FORM 1. MONTH TO MONTH LEASE

LANDLORD and TENANT agree to lease the Premises on the following terms:

1. LANDLORD: The City of New York, acting through its Department of Citywide Administrative Services Real Estate Services 1 Centre Street New York, New York 10007

2. TENANT: Metro Car Wash & Lube, Inc.
NAME

3. TENANT'S ADDRESS: 91-10 Metropolitan Avenue
STREET ADDRESS

Rego Park, New York 11374
CITY STATE ZIP CODE

718-947-1167 meyriellym@aol.com
TELEPHONE NUMBER EMAIL ADDRESS

4. PREMISES:

(a) LANDLORD shall permit TENANT to enter upon and perform the Permitted Activities (as such term is hereinafter defined) upon that portion of Block 3886, Part of Lot 750, Borough of Queens a/k/a South Side of Metropolitan Avenue 122 Feet East of Trotting Course Lane, Queens, NY 11385. The approximate square footage is 8,100 as shown in the diagram attached hereto as Exhibit A, referred to hereinafter as "the Premises."

(b) TENANT has inspected the condition of the Premises, accepts the Premises "as is," and will not at any time make any claim that the Premises or structures thereon are not in suitable repair or condition for the uses and purposes of this Lease, nor will TENANT at any time make any claim for or by way of reduction of charge, or otherwise, for damage arising from or consequent upon any repairs that LANDLORD or TENANT may do or cause to be done or in consequence of the occupation of the Premises by LANDLORD or its agents or contractors.

(c) LANDLORD has not made, nor does it make, any representation or warranty as to the condition of the Premises or its suitability for any particular use or as to any other matter affecting this Lease.

(d) The provision contained in this Paragraph that TENANT accepts the Premises "as is" relates to the condition of the Premises as they were when TENANT first entered into possession thereof, or on the commencement date of the term, whichever is earlier.

(e) If there is a building on the Premises, its roof will be deemed part of Tenant's Premises for maintenance purposes only, in accordance with Paragraph 15 ("Repairs and Maintenance"), *infra.*

5. PERMITTED ACTIVITIES:

(a) TENANT shall enter upon and use the Premises only for the conduct of the following activities (hereinafter, collectively referred to as the "Permitted Activities") and for no other purpose: Storage of Car Wash Supplies

(b) LANDLORD makes no representation as to the legality of use of the Premises for TENANT's intended purposes. In the event any use or proposed use is declared illegal by a court of competent jurisdiction, TENANT covenants and agrees that LANDLORD, its agents, officers, and employees, shall not be liable for any damages arising out of or related to such illegal use and that TENANT shall defend, indemnity and hold harmless LANDLORD against any liability or expense therefor.

(c) TENANT shall not use the Premises for the sale of tobacco, tobacco products, or electronic cigarettes; for gambling establishments of any kind, including but not limited to, arcades, slot machines, and billiard halls; for firearms sales or repairs; for pornography sales or rentals, massage parlors, or brothels; for physical culture establishments of any kind, except for legitimate gymnasiums; or for nightclubs or cabarets.

(d) TENANT shall carry out all Permitted Activities hereunder in accordance with all applicable laws, orders, rules, licenses, permits and regulations of all government entities having jurisdiction of same.

6. TERM: The Term of the Lease shall be month to month, running from the first day of the of the calendar month ("Lease Commencement Date") to the last day of the calendar month ("Lease Expiration Date"), commencing on July 1, 2022.

7. RENT FOR TERM:

(a) TENANT shall pay to LANDLORD its monthly rent ("Base Rent") in advance no later than the first (1st) day of each calendar month in the amount of $2,200. Base Rent is due without prior notice.

(b) TENANT shall pay to LANDLORD as additional rent ("Additional Rent") reasonable attorney's fees and any other monies paid by LANDLORD for service of process, marshal's fees and costs incurred in summary proceedings and the like, as well as such other items identified in this Lease as Additional Rent.

(c) If TENANT fails to pay LANDLORD the full Base Rent and any Additional Rent, any subsequent payments by TENANT to LANDLORD shall first be applied to rent arrears.

8. RENT PAYMENT: TENANT must pay Base Rent in full, with no amount deducted therefrom, no later than the first (1st) day of each month, at LANDLORD'S address. All payments of Base Rent shall be due and payable whether billed or not billed to TENANT by LANDLORD. All items of Additional Rent shall be paid by TENANT to LANDLORD upon rendition of any bill or statement to TENANT therefor. If TENANT fails to pay LANDLORD the full Base Rent and any Additional Rent, any subsequent payments shall first be applied to rent arrears. Payment of Base Rent and Additional Rent may not be made by a third party unless TENANT has received LANDLORD's prior written consent therefor. In no instance shall payment of TENANT's rent by a third party create a landlord-tenant relationship between LANDLORD and the third party, nor shall such payments affect TENANT's sole responsibility for payment of its monthly rent.

9. CHARGE FOR LATE PAYMENT: If TENANT fails to pay the Base Rent and any Additional Rent in full by the tenth (10th) day of any calendar month, LANDLORD, at its sole option, may impose a late payment charge for that Base Rent, all unpaid prior month(s) rent and Additional Rent, excluding late charges designated as Additional Rent ("Overdue Charges") equal to two percent (2%) per month of the Overdue Charges, but not less than a minimum charge of Ten Dollars ($10.00). Such charge shall be collectible as Additional Rent. Failure to demand a late payment charge in any month shall not waive LANDLORD'S right to collect it at a later date.

10. ACCEPTABLE FORMS OF RENT PAYMENT:

(a) TENANT shall make all rent payments, payable to the order of DCAS either by check (subject to collection), by money order, or by electronic payment.

(b) In the event TENANT'S check for rent is not honored the first time it is presented for payment, TENANT shall make that rent payment and the payments for the next ensuing six (6) months by certified or bank check unless otherwise indicated by LANDLORD in writing. Nothing contained herein, however, shall be deemed to prevent LANDLORD from holding TENANT in default under this Lease upon the dishonor of any of TENANT'S checks. TENANT must pay LANDLORD a fee of Twenty Dollars ($20.00) for each dishonored rent check, which fee shall be collectible as Additional Rent.

(c) Rent, Additional Rent, or other payments to LANDLORD shall be made to the following address:

The City of New York
Department of Citywide Administrative Services
1 Centre Street, 20th Floor North
New York, New York 10007
Attention: Executive Director
Real Estate Financial Services

11. SECURITY DEPOSIT:

At the time of the execution of this Lease, TENANT shall have posted a Security Deposit by certified check, payable to the order of "Comptroller of the City of New York" in the amount of $4,400. LANDLORD will return the Security Deposit to TENANT without interest after the Term ends, provided TENANT has fully complied with all of the terms of this Lease. If TENANT has not fully complied, LANDLORD may use the Security Deposit to offset amounts owed by TENANT, including, without limitation, damages. Nothing in this Paragraph shall be construed to limit TENANT'S liability hereunder to the amount of the Security Deposit.

12. UTILITIES (MAINTENANCE AND SERVICE):

(a) TENANT must provide and pay for its utilities.

(b) TENANT must also provide and pay for heating fuel and any fuel for food preparation (if permitted) pursuant to Paragraph 5 herein and pay water and sewer charges for the Premises and any improvements thereon erected by TENANT. TENANT shall obtain and pay for any permits needed and shall obtain, pay for and maintain and repair any meters needed to comply with this provision. TENANT shall provide and pay for its own security, elevator service, custodial care, cleaning and garbage disposal. TENANT shall also pay any assessments levied against the Premises, regardless of whether the Premises is improved.

(c) LANDLORD has no duty to provide TENANT with any utilities, maintenance or services under this Lease except for: none.

(d) TENANT shall not be entitled to any rent reduction or set-off whatsoever for furnishing utilities, maintenance or services, nor shall TENANT be entitled to any rent reduction or set-off whatsoever by virtue of LANDLORD'S failure to provide those services, if any, set forth in Paragraph 12(c).

(e) TENANT, at its own expense, may purchase, install and maintain its own telephone, computer, and Internet services. However, should any of these services cease to function or should their service providers go out of business due to an Act of God, a natural disaster, an act of war or terrorism, or any other reason customarily set forth in "Force Majeure" provisions, LANDLORD shall have no responsibility of any kind to TENANT for such loss of services and TENANT shall not be entitled to a rent reduction as a result of such loss of services.

(f) TENANT shall be required to provide to LANDLORD evidence of timely submission and a duplicate copy of all items submitted to authorities to ensure compliance with local, state and federal laws and obligations. Such evidence must be provided to Landlord via designated email sleasing@dcas.nyc.gov within thirty (30) days of submission.

(g) To make City owned buildings more energy efficient, in the event that this Premises is improved by a building occupied by TENANT, LANDLORD will utilize the Energy Star Portfolio Manager website to track utility and water consumption. More information on the Energy Star Portfolio Manager website can be found at https://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/use-portfolio-manager/learn-how-portfolio-manager. Additional information on how TENANT can upload information into the Energy Star Portfolio Manager website can be found in Exhibit B, attached hereto.

(h) TENANT is required to provide information on all utilities and water bills associated with the Premises to LANDLORD on a quarterly basis through the Energy Star Portfolio Manager website.

(i) TENANT is required to complete the Building Use and Occupancy Survey contained within the Energy Star Portfolio Manager website on an annual basis.

(j) TENANT must notify LANDLORD and supply acceptable documentation via designated email sleasing@dcas.nyc.gov upon opening and closing utility or water accounts associated with the premises within thirty (30) days of such action and at the commencement of this Lease.

(k) TENANT must identify and provide to LANDLORD all utility and water account numbers for master accounts and subaccounts obtained. Information on these accounts must be [regularly] updated by TENANT in the Energy Star Portfolio Manager website.

(l) At the termination of the Lease, TENANT must provide LANDLORD with proof that all of its utility accounts have been closed and all outstanding bills have been paid. Acceptable documentation for these purposes is limited to official communications from the utility company or provider and can be sent to LANDLORD via designated email sleasing@dcas.nyc.gov(m) In the event that this Premises is improved by a building occupied by TENANT, LANDLORD reserves the right to install renewable energy technologies on the roof, upon reasonable written notice to TENANT. TENANT acknowledges that if LANDLORD decides to install renewable energy technologies on the roof, this shall not constitute a constructive eviction, will have no impact on the established rent set forth in Paragraph 7, and TENANT's normal periodic maintenance responsibility as to the roof will remain in force and effect.

(n) TENANT is encouraged to utilize environmentally friendly ("Green") cleaning materials and develop a Green cleaning program. A Green cleaning materials reference guide is provided with this Lease as Exhibit C, attached hereto. Additional information on developing a Green cleaning program can be found at https://greencleaning.ny.gov/Entry.asp

13. INSURANCE AND SAFETY/INDEMNIFICATION REQUIREMENTS:

Part 1 - INSURANCE

Section 1.01 TENANT's Obligation to Insure

A. From the date this Lease is executed through the date that TENANT is in possession of the Premises, including through or beyond the date of the expiration, termination, or revocation of this Lease, TENANT shall ensure that the types of insurance indicated in this Article are obtained and remain in force, and that such insurance adheres to all requirements herein.

B. TENANT is authorized to undertake or maintain operations under this Lease only during the effective period of all required coverage.

Section 1.02 Commercial General Liability Insurance

A. TENANT shall maintain Commercial General Liability insurance in the amount of at least One Million Dollars ($1,000,000) per occurrence. In the event such insurance contains an aggregate limit, the aggregate shall apply on a per-location basis applicable to the Premises and such per-location aggregate shall be at least Two Million Dollars ($2,000,000). This insurance shall protect the insureds from claims for property damage and/or bodily injury, including death, and personal and advertising injury that may arise from any of the operations under this Lease. Coverage shall be at least as broad as that provided by the most recently issued Insurance Services Office ("ISO") Form CG 0001, shall contain no exclusions other than as required by law or as approved by the Commissioner, and shall be "occurrence" based rather than "claims-made" based. *"Policies providing such insurance may not include any endorsements excluding coverage relating to the emission of asbestos, lead, mold, or pollutants."*

B. Such Commercial General Liability insurance shall name the City, together with its officials and employees, as Additional Insured for claims that may arise from any of the operations under

this Lease. Coverage shall be at least as broad as the most recent edition of ISO Form CG 2026. "Blanket" or other forms are also acceptable if they provided the City, together with its officials and employees, with coverage at least as broad as ISO Form CG 2026.

Section 1.03 Workers' Compensation, Employers' Liability, and Disability Benefits Insurance

TENANT shall maintain Workers' Compensation insurance, Employers' Liability insurance, and Disability Benefits insurance on behalf of, or with regard to, all employees involved in the TENANT's operations under this Lease, and such insurance shall comply with the laws of the State of New York.

Section 1.04 Commercial Automobile Liability Insurance

A. With regard to all operations under this Lease, TENANT shall maintain or cause to be maintained Commercial Automobile Liability insurance in the amount of at least One Million Dollars ($1,000,000) each accident combined single limit for liability arising out of ownership, maintenance or use of any owned, non-owned or hired vehicles. Coverage shall be at least as broad as the latest edition of ISO Form CA0001.

B. If vehicles are used for transporting hazardous materials, such Commercial Automobile Liability insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 9948) as well as proof of MCS-90.

Section 1.05 General Requirements for Insurance Coverage and Policies

A. Policies of insurance required under this Article shall be provided by companies that may lawfully issue such policy and have an A.M. Best rating of at least A- / "VII" or a Standard and Poor's rating of at least A, unless prior written approval is obtained from LANDLORD.

B. Policies of insurance required under this Article shall be primary and non-contributing to any insurance or self-insurance maintained by the City.

C. Wherever this Article requires that insurance coverage be "at least as broad" as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that TENANT can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

D. There shall be no self-insurance program with regard to any insurance required under this Article unless approved in writing by LANDLORD. Under no circumstances shall the City be responsible for the payment of any self-insured retention (or any other aspect of a self-insurance program). Further, TENANT shall ensure that any such self-insurance program provides the City with all rights that would be provided by traditional insurance under this Article, including but not limited the defense and indemnification obligations that insurers are required to undertake in liability policies.

E. The City's limits of coverage for all types of insurance required under this Article shall be the greater of (i) the minimum limits set forth in this Article or (ii) the limits provided to TENANT under all primary, excess and umbrella policies covering operations under this Lease.

F. All required policies, except Workers' Compensation, Employers' Liability, Disability Benefits, and United States Longshore and Harbor Workers' Compensation Act and/or Jones Act insurance policies, shall include a waiver of the right of subrogation with respect to all insureds and Loss Payees named therein.

Section 1.06 Proof of Insurance

A. For Workers' Compensation insurance, Employers' Liability insurance, Disability Benefits, and United States Longshore and Harbor Workers' Compensation Act and/or Jones Act insurance policies, TENANT shall submit one of the following:

1. C-105.2 Certificate of Workers' Compensation Insurance;
2. U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance;
3. Request for WC/DB Exemption (Form CE-200);
4. Equivalent or successor forms used by the New York State Workers' Compensation Board; or
5. Other proof of insurance in a form acceptable to the City. ACORD forms are not acceptable proof of Workers' Compensation coverage.

B. For all insurance required under the insurance provisions of this lease other than Workers' Compensation, Employers' Liability, Disability Benefits and United States Longshore and Harbor Workers' Compensation Act and/or Jones Act insurance policies, TENANT shall submit complete policies, including all endorsements, certified by the insurance company. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted. Landlord may waive the requirement for a complete policy(ies) and accept, in lieu of a complete policy(ies), a complete certificate of insurance, the endorsement(s) and/or policy provisions by which the City has been named an additional insured and a duly

executed "Certification by Insurance Broker or Agent" in the form available on the NYS Department of Financial Services website at the following address:

http://www.dfs.ny.gov/insurance/insurers/certificates/NYC_Certification_Form_5.7.15.pdf.

C. TENANT shall submit proof of insurance confirming renewals of insurance policies to LANDLORD prior to the expiration date of coverage of all policies required under this Lease. Such proof of insurance shall comply with subsections (A) and (B) directly above.

D. Acceptance or approval by LANDLORD of a Certificate of Insurance, a policy, or any other document does not waive TENANT'S obligation to ensure that insurance fully consistent with the requirements of this Article is secured and maintained, nor does it waive TENANT's liability for its failure to do so.

E. TENANT shall be obligated to provide the City with a certified copy of any policy of insurance required under this Article upon request by LANDLORD or the New York City Law Department.

NOTE: See Exhibit D, annexed, for copies of all insurance documents received from TENANT.

Section 1.07 Miscellaneous

A. In the event TENANT enters into a sublease under this Lease, TENANT shall require any such subtenant to obtain all insurance required of TENANT under this Article and provide proof of same consistent with this Article. TENANT shall ensure that each subtenant names the City as Additional Insured or Loss Payee, as appropriate, under all policies obtained by such subtenant covering operations by such subtenant under this Lease. The City's coverage as Additional Insured shall include the City's officials and employees and be at least as broad as that provided to TENANT.

B. TENANT may satisfy its insurance obligations under this Article through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

C. TENANT shall be solely responsible for the payment of all premiums for all policies and all deductibles or self-insured retentions to which they are subject, whether or not the City is an insured under the policy.

D. Where notice of loss, damage, occurrence, accident, claim or suit is required under a policy maintained in accordance with this Article, TENANT shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this Lease (including notice to Commercial General Liability insurance carriers for events relating to TENANT's own employees) no later than 20 days after such event. For any policy where the City is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. TENANT shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

E. TENANT's failure to secure and maintain insurance in complete conformity with this Article, or to give the insurance carrier timely notice on behalf of the City, or to do anything else required by this Article shall constitute a material breach of this Lease. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

F. Insurance coverage in the minimum amounts provided for in this Article shall not relieve TENANT of any liability under this Lease, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Lease or the law.

G. In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article, TENANT shall at all times fully cooperate with the City with regard to such potential or actual claim.

H. Apart from damages or losses covered by Workers' Compensation insurance, Employers' Liability insurance, Disability Benefits insurance, United States Longshore and Harbor Workers' Compensation Act and/or the Jones Act insurance, or Commercial Automobile insurance, TENANT waives all rights against the City, including its officials and employees, for any damages or losses that are covered under any insurance required under this Article (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of TENANT and/or its employees, agents, or servants of its contractors or subcontractors.

I. In the event TENANT requires any entity, by contract or otherwise, to procure insurance with regard to any operations under this Lease and requires such entity to name TENANT as Additional Insured under such insurance, TENANT shall ensure that such entity also name the City, including its officials and employees, as an additional insured with coverage a least as broad as ISO form CG 20 26.

J. In the event TENANT receives notice from an insurance company or other person that any insurance policy required under this Article shall expire or be cancelled or terminated (or has expired or been cancelled or terminated) for any reason, TENANT shall immediately forward a copy of such notice to both the LANDLORD and the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007. Notwithstanding the foregoing, TENANT shall ensure that there is no interruption in any of the insurance coverage required

under this Article. If TENANT is remiss in timely procuring or renewing its insurance, LANDLORD, at its option, reserves the right to terminate this Lease.

K. In the event of any loss to the City's Property Interests, Tenant shall take all appropriate action in a timely manner to adjust such claim in terms that provide the City with the maximum possible payment for the loss. Tenant shall also either provide the City with the opportunity to participate in any negotiation with the insurer regarding adjustments for the Claims, or at Landlord's discretion, allow the City itself to adjust such claim.

PART 2 - Responsibility for safety, Injuries or Damage, and Indemnification

Section 2.01 TENANT Responsibilities

A. TENANT shall be solely responsible for the safety and protection of its employees, agents, servants, contractors, and subcontractors, and for the safety and protection of the employees, agents, or servants of its contractors, subcontractors, and subtenants.

B. TENANT shall be solely responsible for taking all reasonable precautions to protect the persons and property of the City or others from damage, loss or injury resulting from any and all operations under this Lease.

C. TENANT shall be solely responsible for injuries to any and all persons, including death and damage to any and all property arising out of or related to the operations under this Lease, whether or not due to the negligence of TENANT, including but not limited to injuries or damages resulting from the acts or omissions of any of its employees, agents, servants, contractors, subcontractors, subtenants, or any other person.

D. TENANT shall use the Premises in compliance with, and shall not cause or permit the Premises to be used in violation of, any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adapted in the future which are or become applicable to the Lessee or the Premises (collectively "Environmental Laws"). Except as may be agreed by the City as part of this Lease, TENANT shall not cause, permit, or allow any of TENANT'S personnel to cause or permit any Hazardous Materials to be brought upon, stored, used, generated, treated or disposed of on the Premises. As used herein, "Hazardous Materials" means any chemical substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects.

Section 2.02 Indemnification and Related Obligations

A. To the fullest extent permitted by law, TENANT shall indemnify, defend and hold the City and its officials and employees harmless against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursements) arising out of or related to any of the operations under this Lease and/or TENANT's failure to comply with the law or any of the requirements of this Lease. Insofar as the facts or law relating to any of the foregoing would preclude the City or its officials and employees from being completely indemnified by TENANT, the City and its officials and employees shall be partially indemnified by TENANT to the fullest extent permitted by law.

B. TENANT's obligation to defend, indemnify and hold the City and its officers and employees harmless shall not be (i) limited in any way by TENANT's obligations to obtain and maintain insurance under this Lease, nor (ii) adversely affected by any failure on the part of the City or its officers and employees to avail themselves of the benefits of such insurance.

14. POSSESSION: If LANDLORD is unable to give possession of the Premises on the Lease Commencement Date, LANDLORD shall not be subject to any liability for failure to give possession on such date, and the validity of the Lease shall not be impaired under such circumstances. However, Base Rent shall not commence until possession is given or is available. The provisions of this Article are intended to be "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

15. REPAIRS AND MAINTENANCE:

(a) TENANT must take good care of the Premises and keep sidewalks, passageways and curbs in front of and/or next to the Premises in a clean and orderly manner, free from snow, ice, dirt, garbage and other obstructions. TENANT is responsible for all damage due to lack of care. TENANT is responsible for all nonstructural repairs including nonstructural repairs caused by normal wear and tear. If TENANT fails to make such repairs, LANDLORD may do so and charge TENANT the cost of such repairs as Additional Rent. TENANT shall not excavate nor perform any foundation work in the Premises.

(b) If the Premises is improved property, TENANT must also make all nonstructual interior and exterior repairs at its own expense. If TENANT fails to make such repairs, LANDLORD may do so. Any amount due LANDLORD from TENANT pursuant to this Paragraph shall be paid by TENANT as Additional Rent within fifteen (15) days after receipt of an itemized bill therefor.

(c) TENANT is responsible for maintaining all mechanical equipment examples of which include but are not limited to HVAC systems and boilers in good working order and must ensure that all mechanical equipment is accessible and kept free and clear of all materials, debris and or obstructions.

(d) TENANT shall undertake all normal periodic maintenance of the Premises as needed.

(e) All repairs, restorations and replacements by TENANT shall be done in a good and workmanlike manner. If TENANT shall fail to commence the making of such repairs, restorations or replacements within ten (10) business days after written request from LANDLORD, or if after commencing them, shall fail to make and complete them with reasonable diligence, they may, at LANDLORD'S option, be made by LANDLORD at the expense of TENANT. Any amount due LANDLORD from TENANT pursuant to this Paragraph shall be paid by TENANT as Additional Rent within fifteen (15) days after receipt of an itemized bill therefor.

(f) Failure of TENANT to make repairs pursuant to this Article shall, at LANDLORD'S option, be deemed an event of default.

(g) Except as expressly provided otherwise in this Lease, there shall be no rent allowance to TENANT and no liability on the part of LANDLORD by reason of inconvenience, annoyance or injury to business arising from the TENANT performing its maintenance and repair obligations or LANDLORD performing same by reason of TENANTs failure to perform as set forth herein. TENANT may not claim eviction in whole or in part.

(h) It is acknowledged that LANDLORD has no obligation to make structural repairs of any kind or nature to the Premises. In the event conditions arise on the Premises which constitute health and safety conditions such conditions must be addressed by TENANT promptly. TENANT shall immediately take all necessary steps to minimize risks to persons and property. If TENANT is unable or unwilling to promptly restore the Premises to a safe condition LANDLORD reserves the right to terminate this lease in accordance with Paragraph 41 ("Termination") hereinafter.

(i) TENANT shall leave the Premises broom clean at the end of the Term. If TENANT leaves any of its property, including, without limitation, trade fixtures, in or upon the Premises at the end of the Term, LANDLORD may dispose of it and charge TENANT for the cost of such disposal, or keep it as abandoned property.

16. NO RENT REDUCTIONS: TENANT shall not be entitled to any rent reduction or setoff whatsoever for repairs or alterations to the Premises.

17. PREMISES "AS IS": TENANT has inspected and accepts the Premises "as is." LANDLORD makes no representations about the condition of the Premises or its suitability for any particular purpose. It is acknowledged that LANDLORD has no obligations to make repairs of any kind or nature pertinent to the Premises.

18. CHANGES, ADDITIONS: TENANT must not alter or add to the Premises without the prior written consent of LANDLORD, which consent may be granted or denied by LANDLORD in its sole discretion. All additions, including, without limitation, trade fixtures, shall, at the option of LANDLORD, become the property of LANDLORD when attached to the Premises. TENANT must not attach any advertisement, notice, or sign to the inside or the outside of the Premises without first obtaining LANDLORD'S prior written consent. TENANT shall not destroy or remove trees from the Premises without the prior written consent of LANDLORD. When submitting requests to alter the Premises the Tenant must utilize the most energy efficient materials and methods. Before alterations are approved, LANDLORD may ask for a cost comparison of the most efficient methodologies or fixtures.
If the most energy efficient alterations are cost prohibitive, the TENANT must submit the cost comparison. LANDLORD may approve the less expensive option at its' sole and absolute discretion. All work on the Premises must be approved by the LANDLORD, the approval of which is at LANDLORD's sole and absolute discretion.

19. LANDLORD'S DUTIES: LANDLORD'S only duties are those specifically set forth in this Lease.

20. LANDLORD MAY ENTER PREMISES, ERECT SIGNS: LANDLORD may enter the Premises at reasonable times to examine it or to show it to possible buyers or tenants and TENANT must give LANDLORD keys to all locks necessary for ingress and egress to the Premises. LANDLORD may, in its sole and absolute discretion, erect and maintain signs on the Premises or allow others to do so, whether by lease, license, permit or otherwise, but TENANT shall not be entitled to any part of the payments made to LANDLORD on account thereof nor shall TENANT be entitled to any set-off or reduction in Base Rent.

21. LIABILITY/INDEMNIFICATION OF LANDLORD:

(a) LANDLORD is not responsible for any injury to person or property occurring on the Premises.

(b) To the fullest extent permitted by law, TENANT agrees to defend, pay on behalf of, indemnify, and hold harmless LANDLORD, its officers, officials and employees and volunteers and others working on behalf of LANDLORD against any and all claims, demands, suits, or loss, including attorneys' fees, all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from LANDLORD, its officers, officials and employees and volunteers or others working in behalf of LANDLORD, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Lease.

(c) Anything in this Article to the contrary notwithstanding, nothing in this Lease shall be construed to relieve LANDLORD from responsibility to TENANT for any loss or damage caused TENANT wholly or in part by the negligent acts or omissions of LANDLORD; except, however, that LANDLORD shall not be responsible for such loss or damage, or any portion thereof, which is recovered or recoverable by TENANT from any insurance covering such loss or damage, or any portion thereof, against which TENANT is indemnified or insured.

22. ASSIGNMENT/SUBLET:

(a) TENANT must not assign, sublet or license the whole or any part of the Premises, nor permit the same to be occupied by any person or entity other than TENANT, without the prior written consent of LANDLORD, which consent may, if given, be subject to such conditions as LANDLORD may, in its sole discretion, require. No consent by LANDLORD to a particular subletting, assignment, license or occupancy shall in any event be deemed to be consent to any other or further subletting, assignment, license or occupancy.

(b) If TENANT is a limited or general partnership, neither TENANT nor any general partner shall sell, assign or transfer its interest in the partnership which is the TENANT under this Lease; nor shall a limited or general partnership (or a TENANT comprised of two (2) or more persons individually or as co-partners) change or convert TENANT to any of the following entities (hereinafter, "Limited Liability Entity"): (i) a limited liability company, (ii) a limited liability partnership, or (iii) any other entity which possesses the characteristics of limited liability, without the prior written consent of LANDLORD.

(c) In the event TENANT wishes to convert to a Limited Liability Entity, LANDLORD agrees not to unreasonably withhold or delay its consent provided that: (i) The Limited Liability Entity succeeds to all or substantially all of TENANT's business and assets; and (ii) The Limited Liability Entity has a net worth ("Net Worth"), determined in accordance with generally accepted accounting principles, of not less than the greater of TENANT's Net Worth on (1) the date of execution of the Lease, or (2) the day immediately preceding the date of such conversion; (iii) TENANT is not in default of any of the terms, covenants or conditions of the Lease on the date of such conversion; and (iv) each partner of TENANT shall execute and deliver to LANDLORD an agreement, in form and substance satisfactory to LANDLORD, under which each partner agrees to remain personally liable for all of the terms, covenants and conditions of the Lease.

23. CHARGES AGAINST PREMISES: TENANT must not allow any liens or other charges to be filed against the Premises. If any lien or charge is filed, TENANT, within thirty (30) days after notice of the filing, shall have it cancelled and discharged of record by payment, deposit, bond, court order or otherwise.

24. WAIVER OF TRIAL BY JURY; COUNTERCLAIM: To the fullest extent permitted by law, TENANT waives its right to a jury trial in any action or summary proceeding to recover possession of the Premises, and also waives its right to counterclaim or set-off therein, which waivers shall survive the revocation or termination of this Lease.

25. CONDEMNATION: If the Premises is subject to a condemnation proceeding started during the Term of this Lease, the Lease shall be treated as having terminated thirty (30) days before the start of such proceeding. In such event, TENANT shall not be entitled to any part of any award therein, nor to any set-off, reduction or refund of rent.

26. LICENSES REQUIRED: This Lease does not grant authority to operate a parking lot or any other usage which may require a special permit or approval. If required, TENANT must obtain any such authorization at its own expense.

27. COMPLIANCE WITH AUTHORITIES: TENANT must, at its own cost and expense, promptly comply with all laws, rules, regulations, ordinances and orders of any government entity having jurisdiction over the Premises. TENANT warrants and represents that it has determined that its use of the Premises set forth above does not and will not violate any zoning resolutions or any other laws, rules, regulations or ordinances. Further, TENANT must provide LANDLORD with documentation of such compliance if such compliance requires submissions and a copy of such submissions shall be provided to LANDLORD within thirty (30) days via designated email sleasing@dcas.nyc.gov TENANT must provide all utility and water information to LANDLORD in accordance with Sections 12 of this Lease.

28. NO DISCRIMINATION:

(a) TENANT shall not unlawfully discriminate against any customer because of actual or perceived age, race, creed, religion, sex, gender, color, disability, sexual preference or orientation, national origin, alienage, citizenship status, partnership status, marital status, military status, presence of a service animal or any other class of individuals protected from discrimination in public accommodations by City, State or Federal laws, rules or regulations.

(b) TENANT shall not unlawfully discriminate against any employee or applicant for employment because of actual or perceived age, race, creed, religion, religious practice, sex, gender, color, disability, sexual preference or orientation, national origin, alienage, citizenship status, partnership status, marital status, pregnancy, childbirth or condition relating to pregnancy or childbirth, political beliefs or

affiliations, arrest or conviction record, military status, predisposing genetic characteristics, unemployment status, status as a victim of domestic violence, stalking, sex offenses, presence of a service animal, or any other protected class of individuals as defined by City, State or Federal laws, rules or regulations. All advertising for employment shall indicate that TENANT is an Equal Opportunity Employer.

29. EMPLOYMENT BY CITY: TENANT represents that the party signing on behalf of TENANT is not an employee, nor is any other party interested in this Lease, an employee of the Department of Citywide Administrative Services, Asset Management, or the Department of Housing Preservation and Development of the City of New York.

30. NO WAIVER OF LEASE TERMS: LANDLORD'S failure to enforce any provision of this Lease is not a waiver of any of LANDLORD'S rights under this Lease or at law.

31. INVESTIGATIONS:

31.1 The parties to this agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

31.2 (a) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or;

31.2 (b) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

31.3 (a) The commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days' written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

31.3 (b) If any nongovernmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to Paragraph 31.5 below without the City incurring any penalty or damages for delay or otherwise.

31.4 The penalties which may attach after a final determination by the commissioner or agency head may include but shall not exceed:

(a) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

(b) The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

31.5 The commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Paragraphs (a) and (b) below. He or she may also consider, if relevant and appropriate, the criteria established in Paragraphs (c) and (d) below in addition to any other information which may be relevant and appropriate:

(a) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

(b) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

(c) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

(d) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under 31.4 above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in 31.3(a) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

31.6 (a) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

(b) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

(c) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

(d) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

31.7 In addition to and notwithstanding any other provision of this Lease the Commissioner or agency head may in his or her sole discretion terminate this Lease upon not less than three (3) days' written notice in the event Tenant fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Lease by the Tenant, or affecting the performance of this Lease.

32. DEFAULTS: If TENANT fails to pay all or any part of the Base Rent or Additional Rent, if any, when due or to comply with any other provision of this Lease, the same shall constitute a default hereunder and LANDLORD may terminate this Lease, re-enter, take possession of the Premises and remove TENANT by summary proceedings. In the event that TENANT shall abandon the Premises or permit the same to become vacant during the Term of this Lease, this Lease shall terminate upon the date of the LANDLORD'S verification of abandonment or vacatur as fully and completely as if that were the date originally set in this Lease for such termination, it being the intention of the parties to create a conditional limitation. Nothing herein contained shall be construed to prevent LANDLORD from maintaining an action for damages against TENANT by reason of such abandonment or vacatur.

33. BANKRUPTCY: ADDITIONAL DEFAULT PROVISIONS. To the extent permitted by applicable law, this Lease and Term and estate hereby granted are subject to the limitation that whenever TENANT shall make an assignment of the property of TENANT for the benefit of creditors or shall file a voluntary petition under any bankruptcy or insolvency law, or an involuntary petition alleging an act of bankruptcy or insolvency shall be filed against TENANT under any bankruptcy or insolvency law, or whenever a petition shall be filed against TENANT under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever a petition shall be filed by TENANT under the arrangement provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever a permanent receiver of TENANT or of or for the property of TENANT shall be appointed, then such shall be considered a default under Paragraph 32 herein and LANDLORD, (a) at any time after receipt of notice the occurrence of any such event, or (b) if such event occurs without the acquiescence of TENANT, at any time after the event continues for one hundred twenty (120) days, may give TENANT a notice of intention to end the term of this Lease at the expiration of five (5) days from the date of service of such notice of intention, and upon the expiration of said five (5) day period this Lease and the Term and estate hereby granted, whether or not the Term shall theretofore have commenced, shall terminate with the same effect as if that day were the Lease Expiration Date, but TENANT shall remain liable for damages as provided in Paragraph 34.

If this Lease shall be assumed or assigned by a trustee pursuant to the provisions of the Bankruptcy Reform Act of 1978 ("Bankruptcy Act"), the trustee shall cure any default under this Lease and shall provide such adequate assurance of future performance of this Lease as are provided in Section 365(b)(3) of the Bankruptcy Act, including without limitation, adequate assurance ("Adequate Assurances") (i) of the source of the Base Rent and Additional Rent; (ii) that there shall be no substantive breach in the provisions of this Lease; and (iii) that the use of the Premises shall in no way (a) diminish the reputation of the Building as a first class retail establishment, or (b) impose any additional burden on the building systems or increase the services to be provided by LANDLORD.

If the trustee does not cure said defaults and provide Adequate Assurances within sixty (60) days after there has been an order for relief pursuant to the Bankruptcy Act, this Lease shall be deemed rejected and LANDLORD shall have no further liability hereunder to TENANT or any person claiming through or under TENANT, and if TENANT or any such person is in possession, TENANT or any such person shall forthwith quit and surrender the Premises to LANDLORD. If this Lease shall be so cancelled or terminated. LANDLORD, in addition to the other rights and remedies of LANDLORD under any provision of this Lease or under any statute or rule of law, may retain as liquidated damages any Security Deposit, Base

Rent, Additional Rent or moneys received by LANDLORD from TENANT or others on behalf of TENANT.

If, at any time, (a) TENANT shall be comprised of two or more persons, or (b) TENANT'S obligations under this Lease shall have been guaranteed by any person or (c) TENANT'S interest in this Lease shall have been assigned, the word "TENANT" as used in this Section shall mean any one or more of the persons primarily or secondarily liable for TENANT'S obligations under this Lease.

34. REMEDIES OF LANDLORD: In case of any default and termination of this Lease or in case of LANDLORD'S recovery of possession of the Premises, all monies owed hereunder shall immediately become due and payable to the time of such termination, together with such expenses as LANDLORD may incur for legal expenses, repairs or renovations. All obligations of TENANT under this Lease shall survive such termination. LANDLORD shall have no obligation to re-let the Premises. However, LANDLORD may, at any time, and from time to time, re-let the Premises or any part thereof, and receive and collect the rents hereof, and may apply the same first to the payment of such expenses as the LANDLORD may have incurred in recovering possession of the Premises, including legal expenses, and for putting the same in good order or condition or preparing or altering the same for re-rental and expenses, commissions and charges paid, assumed or incurred by the LANDLORD in and about re-letting thereof, and then to the fulfillment of the covenants of the TENANT hereunder. Any such re-letting herein provided for may be for the remainder of the term of this Lease or for a longer or shorter period. In any such case and whether or not the Premises or any part thereof be re-let, the TENANT shall pay to the LANDLORD all Base Rent, Additional Rent and other sums required to be paid by the TENANT hereunder up to the time of such termination of this Lease, or of such recovery of possession of the Premises by the LANDLORD, as the case may be. Thereafter the TENANT shall, if required by LANDLORD, pay to the LANDLORD until the end of the term of this Lease (notwithstanding such earlier termination or recovery of possession) the equivalent of the amount of all Base Rent, Additional Rent and all other sums required to be paid by the TENANT hereunder, less the net proceeds of re-letting, if any. This deficiency amount shall be due and payable on the first day of each calendar month. At its sole option LANDLORD shall have the election in place and instead of holding the TENANT so liable LANDLORD may immediately upon default and termination or recovery of possession recover against the TENANT, as damages for loss of the bargain and not as a penalty, an aggregate sum which, at the time of such termination of this Lease, or of such recovery of possession of the Premises by the LANDLORD, represents the then present worth of the excess, if any, of the aggregate of all Base Rent, Additional Rent, and other sums required to be paid by the TENANT hereunder that would have accrued for the balance of the term of the Lease over the aggregate of rental value of the Property for the balance of such term.

LANDLORD may offset the security deposit under Paragraph 11 hereof against any payments due under this Paragraph 34. Any amounts due hereunder shall be payable at the legal rate of interest.

35. SURRENDER: TENANT covenants, on the last day of the term of this Lease hereby demised, or of any sooner termination thereof, as in this Lease provided, peaceable and quietly to surrender and yield up to LANDLORD the entire Premises including all improvements thereon, except as otherwise expressly provided in this Lease, the interior of said Premises to be in good order and condition, reasonable wear and tear excepted. TENANT shall nevertheless repair any damage or injury to the Premises, its fixtures, appurtenances or equipment caused by TENANT moving its property or by the removal of its trade fixtures, removable partitions, furniture or equipment. TENANT'S obligations under this Paragraph shall survive the expiration or earlier termination of the term of this Lease.

36. DAMAGES FOR FAILURE TO SURRENDER POSSESSION: If TENANT fails to surrender possession of the Premises upon the last day of the term of this Lease or upon sooner termination, TENANT shall be liable for any and all damages including consequential, incidental, special and otherwise, including reasonable attorney's fees for any proceedings resulting therefrom and LANDLORD may offset the security deposit under Paragraph 11 hereof against such damages, which damages shall in no event be limited to the security deposit.

In addition TENANT shall pay use and occupancy for the Premises during the period it remains in possession after expiration or sooner termination of this Lease at a rate which shall be the higher of either (1) the market value of the Rent as established by LANDLORD'S appraisal, or (2) at the rate established by the successful bid at an auction of the Premises, if there is one, held subsequent to expiration or sooner termination of this Lease. TENANT shall pay this use and occupancy on the first day of each month during the period TENANT remains in possession. These monthly payments shall be deposited in escrow pending determination of any proceedings against TENANT brought by LANDLORD to regain possession of the Premises.

37. NO SURRENDER WITHOUT AGREEMENT: No act done by TENANT, its officers or agents, during the term of this Lease, shall be deemed a surrender of the Premises, and no agreement of surrender, shall be valid unless the same shall be in writing and executed by LANDLORD and TENANT.

38. ADJUSTMENT: Subject to Paragraph 6 hereinabove and provided that LANDLORD has not theretofore terminated this Lease, it is agreed that the Base Rent shall be adjusted no more frequently than once every twelve (12) calendar months, to an amount which LANDLORD determines, in LANDLORD'S sole and absolute discretion, to represent the fair market value of the Premises at that time. LANDLORD shall notify TENANT of the amount of such adjusted Base Rent and TENANT shall be liable therefor, commencing with the next immediately succeeding calendar month. Nothing contained in this Paragraph shall be construed to imply that LANDLORD shall not terminate this Lease sooner than twelve months from the Lease Commencement Date or give to TENANT any rights in or to the Premises other than as a month-to-month tenant.

39. COMMERCIAL RENT TAX:

(a) If TENANT is subject to the City of New York's commercial rent tax, TENANT must file a commercial rent tax annual return with the New York City Department of Finance on or before June 20th each year or furnish LANDLORD with a letter of exemption from the Department of Finance. TENANT also must file a quarterly return with the New York City Department of Finance and pay the tax due on or before the due date each quarter to the New York City Department of Finance.

(b) Failure to file an annual return or letter of exemption and/or a quarterly return and/or to pay any amount of commercial rent tax owing on or before the due date shall constitute a default under this Lease. It is solely TENANT'S obligation to determine if it has tax liability. For information and aid in preparing a return, TENANT may contact the Department of Finance.

40. NOTICE OF TENANT'S SURRENDER OF LEASE AND POSSESSION: Provided that LANDLORD has not theretofore terminated this Lease, in the event that TENANT desires to surrender this Lease and its possession of the Premises, TENANT shall notify LANDLORD in writing at least twenty-five (25) days prior to the date of surrender. Such notice shall set forth the date of TENANT'S surrender and vacate of the Premises and shall be sent by certified mail. As a condition for surrender of the Lease, TENANT shall pay LANDLORD the unpaid rent for the entire term of the Lease. No reduction or abatement in rent shall be given for the time period from the date of surrender in TENANT's notice to the end of the term of the Lease.

41. TERMINATION:

(a) Notwithstanding any other provision of this Lease, LANDLORD may terminate the tenancy hereunder at any time by giving TENANT not less than thirty (30) days' notice of such termination and TENANT shall vacate the Premises and return possession thereof to LANDLORD by the termination date. If TENANT fails to do so, TENANT shall be liable for any and all damages to LANDLORD resulting therefrom, including, without limitation, reasonable attorney's fees and any other monies paid by LANDLORD for service of process, marshal's fees, costs incurred in summary eviction proceedings and the like. In the event that TENANT tenders any payments of Base Rent to LANDLORD for a period subsequent to the termination date, the same shall conclusively be deemed to be for "use and occupancy" of the Premises and shall under no circumstances be construed to create or revive any tenancy or right to possession of the Premises.

(b) Upon the revocation or termination of this Lease, TENANT, at its sole cost and expense, shall cause the Premises to be restored to its proper and original condition.

(c) LANDLORD, upon reasonable notice to TENANT, may inspect the Premises to confirm that it has been satisfactorily restored to its original condition. If, in LANDLORD's sole opinion, the Premises has not been satisfactorily restored, LANDLORD may complete restoration of the Premises and assess TENANT any costs it thereby incurs that exceed the existing balance of the Security Deposit, which costs TENANT shall pay promptly upon written demand by LANDLORD.

(d) The terms of this Article shall survive revocation or termination of this Lease.

42. LANDLORD'S CONSENT: Whenever LANDLORD'S consent is required under this Lease, such consent shall be in writing and shall be subject to such conditions as LANDLORD may, in its sole and absolute discretion, require.

43. NOTICES: Except as otherwise specifically provided in this Lease, a notice or communication that either party is required to give to the other shall be in writing by personal delivery or by overnight mail or by registered or certified mail, return receipt requested, addressed to the other at the address set forth below or to such other address as either party may from time to time direct by written notice given in the manner herein prescribed. Such notice or communication shall be deemed to be received as follows: if by personal delivery, upon receipt; if by overnight mail, the next day following the date of mailing; or if by registered or certified mail, the third day following such mailing.

To LANDLORD:

Executive Director of Planning and Dispositions
New York City Department of Citywide Administrative Services
Real Estate Services
1 Centre Street, 20th Floor South
New York, NY 10007

To TENANT: Metro Car Wash & Lube, Inc.
91-10 Metropolitan Avenue
Rego Park, NY 11374
Attn: Fernando Magalhaes

44. WARRANTY: The undersigned signatory for TENANT, by signing this Lease, personally warrants that s/he has the power and authority to enter into this Lease on behalf of TENANT and to bind TENANT to the terms of this Lease.

45. NO ORAL MODIFICATION: No change or modification of this Lease shall be valid or enforceable unless it is in writing and signed by both LANDLORD and TENANT.

46. SURVIVAL: In addition to the provisions of this Lease that specifically survive revocation or termination of this Lease, any provisions of this Lease which, by their nature, would survive revocation or termination shall be deemed to do so.

47. AUDIT: TENANT shall make available to the office of the Comptroller of the City of New York, and/or LANDLORD's auditor, on demand, all books, records, documents and correspondence pertaining to this Lease, for examination, audit, review or any purpose deemed necessary by the office of the Comptroller of the City of New York and/or LANDLORD.

48. LEASE RIDERS: This Lease may contain certain additional provisions set forth in Riders as indicated below. If there are additional provisions, they are hereby incorporated into this Lease.

Rider No. 1 _____

Rider No. 2 _____

Rider No. 3 _____

NOTE: NEXT PAGE IS SIGNATURE PAGE

Account No. 31963 Borough Queens
Block 3886 Part of Lot 750

LANDLORD: THE CITY OF NEW YORK:

By: _____
Laura Ringelheim
Deputy Commissioner
Department of Citywide
Administrative Services
Real Estate Services

Date: July 7, 2022

TENANT:

By: _____
(Signature)

Fernando Magalhaes
(Print Name)

President
(Title, if any)

Date: 6/24/22

Approval as to form by Standard Type of Class to
3/18/2023

_____ LZ
Acting Corporation Counsel, NYC Law Dept.

March 18, 2022

Account No. 31963 Borough Queens
Block 3886 Part of Lot 750

UNIFORM FORM OF ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this 21 day of June , 2022 before me, the undersigned, personally appeared Laura Ringelheim, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that by her signature on the instrument, the individual executed the instrument.

Rachelle Beck
Notary Public

RACHELLE A BECK
NOTARY PUBLIC STATE OF NEW YORK
LIC. # 01BE6346545
QUEENS COUNTY
COMM. EXP. 8-15-24

STATE OF New York)
) SS.:
COUNTY OF New York)

On the 7th day of July , 2022 before me, the undersigned, personally appeared Laura Ringelheim , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) 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) acted, executed the instrument.

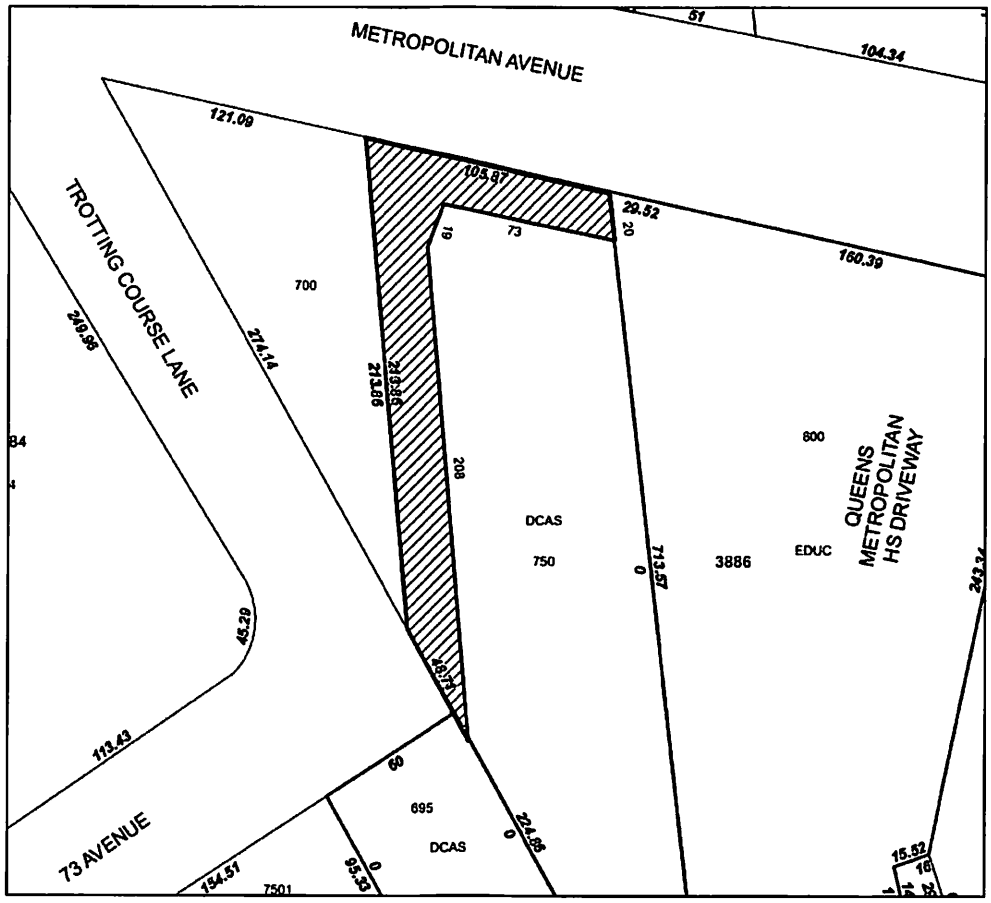
Lisa Greenbaum
(Notary Public) ←*Strike-out*→ (Commissioner of Deeds)

Lisa Greenbaum
Notary Public, State of New York
Registration No. 02GR6343207
Qualified in New York County
Commission Expires 6/6/24

EXHIBIT A

DIAGRAM OF PREMISES

Queens Block 3886 Part of Lot 750



ALL DIMENSIONS ARE APPROXIMATE AND NOT DRAWN TO SCALE

EXHIBIT B

HOW TO USE ENERGY STAR PORTFOLIO MANAGER

Summary

DCAS is using Energy Star Portfolio Manager to track energy and water use consumption for city-owned properties. We are doing this to save the data in perpetuity.

Upon receipt of your energy bill, you will email a copy to sleasing@dcas.nyc.gov. You will also send a copy of the account activation and the lease number. With this information, DCAS will establish the property on Energy Star Portfolio Manager. To access the property, you will create an account for Portfolio Manager at energystar.gov/buildings. Once created, Sustainable Leasing will send a connection request containing the property of your tenancy.

You will need to add the meter and sub-meter numbers from your utility bill to the meters established on the property account. Monthly, you will add your energy consumption data to each meter.

You will fill out the Building Use and Occupancy Survey.

Connection Request

To receive the account for your property, you will need to have DCAS Asset Management in your Energy Star Contacts.

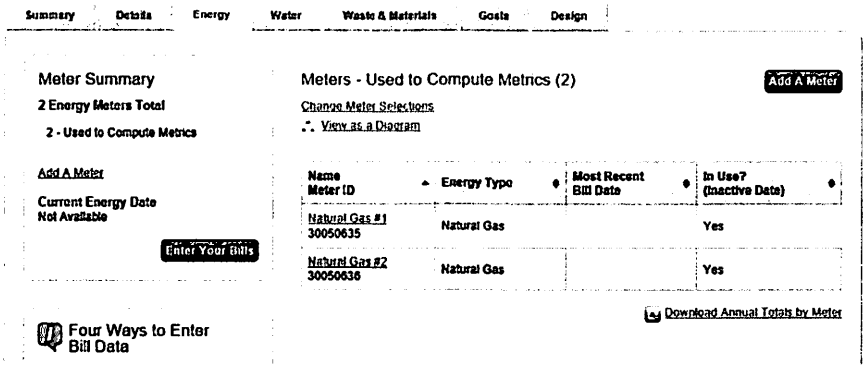
Navigate to the top right of the page: Welcome | Account Settings | **Contacts**

Once at the My Contacts page, click **Add Contact**. Type "dcas" and find **DCAS Asset Management**. Connect to this organization.

You will get a notification that DCAS has accepted your connection request. Then you will get notification of DCAS "sharing" your property with you.

Adding consumption data for each meter

Under the MyPortfolio tab you will see the property listed. Click into the property and navigate to the Energy tab: Summary | Details | **Energy** | Water | Waste and Materials



You will be using the information found on your ConEd bill to populate an Excel spreadsheet that you will upload to Portfolio Manager. View a sample bill to locate information here: https://www.coned.com/en/accounts-billing/your-bill/how-to-read-your-bill/sample-bill-large-commercial-under-50-kw.

Follow the instructions at https://portfoliomanager.zendesk.com/hc/en-us/articles/211695857-What-s-the-easiest-way-to-enter-bills-for-one-meter- for entering your energy data.
We will work with the service provider to deliver data directly into the property account.

Sharing a Property with DCAS

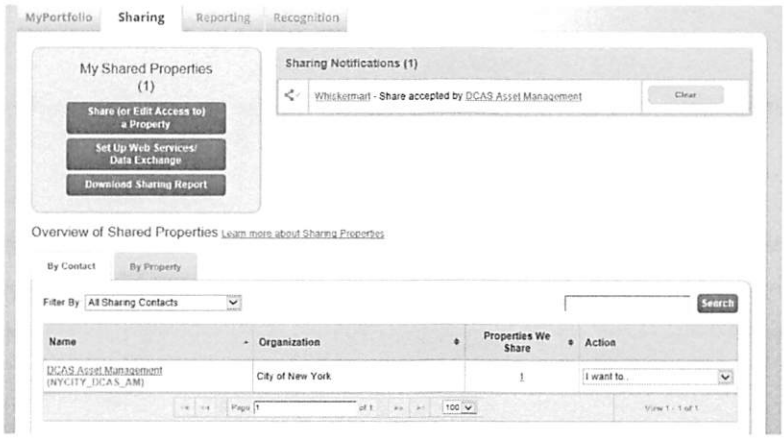
On the Contacts page, check the DCAS Asset Management box.



Arrive at **Share (or Edit Access to) a Property**.

Select "All Properties" from the **Select Properties** drop-down menu. Select DCAS Asset Management from **Contacts**. At **Choose Permissions,** click "Bulk Sharing" and the "Full Access" radio button.

Click **Share Property(ies)**. Arrive at the following page.



Portfolio Manager Support

On connecting accounts and sharing properties:
https://www.energystar.gov/sites/default/files/tools/Print%20Resource_Sharing%20Properties_04_21_16.pdf
On entering data into Portfolio Manager:
https://www.energystar.gov/buildings/facility-owners-and-managers/existing-buildings/use-portfolio-manager/enter-data-portfolio-manager

For step-by-step documents and recorded trainings:
Energystar.gov/buildings/training

EXHIBIT C

GREEN CLEANING REFERENCE GUIDE

S/T Lease Exhibit C: Green Cleaning Program Checklist

Executive Summary

This checklist helps establish cleaning practices that support a sustainable environment, minimizing exposure to hazardous materials and pollutants. It suggests methods to:

- ☐ Achieve high standards of cleanliness while reducing total cost of cleaning, operating costs, and materials consumption
- ☐ Decrease levels of- and exposure to chemical, biological, and particulate contaminants (eg. Lead, mercury, chromium, cadmium, beryllium)
- ☐ Get the full support of the organization to adapt green cleaning principles

Methods

Assessments: Site Planning

The first step in green cleaning is taking stock of inventory and practices already in place. To develop appropriate green cleaning infrastructure,

- ☐ Minimize or eliminate need for chemicals wherever possible.
- ☐ Start with an audit of cleaning products already in use – some may meet Green Cleaning requirements.
    - o Document storage locations, expiration dates, purchase dates, quantities, current conditions, if purchased as a concentrate or ready-to-use:
        - Chemical product inventory
        - Mechanical equipment (vacuums, burnishers)
        - Non-mechanical equipment (buckets, mops, cloths)
    - o Characterize facility's physical layout by space type (ie. Storage rooms, hallways, restrooms); numbers of rooms; total square feet of flooring types (ie. Carpet, resilient, tile, hard)
    - o Summarize facility qualities like areas with worn flooring or carpeting, faulty drains, poor ventilation, humid areas
    - o Conduct building survey of facilities, beginning with the outside, to identify potential problems leading to compromised environmental quality; for example, at locations of air intake, is it clear of trash bins, auto-exhausts, or other air contaminants?
- ☐ Address safe handling and storage of chemicals, including management plan for hazardous spills and mishandling
    - o Designate equipment for disposal or repair by tagging and returning to tool crib
- ☐ Create implementation schedule for site modifications
- ☐ Janitorial equipment must meet 40% compliance with environmentally preferable design: safeguards such as rollers or rubber bumpers; ergonomic design that minimizes vibration, noise, and user fatigue per ISO guidelines
    - o If not, develop phase-out plan for its replacement at the end of its useful life
- ☐ Processes should be put in place to ensure proper amount of chemical used—utilizing automatic dispensers regulates quantity
- ☐ Staffing
    - o Establish point person/people as building coordinators for environmental health and safety
    - o Identify individuals responsible for cleaning the building or site
    - o Train employees to use products and equipment, with respect to any unique needs
        - Maintenance personnel: hazards, use, disposal, recycling
        - Custodial staff: standard operating procedures, proper sequencing of cleaning steps, proper use of personal protective equipment
        - All: safety training with focus on injury prevention and hazardous materials
    - o Set specific dates for conversions to preferable chemicals, tools, and equipment
        - Dates for training
        - Goals understood by all for improved awareness among building occupants

- Provide universal notification of changes
- Provide easily understood directions in appropriate languages or graphic representation – particularly for dilution of chemical cleaning products

For more information on human factors ergonomics from the International Organization for Standardization, https://www.iso.org/standard/52075.html

Recommendations

For best practices in Green Cleaning, consider:

- ☐ Chemical measuring and dilution system that limits worker exposure to dust and particulates
  - Solutions should be procured as concentrates
  - Use personal protective equipment as precaution
- ☐ Identifying suppliers for non-caustic cleaning products
  - Any cleaning materials used in Green Cleaning should be certified by an independent testing program such as Green Seal, EcoLogo, Environmental Choice, or EPA's Design for the Environment Program.
  - Carpet and Rug Institute (CRI) Seal of Approval: Green Label Vacuum Program
  - Deep Cleaning Systems Program Seal of Approval

For more information on specific products, check out https://greencleaning.ny.gov/Product/Default.aspx. Search by product category or by brand.

To read about the sustainable marketplace and the EPA's Design for the Environment Program standards for safer cleaning products, go to https://www.epa.gov/greenerproducts/about-environmentally-preferable-purchasing-program.

For comprehensive procurement guidelines, go to https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

- ☐ Equipment
  - Batteries: gel, absorbent glass mat, or lithium-ion
    - Produce more usable energy, have longer lives, and don't evaporate lead or sulfate
  - Touchless controls
    - Reduce cross-contamination
  - Microfiber tools and wipes
    - Hold more dirt, dust, water and liquid than conventional fibers which scatter emulsified dirt and moisture
  - Vacuum cleaners, battery-powered floor buffers and burnishers
    - HEPA-rated: Must capture 96% of all particulate matter of 0.3 microns or larger in size
    - Must operate with sound level of less than 70 decibels
  - Deep cleaning extractors:
    - Mechanism heats cleaning solution to at least 200°F so that drying time is less than 24 hours
    - Propane-powered floor equipment uses high efficiency/low emissions engines with catalytic converters and mufflers that meet EPA standards for engine size and sound
  - Automated scrubbing machines use only tap water with no added cleaning products, and are equipped with variable-speed feed pumps and on-board chemical metering to optimize use of cleaning solvents
  - Products with reduced wastewater contaminants (corrosives, heavy metals, phosphates)
  - Equipment with minimized emissions of air and water pollutants that has third-party verified performance data
  - Cleaning devices that use only ionized- or electrolyzed water
- ☐ Routinely,
  - Review cleaning schedules at least twice a year. Adjust schedules to accommodate changes in building and occupants
  -

- Conduct evaluations and inspections of custodial work. Collect feedback from custodial staff
- Train on an annual basis to maintain correct safety procedures, tools, techniques, and environmental standards
- Once every two years, conduct a survey of occupants (at least 30% of occupants) on their satisfaction and comfort in building, regarding:
  - Acoustics, cleanliness, indoor air quality, lighting, thermal comfort
  - Come up with corrective action to address comfort issues in the case of more than 20% dissatisfaction
- On a quarterly basis, track the amounts of chemicals used by cleaning operations
- Inspect and validate condition of equipment annually through expert services of equipment distributors

Materials to avoid

- ☐ Volatile organic compounds, dyes, perfumes
- ☐ Calcium chloride or sodium chloride deicers
- ☐ Ammonia-based fertilizers, continuous application of biosolid-based fertilizers, synthetic quick-release fertilizers
- ☐ Over-application of nutrients, feed or weed formulations, blanket applications of herbicides
- ☐ Anti-microbial agents, except where required by health codes and other regulations from food service and health care

Low cost/high yield solutions

- ☐ Keep a maintenance log of inspection results available for review
  - Use labels and material safety data sheets (MSDS) for each product used in building
- ☐ Use grilles, grates, slotted systems, or matting to prevent dirt and particulates from coming in through entryways
  - Install walk-off matting at all building entrances: 6-10 feet of scraper or wiper matting on both sides of the threshold for a total of 12-20 feet. As much as 90% of dust found in facility enters through front door
  - Vacuum daily in high traffic areas to prevent migration of contaminants
  - Keep free of debris
- ☐ Control turf weeds by spot spraying only
- ☐ Divert 100% of plant material waste from landfills
- ☐ Use low-impact materials and low-carbon material handling
- ☐ Prevent overuse and waste of product with automatic chemical dispensers on powered equipment for applying product
- ☐ Supply staff with clear directions for proper rinsing and disposal of used chemical solutions or empty chemical containers
  - Materials saturated with cleaning products must be disposed of, rinsed, or sealed within 2 hours to minimize evaporation
  - Must follow label directions for preparation of solutions – eg. Dilution rate, appropriate disinfecting and cleaning method for the area – eg. Dwell time and whether pre-cleaning required
- ☐ Use reusable cleaning cloths or microfiber in lieu of paper products. They must be cleaned prior to reuse.
- ☐ Show and maintain 50% reduction in hydrocarbon and nitrogen oxide emissions, and 75% reduction in carbon monoxide emissions from baseline conditions
- ☐ Maintain waste reduction and recycling program that reuses, recycles, or composts at least 50% of ongoing waste and 75% durable goods waste
- ☐ Water must be removed from carpet and sufficient airflow (use of blowers, increased outdoor air exchange) so the carpet will dry in less than 12 hours
- ☐ Schedule daily cleaning to avoid exposure of vulnerable populations to cleaning process.
  - Cleaning chemicals should be used in areas with sufficient ventilation to allow dissipation before repopulation of area.
  - Identify building occupants with special needs or sensitivities (to dust, chemicals, noise levels) and put process in place to mitigate problem

- Disinfect surfaces where pathogens can collect and breed, such as restrooms or door handles, faucets
- Cleaning the restroom should be done from the higher areas to the lower areas and toward the doorway. Cleaning tasks that are dry should be done before those that are wet.
- Trash liners must be changed at least daily and trash receptacle disinfected. Waste containers must be equipped with a lid if collecting food waste

You may find it helpful to learn about Leadership in Energy and Environmental Design for Existing Buildings Operations and Maintenance (LEED-EBOM), operated by US Green Building Council (USGBC). Start with the Materials and Resources Prerequisite for Ongoing Purchasing and Waste Policy at http://www.usgbc.org/credits/existing-buildings-schools-existing-buildings-data-centers-existing-buildings-hospitality--1.

EXHIBIT D

CERTIFICATE(S) OF INSURANCE AND CERTIFICATION OF INSURANCE BROKER OR AGENT

PROAU-2 OP ID: VM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 631-864-1111 Bagatta Associates, Inc. 823 W Jericho Turnpike Ste 1A Smithtown, NY 11787 Bagatta Associates, Inc.	CONTACT NAME: Bagatta Associates, Inc. PHONE (A/C, No, Ext): 631-864-1111 FAX (A/C, No): 631-864-8274 E-MAIL ADDRESS: pg@bagatta.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Worcester Insurance Company 26182
INSURED Pro Auto Wash and Lube Inc. dba Metro Car Wash & Lube Inc. 9110 Metropolitan Ave Rego Park, NY 11374	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR	X		BOP0000009248BR	07/25/2021	07/25/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	X GKLL- Ded: $500						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						GKLL	$ 450,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			BOP0000009248BR	07/25/2021	07/25/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Property Section			BOP0000009248BR	07/25/2021	07/25/2022	Building	2,500,000
				DED: $1,000			Contents	300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As pertains to insureds operations, The City of New York is listed as additional insured to the above captioned General Liability policy for the properties described as Block 3886, Lot 750 in the Borough of Queens provided a written contract exists requiring such a status. Per the terms of the policy coverage for an additional insured is contingent upon an

CERTIFICATE HOLDER

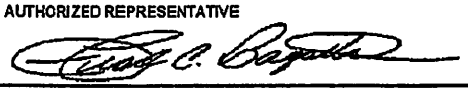
THECITY

The City of New York
1 Centre Street
New York, NY 10007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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The ACORD name and logo are registered marks of ACORD

underlying written agreement with the named insured requiring such coverage.

POLICY NUMBER: BOP0000009248BR

BUSINESSOWNERS
BP 04 48 01 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
The City of New York including its officials and employees
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **C. Who Is An Insured** in **Section II – Liability:**

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

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CITY OF NEW YORK

CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

Bagatta Associates Inc.
[Name of broker or agent (typewritten)]

823 W. Jericho Tpke., Ste 1A, Smithtown, NY 11787
[Address of broker or agent (typewritten)]

Frbagatta.bagat01@insuremail.net
[Email address of broker or agent (typewritten)]

631-864-1111/ 631-864-8274
[Phone number/Fax number of broker or agent (typewritten)]

[Signature of authorized official, broker, or agent]

Frank C Bagatta- Broker
[Name and title of authorized official, broker, or agent (typewritten)]

State of New York)
) ss.:
County of Suffolk)

Sworn to before me this 22nd day of June 2022

NOTARY PUBLIC FOR THE STATE OF New York

JENNIFER MULHALL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MU6360280
Qualified in Suffolk County
My Commission Expires 11-07-2024