

LEASE

AGREEMENT OF LEASE (the "Lease"), made as of this _____ day of February 2024, between **LOSI'S CORNER LLC**, a New York limited liability company having an address at 12 Franklin St., Amityville, NY 11701, hereinafter referred to as "Landlord" and **AMITEA HOUSE LLC** New York Corporation, having an address at 40 Forest Place, Amityville, NY 11701 hereinafter referred to as "Tenant".

WHEREAS Landlord desires to lease to Tenant, and Tenant desires to hire from Landlord the premises (hereinafter referred to as the "Premises"), in the building commonly known as and located at 11a Ireland Place., Amityville, NY 11701 (the "Building") located on the land and all improvements located thereon within the County of Suffolk, State of New York (the "Property"); and

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions and agreements hereinafter set forth, Landlord and Tenant agree as follows:

WITNESSETH:

ARTICLE 1 - DEMISE AND TERM OF DEMISE

Demise. Landlord, in consideration of the rents hereinafter reserved and of the terms, covenants, conditions and agreements herein contained on the part of Tenant to be paid, observed and fulfilled, does hereby demise and lease the Premises to Tenant and Tenant hereby hires the same from Landlord.

Term. A. The Premises are demised and leased unto Tenant for a term of thirty-six (36) months (the "Term") commencing on the Commencement Date (as hereinafter defined) and expiring at 11:59 p.m. on the last day of the month in which occurs the date that is thirty-six (36) months after the Commencement Date (the "Expiration Date"), unless the same shall sooner terminate pursuant to any of the terms, covenants, conditions or agreements of this Lease or pursuant to law.

B. The commencement date of the Term ("Commencement Date") shall be September 1, 2024.

C. The rent commencement date of the first monthly rental payment due ("Rent Commencement Date") shall be September 1, 2024.

ARTICLE 2 - FIXED RENTAL AND ADDITIONAL RENTAL

Effective from and after the Rent Commencement Date, Tenant shall pay to Landlord or to such other person as Landlord may from time to time designate, at the address specified in or pursuant to Section 2.2 below, during the Term, fixed rent ("Fixed Rent") for the Premises, over and above the other and additional payments to be made by Tenant as hereinafter provided, as follows:

1. \$3,000.00 per month for the period commencing 09/1/2024 to 08/31/2025
2. \$3,009.00 per month for the period commencing 09/1/2025 to 08/31/2026

3. \$3,182.70 per month for the period commencing 09/1/2026 to 08/31/2027

Fixed Rent shall be payable by Tenant by check drawn on a bank which is a member of the New York Clearing House Association, having an office in the County of Suffolk, in lawful money of the United States, in the monthly installments set forth above, in advance at the office of Landlord, as set forth on Page "1" hereof, or at such other address provided for by Landlord in writing, without demand there for and without any setoff or deduction whatsoever, on the first day of each and every calendar month specified throughout the Term. Any such payment shall be deemed made upon receipt thereof, subject to collection. Landlord shall not be obligated to accept any checks other than from the named Tenant on the Lease. Any obligation of Tenant for payment of Rent (as hereinafter defined) which shall have accrued with respect to any period during the Term shall survive the expiration or termination of this Lease, unless the Term is terminated early as if it were the Expiration Date in accordance with this Lease.

Additional rent ("Additional Rent") shall mean all monies other than Fixed Rent as shall be due and payable under this Lease by Tenant. In the event of a default in the payment of Additional Rent by Tenant, Landlord shall have all of the remedies as are available to it in the case of a default by Tenant in the payment of Fixed Rent. Fixed Rent and Additional Rent sometimes collectively referred to herein as "Rent".

ARTICLE 3 - USE OF PREMISES

Subject to the provisions of this Article, Tenant shall have the right to use the Premises for a tea house / retail boutique store.

Tenant shall not place, or suffer, or permit anyone to place a load upon any floor the Building that exceeds the floor load per square foot that such floor was designed to carry and which is allowed by certificate, rule, regulation, permit or law, nor shall Tenant overload, or suffer, or permit anyone to overload any wall, roof, land surface, pavement, landing or equipment on the Premises.

Tenant shall not perform any non-decorative construction, work or alterations to the Premises, nor shall Tenant install any non-decorative items other than Tenant's trade fixtures without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

Except as otherwise specifically provided for in this Lease, Landlord represents and warrants that Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week.

ARTICLE 4 - AS IS CONDITION

Tenant has thoroughly examined the Premises and is fully familiar with the condition thereof. Except as otherwise provided for herein, neither Landlord nor Landlord's agents have made any representations, warranties or promises, either express or implied, with regard to the physical condition of the Building, or the Premises, the use or uses to which the Premises may be put, or the condition of any mechanical, plumbing, electrical, flue, ventilation or exhaust systems servicing the Premises. Notwithstanding the forgoing, the Landlord shall deliver the HVAC, plumbing,

electrical, exhaust and mechanical systems in good working order.

ARTICLE 5 - ASSIGNMENT AND SUBLETTING

Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage, or encumber this Lease or any of its rights or estates hereunder, sublet the Premises or any part thereof, or permit the Premises, or any part thereof, to be used or occupied by others, pursuant to a management agreement, license agreement or otherwise, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld, delayed or conditioned

Each subletting pursuant to this Article shall be subject to all of the covenants, agreements, terms, provisions and conditions contained in this Lease to the extent applicable. Notwithstanding any such subletting and/or acceptance of Fixed Rent or Additional Rent by Landlord from any subtenant, Tenant shall and will remain fully liable for the payment of the Fixed Rent and Additional Rent due, and to become due, hereunder, for the performance of all of the covenants, agreements, terms, provisions and conditions contained in this Lease on the part of Tenant to be performed and for all acts and omissions of any licensee, subtenant, or any other person claiming under or through any subtenant that shall be in violation of any of the obligations of this Lease, and any such violation shall be deemed to be a violation by Tenant. Notwithstanding the forgoing, no consent is required for an assignment in connection with the sale, merger or consolidation of Tenant's business ("Permitted Transferee").

ARTICLE 6 - INDEMNIFICATION

Tenant shall, at all times and at its sole cost and expense, indemnify, defend and hold Landlord, any holder of a Superior Mortgage, and any lessor under a Superior Lease, together with their respective agents, affiliates, employees, partners, members, officers, directors and shareholders (each individually an "Indemnitee" and collectively, the "Indemnitees") harmless from and against any and all claims, suits, actions, actual damages, fines, charges, penalties, losses, liens, fees, costs, court costs, expenses (including, but not limited to, all reasonable fees and disbursements of attorneys, architects, engineers and other professionals engaged by one or more Indemnitees) and liabilities which may be incurred by or imposed on any Indemnitee or which may arise in connection with any claims, suits or actions, the investigation thereof or the defense of any action or proceeding brought thereon, or from the enforcement of this indemnity, or from and against any orders, judgments and/or decrees which may be entered or which may arise, wholly or in part, with respect to or on account of: (a) any personal injury, bodily injury, loss of life and/or damage to property that may occur with respect to any person(s) or property on the Premises or the appurtenances thereto, and resulting from the use, misuse, occupancy, operation and/or management of the Premises by Tenant, its successors, permitted assigns or any subcontractors, or by other persons or entities rightly claiming by, through or under Tenant, (b) the breach of any term, covenant or condition of this Lease by Tenant, its successors and permitted assigns, (c) the filing of any mechanic's or materialmen's lien or of any other attachment or encumbrance against the Property and/or the Building due to work done by or on behalf of Tenant, (d) the condition of the Premises, including any repairs or replacements, that are the responsibility of the Tenant or (e) Tenant's use or storage of any Hazardous Materials (as defined herein), unless any of the above are caused by act or negligence of indemnitee or their agent or contractor. All such actions, suits, claims, damages and/or proceedings shall be resisted and defended by Tenant at its sole cost and expense, using counsel reasonably approved by Landlord. Tenant's insurance company's counsel shall be deemed acceptable. Landlord shall in no event be liable for any injury or damage to the Premises or to Tenant or any successors, permitted assigns or subcontractors, or other persons claiming by, through or under Tenant or their respective agents, employees, licensees, invitees,

business visitors and guests or other such persons, or to any property of any such persons, unless same is the result of the act or failure to act of an Indemnatee. Tenant shall promptly reimburse each Indemnatee for any and all reasonable expenditures covered by this indemnity and hold harmless.

ARTICLE 7 - INSURANCE

Tenant shall obtain and keep in full force and effect during the term of this Lease:

A. A policy of commercial general public liability insurance, including bodily injury and property damage coverage, with a broad form contractual liability endorsement or its equivalent, naming Tenant as insured, and naming Landlord, and to the extent requested by Landlord in a notice to Tenant, Landlord's managing agent and any mortgagees or lessors having an interest in the Building, as additional insureds (issued on an "occurrence" basis and not a "claims made" basis) against claims for personal injury, death and/or third-party property damage occurring in or about the Premises, and under which the insurer agrees to waive any right of recovery such insurer may have had against Landlord, Landlord's managing agent, and any mortgagees or lessors having an interest in the Building). Such policy shall contain a provision that no act or omission of Tenant shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained to Landlord. The minimum limits of liability applicable exclusively to the Premises shall be a combined single limit with respect to each occurrence in an amount of not less than \$2,000,000.00 or in any increased amount (or in the form of an umbrella liability policy for "excess" liability coverage) required by Landlord in the exercise of Landlord's commercially reasonable discretion based upon coverage required by other landlords for buildings in the vicinity of the Premises being used for substantially the same purpose as the Premises) but such increase shall not occur more than once every two (2) years; and

B. Insurance against loss or damage by fire and such other risks and hazards (including burglary, theft, vandalism, sprinkler leakage, water damage, explosion, breakage of glass within the Premises as are insurable under then available standard forms of "all risk" insurance policies, to Tenant's Property (as hereinafter defined) and, whether or not such alterations or tenant improvements had been paid for or performed by Tenant, any alterations and tenant improvements in and to the Premises for the full replacement cost value thereof (with such policy having a deductible not in excess of \$5,000.00 protecting Tenant, Landlord, Landlord's managing agent, and any mortgagees or lessors having an interest in the Building).

Prior to the time such insurance is first required to be carried by Tenant and thereafter, at least thirty (30) days prior to the expiration or other termination of any such policies, Tenant shall deliver to Landlord evidence of payment for the policies described in Section 7.1 and true and complete copies of the aforesaid actual policies together with certificates evidencing such insurance. All such policies shall contain endorsements that (a) such insurance may not be modified or cancelled or allowed to lapse except upon ten (10) days' written notice to Landlord containing the policy number and the names of the insured and the certificate holder, and (b) Tenant shall be solely responsible for payment of all premiums under such policies and Landlord shall have no obligation for the payment thereof notwithstanding that Landlord is or may be named as an additional insured. Tenant's failure to provide and keep in force the aforementioned insurance shall be regarded as a material default hereunder, entitling Landlord to exercise any or all of the remedies as provided in this Lease in the event of Tenant's default. All insurance required to be carried by Tenant pursuant to the terms of this Lease shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State of New York which rate, in Best's Insurance Guide, or any successor thereto (or if there be none, an organization having a national

reputation), as having a general policy-holder rating of "A-" and a financial rating of at least "XII." Tenant shall not carry separate or additional insurance, whether concurrent or contributing, in the event of any loss or damage, with any insurance required to be obtained by Tenant under this Lease.

Each party hereby waives all rights of recovery, claim, action, cause of action and releases the other party with respect to any claim (including a claim for negligence) which it might otherwise have against the other party for loss, damage or destruction with respect to its property (including rental value or business interruption) occurring during the term of this Lease to the extent to which such party is insured under a policy containing a waiver of subrogation or naming the other party as an additional assured, as provided in this Article. If notwithstanding the recovery of insurance proceeds by either party for loss, damage or destruction of its property (or rental value or business interruption) the other party is liable to the first party with respect thereto or is obligated under this Lease to make replacement, repair or restoration, then provided the first party's right of full recovery under its insurance policies is not thereby prejudiced or otherwise adversely affected, the amount of the net proceeds of the first party's insurance against such loss, damage or destruction shall be offset against the second party's liability to the first party therefor, or shall be made available to the second party to pay for the replacement, repair or restoration, as the case may be. Tenant shall advise insurers of the foregoing and such waiver shall be part of each policy maintained by Tenant which applies to the Premises, any part of the Premises or Tenant's use and occupancy of any part thereof.

ARTICLE 8 - UTILITIES

During the Term, Landlord shall furnish to Tenant: (i) heat to the Premises when and as required by law; (ii) water for ordinary lavatory purposes for the Premises; (iii) ~~air conditioning and/or cooling for the office portion of the Premises only through the Building's air conditioning and/or cooling system (the "HVAC System")~~; (iv) ventilation for the Premises; (v) electricity for Building common area lighting and normal Building common area equipment and other incidental equipment (hereinafter collectively referred to as the "Utility Service"); (vi) the Tenant shall provide their own new air conditioning unit and shall coordinate the installation with the Landlord. The air conditioning unit shall remain the property of the Tenant and will be removed at the end of the Lease.

At all times, Tenant's use of electric current shall not exceed the capacity of existing feeders to the building, or the risers or wiring installation and Tenant shall not use any electrical equipment which will overload such installations or interfere with the use thereof by other tenants of the Building. Tenant's electricity used in the Premises shall be measured by a separate meter or sub-meter. Landlord shall maintain electric service to the Premises sufficient to provide the basic requirements needed for a retail business such as lighting, office equipment, computer/wifi, point of sale equipment, one air conditioning unit, etc.

ARTICLE 9 - CURING DEFAULTS; FEES AND EXPENSES

If Tenant shall default in the full and prompt performance of any covenant contained herein and to be performed on Tenant's part, Landlord, after Tenant's failure to cure such default within thirty (30) days of Tenant's receipt of notice from Landlord (except that a lesser notice appropriate to the circumstances shall be required in case of an emergency), without being under any obligation to do so and without thereby waiving such default, may perform such covenant for the account and at the expense of Tenant and may enter upon the Premises for any such purpose and take all action thereon as may be necessary therefore. All sums so paid by Landlord in connection

with the payment or performance by it of any of the obligations of Tenant hereunder and all actual and reasonable costs, expenses and disbursements (including, without limitation, reasonable attorneys' fees) paid in connection therewith, together with interest thereon at the maximum legal rate from the respective dates of the making of each such payment, shall constitute Additional Rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord upon written demand by Landlord. The provisions of this Section shall survive the expiration or other termination of this Lease.

ARTICLE 10 - DEFAULT OF TENANT

Each of the following shall constitute an "Event of Default" under this Lease:

(i) Tenant's failure to pay when due any monthly installment of Fixed Rent or Additional Rent, and such default shall continue for ten (10) days after Tenant's receipt of written notice from Landlord thereof.

(ii) Tenant's failure to make any other payment required under this Lease if such failure shall continue beyond ten (10) days after Tenant's receipt of notice from Landlord that the same has not been paid.

(iii) Tenant's violation or failure to perform any of the other terms, conditions, covenants or agreements herein made by Tenant, if such violation or failure continues for a period of thirty (30) days after Tenant's receipt of Landlord's written notice thereof.

(iv) In the event any violation or failure to perform a covenant as contemplated in subsection "(iii)" above, cannot be cured within the said thirty (30) day period, then, and in that event, providing Tenant has commenced to cure such violation within said thirty (30) day period and is diligently proceeding to cure same, the time within which Tenant may cure such violation shall be extended to such reasonable time as may be necessary to cure the same with all due diligence.

ARTICLE 11 - REMEDIES OF LANDLORD

If an Event of Default as hereinabove specified in Section 10.1 (i), (ii) or (iii) shall occur, and shall not be cured within the time period specified in Landlord's notice, or as to a default provided for in Section 10.1 (iv), if Tenant shall commence a cure and fail to diligently pursue same after ten (10) days' notice from Landlord, then:

A. Landlord may deliver to Tenant a three (3) day notice of the termination of this Lease, and thereupon, at the expiration of said three (3) day period, this Lease shall expire as fully and completely as if that day were the date herein originally fixed for the expiration of the Term, and Tenant shall then quit and surrender the Premises to Landlord but Tenant shall continue to remain liable as hereinafter provided, or

B. Landlord, without prejudice to any other right or remedy of Landlord, held hereunder or by operation of law, and notwithstanding any waiver of any breach of a condition or Event of Default hereunder, may, at its option and without further notice, re- enter the Premises or dispossess Tenant and any legal representative or successor of Tenant or other occupant of the Premises by summary proceedings or other appropriate suit, action or proceeding or otherwise and

remove his, her or its effects and hold the Premises as if this Lease had not been made and Tenant hereby expressly waives the service of notice of intention to re-enter or to institute legal proceedings to that end unless such notice is required by applicable law.

ARTICLE 12 - WAIVER OF COUNTERCLAIM AND JURY TRIAL

12.1 In the event Landlord shall commence any summary or other proceedings or action for non-payment of Rent hereunder, Tenant shall not interpose any counterclaim of any nature or description in such proceeding or action, unless such non-interposition would effect a waiver of Tenant's right to assert such claim against Landlord in a separate action or proceeding. The parties hereto waive a trial by jury on any and all issues arising in any action or proceeding between them or their successors under or in any way connected with this Lease or any of its provisions, any negotiations in connection therewith, the relationship of Landlord and Tenant, or Tenant's use or occupation of the Premises, including any claim of injury or any emergency or other statutory remedy with respect thereto. The provisions of this Article shall survive the expiration or other termination of this Lease.

ARTICLE 13 - RIGHTS CUMULATIVE

Each right and remedy of Landlord shall be cumulative and to the extent permitted by law, the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies of such party shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies; provided, however, that this sentence shall not be construed to entitle Landlord to satisfaction of more than one remedy in respect of a particular breach. In the event of any breach or threatened breach by Tenant or any persons claiming through or under Tenant of any of the agreements, terms, covenants or conditions contained in this Lease, Landlord shall be entitled to enjoin such breach or threatened breach (if entitled to do so at law or in equity or by statute or otherwise) and shall have the right to invoke any right or remedy allowed by law or in equity or by statute or otherwise as if re-entry, summary proceedings or other specific remedies were not provided for in this Lease.

ARTICLE 14 - DAMAGE OR DESTRUCTION

If the Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt notice thereof to Landlord and Landlord shall proceed (subject to the provisions of this Article) with reasonable diligence to repair or cause to be repaired such damage to the condition that existed immediately prior to the damage. The Fixed Rent and Additional Rent shall be abated proportionately to the extent that the Premises shall have been rendered untenantable, such abatement to be from the date of such damage or destruction to the date the Premises restored to condition that existed immediately prior to the damage with possession delivered to Tenant.

If the Premises shall be totally damaged or the whole of the Premises shall be rendered untenantable by fire or other casualty, Tenant may serve notice on Landlord of its intention to terminate this Lease and if within thirty (30) days thereafter, Landlord shall not have substantially completed the making of the required repairs and restored and rebuilt the Premises to substantially the same condition as existed prior to such damage or destruction, and delivered possession to Tenant, then in such event, this Lease shall terminate on the expiration of such thirty (30) day period as if such termination date were the Expiration Date, and the Fixed Rent and Additional Rent shall be apportioned as of such date of sooner termination and any prepaid portion of Fixed Rent and Additional Rent for any period after such date shall be refunded by Landlord to

Tenant. If the Lease is not terminated because Landlord has substantially completed the repairs within thirty (30) days thereafter, the Fixed Rent and Additional Rent shall be abated from that date until the Landlord has substantially completed the repairs to the condition that existed immediately prior to damage and delivered possession to Tenant.

ARTICLE 15 - CONDEMNATION

If the whole of the Premises, or such part thereof as will render the remainder untenable, shall be acquired or condemned for any public or quasi-public use or purpose, this Lease and the Term shall end as of the date of vesting of title in the condemning authority with the same effect as if said date were the Expiration Date. If only a part of the Premises shall be so acquired or condemned and Tenant is able to operate its business in the remaining part of the Premises, then, except as otherwise provided in this Article, this Lease and the Term shall continue in force and effect but, from and after the date of the vesting of title, the Fixed Rent shall be an amount which bears the same ratio to the Fixed Rent payable immediately prior to such condemnation pursuant to this Lease as the value of the untaken portion of the Premises (appraised after taking and repair of any damage to the Premises pursuant to this Section) bears to the value of the entire Premises immediately before the taking. The value of the Premises before and after the taking shall be determined for the purposes of this Section by an independent licensed experienced appraiser chosen by Landlord. If more than twenty (20%) percent of the total area of the Building immediately prior to acquisition or condemnation is so acquired or condemned, or if by reason of such acquisition or condemnation, Tenant no longer has reasonable means of access to the Premises, or is unable to operate its business in the remaining Premises, then in such event, either party may deliver notice to the other party within sixty (60) days next following the date upon which Tenant has received notice of vesting of title, thirty (30) days' notice of termination of this Lease. In the event any such thirty (30) day notice of termination is given by Landlord or Tenant, this Lease and the Term shall terminate upon the expiration of said thirty (30) days with the same effect as if that date were the Expiration Date. If a part of the Premises shall be so acquired or condemned, and the Term shall not be terminated pursuant to the provisions of this Section, Landlord, at Landlord's expense, shall restore that part of the Premises not so acquired or condemned to a self-contained unit. In the event of any termination of this Lease and the Term pursuant to the provisions of this Section, the Fixed Rent and Additional Rent shall be apportioned as of the date of sooner termination and any prepaid portion of the Fixed Rent and Additional Rent for any period after such date shall be refunded by Landlord to Tenant, subject to the claims, if any, of Landlord against Tenant hereunder or otherwise.

In the event of any acquisition or condemnation of all or part of the Premises for any public or quasi-public use or purpose, Landlord shall be entitled to receive the entire award for such acquisition or condemnation, Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired portion of the Term and Tenant hereby expressly assigns to Landlord all of its right, title and interest in and to any such award, and shall further execute any and all documents that may be required in order to facilitate the collection thereof by Landlord. Nothing contained in this Section shall be deemed to prevent Tenant from making a separate claim in any condemnation proceeding for moving expenses and for the value of any Tenant's Property which would be removable at the end of the Term pursuant to the provisions hereof, directly against any governmental authority authorized to exercise the power of eminent domain, provided that applicable statutes permit such awards and any award to Landlord is not diminished or adversely affected thereby.

The terms "condemnation" and "acquisition" as used in this Article shall include any

agreement in lieu of or in anticipation of the exercise of the power of eminent domain between Landlord and/or any Superior Mortgagee and any governmental authority authorized to exercise the power of eminent domain.

ARTICLE 16 - COVENANT OF QUIET ENJOYMENT

If and so long as no Event of Default shall have occurred and be continuing, Landlord covenants and agrees that Tenant may peaceably and quietly enjoy the Premises and Tenant's possession of the Premises will not be disturbed by Landlord, its successors and assigns, subject, however, to the terms of this Lease, the Superior Mortgage, and any and/or all other agreements and any amendments thereto, to which this Lease is subordinated.

ARTICLE 17 - BROKER

Landlord and Tenant each represents and warrants to the other party that the only Broker on this Lease is Jerry O'Neill, Signature Premier Properties, and neither consulted nor negotiated with any broker or finder other than this Broker with regard to the rental of the Premises from Landlord to Tenant. Landlord and Tenant each shall indemnify and hold the other party harmless from any damages, costs and expenses (including reasonable attorneys' fees incurred in defending an action or claim or enforcing this indemnity) suffered by Tenant or Landlord by reason of any claim or action for a commission or other compensation by any other person, partnership, corporation or other entity arising out of any conversations, negotiations or other dealings had by Landlord or Tenant with any broker or finder. The provisions of this Article shall survive the expiration or earlier termination of this Lease.

ARTICLE 18 - LATE FEE

In the event any monthly payment to be made by Tenant hereunder shall become overdue for a period in excess of ten (10) days, a "late charge" equal to three (3%) percent of the overdue payment may be charged by Landlord and shall be payable by Tenant as Additional Rent on the first day of the month following Landlord's demand therefor. In addition, in the event the payment is past due for greater than sixty (60) days, then Tenant shall also pay as Additional Rent an amount equal to the interest on such payment from the date upon which it was due until paid, which interest shall be computed at the rate equal to the lesser of (i) one (1%) percent per month, or (ii) three (3%) percent per annum over the then announced prime rate of JP Morgan Chase Bank, but such amount shall in no event be in excess of the maximum lawful rate of interest.

ARTICLE 19 - SURRENDER/END OF TERM/HOLDOVER

On the Expiration Date or sooner termination of the Lease, Tenant shall peaceably and quietly leave, surrender and deliver the Premises to Landlord, together with (a) all alterations, changes, additions and improvements, which may have been made by Tenant upon the Premises, and (b) except for Tenant's Property, all permanent alterations, improvement and fixtures of any kind or nature which Tenant may have installed or affixed on, in, or to the Premises for use in connection with the operation and maintenance of the Premises (whether or not said property be deemed to be fixtures), all of the foregoing to be surrendered in good, substantial and sufficient repair, order and condition, reasonable use, wear and tear, and damage by fire or other casualty, excepted, and free of occupants and subtenants.

On or prior to the Expiration Date or any earlier termination of this Lease, Tenant shall remove Tenant's Property, and any items referred to in clauses (a) or (b) of Section 19.1, which Landlord shall request Tenant to remove (unless Landlord shall have waived in writing such right as to any item referred to in clause (a) of Section 19.1 at the time of the granting of consent with respect thereto), and Tenant shall pay or cause to be paid the cost of repairing or remedying any damage caused thereby, provided that no item of Tenant's Property may be removed if its removal would impair the integrity (structural or otherwise) of the Building or Building equipment. All property not so removed shall be deemed abandoned and may either be retained by Landlord as its property or disposed of, without accountability, at Tenant's sole cost, expense and risk, in such manner as Landlord may see fit.

If the Premises are not surrendered in accordance with the provisions of this Article upon the expiration or termination of this Lease, Landlord shall have all rights given at law or in equity, in the case of holdovers, to remove Tenant and anyone claiming through or under Tenant. In any such event, Tenant shall and does hereby indemnify Landlord against all loss or liability arising from delay by Tenant in so surrendering the Premises, including any claims made by any succeeding tenants founded on such delay. Tenant expressly waives, for itself and for any person claiming through or under Tenant (including creditors), any rights which Tenant or any such person may have under the provisions of any law in connection with any holdover summary proceedings which Landlord may institute to enforce the provisions of this Article. Tenant's obligations under this Article shall survive the expiration or termination of this Lease.

In the event of a delay by Tenant in surrendering the Premises in accordance with the terms of this Lease and it being impossible to accurately measure the damages which may result, if possession of the Premises is not surrendered to Landlord within one (1) day after the date of the expiration or sooner termination of the Term, then Tenant will pay Landlord as liquidated damages for each month and for each portion of any month during which Tenant holds over in the Premises after the expiration or termination of the Term, a sum equal to two times the Fixed Rent plus the Additional Rent which was payable, per month, under this Lease during the last year of the Term.

The aforesaid obligations shall survive the expiration or sooner termination of this Lease. Nothing contained in this Article shall be construed to mean that Landlord has given permission for Tenant or anyone else who occupies the Premises to remain in the Premises as a monthly tenant, or as a tenant from month to month, and Landlord may proceed to evict Tenant through a holdover or other lawful action or proceeding.

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

ARTICLE 20 - APPLICABLE LAW

This Lease shall be governed in all respects by the laws of the State of New York. Tenant hereby consents to jurisdiction in the County of Suffolk, State of New York in any action or proceeding arising out of this Lease and/or the use and occupation of the Premises. If Tenant at any time after the date of execution hereof or during the Term shall not be a New York partnership, a New York limited liability company or a New York corporation or a foreign corporation

qualified to do business in New York State, Tenant shall designate in writing an agent in Suffolk County for service of process under the laws of the State of New York. Tenant, by notice to Landlord, shall have the right to change such agent, provided that at all times there shall be an agent in Kings County for service. In the event of any revocation by Tenant of such agency, such revocation shall be void and have no force and effect unless and until a new agent has been designated for service and Landlord notified to such effect. If any such agency designation shall require a filing in the office of the Clerk of the County of Suffolk or any other governmental agency or authority, same shall be promptly accomplished by Tenant, at its expense, and a certified copy transmitted to Landlord.

This Lease shall be deemed to have been made in Suffolk County and State of New York and shall be construed in accordance with the laws of the State of New York. All actions or proceedings relating, directly or indirectly, to this Lease shall be litigated only in courts located within the County of Suffolk. Tenant, any guarantor of the performance of its obligations hereunder, and their successors and assigns, hereby subject themselves to the jurisdiction of any state or federal court located within such county.

ARTICLE 21 - HAZARDOUS MATERIALS

Tenant shall (i) not cause or permit any Hazardous Materials (hereinafter defined) to be used, stored, transported, released, handled, produced or installed in, on or from the Premises or the Building. "Hazardous Materials," as used herein, shall mean any flammables, explosives, radioactive materials, hazardous wastes, hazardous and toxic substances or related materials, asbestos or any material containing asbestos, or any other substance or material as defined by any federal, state or local environmental law, ordinance, rule or regulation, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, the Resource Conservation and Recovery Act, as amended, and in the regulations adopted and publications promulgated pursuant to each of the foregoing (collectively, the "Environmental Laws"), (ii) keep the Premises in full compliance, with all Environmental Laws, and (iii) pay all costs and expenses incurred in connection with the removal of the Hazardous Materials from the Premises that were brought into the Premises by Tenant or Tenant's agent, contractor or employee and/or compliance with all Environmental Laws on and after the date of this Lease. Tenant shall indemnify, defend and hold Landlord, its successors and assigns harmless from and against any and all actual liability, cost and expense, including, without limitation, attorneys fees and disbursements, which Landlord may incur arising out of, caused by, relating to or resulting from the presence of Hazardous Materials at the Premises or Tenant's failure to comply with its obligations hereunder including, without limitation, any and all personal injury claims caused by or arising out of or with respect to the presence of Hazardous Materials at the Premises. Notwithstanding anything contained in the Lease to the contrary, (a) Tenant shall remain liable for the performance of its obligations as set forth in this Article, and (b) Tenant's obligations as set forth in this Article shall survive the expiration or earlier termination of this Lease. Notwithstanding the foregoing, Tenant shall not be responsible for any violation of Environmental Laws or presence of Hazardous Materials that existed prior to Tenant taking possession of Premises.

ARTICLE 22 - NOTICES

Any notice or demand which, under the terms of this Lease or under any statute,

must or may be given or made by the parties hereto, shall be in writing, and shall be given or made by mailing the same by certified mail, return receipt requested, or by personal delivery, or by nationally-recognized next business day overnight courier, addressed to the parties at their respective addresses hereinabove mentioned, with a copy of any notice to Landlord to be delivered simultaneously in the same manner to Landlord's attorneys, Moberg Law Group PC, 150 Broadhollow Rd., Suite 320, Melville, NY 11747 ATT: Michael J. Moberg Esq and with a copy of any notice to Tenant to be delivered simultaneously in the same manner to Tenant at 40 Forrest Place, Amityville, NY 11701 and Tenant's attorneys, _____ Either party, however, may designate in writing such new or other address to which such notice or demand shall thereafter be so given, made or mailed. Any notice given hereunder shall be deemed delivered upon receipt or first refusal of delivery after the notice is (i) deposited in a United States General branch post office, maintained by the United States Government in the State of New York, enclosed in a certified, prepaid wrapper addressed as hereinbefore provided, (ii) sent by hand, or (iii) after deposit with an overnight courier for delivery. Attorneys for the parties may give or receive notices on behalf of their respective clients.

ARTICLE 23 - REPAIRS

Notwithstanding anything contained elsewhere in this Lease, all non-emergency repairs and other work which Tenant is required to perform under any provision of this Lease may be performed by Landlord, at Tenant's cost, in the event Tenant has not performed such repair after receipt of not less than ten (10) days' notice prior notice of Landlord's intention to undertake any non-emergency repair or required work. Should Tenant perform such non-emergency repair or other required work, or if it diligently pursues the undertaking thereof within such ten (10) day period, Landlord shall not have the right to undertake same. However, after Tenant's failure to repair in accordance with this Article, should Landlord complete the repair and/or work, Tenant shall pay the cost of such repair and/or work, as Additional Rent, within thirty (30) business days after rendition of a statement therefor by Landlord.

Tenant, at its sole cost and expense, shall take good care of the Premises and all improvements, plumbing lines within the Premises, accessible by Tenant (not under floors or behind walls), HVAC systems servicing the Premises only, electrical lines within the Premises accessible by Tenant (not under floors or behind walls), fire and safety systems, if any within the Premises, or any special equipment, or any component thereof, located within the Premises, and all personal property located therein, including, without limitation, all furniture, fixtures, machinery, equipment, lighting, ballasts, and all other personal property and stock purchased by Tenant or used in connection with the operation of its business at the Premises (all of the foregoing being hereinafter collectively referred to as "Tenant's Property"), and Tenant shall make all necessary non-structural repairs to the Premises and/or Tenant's Property in accordance with the provisions contained herein, whether ordinary, extraordinary, foreseen, or unforeseen. Any damage to the Building (including, without limitation, the Premises, the loading ramp and the roof), interior and exterior, and to the air conditioning and heating equipment and Building systems, caused by or resulting from neglect or improper conduct of Tenant, Tenant's employees, contractors, or licensees shall be repaired by Landlord at Tenant's sole cost and expense.

When used in this Article, the term "repairs" shall include replacements and substitutions of all property when necessary, of a quality, class and value at substantially similar to the property replaced or substituted.

It shall be Tenant's responsibility to clean, maintain and repair (subject to applicable legal

requirements), any and all lavatories within the Premises at Tenant's sole cost and expense, unless provided otherwise in this Lease. Any defective condition in any plumbing lines, HVAC systems, electrical lines, or any special equipment, or any component thereof, located outside the Premises which services any special equipment or any component thereof in the Premises shall be repaired by Landlord at Landlord's expense, except if the same are caused by or resulting from the neglect or improper conduct of Tenant, Tenant's employees, contractors, invitees or licensees.

Landlord shall not be required to make any repairs or improvements of any kind upon the Premises except for necessary structural repairs to the Premises and Building or repairs to the Building equipment, or for damage caused by a casualty or Landlord's negligent or improper acts, excluding Tenant's Property. Landlord shall during the Term of this Lease, maintain and repair all common areas, building systems and other facilities in or about the Property and/or the Building, exclusive of doors, door frames, door checks, windows and window frames. Landlord shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to police the same; to change the area, level, location and arrangement of parking areas and other facilities; to build multistory parking facilities; to restrict parking by Tenant's, their officers, directors, agents and employees, to enforce parking charges (by operation of meters and otherwise); and to close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein. Landlord shall operate and maintain the common areas in such manner as Landlord in its discretion shall determine, and Landlord shall have full right and authority to employ and discharge all personnel with respect thereto.

Landlord shall undertake to maintain the public and common areas of the building in reasonably good order and condition, subject to reasonable wear and tear. Landlord shall make such repairs thereto as become necessary after obtaining actual knowledge of the need for said repairs. All repair costs, other than repairs costs to the Tenant's interior space shall be the sole responsibility of the Landlord, other than damage caused by an act or omission of the Tenants, the Tenant's Agent or the Tenant's customers, which such damage shall be the sole responsibility of the Tenant to repair.

ARTICLE 24 - INTERRUPTION OF SERVICES

Landlord reserves the right, without any liability to Tenant, to temporarily stop operating any of the heating, ventilating, air conditioning, electric, sanitary or other Building systems in or serving the Premises, and to stop the rendition of any of the other services required of Landlord under this Lease, whenever and for so long as may be reasonably necessary by reason of accidents, emergencies, strikes, or the making of repairs or changes that Landlord is required by this Lease or by law to make or deems necessary, or by reason of difficulty in securing proper supplies of fuel, steam, water, electricity, labor, or supplies, or by reason of any other cause beyond Landlord's control.

No diminution or claim of constructive eviction shall or will be claimed by Tenant by reason of any interruption, curtailment or suspension of the heating or air-conditioning system.

Notwithstanding the forgoing, if Tenant is unable to operate its business due to an interruption in services for more than 48 hours, the Fixed Rent and Additional Rent shall abate until services are restored.

ARTICLE 25 - DISPOSITION OF TENANT'S WASTE

Tenant shall not store any garbage, cartons or inventory outside of the Premises. Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders and regulations of all state, federal, municipal and local governmental, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Tenant shall sort and separate such waste products, garbage, refuse and trash into such categories as required by law.

ARTICLE 26 - TENANT'S ALTERATIONS

A. Tenant shall have **no right** to make any alteration, change, additions or improvement, structural or otherwise ("**Tenant's Changes**"), to the Premises or any appurtenances thereto without the prior written consent of Landlord in each instance. As to non-structural changes, such as window displays and signage, the Landlord's consent shall not be required provided such signage and displays are in accordance with the Amityville Village Regulations.

B. Any and all Tenant's Changes made in accordance with this Section shall immediately become the property of Landlord, provided, however, that if, in accordance with the provisions of Article 19, Tenant shall have the option to and shall remove its trade fixtures, equipment and other personal property provided that same are not affixed to or such removal would otherwise damage the Premises and cannot be repaired, then the same shall cease to be property of Landlord upon removal.

C. Unless Landlord shall otherwise expressly indicate in writing at the time of granting its consent to the making of a proposed Tenant's Changes, Tenant shall, as and when provided herein, restore the affected portion of the Premises to the state or condition thereof existing prior to the making of such Tenant's Changes.

D. In the event of any Tenant's Changes as provided for in this Article, the Rent payable hereunder shall not be reduced or abated in any manner whatsoever.

E. No Tenant's Changes shall involve the removal of any fixtures, equipment or other property in the Premises which are not Tenant's Property, unless Landlord's prior written consent is first obtained and unless such fixtures, equipment or other property shall be promptly replaced, at Tenant's expense and free of superior title, liens and claims, with fixtures, equipment or other property (as the case may be) of like utility and at least equal value (which replaced fixtures, equipment or other property shall thereupon become the property of Landlord), unless Landlord shall otherwise expressly consent in writing.

ARTICLE 27 - SUBORDINATION AND ATTORNMENT

This Lease and all rights of Tenant hereunder are, and shall be, subject and subordinate to: (i) all future ground leases, operating leases, superior leases and grants of term of the Property and the Building or any portion thereof (collectively, including the applicable items set forth in subdivision (iv) below, the "**Superior Lease**"); (ii) all mortgages and building loan agreements, including leasehold mortgages and spreader and consolidation agreements, which may now or

hereafter affect the Property, the Building or the Superior Lease (collectively, including the applicable items set forth in subdivisions (iii) and (iv) below, the “Superior Mortgage”); (iii) each advance made or to be made under the Superior Mortgage; and (iv) all amendments, modifications, supplements, renewals, substitutions, refinancings and extensions of the Superior Lease and the Superior Mortgage and all spreaders and consolidations of the Superior Mortgage. The provisions of this Article shall be self-operative and no further instrument of subordination shall be required. However, Tenant shall promptly execute and deliver, at no third party cost to Tenant, any instrument that Landlord, the Superior Lessor or the holder of the Superior Mortgage (“Superior Mortgagee”) may reasonably request at any time and from time to time to evidence such subordination; and if Tenant fails to execute, acknowledge or deliver any such instrument within fifteen (15) days after receipt of written request therefor by Landlord, Tenant hereby irrevocably constitutes and appoints Landlord as Tenant’s attorney-in-fact, coupled with an interest, to execute, acknowledge and deliver any such instruments for, and on behalf of, Tenant. The Superior Mortgagee may elect that this Lease shall be deemed to have priority over such Superior Mortgage, whether this Lease is dated prior to or subsequent to the date of such Superior Mortgage. If, in connection with obtaining, continuing or renewing of financing for which the Building, Property or the interest of the lessee under the Superior Lease represents collateral, in whole or in part, the Superior Mortgagee shall request reasonable modifications of this Lease as a condition of such financing, and Tenant shall not unreasonably withhold its consent thereto, provided that such modifications do not increase the obligations of Tenant hereunder, diminish the rights of Tenant hereunder, or cause a change in Tenant’s financial obligations hereunder.

Tenant shall not prepay any installments of Fixed Rent or Additional Rent in excess of one (1) month, except for prepayments in the nature of security for the performance of Tenant’s obligations hereunder without the consent of any Superior Lessor or Superior Mortgagee in each instance, except that said consent shall not be required for the prosecution of any action or proceedings against Tenant by reason of a default on the part of Tenant under the terms of this Lease.

If, at any time prior to the termination of this Lease, any Superior Lessor or Superior Mortgagee or any other person or the successors or assigns of the foregoing (collectively referred to as “Successor Landlord”) shall succeed to the rights of Landlord under this Lease, Tenant shall, at the election and upon request of any such Successor Landlord, fully and completely attorn to and recognize any such Successor Landlord as Tenant’s Landlord under this Lease upon the then executory terms of this Lease, provided such Successor Landlord shall agree in writing to accept Tenant’s attornment. The foregoing provisions of this subsection shall inure to the benefit of any such Successor Landlord, shall apply notwithstanding that, as a matter of law, this Lease may terminate upon the termination of the Superior Lease, shall be self-operative upon any such demand, and no further instrument shall be required to give effect to said provisions. Upon the request of any such Successor Landlord, Tenant shall execute and deliver, from time to time, instruments satisfactory to any such Successor Landlord in recordable form, if requested, to evidence and confirm the foregoing provisions of this subsection, acknowledging such attornment and setting forth the terms and conditions of its tenancy. Upon such Attornment, this Lease shall continue in full force and effect as a direct lease between such Successor Landlord and Tenant upon all of the then executory terms of this Lease except that such Successor Landlord shall not be: (i) liable for any previous act or omission or negligence of Landlord under this Lease; (ii) subject to any counterclaim, defense or offset, not expressly provided for in this Lease and asserted with reasonable promptness, which theretofore shall have accrued to Tenant against Landlord; (iii) bound by any previous prepayment of more than one month’s Fixed Rent or Additional Rent, other than prepayments in the nature of security for performance of Tenant unless such prepayment shall have been approved in writing by any Superior Lessor or Superior Mortgagee through or by reason

of which the Successor Landlord shall have succeeded to the rights of Landlord under this Lease; (iv) obligated to repair the Premises or the Building or any part thereof, in the event of total or substantial damage beyond such repair as can reasonably be completed with the net proceeds of insurance actually made available to Successor Landlord, with the understanding that the Successor Landlord shall be required to maintain not less than the insurance that Landlord hereunder maintained; or (v) obligated to repair the Premises or the Building or any part thereof, in the event of partial condemnation beyond such repair as can reasonably be completed with the net proceeds of any award actually made available to Successor Landlord, or consequential damages allocable to the part of the Premises or the Building not taken. Nothing contained in this subsection shall be construed to impair any right otherwise exercisable by any such Successor Landlord.

If any act or omission by Landlord would give Tenant the right, immediately or after lapse of time, to cancel or terminate this Lease or to claim a partial or total eviction, Tenant shall not exercise any such right until (i) it has delivered written notice of such act or omission to each Superior Mortgagee and each Superior Lessor, whose name and address shall have previously been furnished to Tenant, by delivering notice of such act or omission addressed to each such party at its last address so furnished, and (ii) a ten (10) day period for remedying such act or omission shall have elapsed following such delivery of notice, or any longer period of time in the event such Superior Mortgagee or Superior Lessor shall have become entitled under such Superior Lease or Superior Mortgage, as the case may be, to remedy the same (which shall in no event be less than the period to which Landlord would be entitled under this Lease to effect such remedy), provided such Superior Mortgagee or Superior Lessor shall, with reasonable diligence, deliver written notice to Tenant of its intention to remedy such act or omission and shall commence and continue to remedy same until completion.

ARTICLE 28 - MISCELLANEOUS

Providing Landlord prevails, Tenant shall pay, as Additional Rent, all reasonable attorneys' fees and disbursements (and all other court costs or expenses of legal proceedings) which Landlord may incur or pay out by reason of, or in connection with:

- a. Any action or proceeding by Landlord to terminate this Lease after a default of Tenant which has not been cured after applicable notice, grace and/or cure periods;
- b. Any other action or proceeding by Landlord against Tenant (including, but not limited to, any arbitration proceeding) to enforce the provisions of this Lease, after any applicable notice, grace and/or cure periods;
- c. Any action or proceeding brought by Tenant against Landlord (or any officer, director, shareholder, member, trustee, partner or employee of Landlord) in which Tenant fails to secure a judgment against Landlord; and
- d. Any other appearance required by Landlord (or any officer, partner or employee of Landlord) as a witness or otherwise in any action or proceeding whatsoever brought against, by or on account of an act of Tenant in connection with this Lease.

Tenant's obligations under this Section shall survive the expiration of the Term or any other termination of this Lease. This Article is intended to supplement, and not to limit, other provisions of this Lease pertaining to indemnities and/or attorneys' fees.

If Tenant is the prevailing party in any action or proceeding brought by Landlord against Tenant or by Tenant against Landlord, Landlord shall promptly pay to Tenant all reasonable attorney's fees and disbursement (plus all other court costs and expenses of legal proceeding) which Tenant may incur or payout in connection therewith.

In connection with the sale or finance of the Building, upon written request of Landlord, but not more often than once each fiscal or calendar year, as the case may be, Tenant shall submit to Landlord true, correct, current and complete financial statements of Tenant.

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

No agreement to accept a surrender of all or any part of the Premises shall be valid unless in writing and signed by Landlord and Tenant. The delivery of keys to an employee of Landlord or of its agent shall not operate as a termination of this Lease or a surrender of the Premises. If Tenant shall, at any time, request Landlord to sublet the Premises for Tenant's account, Landlord or its agent is authorized to receive said keys for such purposes without releasing Tenant from any of its obligations under this Lease, and Tenant hereby releases Landlord from any liability for loss or damage to any of Tenant's Property in connection with such subletting, except if resulting from the act or failure to act of Landlord or its agents, contractor or employees.

The receipt by Landlord of Fixed Rent or Additional Rent with knowledge of breach of any obligation of this Lease shall not be deemed a waiver of such breach.

No payment by Tenant, or receipt by Landlord, of a lesser amount than the correct Fixed Rent or Additional Rent due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance or pursue any other remedy in this Lease or at law provided.

The terms "person" and "persons" as used in this Lease shall be deemed to include natural persons, firms, corporations, associations and any other private or public entities.

If Tenant is in arrears in the payment of Fixed Rent or Additional Rent, Tenant waives its right, if any, to designate the items in arrears against which any payments made by Tenant are to be credited, and Landlord may apply any of such payments to any such items in arrears as Landlord, in its sole discretion, shall determine, irrespective of any designation or request by Tenant as to the items against which any such payments shall be credited.

The person executing this Lease on behalf of Tenant hereby covenants, represents and warrants that Tenant is a corporation duly formed and is authorized to do business in New York State and that the person executing this Lease on behalf of Tenant has been authorized to execute this Lease.

In construing this Lease, it shall be deemed a document fully negotiated and drafted jointly by counsel to Landlord and counsel to Tenant, and the authorship of any term or provision hereof shall not be deemed germane to its meaning. The existence or nonexistence in any prior draft hereof

of any term or provision, whether included herein or not, shall not be relevant to the establishment of the intent of the parties hereto or the meaning of any term or provision hereof, and may not be used as evidence to establish any such intent or meaning.

This Lease may be executed in any number of counterparts each of which shall be deemed an original and all of which together shall be deemed to constitute one and the same instrument. Facsimile, PDF or other electronic signatures shall be deemed and shall have the same force and effect as an original signature.

ARTICLE 29 - COMPLIANCE WITH LAW

From and after the Commencement Date, Tenant, at Tenant's expense, shall comply with all requirements of law, rules, ordinances and regulations, present and future, of any federal, state, town or village government or other public authority having jurisdiction over the Premises, or with respect to the Building ("Legal Requirements") (except for structural changes which shall be the responsibility of Landlord) if arising out of Tenant's particular use or manner of use of the Premises and/or Building, and with all requirements of the New York Board of Fire Underwriters, or similar body, which shall impose any violations, order or duty upon Landlord or Tenant with respect to the Premises, and of any liability insurance company insuring Landlord against liability for accidents in or connection with the Building ("Insurance Requirements"), and Tenant shall not at any time use or occupy the Premises in violation of the certificate of occupancy for the Building, or be in conflict with fire insurance policies covering the Building, or the fixtures and property therein, or in a manner contrary to the purposes set forth in Article 3 hereof. Tenant shall comply with all reasonable rules, regulations and orders of Landlord designed to promote the safety, good order and character of the Building, and with respect to the placing of safes, machinery or other heavy material. Any increase in the fire insurance premium applicable to the Building resulting directly from Tenant's failure to comply with the foregoing or from the manner in which Tenant uses and occupies the Premises, or any other expense to Landlord directly by reason of Tenant's failure to comply with the foregoing, shall be paid by Tenant to Landlord as Additional Rent within thirty (30) days after delivery by Landlord to Tenant of a written invoice therefor. Landlord shall enforce the rules and regulations uniformly against all tenants in a non-discriminatory manner.

ARTICLE 30 - ACCESS TO PREMISES/RIGHTS RESERVED TO LANDLORD

Tenant shall permit Landlord, its agents and invitees to enter the Premises, upon 24 hour notice, or any part thereof, at all reasonable times and upon reasonable notice for purposes of (a) inspecting the same, (b) curing Events of Default of Tenant, (c) showing the same to mortgagees, appraisers, or prospective lenders, purchasers or in the last six (6) months of the Term to tenants, (d) observing the performance by Tenant of its obligations under this Lease, (e) performing any act or thing which Landlord may be obligated or have the right to perform under this Lease or otherwise, and (f) any other reasonable purpose. Landlord and any providers of Utility Services or other services shall have the right to maintain existing utility, mechanical, electrical and other systems and to enter upon the Premises to make such repairs and alterations therein or in or to the Premises as may, in the reasonable opinion of Landlord, be deemed necessary or advisable. Landlord shall not be liable for inconvenience, annoyance, disturbance or loss of business to Tenant or any subtenant by reason of making any repairs or the performance of any work, or on account of bringing materials, tools, supplies and equipment into or through the Premises during the course thereof and the obligations of Tenant under this Lease shall not be affected thereby, unless damage is caused by act or failure to act of Landlord, its agent, contractor or employee. The rights provided in this Article shall be exercised so as to minimize interference with the use and occupancy of the

Premises by Tenant. Nothing contained in this Article shall impose, or shall be construed to impose on Landlord any obligation to maintain the systems referred to in this Article or the Premises or anything appurtenant thereto, or to make repairs or alterations thereof or thereto, or to create any liability for any failure to do so.

(A) Without abatement or diminution in rent, Landlord reserves and shall have the following additional rights: (a) to change the street address and/or the name of the Building of which the Premises are a part and/or the Property and/or the locations of entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets, or other public parts of the Building and/or Property without liability to Tenant providing the ingress, egress and visibility of the Premises are not adversely affected, (b) to approve in writing all sources furnishing construction work, painting, decorating, repairing, maintenance and any other work in or about the Premises, (c) to erect, use and maintain pipes and conduits in and through the Premises, (d) to charge to Tenant any expense including overtime cost incurred by Landlord in the event repairs, alterations, decorating or other work in the Premises are made or done after ordinary business hours at Tenant's request, (e) to immediately enter and alter, renovate, and redecorate the Premises (without reduction or abatement of rent or incurring any liability to Tenant for compensation), if during the last month of the Term or of a renewal term Tenant shall have removed all or substantially all of Tenant's Property therefrom, and (f) to grant to anyone the exclusive right to conduct any particular business or undertaking in the Building of which the Premises are a part.

(B) Landlord may exercise any or all of the foregoing rights hereby reserved to Landlord without being deemed guilty of an eviction, actual or constructive, or disturbance or interruption of Tenant's use or possession and without being liable in any manner toward Tenant and without limitation or abatement of rent or other compensation, and such acts shall have no effect on this Lease.

ARTICLE 31 - ESTOPPEL CERTIFICATE

Landlord and Tenant shall, at any time and from time to time, at the request of the other party, upon not less than ten (10) business days notice, execute and deliver to the other a statement certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), certifying the dates to which the Fixed Rent and Additional Rent have been paid, and stating whether or not, to the best of the knowledge of the party delivering the statement, Landlord or Tenant, as the case may be, is in default in performance of any of its obligations under this Lease, and, if so, specifying each such default of which the party delivering the statement may have knowledge, as well as any other reasonable information requested, it being intended that any such statement delivered pursuant hereto may be relied upon by others with whom the Landlord or Tenant may be dealing.

ARTICLE 32 - RELATIONSHIP OF PARTIES

The relationship of the parties pursuant to this Lease shall be one of landlord and tenant. Nothing contained herein or in this Lease shall constitute a partnership between or joint venture by the parties hereto or constitute either the agent of the other. Neither party shall be or become liable by any representation, act or omission of the other contrary to the provisions hereof or thereof. This Lease is not for the benefit of any third party and shall not be deemed to confer any right or remedy to such party whether referred to herein or not.

ARTICLE 33 - OPTION TO EXTEND

Intentionally deleted

ARTICLE 34 - LANDLORD'S DUTY TO MITIGATE

Landlord only shall be obligated to use commercially reasonable efforts to mitigate damages. Landlord shall be deemed to have used reasonable efforts to mitigate, notwithstanding the business terms, conditions or provisions of this Lease, if:

(i) It uses leasing practices and seeks, such rent, period and other terms and conditions as then are being utilized by Landlord, [Over landlord] and/or an affiliate for similar properties in the same geographic area; or

(ii) It uses leasing practices and seeks such rent, period and other terms and conditions as then are reasonable or usual for similar properties in the same geographic area.

Landlord and/or [Over landlord], in no event, shall be required to relinquish or jeopardize any economic benefit or opportunity, including, without limitation, the leasing of other property owned or controlled by Landlord, [Over landlord] and/or an affiliate in order to mitigate damages. The rental of any other property owned or controlled by Landlord, [Over landlord] and/or an affiliate shall not reduce any damages which Landlord would be entitled to receive from Tenant and any such damages shall include any late fees chargeable pursuant to the terms of this Lease.

If Landlord shall be under a duty to or shall elect to mitigate damages, then only the "net proceeds" of any such reletting received by Landlord shall be credited against Tenant's existing or future outstanding obligations under this lease, in such manner and in such order as Landlord, in its sole discretion, may determine. As used herein, "net proceeds" shall mean the full amount or rent and other similar charges paid to Landlord, reduced by all of the Landlord's expenses incurred in connection with reletting, operating or maintaining the Demised Premises (including, but not limited to, expenses for work done to the Demised Premises in connection with such reletting, brokerage fees, attorneys' fees and disbursements and any costs or expenses of Landlord paid or reimbursed by a tenant, whether as additional rental or otherwise).

ARTICLE 35 – ADDITIONAL RENT – REAL ESTATE TAXES

A. The Landlord represents that the real estate taxes for the calendar or fiscal year beginning in 2024/25 shall be used as the Base Tax Year, covering the entire premises ("The Base Tax Year").

B. The tenant shall, during the term of this lease, commencing on the Rent Commencement Day pay and discharge as additional rent, 15% all increases in real estate taxes over the Base Tax Year which include the total of (1) all real estate taxes for the land and building; (2) assessments and payments, usual or unusual, extraordinary as well as ordinary, which shall, during the term hereby demised, be imposed upon or become due and payable, or become a lien upon the premises or building or any part thereof, and the sidewalks or streets in front of the same, by virtue of any present or any future law of the United States of America, or of the State of New York, or of

Suffolk County or municipality thereof, or of any other governmental or municipal authority appearing on an official tax bill. Tenant will pay 15% of said increases in taxes, sewer charges and annual assessment over the Base Tax Year to the Landlord along with the base rent as herein provided. Real estate taxes, assessments and sewer taxes for the commencement and final year shall be pro-rated. Taxes shall also be pro-rated at any time when the rent hereunder shall be abated, if applicable, in accordance with the provisions of this lease.

C. Landlord shall furnish to Tenant prior to the commencement of any Tax Year, a written statement setting forth the Tax Payment for such Tax Year. Tenant shall pay to Landlord on the first day of each month during such Tax Year an amount equal to one-twelfth (1/12) of the Tax Payment for such Tax Year. If, however, Landlord shall furnish any such statement for a Tax Year subsequent to the commencement thereof, then (i) until the first day of the month in which such statement is furnished to Tenant, Tenant shall pay to Landlord on the first day of each month, an amount equal to the monthly sum payable by Tenant to Landlord under this Section in respect of the last month of the immediately preceding tax year; (ii) promptly after such statement is furnished to Tenant, Landlord shall give notice to Tenant stating whether the installments of the Tax Payment previously made for such Tax Year were greater or less than the installments of the Tax Payment to be made for such Tax Year in accordance with such statement, and (a) if there shall be a deficiency for each preceding month, Tenant shall pay the amount thereof within thirty (30) days after demand therefor, or (b) if there shall have been an overpayment, Landlord shall promptly either refund to Tenant the amount thereof against the next payment or Tenant may apply it as a credit of Fixed Rent due; and

D. on the first day of the month following the month in which such statement is furnished to Tenant, and monthly thereafter throughout the remainder of such Tax Year, Tenant shall pay to Landlord an amount equal to one-twelfth (1/12th) of the Tax Payment shown on such statement. In the event that the Tenant fails to make any of the payments under this provision or any other provision of this lease and the Landlord chooses to make said payments, that the payment thereof by the Landlord shall not be to waive or release the default by the Tenant in the payment thereof or, the right of the Landlord to immediately recover possession of the demised premises and any payment by the Landlord made by reason of such default.

ARTICLE 36 - SECURITY DEPOSIT

A. Upon execution of this lease, the Tenant shall pay to the Landlord the sum of \$6,000.00, by cash or certified check, representing three months security, which security shall be kept in an interest-bearing account with the interest accruing. Tenant's Federal I.D. number for this security account is to be provided.

B. The Tenants shall be obligated to pay to the Landlord such additional sums in years Two through Three of the lease, as are required to maintain the security commensurate to the prevailing rent.

ARTICLE 37 - PLUMBING, HEATING, AIR CONDITIONING AND ELECTRICAL SYSTEMS

All airconditioning and electrical equipment within or upon and exclusively serving the Demised Premises, shall be delivered to Tenant in working order at the beginning of the term hereunder, and thereafter shall remain under Tenant's exclusive control, and Tenant, at its own expense, shall operate, maintain, repair and make all replacements thereafter. All such equipment shall at all times remain the property of the Landlord and shall, upon the expiration of the term, be surrendered to Landlord together with the demised premises in good working order, reasonable wear and tear accepted. Subsequent thereto, the Tenant shall be responsible for all repairs and replacements as set forth within this paragraph, and Article 23.

Tenant shall pay for electricity, ~~sewage, water~~, gas fuel and other utilities consumed or used by it, or arise from the use of the Demised Premises by the Tenant, including the air conditioning equipment. Landlord is not required to supply any utility services. If Landlord pays any charges, Tenant shall immediately reimburse Landlord for such sums.

The tenant acknowledges that there is a separate electrical account for this space and will arrange to have the electrical account registered in their name during the course of this Lease. The tenant further acknowledges that they will pay and save harmless the Landlord from any payments on this account.

ARTICLE 38 – ADDITIONAL RENT - COMMON AREAS

The Tenant hereby acknowledges that the Landlord is the owner of the properties municipally known as 170 – 172 Park Ave., Amityville NY and 9 Ireland Place, Amityville, NY. Furthermore, the Tenant hereby acknowledges that there are certain common areas that all tenants of 170 – 172 Park Ave., Amityville NY and 9 Ireland Place, Amityville, NY shall have access to. The common areas include the sidewalks, two bathrooms and associated hallway, and back patio.

During the term of this lease, the Tenant, shall pay to the Landlord, as additional rent the Landlord's expenses associated with the maintenance, cleaning, and upkeep of the common arears. The tenant shall, during the term of this lease, commencing on the Rent Commencement Day pay and discharge as additional rent, 15% all expenses incurred by the Landlord for the maintenance, cleaning, and upkeep of the common arears.

ARTICLE 39 - SNOW REMOVAL

The Tenant, throughout the term of this lease, shall keep the sidewalk immediately adjacent to the Premises on Park Ave., free of debris and snow at the Tenant's own cost and expense.

ARTICLE 40 - GARBAGE REMOVAL

Throughout the term of this lease, the Tenant shall be fully responsible for removal of all debris and garbage from the premises and pay any monthly or annual fees in connection therewith.

LANDLORD:

LOSI'S CORNER, LLC,

By: _____

Name: Lawrence Herzog

Title: Managing Member

TENANT:

AMITEA HOUSE LLC

By: _____

Name: Melissa Marsigliano

Title:

Federal ID Number: _____