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NYSCEF DOC. NO.

## LEASE

AGREEMENT OF LEASE (the "Lease"), dated September 30, 2016, between 52 WEST ET HOLDING LLC, a New York limited liability company having an address 1178 Broadway 5th Floor, New York, NY 10001 ("Landlord"), and York limited liability company, having address ("Tenant").

## 1. THE DEMISED PREMISES AND TERM

In consideration of the Rent hereinafter reserved and the terms, covenants and conditions set forth in this Lease to be observed and performed by Tenant, Landlord hereby demises and leases to Tenant, and Tenant hereby rents and hires from Landlord a portion ("Demised Premises" or "Premises") of the ground floor, lower level, and mezzanine floor of the building ("Building") known by the street address 52 mest with Street, New York, New York, as shown on Exhibit A annexed hereto.

- TO HAVE AND TO HOLD the Demised Premises unto Tenant, and the permitted successors and assigns of Tenant, upon and subject to all of the terms, covenants and conditions herein contained.
- The term of this Lease (the "Term") shall commence upon the "Commencement Date" (as hereinafter defined) and expire (the "Expiration Date") on the last day of the calendar month in which the fifth (5th) anniversary of the day prior to the Commencement Date occurs.
- The "Commencement Date" shall mean the date Landlord delivers vacant possession of any portion of the Premises to Tenant.
- Promptly following the Commencement Date, the parties hereto shall enter into a supplemental certificate fixing the actual Commencement Date, in the form which is annexed hereto as Exhibit B, but the failure of the parties to sign such certificate shall not affect the Commencement Date or Rent Commencement Date.
- Terms not otherwise defined in the text of this Lease shall have the definitions contained in Article 43 hereof.

## 2. RENT

- A. During the Term, Tenant promises to pay to Landlord the rent reserved under this Lease, which shall consist of:
  - (i) an annual fixed rent (hereinafter, the "Fixed Rent") as follows:

Lease Year	Annual	Monthly
1	\$108,000.00	\$9,000.00
2	\$111,240.00	\$9,270.00