NYSCEF DOC. NO. 22 RECEIVED NYSCEF: 09/06/2018

AGREEMENT OF LEASE made as of the _____ day of June, 2011, by and between 42-78/86 REALTY LLC, a New York limited liability company, having an address at P.O. Box 124, Glen Head, NY 11545 (hereinafter referred to as "Landlord") and CB-NACT 392 LLC a Delaware limited liability company, having an address at 29 West 46th Street, 6th Floor, New York, New York 10031 (hereinafter referred to as "Tenant").

WITNESSETH:

This Lease is made upon the following covenants, agreements, provisions, conditions and limitations, all of which Landlord and Tenant covenant and agree to perform and observe.

ARTICLE 1

Demised Premises - Term of Lease

- Section 1.1 Landlord, for and in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant, its successors and assigns, to be paid, kept and performed, has leased, rented, let and demised unto Tenant, and Tenant does hereby lease and hire from Landlord a portion of the building known as 392 Columbus Avenue, New York (the "Building" and together with the land upon which it is situate, the "Real Property"), consisting of the ground floor of the Building containing approximately one thousand (1,000) square feet of useable space and approximately five hundred sixty three (563) square feet in the basement of the Building, all as more particularly shown on Exhibit A annexed hereto and made a part hereof (the "Demised Premises"), together with the right to use the roof for Tenant's mechanicals and access through the Building to the said roof.
- Section 1.2 The term of this Lease (the "Term") shall commence on the Commencement Date (hereinafter defined) and expire on the last day of the month in which the fifteenth (15th) anniversary of the Rent Commencement Date (hereinafter defined) shall occur (the "Expiration Date"), as such Term may be extended from time to time in accordance with the terms and conditions of Article 29 of this Lease.
- Section 1.3 As used herein, the term "Lease Year" shall mean the following: the First Lease Year shall be the 12-month period commencing on the Rent Commencement Date if the Rent Commencement Date is the first day of a month, or on the first day of the month immediately following the month in which the Rent Commencement Date occurs, if the Rent Commencement Date is not the first day of a month; and each succeeding 12-month period thereafter shall be a Lease Year.

ARTICLE 2

Base Rent; Commencement Date.

Section 2.1 (i) Tenant shall pay to Landlord, as rent for the Demised Premises (the "Base Rent"), the following:

