

LEASE AGREEMENT

This Lease Agreement (this "Agreement") is made as of this 01 day of September, 2017, by and between GREATER NY REGION SERVICE OFFICE ("Landlord") and NEW YORK CITY AREA SERVICE COMMITTEE ("Tenant"). Each Landlord and Tenant may be referred to individually as a "Party" and collectively as the "Parties."

1. Premises. The premises leased is office space located at 154 Christopher Street, Suite 1A, New York, NY 10014 (the "Premises"). Parking is not included with the Premises. The Premises includes the following furnishings: A conference room with tables, chairs, a dry-erase white board, tenants' file cabinets, access to thermostat.

2. Agreement to Lease. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions set forth herein, the Premises.

3. Term. This Agreement will be for a term beginning on September 01, 2017 and ending on December 31, 2019 (the "Term").

4. Rent. Tenant will pay Landlord a monthly rent of \$200.00 for the Term. Rent will be payable in advance and due on the 1st day of each month during the Term. The first rent payment is payable to Landlord when Tenant signs this Agreement. Rent for any period during the Term which is for less than one month will be a pro rata portion of the monthly installment. Rent will be paid to Landlord at Landlord's address provided herein (or to such other places as directed by Landlord) by mail or in person by one of the following methods: cashier's check, money order, NYC ASC check, and will be payable in U.S. Dollars. Tenant further agrees to pay \$35.00 for each dishonored bank check.

5. Utilities. Tenant is responsible for payment of all other services for the Premises, with the exception of electric, telephone, internet, heat, trash, which will be paid for by Landlord.

6. Landlord's Failure to Give Possession. In the event Landlord is unable to give possession of the Premises to Tenant on the start date of the Term, Landlord will not be subject to any liability for such failure, the validity of this Agreement will not be affected, and the Term will not be extended. Tenant will not be liable for rent until Landlord gives possession of the Premises to Tenant.

7. Holdover Tenancy. If Landlord accepts a rent payment from Tenant, other than past due rent or additional rent, after the Term expires, both Parties understand that a month-to-month holdover tenancy will be created at the agreed upon monthly rent, unless proper notice has been served as required by applicable laws. If either Tenant or Landlord wishes to end the month-to-month tenancy, such Party must provide at least thirty (30) days' written notice before the desired termination date.

8. Use of Premises. The Premises will be occupied only by Tenant and used only for NYC ASC purposes. Tenant will not engage in any objectionable conduct, including behavior which will make the Premises less fit to use, will cause dangerous, hazardous or unsanitary conditions or will interfere with the rights of others to enjoy their property. Tenant will be liable for any damage occurring to the Premises and any damage to or loss of the contents thereof which is done by Tenant or Tenant's guests or invitees.

9. Condition of the Premises. Tenant has examined the Premises, including the appliances, fixtures and furnishings, and acknowledges that they are in good condition and repair, normal wear and tear excepted and accepts them in its current condition.

10. Maintenance and Repairs. Tenant will maintain the Premises, including the fixtures and furnishings, in clean, sanitary and good condition and repair. Tenant will not remove Landlord's appliances, fixtures, or furnishings from the Premises for any purpose. If repairs are required, Tenant will notify Landlord. In the event of fault by Tenant, Tenant will reimburse Landlord for the cost of any repairs or replacement.

11. Rules and Regulations. Landlord has prescribed the rules and regulations governing Tenant's use and enjoyment of the Premises, attached hereto as Exhibit A, and incorporated by reference herein. Tenant acknowledges receipt of and agrees to adhere to such regulations.

12. Compliance. Tenant agrees to comply with all applicable laws, ordinances, requirements and regulations of any federal, state, county, municipal or other authority.

13. Smoking. Smoking of any kind is strictly prohibited on any part of the Premises. This prohibition applies to Tenant and any visitor, guest or other occupant on the Premises.

14. Pets. Tenant is not allowed to have or keep any pets, even temporarily, on any part of the Premises. The unauthorized presence of any pet will subject Tenant to penalties, damages, deductions and/or termination of this Agreement. Properly trained service animals that provide assistance to individuals with disabilities may be permitted on the Premises with the prior written consent of Landlord, which shall not be unreasonably withheld.

15. Fire and Casualty. If the Premises are damaged by fire or other serious disaster or accident and the Premises becomes uninhabitable as a result, Tenant may immediately vacate the Premises and terminate this Agreement upon notice to Landlord. Tenant will be responsible for any unpaid rent or will receive any prepaid rent up to the day of such fire, disaster or accident. If the Premises are only partially damaged and inhabitable, Landlord may make full repairs and will do so within a prompt and reasonable amount of time. At the discretion of Landlord, the rent may be reduced while the repairs are being made.

16. Liability. Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord.

17. Assignment and Subletting. Tenant will not assign this Agreement as to any portion or all of the Premises or make or permit any total or partial sublease or other transfer of any portion or all of the Premises.

18. Insurance Requirements. Tenant will not do or permit to be done any act or thing that will increase the insurance risk under any policy of insurance covering the Premises. If the premium for such policy of insurance increases due to a breach of Tenant's obligations under this Agreement, Tenant will pay the additional amount of premium as additional rent under this Agreement.

19. Surrender. Tenant will deliver and surrender to Landlord possession of the Premises immediately upon the expiration of the Term or the termination of this Agreement, clean and in as good condition and repair as the Premises was at the commencement of the Term, reasonable wear and tear excepted.

20. Default. In the event of any default under this Agreement, Landlord may provide Tenant a notice of default and an opportunity to correct such default. If Tenant fails to correct the default, other than a failure to pay rent or additional rent, Landlord may terminate this Agreement by giving a ninety (90) day written notice. If the default is Tenant's failure to timely pay rent or additional rent as specified in this Agreement, Landlord may terminate this Agreement by giving a ninety (90) day written notice to Tenant. After termination of this Agreement, Tenant remains liable for any rent, additional late, costs, including costs to remedy any defaults, and damages under this Agreement.

21. Remedies. If this Agreement is terminated due to Tenant's default, Landlord may, in addition to any rights and remedies available under this Agreement and applicable law, use any dispossession, eviction or other similar legal proceeding available in law or equity.

22. Subordination. This Agreement and Tenant's right under it shall be subject and subordinate to the lien, operation and effect of each existing or future mortgage, deed of trust, ground lease and/or any other similar instrument of encumbrance covering any or all of the Premises, if any, and each renewal, modification, consolidation, replacement or extension thereof.

23. Condemnation. If all or substantially all of the Premises are covered by a condemnation including the exercise of any power of eminent domain by a governmental authority, this Agreement shall terminate on the date possession of the Premises is taken by the condemning authority, and all rent under this Agreement shall be prorated and paid to such date. Landlord is entitled to collect from the condemning authority the entire amount of any award made in any proceeding. Tenant waives any right, title or interest which Tenant may have to any such award and agrees to not make any claim for the Term of this Agreement.

24. Hazardous Materials. Tenant shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

25. Notices. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent via certified or registered mail to the following addresses (or to another address that either Party may designate upon reasonable notice to the other Party):

GNYRSO 154 Christopher Street Suite 1A
New York, NY 10014

Notices shall be sent to the Tenant at the following address:
NYC ASC 70-A Greenwich Avenue PMB #329
New York, NY 10011

26. No Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

27. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

28. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the Parties and their permitted successors and assigns.

29. Governing Law. The terms of this Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws provisions.

30. Disputes. Any dispute arising from this Agreement shall be resolved through mediation.

31. Amendments. This Agreement may be amended or modified only by a written agreement signed by the Parties.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document.

33. Headings. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Agreement.

34. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes and cancels all prior agreements of the Parties, whether written or oral, with respect to the subject matter.

35. Miscellaneous. Tenant must provide list of all steering committee meetings, emergency meetings, subcommittee meetings, ad hoc committee meetings, workshops, and learning days, and update accordingly; tenant must list all keyholders; tenant must reimburse landlord for any key lost or not returned after term of service is up (\$1.00 per street-level key; \$15.00 per office key).

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives, have executed this Agreement as of the Effective Date.

Landlord Signature

Greater NY Region Service Office

Landlord Full Name

Tenant Signature

New York City Area Service Committee

Tenant Full Name

Exhibit A

RULES AND REGULATIONS

Tenant shall abide by the following rules and regulations while occupying the Premises:

- (A) Tenant will deposit all trash, garbage, rubbish or refuse in the locations provided therefore.
- (B) Tenant will abide by and be bound by any and all rules and regulations affecting the Premises or the common areas of the Premises which may be adopted or promulgated from time to time by Landlord.
- (C) Tenant will bolt conference room door upon departure
- (D) Tenant will close all lights upon departure
- (E) Tenant will lock top lock only upon departure from premises
- (F) Tenant will empty trash from receptacle in conference room and bring it to trash room.
- (G) Tenant will return all their belongings to their file cabinets prior to departure
- (H) Tenant will schedule all meetings, workshops, or learning days on physical calendar and with RSO so as to eliminate or reduce scheduling conflicts