

LEASE

Between

THE CHURCH OF THE BLESSED SACRAMENT, NEW ROCHELLE

Landlord

and

CAPITAL PREP CHARTER SCHOOLS NY

Tenant

Dated:

as of April 15, 2026

Demised Premises:

The school building at:
24 Shea Place
New Rochelle, New York 10801

LEASE (this “Lease”) dated as of the 15th day of April, 2026 (the “Effective Date”) by and between THE CHURCH OF THE BLESSED SACRAMENT, NEW ROCHELLE, a New York religious corporation, having an address at 15 Shea Place, New Rochelle, New York 10801, (“Landlord”) and CAPITAL PREP CHARTER SCHOOLS NY, a New York not-for-profit education corporation, having an office at 755 Co-Op City Blvd., Bronx, NY 10475 (“Tenant”).

W I T N E S S E T H:

ARTICLE 1

Demised Premises

Section 1.01 Landlord, for and in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant and its successors and permitted assigns to be paid, kept and performed, does hereby lease, rent and demise unto Tenant, and Tenant does hereby take and hire, upon and subject to the terms, covenants, limitations and conditions hereinafter set forth, the entire school building (the “School Building”) located at 24 Shea Place, New Rochelle, New York 10801 (the “Demised Premises”) but excluding therefrom the Landlord’s Reserved Space (hereinafter defined). The Demised Premises shall not include the (i) space designated as the chapel and (ii) the two (2) rooms adjacent to the chapel (collectively, the “Landlord’s Reserved Space”), all of which are reserved for Landlord’s sole and exclusive use during the Term of this Lease. Landlord’s Reserved Space is indicated on the diagram of the Demised Premises attached hereto as Exhibit B.

Section 1.02 As an appurtenance to the Demised Premises, Tenant shall have a limited and, unless otherwise provided in Article 25, nonexclusive right to use, in common with Landlord, the Parking Area (hereinafter defined), such rights are and at all times shall be subject to the provisions of Article 25 hereof.

Section 1.03 As an appurtenance to the Demised Premises, Tenant shall have a limited and nonexclusive right to use the field located behind the School Building, as shown on Exhibit C attached hereto (the “Field”), during Tenant’s Access Hours (hereinafter defined) on weekdays only for playground, recreational and educational activities for Tenant’s students and staff. For the avoidance of any doubt, Tenant may not have any use of the Field on weekends. Tenant may not install any improvements, alterations, or fixtures, on or about the Field, including but not limited to playground equipment, without the Landlord’s prior written consent, which may be withheld in its sole discretion. Any improvements, alterations or fixtures consented to by Landlord under this Section 1.03 shall be installed at Tenant’s sole cost and expense. Upon the expiration of the Term (or the earlier termination thereof), Tenant shall, at its sole cost and expense, remove all such installations and repair any damage caused by such removal, normal wear and tear excepted.

ARTICLE 2

Term of Lease

Section 2.01 TO HAVE AND TO HOLD the Demised Premises, subject to the terms, covenants, limitations and conditions of this Lease, unto Tenant for a term of approximately three

(3) years and three (3) months commencing on the Effective Date hereof (the “Commencement Date”) and expiring on June 30, 2029, unless this Lease shall (i) be renewed pursuant to Article 40 hereof or (ii) sooner terminate pursuant to any term, covenant or condition hereof or pursuant to law (the earlier of such date of expiration or termination is hereinafter referred to as the “Expiration Date”, the period from the Commencement Date to the Expiration Date being the “Term”), upon the conditions and covenants following.

Section 2.02 FURTHER ASSURANCES: After the date hereof, if Landlord shall reasonably request amendments to correct any errors or clarify any uncertainties in this Lease, Tenant agrees to negotiate in good faith to prepare and execute such amendments.

ARTICLE 3
Rent

Section 3.01 Commencing on July 1, 2026 (the “Rent Commencement Date”), Tenant shall pay to Landlord, in such currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, at the address specified in, or pursuant to, Article 42 hereof, an annual base rental (“Base Rent”) in accordance with the following Base Rent schedule.

Lease Year	Lease Year Period	Annual Base Rent	Monthly Base Rent
1	<i>7/1/2026 to 6/30/2027</i>	\$425,000.00	\$35,416.67
2	<i>7/1/2027 to 6/30/2028</i>	\$437,750.00	\$36,479.17
3	<i>7/1/2028 to 6/30/2029</i>	\$450,882.50	\$37,573.55

Section 3.02 For purposes hereof, the term “Lease Year” shall mean the period from July 1st to June 30th of the next succeeding calendar year, except the first Lease Year shall be the period from the Effective Date to June 30, 2027. Base Rent shall be payable in equal monthly installments in advance of or on the first (1st) day of each calendar month during the Term. Notwithstanding the foregoing, the Security (hereinafter defined) in the amount of \$106,250.00 shall be due and payable by Tenant upon execution of this Lease.

Section 3.03 Commencing on the Rent Commencement Date, Tenant shall pay Base Rent plus all sums, costs, expenses and other amounts which Tenant assumes or agrees to pay to Landlord hereunder other than Base Rent (collectively, “Additional Rent”) including, without limitation, costs and expenses and other amounts paid or incurred by Landlord which are required to be paid by Tenant under any of the provisions of this Lease. Additional Rent shall be due and payable within fifteen (15) days following Landlord’s demand therefor, unless a different period is specifically provided herein. In the event of any non-payment of any Additional Rent, Landlord shall have all of the rights and remedies provided for herein, by law and in equity in the event of the non-payment of Base Rent.

Section 3.04 Subject to Tenant’s rights as set forth herein to dispute the correctness of any statement, bill or demand furnished by Landlord with respect to any item of Additional Rent

provided for in this Lease, if any, Tenant's obligation to pay Additional Rent shall be absolute and not conditioned on the happening of any act, thing or occurrence, including, without limitation, the time or timeliness with which a statement, bill or demand is furnished to or made upon Tenant, Landlord's failure during the Term to prepare and deliver any statements or bills required to be delivered to Tenant hereunder, or Landlord's failure to make a demand under any other provisions of this Lease shall not in any way be deemed to be a waiver of, or cause Landlord to forfeit or surrender its rights to collect, any Additional Rent which may have become due during the Term. Tenant's liability for Additional Rent shall continue unabated during the remainder of the Term and shall survive the Expiration Date. In no event shall any adjustment of any payments payable by Tenant in accordance with the provisions of Article 23 hereof result in a decrease in Base Rent, nor shall any adjustment of any Additional Rent payable by Tenant pursuant to any provision of this Lease result in a decrease in any other Additional Rent payable by Tenant pursuant to any other provision of this Lease, it being agreed that the payment of Additional Rent is an obligation supplemental to Tenant's obligations to pay Base Rent and any Additional Rent pursuant to any other provision of this Lease.

Section 3.05 Except as otherwise expressly provided in this Lease, Base Rent shall be paid to Landlord: (i) without notice or demand therefor; (ii) without abatement, deduction or setoff of any kind whatsoever; and (iii) without regard to any counterclaim or defense that Tenant may have against Landlord. Any Additional Rent shall be paid to Landlord: (i) within fifteen (15) days of demand from Landlord to Tenant with copies of invoices, statements and/or bills documenting the required Additional Rent; (ii) without abatement, deduction or setoff of any kind whatsoever; and (iii) without regard to any counterclaim or defense that Tenant may have against Landlord. Base Rent and Additional Rent are collectively referred to as "Rent" in this Lease. If Landlord receives from Tenant any payment less than the sum of Base Rent and Additional Rent then due and owing pursuant to this Lease, Tenant hereby waives its right, if any, to designate the items to which such payment shall be applied and agrees that Landlord, in its sole discretion, may apply such payment in whole or in part to any Base Rent, any Additional Rent or to any combination thereof then due and payable hereunder. All payments of Rent to be made by Tenant pursuant to this Lease shall be made by check, ACH payment or by wire transfer. If, during any six (6) month period during the Term, two (2) or more checks tendered by Tenant for any payment due shall be dishonored by the payor bank, at any time thereafter Landlord may require (without limiting any of its rights hereunder) that all future payments of Rent (or any portion thereof) be made only by certified or official bank checks.

ARTICLE 4 **Use of the Demised Premises**

Section 4.01 Tenant shall use and occupy the Demised Premises for the operation of its Capital Preparatory New Rochelle Charter School (the "School") campus pursuant to the charter issued by the State University of New York, initially serving approximately 150 students in grades kindergarten, 6th and 7th grade, and ancillary and related educational, programming and administrative uses directly and solely in connection with the foregoing and for no other purpose.

Section 4.02 Tenant shall not use or allow the Demised Premises to be used or occupied for any unlawful purpose or in violation of any certificate of occupancy covering or affecting the uses of the Demised Premises and shall not suffer any act to be done or any condition to exist on

the Demised Premises, or any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto.

Section 4.03 Tenant, at its cost and expense, shall obtain and maintain all necessary permits, licenses and governmental approvals requisite to the conduct of Tenant's business at the Demised Premises pursuant to the provisions of Section 4.01 hereof. Any Alteration (hereinafter defined) required to comply with the foregoing provisions of this Section 4.03 shall be performed in accordance with the provisions of Article 8 hereof at Tenant's sole cost and expense.

Section 4.04 Tenant shall not suffer or permit the Demised Premises to be used (i) by the public without restriction, (ii) in such manner as might reasonably tend to impair Landlord's title to the Demised Premises or (iii) as might reasonably make possible a claim or claims of adverse usage, adverse possession or prescription by the public, or of implied dedication or other similar claims of, in, to or with respect to the Demised Premises.

Section 4.05 Tenant shall prohibit smoking in the Demised Premises in accordance with New York State law.

Section 4.06 Tenant shall arrange for security at the Demised Premises, at its sole cost and expense during its use of the Demised Premises. It is acknowledged by Tenant that Landlord is not providing any security for the Demised Premises.

Section 4.07 Landlord is a religious corporation operated under the auspices of the Roman Catholic Church. It is therefore of utmost importance to Landlord that the Demised Premises (including any improvements hereafter made thereto) not be used or altered in any way that would violate any of the restrictions or covenants set forth below. It is hereby acknowledged that Landlord would not have entered into this Lease if Tenant had been unwilling to accept the Demised Premises subject to the following use restrictions:

(i) Tenant covenants that it shall not permit or conduct any obscene performances in violation of Section 235.00 of the New York Penal Law on the Demised Premises hereby leased or permit them to be used for any obscene or pornographic purposes or activities including, without limitation, the sale, or distribution of any obscene or pornographic material. The terms "obscene", "material" and "performances" shall be defined for purposes of this covenant as they are defined in Section 235.00 of the New York Penal Law;

(ii) Tenant further covenants that it shall not use, permit or suffer the Demised Premises to be used or occupied for the purpose of performing any abortions, euthanasia procedures or stem cell research or providing any counseling or advice relating to abortions, birth control, euthanasia or stem cell research or place any signs or advertising on or about the Demised Premises that relate to abortion, birth control, stem cell research or euthanasia;

(iii) Tenant further covenants and agrees that all Health Resource Room Services, HIV/AIDS Curriculum, Family Living Curriculum or other similar curriculum covering sex education and any successor health education curriculum covering sexuality shall be provided off site to students at an alternate facility;

(iv) Tenant covenants that any use of the Demised Premises must be consistent with, and not violate, the tenets of the Roman Catholic Church; and

(v) Tenant covenants that its education curriculum shall not include any material which is not consistent with Roman Catholic teaching.

Section 4.08 Tenant recognizes and agrees that a violation of any of the restrictions in clauses (i) through (v) of Section 4.07 above would be seriously damaging and harmful to the reputation and standing of Landlord as a religious corporation. Tenant hereby stipulates and agrees that any violation of any of the use restrictions shall entitle Landlord to seek an injunction in any court of competent jurisdiction in the State of New York enforcing said use restrictions.

Section 4.09 Except as otherwise expressly provided in Article 22, during the Term of this Lease, Tenant shall have (i) exclusive access to and use of the Demised Premises Mondays through Fridays from 6:00 A.M. to 10:00 P.M.; and (ii) exclusive access to and use of the Demised Premises (but excluding the cafeteria) on Saturdays from 7:00 A.M. to 1:00 P.M. (collectively, "Tenant's Access Hours").

ARTICLE 5

Condition of the Demised Premises

Section 5.01 Tenant represents and warrants that the Demised Premises and all electrical, heating, ventilating, air conditioning, plumbing and other systems affecting the same have been inspected by Tenant and by Tenant's engineers (or that Tenant has waived such inspection) and that Tenant shall accept the Demised Premises in its "as is" condition on the Effective Date without representation or warranty, express or implied, in fact or by law, by Landlord and without recourse to Landlord as to the nature, condition or usability of the Demised Premises. Tenant acknowledges that its taking of possession of the Demised Premises shall be conclusive evidence that the Demised Premises were in good and satisfactory condition at the time such possession was so taken. Neither Landlord nor Landlord's agents have made any representations or promises with respect to the physical condition of the Demised Premises or the land upon which it is erected, the rents, leases, expenses of operation or any other matter or thing affecting or related to the Demised Premises except as herein expressly set forth.

Section 5.02 Notwithstanding the foregoing, within a reasonable period after the Effective Date, Landlord, at Landlord's sole cost and expense, shall remove from the Demised Premises all furniture that is presently located therein, except for any furniture that Landlord uses in connection with its Parish Use under Article 22. Landlord shall have exclusive use of one (1) refrigerator in the cafeteria during the Term.

Section 5.03 Furthermore, notwithstanding the foregoing, Landlord represents and warrants that, subject to the requirements of Article 40 hereof it has the authority to lease the Demised Premises to Tenant and the Demised Premises are free of any mortgages or ground leases.

ARTICLE 6
Compliance with Laws

Section 6.01 Tenant, at its sole cost and expense, shall promptly comply with all present and future laws, orders, rules and regulations of all federal, state, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters or any similar body including, without limitation, the Americans with Disabilities Act of 1990 (collectively, “Applicable Laws”) which shall impose any violation, order or duty upon Landlord or Tenant with respect to the Demised Premises whether or not arising out of Tenant’s use or manner of use thereof.

Section 6.02 Tenant, after securing Landlord to Landlord’s reasonable satisfaction against all damages, interest, penalties and expenses, including, without limitation, reasonable attorneys' fees and disbursements, by cash deposit or by surety bond in an amount and with a company satisfactory to Landlord, may contest and appeal any such Applicable Laws, provided the same is done with all reasonable promptness and such appeal shall not subject Landlord to prosecution for a criminal offense, or subject the Demised Premises to any lien, or constitute a default under any lease or mortgage under which Landlord may be obligated, or cause the Demised Premises or any part thereof to be condemned or vacated.

Section 6.03 Tenant shall not do or permit any act or thing to be done in or to the Demised Premises which is contrary to or in violation of Applicable Law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Landlord with respect to the Demised Premises, or which shall or might subject Landlord to any liability or responsibility to any person or for property damage, nor shall Tenant keep anything in the Demised Premises except as now or hereafter permitted by the Fire Department, Board of Fire Underwriters, Fire Insurance Rating Organization or other authority having jurisdiction, and then only in such manner and such quantity so as not to increase the rate for fire insurance applicable to the Demised Premises, nor use the Demised Premises in a manner which will increase the insurance rate for the Demised Premises or any property located therein over that in effect prior to the Commencement Date.

Section 6.04 Tenant shall pay all costs, expenses, fines, penalties or damages which may be imposed upon Landlord or Tenant by reason of Tenant’s failure to comply with the provisions of this Article 6 and, if by reason of such failure the fire insurance rate during the Term shall be higher than it otherwise would be, then Tenant shall reimburse Landlord, as Additional Rent, for that portion of all insurance premiums thereafter paid by Landlord which shall have been charged because of such failure by Tenant, and shall make such reimbursement upon the first (1st) day of the calendar month following the payment thereof by Landlord. In any action or proceeding wherein Landlord and Tenant are parties, a schedule or “make-up” of insurance rates for the Demised Premises issued by the New York Fire Insurance Exchange, or other body making fire insurance rates applicable to said premises, shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rates then applicable to said premises.

Section 6.05 Tenant shall not move any safe, heavy machinery, heavy equipment, bulky matter or fixtures weighing over 1,000 pounds, into or out of the Demised Premises without

Landlord's prior consent, which consent shall not be unreasonably withheld, conditioned or delayed. If such safe, machinery, equipment, bulky matter or fixtures requires special handling, all work in connection therewith shall comply with all laws and regulations applicable thereto and shall be done during such hours as Landlord may reasonably designate.

Section 6.06 Tenant shall not place any load, heavy article or installation (such as safes, vaults, filing systems, libraries or other heavy furniture or equipment) upon any floor of the Demised Premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Landlord reserves the right, in Landlord's reasonable judgment, to prescribe the weight and position of all such heavy articles or installations, and the same shall be placed and maintained at Tenant's expense, in settings sufficient, in Landlord's reasonable judgment, to absorb and prevent vibration, noise and annoyance.

Section 6.07 In the event that Landlord is directed by any Federal, State or other governmental agency to comply with any federal, including, without limitation, Americans with Disabilities Act of 1990 ("ADA"), state, county, town or village legislation, Tenant shall pay Landlord's costs actually incurred to comply with said directives. Such costs shall be deemed Additional Rent and shall be due and payable within fourteen (14) days following Tenant's receipt of written notice from Landlord that it has completed the required work, accompanied by supporting documentation.

ARTICLE 7

Repairs and Maintenance

Section 7.01 Throughout the Term, except as otherwise specifically provided in this Lease, including Section 7.02 below, Tenant, at Tenant's sole cost and expense, shall maintain, repair and otherwise take good care of the entire Demised Premises and the fixtures, equipment, utility systems and appurtenances thereof (excluding all non-exposed electrical, plumbing, heating and other internal building systems that are otherwise behind interior walls of the Demised Premises), and shall make all non-structural repairs, as and when needed to preserve them in good working order and condition, including the maintenance and repair of all exposed electrical, plumbing, heating and other building systems, including appurtenant fixtures, appliances and equipment. Tenant shall, at its sole and expense, operate, maintain and service the boiler during the Term.

Section 7.02 Subject to Tenant's obligations under Section 7.01 above, Landlord shall maintain and make all reasonably necessary repairs and replacements to (i) the equipment, utility systems and appurtenances thereof (consisting of those portions of the utility, electrical, plumbing, HVAC, life safety, and other building systems that are non-exposed and otherwise behind interior walls of the Premises) and (ii) the structural elements of the Demised Premises and the exterior of the Demised Premises, consisting of the roof, foundation, façade and windows, except, in each instance, to the extent such repair or replacement is caused by or resulting from any acts or omissions of Tenant or any of Tenant's contractors, agents, students, employees or invitees. Landlord shall use reasonable efforts to minimize interference with Tenant's use and occupancy of the Demised Premises in making any repairs, alterations, additions or improvements; provided, however, that Landlord shall have no obligation to employ contractors or labor at so-called overtime or other premium pay rates or to incur any other overtime costs in connection with such

repairs, alterations, additions or improvements. For the avoidance of any doubt, Landlord shall have no responsibility or obligation to ensure that the Demised Premises comply with the ADA.

Section 7.03 There shall be no allowance to Tenant for a diminution of rental value, no abatement of rent, and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to business arising from Landlord failing to make any repairs to the Demised Premises as provided herein.

Section 7.04 Tenant shall, at its sole cost and expense, keep clean and free from dirt, snow, ice, rubbish, obstructions and encumbrances, the sidewalks, playground, areas, vaults, chutes, sidewalk hoists, railings, gutters, alleys and curbs in front of or adjacent to the Demised Premises, including the Parking Area. Tenant shall provide on a regular basis, at its own cost and expense, custodial cleaning services for the Demised Premises, interior and exterior, including the removal and proper disposal of trash from the Demised Premises.

Section 7.05 Except as otherwise expressly set forth in Section 7.02 hereof, Landlord shall not be required to furnish any services, utilities or facilities whatsoever to the Demised Premises. Landlord shall have no duty or obligation to make any alteration, change, improvement, replacement or repair to, or to demolish any improvements now or hereafter erected or maintained on the Demised Premises. Except as otherwise expressly provided for herein, Tenant assumes the full, sole and absolute responsibility for the condition, operation, repair, alteration, improvement, replacement, maintenance and management of the Demised Premises.

Section 7.06 Unless otherwise expressly provided, the provisions of this Article 7 with respect to the making of repairs shall not apply in the case of fire or other casualty which are dealt with in Article 10 hereof, and in all cases shall be subject to the provisions of Article 8 hereof.

ARTICLE 8 **Alterations**

Section 8.01 Except for merely decorative (e.g. painting) alterations, Tenant may not make any alterations, additions, changes or improvements (collectively, "Alterations") in or to the Demised Premises, without first obtaining consent from Landlord. Landlord's consent shall not be unreasonably withheld, conditioned, or delayed if any Alteration, in Landlord's reasonable determination: (i) has no adverse effect on the Demised Premises' structure or systems including, without limitation, the Demised Premises' mechanical, electrical, plumbing, HVAC, fire safety, fire protection or elevator systems and curtain wall; (ii) does not result in a violation of, or require a change in, the building's certificate of occupancy; and (iii) does not, in Landlord's reasonable judgment, adversely affect the character, the use, or value of the Demised Premises. Before undertaking any Alteration of any kind whatsoever, Tenant shall submit to Landlord a statement of the work proposed to be done, an estimate of the cost thereof and detailed plans and specifications therefor including a proposed schedule for the completion of such Alterations ("Plans"). No Alterations shall be commenced unless (x) Landlord shall first have approved Tenant's Plans and cost estimate, and (y) Tenant has obtained and delivered to Landlord copies of all permits and approvals required by Applicable Law. Notwithstanding the foregoing, Landlord hereby consents to Tenant's initial Alterations set forth on Exhibit A attached hereto ("Tenant's Initial Alterations"). Tenant is required to comply with all obligations and requirements under this

Article 8 with respect to Tenant's Initial Alterations and any subsequent Alteration, including without limitation Section 8.02. All expenses and costs incidental to any Alteration shall be borne solely by Tenant. In addition to the foregoing, each of the following conditions must be complied with by Tenant:

(a) Tenant shall procure and pay for, as the same may be required from time to time, all approvals, certificates, permits and authorizations of all municipal departments and governmental subdivisions having jurisdiction prior to the commencement of any Alteration and, upon completion, certificates of final approval/completion thereof. Copies of all of such documents shall be delivered to Landlord promptly.

(b) Alterations shall be performed by licensed and insured contractors and prosecuted to completion with due diligence, subject to unavoidable delays, in a good and workmanlike manner and in compliance with all applicable permits and required authorizations and with all other Applicable Laws, including the ADA, if required.

(c) Worker's compensation insurance in statutory limits covering all persons employed in connection with any Alteration and with respect to whom death or bodily injury claims could be asserted against Landlord, Tenant or the Demised Premises (or any part thereof), builder's risk property insurance, completed value form, covering all physical loss (including any loss of or damage to supplies, machinery and equipment) in connection with the making of any Alteration and general public liability insurance for the mutual benefit of Tenant, Landlord, the Archdiocese of New York (the "Archdiocese") and the Archbishop of New York (the "Archbishop") as required pursuant to Section 10.01(a) hereof shall be maintained by Tenant, at its expense, at all times when any Alteration is in progress. Tenant, prior to the commencement of any Alteration, shall provide certificates of insurance evidencing such coverage to Landlord.

(d) If the estimated cost of any Alteration shall be in excess of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), Tenant, before commencement of work and at its expense, shall furnish to Landlord a performance bond, in form and amount and issued by a surety company reasonably acceptable to Landlord, guaranteeing the completion of the Alteration and payment therefor within a reasonable time, free and clear of all liens and encumbrances and in accordance with the Plans previously approved by Landlord.

(e) All payments to contractors shall be made promptly as they become due and upon completion of such Alterations. Tenant shall, upon request of Landlord, provide final lien waivers from the general contractor and all major subcontractors, following completion of such Alterations.

(f) Landlord shall not have any responsibility for any Alteration and Tenant shall remedy, at its expense, and shall be responsible for any and all defects in all such work that may appear during or after the completion thereof, whether the same shall affect the Demised Premises in particular or any part of the Demised Premises in general.

(g) Landlord shall not have any responsibility for any disturbances or deficiency created in any mechanical, electrical or structural facilities within the Demised Premises as a result of an

Alteration. If such disturbances or deficiencies result, Landlord may, at its option and at Tenant's cost and expense, correct the same and restore the services.

Section 8.02 Landlord shall be entitled to retain independent consultants to review Tenant's Plans for, and the progress of construction of, any Alteration and, in connection therewith, to be reimbursed from Tenant, within five (5) days after demand therefor, for all fees and expenses of such consultants and other reasonable out-of-pocket costs incurred by Landlord in connection with such proposed Alteration. Prior to commencing any Alteration, Tenant shall furnish Landlord with one (1) complete set of Plans for such work. Landlord shall use reasonable efforts, consistent with industry practice and the scope of such proposed Alteration, to respond to Tenant's request for consent to such Plans within (a) fifteen (15) business days after submission thereof to Landlord in the case of the original submission, or (b) ten (10) business days in the case of any resubmission of disapproved Plans, and (c) five (5) business days after submission thereof to Landlord in the case of any change order. In the event that Landlord fails to respond to Tenant within thirty (30) days after notice from Tenant to Landlord that the time period of (a) fifteen (15) business days after submission thereof to Landlord in the case of the original submission, or (b) ten (10) business days in the case of any resubmission of disapproved Plans, and (c) five (5) business days after submission thereof to Landlord in the case of any change order, expired, and Landlord failed to respond, the submission by Tenant to Landlord shall be deemed as approved by Landlord. Landlord reserves the right to (i) disapprove any Plans in part, (ii) reserve approval of items shown thereon pending its review and approval of other Plans and/or (iii) condition its approval upon Tenant making revisions to such Plans or supplying additional information. Any Alteration for which consent has been received shall be performed by Tenant only in accordance with such approved Plans and no amendments or additions thereto shall be made without the prior consent of Landlord in each instance (which consent shall be granted or withheld by Landlord in accordance with the same time frames in granting its initial consent to the applicable Alteration).

Notwithstanding anything herein to the contrary, Landlord's review and/or approval of Tenant's Plans or consent to the making of any Alteration shall not be deemed to be: (x) an agreement by Landlord that the contemplated Alteration complies with Applicable Law or the building's certificate of occupancy; (y) an approval of the sufficiency, completeness or any other aspect of the proposed Alteration; or (z) a waiver by Landlord of Tenant's required compliance with any of the terms of this Lease (and any other agreements or other documents relating thereto).

Section 8.03 Landlord shall reasonably cooperate with Tenant in the filing of any applications for necessary governmental approvals under this Article 8, but Landlord shall not be required to execute any instrument in connection with such filing unless Landlord is reasonably satisfied that the facts and data set forth in such instrument are accurate. Landlord shall not be required to pay, or be subjected to any liability for the non-payment of, any costs or expenses in connection with any such application, and Tenant shall indemnify and hold Landlord harmless from such costs and expenses including, without limitation, reasonable attorneys' fees and disbursements.

Section 8.04 (a) Tenant shall be permitted to place, affix, erect, or attach its standard signage on or to the interior and/or exterior of the Demised Premises at mutually agreed upon locations; provided the locations, form, size, description, wording, content, and any other matter relating to the nature of said signage shall be subject to Landlord's prior approval. Tenant shall,

at its sole cost and expense, obtain all necessary permits for the maintenance and installation of its sign(s) and shall comply with all Applicable Laws in connection therewith. Upon the expiration of the Term (or the earlier termination thereof), Tenant shall, at its sole cost and expense, remove all signs and repair any damage caused by such removal, normal wear and tear excepted. In the event that Landlord gives its consent hereunder, all signs shall be installed in the manner approved by Landlord and maintained in good condition, repair and appearance at all times, according to Landlord's standards and all Applicable Laws.

(b) Within a reasonable period after the Effective Date, representatives of each of Landlord and Tenant shall conduct a joint walkthrough of the Demised Premises to (i) identify any religious signs, names, identification, symbols or insignias (collectively, "Religious Symbols") that shall be removed or temporarily covered and (ii) determine responsibility as between the parties for removal or covering (as applicable) of the Religious Symbols. Notwithstanding the foregoing, Landlord reserves the right to perform the removal of any Religious Symbols.

ARTICLE 9

Discharge of Liens

Section 9.01 Tenant shall purchase and pay for all property hereafter installed constituting part of the Demised Premises and shall not permit any conditional bill of sale, chattel mortgage or other title retention or security agreement to be filed against any such property.

Section 9.02 If any mechanic's, laborer's or materialmen's lien shall be filed against the Demised Premises at any time for work claimed to have been done for or materials claimed to have been furnished to Tenant (whether or not relating to an Alteration) then, within thirty (30) days (or such lesser period as shall be necessary to prevent foreclosure) after notice to Tenant of the filing thereof, Tenant shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

Section 9.03 Nothing in this Lease shall be deemed or construed in any way as constituting the consent, permission or request of Landlord, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any repair of, or Alteration to, the Demised Premises which may create or be the basis of any lien or charge against the estate of Landlord in the Demised Premises.

ARTICLE 10

Insurance

Section 10.01 Tenant, at its expense, shall maintain during the Term:

(a) comprehensive general public liability and automobile insurance against claims for bodily injury, death or property damage occurring on, in or about the Demised Premises and adjoining areas (including the Parking Area), such insurance to afford protection of not less than One Million (\$1,000,000) Dollars per occurrence (combined single limit), Three Million (\$3,000,000) Dollars in the aggregate and Ten Million (\$10,000,000) Dollars of Umbrella Liability insurance per occurrence and general aggregate. The dollar amounts set forth above (and elsewhere in this Lease, if applicable) shall be subject to review by Landlord from time to time

(but no more frequently than once annually during the Term); and any such dollar amounts may be increased by Landlord in Landlord's reasonable judgment, in accordance with requirements imposed on premises similarly situated, if any, due regard being given to the character of the Demised Premises, its use and occupancy; and

(b) Sexual misconduct liability coverage in an amount not less than \$1,000,000.00;

(c) New York State Workers' Compensation coverage in the amount of \$1,000,000.00;
and

(d) such other insurance in such amounts as may from time to time be reasonably required by Landlord against other hazards which at the time are commonly insured against by tenants with regard to premises similarly situated, due regard being given to the character of the Demised Premises, its use and occupancy.

Section 10.02 Tenant shall not violate or permit to be violated any of the conditions or provisions of any insurance policy required hereby and shall so perform and satisfy the requirements of the companies writing such policies in order that at all times such companies shall be willing to write and/or continue such insurance. In the event of any violation or attempted violation of the provisions of this Section 10.02 by any subtenant, Tenant shall take all necessary steps, immediately upon knowledge of such violation or attempted violation, to remedy or prevent the same, as the case may be.

Section 10.03 All insurance provided for in Article 8 and Section 10.01 hereof shall (i) name Landlord, the Archdiocese of New York and the Archbishop of New York, on a primary and non-contributing basis as additional insureds and loss payees; (ii) be effected under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the State of New York and who have been approved by Landlord, such approval not to be unreasonably withheld; and (iii) provide that the insurer shall give Landlord, the Archdiocese of New York and the Archbishop of New York at least thirty (30) days' advance written notice of any cancellation, non-renewal or material reduction in coverage. Not later than the Commencement Date, and thereafter not less than fifteen (15) days prior to the expiration dates of expiring policies furnished pursuant to this Article 10, original certificates of the insurers shall be delivered by Tenant to Landlord. In the event that Tenant fails to obtain any of the foregoing insurance, Landlord, upon seven (7) days prior Notice to Tenant, shall have the option to obtain similar coverage in its own name, the full cost of which shall be borne by Tenant.

Section 10.04 Prior to taking occupancy of the Demised Premises, Tenant shall provide an ACORD insurance certificate, evidencing the requisite insurance coverage, naming Landlord, the Archdiocese of New York and Archbishop of New York, each as additional insureds and shall contain the following language in the description of operations box on the certificate: "The Church of the Blessed Sacrament, New Rochelle, Archdiocese of New York, His Eminence, Timothy Cardinal Dolan and His Excellency, Archbishop Ronald Hicks are named additional insureds under the policy. Any umbrella liability coverage is primary and non-contributory to all other insurance afforded to the additional insureds."

Section 10.05 Neither the issuance of any insurance policy required under this Lease, nor the minimum limits specified herein with respect to Tenant's insurance coverage, shall be deemed to limit or restrict in any way Tenant's liability arising under this Lease.

Section 10.06 Landlord, at its expense, shall maintain during the term property insurance written on an "all-risk" basis covering the Demised Premises for the full replacement cost thereof. Said insurance shall be effected under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the State of New York and shall request that the insurer give Tenant thirty (30) days' advance written notice of any cancellation, non-renewal or material reduction in coverage. Original certificates of the insurer's fire and casualty policy shall be delivered by Landlord to Tenant within fifteen (15) days after Tenant's written request therefor.

Section 10.07 Provided that Tenant's right of full recovery under its aforesaid insurance policies is not adversely affected or prejudiced thereby, Tenant hereby waives any and all right of recovery which it might otherwise have against Landlord, its agents and employees for loss or damage to Tenant's personal property, furniture, furnishings, fixtures, inventory and other property removable by Tenant under the provisions hereof, notwithstanding that such loss or damage may result from the negligence or fault of Landlord, its agents or employees.

Section 10.08 Landlord and Tenant hereby agree to advise the other promptly if the clauses to be included in their respective insurance policies pursuant to this Lease cannot be obtained, and further agree to notify the other promptly of any cancellation or change of the terms of any such policy which would affect such clauses.

Section 10.09 Tenant acknowledges that Landlord will not carry insurance on any of Tenant's fixtures, furniture, equipment, personal property or inventory located in the Demised Premises nor will Landlord be obligated to repair or replace the same or carry insurance or be in any way liable for and against the interruption of Tenant's business.

Section 10.10 In the event Landlord shall transfer its interest in this Lease, provided such transfer complies in all respects with the terms of this Lease, with the effect that such transferee shall become the landlord under this Lease, then such transferee and its managing agent, if any, shall also be named as additional insureds in all insurance policies furnished under this Lease, as their interest may appear.

Section 10.11 Promptly after Tenant learns of any accident, emergency, occurrence for which Landlord might be liable, fire or other casualty and all damages to or defects in the Demised Premises for the repair of which Landlord might be responsible or which constitutes Landlord's property, Tenant shall provide Landlord with prompt notice thereof. Such notice shall be given in accordance with Article 42 hereof.

Section 10.12 (a) The following are the insurance requirements for any vendor, contractor or subcontractor who intends to perform any work on the Demised Premises: Each must have a minimum of Five Million Dollars (\$5,000,000.00) of General Liability coverage for each occurrence. This could be a combination of primary and excess or umbrella coverage to meet the required \$5,000,000.00 total. In addition, the vendor shall provide One Million Dollars

(\$1,000,000) in Automobile Liability coverage as well as a current New York State Workers' Compensation Certificate. Within the Certificate of Liability Insurance Form is the Description of Operations box which must have the following language: The Archdiocese of New York, His Eminence Timothy Cardinal Dolan, His Excellency, Archbishop Ronald Hicks, and The Church of the Blessed Sacrament, New Rochelle are named as additional insured(s). If the vendors purchase Umbrella Liability Coverage then the following language must be included within the Description of Operations: the Umbrella Liability coverage is primary and non-contributory to all other insurance afforded to the additional insured.

(b) In addition to the requirements set forth in Section 10.12(a), the general contractor performing any Alteration shall purchase and maintain builder's risk property insurance, completed value form, covering all physical loss (including any loss of or damage to supplies, machinery and equipment), and The Archdiocese of New York, His Eminence Timothy Cardinal Dolan, His Excellency, Archbishop Ronald Hicks, and The Church of the Blessed Sacrament, New Rochelle shall each be named as an additional insured under such policy.

ARTICLE 11

Damage or Destruction

Section 11.01 If the Demised Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt notice thereof to Landlord and this Lease shall continue in full force and effect except as hereinafter set forth.

Section 11.02 If the Demised Premises are partially damaged or rendered partially unusable by fire or other casualty, the damages thereto shall be repaired by and at the expense of Landlord and the Rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the respective usable and unusable areas of the Demised Premises.

Section 11.03 If the Demised Premises are totally damaged or rendered wholly unusable by fire or other casualty, then the Rent shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the Demised Premises shall have been substantially repaired and restored by Landlord, subject to Landlord's right to elect not to restore the same as hereinafter provided.

Section 11.04 If the Demised Premises are rendered wholly unusable (whether or not the Demised Premises are damaged in whole or in part) or if the Demised Premises shall be so damaged that Landlord shall decide to demolish it or to rebuild it, then, in any of such events, Landlord may elect to terminate this Lease by Notice to Tenant given within ninety (90) days after such casualty specifying a date for the expiration of this Lease, which date shall not be more than sixty (60) days after the giving of such Notice, and upon the date specified in such Notice the Term shall expire as fully and completely as if such date were the date set forth herein as the Expiration Date. Tenant shall forthwith quit, surrender and vacate the Demised Premises (without prejudice, however, to any of Landlord's rights and remedies against Tenant under this Lease prior to such termination), and any Rent owing shall be paid by Tenant up to and including the date of such fire or other casualty.

Section 11.05 Unless Landlord shall serve a termination notice as provided in Section 11.04 hereof, Landlord shall make the repairs and restorations under the conditions of Sections 11.03 and 11.04 hereof to the extent of insurance proceeds received by it (plus any deductible), with all reasonable expedition, subject, however, to delays due to adjustment of insurance claims, labor troubles and other unavoidable delays. After any such casualty, Tenant shall cooperate with Landlord by removing from the damaged Demised Premises, as promptly as possible, all of Tenant's salvageable inventory and movable equipment, furniture and other property. Tenant's full liability for Rent shall resume five (5) days after notice from Landlord that the Demised Premises are substantially ready for Tenant's occupancy.

Section 11.06 Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty. Notwithstanding any of the foregoing provisions of this Article 11, if, by reason of some action or inaction on the part of Tenant or any of its employees, agents, licensees or contractors, either (i) Landlord shall be unable to collect all of the insurance proceeds applicable to damage or destruction or (ii) the Demised Premises shall be damaged or destroyed on account of fire or other casualty then, without prejudice to any other remedy which may be available against Tenant, the abatement of Rent provided for in this Article 11 shall not be effective.

Section 11.07 This Article 11 shall be considered an express agreement governing any case of damage to or destruction of the Demised Premises or any part thereof by fire or other casualty, and Section 227 of the Real Property Law of the State of New York (or any similar or successor provision) providing for such a contingency in the absence of such express agreement, and any other law of like import now or hereafter enacted, shall have no application in such case.

ARTICLE 12 **Condemnation**

Section 12.01 If at any time during the Term title to all or substantially all of the Demised Premises shall be taken by condemnation or by agreement between Landlord and those authorized to exercise such right of condemnation ("Condemnation"), this Lease shall terminate and expire on the date of such taking and Rent shall be apportioned and paid to the date of such taking. For the purposes of this Article 12, "substantially all" of the Demised Premises shall be deemed to have been taken if the portion of the Demised Premises not so taken cannot be repaired or reconstructed so as to constitute, in addition to the remainder of the Demised Premises, an economically feasible establishment by Tenant for the use specified in Section 4.01 hereof.

Section 12.02 In the event of the taking of less than all or substantially all of the Demised Premises, Landlord shall hold and disburse the net amount of such award received by it for restoration of the Demised Premises (if permitted under any ground lease or mortgage of which Landlord is a party). Any portion of the award remaining with Landlord after payment of such restoration shall be and remain the property of Landlord. If title to less than all or substantially all of the Demised Premises shall be taken as aforesaid, this Lease shall continue, but Rent thereafter payable by Tenant shall be apportioned and reduced from the date of such partial taking by an amount by which the area of the Demised Premises so taken bears to the entire area of the Demised Premises immediately prior to such taking.

Section 12.03 In the event that the Demised Premises, or any portion thereof, shall be taken by condemnation or by agreement between Landlord and those authorized to exercise such right of condemnation, Landlord shall be entitled to collect from such condemnor the entire award that may be made in such proceedings, without deduction therefrom for any estate hereby vested in or owned by Tenant. Tenant shall execute any and all documents that may be required in order to facilitate collection by Landlord of any and all such awards. Nothing contained in this Section 12.03 shall be deemed to prevent Tenant from making a claim for any of Tenant's leasehold improvements and trade fixtures or for Tenant's moving expenses if such claims will not result in a diminution of the award to which Landlord would otherwise be entitled.

Section 12.04 Tenant shall not be entitled to share in any award made in condemnation proceedings for consequential damages. In no event shall any consequential damages resulting from any condemnation reduce, abate or affect the Term or the liability of Tenant to pay Rent in full except as provided above.

ARTICLE 13 **Assignment and Subletting**

Section 13.01 Tenant shall not sell, assign, mortgage or otherwise transfer this Lease or its right, title and interest herein, nor sublet the Demised Premises or any portion thereof or permit the Demised Premises or any portion thereof to be used or occupied by any person or entity other than Tenant without the prior written consent of Landlord in each instance, which may be withheld in Landlord's sole and absolute discretion.

Section 13.02 If Tenant desires to sublease the Demised Premises or to assign this Lease, Tenant shall submit a request to Landlord for Landlord's consent to such subletting or assignment, which request shall be accompanied by the name and address of the proposed subtenant or assignee, a copy of the fully executed sublease or assignment (by its terms subject to Landlord's approval and providing that such occupant shall observe and perform all of the terms and provisions of this Lease on Tenant's part to be observed and performed), the nature and character of the business of the proposed subtenant or assignee and its proposed use of the Demised Premises, current financial information on the proposed subtenant or assignee and such other information as Landlord may request. Landlord shall have the option, within thirty (30) days of receipt of such request and information, to give notice to Tenant requiring Tenant to surrender all or a portion of such space to Landlord (with respect to a proposed assignment, to surrender all of the space, and with respect to a proposed sublease, to surrender such portion of the Demised Premises which Tenant proposed to demise under such sublease). In such event, Tenant shall deliver possession of such space in the same condition as Tenant is obligated to surrender the same as provided in Article 36 hereof; if Tenant surrenders the same as provided in Article 36 hereof, Tenant shall be released from all future obligations under this Lease with respect to that portion of the Demised Premises so surrendered to Landlord. In the event Landlord does not exercise its option to recapture any of the Demised Premises as provided in this Section 13.02 and consents to a proposed assignment or sublease, and Tenant fails to execute and deliver the assignment or sublease to which Landlord consented within thirty (30) days after the giving of such consent, then Tenant shall again comply with all of the provisions and conditions of this Section 13.02 before assigning this Lease or subletting all or any part of the Demised Premises. Landlord's consent to a proposed assignment or sublease shall be in its sole and absolute discretion.

Section 13.03 If Tenant's interest in this Lease is assigned, whether or not in violation of this Article 13, Landlord may collect rent from the assignee. If the Demised Premises are sublet to or occupied or used by any person other than Tenant, whether or not in violation of this Article 13, Landlord may collect rent from the subtenant, occupant or user. In either case, Landlord shall apply the net amount collected to Rent, but any such assignment, subletting, occupancy or use to or by any other party, whether with or without Landlord's prior consent, or any such collection or application, shall not be deemed a waiver of any term, covenant or condition of this Lease or the acceptance by Landlord of such assignee, subtenant, occupant or user as a tenant of the Demised Premises. The consent by Landlord to any assignment, subletting, occupancy or use shall not relieve Tenant from its obligation to obtain the express prior written consent of Landlord to any further assignment, subletting, occupancy, or use. The listing of any name other than that of Tenant on the Demised Premises or otherwise shall not operate to vest in the person so named any right or interest in this Lease or in the Demised Premises, or be deemed to constitute or serve as a substitute for any prior consent of Landlord required under this Article 13. The original named Tenant covenants that, notwithstanding any assignment, sublease, transfer, occupancy or use to or by any other party, whether or not in violation of the provisions of this Lease, and notwithstanding the acceptance of Rent by Landlord from an assignee, subtenant, transferee or other party, the original named Tenant shall remain fully liable for the payment of all Rent and for all other obligations of this Lease on the part of Tenant to be performed or observed.

Section 13.04 Any permitted sublease entered into by Tenant or by any person claiming through or under Tenant shall contain a provision providing that, if at any time during the term of such sublease the leasehold estate with regard to the Demised Premises shall terminate for any reason, at the election and upon demand of any owner of the Demised Premises, of any mortgagee in possession thereof or of any holder of a leasehold affecting the Demised Premises, the subtenant shall attorn to any such owner, mortgagee or holder upon the terms and conditions set forth therein for the remainder of the term of such sublease. Such agreement to attorn shall be self-operative, without requiring any further instrument to give effect to such provision; however, upon demand of any such owner, mortgagee, or holder, the subtenant shall execute, from time to time, an instrument in confirmation of the foregoing.

Section 13.05 If this Lease shall terminate by reason of Tenant's default, or if Landlord shall recover or come into possession of the Demised Premises before the Expiration Date for any reason or cause, Landlord, at its option, shall have the right to take over any and all leases, letting agreements or subleases of tenants or occupants of the Demised Premises or any portion thereof and, at its option, to have and succeed to all the rights and privileges as lessor of such leases, letting agreements and subleases or such of them as Landlord may elect to take over and assume. Tenant, upon any such termination or recovery of possession by Landlord, hereby expressly assigns, transfers and sets over unto Landlord such of the leases, letting agreements and subleases as Landlord may elect to take over and assume as may exist at the time of such termination or recovery of possession. Upon request of Landlord, Tenant shall execute, acknowledge and deliver to Landlord such further assignments and transfers as may be necessary, sufficient and proper to vest in Landlord the then existing leases, letting agreements and subleases of the Demised Premises as above specified. Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact, irrevocably, to execute any such further assignments and transfers in the event of Tenant's failure to do so.

Section 13.06 Any consent of Landlord to a subletting shall apply only to that given transaction, except as provided for in Section 13.02. Neither Landlord's consent to any subletting nor anything contained in this Article 13 shall be deemed to grant to any subtenant or other person claiming through or under Tenant the right to further sublet or occupy the Demised Premises or to permit the occupancy thereon by others.

Section 13.07 Notwithstanding anything to the contrary in this Article 13, Landlord and Tenant agree that (i) any increase in the rental value of the Demised Premises (defined as the sum of base rent plus all additional rent paid to Tenant or any person claiming through or under Tenant in connection with the subleasing of the Demised Premises or any portion thereof) over and above the total sum of Base Rent plus Additional Rent payable in accordance with the terms and conditions of this Lease, and (ii) any consideration paid to Tenant or to any person claiming through or under Tenant in connection with an assignment of the interest of Tenant in this Lease or the interest of any person claiming through or under Tenant under any sublease, shall accrue to the benefit of Landlord and not to the benefit of Tenant, of the creditors of Tenant or of any person claiming through or under Tenant. If Tenant or any person claiming through or under Tenant shall assign this Lease or sublet the Demised Premises, in whole or in part, Tenant shall pay to Landlord the Profit (hereinafter defined) received by Tenant or any person claiming through or under Tenant in connection with such assignment or subletting. The term "Profit" is defined as (i) all rentals paid by any subtenant or other occupant in connection with any subletting of the Demised Premises, or portion thereof, in excess of the sum of Base Rent plus Additional Rent payable by Tenant hereunder, or (ii) any consideration paid by an assignee in connection with any assignment of this Lease. In computing any Profit, there shall be deducted a reasonable brokerage commission, reasonable attorneys' fees and disbursements and reasonable advertising costs, if any, incurred by Tenant or any person claiming through or under Tenant in connection with such transaction. All sums payable hereunder shall be paid to Landlord as Additional Rent immediately upon receipt thereof by Tenant or by such other person and, if requested by Landlord, Tenant shall promptly enter into a written agreement with Landlord setting forth the amount of such sums to be paid to Landlord; however, neither Landlord's failure to request the execution of such agreement nor Tenant's failure to execute such agreement shall vitiate the provisions of this Section 13.07. For the purposes of this Section 13.07, a trustee, receiver or other representative of Tenant's or of any subtenant's estate under any federal or state bankruptcy act shall be deemed a person claiming through or under Tenant.

Section 13.08 There shall be deemed to be a prohibited assignment or sublease for the purposes of this Article 13 upon the direct or indirect (i) issuance or transfer of interests in Tenant (whether stock, partnership interests, interests in a limited liability company or otherwise) to a person or group of related persons, whether in a single transaction or in a series of related or unrelated transactions, in such quantities that control of Tenant (as it shall be constituted after giving effect to such issuance or transfer of interests in Tenant or the guarantor, as the case may be) shall have changed, or (ii) transfer of Tenant's right to use, occupy and/or operate any portion of the Demised Premises as set forth in this Lease.

As used in this Section 13.08, the word "control" (including the derivations of the word "control", such as "controlling", "controlled by" or "under common control with" or words of like import) shall mean (i) ownership of more than 50% of the outstanding voting capital stock of a

corporation or more than 50% of the beneficial interests of any other entity or (ii) the ability effectively to control or direct the business decisions of such corporation or entity.

Section 13.09 In advance of any sublease or assignment, Tenant shall add the subtenant or assignee as an additional insureds to its insurance policy and shall provide proof thereof to Landlord in advance of the occupancy of said subtenant or assignee.

Section 13.10 If Tenant assigns this Lease or subleases the Demised Premises without conforming to all of the terms and conditions of this Article 13, the proposed assignment or sublease shall be voidable at Landlord's option.

ARTICLE 14 **Bankruptcy**

Section 14.01 In the event a petition is filed by or against Tenant under the United States Bankruptcy Code, 11 U.S.C. §§101-1330, as amended, or any successor thereto (the "Bankruptcy Code"), Tenant, as debtor and debtor-in-possession, and any trustee who may be appointed, agree to adequately protect Landlord as follows: (i) to pay monthly in advance on the first day of each calendar month, as reasonable compensation for use and occupancy of the Demised Premises, an amount equal to all Base Rent and Additional Rent due pursuant to this Lease; (ii) to perform each and every obligation of Tenant under this Lease until such time as this Lease is either rejected or assumed by order of a court of competent jurisdiction; (iii) to determine, within sixty (60) days after the filing of such petition, whether to assume or to reject this Lease; (iv) to give Landlord at least thirty (30) days' prior notice, unless a shorter notice period is agreed to in writing by the parties, of any proceeding relating to any assumption of this Lease; (v) to give at least thirty (30) days' prior notice of any vacation or abandonment of the Demised Premises (any such vacation or abandonment to be deemed a rejection of this Lease); and (vi) to do all other things of benefit to Landlord otherwise required under the Bankruptcy Code. Tenant shall be deemed to have rejected this Lease in the event of its failure to comply with any of the foregoing obligations.

Section 14.02 If Tenant or a trustee elects to reject this Lease subsequent to the filing of a petition under the Bankruptcy Code, or if this Lease is otherwise rejected, Tenant shall immediately vacate and surrender possession of the Demised Premises.

Section 14.03 If Tenant or a trustee elects to assume this Lease subsequent to the filing of a petition under the Bankruptcy Code, Tenant, as debtor and as debtor-in-possession, and any trustee who may be appointed, agree as follows: (i) to cure each and every existing breach by Tenant within not more than ninety (90) days after the assumption of this Lease; (ii) to compensate Landlord for any actual pecuniary loss resulting from any existing breach, including, without limitation, Landlord's expenses and attorneys' fees incurred as a result of such breach (as determined by a court of competent jurisdiction) within ninety (90) days of this Lease; (iii) in the event of an existing breach, to provide adequate assurance of Tenant's future performance, including, without limitation, (1) the deposit of a sum equal to six (6) months' installments of Base Rent to be held to secure Tenant's obligations hereunder, (2) the production to Landlord of written documentation establishing that Tenant has sufficient present and anticipated financial ability to perform each and every obligation of Tenant hereunder and (3) such additional assurances, in form acceptable to Landlord, as may be required under any applicable provision of the Bankruptcy

Code; (iv) the assumption will not breach any provision of this Lease; and (v) the assumption will be subject to all of the provisions of this Lease unless the prior consent of Landlord is obtained.

Section 14.04 If Tenant assumes this Lease and proposes to assign the same pursuant to the provisions of the Bankruptcy Code to any person or entity who shall have made a bona fide offer to accept an assignment of this Lease on terms acceptable to Tenant, then notice of such proposed assignment setting forth (i) the name and address of such person, (ii) all the terms and conditions of such offer and (iii) the adequate assurances to be provided Landlord to assure such person's future performance under the Lease, shall be given to Landlord not later than twenty (20) days after receipt thereof by Tenant, but in any event not later than ten (10) days prior to the date that Tenant shall make application to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption, and Landlord shall thereupon have the prior right and option, to be exercised by notice to Tenant given at any time prior to the effective date of such proposed assignment, to accept an assignment of this Lease upon the same terms and conditions for the same consideration, if any, as the bona fide offer made by such person, less any brokerage commissions which may be payable out of the consideration to be paid by such person for the assignment of this Lease. The adequate assurance to be provided Landlord to assure the assignee's future performance under this Lease shall include, without limitation: (i) the deposit of a sum equal to four (4) months installments of Base Rent to be held to secure Tenant's obligations under this Lease; (ii) a written demonstration that the assignee meets all reasonable financial and other criteria of Landlord as did Tenant and its business at the time of execution of this Lease (including the production of the most recent audited financial statement of the assignee prepared by an independent certified public accountant); (iii) use of the Demised Premises in compliance with the terms of Section 4.01 of this Lease; and (iv) such additional assurances, in form reasonably acceptable to Landlord, as to all matters identified in any applicable provision of the Bankruptcy Code.

Section 14.05 Notwithstanding anything in this Lease to the contrary, and to the extent permitted by the Bankruptcy Code, this Lease may be terminated by Landlord by the sending of a notice to Tenant within a reasonable time after the happening of the commencement of a case in bankruptcy pursuant to any statute either of the United States or under the laws of any state naming Tenant as the debtor or the making by Tenant of any assignment or any other arrangement for the benefit of creditors under any state statute. Neither Tenant nor any person claiming through or under Tenant shall thereafter be entitled to possession of the Demised Premises, but shall forthwith quit and surrender the Demised Premises as provided herein. If this Lease shall be assigned in accordance with its terms, the provisions of this Article 14 shall be applicable only to the party then owning Tenant's interest in this Lease. In the event of the termination of this Lease, and to the extent permitted by the Bankruptcy Code, Landlord shall, as applicable, be entitled to recover from Tenant, as and for liquidated damages, an amount equal to the difference between Rent for the unexpired portion of the Term and the fair and reasonable rental value of the Demised Premises for the same period. In the computation of such damages, the difference between Rent becoming due after the date of termination and the fair and reasonable rental value of the Demised Premises for such period shall be discounted to the Expiration Date at the rate of seven percent (7%) per annum. If the Demised Premises or any portion thereof shall be re-let by Landlord for the unexpired Term, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall be deemed to be the fair and reasonable rental value of the part or the whole of the Demised Premises

re-let during the term of the re-letting. Nothing herein contained shall limit or prejudice the right of Landlord to prove for and obtain as liquidated damages, by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when such damages are to be proved, whether or not such amount be greater, equal to or less than the amount of the difference referred to above.

ARTICLE 15
Entry by Landlord

Section 15.01 In addition to Landlord's rights pursuant to Article 22 hereof, Tenant shall permit Landlord and/or any of Landlord's agents to enter the Demised Premises at all times without notice in the event of an emergency and upon twenty-four (24) hours' advance notice in all other cases, for the purposes of inspecting the same and making any necessary or desirable repairs, replacements and improvements thereto and performing any work therein. Nothing herein contained shall imply any duty upon Landlord to make any such repairs or do any such work, and performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to make or perform the same. If Tenant is not present to open and permit an entry into the Demised Premises, Landlord or Landlord's agents may enter the same in accordance with the terms of this Article 15 by keys given to Landlord by Tenant (or forcibly in case of emergency), provided reasonable care is exercised to safeguard Tenant's property, and such entry shall not render Landlord or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected. In the event Tenant changes any existing locks or keys to any entryways to the Demised Premises, Tenant shall provide a copy of replacement keys to Landlord at no cost to Landlord.

Section 15.02 Landlord, upon prior reasonable notice, shall have the right to enter the Demised Premises at all reasonable times during usual business hours for the purpose of showing the same to existing and prospective mortgagees and ground lessors or for any other business purpose and, at any time within six (6) months prior to the Expiration Date, for the purpose of showing the same to prospective tenants. Any right of entry under this Section 15.02 shall be exercised only after at least twenty four (24) hours' advance notice to Tenant.

Section 15.03 If, during the last month of the Term, Tenant shall have removed all or substantially all of Tenant's property therefrom, Landlord may immediately enter, alter, renovate or redecorate the Demised Premises without limitation or abatement of Rent, and without incurring liability to Tenant for any compensation, and such act shall have no effect on this Lease or on Tenant's obligations hereunder.

Section 15.04 Nothing contained in this Article 15 shall serve to amend or limit Landlord's access rights to the Demised Premises in accordance with the provisions of Article 22 hereof.

ARTICLE 16
Landlord's Right to Perform

If Tenant shall fail to make any payment or perform any act on its part to be made or performed hereunder, then Landlord, after ten (10) days' notice to Tenant (or without notice in the case of any emergency) and without waiving or releasing Tenant from any of its obligations

contained in this Lease, may (but shall not be under any obligation to) make any payment or perform any act on Tenant's part to be made or performed hereunder, and may enter upon the Demised Premises for any such purpose and take all such action therein as Landlord may deem necessary therefor; provided, however, that such action shall not be taken by Landlord (other than in compliance with any law which may not be delayed by Tenant pursuant to Article 6 hereof) when (i) the act required to be performed by Tenant cannot, by its nature, be completed within the period of ten (10) days after notice given by Landlord with respect thereto and (ii) prior to the expiration of such period, Tenant shall have commenced performance of such act and shall be prosecuting the same diligently to completion. Bills for expenses incurred by Landlord in connection with any such performance including, without limitation, any expenses and/or disbursements for any property, material, labor or services provided, furnished or rendered, including reasonable attorneys' fees and disbursements, together with interest thereon, shall be paid by Tenant as Additional Rent within twenty (20) days after Landlord's demand therefor.

ARTICLE 17 **Events of Default**

Section 17.01 Upon the occurrence of any one or more of the following events at any time during the Term (each being an "Event of Default"):

(a) Tenant shall fail to pay when due any installment of Base Rent or Additional Rent, and such failure shall continue for a period of seven (7) days following notice by Landlord; or

(b) Tenant shall fail to observe or perform any term, covenant or condition of this Lease on Tenant's part to be observed or performed (other than the covenant for the payment of Rent, as provided above) and the same shall remain uncured after twenty (20) days following notice by Landlord of such failure; provided, however, if such matter is of a nature that it cannot be remedied completely within such period of twenty (20) days and Tenant shall have commenced its cure of such failure within such period and/or shall thereafter diligently prosecute all steps necessary to remedy such failure to completion, such twenty (20) day period shall be extended for a reasonable period, but in no event to exceed sixty (60) days; or

(c) Tenant shall file a voluntary petition in bankruptcy or insolvency or shall be adjudicated a bankrupt or an insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law of any jurisdiction, or shall make an assignment for the benefit of creditors or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of itself or of all or any part of its property; or

(d) Within thirty (30) days after the commencement of any proceeding against Tenant, whether by the filing of a petition or otherwise, seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law of any jurisdiction, such proceeding shall not have been dismissed, or if, within thirty (30) days after the appointment of any trustee, receiver or liquidator of Tenant or of all or any part of its property, such appointment shall not have been vacated or otherwise discharged, or if any

execution or attachment shall be issued against Tenant or any of its property pursuant to which the Demised Premises shall be taken or occupied or attempted to be taken or occupied; or

(e) Tenant shall fail to take possession of the Demised Premises for a period of thirty (30) days after the delivery of the same by Landlord to Tenant or shall vacate, desert or abandon the Demised Premises during the Term for reasons other than temporary vacancy following fire or other casualty or partial condemnation and ordinary school breaks.

(f) If an Event of Default which remains uncured beyond any applicable grace period shall occur, Landlord shall serve Tenant a five (5) day notice of cancellation and termination of this Lease (“Default Termination Notice”). Upon the expiration of such five (5) day period, this Lease and the Term shall automatically and without any further action by anyone terminate, expire, and come to an end and expire, by the mere lapse of time, as fully and completely as if such expiration of such five (5) day period were the last day of the Term as originally set forth in this Lease. The passage of such five-day period constitutes the limit beyond which Tenant’s tenancy no longer exists. Upon the mere occurrence of the passage of five (5) days following Landlord’s notice, this Lease shall automatically expire by its express terms, and no re-entry or other act shall be necessary to terminate this Lease. Tenant shall then quit and surrender the Demised Premises to Landlord. Tenant shall, however, remain liable as this Lease provides. The termination of this Lease hereunder shall in no way limit Tenant’s liability under this Lease; except that all revenues derived from any reletting of the Demised Premises (or any portion thereof) by Landlord shall, after deducting the reasonable expenses actually incurred by Landlord directly in connection with such reletting by Landlord, be applied against the amounts otherwise becoming due and owing by Tenant to Landlord under this Lease. It is a conditional limitation of this Lease that the Term shall terminate and expire as set forth in this paragraph. This paragraph is intended to establish a conditional limitation and not a condition subsequent. Notwithstanding any such termination by Landlord, Tenant shall remain liable for damages pursuant to the provisions of Article 19 hereof.

Section 17.02 If, at any time, (i) Tenant shall be comprised of two or more persons, (ii) Tenant's obligations under this Lease shall have been guaranteed by any person, or (iii) Tenant's interest in this Lease shall have been assigned, the word “Tenant”, as used in Section 17.01 hereof shall mean any one or more of the persons primarily or secondarily liable for Tenant's obligations under this Lease. Any monies received by Landlord from or on behalf of Tenant during the pendency of any proceeding of the types described in such subsections (c) and (d) shall be deemed paid as compensation for the use and occupation of the Demised Premises, and the acceptance of any such compensation by Landlord shall not be deemed an acceptance of Rent or a waiver on the part of Landlord of any rights provided under the provisions of Section 17.01 hereof.

ARTICLE 18

Landlord’s Remedies

Section 18.01 If an Event of Default shall have occurred, upon the expiration of any notice and/or cure period provided in Section 17.01 hereof:

(a) Landlord and/or its agents may re-enter the Demised Premises following summary proceedings or by any other applicable action or proceeding and may repossess the Demised

Premises and dispossess Tenant and any other persons from the Demised Premises and remove any and all of their property and effects therefrom; and

(b) Landlord, at its option, may relet the Demised Premises from time to time, either in the name of Landlord or otherwise, to such tenant(s), for such term(s) ending before, on or after the Expiration Date, at such rental(s) and upon such other conditions (which may include concessions and free rent periods) as Landlord, in its discretion, may determine. Landlord shall have no obligation to relet the Demised Premises and shall not be liable for its refusal or failure to relet the same or, in the event of any such reletting, for its refusal or failure to collect any rent due upon such reletting, and no such refusal or failure shall operate to relieve Tenant of any liability under this Lease. Landlord, at its option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Demised Premises as Landlord, in its discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Lease.

Section 18.02 Tenant, on its behalf and on behalf of all persons claiming through or under Tenant, including all creditors, does further hereby waive any and all rights which Tenant and all such persons might otherwise have under any present or future law to redeem the Demised Premises, to re-enter or repossess the Demised Premises or to restore this Lease after (i) Tenant shall have been dispossessed by a judgment or a warrant of any court or judge, (ii) any re-entry by Landlord or (iii) any expiration or termination of this Lease and the Term, whether such dispossession, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Lease. The words "re-entry" and "re-entered" as used in this Lease shall not be deemed to be restricted to their technical legal meanings.

Section 18.03 In the event of a breach or threatened breach by Tenant or by any person(s) claiming through or under Tenant of any term, covenant or condition of this Lease on Tenant's part to be observed or performed, Landlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity (as if re-entry, summary proceedings and other special remedies were not provided in this Lease for such breach) directly against Tenant and/or such other person(s), jointly and/or severally, at Landlord's option. Landlord's right to invoke the remedies set forth herein are cumulative and shall not preclude Landlord from invoking any other remedy allowed at law or in equity. Tenant waives its right to bring a declaratory judgment action with respect to any provision of this Lease or with respect to any notice sent pursuant to the provisions of this Lease. Any breach of this paragraph shall constitute a breach of substantial obligations of the tenancy and shall be grounds for the immediate termination of this Lease. It is further agreed that in the event injunctive relief is sought by Tenant and such relief shall be denied, Landlord shall be entitled to recover the costs of opposing such an application, or action, including its attorney's fees actually incurred, it is the intention of the parties hereto that their disputes be adjudicated via summary proceedings.

Section 18.04 If the five (5) day termination notice provided for in Section 17.01 hereof shall have been given and this Lease shall be terminated, or if the Demised Premises shall be or become vacant, deserted or abandoned, then, in any of such events, Landlord may, without further notice and without liability to Tenant or to any occupants of any part of the Demised Premises, terminate all services to the Demised Premises which otherwise would have been required to be delivered or provided by Landlord as set forth in this Lease.

ARTICLE 19

Damages

Section 19.01 If this Lease and the Term shall terminate pursuant to the provisions of Article 17 hereof or by or under any summary proceeding or other action or proceeding, or if Landlord shall re-enter the Demised Premises pursuant to the provisions of Article 18 hereof or by or under any summary proceeding or other action or proceeding, then, in any of such events:

(a) Tenant promptly shall pay to Landlord all Rent payable by Tenant to the date upon which this Lease and the Term shall have terminated or to the date of re-entry upon the Demised Premises by Landlord, as the case may be.

(b) Tenant shall be liable immediately for and shall pay to Landlord in a lump sum, as damages, all Rent which would have been payable by Tenant had this Lease not so terminated, or had Landlord not so re-entered the Demised Premises, as the case may be; provided, however, that if Landlord shall relet the Demised Premises pursuant to the provisions of Section 18.01 hereof for any part of such period, Landlord shall credit Tenant with the net rents received by Landlord from such reletting (such net rents to be determined by deducting from the gross rents, as and when actually received by Landlord, all of Landlord's reasonable expenses in connection with the termination of this Lease, re-entry upon the Demised Premises and such reletting, including, without limitation, all repossession costs, brokerage commissions, work letter or other monetary concessions or contributions to be provided by Landlord for construction alterations or other improvements and rent lost due to a rent-free period concession provided to a new tenant, attorneys' fees and disbursements and other expenses of preparing the Demised Premises for such reletting). In the computation of such damages, the difference between any installment of Rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the Demised Premises for the period for which such installments are or were payable shall be discounted to the date of such election at the rate of seven percent (7%) per annum. If the Demised Premises or any part thereof shall be relet by Landlord for the unexpired Term, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such reletting shall be deemed to be the fair and reasonable rental value for the part of the Demised Premises so relet during the term of the reletting.

Section 19.02 In no event shall Tenant be entitled to any rents collected or payable under any reletting referred to in subsection (b) of Section 18.01 hereof, whether or not such rents shall exceed Rent. Nothing contained in this Lease shall be deemed to limit or preclude the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Landlord may be entitled, in addition to the damages set forth in Section 19.01 hereof.

Section 19.03 Notwithstanding any other provision of this Lease to the contrary, if this Lease is terminated on account of an Event of Default hereunder during the Term, then, in addition to all other liabilities of Tenant to Landlord, and remedies of Landlord, under this Lease and permitted by law, Tenant shall be obligated to pay to Landlord an amount equal to the unamortized total dollar amount of any free rent concession and any tenant work allowance heretofore granted by Landlord to Tenant hereunder, an amount equal to the unamortized portion of any brokerage commissions or fees paid by Landlord in connection with this Lease. All sums payable by Tenant

to Landlord pursuant to this Section 19.03 shall be (i) amortized on a straight-line basis over the Term, (ii) deemed as Additional Rent and (iii) due and payable by Tenant within twenty (20) days after demand therefor by Landlord.

Section 19.04 In the event of any losses which Landlord may sustain arising out of or by reason of Tenant's failure to provide and keep in force insurance as required pursuant to the provisions of Articles 8 and 10 hereof, Landlord's recovery shall not be limited to the amount of the premiums not paid or incurred by Tenant which would have been payable upon such insurance; instead, Landlord shall be entitled to recover the uninsured amount of any loss as damages for such breach to the extent of any deficiency in the insurance coverage required by this Lease. Any damages so recovered from Tenant (less any expenses incurred by Landlord in the collection of the same) shall be applied by Landlord as though such proceeds were the proceeds of the insurance policies required to be maintained by Tenant hereunder.

Section 19.05 If there shall be an Event of Default hereunder, then Tenant shall also be liable for all reasonable legal and other experts' fees and expenses paid or incurred by Landlord, whether directly or indirectly, in (i) having any court determine that this Lease is terminated, (ii) Landlord's recovering possession of the Demised Premises, (iii) Landlord's appearing in any court or (iv) Landlord's being a party to any appeal(s) from any such court's determination.

Section 19.06 All expenditures, obligations and/or sums paid by Landlord on behalf of Tenant or in connection with any default by Tenant in the performance or observance of any of the terms or provisions of this Lease, and all reasonable expenses, including, without limitation, all architects' and attorneys' fees and disbursements, whether or not for the instituting, prosecuting or defending of any action, incurred by Landlord in connection with the foregoing, together with interest thereon at a rate equal to five (5%) percent per annum above the then current prime or base rate charged by Citibank, N.A. or its successor, computed from the date of Landlord's making each such payment or incurring each such cost and expense, shall constitute Additional Rent and shall be paid by Tenant within five (5) days after Landlord's demand therefor.

Section 19.07 In any action or proceeding brought by Landlord against Tenant predicated on a default in the payment of Rent, Tenant shall not have the right to and shall not interpose any set-off or counterclaim of any kind whatsoever (other than a claim which would be legally barred for failure to raise as a counterclaim in such action or proceeding). If Tenant has any claim, Tenant shall be entitled only to bring an independent action therefor; and if such independent action is brought by Tenant, Tenant shall not be entitled to and shall not consolidate it with any pending action or proceeding brought by Landlord against Tenant for a default in the payment of Rent.

ARTICLE 20

No Waiver by Landlord

Section 20.01 The failure of Landlord to seek redress for breach or violation of, or to insist upon the strict performance of, any term, covenant or condition of this Lease on Tenant's part to be observed or performed shall not prevent a subsequent act or omission (which would have originally constituted a breach or violation of any such term, covenant or condition) from having all the force and effect of an original breach or violation. No provision of this Lease shall be

deemed to have been waived by Landlord unless such waiver shall be set forth in writing by Landlord.

Section 20.02 The receipt by Landlord of Rent with knowledge of the breach or violation by Tenant of any term, covenant or condition of this Lease on Tenant's part to be observed or performed shall not be deemed a waiver of such breach or violation. No payment by Tenant or receipt by Landlord of a lesser amount than the aggregate of all Rent payable hereunder shall be deemed to be other than on account of the first accruing of all such items of Rent then due, and no endorsement or statement on any check, no letter accompanying any check or other payment in any such lesser amount and no acceptance of any such check or other such payment by Landlord shall constitute an accord and satisfaction. Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance of Rent or to pursue any other legal remedy.

ARTICLE 21

Utilities

Section 21.01 Commencing on the Rent Commencement Date, Tenant shall be responsible, through the transmission facilities presently installed in the Demised Premises, for gas, electricity, oil, water, sewer and all other required utilities for its use in the Demised Premises. Tenant shall pay, as Additional Rent, one hundred percent (100%) of all gas, electricity, oil, water, sewer, and all other utility charges incurred at the Demised Premises during the Term. Landlord shall not be liable or responsible to Tenant in any way for any loss, damage or expense, including consequential damages, which Tenant may sustain or incur by reason of any failure, inadequacy, defect or change in the character, quantity or supply of gas or electric energy or water furnished to the Demised Premises, or any interruption in providing gas and electric energy to the Demised Premises for any reason whatsoever.

Section 21.02 Gas, electrical, water and sewer service shall be furnished to Tenant by means of the then existing building systems' utility lines, feeders, risers and wiring to the extent that the same are available, suitable and safe for such purposes. All new or existing meters, additional panel boards, feeders, risers, wiring and other conductors or equipment which may be required or utilized to obtain gas and electric energy directly from such public utility company shall be installed and maintained by a licensed plumber or electrician (as the case may be) and paid for by Tenant. Any and all installations made pursuant to the foregoing shall be and at all times remain the property of Landlord.

Section 21.03 Tenant shall make no alterations or additions to the electrical distribution system, equipment and/or appliances in the Demised Premises without obtaining the prior consent of Landlord in each instance, which consent shall not be unreasonably withheld, conditioned or delayed. At all times, Tenant's use of electric current shall not exceed the capacity of existing feeders, risers or wiring in or to the Demised Premises. Any and all installations made by Tenant pursuant to this Section 21.03 shall be and at all times remain the property of Landlord.

Section 21.04 If either the quantity or character of the electrical service is changed by the utility company supplying electrical service to the Demised Premises or is no longer available or suitable for Tenant's requirements, no such change, unavailability or unsuitability shall constitute

an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of the Base Rent or Additional Rent, or relieve Tenant from any of its obligations under this Lease or impose any liability upon Landlord or its agents, by reason of inconvenience or annoyance to Tenant, or injury to or interruption of Tenant's business or otherwise. The foregoing arrangement shall also apply to the cost for electricity consumed by Tenant to operate its supplemental air conditioning unit(s), if any.

ARTICLE 22 **Landlord's Access Rights**

Section 22.01 Landlord shall not be required to remit to Tenant any fee or payment in connection with the access rights granted to Landlord under this Article 22.

Section 22.02 Landlord shall have the exclusive right to access and use (i) the cafeteria all day Saturdays and Sundays and (ii) all classrooms in the Demised Premises on Sundays for religious education classes (collectively, the "Parish Use"). Landlord shall be permitted to place metal cabinets in each classroom to store supplies used in connection with its religious education classes. Notwithstanding the foregoing, Tenant reserves the right to request from Landlord the right, with reasonable advance notice, for occasional use of the cafeteria on weekends for special programming, and Landlord agrees to reasonably cooperate in granting such access and use provided that such Tenant-requested use does not conflict with any pre-scheduled Parish Use.

Section 22.03 Landlord shall have the right to use the cafeteria located in the lower level of the School Building one (1) weekday evening per week after 6:00 P.M. to hold meetings and other parish and community related events, and Landlord shall endeavor to provide Tenant with written notice of such weekday reasonably in advance of such use. Landlord reserves the right to request from Tenant the right for occasional use of the Demised Premises on additional weekday evenings for religious education classes and other parish and community related events and programming upon reasonable advance prior written notice to Tenant, and Tenant agrees to reasonably cooperate in granting such access and use provided that such requested use does not conflict with the School's pre-scheduled programming during Tenant's Access Hours. To promote reasonable cooperation between the parties with respect to the requests for use of the cafeteria by Tenant during the Parish Use and requests for use of the Demised Premises by Landlord during Tenant's Access Hours as set forth in Section 22.02 and this Section 22.03, prior to the commencement of each academic year, (i) Landlord shall provide Tenant with a calendar of its proposed schedule of anticipated uses of the Demised Premises that are expected to occur on weekday evenings (and other than the Parish Use described above) for that academic year and (ii) Tenant shall provide Landlord with a calendar of its proposed schedule of anticipated uses of the cafeteria outside of Tenant's regular school hours (6:00 A.M. to 6:00 P.M.) on weekdays and Tenant's Access Hours on Saturdays for that academic year. Each party shall give the other party reasonable advance notice of any changes to their respective calendars.

Section 22.04 Notwithstanding anything contained herein to the contrary, Landlord shall have the right during the Term to periodically review the specific needs of its Landlord's religious education classes and parish/community related programs as they relate to requiring access to the Demised Premises for the purposes provided for herein. In regard to the aforesaid periodic reviews, Tenant agrees not to unreasonably withhold, delay or condition its consent to amend,

modify or reasonably expand the days and times for use of the Demised Premises if required to properly service the needs of Landlord's religious education classes and parish and community related programs provided such requested use does not conflict with Tenant's programming.

ARTICLE 23
Real Estate Taxes

Section 23.01 Landlord hereby represents to Tenant that the Demised Premises are currently exempt from Taxes, except for sewer taxes assessed by the City of New Rochelle and Westchester County ("Sewer Taxes"). Tenant shall be responsible paying, as Additional Rent, 100% of the Sewer Taxes on the Demised Premises during the Term. In the event the Demised Premises are restored to any other tax rolls as a result of Tenant's use and occupancy, Tenant shall pay, as Additional Rent, all Taxes as they become due, as provided more fully below. For purposes of this Article 23, "Taxes" shall mean all real estate taxes, assessments, sewer rentals, county taxes or any other governmental charges, whether federal, state, city, county or municipal, and whether general or special, ordinary or extraordinary, foreseen or unforeseen, which may now or hereafter be levied, imposed or assessed against the Demised Premises. In the event of a future change in the method of taxation, any franchise, income, profit or any other charge which shall be levied, imposed or assessed against such real property in substitution in whole or in part for or in lieu of any tax, assessment or other charge which would otherwise constitute Taxes under the foregoing provisions of this subsection, shall be deemed to be Taxes for the purpose hereof.

Section 23.02 Landlord shall submit to Tenant true copies of the bills for Taxes for any taxable period included within the Term within fifteen (15) days of Landlord's receipt of same. To the extent that the tax bill is for a tax parcel that includes the Demised Premises and other lands of Landlord (that are not otherwise tax exempt), Landlord shall also provide, upon Tenant's request, a statement showing Tenant's proportionate share of such Taxes and the method used to reasonably calculate such share. Tenant shall pay all Taxes on the Demised Premises directly to the taxing authority on or before the date such taxes are due. If Tenant fails to make any payment of Taxes within six (6) months of the date due, Landlord may pay such Taxes on Tenant's behalf and demand Tenant's reimbursement of such payment as Additional Rent in accordance with Section 3.04 hereof. Tenant shall be solely responsible for any interest and/or penalties incurred as a result of a late or insufficient payment made by Tenant.

Section 23.03 The amount of Taxes payable each tax year occurring within the Term or any renewal or extension thereof, or any period of retention of possession by Tenant as a hold-over or otherwise, shall be the amount thereof as is finally determined by legal proceedings. Tenant shall have the right to commence, at its own expense, legal or other proceedings to obtain a reduction in Taxes and Landlord agrees to reasonably cooperate in making all necessary applications or filings to seek such reduction. Nothing herein contained shall obligate Landlord or Tenant to make application for, or otherwise commence legal or other proceedings to obtain, a reduction in Taxes. All attorneys' fees and other expenses incurred by either party in seeking a reduction of Taxes shall be the sole responsibility of such party. In no event shall (i) any reduction in Taxes result in a decrease in the total amount of the Base Rent payable under this Lease or (ii) any such adjustment be chargeable against any other item of Additional Rent.

Section 23.04 Any payment of Taxes due under this Article 23 for any period occurring within the Term or any renewal or extension hereof, or any period of retention of possession by Tenant as a hold-over or otherwise, for less than the full period covered by such tax bill occurring at the commencement or expiration of the Term shall be apportioned so that Tenant shall pay only that portion thereof which corresponds with its period of occupancy in the Demised Premises.

Section 23.05 Tenant's obligation to pay any amount as provided in this Article 23 shall survive the Expiration Date.

ARTICLE 24 **Tenant Approvals**

This Lease is contingent upon Tenant obtaining, on or before June 30, 2026, all approvals, consents, permits and authorizations required from all applicable governmental authorities having jurisdiction over Tenant and its proposed use of the Demised Premises necessary for Tenant to lawfully operate the School at the Demised Premises, including, but not limited to, a certificate of occupancy issued by the New York State Education Department (collectively, the "Tenant Approvals"). Following the Effective Date, Tenant agrees to use commercially reasonable efforts to apply for and diligently pursue the Tenant Approvals. In the event Tenant has not obtained all Tenant Approvals on before June 30, 2026, Tenant shall have the right to terminate this Lease by delivering written notice thereof no later than June 30, 2026, whereupon this Lease shall be of no further force or effect, and the Security shall be refunded to Tenant within ten (10) days.

ARTICLE 25 **Parking Area**

Section 25.01 During the Term of this Lease, except as set forth below, Tenant is hereby granted (i) an exclusive license by Landlord for use of the parking lot and paved areas surrounding the School Building, as shown on Exhibit C attached hereto (the "Parking Area"), for passenger vehicles ("Vehicles") on Mondays through Fridays from 7 A.M. to 4 P.M. ("Exclusive Parking Hours") and (ii) a non-exclusive license by Landlord for use of the Parking Area for Vehicles outside of the Exclusive Parking Hours except on Sundays, which is reserved exclusively for Parish Use (the "Approved Activity"). Notwithstanding the foregoing, Landlord may request from Tenant the occasional right to use a portion of the Parking Area during Tenant's Exclusive Parking Hours in connection with Landlord's church and parish-related events. Landlord shall provide Tenant with reasonably advance written notice of such events and Tenant shall use reasonable efforts to accommodate Landlord's use requests provided they do not interfere with Tenant's needs. If Tenant is unable to accommodate Landlord's request in whole or in part, then Landlord and its employees, staff, guests and invitees shall have the right to park in the Field during the event and Tenant and the School shall be prohibited from using the Field during the event. The license to park Vehicles, at each Vehicle owner's sole risk, is granted solely to Tenant's faculty, staff and invitees and shall be exercised in common with Landlord's right to continue to use the Parking Area during the Term as set forth above. The access to the Parking Area under this license shall be restricted as provided for below. Tenant shall comply with all reasonable rules or regulations adopted by Landlord with regard to the Approved Activity. Landlord and Tenant hereby agree that no commercial vehicles shall park in or use the Parking Area, with the exception of school buses or special vehicles used in connection with student pick-up and/or drop-off.

Notwithstanding the foregoing, no commercial vehicles, including school buses or special vehicles, may park overnight on the Parking Area, and Tenant shall cause its staff, employees, contractors and agents to comply with the foregoing.

Section 25.02 Tenant shall comply with all Applicable Laws, including, without limitation, all applicable federal, state and local health and safety laws in connection with the Approved Activity. Tenant shall not use the Parking Area at any time other than as provided in Section 25.01 without Landlord's prior written consent, nor for any purpose other than the Approved Activity. Nothing in this Article 25 is intended to create any third party rights or confer such rights upon any person or entity. Landlord shall not be responsible or liable for securing the Parking Area or for any loss or damage sustained by any Vehicle in, or the theft of any Vehicle from, the Parking Area. The cost of maintaining the Parking Area and of any necessary repairs thereto shall be borne by Landlord and Tenant, equally, provided, however, that if any repairs are necessitated by the negligence of Tenant, the cost of any necessary repairs shall be borne solely by Tenant.

ARTICLE 26 **Inability to Perform**

This Lease and the obligation of Tenant to pay Rent and to perform all of its other covenants and agreements hereunder shall not be affected, impaired or excused, nor shall Landlord have any responsibility or liability to Tenant if Landlord is unable to fulfill any of its obligations under this Lease or to supply (or is delayed in supplying) any service expressly or impliedly to be supplied hereunder or to make (or is delayed in making) any repair or alteration, by reason of any unavoidable delays including, without limitation, governmental preemption in connection with a national emergency or by reason of any rule, order or regulation of any department or any governmental agency or by reason of the conditions of supply and demand or when, in Landlord's judgment, temporary interruption of such services is necessary by reason of accident, mechanical breakdown, repairs, alterations or improvements. Landlord shall be under no obligation to employ overtime labor in order to satisfy any of Landlord's obligations under this Lease.

ARTICLE 27 **Failure to Give Possession**

If Landlord is unable to give possession of the Demised Premises to Tenant on or before the Commencement Date because of the holding-over or retention of possession of any tenant, undertenant or occupant, or for any other reason, Landlord shall not be subject to any liability therefor and the validity of this Lease shall not be impaired under such circumstances, nor shall the same be construed to extend the Term, but Rent shall be abated (provided Tenant is not responsible for the inability to obtain possession) until after Landlord shall have given Tenant notice that the Demised Premises is available for Tenant's occupancy. If permission is given to Tenant to enter into possession of the Demised Premises or to occupy premises other than the Demised Premises prior to the Commencement Date, Tenant covenants that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this Lease except as may otherwise be agreed. The provisions of this Article 27 are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

ARTICLE 28
Indemnification

The fullest extent permitted by law, Tenant shall indemnify and hold Landlord, the Archdiocese of New York and the Archbishop of New York, and each of their respective trustees, officers, directors, successors and assigns (collectively, the “Indemnitees”), harmless from and against all claims, losses, costs, expenses, liabilities, obligations, penalties, fines and damages, including, without limitation, attorneys’, architects’ and engineers’ fees and disbursements, which may be imposed upon, incurred by or asserted against Landlord in connection with or arising from (i) any default by Tenant in the observance or performance of any of the terms, covenants or conditions of this Lease on Tenant’s part to be observed or performed, (ii) Tenant’s use or occupancy, manner of use or occupancy or the non-use, condition, operation or management of the Demised Premises or common space adjacent thereto or (iii) any act, omission or negligence of Tenant or any persons claiming through or under Tenant, or any of their contractors, agents, servants, employees, visitors or licensees including, without limitation, persons in the making or performing of any Alterations (including any environmental remediation) or other work of or for Tenant. If any action or proceeding shall be brought against Landlord based upon any of the foregoing matters, Tenant, upon notice from Landlord, shall cause such action or proceeding to be defended at Tenant’s expense by counsel acting for Tenant or Tenant’s insurance carriers in connection with such defense or by other counsel reasonably satisfactory to Landlord.

ARTICLE 29
Property Loss, Etc.

Neither (i) the performance by Landlord (to the extent required hereunder), Tenant or others of any repairs or Alterations in or to the Demised Premises, nor (ii) the failure of Landlord or others to make any such repairs or Alterations, nor (iii) any damage to the Demised Premises or the loss of or damage to the property of Tenant by theft or otherwise, or any injury to any persons or property resulting from any cause whatsoever, nor (iv) any damage caused by other persons in, upon or about the Demised Premises or caused by operations in construction of any private, public or quasi-public work, nor (v) any latent defect in the Demised Premises, nor (vi) any temporary or permanent closing, darkening or bricking up of any windows of the Demised Premises for any reason whatsoever including, without limitation, the erection or alteration of any building on adjoining property, nor (vii) any inconvenience or annoyance to Tenant as a result of the occurrences referred to in the foregoing items (i) through (vi) shall constitute an actual or constructive eviction, in whole or in part, entitle Tenant to any abatement or diminution of Rent, relieve Tenant from any of its obligations under this Lease or impose any liability upon Landlord, other than such liability as may be imposed upon Landlord by law for Landlord’s negligence.

ARTICLE 30
Landlord’s Liability

Tenant shall look solely to the estate and interest of Landlord in the Demised Premises for the collection of any judgment recovered against Landlord based upon the breach by Landlord of any of the terms, covenants and conditions of this Lease on the part of Landlord to be performed, and no other property or assets of Landlord or any member thereof shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant’s remedies under or with

respect to this Lease, the relationship between Landlord and Tenant hereunder or Tenant's use and occupancy of the Demised Premises. Neither the Archdiocese itself, nor the trustees, directors and/or officers of Landlord or the Archdiocese, shall be liable for the performance of Landlord's obligations under this Lease.

ARTICLE 31
Conveyance By Landlord

In the event Landlord shall convey, transfer or otherwise dispose of its interest in the Demised Premises or in this Lease, such conveyance or transfer shall be made subject to this Lease. Provided the transferee expressly agrees to assume all liabilities and obligations of Landlord under this Lease, all liabilities and obligations on the part of Landlord shall terminate upon such conveyance or disposal, and thereupon all such liabilities and obligations shall be binding upon any such transferee. Upon any such transfer, the transferee shall become "Landlord" hereunder and, by accepting such interest, the transferee shall be deemed to have assumed such obligations.

ARTICLE 32
Subordination and Certificates

Section 32.01 This Lease and all rights of Tenant hereunder are, and shall remain, subject and subordinate in all respects to any mortgage(s) and ground or underlying lease(s) affecting the Demised Premises, and to all renewals, modifications, replacements and extensions thereof. The provisions of this Section 32.01 relating to subordination shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, however, Tenant shall execute and deliver promptly any certificate or other instrument, which Landlord or any mortgagee or ground or underlying lessee may reasonably request.

Section 32.02 At the request of Landlord, Tenant shall execute and deliver promptly any instrument requested by Landlord for the benefit of any mortgagee in which Tenant shall covenant with such mortgagee that Tenant shall not (i) enter into any agreement to cancel or modify this Lease without the prior approval of such mortgagee and (ii) take any action or institute any proceeding against Landlord to cancel or modify this Lease without giving to such mortgagee at least thirty (30) days' prior notice of such action or proceeding, except that such instrument shall not apply to any modifications of this Lease provided presently herein, and any such instrument may so state.

Section 32.03 If, in connection with the obtaining of financing regarding the Demised Premises, any lending institution shall request reasonable modifications of this Lease as a condition of such financing, Tenant covenants that it shall not unreasonably withhold or delay its consent to such modifications, provided that such modifications do not increase the obligations, or materially and adversely affect the rights, of Tenant under this Lease.

Section 32.04 Tenant, at any time and from time to time upon not less than ten (10) days' prior request from Landlord, shall execute, acknowledge and deliver a statement certifying: (i) that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect (or specifying the ground for claiming that this Lease is not in force and effect); (ii) the date to which Rent has

been paid; (iii) the amount of any Security; (iv) that Tenant is in possession of the Demised Premises; (v) that Tenant is paying Rent on a current basis with no offsets, defenses or claims, or specifying the same if any are claimed; (vi) that, to Tenant's knowledge, there are no uncured defaults on the part of Landlord or Tenant which are pertinent to the request, or specifying the same if any are claimed; and (vii) such other matters as Landlord may reasonably request, or as may be requested by Landlord's current or prospective mortgagee(s), ground lessor(s), insurance carriers, auditors and prospective purchasers (and including a comparable certification statement from any subtenant respecting its sublease). Any such statement may be relied upon by any of such parties. If Tenant shall fail to execute and return such statement within the time required herein, Tenant shall be deemed to have agreed with the matters set forth therein and Landlord, acting in good faith, shall be authorized as Tenant's agent and attorney-in-fact to execute such statement on behalf of Tenant (which shall not be in limitation of Landlord's other remedies hereunder).

ARTICLE 33
Excavation and Shoring

If any excavation shall be made or contemplated to be made for building or for other purposes upon property or streets adjacent to or nearby the Demised Premises, Tenant, at Tenant's option, either shall (i) afford to the person(s) causing or authorized to cause such excavation the right to enter upon the Demised Premises for the purpose of doing such work as such person(s) and Landlord shall consider to be necessary for the preservation of the walls or structures of the Demised Premises from injury or damage and to support the same by proper foundations or (ii) at its expense, do or cause to be done all such work as may be necessary to preserve any of the walls or structures of the Demised Premises from injury or damage and to support the same by proper foundations. By reason of any such excavation or work, Tenant shall not have any claim against Landlord for damages or indemnity or for suspension, diminution, abatement, setoff or reduction of Rent.

ARTICLE 34
Vault Space

No vaults, vault space or area, whether enclosed or covered, not within the property line of the Demised Premises is leased hereunder, anything contained in or indicated on any sketch, blueprint or plan or anything contained elsewhere in this Lease to the contrary notwithstanding. Landlord makes no representation as to the location of the property line of the Demised Premises. All vaults and vault space and all such areas not within the property line of the Demised Premises, which Tenant may be permitted to use and/or occupy, are to be used and/or occupied under a revocable license, and if any such license shall be revoked, or if the amount of such space or area shall be diminished or required by any federal, state or municipal authority or public utility, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of Rent, nor shall such revocation, diminution or requisition be deemed a constructive or actual eviction. Any tax, fee or charge of municipal authorities for such vault or area shall be paid by Tenant.

ARTICLE 35
Asbestos Abatement

Tenant has examined the Demised Premises and agrees to take the same “as is”, it being agreed and understood that Landlord shall be under no obligation to incur any cost or expense in connection with the abatement of any asbestos containing materials (“ACM”). Tenant covenants and agrees to abate and properly dispose of any ACM located in the Demised Premises in the event any federal, state or local law requires such abatement by reason of the performance of any Alterations, including Tenant’s Initial Alterations, by Tenant and/or in conjunction with the permissible use of the Demised Premises and deliver to Landlord an ACP-5 certificate covering any proposed Alterations which may affect such ACM. Any ACM abatement must be performed by accredited and licensed contractors reasonably approved by Landlord, and all contracts with such contractors shall expressly provide that Landlord is a third party beneficiary of such contract. Tenant further covenants and agrees to defend, indemnify and save Landlord harmless from and against all liabilities, obligations, damages, penalties, claims, costs and expenses (including, without limitation, attorneys’ fees and disbursements) paid, suffered or incurred by Landlord in connection with the ACM abatement performed by Tenant or its contractors in accordance with the provisions of this Section.

ARTICLE 36
Surrender of the Demised Premises

Section 36.01 On the Expiration Date, Tenant shall surrender and deliver the Demised Premises into the possession and use of Landlord without delay and in good order, condition and repair, reasonable wear and tear, and damage and other casualty (to the extent not required to be repaired by Tenant hereunder) excepted, and free and clear of all liens and encumbrances created, or suffered to be created, by Tenant.

Section 36.02 All fixtures, paneling, partitions, railings and like installations, installed in the Demised Premises at any time either by Tenant or by Landlord on Tenant’s behalf, shall remain upon and be surrendered with the Demised Premises on the Expiration Date, unless Landlord, upon written notice delivered to Tenant at least ninety (90) days prior to the end of the Term, requires removal of such installations and restoration of the Demised Premises to the condition immediately preceding the Commencement Date. Tenant shall not have any claim to any benefit, any increase in rental value or any reimbursement for its costs relating to any Alterations upon the surrender of the Demised Premises on the Expiration Date.

Section 36.03 Where furnished by or at the expense of Tenant or its subtenant(s), items of furniture, trade fixtures and business equipment (not constituting part of the Demised Premises) shall be removed by Tenant from the Demised Premises at or prior to the Expiration Date, provided, however, that the removal thereof shall not cause any damage to any portion of the Demised Premises. Landlord’s cost of repairing such damage, if any, shall be deemed Additional Rent and shall be paid by Tenant within seven (7) days after Landlord’s demand therefor.

Section 36.04 Any property which shall remain in, at or on the Demised Premises after the Expiration Date may be deemed by Landlord to have been abandoned by Tenant or by its subtenant(s). Such property may be retained by Landlord as its property or may be disposed of,

without accountability or liability, in such manner as Landlord deems appropriate at Tenant's expense (such expense to be deemed Additional Rent and shall be paid by Tenant within five (5) days after Landlord's demand therefor).

Section 36.05 No act or thing done by Landlord or Landlord's agents during the Term shall be deemed an acceptance of a surrender of the Demised Premises or of any remaining portion of the Term, and no agreement to accept such surrender shall be valid, unless in writing signed by Landlord. No employee of Landlord or Landlord's agent(s) shall have any power to accept the keys to the Demised Premises prior to the Expiration Date, and the delivery of keys by Tenant to any such agent or employee shall not operate as a termination of this Lease or a surrender of the Demised Premises.

Section 36.06 Tenant expressly waives any right, which Tenant may have under the provisions of the New York Civil Practice Law and Rules and of any successor law of like import then in force in connection with any holdover summary proceedings which Landlord may institute to enforce the provisions of this Article 36.

Section 36.07 The provisions of this Article 36 shall survive the Expiration Date.

ARTICLE 37 **Holdover**

Section 37.01 In the event Tenant remains in possession of the Demised Premises after the Expiration Date without the execution of a new lease or extension agreement (TIME BEING OF THE ESSENCE with respect to the Expiration Date), Tenant shall be liable to Landlord for: (i) all losses and damages which Landlord may incur by reason of such hold-over including, without limitation, attorneys' fees and disbursements and lost opportunities (and/or new leases) by Landlord to re-let the Demised Premises (or any part thereof), and Tenant shall indemnify Landlord against all claims made by any succeeding tenants against Landlord or otherwise arising out of or resulting from Tenant's failure timely to surrender and vacate the Demised Premises on the Expiration Date in accordance with the provisions hereof; and (ii) a per diem use and occupancy in respect of the entire Demised Premises calculated with respect to an annual rate equal to the greater of (x) two hundred (200%) percent of the Base Rent plus the Additional Rent payable hereunder for the last year of the Term or (y) the then fair market rental value of the Demised Premises, as determined by Landlord (either of which amounts Landlord and Tenant agree is fair and reasonable under the circumstances and is not, and shall not be deemed to be, a penalty). Tenant shall also be liable to Landlord for any payment or rent concession made or provided by Landlord to any new tenant for all or any part of the Demised Premises in order to induce such tenant not to terminate its lease with Landlord by reason of Tenant's holding-over (including, without limitation, any holdover expenses, rent, damages or liability which shall be borne by the new tenant with respect to its then-existing lease and premises at another building). In no event shall any provision hereof be construed as permitting Tenant to hold-over in possession of the Demised Premises, or any portion thereof, after the Expiration Date. All damages to Landlord by reason of such holding-over by Tenant may be the subject of a separate action and need not be asserted by Landlord in any summary proceedings against Tenant.

Section 37.02 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 successor law of like import then in force) in connection with any holdover summary proceedings which Landlord may institute to enforce the foregoing provisions of this Article 37. Anything in this Article 37 to the contrary notwithstanding, the acceptance of any Rent paid by Tenant pursuant to this Article 37 shall not preclude Landlord from commencing and prosecuting a holdover or summary eviction proceeding, and the preceding sentence shall be deemed to be an “agreement expressly providing otherwise” within the meaning of Section 232-c of the New York Real Property Law (and of any successor statute of similar import then in force).

ARTICLE 38 **Quiet Enjoyment**

Upon paying Rent and upon observing and performing all the terms, covenants and conditions of this Lease on Tenant’s part to be observed and performed, Tenant shall quietly have and enjoy the Demised Premises during the Term without hindrance or molestation by anyone claiming by, through or under Landlord, subject, however, to the exceptions, reservations and conditions of this Lease including, without limitation, the mortgages and leases referred to in Article 32 hereof.

ARTICLE 39 **Security Deposit**

Section 39.01 At the time of the execution and delivery of this Lease, Tenant shall deposit with Landlord three (3) months of Base Rent, to wit, the sum of \$106,250.00 (the “Security”) in the form of cash payment as security for the faithful observance and performance by Tenant of each of the terms, covenants and conditions of this Lease on Tenant’s part to be observed and performed. In the event Tenant defaults in the observance or performance of any such term, covenant or condition including, without limitation, the covenant for the payment of Base Rent or Additional Rent, Landlord may use, apply or retain the whole or any part of the Security to the extent required for the payment of any sum with respect to which Tenant is in default, or for the payment of any sum which Landlord may expend or incur, or has expended or incurred, because of Tenant’s default in the observance or performance of any such term, covenant or condition. If Landlord uses, applies, or retains the whole or any part of the Security, Tenant, within five (5) days after Landlord’s demand therefor, shall deliver to Landlord the sum necessary to maintain the Security at its then required amount. The Security or any remaining portion thereof then held by Landlord shall be returned to Tenant within twenty (20) days after: (i) the Expiration Date; (ii) delivery of the entire possession of the Demised Premises to Landlord as herein provided; (iii) payment by Tenant for any costs of repairs or restoration required to be made or paid by Tenant pursuant to the provisions of this Lease; and (iv) payment by Tenant of any other sum or charge required to be made or paid to fully discharge Tenant’s obligations under this Lease or Landlord’s deduction for the costs provided for in subsections (iii) and (iv) hereunder.

Section 39.02 In the event of a sale or other transfer of the Demised Premises or of Landlord’s interest in this Lease, Landlord shall transfer the Security then held to the transferee and thereupon shall be released from all liability for the return of the Security. Tenant shall look

solely to the transferee for the return of the Security and the provisions of this Section 39.02 shall apply to every sale or transfer of the Demised Premises and to every transfer or assignment made of the Security. Any transferee shall be deemed to have agreed that the Security transferred to it shall be held in trust for the purposes of this Article 39.

Section 39.03 Tenant shall not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, the Security, and Landlord shall not be bound by any such attempted assignment, mortgage or encumbrance. Landlord shall not be required to exhaust its remedies against Tenant before having recourse to the Security or any other security held by Landlord, and such recourse shall not affect any remedies of Landlord which are provided in this Lease or which are available at law or in equity.

ARTICLE 40 **Renewal Option**

Section 40.01 Provided this Lease is in full force and effect on such date, and an Event of Default has not otherwise occurred and continuing beyond any applicable notice and cure period, Tenant shall have the right by written notice (a “Renewal Notice”) given to Landlord to extend the Term of this Lease for a one (1) year period commencing on July 1, 2029 and expiring on June 30, 2030 (the “Renewal Option Period”), upon the terms and conditions set forth in this Article 40. In the event Tenant elects to extend the Term of this Lease as provided herein, the Expiration Date shall be extended to the last day of the Renewal Option Period, and the Term shall be deemed to include the Renewal Option Period. Tenant shall deliver the Renewal Notice to Landlord no later than nine (9) months prior to the initial Expiration Date.

Section 40.02 During the Renewal Option Period, Landlord and Tenant shall be bound by all of the terms, covenants and conditions of this Lease except the annual Base Rent shall be \$464,408.975 per annum, payable in equal monthly installments of \$38,700.74.

Section 40.03 Tenant shall have no right to extend or renew this Lease beyond the Renewal Option Period.

Section 40.04 Time shall be of the essence in Tenant’s giving the Renewal Notice and may not be extended or abbreviated for any reason.

ARTICLE 41 **Waiver of Trial by Jury**

In the interest of obtaining a speedier and less costly hearing of any dispute, Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other arising out of or relating to this Lease, the Demised Premises (including, without limitation, the relationship of Landlord and Tenant, Tenant’s use or occupancy of the Demised Premises, any claim of injury or damage and/or for the enforcement of any remedy under any statute, emergency or otherwise). Although such jury waiver is intended to be self-operative and irrevocable, Landlord and Tenant each further agree, if requested by the other party, to confirm such waiver in writing at the time of commencement of any such action, proceeding or counterclaim. The provisions of this Article 41 shall survive the Expiration Date. If Landlord

commences any summary proceeding for the non-payment of Rent, Tenant agrees, except in the case of compulsory counterclaims, not to interpose any counterclaim of any nature whatsoever in any such proceeding.

ARTICLE 42
Consents, Notices, Etc.

Except as otherwise expressly provided in this Lease, any bills, statements, notices, demands, requests, approvals, consents or other communications given or required to be given under this Lease by either party (each a “Notice”) (which may be given by the respective attorneys) shall be effective only if rendered or given in writing and sent by certified mail (return receipt requested) or by a nationally recognized overnight carrier, to the addresses set forth below or any other address that a party may designate by Notice sent in accordance with this Article 42. Any Notice shall be deemed to have been rendered or given on the (i) third (3rd) day after it is sent via certified mail as provided in this Article 42 or (ii) the first (1st) day after it is sent via nationally recognized overnight carrier.

To Tenant:

Capital Prep Charter Schools NY
755 Co-Op City Blvd.
Bronx, NY 10475
Attn: Board Chair

with a copy to:

Cohen Schneider Law P.C.
275 Madison Avenue, 32nd Floor
New York, New York 10016
Attention: Cliff S. Schneider, Esq.

To Landlord:

The Church of the Blessed Sacrament, New Rochelle
15 Shea Place
New Rochelle, New York 10801
Attn: Rev. Kareem R. Smith, Pastor and Secretary

with a copy to:

Meredith M. Fales
Associate Director, Real Estate Division
Archdiocese of New York
488 Madison Avenue
New York, New York 10022

and

Cullen and Dykman LLP
One Battery Park Plaza, 34th Floor
New York, New York 10004
Attn: Anna Chen, Esq.

ARTICLE 43
LATE CHARGE; INTEREST LIMITATION

Section 43.01 Except as otherwise provided herein, in every case in which Tenant is required by the terms of this Lease to pay to Landlord a sum of money (including, without limitation, payment of Base Rent or Additional Rent), and payment is not made within five (5) days after the same shall become due, Tenant shall pay as Additional Rent hereunder, a \$400.00 late fee on such sum per month from the date it becomes due until the date it is paid, provided, however, that in no event shall such payment be in excess of the highest rate which shall from time to time be permitted under the laws of the State of New York to be charged on late payments of sums of money due pursuant to the terms of a lease. Notwithstanding the imposition of such late fee, Tenant shall be in default under this Lease if any or all payments required to be made by Tenant hereunder are not made at the time herein stipulated, and neither the demand for, nor collection by Landlord of, such additional payment(s) shall be construed as a curing of such default on the part of Tenant. Landlord's receipt of such late fee payments shall not be deemed a consent by Landlord to late payments, nor a waiver of Landlord's right to insist upon timely payments at any time, nor a waiver of any remedies to which Landlord is entitled as a result of any late payment of Rent. The intention of the parties is to conform strictly to the usury laws, and whenever any provision herein provides for payment by Tenant to Landlord of interest at a rate in excess of the legal rate permitted to be charged, such rate herein provided to be paid shall be deemed reduced to such legal rate.

ARTICLE 44
Brokers

Tenant and Landlord each represent to the other party that there were no brokers with whom either party consulted in bringing about this Lease. Each party shall indemnify and hold the other party harmless from and against all losses, costs, liabilities, damages and expenses, including, without limitation, attorneys' fees and disbursements, which may be incurred by either party in connection with any claim whatsoever asserted by any person or entity, based upon the acts of Landlord or Tenant in connection with this transaction for a brokerage commission, and whether based on contract, quasi contract, tort or otherwise.

ARTICLE 45
Consent to Jurisdiction

Section 45.01 Tenant represents that it is not entitled to immunity from judicial process or proceedings that may be brought in any jurisdiction, and hereby irrevocably waives and agrees not to claim, on behalf of itself or with respect to its property, immunity from any process Landlord may serve or from any suit, action or proceeding Landlord may bring in any jurisdiction to enforce any obligation or liability of Tenant under or arising out of this Lease. Tenant irrevocably: (i)

submits to the jurisdiction of any Federal or State court of competent jurisdiction sitting in the State of New York with respect to any suit, action or other proceeding arising out of or relating to this Lease; and (ii) waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the venue of any such suit, action or other proceeding brought in any such court and any claim that any such suit, action or other proceeding has been brought in an inconvenient forum. Final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon Tenant and may be enforced in any court to the jurisdiction of which Tenant is subject, by a suit upon such judgment.

Section 45.02 Tenant hereby consents to process being served in any suit, action or proceeding of the nature referred to in Section 45.01 hereof by serving process on Tenant at the Demised Premises. Service may be made by any means permitted by law. Nothing in this Article 45 shall limit the right of Landlord otherwise to bring proceedings against Tenant in the courts of any jurisdiction or jurisdictions or affect the right of Landlord to serve process in any manner otherwise permitted by the law of such jurisdiction or jurisdictions. A copy of any process served on Tenant by Landlord at the Demised Premises shall be sent via overnight carrier no later than one (1) business day from the date thereof to Tenant's address set forth in Article 42 hereof.

ARTICLE 46 **Definitions of Certain Terms**

Section 46.01 For the purposes of this Lease, unless the context otherwise requires:

(a) the term "Landlord" means only the owner, or the mortgagee in possession, for the time being of the Demised Premises (or the owner of a lease of the Demised Premises), so that in the event of any sale of the Demised Premises or of said lease, or in the event of a lease of the Demised Premises, the transferring Landlord shall be entirely freed and relieved of its covenants and obligations hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser or the lessee of the Demised Premises, that the purchaser or such lessee has assumed and agreed to carry out any and all covenants and obligations of the transferring Landlord;

(b) the term "business days" shall mean Monday through Friday between the hours of 8:30 a.m. and 5:30 p.m. and shall exclude Saturdays, Sundays and all days observed by New York State as legal holidays and those designated as holidays by the applicable building service union(s);

(c) the term "subtenant" shall mean any permitted tenant, occupant or licensee of any space in, at or on the Demised Premises (other than Tenant), and the term "sublease" shall mean any lease or other agreement for the use or occupancy of such space (other than this Lease);

(d) the term "person" and "persons" shall include natural persons, firms, corporations, limited liability companies, partnerships, associations and any other private or public entities, whether any of the foregoing are acting on their own behalf or in a representative capacity;

(e) the term "mortgage" shall mean a mortgage encumbering the Demised Premises or any lease affecting the Demised Premises, and the term "mortgagee" shall mean any holder of any such mortgage; and

(f) the term “unavoidable delays” shall mean delays due to strikes, lockouts, acts of God, enemy action, civil commotion, inability to obtain materials because of governmental restrictions, or similar causes beyond Landlord’s or Tenant’s control, as the case may be.

Section 46.02 Unless the context of this Lease clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the term “including” is not limiting and shall mean “including, without limitation”, “including without being limited to” and words of like import, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder” and similar terms refer to this Lease as a whole and not to any particular provision hereof. Section, subsection, clause, schedule and exhibit references are to this Lease unless otherwise specified. Any reference to this Lease shall include all amendments, changes, extensions, modifications, renewals and supplements, thereto and thereof, as applicable.

ARTICLE 47
Miscellaneous

Section 47.01 If any provision of this Lease provides that Landlord’s consent or approval as to any matter is not to be unreasonably withheld, conditioned or delayed, and it is established by a court or body having final jurisdiction that Landlord has been unreasonable with regard to such matter, the only effect of such finding shall be that Landlord shall be deemed to have given its consent or approval. Landlord shall not be liable to Tenant in any respect for money damages by reason of withholding or delaying its consent or approval.

Section 47.02 Tenant shall not be entitled to exercise any right of termination, cancellation, renewal, extension or other option (if any) granted to it pursuant to this Lease at any time when an uncured Event of Default is then existing.

Section 47.03 Any apportionments or prorations of Rent to be made under this Lease shall be computed on the basis of a three hundred sixty (360) day year, with twelve (12) months of thirty (30) days each.

Section 47.04 Tenant shall keep the content and all copies of this Lease, related documents or amendments now or hereafter entered, and all proposals, materials, information and matters relating thereto, strictly confidential, and shall not disclose, disseminate or distribute any of the same, or permit the same to occur, except to the extent reasonably required for proper business purposes by Tenant’s employees, attorneys, insurers, auditors, lenders and permitted transferees (and Tenant shall obligate any such parties to whom disclosure is permitted to honor the confidentiality provisions hereof) and as may be required by law or court proceedings. Notwithstanding the foregoing, it is hereby agreed that this Lease may be submitted by Landlord to a court for approval, and therefore, confidentiality of the terms of this Lease may be disclosed by Landlord which shall result in the non-confidentiality of the content of this Lease by Landlord and Tenant.

Section 47.05 Tenant, at its expense, shall adopt and employ effective methods for the prevention and extermination of vermin, rats or mice in the Demised Premises and for the control of any unusual or noxious odors emanating from the Demised Premises. In the event that Tenant

has failed to correct any of the above within (10) days of notice by Landlord (except in cases of emergency in which Landlord is hereby permitted to take immediate action at Tenant's cost and expense), Landlord shall correct the same at Tenant's cost and expense. After notice by Landlord, Tenant shall, at its sole cost and expense, comply with all applicable laws, rules and regulation regarding the sorting, separation, collection and recycling of all waste products, office refuse and trash.

Section 47.06 This Lease does not grant any legal rights to "light and air" outside the Demised Premises nor any particular view visible from the Demised Premises, nor any easements, licenses or other interests unless expressly contained in this Lease.

Section 47.07 This Lease shall be construed and interpreted without regard to any presumption or other rule requiring construction or interpretation against the party causing this Lease to be drafted.

Section 47.08 This Lease contains the entire agreement between Landlord and Tenant and all prior negotiations and agreements between the parties are hereby merged into this Lease. This Lease may not be changed, modified or discharged orally, in whole or in part, and no executory agreement shall be effective to change, modify or discharge this Lease or any obligation hereunder unless such agreement is set forth in an instrument executed by both parties hereto.

Section 47.09 Except as otherwise provided in this Lease, the terms, covenants, and conditions contained in this Lease shall bind and inure to the benefit of Landlord's and Tenant's respective permitted successors and assigns.

Section 47.10 This Lease shall be construed and enforced in accordance with the laws of the State of New York, without giving effect to conflict of laws.

Section 47.11 The captions of this Lease and the Table of Contents preceding this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease.

Section 47.12 The submission and negotiation of this Lease shall not be deemed an offer to enter the same by Landlord (nor an option or reservation for the Demised Premises), but the solicitation of such an offer by Tenant. This Lease shall become effective when signed by Tenant and Landlord.

Section 47.13 This Lease may be executed in any number of counterpart signature pages, each of which shall be deemed an original and all of which, when taken together, shall constitute but one and the same instrument. This Lease will become effective when duly executed by each party hereto. Facsimile or PDF email signatures shall have the same binding effect as original signatures.

[SIGNATURE PAGE FOLLOWS]

CAPITAL PREP CE

By: _____
Dr. Steve Pe
Secretary

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first above written.

LANDLORD:

THE CHURCH OF THE BLESSED
SACRAMENT, NEW ROCHELLE

By: _____
Rev. Kareem R. Smith
Pastor and Secretary

TENANT:

CAPITAL PREP CHARTER SCHOOLS NY

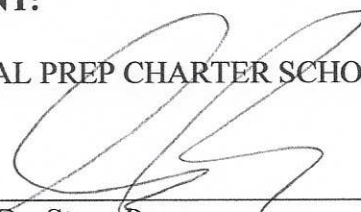
By: _____

Dr. Steve Perry
Secretary

EXHIBIT A

TENANT'S INITIAL ALTERATIONS

I. Interior Finishes & Painting

- **Surface Preparation & Painting:** Professional repainting of all interior hallways, classrooms, bathrooms, and offices in White.
- **Accent Walls:** Installation of one (1) designated accent wall per classroom (color to be determined by Tenant and approved by Landlord).
- **Woodwork:** Professional painting of all wood paneling on cafeteria columns, wainscoting, and within the main office (color to be agreed upon).
- **Visual Display Boards:** Removal of all legacy blackboards; installation of a minimum of one (1) high-quality whiteboard per classroom.

II. Flooring & Specialized Coatings

- **Lobby & Cafeteria:** Complete removal of existing carpeting/flooring. Installation of a polished black epoxy finish with the "Capital Prep" logo embossed in the center of both the lobby and cafeteria floors.
- **Floor Encapsulation:**
 - Apply epoxy or clear encapsulation to the large room across from the Chapel.
 - Encapsulate all areas containing 9"x9" floor tiles to stabilize the surface for high-traffic school usage and environmental safety.
- **Future Partitioning:** Structural planning and prep for a future room partition in the large room to create two distinct classroom spaces.

III. IT, Security & Communications

- **Access Control:** Installation of a centralized door buzzer system and electronic key fob access for all primary building entrances.
- **IT Infrastructure:** Establishment of one (1) dedicated, climate-controlled IT Closet.
- **Network & Multimedia:** Installation of Wireless Access Points (WAPs), data drops, and ceiling-mounted projectors in all instructional spaces.
- **Security Systems:** Comprehensive interior and exterior camera coverage and upgraded exterior lighting, where needed.

- **Communications:** Installation of an integrated Intercom/PA system and dedicated classroom telephones.

IV. Exterior Improvements & Branding

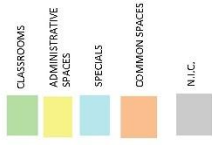
- **Facade Maintenance:** Professional painting of the lower exterior block wall section in Grey to refresh existing painted surfaces.
- **Metalwork:** Sanding and painting of all rusted window cages to match building standards.
- **Signage & Parish Assets:**
 - Replace building sign with Capital Prep branding. Legacy lettering to be carefully removed, wrapped, and returned to the Parish.
 - Replace wooden Parish sign with a Capital Prep School sign.
 - Building Banners: Install professional banners on the building facade. The requested designs will be submitted to the Diocese for formal approval prior to installation.
 - Install a new protective awning over the Kindergarten entrance.

V. MEP, HVAC & ADA Compliance

- ADA Compliance (if required by NYSED for NYSED C of O): Modifications to existing bathrooms as required to ensure full ADA accessibility and code compliance.
- Kindergarten Facilities (if required by NYSED for NYSED C of O): Replacement of existing fixtures in the Kindergarten wing with age-appropriate, right-sized toilets and sinks.
- Climate Control: Installation of window-unit air conditioners or a VRV system to provide cooling for all classrooms, offices, and the cafeteria.
- Food Service: Installation of warming kitchen equipment only (no cooking, stoves, or hoods required).

EXHIBIT B

LANDLORD'S RESERVED SPACE



Landlord's Reserved Space consists of the:
(i) Chapel highlighted in gray; and
(ii) Facilities Office (96 SF) highlighted in yellow
and SPED-Lower (233 SF) highlighted in blue.



LOWER LEVEL PA-I

CAPITAL PREPARATORY CHARTER SCHOOL

25 SHEA PLACE, NEW ROCHELLE

MARCH 10, 2026

#26012

**ANTINOZZI
ASSOCIATES**
ARCHITECTURE
+ INTERIORS

EXHIBIT C

PARKING AREA AND FIELD



TABLE OF CONTENTS

Article	Caption	Page
Article 1	Demised Premises	1
Article 2	Term of Lease	1
Article 3	Rent	2
Article 4	Use of the Demised Premises.....	3
Article 5	Condition of the Demised Premises	5
Article 6	Compliance with Laws.....	6
Article 7	Repairs and Maintenance	7
Article 8	Alterations.....	8
Article 9	Discharge of Liens	11
Article 10	Insurance	11
Article 11	Damage or Destruction	14
Article 12	Condemnation	15
Article 13	Assignment and Subletting.....	16
Article 14	Bankruptcy	19
Article 15	Entry by Landlord	21
Article 16	Landlord's Right to Perform.....	21
Article 17	Events of Default.....	22
Article 18	Landlord's Remedies	23
Article 19	Damages.....	25
Article 20	No Waiver by Landlord	26
Article 21	Utilities.....	27
Article 22	Landlord's Access Rights.....	28
Article 23	Real Estate Taxes	29
Article 24	Tenant Approvals.....	Error! Bookmark not defined.
Article 25	Parking Area	30
Article 26	Inability to Perform	31
Article 27	Failure to Give Possession	31
Article 28	Indemnification	32
Article 29	Property Loss, Etc.	32
Article 30	Landlord's Liability	32
Article 31	Conveyance By Landlord.....	33
Article 32	Subordination and Certificates	33
Article 33	Excavation and Shoring	34

Article 34	Vault Space	34
Article 35	Asbestos Abatement.....	35
Article 36	Surrender of the Demised Premises	35
Article 37	Holdover.....	36
Article 38	Quiet Enjoyment	37
Article 39	Security Deposit	37
Article 40	Renewal Option.....	Error! Bookmark not defined.
Article 41	Waiver of Trial by Jury	38
Article 42	Consents, Notices, Etc.....	39
Article 43	Late Charge; Interest Limitation	40
Article 44	Brokers	40
Article 45	Consent to Jurisdiction	40
Article 46	Definitions of Certain Terms.....	41
Article 47	Miscellaneous.....	42