall have the meaning set forth in Section 31.2.

"Person(s) or person(s)" shall mean any natural person or persons, a partnership, a corporation and any other form of business or legal association or entity.

"Rental" shall mean and be deemed to include Fixed Rent, Additional Rent and any other sums due and payable by Tenant hereunder.

"Requirements" shall mean (i) all present and future laws, rules, ordinances, regulations, statutes, requirements, codes and executive orders, of all Government Authorities now existing or hereafter created, and of any applicable fire rating bureau, or other body exercising similar functions, affecting the Building, or affecting the maintenance, use or occupation of the Building, (ii) all requirements, obligations and conditions of all instruments of record on the date of this Lease, and (iii) all requirements, obligations and conditions imposed by the carrier of Landlord's hazard insurance policy for the Building.

"Tenant's Property" shall mean Tenant's movable fixtures and movable partitions, telephone and other equipment, furniture, furnishings and other movable items of personal property.

"Term" means that period commencing on the Commencement Date and ending on the Expiration Date, unless earlier terminated or extended as provided herein

"Unavoidable Delays" shall have the meaning set forth in Article 25.

## ARTICLE 2

### DEMISE, PREMISES, TERM, RENT

Section 2.1. Landlord hereby leases to Tenant and Tenant hereby hires from Landlord the Premises for the Term.

Section 2.2. Commencing upon the Commencement Date and continuing to the Expiration Date, Tenant shall pay to Landlord, in lawful money of the United States of America, without notice or demand, by good and sufficient check drawn to the Landlord's order on a bank or trust company with an office in the Borough of Brooklyn, New York, at the office of Landlord or at such other place as Landlord may designate from time to time, the following:

(A) the Fixed Rent, at the fixed rental rate set forth in the Reference Page, which shall be payable in equal monthly installments of Fixed Rent in advance on the first day of each and every calendar month during the Term, except that the first monthly installment of Fixed Rent shall be payable by Tenant upon execution of this Lease; and

(B) additional rent ("Additional Rent"), consisting of all other sums of money as shall become due from and be payable by Tenant hereunder (for default in the payment of which Landlord shall have the same remedies as for a default in the payment of Fixed Rent).

Section 2.3. If the Commencement Date is other than the first day of a calendar month, or the Expiration Date is other than the last day of a calendar month, Fixed Rent for such month shall be prorated on a per diem basis.

Section 2.4. If prior to the Commencement Date, Tenant shall occupy any portion of the Premises for the performance of work in the Premises or otherwise, Tenant shall, pay Landlord's reasonable charges therefor, including, without limitation electricity, cleaning, overtime use of freight elevator and HVAC service. Such charges and items shall be payable to Landlord within 10 days after written demand.

Section 2.5. Tenant shall pay the Fixed Rent and Additional Rent when due without abatement, deduction, counterclaim, setoff or defense for any reason whatsoever, except said abatement as may be occasioned by the occurrence of any event permitting an abatement of Fixed Rent as specifically set forth in this Lease.

Section 2.6. Provided that Tenant shall perform all of the terms, covenants, and conditions of this Lease on the Tenant's part to be performed, Tenant shall have the right to extend the term of this Lease for up to five (5) years (the "Extended Term"), provided that Tenant shall notify Landlord, in writing, by registered mail, return receipt requested, not less than nine (9) months prior to the expiration of the Expiration Date, that Tenant elects to extend the term of this Lease, and provided further that this Lease, for the Extended Term, shall be upon the same terms, covenants, and conditions as are contained herein, except that the Fixed Rent shall be payable as follows:

- (a) Six Hundred and Ninety Five Dollars and Fifty Seven Cents (\$659.57) per month for the period of May 1, 2030 to April 30, 2031;
- (b) Seven Hundred and Sixteen Dollars and Forty Four Cents (\$716.44) per month for the period of May 1, 2031 to April 30, 2032;
- (c) Seven Hundred and Thirty Seven Dollars and Ninety Three Cents (\$737.93) per month for the period of May 1, 2032 to April 30, 2033;
- (d) Seven Hundred and Sixty Dollars and Seven Cents (\$760.07) per month for the period of May 1, 2033 to April 30, 2034; and
- (e) Seven Hundred and Eighty Two Dollars and Eighty Seven Cents (\$782.87) per month for the period of May 1, 2034 to April 30, 2035.

### ARTICLE 3

#### UTILITIES

Section 3.1. Except as otherwise expressly provided herein, Tenant shall not pay for its use of utilities.

Section 3.2. Landlord shall provide water and hot water for normal Tenant usage.

### ARTICLE 4

#### USE AND OCCUPANCY; PARKING

Section 4.1. Tenant shall use and occupy the Premises for the Permitted Use and for no other purpose unless otherwise permitted in writing by Landlord.

Section 4.2. Tenant shall have access to the Premises on a 7-day, 24-hour basis.

### ARTICLE 5

#### ALTERATIONS

Section 5.1. Tenant shall not make or permit to be made any Alterations without Landlord's consent, which shall not be unreasonably withheld.

### ARTICLE 6

#### REPAIRS; FLOOR LOAD

Section 6.1. Tenant, at Tenant's sole cost and expense, shall be responsible only for routine day-to-day maintenance, such as changing light bulbs and air-conditioning filters, together with all other routine, non-structural and non-capital repairs. Notwithstanding any

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provision contained in this Lease to the contrary, all damage or injury to the Premises, and all damage or injury to any other part of the Building, or to its fixtures, equipment and appurtenances (including Building Systems), whether requiring structural or non-structural repairs, caused by the moving of Tenant's Property by Tenant or caused by or resulting from any act or omission of, or Alterations made by, Tenant shall be repaired by Tenant, at Tenant's sole cost and expense, to the reasonable satisfaction of Landlord (if the required repairs are non-structural in nature and do not affect any Building Systems), or by Landlord at Tenant's sole cost and expense (if the required repairs are structural in nature or affect any Building Systems). If Tenant shall fail, after ten (10) days notice (or such shorter period as may be required because of an emergency), to proceed with due diligence to make repairs required to be made by Tenant, the same may be made by Landlord, at the expense of Tenant, and the expenses thereof reasonably incurred by Landlord, with interest thereon at the Applicable Rate, shall be paid to Landlord, as Additional Rent, within ten (10) days after rendition of a bill or statement therefor. Tenant shall give Landlord prompt notice of any defective condition in any Building Systems located in, servicing or passing through the Premises.

Section 6.2. Landlord shall use reasonable efforts to minimize interference with Tenant's use and occupancy of the Premises in making any repairs, alterations, additions or improvements to the Premises and/or the Building; provided, however, that Landlord shall have no obligation to employ contractors or labor at so-called overtime or other premium pay rates or to incur any other overtime costs in connection with such repairs, alterations, additions or improvements. Except as expressly provided in this Lease, and except for Landlord's gross negligence, there shall be no allowance to Tenant for a diminution of rental value and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to business arising from Landlord, Tenant or others making, or failing to make, any repairs, alterations, additions or improvements in or to any portion of the Building or the Premises, or its fixtures, appurtenances or equipment.

Section 6.3. Landlord shall be responsible for all repairs not required to be made by Tenant hereunder. Tenant shall advise Landlord of any such needed repairs, promptly upon Tenant becoming aware of same.

## ARTICLE 7

### CLEANING

Section 7.1. Tenant shall be responsible at its cost and expense for cleaning of the Premises and for garbage removal and for pest extermination from time to time as reasonably necessary.

## ARTICLE 8

### REQUIREMENTS OF LAW

Section 8.1. Tenant shall, at its sole cost and expense, comply with all Requirements which shall impose any duty upon Landlord or Tenant arising from, or in connection with, Tenant's particular use or manner of use of the Premises or any Alterations made by Tenant.

Section 8.2. If Tenant shall receive notice of any violation of, or defaults under, any Requirements, liens or other encumbrances applicable to the Premises, Tenant shall give prompt notice thereof to Landlord.

Section 8.3. In the event that any violation is noted or issued against the Premises as a result of any condition created by or resulting from Tenant's particular use or manner of use of the Premises or any Alterations made by Tenant (a "Violation"), Tenant shall, at its sole cost and expense, correct the condition giving rise to such Violation. Tenant further agrees at its own cost and expense to defend any suit against Landlord to enforce any such Violation and hereby agrees to indemnify and hold Landlord harmless from all costs, expenses, loss, damages, and liability arising from such suit. If, and in the event that Tenant fails or refuses to cause such Violation to be corrected and discharged, Landlord, after thirty (30) days' notice to the Owner, may correct the Violation and Tenant shall indemnify and hold Landlord harmless from and against all out of pocket costs including attorneys' fees, expert fees, or any other losses and expenses resulting from any Violation.

## ARTICLE 9

### SUBORDINATION

Section 9.1. This Lease shall be subject and subordinate to each Mortgage, whether made prior to or after the execution of this Lease, and to all renewals, extensions, supplements, amendments, modifications, consolidations and replacements thereof or thereto, substitutions therefor, and advances made thereunder. This clause shall be self-operative..

Section 9.2. At any time and from time to time within ten (10) days after notice to Tenant or Landlord given by the other, or to Tenant given by a Lessor or Mortgagee, Tenant or Landlord, as the case may be, shall, without charge, execute, acknowledge and deliver an estoppel statement in writing addressed to such party as Tenant, Landlord, Lessor or Mortgagee, as the case may be, may designate, in form satisfactory to Tenant, Landlord, Lessor or Mortgagee, as the case may be.

## ARTICLE 10

Section 10.1. Intentionally deleted.

## ARTICLE 11

### INSURANCE, PROPERTY LOSS OR DAMAGE; REIMBURSEMENT

Section 11.1. Tenant shall give notice to Landlord promptly after Tenant learns of any accident, emergency, occurrence for which Landlord might be liable, fire or other casualty and all damages to or defects in the Premises or the Building for the repair of which Landlord might be responsible or which constitutes Landlord's property.

Section 11.2. If by reason of any failure of Tenant to comply with the provisions of this Lease, the rate of premium for Building Insurance or other insurance on the property and equipment of Landlord shall increase, Tenant shall reimburse Landlord for that part of the



insurance premiums thereafter paid by Landlord which shall have been charged because of such failure by Tenant. Tenant shall make said reimbursement on the first day of the month following such payment by Landlord.

Section 11.3.

(A) Tenant, at Tenant's sole cost and expense, shall maintain all-risk insurance, with deductibles in an amount reasonably satisfactory to Landlord, protecting and indemnifying Tenant against any and all damage to or loss of any Alterations and leasehold improvements, including any made by Landlord to prepare the Premises for Tenant's occupancy, and Tenant's Property. All said policies shall cover the full replacement value of all Alterations, leasehold improvements and Tenant's Property.

(B) Landlord and any Mortgagees of which Tenant has prior notice shall be included as additional insureds in said policies and shall be protected against all liability arising in connection with this Lease.

(C) Tenant shall pay all premiums and charges for all Tenant policies, and, if Tenant shall fail to make any payment when due or carry any such policy, Landlord may, but shall not be obligated to, make such payment or carry such policy, and the amount paid by Landlord, with interest thereon (at the Applicable Rate), shall be repaid to Landlord by Tenant on demand, and all such amounts so repayable, together with such interest, shall be deemed to constitute Additional Rent hereunder. Payment by Landlord of any such premium, or the carrying by Landlord of any such policy, shall not be deemed to waive or release the default of Tenant with respect thereto.

Section 11.4.

(A) Landlord shall cause each policy carried by Landlord insuring the Building against loss, damage or destruction by fire or other casualty, and Tenant shall cause each insurance policy carried by Tenant and insuring the Premises and Tenant's Alterations, and Tenant's Property against loss, damage or destruction by fire or other casualty, to be written in a manner so as to provide that the insurance company waives all rights of recovery by way of subrogation against Landlord, Tenant and any tenant of space in the Building in connection with any loss or damage covered by any such policy. Neither party shall be liable to the other for the amount of such loss or damage which is in excess of the applicable deductible, if any, caused by fire or any of the risks enumerated in its policies, provided that such waiver was obtainable at the time of such loss or damage. However, if such waiver cannot be obtained, or shall be obtainable only by the payment of an additional premium charge above that which is charged by companies carrying such insurance without such waiver of subrogation, then the party undertaking to obtain such waiver shall notify the other party of such fact and such other party shall have a period of ten (10) days after the giving of such notice to agree in writing to pay such additional premium if such policy is obtainable at additional cost (in the case of Tenant, pro rata in proportion of Tenant's rentable area to the total rentable area covered by such insurance); and if such other party does not so agree or the waiver shall not be obtainable, then the provisions of this Section 11.5 shall be null and void as to the risks covered by such policy for so long as either such waiver cannot be obtained or the party in whose favor a waiver of subrogation

is desired shall refuse to pay the additional premium. If the release of either Landlord or Tenant, as set forth in the second sentence of this Section 11.4, shall contravene any law with respect to exculpatory agreements, the liability of the party in question shall be deemed not released, but no action or rights shall be sought or enforced against such party unless and until all rights and remedies against the other's insurer are exhausted and the other party shall be unable to collect such insurance proceeds.

(B) The waiver of subrogation referred to in Section 11.4(A) above shall extend to the agents and employees of each party, but only if and to the extent that such waiver can be obtained without additional charge (unless such party shall pay such charge). Nothing contained in this Section 11.4 shall be deemed to relieve either party from any duty imposed elsewhere in this Lease to repair, restore and rebuild.

## ARTICLE 12

### DESTRUCTION BY FIRE OR OTHER CAUSE

Section 12.1. If the Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord. Landlord shall, subject to the provisions of Sections 12.2 and 12.3 below, proceed with reasonable diligence, after receipt of the net proceeds of insurance, to repair or cause to be repaired such damage at its expense, but in no event greater than the scope of Landlord's construction of the Premises on the Commencement Date; and, if the Premises, or any part thereof, shall be rendered untenantable by reason of such damage and such damage shall not be due to the fault of Tenant, then the Fixed Rent, or an amount thereof apportioned according to the area of the Premises so rendered untenantable (if less than the entire Premises shall be so rendered untenantable), shall be abated for the period from the date of such damage to the date when the repair of such damage shall have been Substantially Completed.

Section 12.2. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from damage from fire or other casualty or the repair thereof. Tenant understands that Landlord, in reliance upon Section 12.4, will not carry insurance of any kind on Tenant's Property and Alterations made by Tenant, and that Landlord shall not be obligated to repair any damage thereto or replace the same.

#### Section 12.3.

(A) Notwithstanding anything to the contrary contained in Sections 12.1 and 12.2 above, in the event that:

(i) the Premises shall be totally or substantially damaged or shall be rendered wholly or substantially untenantable, or the damage is reasonably estimated to take more than six (6) months to repair; or

(ii) there shall be any damage to the Premises within the last nine (9) months of the Term wherein the cost of repair exceeds an amount equal to three (3) monthly installments of Fixed Rent,

then either Landlord or Tenant may terminate this Lease and the term and estate hereby granted, by notifying the other in writing of such termination within fifteen (15) days after the date of such damage. In the event that such a notice of termination shall be given, then this Lease and the term and estate hereby granted shall expire as of the date of termination stated in said notice with the same effect as if that were the Expiration Date, and the Fixed Rent hereunder shall be apportioned as of such date.

Section 12.4. This Lease shall be considered an express agreement governing any case of damage to or destruction of the Building or any part thereof by fire or other casualty, and Section 227 of the Real Property Law of the State of New York providing for such a contingency in the absence of express agreement and any other law of like import now or hereafter in force, shall have no application in such case.

## ARTICLE 13

### EMINENT DOMAIN

Section 13.1. If the whole of the Premises is acquired or condemned for any public or quasi-public use or purpose, this Lease and the Term shall end as of the date of the vesting of title with the same effect as if said date were the Expiration Date. In the event of any such acquisition or condemnation of all or any part of the Real Property, Landlord shall be entitled to receive the entire award for any such acquisition or condemnation. Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired portion of the Term and Tenant hereby expressly assigns to Landlord all of its right in and to any such award. Nothing contained herein shall be deemed to prevent Tenant from making a separate claim in any condemnation proceedings for the value of any Tenant's Property included in such taking, and for any moving expenses, so long as Landlord's award is not reduced thereby.

## ARTICLE 14

### ASSIGNMENT, SUBLETTING, MORTGAGE, ETC.

Section 14.1. Except as otherwise provided in this Article, Tenant shall not (a) assign this Lease (whether by operation of law, transfers of interests in Tenant or otherwise); or (b) mortgage or encumber Tenant's interest in this Lease, in whole or in part; or (c) sublet, or permit the subletting of, the Premises or any part thereof; or (d) permit the Premises or any part thereof to be occupied or used for desk space, mailing privileges or otherwise by any person other than Tenant, without Landlord's consent, which shall not be unreasonably withheld.

Section 14.2. If Tenant's interest in this Lease shall be assigned in violation of the provisions of this Article, such assignment shall be invalid and of no force and effect against Landlord.

Section 14.3.

(A) For purposes of this Article, the transfer of a majority of the outstanding capital stock of any corporate tenant, or of a corporate subtenant, or the transfer of a majority of the total interest in any partnership tenant or subtenant, or the transfer of control in any

general or limited liability partnership tenant or subtenant, or the transfer of a majority of the outstanding membership interests in a limited liability company tenant or subtenant, however accomplished, whether in a single transaction or in a series of related or unrelated transactions, involving the tenant, subtenant and/or its parent, shall be deemed an assignment of this Lease, or of such sublease, as the case may be. Tenant agrees to furnish to Landlord on request at any time such information and assurances as Landlord may reasonably request that neither Tenant, nor any previously permitted subtenant, has violated the provisions of this Article.

(B) The provisions of clauses (a), (c) and (d) of Section 14.1 shall not apply to transactions with a corporation or limited liability company into or with which Tenant is merged or consolidated or with a Person to which substantially all of Tenant's assets are transferred (provided such merger, consolidation or transfer of assets is for a good business purpose and not principally for the purpose of transferring the leasehold estate created by this Lease, and provided further, that the assignee has a net worth at least equal to or in excess of the net worth of Tenant as of the date of this Lease or as of the date immediately prior to such merger, consolidation or transfer, whichever is greater) or, if Tenant is a general, limited or limited liability partnership, with a successor partnership, nor shall the provisions of clauses (a), (c) and (d) of Section 14.1 apply to transactions with an entity that controls or is controlled by Tenant or is under common control with Tenant. Tenant shall notify Landlord before any such transaction is consummated.

(C) The term "control" as used in this Lease (i) in the case of a corporation shall mean ownership of more than fifty (50%) percent of the outstanding capital stock of that corporation, (ii) in the case of a general or limited liability partnership, shall mean more than fifty (50%) percent of the general partnership or membership interests of the partnership, (iii) in the case of a limited partnership, shall mean more than fifty (50%) percent of the general partnership interests of such limited partnership, and (iv) in the case of a limited liability company, shall mean more than fifty (50%) percent of the membership interests of such limited liability company.

## ARTICLE 15

### ACCESS TO PREMISES

#### Section 15.1.

(A) Tenant shall permit Landlord and public utilities servicing the Building to erect, use and maintain concealed ducts, pipes and conduits in and through the Premises. Landlord shall have the right to enter the Premises at all reasonable times upon reasonable prior notice (except in case of emergency), which notice may be oral, to a principal or officer of Tenant, to examine the same, show the same to prospective purchasers, mortgagees or lessees of the Building or space therein, or make such repairs, alterations, improvements or additions (i) as Landlord or any of its affiliates may deem necessary or desirable to the Premises or to any other portion of the Building, or (ii) which Landlord may elect to perform, at least ten (10) days after notice (except in an emergency when no notice shall be required but shall be given if practicable), following Tenant's failure to make repairs or perform any work which Tenant is obligated to make or perform under this

Lease, or (iii) for the purpose of complying with Requirements, and Landlord shall be allowed to take all material into and upon the Premises that may be required therefor without the same constituting an eviction or constructive eviction of Tenant in whole or in part and the Fixed Rent (nor any Additional Rent) shall in no respect abate or be reduced by reason of said repairs, alterations, improvements or additions, wherever located, or while the same are being made, by reason of loss or interruption of business of Tenant, or otherwise. Landlord shall promptly repair any damage caused to the Premises by such work, alterations, improvements or additions.

(B) Any work performed or installations made pursuant to this Article shall be made with reasonable diligence and otherwise pursuant to Section 6.3 (including, without limitation, with reasonable efforts to minimize interference with Tenant's use and occupancy of the Premises in performing such work or installations).

(C) Any pipes, ducts, or conduits installed in or through the Premises pursuant to this Article shall, if reasonably practicable, either be concealed behind, beneath or within partitioning, columns, ceilings or floors located or to be located in the Premises, or completely furred at points immediately adjacent to partitioning, columns or ceilings located or to be located in the Premises.

Section 15.2. If Tenant is not present when for any reason entry into the Premises may be necessary or permissible, Landlord or Landlord's agents may enter the same without rendering Landlord or such agents liable therefor (if during such entry Landlord or Landlord's agents accord reasonable care to Tenant's Property), and without in any manner affecting this Lease.

## ARTICLE 16

### CERTIFICATE OF OCCUPANCY

Section 16.1. Tenant shall not at any time use or occupy the Premises in violation of the certificate of occupancy at such time issued for the Premises or for the Building.

## ARTICLE 17

### DEFAULT

Section 17.1. Each of the following events shall be an "Event of Default" under this Lease:

(A) if Tenant shall on any occasion default in the payment when due of any installment of Fixed Rent or in the payment when due of any other item of Additional Rent and such default shall continue for seven (7) Business Days after Landlord shall have given Tenant written notice of such default; or

(B) if Tenant shall fail more than two (2) times in any period of twelve consecutive months to make a payment when due of any Rental, and Landlord shall have given Tenant notice of each such default; or

(C) if the Premises shall become abandoned; or

(D) if Tenant's interest in this Lease shall devolve upon or pass to any person, whether by operation of law or otherwise, except as expressly permitted under Article 14 hereof; or

(E) (1) if Tenant shall not, or shall be unable to, or shall admit in writing Tenant's inability to, as to any obligation, pay Tenant's debts as they become due; or

(2) if Tenant shall commence or institute any case, proceeding or other action (a) seeking relief on Tenant's behalf as debtor, or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to Tenant or Tenant's debts under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, or (b) seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; or

(3) if Tenant shall make a general assignment for the benefit of creditors;  
or

(4) if any case, proceeding or other action shall be commenced or instituted against Tenant (a) seeking to have an order for relief entered against Tenant as debtor or to adjudicate Tenant a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to Tenant or Tenant's debts under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, or (b) seeking appointment of a receiver, trustee, custodian or other similar official for Tenant or for all or any substantial part of Tenant's property, which either (i) results in any such entry of an order for relief, adjudication of bankruptcy or insolvency or such an appointment or the issuance or entry of any other order having a similar effect or (ii) remains undismissed for a period of sixty (60) days; or

(5) if a trustee, receiver or other custodian shall be appointed for any substantial part of the assets of Tenant which appointment is not vacated or effectively stayed within sixty (60) days; or

(F) if Tenant shall default in the observance or performance of any other term, covenant or condition of this Lease on Tenant's part to be observed or performed and Tenant shall fail to remedy such default within fifteen (15) days after written notice by Landlord to Tenant of such default, or if such default is of such a nature that it cannot with due diligence be completely remedied within said period of fifteen (15) days and the continuation of which for the period required for cure will not subject Landlord to the risk of criminal liability or foreclosure of any Mortgage, if Tenant shall not, (i) within said fifteen (15) day period advise Landlord of Tenant's intention duly to institute all steps necessary to remedy such situation, (ii) duly institute within said fifteen (15) day period, and thereafter diligently and continuously prosecute to completion all steps necessary to remedy the same and (iii) complete such remedy within such time after the date of the giving of said notice by Landlord as shall reasonably be necessary.

Section 17.2. If an Event of Default shall occur, Landlord may, at any time thereafter, at Landlord's option, give written notice to Tenant stating that this Lease and the Term shall expire and terminate on the date specified in such notice, which date shall not be less than five (5) business days after the giving of such notice, whereupon this Lease and the Term and all rights of Tenant under this Lease shall automatically expire and terminate as if the date specified in the notice given pursuant to this Section 17.2 were the Expiration Date and Tenant immediately shall quit and surrender the Premises, but Tenant shall remain liable for damages as provided herein or pursuant to law. Anything contained herein to the contrary notwithstanding, if such termination shall be stayed by order of any court having jurisdiction over any proceeding described in Section 17.1(F), or by federal or state statute, then, following the expiration of any such stay, or if the trustee appointed in any such proceeding, Tenant or Tenant as debtor-in-possession fails to assume Tenant's obligations under this Lease within the period prescribed therefor by law or within one hundred twenty (120) days after entry of the order for relief or as may be allowed by the court, or if said trustee, Tenant or Tenant as debtor-in-possession shall fail to provide adequate protection of Landlord's right, title and interest in and to the Premises or adequate assurance of the complete and continuous future performance of Tenant's obligations under this Lease, Landlord, to the extent permitted by law or by leave of the court having jurisdiction over such proceeding, shall have the right, at its election, to terminate this Lease on three (3) days' notice to Tenant, Tenant as debtor-in-possession or said trustee and upon the expiration of said three (3) day period this Lease shall cease and expire as aforesaid and Tenant, Tenant as debtor-in-possession or said trustee shall immediately quit and surrender the Premises as aforesaid.

Section 17.3. If, at any time, (i) Tenant shall consist of two (2) or more persons, or (ii) Tenant's obligations under this Lease shall have been guaranteed by any person other than Tenant, or (iii) Tenant's interest in this Lease has been assigned, the word "Tenant" as used in Section 18.1(F), shall be deemed to mean any one or more of the persons primarily or secondarily liable for Tenant's obligations under this Lease. Any monies received by Landlord from or on behalf of Tenant during the pendency of any proceeding of the types referred to in Section 18.1(F) shall be deemed paid as compensation for the use and occupancy of the Premises and the acceptance of any such compensation by Landlord shall not be deemed an acceptance of Rental or a waiver on the part of Landlord of any rights under Section 18.2.

## ARTICLE 18

### REMEDIES AND DAMAGES

#### Section 18.1.

(A) If any Event of Default shall occur, or this Lease and the Term shall expire and come to an end as provided in Article 18:

(1) Tenant shall quit and peacefully surrender the Premises to Landlord, and Landlord and its agents may immediately, or at any time after such Event of Default or after the date upon which this Lease and the Term shall expire and come to an end, re-enter the Premises or any part thereof, either by summary proceedings, or by any other applicable lawful action or proceeding or otherwise (without being liable to indictment, prosecution or damages therefor), and may legally repossess the Premises and dispossess Tenant and any other persons from the Premises by summary proceedings or otherwise and remove any and all of their

property and effects from the Premises (and Tenant shall remain liable for damages as provided herein or pursuant to law); and

(2) Landlord, at Landlord's option, may relet the whole or any part or parts of the Premises from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rent or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in Landlord's sole discretion, may determine; provided, however, that Landlord shall have no obligation to relet the Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Tenant of any liability under this Lease or otherwise affect any such liability, and Landlord, at Landlord's option, may make such Alterations, in and to the Premises as Landlord, in Landlord's sole discretion, shall consider advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting any such liability.

(B) Tenant hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end that may otherwise be required to be given under any present or future law. Tenant, on its own behalf and on behalf of all persons claiming through or under Tenant, including all creditors, does further hereby waive any and all rights that Tenant and all such persons might otherwise have under any present or future law to redeem the Premises, or to re-enter or repossess the Premises, or to restore the operation of this Lease, after (a) Tenant shall have been dispossessed by a judgment or by warrant of any court or judge, or (b) any legal re-entry by Landlord, or (c) any expiration or termination of this Lease and the Term, whether such dispossession, re-entry, expiration or termination is by operation of law or pursuant to the provisions of this Lease. The words "re-entry", "re-enter" and "re-entered" as used in this Lease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Tenant, or any persons claiming through or under Tenant, of any term, covenant or condition of this Lease, Landlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Lease for such breach. The right to invoke the remedies hereinbefore set forth are cumulative and shall not preclude Landlord from invoking any other remedy allowed at law or in equity.

#### Section 18.2.

(A) If this Lease and the Term shall expire and come to an end as provided in Article 18, or by or under any summary proceeding or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Section 18.1, or by or under any summary proceeding or any other action or proceeding, then, in any of said events:

(1) Tenant shall pay to Landlord all Fixed Rent, other Additional Rent and other items of Rental payable under this Lease by Tenant to Landlord to the date upon which this Lease and the Term shall have expired and come to an end or to the date of re-entry upon the Premises by Landlord, as the case may be;



(2) Tenant also shall be liable for and shall pay to Landlord, as damages, any deficiency ("Deficiency") between the Rental for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of Section 18.1(A)(2) for any part of such period (after first deducting from the rents collected under any such reletting all of Landlord's expenses in connection with the termination of this Lease, Landlord's reentry upon the Premises and such reletting including, but not limited to, all repossession costs, brokerage commissions, attorneys' fees and disbursements, alteration costs and other expenses of preparing the Premises for such reletting); any such Deficiency shall be paid in monthly installments by Tenant on the days specified in this Lease for payment of installments of Fixed Rent; Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar proceeding; and

(3) whether or not Landlord shall have collected any monthly Deficiency as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, in lieu of any further Deficiency as and for liquidated and agreed final damages, a sum equal to the amount by which the unpaid Rental for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Premises for the same period, both discounted to present worth at four (4%) percent per annum less than the Base Rate; if, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Premises, or any part thereof, are relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting.

(B) If the Premises, or any part thereof, shall be relet together with other space in the Building, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section 18.2. Tenant shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents exceed the Fixed Rent reserved in this Lease. Nothing contained in Article 17 or this Article shall be deemed to limit or preclude the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Landlord may be entitled in addition to the damages set forth in this Section 18.2.

## ARTICLE 19

### FEES AND EXPENSES

Section 19.1. If (i) Tenant shall default under this Lease, or (ii) Tenant does or permits any act or thing upon the Premises that would cause Landlord to be in default under any Mortgage and Tenant does not cure such act or thing within fifteen (15) days (or such shorter period as Landlord may be permitted pursuant to any Mortgage) after notice thereof, or (iii) Tenant fails to comply with its obligations under this Lease and the preservation of property or the safety of any tenant, occupant or other person is threatened, Landlord may (1) perform the same for the account of Tenant, or (2) make any expenditure or incur any obligation for the

payment of money in connection with any obligation owed to Landlord, including, but not limited to, reasonable attorneys' fees and disbursements in instituting, prosecuting or defending any action or proceeding, and in either case the cost thereof, with interest thereon at the Applicable Rate, shall be deemed to be Additional Rent hereunder and shall be paid by Tenant to Landlord within ten (10) days after rendition of any bill or statement to Tenant therefor. In addition, Tenant shall pay Landlord any reasonable attorneys' fees and disbursements incurred by Landlord in connection with any proceeding in which the value for the use and occupancy of the Premises by Tenant is being determined (whether or not any such proceeding results from a default by Tenant under this Lease).

Section 19.2. If Tenant shall fail to pay any installment of Fixed Rent, Additional Rent or any other item of Rental for a period longer than ten (10) days after the same shall have become due (or, if such payment is late more than once in any consecutive twelve-month period, five (5) days after the same shall have become due in the case of any such subsequent instance), Tenant shall pay to Landlord, in addition to such installment of Fixed Rent, Additional Rent or other item of Rental, as the case may be, as Additional Rent, a sum equal to three (3%) percent of the amount unpaid. If Tenant shall fail to pay any installment of Fixed Rent, Additional Rent or any other item of Rental for a period longer than 10 days after the same shall have become due (or, if such payment is late more than once in any consecutive twelve-month period, five (5) days after the same shall have become due in the case of any such subsequent instance), Tenant shall pay to Landlord, in addition to such installment of Fixed Rent, Additional Rent or other item of Rental, as the case may be, and in addition to the late charge payable by Tenant pursuant to the preceding sentence, as Additional Rent, a sum equal to interest at the Applicable Rate on the amount unpaid. All late charges payable by Tenant hereunder shall be computed from the date such payment was due (without regard to any grace period set forth in this Section 19.2), to and including the date of payment.

## ARTICLE 20

### NO REPRESENTATIONS BY LANDLORD

Section 20.1. Landlord and Landlord's agents have made no representations, warranties or promises with respect to the Building or the Premises except as herein expressly set forth, and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth herein. Tenant shall accept possession of the Premises in its "as is" condition on the Commencement Date and Landlord shall have no obligation to perform any work or make any installations in order to prepare the Premises for Tenant's occupancy. The taking of occupancy of the whole or any part of the Premises by Tenant shall be conclusive evidence, as against Tenant, that Tenant accepts possession of the same and that the Premises and the Building were in good and satisfactory condition at the time such occupancy was so taken. All references in this Lease to the consent or approval of Landlord shall be deemed to mean the written consent or approval executed by Landlord.

## ARTICLE 21

### END OF TERM

Section 21.1. Upon the expiration or other termination of this Lease, Tenant shall quit and surrender to Landlord the Premises, vacant, broom clean, in good order and condition, ordinary wear and tear excepted, and Tenant shall remove all of Tenant's Alterations as may be required pursuant to Article 6. Tenant shall also remove all of Tenant's Property and all other personal property and personal effects of all persons claiming through or under Tenant, and shall pay the cost of repairing all damage to the Premises and the Building occasioned by such removal. Any Tenant's Property or other personal property that remains in the Premises after the termination of this Lease shall be deemed to have been abandoned and either may be retained by Landlord as its property or may be disposed of in such manner as Landlord may see fit. If such Tenant's Property or other personal property or any part thereof is sold, Landlord may receive and retain the proceeds of such sale as the property of Landlord. Any expense incurred by Landlord in removing or disposing of such Tenant's Property or other personal property or Alterations required to be removed as provided in Article 5, as well as the cost of repairing all damage to the Building or the Premises caused by such removal, shall be reimbursed to Landlord by Tenant, as Additional Rent, on demand.

Section 21.2. If the Expiration Date falls on a day which is not a Business Day, then Tenant's obligations under Section 21.1 shall be performed on or prior to the immediately preceding Business Day.

Section 21.3. Tenant expressly waives, for itself and for any person claiming through or under Tenant, any rights that Tenant or any such person may have under the provisions of Section 2201 of the New York Civil Practice Law and Rules and of any similar or successor law of like import then in force in connection with any holdover proceedings that Landlord may institute to enforce the provisions of this Article.

Section 21.4. Tenant's obligation under this Article shall survive the expiration or termination of this Lease.

## ARTICLE 22

### NO WAIVER

Section 22.1. No act or thing done by Landlord or Landlord's agents during the Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing signed by Landlord.

Section 22.2. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease, shall not prevent a subsequent act, which would have originally constituted a violation, from having all of the force and effect of an original violation. The receipt by Landlord of Fixed Rent, Additional Rent or any other item of Rental with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived by Landlord, unless such waiver shall be in writing and shall be signed by Landlord. No payment

by Tenant or receipt by Landlord of a lesser amount than the Rental then due and payable shall be deemed to be other than on account of the earliest item(s) of Rental, or as Landlord may elect to apply the same, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance due of the Rental or pursue any other remedy in this Lease provided.

## ARTICLE 23

### WAIVER OF TRIAL BY JURY

Section 23.1. Landlord and Tenant shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with the late payment of, or failure to pay, Rent or Additional Rent, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, whether during or after the Term, or for the enforcement of any remedy under any statute, emergency or otherwise. If Landlord shall commence any summary proceeding against Tenant, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding (unless failure to impose such counterclaim would preclude Tenant from asserting in a separate action the claim which is the subject of such counterclaim), and will not seek to consolidate such proceeding with any other action which may have been or will be brought in any other court by Tenant or Landlord.

## ARTICLE 24

### UNAVOIDABLE DELAYS

Section 24.1. This Lease and the obligation of Tenant to pay Rental hereunder and to perform all of the other covenants and agreements hereunder on the part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord is unable to fulfill any of Landlord's obligations under this Lease, expressly or implicitly to be performed by Landlord, or because Landlord is unable to make or is delayed in making any repairs, additions, alterations, improvements or decorations, or is unable to supply or is delayed in supplying any services, equipment or fixtures, if Landlord is prevented from or delayed in so doing by reason of casualty, strikes or labor troubles, accident, governmental preemption in connection with an emergency, conditions of supply and demand which have been or are affected by war or other emergency, or any other cause whatsoever, whether similar or dissimilar to the foregoing, beyond Landlord's reasonable control ("Unavoidable Delays").

## ARTICLE 25

### BILLS AND NOTICES

#### Section 25.1.

(A) Except as otherwise expressly provided in this Lease, any bills, statements, consents, notices, demands, requests or other communications given or required to be given under this Lease ("Notice(s)") shall be in writing and shall be deemed sufficiently given or

rendered if delivered by hand (against a signed receipt), by a recognized overnight courier service (with a signed receipt) or if deposited in a securely fastened, postage prepaid envelope in a depository that is regularly maintained by the U.S. Postal Service, sent by registered or certified mail (return receipt requested) and in any case addressed:

if to Tenant, at Tenant's address set forth in this Lease, or

if to Landlord, at Landlord's address set forth in this Lease, or

to such other address(es) as either Landlord or Tenant may designate as its new address(es) for such purpose by notice given to the other in accordance with the provisions of this Article.

(B) Notices shall be deemed to have been rendered or given (i) on the Business Day delivered, if delivered by hand or by recognized overnight courier service, prior to 5:00 p.m. of such Business Day, or if delivered on a day other than a Business Day or after 5:00 p.m. on any day, then on the next Business Day following such delivery, or (ii) two (2) Business Days after the date mailed, if mailed as provided in Section 26.1(A). Notice given by counsel for either party on behalf of such party or by the Manager on behalf of Landlord shall be deemed valid notices if addressed and sent in accordance with the provisions of this Article.

## ARTICLE 26

### SIGNS

Section 26.1. The location, size, materials, quality, design, color and lettering of any signs desired by Tenant shall be in similar to those currently used in the Building, and, if not, subject to the prior reasonable approval of Landlord.

## ARTICLE 27

### BROKER

Section 27.1. Each party represents and warrants to the other party that such party has not dealt with any broker or Person in connection with this Lease. Such party shall indemnify and hold harmless the other party from and against any and all claims for commission, fee or other compensation by any Person who claims to have dealt with such party in connection with this Lease and for any and all costs incurred by such party in connection with such claims, including, without limitation, reasonable attorneys' fees and disbursements. This provision shall survive the expiration or earlier termination of this Lease.

## ARTICLE 28

### INDEMNITY

Section 28.1. Landlord and Tenant shall indemnify and hold the other harmless from any costs, expenses, demands and liabilities, including, without limitation reasonable attorney's fees

(but excluding consequential damages or loss of profits) which the indemnified party shall incur on account of breach of the Lease by the indemnifying party.

## ARTICLE 29

### SECURITY DEPOSIT

Section 29.1. Tenant shall provide Landlord with, and maintain throughout the Lease term, an amount equal to one (1) month's Fixed Rent as a security deposit. Tenant agrees to deposit with Landlord, within five (5) days after request, such additional funds as shall be necessary so that, at all times, the security deposit is equal to one (1) month's Fixed Rent during the applicable year. If Tenant fails to comply with the terms, covenants and conditions hereof or surrenders or abandons the Premises without the written consent of the Landlord, or if the Tenant be dispossessed therefrom, then and in every such event, Landlord may draw upon said security deposit as reimbursement for the expenses that Landlord may incur as a result of such breach and from Landlord regaining possession of the said premises, and redecorating, repairing and reletting the same and this sum shall not be considered as payment for any rental due herein or in any manner releasing Tenant from any inability to perform the covenants, terms and conditions of this Lease. If Landlord at any time utilizes any portion of the security deposit in respect or by reason of a default by Tenant, Tenant shall, within ten (10) days after demand, restore and pay to Landlord the amounts so utilized.

## ARTICLE 30

### COVENANT OF QUIET ENJOYMENT

Section 30.1. Landlord covenants that, upon Tenant paying the Fixed Rent and Additional Rent and observing and performing all the terms, agreements, covenants, provisions and conditions of this Lease on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises, subject nevertheless to the terms and conditions of this Lease, and provided, however, that no eviction of Tenant by reason of the foreclosure of any Mortgage now or hereafter affecting the Premises, whether such termination is effected by operation of law, by agreement or otherwise, shall be construed as a breach of this covenant nor shall any action by reason thereof be brought against Landlord, and provided further that this covenant shall bind and be enforceable against Landlord or any successor to Landlord's interest, subject to the terms hereof, only so long as Landlord or any successor to Landlord's interest, is in possession and is collecting rent from Tenant but not thereafter.

## ARTICLE 31

### MISCELLANEOUS

Section 31.1. This Lease is presented for signature by Tenant and it is understood that this Lease shall not constitute an offer by or be binding upon Landlord unless and until Landlord shall have executed and delivered a fully executed copy of this Lease to Tenant.

Section 31.2. The obligations of Landlord under this Lease shall not be binding upon Landlord named herein after the sale, conveyance, assignment or transfer by such Landlord (or upon any subsequent landlord after the sale, conveyance, assignment or transfer by such subsequent landlord) of its interest in the Premises, and in the event of any such sale, conveyance, assignment or transfer, Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord under this Lease thereafter arising, and the transferee shall be deemed to have assumed, subject to the remaining provisions of this Section 31.2, all obligations of the Landlord under this Lease arising after the effective date of the transfer. No trustee, partner, shareholder, director or officer of Landlord, or of any partner or shareholder of Landlord (collectively, the "Parties") shall have any direct or personal liability for the performance of Landlord's obligations under this Lease.

Section 31.3. If with respect to any required consent or approval Landlord is required by the express provisions of this Lease not to unreasonably withhold or delay its consent or approval, and if it is determined in any such proceeding referred to in the preceding sentence that Landlord acted unreasonably, the requested consent or approval shall be deemed to have been granted; however, Landlord shall have no liability whatsoever to Tenant for its refusal or failure to give such consent or approval. Tenant's sole remedy for Landlord's unreasonably withholding or delaying consent or approval shall be as provided in this Section.

Section 31.4. If Tenant shall remain in possession of the Premises after the Expiration Date, without the execution by both Tenant and Landlord of a new lease, Tenant, at the election of Landlord, shall be deemed to be occupying the Premises as a Tenant from month-to-month, at a monthly rental equal to the greater of (i) two times the Rental payable during the last month of the Term, or (ii) the then fair market rental value of the Premises, as determined by Landlord, subject to all the other conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.

Section 31.5. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. If any words or phrases in this Lease are stricken out or otherwise eliminated, whether or not any other words or phrases have been added, this Lease shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included in this Lease and no implication or inference shall be drawn from the fact that such words or phrases were stricken out or otherwise eliminated.

Section 31.6. If any of the provisions of this Lease, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and shall remain valid and enforceable, and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 31.7. This Lease contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Lease. This Lease may not be changed, abandoned or discharged, in whole or in part, nor may any of its provisions be waived except by a written agreement that (a) expressly refers to this Lease, (b) is executed by the party against whom enforcement of the change, abandonment, discharge or waiver is sought and (c) is permissible under the Mortgage(s).

Section 31.8. This Lease shall be governed by the laws of the State of New York without regard to conflict of laws principles.

Section 31.9. If Tenant is a corporation or a limited liability company or a limited liability partnership, each person executing this Lease on behalf of Tenant hereby covenants, represents and warrants that Tenant is a duly incorporated or duly qualified (if foreign) and is authorized to do business in the State of New York (a copy of evidence thereof to be supplied to Landlord upon request); and that each person executing this Lease on behalf of Tenant is an officer or member or partner of Tenant and that he or she is duly authorized to execute, acknowledge and deliver this Lease to Landlord (a copy of a resolution to that effect to be supplied to Landlord upon request).

Section 31.10. The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease nor the intent of any provision thereof.

Section 31.11. The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective legal representatives, successors, and their permitted assigns.

Section 31.12. This Lease 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 Lease may be signed by facsimile or pdf signature.

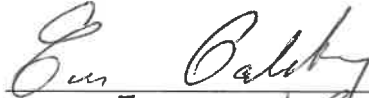
**SIGNATURE PAGE FOLLOWS**



IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.


LANDLORD:

**Luna Park Housing Corp.**

By:   
Name: Emmanuel Golitskiy  
Title: Board President

TENANT:

**TUH Innovation**

By:   
Name: VYACHESLAV ASKES  
Title: PRESIDENT

RIDER to AGREEMENT between

LUNA PARK HOUSING CORPORATION ("Owner/Landlord")

&

TUH INNOVATION ("Contractor/Tenant")

For Training Center Lease

Dated March \_\_, 2025 (the "Agreement")

**THE OWNER AND CONTRACTOR AGREE AS SET FORTH BELOW:**

1. In the event there is a conflict between the Rider and the appended Agreement, this Rider shall prevail.
2. During the entire period of performance of said work, CONTRACTOR shall, at its own cost and expense, maintain in full force and effect the following insurance:  
worker's compensation, general comprehensive liability or manufacturer's product and contractor's liability naming the OWNER and HPD, CITY OF NEW YORK as additional insured parties, in such companies and on forms of policies acceptable to OWNER and New York City Department of Housing Preservation and Development ("HPD")
3. The said public liability insurance shall be in limits of at least \$1,000,000.00 for injury to any one person and \$2,000,000.00 aggregate for any single occurrence and shall provide at least \$500,000 for property damage.
4. Such policies shall further provide that such insurance will not be materially changed or canceled during the term hereof until and unless thirty(30) days written notice thereof shall have been given to OWNER and HPD.
5. Prior to the commencement of the work hereunder CONTRACTOR shall furnish to OWNER and HPD certificates of all insurance required hereunder, setting forth OWNER and HPD, CITY OF NEW YORK as additional insureds, and the 30 day cancellation notice required pursuant to paragraph 4 above.
6. CONTRACTOR shall not assign any moneys due or to become due under the Rider and appended Agreement without the written consent of OWNER and HPD nor shall CONTRACTOR subcontract or assign any of the work to be performed hereunder without the written approval by OWNER and HPD of such sub-contractor or assignee.
7. Except as otherwise provided herein, and to the fullest extent permitted by law, OWNER, its shareholders, officers, directors, agents and employees, OWNER's Managing Agent and/or HPD (collectively, the "Indemnified Parties") shall not be responsible or liable for any injury to any person, whether employed by CONTRACTOR or otherwise, or for loss or damage to any property, whether belonging to CONTRACTOR or others, arising from the acts of

CONTRACTOR or its agents, servants and/or employees during the performance of the Work. CONTRACTOR at its own cost and expense shall exercise every possible precaution and means to avoid accidents or injury to persons and property. In the event of damage or injury to persons or to property, the liability of CONTRACTOR under this paragraph shall not be limited to the extent of the negligence on its part or on the part of its agents, servants and/or employees. In the event that suit is brought against any of the Indemnified Parties, or that any claims arise from any of the above causes, and to the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the Indemnified Parties at its own expense as soon and as often as claims are made and suits brought, CONTRACTOR shall defend the Indemnified Parties, at the Indemnified Parties' option and with counsel reasonably acceptable to the Indemnified Parties, and CONTRACTOR shall be liable to the Indemnified Parties for any and all fees, costs, expenses and disbursements, including but not limited to attorneys' fees and any costs for any appeals, paid by the Indemnified Parties and for all other sums paid by the Indemnified Parties, which are the obligation of CONTRACTOR under this paragraph. In the event that judgment is entered against any of the Indemnified Parties in any such action, CONTRACTOR shall, immediately after the entry thereof, also pay the full amount of such judgment. Nothing herein shall be construed to require CONTRACTOR to indemnify OWNER for any damage or liability arising out of the negligence of OWNER, its agents or employees.

8. If and to the extent that any provision of the Agreement and/or this Rider shall be unlawful or contrary to public policy, the same shall not be deemed to invalidate or otherwise affect the other provisions thereof.

9. The parties hereto, for themselves and their respective heirs, successors and assigns, do hereby agree to the full performance of the covenants and agreements herein contained.

10. CONTRACTOR shall perform the Work in compliance with all laws and ordinances and in accordance with all rules, regulations, promulgations, edicts and requirements of any governmental agency, including HPD. CONTRACTOR shall secure, at its own cost and expense, all permits, licenses, certificates or other permissions and approvals required for the Work.

11. CONTRACTOR shall not be paid for any work, labor, services or materials furnished over and above those set forth in the Agreement, unless such extra work is authorized in writing by OWNER and HPD.

12. Materials, equipment and workmanship may be subject to the inspection and written approval of HPD or its duly authorized agents during the progress of the work and before final payment is made on the Agreement.

13. The Agreement may be cancelled without cause by the OWNER upon thirty (30) days written notice, upon the direction of HPD upon ten (10) days written notice and immediately at HPD's direction or by the OWNER acting upon its own initiative in the event of a material breach. In the event the Agreement is so cancelled, CONTRACTOR shall be paid the amount due to date less any setoffs due OWNER.

14. No company, association, director, officer, employee, agent or other person shall offer, pay, solicit or receive, directly or indirectly, any commission, bonus, gratuity, fee or any other payment not expressly authorized by HPD. Violation of this subdivision by any company, association, director, officer, employee, agent or other person shall be cause for discharge and any other appropriate action.

15. If any federal, state or municipal law or regulation requires CONTRACTOR or an employee or subcontractor to be licensed in order to legally perform the work, CONTRACTOR shall submit a copy of each required license upon either OWNER's or HPD's request. If any such license is revoked, suspended or terminated, CONTRACTOR shall give immediate notice thereof to both OWNER and HPD.



16. Where a license required pursuant to paragraph 15 is revoked, suspended or terminated for any reason whatsoever, HPD and/or OWNER may deem such action to be a material breach of the Agreement.

17. If there is a change of any principal owner, partner, director or officer of CONTRACTOR, or if any such persons or the CONTRACTOR is indicted for any criminal offense, CONTRACTOR shall immediately give notice thereof to both OWNER and HPD.

18. If Contractor fails to give notice as required by paragraph 15 and/or paragraph 17 of this Rider, HPD or OWNER may deem such failure to be a material breach of the Agreement.

19. This Agreement may not be changed, modified or discharged, in whole or in part except in writing executed by all parties including an approval by HPD.

20. This Agreement shall not be effective without the prior written approval of HPD.

Contractor/Tenant:  Owner/Landlord: 

TITLE: PRESIDENT TITLE: Board President

DATE: 4/2/25 DATE: 4/2/25