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NYSCEF DOC. NO. 2

LEASE

THIS LEASE (this "Lease") is made as of August 2, 2017 by and between the ose LLC ("Landlord"), and The formation theodomy filter ter School ("Tenant").

BACKGROUND

- A. Landlord is owner of 391 and he land on which it is situate (the stand").
- B. Tenant desires to lease space within the Building, and Landlord is willing to lease such space to Tenant, upon and subject to the terms, conditions, covenants and agreements set forth herein.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises herein contained and incorporating the foregoing Recitals in their entirety, the parties hereto, intending to be legally bound hereby, covenant and agree as set forth below:

ARTICLE 1 Premises; Term

- SECTION 1.1. <u>Premises</u>. (a) Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises (as hereinafter defined) for the Permitted Use for the Term (each as hereinafter defined) and upon and subject to the terms and conditions, covenants and agreements set forth in this Lease.
 - (b) The term "Premises" means, collectively, the following:
 - (i) as of the Commencement Date, (x) all of the suites located on the 6th floor of the Building other than the Occupied Space (as hereinafter defined) (collectively, the "Exiting 6th Floor Suites") and (y) the temporary suite located on the 5th floor of the Building and commonly known as Suite 515 (the "5th Floor Temporary Suite"; together with the Existing 6th Floor Suites, collectively, the "Initial Premises"); and
 - (ii) from and after the delivery to Tenant of the Additional 6th Floor Suites (as hereinafter defined) in the condition and subject to the other terms required hereunder, the Existing 6th Floor Suites and the Additional 6th Floor Suites,

in each case, as such suites are identified and more particularly depicted in the attached Exhibits: Exhibit A-1 for the Existing 6th Floor Suites, Exhibit A-2 for the 5th Floor Temporary Suite, and Exhibit A-3 for the Additional 6th Floor Suites; provided that Landlord makes no representation with respect to the accuracy of size or configuration of the aforesaid suites.

