NYSCEF DOC. NO. 2 RECEIVED NYSCEF: 08/03/2022 D&D BUILDING COMPANY LLC, LANDLORD, DESIGN, INC. TENANT. LEASE Premises: Showroom 1523 Part of 15th Floor 979 Third Avenue

New York, New York 10022

NEW YORK COUNTY CLERK 08/03/2022 03:03 PM

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INDENTURE OF LEASE ("Lease") made this day of August, 2008, by and between the D&D BUILDING COMPANY LLC, a New York limited liability company, having an office at 750 Lexington Avenue, New York, New York 10022 ("Landlord"), and DESIGN, INC., a New York sub-s corporation, having an office at 979 Third Avenue, New York, New York 10022 ("Tenant").

WITNESSETH:

ARTICLE 1

Definitions; Basic Provisions

Section 1.01. The term "Demised Premises" shall mean the space shown hatched on the floor plan attached hereto as Schedule "A" and made a part hereof, which floor plan is provided for reference purposes only. The Demised Premises commonly are described as Showroom 1523, located on part of the 15th floor of the building located at 979 Third Avenue, New York, New York 10022 (the "Building").

Section 1.02. This Lease confers no rights on Tenant with respect to the Building or the land, other than tenancy of the Demised Premises and the non-exclusive license to use, in common with others authorized by Landlord, the following facilities of the Building: (a) toilets and lavatories; (b) entrances, lobbies, halls, and corridors; and (c) passenger and freight elevators during the Business Hours (as hereinafter defined) established by Landlord from time to time, and after Business Hours on the terms and conditions hereinafter set forth.

Section 1.03. Tenant acknowledges that any plan of the Building or the land which may have been displayed or furnished to Tenant is tentative. Landlord may, in its sole discretion, change the shape, size, location, number, and extent of the improvements shown on any such plans, and eliminate from or add to the land any buildings or other improvements, and eliminate from or add to the Building any improvements or floors, provided the same shall not reduce the area of the Demised Premises, or change the location of Tenant's access to the Demised Premises, or materially interfere with Tenant's intended use and enjoyment of the Demised Premises.

ARTICLE 2

Commencement of Term; Delivery of Possession

Term: Possession

Section 2.01. The term of this Lease ("Term") shall commence on the later of (i) October 1, 2008, or (ii) the "Commencement Date" (as hereinafter defined) and, unless sooner terminated as provided in this Lease, shall end on the date that is ten (10) years