

FIRST LEASE MODIFICATION EXTENSION AGREEMENT

First Lease Modification and Extension Agreement (“**Agreement**”) entered into as of the 31st day of October, 2023 by and between LUNA PARK HOUSING CORPORATION (“**Landlord**”) with an address at 2879 West 12th Street, Brooklyn, New York 11224 and DVORA, INC. (Yelena Kuznetsova and Irina Gutkina) (formerly Vladimir Fishman and Vladimir Lavrenyuk) (“**Tenant**”) with an address at 2250 East 4th Street, Brooklyn, New York 11223 (collectively the “**Parties**”, and each individually a “**Party**”).

WITNESSETH

WHEREAS, Landlord and Tenant are parties to a Lease Agreement between Landlord and Tenant dated as of November 1, 2013, as Amended by Lease Amendment Agreement dated as of March 12, 2021 (collectively “**Lease**”) concerning the subject premises located at 2817 West 12th Street, Ground Floor, Brooklyn, New York 11224 (“**Premises**”); and

WHEREAS the term of the Lease was originally for ten (10) years, which term commenced on November 1, 2013 and is currently set to end on October 31, 2023 (“**Expiration Date**”);

WHEREAS, the Parties acknowledge that Tenant has \$1,350.75 on deposit with Landlord as Security Deposit; and

WHEREAS, the parties desire to further extend, modify and amend the terms and provisions of the Lease, upon and subject to the terms, agreements and conditions hereinafter set forth herein.

NOW, THEREFORE in consideration of the mutual covenants and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows (the foregoing recitals are incorporated herein and agreed to by the Parties for purposes of this Agreement).

1. **WORDS AND PHRASES, ETC.** All words and phrases used in this Agreement, unless otherwise defined herein, shall have the meanings, if any, given to them in the Lease. All terms of the Lease shall remain in full force and effect, and are incorporated herein, except as specifically provided herein.
2. **LEASE EXTENSION AND NEW EXPIRATION DATE.** The term of the Lease is hereby amended and extended for ten (10) years, commencing on November 1, 2023 and ending on October 31, 2033 (“**Extension Term**”), except as may sooner be terminated pursuant to the terms of the Lease, law, or this Agreement.
3. **NEW FIXED RENT.** The rent for the extension term shall be as follows, payable on or before the first day of each month without setoff or deduction:

LEASE YEAR	MONTHLY RENT	ANNUAL RENT
11/1/23 – 10/31/24	\$ 46,351.24	\$ 3,862.60
11/1/24 – 10/31/25	\$ 47,741.77	\$ 3,978.48
11/1/25 – 10/31/26	\$ 49,174.03	\$ 4,097.84
11/1/26 – 10/31/27	\$ 50,649.25	\$ 4,220.77
11/1/27 – 10/31/28	\$ 52,168.72	\$ 4,347.39
11/1/28 – 10/31/29	\$ 53,212.10	\$ 4,434.34
11/1/29 – 10/31/30	\$ 54,276.34	\$ 4,523.03
11/1/30 – 10/31/31	\$ 55,361.87	\$ 4,613.49
11/1/31 – 10/31/32	\$ 56,469.11	\$ 4,705.76
11/1/32 – 10/31/33	\$ 57,598.49	\$ 4,799.87

4. **ALTERATIONS.** Tenant shall make no changes in or to the Premises or perform any installations or alterations at the Premises without Landlord's consent.
5. **ACCESS.** Landlord shall have reasonable access to the Premises. Landlord may utilize the Premises and may allow others to utilize the Premises at such times and on such days on which Tenant is not utilizing the Premises.
6. **NO REPRESENTATIONS BY LANDLORD.** Neither Landlord nor its agents have made any representations to Tenant with respect to the physical condition of the Premises or building and Tenant accepts the Premises "as-is", with the understanding that Tenant is presently in possession of the Premises.
7. **NO WAIVER.** The failure by Landlord to seek redress for any breach or acceptance of rent or a part thereof with knowledge of any breach, shall not be deemed a waiver of such breach.
8. **NOTICES.** Any notices, statement, demand or other communication required or permitted to be given, may be made by certified mail (with proof of mailing) or overnight mail to the other Party at the address for such party first set forth in this Agreement. Any such notice shall be deemed given one day after mailing in the case of overnight mailing and three days after mailing in the case of certified mail mailing. Either Party may, by written notice, change its notice address.
9. **APPLICABLE LAW, ETC.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. If any provision of this Agreement or its application to any party or circumstances shall, to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.
10. **ENTIRE AGREEMENT.** This Agreement sets forth all of the promises, agreements, conditions and understandings between the Parties hereto concerning or relating to the subject matter hereof and there are no promises, agreements, conditions or

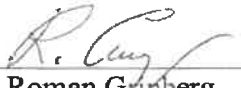
understandings heretofore made, either oral or written, between them other than as herein set forth.

11. **CONFLICT AND RESTATEMENT.** In the event of a conflict between the provisions of this Agreement and provisions of the Lease, the provisions of this Agreement shall govern and control to the extent of such conflict. As modified by this Agreement, the terms of the Lease, as previously modified and extended are hereby restated, ratified, and confirmed and shall remain in full force and effect as the Lease.
12. **BROKER.** Each Party represents and warrants to the others that in negotiating and consummating this Agreement, it has dealt with no broker, or similar party, which may claim any commission, fee, or other consideration concerning such transaction. Each Party shall defend, protect, indemnify, and hold harmless the others from and against any and all loss, cost, liability, expense, commission, fee, claim, action, and damages, caused by or arising from or out of any breach or alleged breach of such representation and warranty.
13. **ESTOPPEL REPRESENTATIONS.** Tenant represents and warrants that as of the date hereof: (i) there are no subleases affecting the Premises through Tenant, (ii) there are no offsets or defenses to the payment of the rents, additional rents, or any other sums payable under the Lease, and (iii) Tenant is the owner and holder of the Tenant's interest under the Lease.
14. **CAPTIONS.** The captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the contents of nor in any way affect this Agreement.
15. **BINDING EFFECT.** This Agreement shall not be binding upon the Parties until executed by an authorized representative of each Party and delivered to the other Party and may not be modified except in a writing signed by both parties to this Agreement. This Agreement, upon execution as set forth above, shall also inure to the benefit of, and be binding upon, the respective successors, assigns, heirs, executors, and and/or administrators of both Parties.
16. **SEVERABILITY.** If any part of sub-part of this Agreement is deemed invalid by court order, judgment, or other operation of law, the remaining parts and sub-parts of this Agreement shall remain valid and enforceable to the fullest extent.
17. **EXECUTION.** This Agreement may be executed in counterparts which together shall constitute a single agreement. Electronic, facsimile or .PDF signatures on Agreement shall be deemed an original.


IN WITNESS WHEREOF, Landlord and Tenant hereunder set their names on the date first above written.

LUNA PARK HOUSING CORPORATION

DVORA, INC.


By: Roman Grinberg
Title: Board President


By: Irina Gutkina
Title:


By: Yelena Kuznetsova
Title: