

Office of Asset & Property Management Division of Housing Supervision 100 Gold Street New York, N.Y. 10038

December 20, 2021

LOUISE CARROLL
Commissioner
JIM QUINLIVAN
Executive Deputy Commissioner
Chief Diversity Officer
A. A. HENDRICKSON
Deputy Commissioner
JULIE WALPERT

Scott M. Smiler, Esq. Gallet Dreyer & Berkey, LLP 845 Third Avenue, 5th Floor New York, New York 10022

> Re: Masaryk Towers Corporation Aime Leon Dore Sonny LLC Lease Agreement

Dear Mr. Smiler:

Assistant Commissioner

HPD has reviewed and approves the lease agreement between Masaryk Towers Corporation and Aime Leon Dore Sonny LLC. The lease is for a 5-year period.

If you have any questions, you may contact HPD's Portfolio Property Manager, Andy Allsop, by e-mail at allsopa@hpd.nyc.gov or at 212 863-4909

Sincerely

June Felix – Director Mitchell-Lama Portfolio

June Felix

cc: Julie Walpert
Peter Donohue
Andy Allsop
Mitch Magidson
Bernice McCallum

## STANDARD FORM OF STORE LEASE The Real Estate Board of New York, Inc.

Agreement of Flense, made as of this 20th day of Oct. in the year 2021, between Masaryks Towars Corporation, a New York corporation with the principal parts of the first part, beremajier referred to as FWNER, and office as 61 Columbia Street, NY NY 10002

Aima Leon Dora Sonny LLC, a New York limited liability Company Mitnesseth: Owner hereby leaves to Tenant and Tenant hereby lures from Owner the gymnasium Cand as Surther desembered in the Rider)

in the building known as 59 Calumbia Strant in the Borough of Manhatham , City of New York, for the term of Fra River

(or until such term shall sponer cease and expire as hereinafter provided) to commence on the

both dates inclusive, at the annual rental rate of

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Owner or such other place as Owner may designate, without any setoff or deduction whatsoever, except that Tenant shall pay the first inouthly installment(s) on the execution hereof (unless this lease be a renewal).

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of cent to Owner pursuant to the terms of another lease with Owner or with Owner's predecesser in interest, Owner may at Owner's option and without notice to Tenant add the amount of such arrears to any monthly installment of rent payable hereunder and the same shall be payable to Owner as additional tent.

The parties hereto, for themselves, their heirs, distributes, executors, administrators, legal representative, successors and assigns, hereby covenant as follows:

Rent: Occupancy: Tenon; shall pay the rent as above and as hereinafter provided
 Tenon; shall use and accupy the denised premises for

See Rider

and for no other purpose. Tenant thall us all times conduct its business in a high grade and reputable manner, shall not violate Article 37 hereof, and shall keep show windows and ugas in a next and clear condition.

Afterstions:

3. Tennet what make an changes in or to the demand promises of any nature virtual Council's prior written content. Subject to the prior written consent of Owner, and not the prostations of the antie. Tennet, at Tennet expense, may include alterations, makintaines, additions or improvement which are non-translated and white due and affect utility services or plumbing and electrical lines, in ar to the interior of the demand promises by inling contractions or mechanical first approved in oracle instance by Course Tennet shall, before making any alteratives, additions, instabilitions or improvement, as its expense, otherwise permits, appearable and certificates required by any posturioristal organic-potentional bodies and improvements are expensely distinct, and completely eventual contraction of all study points. Appearable made certificates required by any posturioristal points, appearable made certificates required by any posturioristal organic distinct format proposed interiorists. Others was require to promptly distinction of all study points, appearable made certificates to Owner, and Fernal study and configuration to Owner, and Fernal study and certificates and all deviation of the study points. Appearable interior to Owner, and Fernal study of the study

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aboth thall or wight subject Owner to any lightly of expensionly to any person, et for property demany. Tenner thall pay all costs, expense, three jetalises at darages, which may be unposed upon Owner by traten of Fernat of affact to memply with the provisions of this mide. If the fire instruction are also that the transport of the least, or at any time there where he higher that a observation would be, then Tennes shall reinhalmed Owner, as add-howed non-linearing to which hall have been charged because of much fadire by Tennes, to the new the safety of the control of the fadire by Tennes, to the posterior of all the attention of the nation. It is a supplied to the control of the safety of th

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8. Owner or its agents shall not be liable for any disruptive that the property of Termin or of others of Property Lass.

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injunt written melice from Owner, will, at Termin a response, ream or interming, such sepreval and to be americanced by writhfield.

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Entiment 10. If the whole or any part of the denoted premises shall be acquired or condensed by Entiment Domains in any public or case public one or purpose, then and at that event, the term of this lease shall exam and translate from the that of the versing as such proceeding, and Teront shall frave not claim for the value of firm unexpant turn at just lease. Tennet shall have the right to make an independent claim to the confidence and purpose, the shall for the value of firm unexpant turn at just lease from the purpose of property, trade festives and equipment, prototed Tenant is crutted partiant in the terms of the lease to transive such property, trade festives and equipment, prototed Tenant is first than the cond of the lease to transive such property, trade festives and equipment at the word of the lease, and provided further took claim does not reliate Owner's around

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the assignment or collection; dails be deemed a yourse of the correction, or the
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therein.

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public parts of the hundring, and to change the name, manher or designation by which the building may be known

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18. Format wall not at any time to set occupy the decision, or of the certificate of occupancy issued for the building of which the demond premises are a just Terant has imported the demond premises are a just Terant has imported the demond premises and accepts them "nois", subject to the index paraced herein with respect to Owner's work, if any In any securit Owner makes no terresentation as in the cool-thous of the demised permiser, and Terant agrees to accept the same subject to violation, whether or ma of recond-

representation as to the condition of the demised premiser, and Tensor agrees to accept the same subject to violations, whether or out of record Bankruptey:

16. (a) Anything elevations in this leave to the canonical by Landinal by the serving of a southern active to Tensor such as acceptable by Landinal by the serving of a southern active to Tensor such as acceptable time after the happening of any one or more of the following examts: (1) the commisser-center of a case in bankruptey or indirect the large examts. (2) the commisser-center of a case in bankruptey or indirect the large of many state natural fewer (we a quaranter of any of Tennot's obligations under this leave) and the thirty, or (2) the making by Tennot (or a guaranter of any of Tennot's obligations under this leave) of an anappropriate areas and the second of the person of any state are radie of count, shall distract only state are radie of count, shall distracted by the examined Programs of the persons of site to the count of the landing the sampled in accordance with terms, the previousner of this variety to the sampled in accordance with the terms, the previousner of this variety to the sampled in accordance with the terms, the previousner of this variety to the subject of the law of the party then severing Tennot's interest on this leave.

(b) It is significated and agreed that in the event of the termselving tennors of the terms of the law of the provisions of this leave to the contrary, to the commission of this leave to the contrary, to the difference between the sent retrieval hereunder for the acceptable portion of the term derived and street that it demission in the derived premise for the same period. In the companion of the form derived and the fact and reasonable rend value of the derived premises for the same period. In the companion of the chartence the extent derived and the fact and reasonable rend value of the derived premises for the same period. In the companion of the highest of the Owner to the difference the extent of the d

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No Walvery 24. The failure of Owner to stell redices for violation of, of he insist upon the strict performance of any convenion of maintain of this lease or of any of the Bules or Regulations and forth or hereafter adopted by Owner, shall not prevent a studience and forth or hereafter adopted by Owner, shall not prevent a studience and the face mad effect of an original violation. The receipts by Owner of real multic additional rear with knowledge of the breach of any covernant of this fears shall be deemed a waiver of such breach, and or provision of this fears shall be deemed a waiver of such breach, and or provision of this fears shall be deemed a waiver of such breach, and or provision of this fears shall be deemed a waiver of such breach, and or provision of this fear shall be deemed a waiver of such previous stipulated shall waiver be in studient support on how been waived by Owner maless such waiver be in studient support or statement of any check or any fetter accompanying now thesis or proportion as test be described in accord and startification, and Owner that year except the check or payment as a cast be described in accordant antifection, and Owner that year except the check or payment without prejudire to Owner's night to recover the balance of such rear or passes any other reared or whis leave potavided. No act or thing show the pounce are observed when the state of a surrender of the demand promises and on agreement to accept the leave of the demand promises and on agreement to accept such surrender shall be valid unless, in viving agained by Owner. No cruptings of Owner or Owner's agent whall have any period to occept the leave of the demand permits a prior to the termination of the leave, and the diverse of beyes to any such agard or employee shall not operate as a semination of the leave of the demand permits and a semination of the leave of the demand permits and the acceptance of the leave of the demand permits.

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Writer 28. If Tenan require, tens or communes water for my purpose for addition to ordinary leaders purposes for which fact Tenant considered Owner to be the sade pudged Owney my motall a water metric and thereby measurem to be the sade pudged Owney my motall a water metric and thereby measurem to consider the meter construction. Thereby that by a Owner is the count of the meter and the cost of the metalliants thereoff, and themselved the discission of the Tenant's occupancy. Thereby that per add metalliation exaptoment to good weeking order and impair at Tenant's now out and order perfect. Thereby market to provide a series of an are despited. The market water continuous, as shown on add metric, as and when bull not readered. Tenant our enables and perfect on motal metric, as and when bull not readered. Tenant continuous which have no my the season tent, should five a rep transmitted large order to regulation made or instead or consociates with the safe, consumption, paintenance of supplied of water, water system or assessing or except personation or ayatem. The full readered by Owner shall be payable by Tenant as a different less thanks the same and the s منتاء مازم

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Sprinklers:

29. Anything claewhere in this lease in the currary percentions due, if the New York Beard of Fire Underwaters with Insurance Services Office, the any beneat department or officed of the Insurance Services of the, the anything experiment, require or command the installation of a spinkler system or but ray thanges, modification, alterations, or additional synthetic beath or other equipment because or other equipment because or the location of partitions, trade frames, or other continues to the demand preprints or fail any other reason, and any such spinkler system on the fire of the any other reason, and any such spinkler system on the fire instances rate or to any said Exchange or her spinkler system on the fire instances rate or to any said Exchange or he any firm assurance company. Format trail, at from it expense, promptly take such sprinkler system or the fire instances rate or to any order equipment as required, whether the work invalidations, changes, medifications, alterations, and supply additional sprinkler heads or other component as required, whether the work invalidation of sprinkler heads or other component as required, whether the work invalidation of sprinkler heads or other component as required, whether the work invalidation of sprinkler heads or other component as required, whether the work invalidation of sprinkler heads or other component as required, whether the work invalidation of sprinkler heads or other component as

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or assigns shall be bound by any such assignment, encumbrance, attempted encumbrance.

Captions: 32. The Captions are inserted only as a matter of convenience and for reference and in no way providing thereof.

Definitions:

33. The term "Owner" as used in this leave means cally the Owner, or the mortgage in passession, for the time being of the land and bindings of which the derived periods form a part, so that in the event of any cale or seless or conveyance, assignment or tractifer of said land and building or of said land, and the land and building or of said land, as the said Owner shall be and hereby is entirely freed and relieved of all cincenness and obligations of Owner furnated, and it should be treated and construed without further agreement between the pasties or their successors in interest, or between the parties and the parties or their successors in interest, or between the parties and the parties, or their successors in interest, or between the purchaser, grantee, assigner or transferred at eny such sale, or the said lesses of the building, or of the land and building, that the purchaser, grantee, assigner or transferred at eny such sale, or the said lesses of the building, or of the fand and building, that the purchaser, grantee, assignee or transferred at early out any and all covenants and obligations of Owner herestode. The words "re-enter" and "re-entry" as used in this leave shall evalual Saturdays, Standays and all days designated as behalays by the applicable building service union employees service contract or by the applicable Operating Engineers contract with respect to HWC Service. Wherever it is expressly provided in this leave shall evalually stated to the unreasonably withheld, such coverent shall not be unreasonable delayed.

Adjacent 34. If an excavation shall be made upon land adjacent to the demixed premises, or shall be subserving authorized to be made, Tenant thail affined to the person causing or authorized to cause such a state upon the demixed premise for the purpose of doing such work, as said person shall deem necessary, to preserve the wall or the balling of which the demixed premises form a puri from highly or darrange and to support the same by proper foundations, without any claim for daranger or indensitive against Owner, or diministing or abutement of real.

Rulas aid

38. Terant and Terant's servinus, employees, Regulations:
agents, visitors, and heensees shall observe failifially, and comply starely with the Rodes and Responsible starely with the Rodes and Responsible starely with the Rodes and distinct reasonable Rules and Responsible and Responsible and Responsible to regularize the large time to time adopt. Notice of any additional Tules or regularizes that be given in sitch nazure at Owner may elect. In case Tenant disputes the reasonablemens of any additional Rule or Regulation to the Rode and Responsiblemens of any additional reasonablemens of such Rule or Regulation for decision to the New York office of the American Arbitration Aspectation, whose determination pitals find the continuous upon the parties herefor the reliable to decination of the Resultation of the Resultation and the Resultation of th

of tames, coverants or conditions in any other lease, at against any other tenant, and Owner shall not be liable to Tenant for violation of the same by any other tenant, its servents, employees, agents, visitors or licensees.

Gass: J6. Owner shall replace, at the expense of Tersant, any and all plate and other glass dameged or broken flure any cause uduatoewer in and about the deminest permitse. Owner may owner, and keep missent, at Tersant's expense, all plate and other glass in the demited permitser for and in the name of Owner. Bills for the permitsent therefore thall be rendered by Owner to Tenand of such times as Owner may elect, and shall be due from, and payable by. Tenant when rendered, and the amount thereof shall be due from a document to be, and be just as, additional tent

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January and the reputation of the Owner will be remained for any obscene or pomographic purposes or says and of commercial sex establishment. Tenand agrees that the man will not being or portion permits any obscene or pomographic material on the demised permitses; and shall not permit or conduct any obscene, make, or semi-make live performances on the demised permitses, nor permit use of the demised permises for andemodeling, rap sensorm, or as a secalled rubber goods along, or as a secalled my sort, or ast a "macoage parlior." Teman agrees further that Termitalli not permit any of these unes by any sublective or assignee of the demisted permises. This Article shall directly bird any successors in internal to the Termit Termit agrees that for that less and objectionated of a substantial obligation of the term of that less and objectionated or a substantial obligation of the term of that less and objectionated conduct. Permographic material is defined for purposes of this Article sort with the remaining or practical innates with principal agrees that level or practical matter with principal agrees that I are greatest of instrument that we primarily connected with level or prairing sexual activity. Obscene material is defined here as it is in Penal Law §235.00.

Estoppel

Estoppel 38. Tenant, at any time, and from time to time. Certificate: upon at least 10 days prior netice by Owers, that we may other person, from or coprocution specified by Owers, a statement certifying their this tense is sunnoishfied and in full force and effect or, if there have been useful factors, that the same in full force and effect as medified and stating the medifications, but the same in full fire and effect as medified and stating the medifications, that the earlier of the three causes are defaults by owner under this fease, and, if so, premitting each such the final send such other information as shall be required of Tenau.

Successors

39. The covenints, conditions and agreements and Assigns:

contained in this lease shall band and insue to the beart of covenints and their respective heart, distributes, execution, administrators, successors, and except as a cherwise provided in this lease, then consigns. Tourist shall look only to Doner's estates and interest in the land and building for the satisfaction of Fernant's remedies for the collection of a judgment for other judicial process) against Owner in the event of any default by Owner herearder, and no other property or actes of reach Owner (as any pariser, member, officer or describe thereof, disclased or undisclaned), shall be abject to lay, execution or other enforcement procedure for the satisfaction of Fennal's remedies (ander, or with respect to, that lease, the relationship of Owner and Tennal leverander, or Tennal's use and occupancy of the demined premises

NOTARY PUBLIC

In Witness Whereof, first above written.	Owner and Tenant have respectively:	igned and sealed this lease as of the day and year
Witness for Owner:	No.	Money Toward Corporation
		By: Barnice Mc Callum, President
Witness for Tenant:	Air	na Lean Dore Sonny LL
Proposed to the second	*	35:
	ACKNOWLEDGEMEN	т
STATE OF NEW YORK,		
	SS.:	
COUNTY OF		
On the day of in and for said State, personally appea	in the year	, before me, the undersigned, a Notary Public
		, personally lual(s) whose name(s) is (are) subscribed to the within
		heir capacity(ies), and that by his/her/their signature(s)
	he person upon behalf of which the individ	

or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

Captions: 32. The Continue are inserted only as a matter of convenience and for reference and in no way define, hout or describe the scope of this lease nor the intent of any provision thereof.

provision thereof.

Definitions:

33. The term "Owner" as used in this leave there only the Crawer, of the mortgager in peacetaion, for the time being of the land and building for the Crawer of a tease of the building or of the land and building for the Crawer of a tease of the building or of the land and building for the democratic promises form a part, 30 that in the event of any take or sales of conveyance, assignment or transferr of said land and building or of the land, or in the event of a large of had building, or of the that and building, the said Owner shall be and benefit in entirely, freed and releved of all orwannts and obligations of Owner hereander, and a plant like deterted and convenient and obligations of Owner hereander, and a shall be deterted and convenient and obligations of Owner present between the parties or their successors in interest, or between the parties and the purchaser, guarders or their building, or of the land and building, that the purchaser, guarder, assigned or transferce at any such sale, or the said lesses of the building less assumed and apprect to carry out any and all revocates and obligations of Owner breamder. The words 't e-ested' and 't-e-critity' as used in this fease are put restricted in their technical legal meaning. The term "business days" as used in this fease that evoked Saturdays, Sandays and all days designated as buildays by the applicable building service union employees service contract of by the applicable building revoce union employees service contract of the theory of the property of the same days of the total construction of the property of the property of the same days of the total construction of the property of the property of the parties of the same days designed to buildays the parties of the property of the property of the property of the property of the same days of the property of t

Adjacent 34. If an executation shall be made upon land abarent to the denieted premises, or shall be authorized to be under Tenant shall affined to the person causting or authorized to tenance ruch of during meth work, as and person shall deem necessary, to preserve the wall at the building of which the demised premises from a part from items or damages are to support the same by proper foundations, without any claim for damages or indemnity ogainst. Owner, or dissimulation or abutement of rent.

Rules and

AS. Terrant and Tenant's servants, employees, 
Regulations:

agents, visitors, and licensees shall observe 
faulthfuls, and comply streetly with the Rules and 
Regulation and such other and further sentencible Rules and Regulation 
as Owner or Owner's agents may from time to time adopt. Notice of any 
additional rules or regulations shall be given in such manner at Owner 
may cliest. In case Tenant disputes the reasonablemens of any additional Rule or Regulation hereafter nimdo or adopted by Owner or Owner's 
agents, the parties hereate agree to submit the agentation of the 
reasonablemens of such Rule or Regulation for decision to the New York 
office of the Athonican Arbitation Association, whene determination affects 
for a Athonican Arbitation Association, whene determination that 
the first and conclusive upon the parties hereto. The right to dispute the 
reasonablemens of any additional Rule or Regulation upon Tenant's 
article of the viting, typic Oseric, within fifteen (15) day after ground 
notice, in witning, typic Oseric, within fifteen (15) day after ground 
protect 
proposed of Nothing in this lease entiained shall be centured to impose 
upon Owner any shay or chilgation to enforce the Rules and Regulations.

or terms, cavenaris or conditions in any other lease, as against any other terant, and Owner shall not be liable to Terant for violation of the same by any other terant, its servants, employees, agents, visitors or licensees

Glass: Six Owner shall replace, as the expense of Terund, any and all plate and other glass damaged or troken from any cause whotseever in and about the democal paramete. Owner may maker, and keep mayerd, at femant's expense, all plate and other glass in the demisted premises for and in the name of Owner Blass for the permission shall be tendered by Owner to Terunt at such times at Owner may effect, and thall be due from, and payable by, franant when rendered, and the amount thereof thall be deemed in be, and be passed as, additional rent.

Estoppel 38. Tenare, at any time, and from time to time, conflicted:

upon at least 10 days prior notice by Owner, shall execute, action-whelese and deliver to Owner, a statement contribute that the person, from or corporation specified by Owner, a statement contribute that the series is included and in full faces and effect or, if there have been madelinations, that the same is in full faces and effect as modified and stating the modifications, stating the states which the rant and additional tent have been pand, stating whether or not there exists any defaults by owner under this lease, and, if so, specifying each such of default and such after information at shall be required of Tenare.

Successors

39. The covenante, conditions and agreements and Assigns:

and Assigns:

benefit of hower and Tenant and ingrements contained in this lease shall bind and must to the benefit of hower and Tenant and their respective thins, distributes execution, administration, successors, and except as otherwise provided in this lease, their weigher. Tenant shall fook only to Owner's estate and interest in the land and boulding for the statistication of Tenant's remedies, for the cellection of a judgment for other judicial process) against Owner in the event of any default by Owner breamfort, officer or direction thereof, disclosed or indisclosed), shall be abheet to leave, execution or other enforcement procedum for the santifiction of Tenant's remedies under, or with respect to, this tenae, the relationship of Owner and Tenant Tenant Increasable, or Tenant's use and occupancy of the demined premites.

Magaruk Towers Corporation

In Mitness Afferent, Owner and Tenant have respectively signed and scaled this lease as of the day and year first above written

Witness for Owner:	9
	By: Bernica Mc Callum, President
Witness for Tenant:	Aime Lean Dora Sonny LLC
	ACKNOWLEDGEMEN'I'
STATE OF NEW YORK,	
SS.:	
On the day of Octoor	they in the year DDI, before me, the undersigned, a Notary Public personally asserting evidence to be the individually whose name(s) is (use) subscribed to the within

instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s)

on the instrument, the individual(s), or the person upon behalf of which the individual(s) aread, executed the instrument

NOTARY PUBLIC ANTHONY CASALE Notary Public, State of New York Plag. No. 02CA6340775 Cualified in Queens County Commission Expires April 25, 2024

Cora

#### GUARANTY

GU.

The underligent Guaranter guarantees to Doner Owner's successors and assigns the full particulance and observations of all the agreements in his partitured and observed by Tenant in the adocted leave including the Rules and Regulations, "as discrition varieties," and Regulations, "as discrition varieties, which all the moderate of formation of nonpreformance, or prices' or parties of demand to hold he underlighted responsible times their garantees, all of which it is undestigated exposent his context Plate garantees, will not know their hearthly exposent great their parties, and of the gleat of this agreement, and the agreement of the Guarantee under this agreement and his agreement of the Guarantee under this agreement and hearthly waston of the elitate to Owner against front of their gibts or remedies, greate to Owner as agreed in the statched leave. The Guarantee finisher agrees that this guarantee down and common and common agree than in unstained and the parties of Owner and Charanter agree that the greatest greates the characteristic of the feater and common agree than in any action of the parties of the feater and the context of the parties of the feater and the context of the parties of the feater and the context of the parties of the feater and the context of the parties of the parties of the feater and the context of the parties of th

Dated in the seas Guarantur Witness Guaranter's Residence

Business Address

Firm Name

STATE OF NEW YORK

1

COUNTY OF

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Napp

#### IMPORTANT - PLEASE READ TO

#### RULES AND REGULATIONS ATTACHED TO AND MADE A PART OF THIS LEASE IN ACCORDANCE WITH ARTICLE 35.

- The automatics, encourtes, drivewales, pistaggis, courts, elevations, vertibules, therways, considers or halfs shall say be electrosed or committeed by any Farmett of used for any purpose other than for uppers to and eigens from the drivers of merchandre and equipment in a prompt and efficient interact testing elevations and pranageously designated for under dedictory. We then, the shall not be taken it may space, or in the public half of the building, other by any termst or by pibbers, or others in the delivery or roong of merchandres, any local tracks except those except these and aufferguards.
- 2. If the denoused promoses are scharged on this general floor of the building. Tenant thereof shall further, at Tenant's expense, keep the sidewalks and custs in front of and premises scharged fire from ice, assess, etc.
- The water and wash closets and plumbing fixtures shall not be used for suposes other than those for which they were designed or constructed
- Tenant shall not use, keep or permit to be used or kept, any faul or reactions gas or substance in the deniced premites, or permit or sulfig the demised premite processes to be occupied or used in a financian toffensive or educationable to Oronize or objectionable to Oronize or objectionable in Oronize or objectionable in Oronize or objectionable in the building by reason of noise, extend and or vistancies, or interferie in any very with other fenous or those facing beautiful them.
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- 6. Terrant shall not might, pains, drill into, it is any way delace any part of the demised promises or the bailding of which they ferm a part. No belong, taking or sampling of water shall be permitted, eccept with they prior written extract of Cover, and no Course may direct. Terrant and not by fourthern we other transfer from commany to that the copy deal force or other transfer from commany to that the copy deal force or other transfer. You have been according to a dealer of the content from content, and, it is includent or entire samply from content or a dealer of the content from the content of the content

to first affixed to the flour, by a paste or ester material, actable in water, the use of centure or other similar adversor material being expressly probabiled.

- 7 Freight, formisser, brances equipment, inscribation and hiller matter of any description shall be identiced to and conserved from the derived promises even to the freight elevators and through the service manusci and considers, and only drawing brown and or a measure approved by Object Chart reserved he tight to unspect all freight to be brought unto the haliding and be evaluated from the haliding and freight which violates and of those Rules and Regulations on the leave of which these Rules and Regulations are a part.
- S. Owner reserves the right to exclude from the building between the bound (6.2%), and 8.4 M, and at all hears on Stindays and holistays all prisons who do not present a pasts in the building signed by Owner Owner will furnish passes to pensus for whom Tennet reposits some in writing. There shall be responsible for all pensus for whom it requests some in writing. There is shall be inspected by the pensus for whom it requests some press, and shall be liable in Owinz for all acts of such pensus.
- 9. Owner shall lowe the right to probabit any odverticing by Tenant which, in Owner's episten, tends to impar the reputation of Owner or the Insiding's desirability of a Issiding for extract or of this, and open written retrier from Owner, Toward shall refrain florms of describing and advertising.
- 10 Tensot shall not bring or paints to be brought or long in or on the demand printed, any inflammatic, combanishe, or explaint, or hazardous flink instruction, observant or substances; or same or permit any other not exchange as other processing, or any instruction of exchange or other processing, or any instruction of extension of printed in or exmantly from the demand promition.
- 1) Terrort shall not place a food on any floor of the demand premises exceeding the floor load for square frost area which was designated in early and whether allowed by law Corner marries the right to premise the weight and provides the weight end provides the weight end of the floor of the affect, however makes and mechanical engineers. Such mutalliances shall be placed and manufactured by Testern at Tenand, conjecture in such setting sufficient on Owner's judgment in abunda and previous whether. neme and arminuming
- 12. Refere and Tradi Tenori experients and agrees, at its role can and experient, to exceptly with all precious and financiated refere and regulations of all state. Federal remotions and local regulation for all final procuments, departments commission and boards regulating the collegence, serving, experience and respecting of week products, garbage, reflace and teach. Tenus dual pay all costs, expenses, fines, penalties or demangs that may be improced on Owner or Tenus by reason of federals finalties in sumply with the permitteness of this flacking Rafe 12, and a Tenus to the cost and expenses, shall indemnets, network and tool Charlestonic flowledge reasonable legal from and expension from and against any actions, charm and with strong from the law accomplisions, indicately in Owner.

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Approved by	У четинентельностине дополня у	1	

# RIDER TO LEASE, DATED October 20, 2021 BETWEEN MASARYK TOWERS CORPORATION, AS OWNER AND

## AIME LEON DORE SONNY LLC, AS TENANT OF THE GYMNASIUM LOCATED AT 69 COLUMBIA STREET, NEW YORK, NEW YORK 10002

- 40. In the event of any inconsistency between the provisions of this Rider and those contained in the Lease to which this Rider is annexed, the provisions of this Rider shall govern and be binding. All defined terms on the printed part of the Lease shall have the same meaning in this Rider.
- The words "Owner", "OWNER" and "Landlord" shall have the same meaning and may be 41. used interchangeably in the Lease and Rider. The words "Tenant", "TENANT", "You" and "Your" shall have the same meaning and may be used interchangeably in the Lease and Rider. The words "Building" and "Property" shall have the same meaning, may be used interchangeably in the Lease and Rider and shall refer to all or a portion of the land, building(s) and improvements thereon, including any air rights and development rights, owned by OWNER and of which the demised premises forms a part of; said Building being located at 69 Columbia Street, New York, New York 10002. The words "demised premises", "premised demised", "leased premises", "commercial unit", "commercial space", "gymnasium" and "gym" shall have the same meaning, may be used interchangeably in the Lease and Rider. The words "Rent", "Fixed Rent", "Base Rent" and "Annual Rent" shall have the same meaning and may be used interchangeably in the Lease and Rider. The words "Added Rent" and "Additional Rent" shall have the same meaning and may be used interchangeably in the Lease and Rider. The words "reasonable times" and "reasonable hours" in the context of OWNER's access to the demised premises and Building, shall have the same meaning as "those hours in which the demised premises is open to the public" and may be used interchangeably in the Lease and Rider. The words "notice of cancellation" and "notice of termination" shall have the same meaning and may be used interchangeably in the Lease and Rider. The words "term of this Lease" shall refer to the initial term of this Lease and any extension thereof, if applicable.

The demised premises shall include the gymnasium, the gymnasium office, the gymnasium locker room, the gymnasium lavatory and the stairwell leading from Columbia Street to the gymnasium (the "Columbia Entrance"). TENANT shall have use of the side staircase and rear staircase for emergency egress use only.

42. No later than ten (10) calendar days from the Commencement Date (as defined below) OWNER shall, at its sole cost and expense, complete the following work in order to prepare the demised premises for TENANT's use:

a. Deliver the demised premises and the Columbia Entrance vacant, broom swept and free of all debris (the "Initial Work").

Except for the Initial Work, OWNER shall have no obligation to perform any work in, or make any alteration, or improvements to, the demised premises or the Building to ready the demised premises or the Building for, or make any payment or other contribution to TENANT or otherwise in connection TENANT's use and occupancy of the demised premises. The Initial Work shall be performed by OWNER only once, it being understood that OWNER's obligation to perform the Initial Work is a single non-recurring obligation. OWNER shall perform the Initial Work in accordance with all applicable requirements and shall prosecute same to completion in a diligent and workmanlike manner.

- 43. TENANT hereby acknowledges that it has submitted this Lease to its attorney, who has advised TENANT of its rights and obligations hereunder or that TENANT has been given full fair opportunity to consult with an attorney, has elected not to do so and otherwise understands their rights and obligations hereunder.
- 44. The initial term of this Lease is for five (5) years.

The Rent provided for herein shall be payable by TENANT to OWNER in equal installments on the first day of each and every month during the initial term of this Lease, as follows:

<u>PERIOD</u>	ANNUAL RENT	MONTHLY RENT
First Year	\$48,000.00	\$4,000.00
Second Year	\$49,440.00	\$4,120.00
Third Year	\$50,923.20	\$4,243.60
Fourth Year	\$52,450.90	\$4,370.91
Fifth Year	\$54,024.42	\$4,502.04

The First Year of the term of this Lease shall begin upon TENANT receiving written notice from OWNER that the New York City Department of Housing Preservation and Development ("HPD") approved this Lease (the "Commencement Date"), provided, however, that if HPD does not approve this Lease within sixty (60) calendar days of HPD receiving a fully executed Lease and TENANT's Certificate of Insurance (in the amounts and coverage as required below) (the "Outside Date"), and TENANT responds timely to any reasonable additional informational requests made by HPD, and TENANT agrees to any reasonable comments HPD may require to be made to this Lease and/or TENANT's Certificate of Insurance, TENANT may cancel this Lease within ten (10) calendar days of the Outside Date upon written notice to OWNER. It being agreed and understood that TENANT shall not be required to agree to any HPD requests that increase TENANT's duties or obligations; and/or decrease TENANT's rights and privileges under this Lease other than to a de minimis extent. If HPD shall insist on any such condition(s), TENANT may cancel this Lease within ten (10) calendar days of TENANT's receipt of written notice of any such condition(s).

In the event that the Commencement Date shall occur on a date other than the first of the month, each new lease year of this Lease shall commence on the anniversary of the first calendar day of the month in which the Commencement Date occurred.

TENANT's first month's rental payment in the amount of Four Thousand Dollars and Zero Cents (\$4,000.00) and TENANT's security deposit in the amount of Nine Thousand and Four Dollars and Eight Cents (\$9,004.08) are due and payable upon the execution of this Lease. All monies paid upon execution of this Lease shall be in the form of certified funds or an official bank/teller's check made payable to OWNER. All monies paid upon execution of this Lease shall be unendorsed and TENANT acknowledges, understands and agrees that in the event any of these monies are not negotiated in due course, this Lease will be deemed void ab initio at the option of OWNER, who reserves the right to exercise this option in its sole discretion. In any case, TENANT shall promptly reimburse OWNER for any reasonable bank charges or other costs incurred by OWNER or OWNER's attorney if any check given by TENANT or on TENANT's behalf fails of collection.

The monthly rent and regularly accruing Additional Rent are to be received by OWNER no later than the tenth (10<sup>th</sup>) of every month; and all other items of Additional Rent shall be due and payable within thirty (30) days after billing. Modifying Article 17 of the printed form, TENANT shall be given a ten (10) calendar day cure period in the event of a monetary default (See also Article 79). Notwithstanding the aforementioned monetary default cure period, if for whatever reason, TENANT's Rent and regularly accruing Additional Rent is not received by OWNER by the tenth (10<sup>th</sup>) of the month, or all other items of Additional Rent are not received by OWNER within thirty (30) days after billing, TENANT shall remain responsible to pay OWNER a late fee of one-and-a-half (1.5%) percent of the amount of the delinquency, computed from the date such Rent and/or Additional Rent became due, as Additional Rent.

OWNER may apply any payments received from TENANT or from any third party for TENANT's account to unpaid Rent, to unpaid Additional Rent or to any other outstanding charge then remaining due and owing from TENANT to OWNER, including but not limited to late charges and reasonable attorneys' fees, in any order as OWNER may determine, in its sole discretion.

Throughout the term of this Lease, the amount of TENANT's security deposit shall at all times be equal to no less than two (2) times the then monthly rent.

In the event TENANT shall (a) be adjudged bankrupt; (b) make a general assignment for the benefit of creditors; or (c) have a receiver appointed on account of TENANT's insolvency, OWNER shall have the right to terminate this Lease upon five (5) calendar days' prior written notice to TENANT.

- 45. Provided TENANT is not then in default under the terms, covenants and conditions of this Lease, TENANT may occupy the demised premises for two hundred and twenty-nine (229) calendar days beginning on the Commencement Date (the "Build-Out Period"), without payment of Base Rent, but subject to all other terms of this Lease (including without limitation, other monetary obligations, if any). Upon the expiration of the Build-Out Period, TENANT's first month's Base Rent payment in the amount of Four Thousand Dollars and Zero Cents (\$4,000.00) which was delivered upon the execution of this Lease, shall be applied on the first (1st) calendar day following the expiration of the Build-Out Period. In the event that the expiration of the Build-out Period shall occur on a date other than the first of the month, the first monthly rental period shall be adjusted for the proportionate fraction of the whole month so that all payments other than the first shall be made and become due and payable on the first of each month.
- 46. Provided TENANT is not then in default under the terms, covenants and conditions of this Lease, TENANT shall have the option to extend this Lease beyond its initial term for an additional five (5) year term commencing immediately after the expiration of the initial term (the "Extended Term"), provided TENANT gives written notice (by certified mail, return receipt requested or by recognized overnight courier such as Federal Express) of its intention to extend this Lease to OWNER not later than six (6) months prior to the expiration of the initial term.

The Rent provided for the Extended Term shall be payable by TENANT to OWNER in equal installments on the first day of each and every month, as follows:

PERIOD	ANNUAL RENT	MONTHLY RENT
Sixth Year	\$55,645.15	\$4,637.10
Seventh Year	\$57,314.51	\$4,776.21
Eighth Year	\$59,033.94	\$4,919.50
Ninth Year	\$60,804.96	\$5,067.08
Tenth Year	\$62,629.11	\$5,219.09

Should TENANT exercise its extension option, within thirty (30) days of OWNER receiving TENANT's notice to extend the initial term of this Lease, OWNER and TENANT, upon OWNER'S request, shall execute a Lease Extension Agreement confirming the extension of TENANT's initial term of this Lease. Rent during the Extended Term will continue to be paid monthly on the first day of each month, and all other terms and conditions of this Lease shall apply to the Extended Term unless specifically noted otherwise in the Lease Extension Agreement.

Upon failure of TENANT to timely exercise its extension option in the manner provided herein, vacant possession of the demised premises shall be surrendered to OWNER in broom-clean condition, reasonable wear and tear excepted, on or before the Lease Expiration Date.

Failure to timely exercise any extension option shall automatically be deemed a waiver of TENANT's right to exercise any and all subsequent extension options.

- 47. Provided TENANT is not then in default under the terms, covenants and conditions of this Lease, TENANT shall have the option to cancel this Lease effective on the last day of either the First Year or Third Year of this Lease by giving OWNER not less than three (3) months prior written notice advising OWNER of such cancellation.
- 48. (a) During the entire term of this Lease and/or TENANT's possession of the demised premises, TENANT shall, at its own cost and expense, maintain in full force and effect, with the companies and on forms of policies reasonably acceptable to OWNER, the following insurance coverage and limits:
  - (i) Worker's Compensation and Employer's Disability Insurance: in the form and amounts prescribed by laws of the State of New York.
  - (ii) Comprehensive General Liability Insurance (including premises and products) with the minimum combined limits for bodily injury and property damage of \$1,000,000 per occurrence and \$2,000,000 per aggregate.
  - (iii) In the event that the conduct of the business by TENANT in the demised premises requires the use of an automobile on a regular basis, TENANT shall provide OWNER with due proof of the existence of the following insurance coverage, to wit:
    - Comprehensive Automobile Liability Insurance: (including owned, non-owned and hired vehicles) with the minimum combined limits of \$1,000,000 for bodily injury and property damage.
  - (iv) <u>Umbrella Liability Insurance</u> in excess of the aforementioned Comprehensive General Liability Insurance with a limit of not less than \$5,000,000.

During TENANT's build-out of the demised premises, TENANT shall also be required to secure and maintain Builder's Risk Insurance. The amount of TENANT's Builder's Risk Insurance shall be based upon TENANT's estimated completed value of the build-out. TENANT understands, acknowledges and agrees that TENANT shall be solely responsible for any insufficiency in the amount of coverage under its Builder's Risk Insurance caused by any reason whatsoever, including, but not limited to, TENANT's under-estimation of the completed value of the build-out and/or TENANT's failure to increase the amount of coverage in an amount equal to any increase in the cost of the build-out as it progresses. Notwithstanding TENANT's Builder's Risk Insurance policy, TENANT's general contractors and sub-contractors are to secure and maintain its insurance as otherwise

provided herein.

Notwithstanding TENANT's Builder's Risk Insurance policy, TENANT's general contractors and sub-contractors are to secure and maintain its own liability insurance.

- (b) All insurance required to be maintained by TENANT shall be effected by valid and enforceable policies issued by insurers of recognized responsibility satisfactory to OWNER and HPD. Within fifteen (15) days after the premium on such policy or contract shall become due and payable and the amount thereof determined, such premiums shall be paid by TENANT, and OWNER shall be furnished with satisfactory evidence of such payments.
- (c) The parties agree to assist the other in every manner reasonably possible in reporting and investigating any accident at the demised premises and, upon request, to reasonably cooperate with all interested insurance carriers in the handling of any claim by securing and giving evidence and obtaining the attendance of witnesses as required for any such claims or suit.
- (d) Prior to the date of this Lease, TENANT shall furnish to OWNER the certificates of insurance referred to herein, together with evidence that the same have been paid in full, and the certificates shall provide, as follows:
  - (i) such insurance will not be materially changed or cancelled during the term of this Lease until and unless ten (10) calendar days prior written notice shall have been given to OWNER, MANAGING AGENT (presently Metro Management & Development, Inc.), HPD and the New York City Housing Development Corporation ("HDC"); and
  - (ii) OWNER, MANAGING AGENT, HPD, HDC and THE CITY OF NEW YORK are to be named as additional insureds on all of TENANT's liability insurance policies referred to herein.
- (e) The provisions of this Paragraph 48 shall survive the expiration or earlier termination or cancellation of this Lease.
- 49. Notwithstanding the amount of coverage of liability insurance procured by TENANT in accordance with Paragraph 48 hereof, to the fullest extent permitted by law, TENANT shall indemnify, defend and hold HPD, HDC, THE CITY OF NEW YORK, OWNER and OWNER's officers, directors, managers, trustees, shareholders, members, partners, principals, agents, employees and their successors and assigns (collectively the "Indemnified Parties" or "Indemnified Party" as the case may be) harmless from and against any and all claims, charges, suits, summons, actions, causes of action, proceedings, judgments, orders, executions, damages, debts, sums of money, bills, losses, liabilities, fines, fees, liens, violations, interest, penalties, costs, expenses and disbursements (including without limitation, court fees, professional fees and reasonable attorneys' fees) (collectively,

"Claims"), whether present or future, known or unknown, foreseen or unforeseen, asserted against, sustained, suffered, incurred or paid, directly or indirectly, in, about and in connection with, arising out of, related to, resulting from or caused by (a) the actions of TENANT and its officers, directors, managers, trustees, shareholders, members, partners, principals, agents, associates, representatives, employees, guests, invitees or any individual or entity retained, engaged, hired, employed or otherwise under TENANT's control (collectively, "TENANT-Related Parties" or "TENANT-Related Party" as the case may be) in the demised premises; (b) TENANT's and TENANT-Related Party's use and manner of use of the demised premises; and/or (c) the breach of this Lease by TENANT, except to the extent caused by the negligence or willful misconduct of the Indemnified Party(ies).

With respect to any claim in which TENANT is required to defend an Indemnified Party under this Lease, TENANT or TENANT's insurance carrier shall have the right to select its own defense counsel, subject to the written consent of OWNER, which consent OWNER shall not unreasonably withhold, delay or condition. Notwithstanding the foregoing, counsel designated by an Indemnified Party's insurance carrier does not require OWNER's consent thereto.

In the event that TENANT refuses, neglects or otherwise fails to defend an Indemnified Party where it is required to do so under this Article 49, and/or to pay forthwith any sums which shall become due under this Article, the Indemnified Party shall have the right to defend against such claims or litigation and to pay such sums, and TENANT shall be liable to the Indemnified Party for any and all fees, costs, expenses and disbursements, including appeals, paid by the Indemnified Party, and all other sums paid by the Indemnified Party which are the obligation of TENANT under this Article.

OWNER shall not be responsible or liable to TENANT or any TENANT-Related Party for any loss or damage that may be occasioned by the acts or omissions of persons occupying or using (i) any other space in the Building; (ii) any space adjacent to or adjoining the demised premises; and/or (iii) any part thereof provided same is not an Indemnified Party(ies).

OWNER will defend, indemnify and save harmless TENANT and TENANT-Related Parties and their agents, servants and employees against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, but not limited to, reasonable architects' and attorneys' fees and disbursements, which may be imposed upon or incurred by or asserted against TENANT and/or any TENANT-Related Party caused by (a) the actions of OWNER and its officers, directors, managers, trustees, shareholders, members, partners, principals, agents, employees, tenants, occupants and their successors and assigns in the demised premises; and/or (b) the breach of this Lease by OWNER, except to the extent caused by the negligence or willful misconduct of TENANT and/or a TENANT-Related Party.

The provisions of this Paragraph 49 shall survive the expiration or earlier termination or cancellation of this Lease.

- This Lease is expressly conditioned upon the prior written consent of HPD. TENANT may (at TENANT's sole discretion) enter into possession of the demised premises (or if this Lease is a renewal, remain in possession of the demised premises) prior to such consent. However, until such time as written consent is granted, the tenancy shall be a month-to-month tenancy and the monthly rent shall be based upon the amount of monthly rent payable during the First Year of this Lease as identified in Paragraph 44. In the event that HPD does not consent to this Lease, TENANT shall vacate the demised premises, leaving same in its original condition, within thirty (30) days of notice to TENANT from OWNER that HPD has disapproved this Lease.
- 51. The following requires the prior written consent of OWNER and HPD:
  - (a) modification of this Lease; and
  - (b) change in the use of the demised premises, as provided for in Paragraph 2.

Except with respect to Permitted Transfers (defined below) assignments of this Lease and/or subletting and/or licensing of the demised premises are strictly prohibited without first obtaining the prior written consent of OWNER and HPD (which consent may be withheld in OWNER's reasonable discretion and in HPD's sole and absolute discretion).

TENANT agrees that the transfer, in the aggregate, of record or beneficial ownership of fifty (50%) percent or more of the shares issued and outstanding, or of the membership or partnership interest, as the case may be, shall be deemed an assignment of this Lease which is prohibited without first obtaining the prior written consent of OWNER and HPD (which consent may be withheld in OWNER's and HPD's sole and absolute discretion) unless such transfer qualifies as a Permitted Transfer.

TENANT shall reimburse OWNER on demand for any costs, including, but not limited to, reasonable attorneys' fees and other expenses that may be incurred by OWNER in connection with said assignment or sublease (including, but not limited to, in reviewing TENANT's assignment or sublet request, and assignee or sublessee background information) not to exceed \$3,000.00.

Permitted Transfers. Notwithstanding anything in the Lease to the contrary, OWNER's consent shall not be required for the following transfers, provided TENANT notifies OWNER of such transfer:

(i) Any sublease or assignment to an affiliated company of TENANT.
 "Affiliated Company" shall be defined to include parent companies, affiliates, or subsidiaries of TENANT, and affiliates or subsidiaries of a parent company;

- (ii) Any sublease or assignment to any purchaser of all or substantially all of TENANT's stock or assets;
- (iii) Any sublease or assignment to any corporation or entity that is a successor to TENANT, either by merger or consolidation; and
- (iv) Any sale or transfer of TENANT's stock or the stock of TENANT's parent company on the open market of any publicly listed stock exchange (all of the foregoing "Permitted Transfers").

No such Permitted Transfer shall release TENANT from the further observance or performance by TENANT of all of the covenants, conditions, terms and provisions on the part of TENANT to be performed or observed under this Lease.

If TENANT's interest in this Lease is assigned, or if the demised premises or any part thereof be sublet, licensed or occupied by anyone other than TENANT, OWNER may collect rent from the assignee, subtenant, licensee or occupant and apply the amount collected, less the reasonable costs of collection of such amount, to the Fixed Rent and all Additional Rent herein reserved, but no such assignment, subletting, license, occupancy or collection shall be deemed a waiver of the provisions of this Article or of any default hereunder or the acceptance of the assignee, subtenant, licensee or occupant as TENANT, or a release of TENANT from the further observance or performance by TENANT of all of the covenants, conditions, terms and provisions on the part of TENANT to be performed or observed hereunder.

TENANT agrees to make its own arrangements with the public utility company servicing the 52. demised premises for the payment of all charges for electricity and gas consumed in the demised premises, and shall maintain said utility accounts in its own name. In no event shall OWNER be responsible for charges for electricity or gas consumed at the demised premises. OWNER agrees that TENANT may use OWNER's existing electric meters, electrical equipment, gas meters and gas lines, if any, for the purpose of receiving electricity and gas directly from such utility company and measuring the consumption of the same. TENANT shall maintain said electric meters, electrical equipment, gas meters and gas lines in good working order and shall repair and replace the same at its sole cost and expense. In the event that said electric meters, electrical equipment, gas meters and/or gas lines require repair and/or replacement, OWNER may repair or replace said electric meters, electrical equipment, gas meters and/or gas lines and TENANT shall pay OWNER for the cost of repair and/or replacement of the same as Additional Rent. OWNER shall not be liable to TENANT for any loss, damage or expense resulting from any change in the quantity or character of such service or its no longer being suitable for TENANT's requirements, or due to cessation, curtailment or interruption of the supply of such service by the utility, and the foregoing (unless caused by OWNER) shall not constitute a constructive or partial eviction nor entitle TENANT to any compensation or abatement of Rent and Additional Rent. TENANT shall make no alteration or addition to the electric meter, electrical equipment, gas meter or gas lines without the prior written consent of OWNER, which consent OWNER shall not unreasonably withhold, delay or condition. In the event TENANT is unable to maintain said accounts with the designated public utility for any reason whatsoever, OWNER may, at its sole option, supply said electric or gas service, as the case may be, and TENANT covenants and agrees to reimburse OWNER for the amounts billed for the demised premises by the utility as Additional Rent in accordance with the utility bills rendered to OWNER.

So as to not imperil the safety of any individual using, occupying or visiting the Building, or damage the property of OWNER or any individual using, occupying or visiting the Building, TENANT's use of electricity in the demised premises shall not at any time exceed the capacity of any of the electrical meters, conductors, risers and equipment in or otherwise servicing the demised premises, and TENANT agrees not to connect any additional electrical equipment of any type without OWNER's prior written consent, which consent OWNER shall not unreasonably withhold, delay or condition.

Notwithstanding anything to the contrary, in the event in OWNER's reasonable judgment, TENANT's use of the electric meters, electrical equipment, gas meters and/or gas lines servicing the demised premises poses a safety risk or adversely affects the quality of electricity and/or gas supplied to other portions of the Building, OWNER may repair or replace said electric meters, electrical equipment, gas meters and/or gas lines and TENANT shall pay OWNER for the cost of repair and/or replacement of the same as Additional Rent.

OWNER shall be entitled to temporarily interrupt the utilities to the demised premises in order to effect repairs within the Building, provided such interruptions are limited to

TENANT's non-business hours, and OWNER provides TENANT with not less than seventy-two (72) hours' prior written notice of any such interruption and the hours of interruption (except in emergencies).

OWNER shall be under no obligation to furnish hot water, heat, ventilation/exhaust and/or air-conditioning in amounts greater than are being supplied to the demised premises at this time, if any. The provision of any additional hot water, heat, ventilation/exhaust and/or air-conditioning shall be the sole responsibility of TENANT. Notwithstanding anything to the contrary, in no event shall OWNER be responsible for charges for hot water consumed at the demised premises.

TENANT acknowledges, understands and agrees that in the event TENANT installs heating, venting/exhaust and air-conditioning units servicing the demised premises (collectively, the "Systems"), it is recommended and advantageous to TENANT that it enters into a service agreement during the term of this Lease with a reputable service company licensed in good standing in the City and State of New York to maintain, repair and replace the Systems. The cost of said service agreement and any labor, materials, parts and equipment incurred in connection with supplying, maintaining, repairing and/or replacing any of the Systems shall be at TENANT's sole cost and expense.

TENANT shall not install any through-the-window, through-the-transom or through-the-wall ventilation/exhaust and/or air-conditioning units or connect any of the Systems to other Building systems servicing the demised premises and/or other parts of the Building, without obtaining OWNER's prior written consent to the same, which consent OWNER shall not unreasonably withhold, delay or condition.

- 54. Intentionally omitted.
- 55. TENANT shall only use and occupy the demised premises for those gymnasium activities identified on Exhibit "A" attached hereto, and for event space for its own personal use (not to be rented, leased or licensed to others) and for no other purposes. TENANT may conduct its business from 8:00 A.M. to 2:00 A.M., seven (7) days a week provided all events end by 1:00 A.M. TENANT may not change these hours without obtaining OWNER's prior written consent.

Events at the demised premises may be catered provided proper safety precautions are observed in connection with the use of an open flame and other types of heated surfaces. Candles may be permitted during events at the demised premises provided proper safety precautions are observed in connection with the use of an open flame. Notwithstanding anything to the contrary, under no circumstances whatsoever, will beer, wine, alcohol and liquor be permitted at the demised premises.

The MANAGING AGENT is to be give no less than two (2) business days' notice of any event at the demised premises.

TENANT shall extend every reasonable effort to control the conduct of the customers, patrons, guests and/or invitees in the demised premises and in the immediate area outside of the demised premises in order that such conduct shall not interfere with the rights and privileges of the residential occupants of the Building in which the demised premises are located and the failure to comply herewith after receiving notice of patron-related complaints will constitute the breach of a substantial obligation of this Lease.

TENANT, at its own cost and expense, shall obtain any and all permits, authorizations, approvals, certificates and/or licenses of whatsoever kind or nature, required for the occupation and use of the demised premises as provided for in this Lease from any and all authorities having jurisdiction over the demised premises and TENANT's business, services and profession (collectively, "License to Operate"). OWNER shall fully cooperate with TENANT and execute all forms and applications (within ten (10) business days of presentment) that TENANT shall reasonably request OWNER to sign in order that TENANT may operate its business at the demised premises in accordance with the law and the terms and conditions of this Lease, provided it is at no additional cost or expense to OWNER. OWNER does not covenant, warrant or represent that any License to Operate will be granted, or if granted, will be continued in effect or renewed.

If any License to Operate, shall, after its issuance, be suspended for a period in excess of sixty (60) calendar days, (so as to prevent TENANT from doing its customary business at the demised premises) such suspension shall constitute a default under this Lease as of the sixtieth (60<sup>th</sup>) calendar day, unless such suspension shall be rescinded or stayed before the expiration of such sixty (60) calendar day period unless said License to Operate is no longer required for TENANT's business, services, profession and use of the demised premises.

In order to induce OWNER to enter into this Lease with TENANT, and in consideration thereof, TENANT acknowledges, understands and agrees that (i) at no additional cost to OWNER and its shareholders, OWNER may use the demised premises to conduct its annual shareholders meeting provided OWNER provides TENANT with thirty (30) calendar days' prior written notice thereof; and (ii) at no additional cost to OWNER or its residents, TENANT shall provide access to the demised premises no less than two (2) days per week for no less than four (4) hours per day for those shareholders of OWNER and their family members who are residing at the Property (collectively, the "Understandings"). TENANT further acknowledges, understands and agrees that (a) OWNER is relying upon the Understandings; and (b) OWNER would not have entered into this Lease without the Understandings. TENANT's failure to comply with the Understandings shall be a material breach under this Lease.

OWNER represents and warrants to TENANT that as of the date hereof, (i) OWNER is authorized to execute this Lease subject to approval from HPD, and owns and holds fee title in and to the Building, the demised premises and the land on which the same are located; and (ii) except as provided otherwise in this Lease, no consent of any third party (other than HPD

and any governmental authority, as applicable) is required in connection with any of TENANT's rights under this Lease, including, without limitation, TENANT's right to make alterations, install and maintain signage, assign this Lease or sublet the demised premises.

- Except in connection with an event at the demised premises that evening, TENANT shall not permit or allow deliveries for any purpose to the demised premises between the hours of 8:00 P.M. and 8:00 A.M., Monday through Saturday (except on holidays) and no deliveries are permitted on Sundays or holidays. TENANT shall not permit display racks, moving racks, dollies or other devices for the storage, transport or display of goods to be or remain outside of the demised premises (i.e. on the sidewalks adjacent to the demised premises) except when actually in use for the purpose of facilitating deliveries to or from the demised premises. TENANT shall sweep and hose down the sidewalks adjacent to the demised premises when necessary and required under applicable law, but always after; (i) transporting its Waste (as defined below) from the demised premises (either in garbage bags, cans, bins, dumpster or containers); or (ii) spilling anything on the surface of the sidewalks adjacent to the demised premises.
- TENANT shall, at its own cost and expense, arrange for the removal of all of its trash, rubbish, refuse, garbage, debris and recyclables (collectively, "Waste") from the Building. Notwithstanding any provision in this Lease to the contrary, the removal of such Waste by TENANT or by others shall be subject to such rules and regulations as, in the sole judgment of OWNER, are necessary for the proper operation of the Building.

TENANT shall, at its own cost and expense, maintain monthly exterminating service for rodent control, pest infestation for the demised premises.

TENANT shall, at its own cost and expense, (i) provide adequate janitorial services so as to maintain the demised premises in a clean and hygienic manner; and (ii) remove any graffiti found on the exterior of the demised premises (including the rolling door and window gates) within a week of the vandalism so as to maintain the demised premises in a presentable condition.

- 58. TENANT shall, at its own cost and expense, keep its drains, waste lines and sewer pipes and connections with the sewer mains free from any obstruction arising from TENANT's use of the demised premises to the satisfaction of all authorities having jurisdiction thereof.
- TENANT covenants and agrees to operate and conduct its business at the demised premises as required by and in compliance with all applicable laws, codes, rules and regulations and in such a manner so as not to permit excessive noise and vibrations, or excessive odors, fumes and heat to emanate, transmit or be released therefrom into the Building or any part or portion thereof. TENANT will, at its own cost and expense, during the term of this Lease, install, maintain and use (i) the adequate amount of insulation, padding, dampening and/or sound proofing materials to prevent excessive noise and vibrations; and (ii) vents, ducts, fans

and/or exhausts necessary to prevent excessive odors, fumes and heat, to emanate, transmit or be released from the demised premises into the Building or any part or portion thereof.

In furtherance of, but in no way limiting the foregoing, TENANT shall keep all mechanical apparatus and equipment, including but not limited to the air-conditioning units servicing the demised premises, if any, free of excessive noise, vibration, odor, fumes and/or heat which may be emitted, transmitted or released beyond the confines of the demised premises so as to not unreasonably interfere with the quiet enjoyment, comfort and/or convenience of OWNER or other tenants or occupants in the Building.

TENANT shall not cause or suffer to occur in any manner whatsoever, the manufacturing, 60. production, processing, use, storage, disposal, transportation or Release (as defined below) of any hazardous matter or substance, as defined under any applicable Laws ("Hazardous Substance"), at, upon, under, within or over the demised premises or any contiguous or adjacent part or portion of the entire Property in violation of applicable laws. To the fullest extent permitted by law, TENANT will indemnify, defend and hold the Indemnified Parties harmless from and against any and all Claims in regard to TENANT's manufacturing, production, processing, use, storage, disposal, transportation or Release of any Hazardous Substance at, upon, under, within or over the demised premises or any contiguous or adjacent part or portion of the entire Property in violation of applicable laws, and TENANT shall, at its own expense, promptly remove and/or remediate such Hazardous Substance to the full extent required by applicable law. For purposes of this Paragraph, the term "Release" shall mean any spilling, leaking, leaching, pumping, pouring, emitting, emptying, escaping, discharging, dumping, disposing, injecting or introducing into the environment any Hazardous Substance. This Paragraph shall survive the termination, expiration or early cancellation of this Lease.

In the event any Hazardous Substance is located in, on, or upon the demised premises in violation of applicable laws, and such Hazardous Substance was not introduced by TENANT or any TENANT-related Party, OWNER shall, at its own expense, promptly remove and/or remediate such Hazardous Substance to the full extent required by applicable law. OWNER will defend, indemnify, and hold harmless TENANT and the TENANT-Related Parties from and against any and all Claims resulting from any Hazardous Substances found on or in any part of the demised premises that were not introduced by TENANT or any TENANT-Related Party.

TENANT shall not, at any time, use or occupy the demised premises in violation of Paragraphs 2, 15 and 55 hereof, or the Certificate of Occupancy issued for the Building, or the Certificate of Assembly for the demised premises, or any zoning regulations, which currently affect or may affect the demised premises. TENANT shall, at its sole cost and expense, obtain any and all licenses and permits, which may be required to conduct the business provided for herein.

Notwithstanding any provision in this Lease to the contrary and, except as exists as of the date of this Lease, no sign, illumination or advertisement of any nature shall be permitted in any show window, on the door or on or about the front of the demised premises and/or the Building, nor shall any awning, security grille or shutter or mechanical equipment be installed unless TENANT has first secured written consent therefor in each instance from OWNER, which consent OWNER shall not unreasonably withhold, delay or condition. In the event that TENANT violates the provisions of this Paragraph, OWNER shall have the right, without notice, to remove such sign, illumination, advertisement, awning, security grille or shutter or mechanical equipment by force or otherwise, without incurring any liability for such action, and OWNER shall have all the remedies provided in this Lease for a default by TENANT. Notwithstanding, the foregoing, OWNER hereby approves TENANT's signage annexed hereto as Exhibit "B".

Once TENANT has obtained OWNER's prior written consent to any proposed sign, illumination, advertisement, awning, security grille or shutter or mechanical equipment, TENANT shall maintain the same in a good, clean and presentable condition.

- It is understood and agreed by and between OWNER and TENANT that TENANT is completely familiar with the physical condition of the demised premises and subject to the proper performance of the Initial Work, shall accept the demised premises in its AS-IS condition and in such condition as surrendered by the former tenant. TENANT acknowledges that the taking of possession of the demised premises by TENANT shall be conclusive evidence in all respects that the demised premises are in good and satisfactory condition at the time of such possession date.
- Notwithstanding anything to the contrary, TENANT shall be responsible to repair and replace, at its sole cost and expense, the Columbia Entrance and all electric meters, electrical equipment, gas meters and water meters to the extent they service the demised premises regardless of whether the meters and equipment are located within the demised premises or other areas of OWNER's property (i.e. an adjoining tenant's demised premises). To the extent TENANT requires access to other areas of OWNER's property in order to make such repairs and replacements, OWNER shall coordinate with TENANT to arrange for such access.

TENANT shall make no alteration or addition to the Columbia Entrance or to any electric meters, electrical equipment, gas meters and water meters without the prior written consent of OWNER, which consent OWNER shall not unreasonably withhold, delay or condition.

Notwithstanding anything to the contrary, OWNER shall be responsible to repair and replace, at its sole cost and expense, that portion of the roof above the demised premises and all structural components of the demised premises and all building systems including electrical, plumbing and heating utility lines to the point of connection to the demised premises, unless caused by TENANT, anyone under its control, or by its customers, patrons,

guests and/or invitees, in which event, TENANT shall be responsible to repair and replace the same, at its sole cost and expense.

It is understood and agreed by and between OWNER and TENANT that if TENANT intends to perform repairs, replacements, renovations, maintenance, refurbishments, improvements, installations, alterations and/or additions to the demised premises (collectively, "Improvements") prior to conducting business therein, or at any time thereafter, the right to accomplish such Improvements is conditioned upon and subject to the prior written consent of OWNER to the following, which consent OWNER shall not unreasonably withhold, delay or condition:

- (a) plans, specifications and blueprints prepared by a professional engineer or licensed architect (collectively, "Plans");
- (b) statement by TENANT's professional engineer or registered architect as to the intended date of commencement and completion of the construction (with time being of the essence);
- (c) filings with, and permits and approvals issued by, the New York City Department of Buildings or such other governmental agency having jurisdiction thereover, if such filings, permits and approvals are required (such permits and approvals to be based upon TENANT's Plans as approved by OWNER and/or OWNER's architects/engineers);
- (d) filings with, and permits and approvals issued by, all utility companies for any additional connections required by TENANT, if such filings, permits and approvals are required (such permits and approvals to be based upon TENANT's Plans as approved by OWNER and/or OWNER's architects/engineers);
- all construction shall be performed in accordance with all laws, rules, regulations, codes and ordinances of all governmental agencies and authorities having jurisdiction thereover;
- (f) all of TENANT's general contractors and sub-contractors must, whenever working at the demised premises, maintain in addition to Worker's Compensation and Employer's Disability insurance coverage, Commercial General Liability Insurance coverage with minimum combined limits for bodily injury and property damage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and designate OWNER, its MANAGING AGENT, HPD, HDC and THE CITY OF NEW YORK as additional insureds on such policy; and

(g) all Improvements are subject to and may not modify and/or amend in any way the Certificate of Occupancy issued for the Building nor require the issuance of a variance.

In any event, OWNER shall not be required to give its consent unless each of the foregoing is satisfied by TENANT or waived by OWNER (in OWNER's sole discretion).

OWNER may either within ten (10) business days: (A) evidence its consent by endorsement to that effect by signature or initial on the Plans and the return of such signed or initialed Plans to TENANT; or (B) refuse such consent if OWNER shall reasonably determine that the same: (i) does not conform to the standards of design, décor, motif, aesthetic, appearance and/or materials or equipment established or adopted by OWNER for the Building; and/or (ii) would subject OWNER to any additional cost, expense (which TENANT is not willing to assume) or liability, or the demised premises or the Building, to any violation, fine, penalty or forfeiture; and/or (iii) would adversely affect the reputation, character and/or nature of the Building; and/or (iv) would provide for or require any installation or work which will or may be unlawful or create an unsound or dangerous condition or adversely affect the structural soundness of the demised premises and/or the Building; and/or (v) unreasonably interfere with or abridge the use and enjoyment of any other space in the Building; or (C) request such additional information or details as may be reasonably necessary for OWNER to make a decision as to the reasonable acceptability of the Plan. If OWNER refuses consent, OWNER shall advise TENANT about those revisions or corrections which OWNER requires and TENANT shall submit a revised and/or corrected Plan to OWNER thereafter for its reasonable consent in accordance therewith. If OWNER fails to consent or refuse such consent in accordance with the foregoing within said ten (10) business day period, OWNER shall be deemed to have consented to TENANT's Plans.

All reasonable costs, expenses and fees related to TENANT's Improvements shall be performed at TENANT's sole cost and expense (including but not limited to any and all architectural, engineering and professional fees) and TENANT shall pay all expenses incurred by OWNER in its review of the Plan as Additional Rent when billed.

Notwithstanding anything herein contained to the contrary, on or before the Expiration Date, TENANT shall, at TENANT's expense, remove from the demised premises and the Building (a) TENANT's trade fixtures, equipment and personal property which are removable without material damage to the demised premises or the Building ("TENANT's Property"); and (b) the Improvements, other than TENANT'S Property set forth in subsection (a) of this paragraph, shall not be removed and shall, on the Expiration Date, become the property of OWNER. Any of TENANT's Property which is not removed by TENANT by the Expiration Date, shall be deemed abandoned and may, at OWNER's option, be retained as OWNER's property or disposed of by OWNER in OWNER's sole discretion and at TENANT's expense.

- 65. Supplementing Paragraph 4, in regard to the sidewalk adjacent to the demised premises, TENANT shall not be responsible to replace the sidewalk and/or repair any cracks in the sidewalk (unless caused by TENANT, anyone under its control, or by its customers, patrons, guests and/or invitees), but is responsible to maintain the sidewalk adjacent to the demised premises in a clean and presentable condition free from any clutter, debris, trash, rubbish, refuse, garbage, recyclables, waste, obstructions, snow and ice.
- In the event OWNER (i) shall desire or is required to modify, alter, repair, replace, renovate, 66. waterproof and/or clean portions of the exterior Building and Property, including, but not limited to, its facade, windows, roof, sidewalk, steps, stoops, in-ground basement, in-ground vaults, entry/exit ways to/from the interior portions of the Building; (ii) is hoisting or lifting heavy objects onto the Building's roof, exterior landings or through the Building's exterior windows or doorways in order to reach a specific unit or portion of the Building; or (iii) is hoisting or lifting heavy objects to be affixed or attached to the exterior of the Building (whether at OWNER's option or to comply with law), OWNER may erect scaffolding, sidewalk bridges, sidewalk sheds, hoists, rigging and other temporary structures to accomplish the same, notwithstanding that such structures may obscure signs or windows forming a part of the demised premises, and notwithstanding that access to the demised premises or portions thereof may be diverted or partially obstructed. During the performance of such work, OWNER shall not be liable to TENANT or any party claiming through TENANT for loss of business or other consequential damages arising out of (a) any change in the Building resulting from such alteration, repair, replacement, renovation, waterproofing or cleaning; (b) any noise, dust and/or debris created in connection therewith; and (c) any disruption to TENANT's business as a result of diverting or partially obstructing TENANT's windows, signs and/or awnings, and/or access to and from the demised premises; nor shall any matter arising out of any of the foregoing be deemed a breach of OWNER's covenant of quiet enjoyment or entitle TENANT to any abatement of Fixed Rent and Additional Rent.

Notwithstanding the foregoing, if OWNER erects Scaffolding (as hereinafter defined) in connection with any inspection, construction, maintenance, or repair to the Building ("Scaffolding"), OWNER agrees to use commercially reasonable efforts to erect such Scaffolding in a manner that does not unreasonably interfere with TENANT's access to and visibility of the demised premises. In such event, OWNER agrees to: (i) install a professionally printed sign furnished by TENANT reflecting TENANT's name, logo or other branding information on such Scaffolding directly above the Demised Premises ("Temporary Signage"); (ii) perform such inspection, construction, maintenance, or repair as diligently and expeditiously as reasonably practicable; (iii) obtain TENANT's prior consent for any advertising on such Scaffolding; and (iv) reimburse TENANT, upon demand, for TENANT's reasonable out-of-pocket costs and expenses for any Temporary Signage.

67. The monthly rental amount does not include nor is TENANT entitled to any parking on OWNER's property nor does it afford TENANT, its employees, staff, customers, patrons, guests and/or invitees any discount off parking at any parking lot or parking garage owned by or affiliated with OWNER, if any.

Notwithstanding any provision to the contrary, all notices required to be sent pursuant to this Lease, shall be in writing and sent by either (a) overnight delivery by a reputable overnight delivery carrier; or (b) by certified mail, return receipt requested. If to TENANT, the notice shall be addressed to TENANT at the address first set forth on this Lease, with a copy to its attorney: Seligson, Rothman & Rothman, 29 West 30<sup>th</sup> Street, 10<sup>th</sup> Floor, New York, NY 10001; Attention: Jeffrey E. Rothman, Esq. If to OWNER, the notice shall be addressed to OWNER at the address set forth on this Lease, and to Gallet Dreyer & Berkey, LLP, 845 Third Avenue, 5<sup>th</sup> Floor, New York, New York 10022, Attn.: Scott M. Smiler, Esq. Either OWNER or TENANT may designate another or an additional address for notices by sending the other party notice of such new or additional address.

All notices sent by overnight delivery shall be effective when received (or refused); and all notices sent by certified mail, return receipt requested, shall be deemed effective five (5) calendar days after the date mailed, if mailed from a post office in the United States with proof of mailing. Any notice required to be given, or that may be given, by either party may be given and executed by the attorney for that party (or his/her successor provided the other party is given notice of the change prior thereto), and such notice shall have the same force and effect as if executed or given by the party on whose behalf the notice was sent. This notice provision shall not be applicable to rent demands, which rent demands may be made personally or as otherwise provided by law.

- 69. Intentionally omitted.
- 70. TENANT and OWNER represent to each other that neither party has dealt with any real estate broker in connection with this Lease. To the fullest extent permitted by law, the parties agree to defend, indemnify and hold each other, their agents, servants and employees, harmless from and against any claim of or liability to any real estate broker, finder, or like agent with whom the other party has dealt (or is alleged to have dealt) by reason of the execution and delivery of this Lease, and all expenses related hereto, including, without limitation, reasonable attorneys' fees and disbursements.
- 71. In the event a suit is brought or defended to enforce the terms and conditions of this Lease, the prevailing party shall be entitled to all reasonable expenses incurred in connection with such action, including but not limited to reasonable attorneys' fees, court costs and disbursements.
- No company, association, director, officer, employee, agent or other person shall solicit or receive, directly or indirectly, any commissions, bonus, gratuity, fee or any other payment not expressly authorized by HPD. Violation of this provision by any company, association, director, officer, employee, agent or other person shall be cause for termination of this Lease and such other further and appropriate action as may be required.

- 73. This Lease may not be amended or modified except by a further agreement, in writing and executed by the parties hereto.
- 74. This Lease is of no force and effect unless and until OWNER delivers to TENANT a copy of this Lease executed by OWNER and remains subject to payment of all amounts due upon execution of this Lease.
- 75. Both parties agree that neither this Lease nor any riders, amendments and extensions hereto, nor any notices hereof (collectively, the "Lease"), shall be recorded. Should either OWNER or TENANT record this Lease, that party shall be in default and the non-defaulting party shall be entitled to exercise all of its rights pursuant to this Lease.
- 76. In the event that any portion of this Lease, including this Rider, is found unenforceable, the remaining portions shall be fully enforceable.
- 77. Each party to this Lease represents and warrants that each are authorized to enter into, execute, deliver and perform this Lease, but subject to HPD's written consent of this Lease in the case of OWNER's authority. This Lease shall be governed by and construed in accordance with the laws of the State of New York.
- 78. This Lease and any and all ancillary documents may be signed in any number of counterparts and/or by facsimile/electronic/pdf. Each counterpart and facsimile/electronic/pdf signature shall be considered an original, and each of which, when taken together, shall constitute one single and binding instrument.
- Paragraph 17(1) is modified to remove all references to "fifteen (15)" and replace it with "thirty (30)" (See also Article 44 with regard to monetary defaults).

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

OWNER:	TENANT:
MASARYK TOWERS CORPORATION	AIME LEON DORE SONNY LLC
Name: Bernice Me Cattorn Title: President	By:Name:
Title.	Title:

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OWNER:	TENANT:
MASARYK TOWERS CORPORATION	AIME LEON DORE SONNY LLC
By: Name: Title:	By: Name: THEOLOGIC SANTIS Title: Presipens

STATE OF NEW YORK	)	
COUNTY OF 12.4.	) ss.: )	
subscribed to the within instruments/her/their capacity(ies), and	of October in the year 202 McCallum f satisfactory evidence to be the indi- ment and acknowledged to me that I that by his/her/their signature(s) on ich the individual(s) acted, executed	widual(s) whose name(s) is (are) he/she/they executed the same in the instrument, the individual(s)
		Notary Public
STATE OF NEW YORK ) COUNTY OF )	)	SCOTT M. SMILER, ESQ: Notary Public, State of New York No. 02SM6031219 Qualified in Nassau County hission Expires September 27, 2025
On the day of personally appeared or proved to me on the basis of subscribed to the within instrumis/her/their capacity(ies), and the subscribed to the within instrumitation of the personal day	satisfactory evidence to be the individual (s) acted, executed to the individual (s) acted.	, personally known to me vidual(s) whose name(s) is (are) e/she/they executed the same in the instrument, the individual(s)
	Note	ary Public

STATE OF NEW YORK ) ) ss.: COUNTY OF Queen5 )	:
his/her/their capacity(ies), and that	in the year 20 , before me, the undersigned per Santis , personally known to me sfactory evidence to be the individual(s) whose name(s) is (are and acknowledged to me that he/she/they executed the same is by his/her/their signature(s) on the instrument, the individual(s) are individual(s) acted, executed the instrument ASALE  Notary Public, State of New York  Reg. No. 02CA6340775  Qualified in Queens County  Commission Expires April 25, 2024  Notary Public
STATE OF NEW YORK )	
COUNTY OF ) ss.:	
or proved to me on the basis of satis subscribed to the within instrument his/her/their capacity(ies), and that b	in the year 20, before me, the undersigned,, personally known to me factory evidence to be the individual(s) whose name(s) is (are) and acknowledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument, the individual(s), a individual(s) acted, executed the instrument.
	Notary Public

## EXHIBIT "A"

## Gymnasium Activities

- 1. General Basketball and Gym Activities, including but not limited to:
  - a. Weekly practice for TENANT Amateur Athletic Union Programs
  - b. TENANT Sneakers Release Installations.
  - c. NBA Training Sessions with Pro Hoops (Monday through Friday, 8:00 A.M. to 1:00 P.M.).
  - d. Summer Camp which may include, but not be limited to:
    - i. Two week camp session for ages 10 to 15 (boys/girls).
    - ii. Monday through Friday, 8:30 A.M. to 4:00 P.M.).
    - iii. Guest appearances by NBA players and professional athletes.
    - iv. Camp programming to be organized and administered by TENANT.
    - v. Campers may be provided with basketball gear and lunch every day.
- 2. Marketing Events on behalf of TENANT, its parent, subsidiaries and/or affiliates customers and suppliers.

## EXHIBIT "B"

## TENANT'S SIGNAGE PLAN

[To be supplied]

## GUARANTY

This Lease Guaranty (this "Guaranty") is made effective as of this 20 day of 21 day of 214 Mulberry Street, New York, New York 10012 (the "Guarantor"), with reference to the following recitals.

### RECITALS

- A. AIME LEON DORE SONNY LLC, a New York limited liability company with its principal office located at 214 Mulberry Street, New York, New York 10012 ("Tenant") and MASARYK TOWERS CORPORATION, a New York corporation with its principal office located at 61 Columbia Street, New York, New York 10002 ("Landlord") entered into a certain lease dated simultaneously herewith (the "Lease"), whereby Landlord leased to Tenant and Tenant hired from Landlord certain demised premises known as the gymnasium and located at 69 Columbia Street, New York, New York 10002 (the "demised premises").
- B. Landlord requires Guarantor to enter into this Guaranty as a condition to Landlord's willingness to enter into the Lease with Tenant.
- C. Guarantor owns a direct or indirect ownership interest in Tenant and will benefit from the Lease.
- D. Capitalized terms not defined herein shall have the same meaning given to such terms in the Lease.

#### **AGREEMENT**

NOW, THEREFORE, as an inducement for Landlord to enter into the Lease, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged by Guarantor, Guarantor agrees as follows:

1. Guarantor hereby irrevocably guarantees, unconditionally and absolutely to Landlord, its successors and/or assigns, the full and faithful keeping, performance and observance of all the monetary obligations, responsibilities, liabilities, undertakings, assurances, indemnities, guaranties, warranties, representations, terms, covenants, conditions, understandings, acknowledgments and agreements pertaining to Rent (as defined below) (collectively, the "Obligations of Tenant") to be kept, performed and observed by Tenant under the Lease (expressly including, but not limited to, the payment in full as and when due of the then Fixed Rent, Additional Rent and all other interest, charges, fees and monetary obligations of any kind whatsoever due Landlord by Tenant under the Lease (collectively, "Rent"), the payment of any and all damages for which Tenant shall be liable under the Lease by reason of any act or omission contrary to any of the Obligations of Tenant under the Lease, the replenishment of any deficiencies in the amount of the security deposited by Tenant under the Lease, and the payment of any and

all reasonable attorneys' fees, court and collection costs, disbursements and other expenses incurred by Landlord in order to obtain possession of the demised premises in the event Tenant does not vacate and deliver the demised premises to Landlord in accordance with and upon the cancellation, termination or expiration of the Lease), without requiring any notice to Guarantor of non-payment or non-performance, or proof, presentment or notice of demand, to hold Guarantor responsible under this Guaranty, all of which, Guarantor hereby expressly waives. For the avoidance of any doubt it is agreed and understood that notwithstanding anything herein contained to the contrary, Guarantor shall not be responsible to perform any non-monetary Obligations of Tenant.

- 2. Landlord shall have the right from time to time, and at any time in its sole and absolute discretion, without notice to or consent from Guarantor and without affecting, impairing or discharging in whole or in part, Guarantor's obligations hereunder: (a) to amend, modify, change, compromise, release or otherwise alter in any respect whatsoever pursuant to a separate written agreement between Landlord and Tenant, the Obligations of Tenant under the Lease (and Guarantor does guarantee and promise to fully and faithfully keep, perform and observe all such Obligations of Tenant under the Lease as so amended, modified, changed, compromised, released or otherwise altered); (b) to grant extensions of time and other indulgences of any kind to Tenant; (c) to fail or refuse to exercise or enforce any claims, rights or remedies of any kind whatsoever which Landlord may have against Tenant under the Lease, or with respect to any security held by Landlord under the Lease; and/or (d) to add (or subsequently release) another individual or entity as a guarantor of the Obligations of Tenant under the Lease.
- 3. If, pursuant to law or to any option granted under the Lease, additional space shall be included in, or substituted for all or any part of the demised premises, or if the Lease is modified, amended or extended in accordance with Article 46 of the Lease or by a separate written agreement between Landlord and Tenant in any other similar or dissimilar respect, the obligations of Guarantor hereunder shall extend and apply with respect to the full and faithful keeping, performance and observance of all of the Obligations of Tenant which are to be kept, performed and observed by Tenant with respect to any such additional space, substituted space, modification, amendment or extension.
- 4. This Guaranty is an absolute, direct, immediate and unconditional guaranty of payment and Guarantor's liability hereunder is primary, not secondary. Accordingly, Landlord, its successors and assigns, may enforce this Guaranty against Guarantor without the necessity of first making a demand upon or instituting a proceeding against Tenant. Guarantor shall pay on demand, all costs and expenses, including, but not limited to, reasonable attorneys' fees, court and collection costs, disbursements and other expenses that may be incurred in enforcing the terms of this Guaranty or that may be incurred in any legal proceeding brought to enforce or apply this Guaranty.
- 5. Guarantor hereby agrees that this is a guaranty of payment and not of collection and Landlord shall not be required to resort to any actions to enforce collection

of any obligations from the Tenant, its successors and assigns, or any other person guaranteeing any of the Obligations of Tenant, or resort to any security or other deposit under the Lease or otherwise enforce any rights and remedies Landlord may have under the Lease, prior to the commencement of any action against Guarantor.

- 6. Notwithstanding anything to the contrary, all of the obligations of Guarantor hereunder shall be immediately due and payable upon the occurrence of a default by Tenant which continues beyond the expiration of the applicable notice and/or grace period, if any, under the Lease.
- 7. All rights, powers and remedies afforded to Landlord by reason of the Lease and this Guaranty are in addition to all other rights, powers and remedies given to Landlord by law and are separate and cumulative remedies. It is agreed that not one such remedy, whether or not exercised by Landlord, shall be deemed to be exclusive of any of the other remedies available to Landlord and shall not limit or prejudice any other legal or equitable remedy which Landlord may have. No delay or failure on the part of Landlord in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Landlord of any right or remedy shall preclude other or further exercises thereof or the exercise of any other right or remedy.
- 8. Guarantor shall not set up or claim a defense, setoff, counterclaim or other objection relating to: (a) any right or defense that may arise by reason of the incapacity, lack of authority, death or disability of Tenant or any other person; and (b) any right or defense that may arise by reason of the absence, impairment, modification, limitation, destruction or cessation (in bankruptcy, by an election of remedies, or otherwise) of the Obligations of Tenant. Guarantor hereby waives trial by jury in any action or proceeding, at law, in equity or otherwise, on or in connection with this Guaranty. Guarantor also agrees that, in any jurisdiction, it will be conclusively bound by the judgment in any action by Landlord against Tenant wherever brought as if Guarantor were a party to such action, even though Guarantor is not joined as a party in such action.

Notwithstanding anything to the contrary contained herein, Guarantor may claim a set-off or defense to this Guaranty if based upon a statute of limitations defense or any defense that would be available to Tenant.

- 9. Intentionally omitted.
- 10. Until all Obligations of Tenant under the Lease have been fully paid, performed and/or fulfilled, and all periods whereby a creditor of Tenant may recover such payment or performance from Landlord have irrevocably expired, Guarantor: (a) has no right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor under this Guaranty; (b) waives any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any payment or act of performance in compliance with the obligations of Guarantor hereunder; and (c) subordinates any present or future, liquidated or unliquidated liability, indebtedness or obligation of Tenant to Guarantor to each of the Obligations, irrespective of the dates of

the incurrence, accrual or maturity thereof.

Guarantor shall not receive any payment from Tenant, including, but not limited to, salary, compensation, payment for services or other distributions or disbursements, including loan repayments and "S" corporation, partnership or limited liability company distributions that would cause Tenant to be incapable of meeting any obligation under the Lease. Guarantor agrees that no such payment shall be received from Tenant at a time when Tenant is in default of the Lease. Guarantor agrees that in respect of any payments made hereunder, the Guarantor shall not have any rights based on suretyship, subrogation or otherwise to stand in the place of Landlord so as to compete with Landlord as a creditor of Tenant, unless and until all Obligations of Tenant have been fully satisfied.

#### 12. Intentionally omitted.

All notices sent pursuant to this Guaranty shall be in writing and shall be deemed to have been given for all purposes: (i) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (ii) or upon receipt or refusal if sent via a nationally recognized overnight carrier, in each case, addressed to the other party at its address stated below (or such other address as such party shall have notified the other party of in accordance herewith):

To Guarantor:

Aime Leon Dore Inc.

214 Mulberry Street

New York, New York 10012

with a copy

Seligson, Rothman & Rothman 29 West 30th Street, 10th Floor New York, New York 10001

Attention: Jeffrey E. Rothman, Esq.

To Landlord:

Masaryk Towers Corporation

61 Columbia Street

New York, New York 10002

with a copy to:

Gallet Dreyer & Berkey, LLP 845 Third Avenue, 5th Floor New York, New York 10022 Attention: Scott M. Smiler, Esq.

- This Guaranty shall be effective upon the effectiveness of the Lease and will remain in effect during any period of extension of the Lease or any holdover period by Tenant during which Tenant remains in possession of the demised premises after the term of the Lease has expired.
  - For the purposes of this Guaranty, the obligations of the Guarantor 15.

hereunder shall (i) survive the cancellation, termination or expiration of the Lease with respect to those Obligations of Tenant under the Lease which survive the cancellation, termination or expiration of the same; and (ii) survive the cancellation or termination of the Lease by reason of a default by Tenant, whether or not the Obligations of Tenant under the Lease actually survive such cancellation or termination, and Guarantor shall remain bound to perform its obligations under this Guaranty notwithstanding such cancellation or termination. For the purposes of this Guaranty, the Lease shall be deemed to have been extended for (and this Guaranty shall continue in full force and effect with respect to) any period during which Tenant or anyone claiming through or under Tenant occupies all or any part of the demised premises as a "statutory tenant," so-called, under any present or future law.

16. Guarantor hereby expressly agrees that the validity of this Guaranty and its obligations hereunder shall in no way be terminated, affected, diminished or impaired by reason of any assignment of the Lease by Tenant (unless a substitute guarantor is approved by Landlord in accordance with the terms of Paragraph 37 herein) or the subletting by Tenant of all or a portion of the demised premises, with or without the consent of Landlord.

### 17. Intentionally Omitted.

- 18. If Landlord or Guarantor participates in an action against the other arising out of or in connection with this Guaranty, the prevailing party shall be entitled to have and recover from the other reasonable attorneys' fees, court and collection costs, disbursements and other expenses incurred in and in preparation for the actions. However, in no event shall either party be entitled to recover punitive, consequential, special, incidental or indirect damages from the other.
- 19. Landlord may, without notice, voluntarily or by operation of law, assign this Guaranty in whole or in part and no assignment or transfer of this Guaranty shall operate to extinguish or diminish the liability of Guarantor. If requested by Landlord, Guarantor shall promptly execute and deliver an estoppel certificate to the effect that this Guaranty is in full force and effect and has not been amended (or setting forth any amendments, as applicable), waived or terminated and whether the Guarantor has any knowledge of any default by Landlord or Tenant under the Lease. Guarantor agrees that any such estoppel certificate may be relied upon by anyone holding or proposing to acquire an interest in the demised premises from or through Landlord or by a mortgagee or prospective mortgage.
- 20. GOOD GUY: Notwithstanding anything to the contrary contained herein, in the event of a Legal Surrender (as defined below) of the demised premises at any time other than the last day of the term of the Lease, as the same may have been modified, amended or extended, Guarantor shall be released from any liability accruing under this Guaranty in connection with any Obligation of Tenant arising in, under and out of the Lease after the actual date of surrender, except Guarantor shall remain obligated to replenish any portion of Tenant's security deposit which Tenant had failed to do so prior

to the actual date of surrender; and provided however and notwithstanding anything to the contrary, Guarantor shall continue to remain liable pursuant to the terms of this Guaranty for (i) all the Obligations of Tenant under the Lease which arose or accrued on or prior to the actual date of surrender; (ii) any liability of Tenant arising out of a breach of any Obligation of Tenant under the Surrender Declaration (as defined below); and (iii) all costs and expenses, including, but not limited to reasonable attorneys' fees, court and collection costs, disbursements and other expenses, incurred by Landlord in connection with the enforcement of any of the provisions of this Guaranty, the Surrender Declaration, and/or the Lease in connection with those Obligations of Tenant under the Lease which arose or accrued on or prior to the actual date of surrender; and/or the attempted collection of any such amounts.

The term "Legal Surrender" shall mean for the purposes of this Guaranty, that the Tenant shall have performed all of the following:

- (a) Following not less than ninety (90) calendar days' (the "Surrender Notice Period") prior written notice from Tenant to Landlord (the "Surrender Notice") (notice to be given in accordance with the terms of the Lease) and provided (i) at the time of the actual surrender date, Tenant is not in default under the terms of the Lease nor owes Landlord any Rent; and (ii) Tenant has surrendered the demised premises in vacant, broom clean condition and in accordance with the terms of the Lease and without limiting the foregoing, has surrendered the demised premises free and clear of: (A) all liens and encumbrances caused, created, suffered or permitted by Tenant or any Tenant-Related Parties; (B) hazardous materials caused, created, suffered or permitted by Tenant or any Tenant-Related Parties; and (C) all subleases, licenses, tenancies or any other claims of right to use, possess and/or occupy the demised premises;
- (b) Tenant has executed and delivered, and Landlord has received, a duly executed and acknowledged Surrender Declaration by Tenant in the form of Exhibit "A" attached hereto, together with payment to Landlord of all Rent due Landlord by Tenant under the Lease which have accrued and will accrue through the actual date of surrender, and all keys (together with alarm and access codes, if any) to the demised premises;
- (c) Tenant has fully completed all Improvements (as defined under the Lease) and has fully paid all costs and expenses thereof and Tenant has otherwise fully and completely performed all of the Obligations of Tenant under the Lease through the actual date of surrender; and
- (d) Guarantor has provided Landlord with timely notice of any address changes.

Nothing contained in this Article or elsewhere in this Guaranty shall release Tenant from any liability under the Lease.

This Article shall survive the actual date of surrender.

- 21. Intentionally omitted.
- 22. Intentionally Omitted.
- 23. Notwithstanding anything to the contrary contained herein, this Guaranty shall not be construed as creating a landlord-tenant relationship, nor shall the payment of any sums pursuant to this Guaranty entitle Guarantor to possess or occupy all or any portion of the demised premises. No payment by Guarantor pursuant to any provision of this Guaranty shall entitle Guarantor, by subrogation or otherwise, to the rights of Landlord to any payment by Tenant or to any security deposit or letter of credit delivered to Landlord by or on behalf of Tenant under the Lease. The provisions of this Article shall survive the expiration or sooner termination of this Guaranty and the Lease.
- 24. This Guaranty applies to, inures to the benefit of and binds all parties hereto, their heirs, devisees, legatees, executors, administrators, representatives, successors and assigns (including any purchaser at judicial foreclosure or trustee's sale or a holder of a deed in lieu thereof). This Guaranty shall be transferrable by Landlord to the same extent and with the same force and effect as the Lease may be transferrable by Landlord.
- 25. Guarantor agrees to do all things and take all actions, and to make, execute and deliver such other documents and instruments as shall be reasonably requested to carry out the provisions, intent and purpose of this Guaranty.
- 26. This Guaranty shall be deemed to have been made in New York County, New York, and shall be governed and construed in all respects by the laws of the State of New York without regard to principles of conflict of laws.
- 27. All actions or proceedings relating directly or indirectly to this Guaranty shall be litigated only in New York County. Guarantor and its respective successors and assigns, hereby agree that any state court located within New York County shall be the exclusive forum to the exclusion of all other forums for any and all litigation with respect to or arising out of this Guaranty or the relationship created hereunder. Guarantor consents to the exercise of personal jurisdiction over it by those courts and to accept service of process issued by those courts with respect to any action pursuant to this subparagraph. Guarantor shall not: (a) attempt to challenge the venue of any such action; (b) attempt to transfer the venue of any such action; (c) attempt to remove any such action to a federal court; or (d) seek dismissal of any such action pursuant to the doctrine of forum non conveniens. To the fullest extent permitted by law, Guarantor and its respective successors and assigns, hereby waive all rights to a trial by jury.
- 28. Wherever possible, each provision of this instrument shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this instrument shall be prohibited by, or invalid under, such law, then such provision

shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guaranty. Further, if any such provision or portion of such provision may be reduced and/or narrowed in scope or the like, such provision or portion of such provision shall be reduced, narrowed in scope or the like and so enforced.

- 29. The provisions of this Guaranty cannot be waived, deleted, stricken, supplemented, changed, modified, amended, altered, extended, cancelled or terminated unless in a writing signed by both Landlord and Guarantor.
- 30. This Guaranty constitutes the entire agreement and supersedes all prior agreements and understandings, whether oral or written, with respect to the subject matter hereof.
- 31. Guarantor warrants and represents that Guarantor has full power and authority to execute, deliver and perform this Guaranty, and that neither the execution, delivery nor performance of this Guaranty will violate any law or regulation, or any order or decree of any court or governmental authority, or will conflict with, or result in the breach of, or constitute a default under, any agreement or other instrument to which Guarantor is a party or by which Guarantor may be bound, or will result in the creation or imposition of any lien, claim or encumbrance upon any property of Guarantor.
- 32. Guarantor warrants and represents that at the time of the execution and delivery of this Guaranty, nothing exists to impair the immediate effectiveness of the obligations of Guarantor hereunder.
- 33. Guarantor has received a copy of the Lease and all exhibits, attachments and addendums thereto, if any, and has read, understood and agreed with the terms and conditions of such. Guarantor acknowledges that it has had the opportunity to have advice of its own legal counsel before execution of this Guaranty.
- 34. In the event this Guaranty is executed after the original date of the Lease, Guarantor acknowledges, understands and agrees to the following: (i) this Guaranty was intended to be executed on or prior to the date of the Lease; (ii) dating this Guaranty after the Lease is not evidence that Landlord would have made the Lease without this Guaranty; (iii) this Guaranty remains supported by good and sufficient consideration; and (iv) the parties intended for this Guaranty to be dated on or prior to the date of the Lease but the delivery or logistics involved in getting Guarantor's signature hindered, but did not defeat, such intent.
- 35. If more than one (1) person signs this Guaranty, each such person shall be deemed a Guarantor and the obligation of all such Guarantors shall be joint and several. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and the neuter shall include both the masculine and feminine gender. The word "person" as used in this Guaranty shall include an individual, corporation, partnership, company, firm, association, trust or other legal entity

of any kind whatsoever.

- 36. The recitals set forth above are incorporated herein by this reference.
- 37. Replacement Guarantor. (a) In connection with any proposed assignment of Tenant's interest in this Lease to any person or entity which is not an Affiliate of Tenant, Tenant shall have the right to provide Landlord with a replacement Guarantor (a "Replacement Guarantor") of all Obligations of Tenant effective from and after the effective date of such assignment (the "Assignment Effective Date"), provided that (i) the Replacement Guarantor has a net worth as of the Assignment Effective Date of no less than one million (\$1,000,000.00) dollars; and (ii) the Replacement Guarantor shall execute and deliver to Landlord on or before the Assignment Effective Date this same form of Guaranty or at Landlord's sole election, such form as commonly used by Landlord at such time, provided such form is reasonably similar to this Guaranty in all material respects (a "Replacement Guaranty").
- (b) Guarantor's Release. Upon delivery of the Replacement Guaranty to Landlord, Guarantor shall be released and discharged from all liability with respect to any Obligations of Tenant arising or accruing from and after the Assignment Effective Date, but Guarantor shall continue to remain liable pursuant to the terms of the Guaranty for (i) all Obligations of Tenant which arose or accrued prior to the Assignment Effective Date; and (ii) any liability of Guarantor arising out of a breach of any warranty or representation of Guarantor under this Guaranty which arose or accrued prior to the Assignment Effective Date.
- 38. In no event shall Guarantor be liable for any accelerated rent or any consequential or punitive damages, including without limitation lost profits, arising from or in connection with the Lease.

(signatures continued on next page)

Date: October	19,	2021
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Guarantor:

AIME LEON DORE INC.

By: Name: THEODORE SALTIS
Title: DUE ON

Address of Primary

STATE OF NewYork ) ss. COUNTY OF Queens )

On the day of day of personally appeared the same in his/her/their capacity(ies), and that by his/her their signature(s) acted, executed the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

ANTHONY CASALE
Notary Public, State of New York
Reg. No. 02CA6340775
Qualified in Queens County
Commission Expires April 25, 2024

### EXHIBIT "A"

## SURRENDER DECLARATION

This Surrender Declaration dated this \_\_\_\_\_ day of \_\_\_\_\_\_, is made by AIME LEON DORE SONNY LLC, a New York limited liability company with its principal office located at 214 Mulberry Street, New York, New York 10012 ("Tenant").

#### WITNESSETH:

WHEREAS, Tenant and MASARYK TOWERS CORPORATION, a New York corporation with its principal office located at 61 Columbia Street, New York, New York 10002 ("Landlord") heretofore entered into a certain written lease (the "Lease") dated \_\_\_\_\_\_, 20\_\_\_\_, wherein and whereby Landlord leased to Tenant and Tenant hired from Landlord certain demised premises (the "Demised Premises") known as the gymnasium and located at 69 Columbia Street, New York, New York 10002, and as more fully described in the Lease; and

WHEREAS, Tenant desires to surrender the Demised Premises effective as of the date of this Surrender Declaration (the "Surrender Date"), and to surrender all keys (together with alarm and access codes, if any) to the Demised Premises (collectively, the "Keys") effective as of the Surrender Date.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the mutual covenants contained herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged by Tenant, Tenant agrees as follows:

# Surrender of the Demised Premises and Keys.

- a. Effective as of the Surrender Date, Tenant hereby vacates and surrenders to Landlord all of Tenant's right, title and interest in and to the Demised Premises and the Lease, together with all repairs, replacements, renovations, refurbishments, improvements, installations, alterations, additions, attachments, fixtures, equipment, building systems and utility services (including, but not limited to, electrical, plumbing, heating, air-conditioning, vents, ducts, fans and exhausts) in and to the Demised Premises, to the intent and purpose that the estate of Tenant in and to the Demised Premises shall be wholly extinguished as of the Surrender Date.
- b. Effective as of the Surrender Date, Tenant hereby surrenders to Landlord all of the Keys in and to the Demised Premises, to the intent and purpose that all of Tenant's rights to access the Demised Premises shall be wholly extinguished as of the Surrender Date.

General Tenant Representations. Tenant hereby represents and warrants to Landlord that nothing has been done or suffered whereby the Lease, the estate granted thereby, the Demised Premises, or any fixtures, equipment, installations, additions or improvements therein, have been encumbered in any way whatsoever. Tenant further represents and covenants that as of the Surrender Date, Tenant (i) owns the tenant's interest in the Lease; (ii) has the right to surrender the Demised Premises and terminate the Lease; and (iii) no other person or entity has acquired or will acquire through or under Tenant any right, title or interest in or to the Demised Premises (including any right of occupancy therein), or any part thereof, or in or to said fixtures, equipment, installations, additions or improvements therein. Tenant hereby represents and warrants to Landlord that it has not performed or failed to perform any act which would result in a claim against the Demised Premises or an action against Landlord, or its agents, servants and/or employees (or alternatively, if any claim is or has been made against the Demised Premises or an action is or has been asserted against Landlord, its agents, servants and employees, whether or not covered by Tenant's insurance), to the fullest extent permitted by law, Tenant agrees to indemnify and hold Landlord, its agents, servants and employees, harmless against any such claim or action including, but not limited to, attorneys' fees incurred by Landlord in defending such claim, action or breach of this Surrender Declaration.

Tenant represents that any alterations, additions or improvements made to the Demised Premises by or on behalf of Tenant (i) were made pursuant to any and all required consents, approvals, signoffs and permits by any governmental and quasi-governmental authorities; (ii) were made in compliance with all applicable laws, rules and regulations (including, without limitation, building code requirements); and (iii) were paid for in full and any and all mechanic's liens filed against the Demised Premises as a result thereof, if any, have been completely satisfied, released and discharged of record.

Tenant represents that it has "closed-out" all "open" permits of record in regard to any alterations, additions or improvements made to the Demised Premises by or on behalf of Tenant.

Condition of Demised Premises upon Surrender. As of the Surrender Date, Tenant shall surrender the Demised Premises in accordance with and as required under the Lease and shall deliver the Demised Premises vacant and broom clean, reasonable wear and tear excepted, absent any damage and free and clear of any tenants, licensees or occupants, or persons or entities in possession claiming through or under any of the foregoing. Any and all inventory, goods, supplies, trade fixtures, furniture, furnishings, decorations, repairs, replacements, renovations, refurbishments, improvements, installations, alterations, additions, attachments, fixtures, equipment, building systems and utility services (including, but not limited to, electrical, plumbing, heating, air-conditioning, vents, ducts, fans and exhausts) remaining in the Demised Premises, whether same was installed by Landlord or Tenant, or installed on behalf of Tenant (collectively, "Personal Property"), shall (i) not be removed by Tenant as of the Surrender Date; (ii) be deemed abandoned by Tenant as of the Surrender Date; and (iii) as of the Surrender Date and at Landlord's option, shall either (a) become Landlord's

property; or (b) may be disposed of, in which event, the proceeds of such sale or other disposition shall belong to Landlord.

Tenant represents to Landlord that it has good and marketable title to all Personal Property, free and clear of any and all liens, judgments, claims and encumbrances, and that the Personal Property is not rented, leased or licensed in any manner whatsoever.

Tenant represents to Landlord that none of the Personal Property are subject to any service contracts which would be binding upon Landlord as of and after the Surrender Date. To the extent a service contract is transferrable and pre-paid in full, then Tenant shall transfer said service contract to Landlord as of the Surrender Date. To the extent a service contract is not transferrable and pre-paid in full, then Tenant shall terminate such service contract as of the day before the Surrender Date.

- 4. Tenant's Continuing Liability. The delivery of this Surrender Declaration to Landlord shall not affect any liability or obligation of Tenant under the Lease and should not be construed to diminish, limit or otherwise reduce any liability or obligation that Tenant would otherwise have under the Lease if this Surrender Declaration were never delivered to Landlord.
- 5. Successors and Assigns. The covenants, conditions, provisions and agreements contained in this Surrender Declaration shall bind Tenant, its successor and/or assigns and inure to the benefit of Landlord and its successors and assigns.

IN WITNESS WHEREOF, Tenant has executed this Surrender Declaration as of the day and year first above written.

TENANT:
AIME LEON DORE SONNY LLC
By: Name:

		Title:	
STATE OF COUNTY OF	) ) ss.: )		
me on the basis of subscribed to the with the same in his/her	satisfactory evidence ithin instrument and their capacity(ies) yidual(s), or the personal their capacity idual(s).	e to be the individual acknowledged to	before me, the undersigned, nally known to me or proved to dual(s) whose name(s) is (are) or me that he/she/they executed s/her their signature(s) on the f which the individual(s) acted,
			Notary Public

2560

AIME LEON DORE INC.

3945 CRESCENT ST., STE. 2

LONG ISLAND CITY, NY 11101-3801

PAY
TO THE
ORDER OF MASARYK TOWERS CORPORATION \$ 4,000.00 E.

FOR THOSAND AND 00/100 DOLLARS

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FOR MASARYK SYM- Frest Wowth's
RENT

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AIME LEON DORE INC.

3945 CRESCENT ST., STE. 2
LONG ISLAND CITY, NY 11101-3801

DATE 10/28/21

PAY
TO THE ORDER OF MASARYK CORPORATION

S'9,004.08

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CHASE

JOHNSHILL GYM- SECURITY DEPOSIT

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