**THIRD AMENDMENT TO LEASE**

This **THIRD AMENDMENT TO LEASE** (this “Agreement”) is made as of the 1st day of October, 2020, between **137 WEST 14TH STREET LLC**, a New York limited liability company, as successor-in-interest to Kenneth and Daniel Gutierrez, as owner (“Owner”), and **HACK MANHATTAN, INC.**, a New York not-for-profit corporation (“Tenant”).

**W I T N E S S E T H**

**WHEREAS,** Owner’s predecessors-in-interest and Tenant entered into that certain Standard Form of Loft Lease, with Rider thereto, dated as of November 1, 2011 (as amended, if applicable, the “Lease”), for a portion of the second floor of the building known as 137 West 14th Street, New York, New York (the “Building”); and

**WHEREAS,** Owner and Tenant entered into that First Amendment to Lease, dated as of May 1, 2012, and that Second Amendment to Lease, dated as of January 1, 2015, whereby the Lease is due to expire on December 31, 2021; and

**WHEREAS,** the Lease requires Tenant to pay, as Additional Rent, portions of the Utility Charges for the Building (“Utility Charges”), as well as portions of increases in Property Tax and Operating Expenses for the Building (“Property Tax Escalations” and “Operating Expense Escalations”); and

**WHEREAS,** the Lease requires Owner to render statements and bills upon Tenant for Additional Rent based on Owner’s Taxes, Owner’s Operating Expenses and Utility Charges; and

**WHEREAS,** Owner has never rendered statements for Tax Increases or Operating Expense Escalations, and until 2018 only intermittently rendered statements for Utility Charges; and

**WHEREAS,** as of October 1, 2020, Tenant is current on Fixed Rent and on actually rendered statements for Utility Charges, and all other obligations under the Lease except for Tax Increases and Operating Expense Escalations; and

**WHEREAS,** it would be costly for Owner to compute the correct Utility Charges, Tax Increases and Operating Expense Escalations, and Owner wishes to dispense with the cost of performing the necessary computations and drafting the necessary statements, notices and bills; and

**WHEREAS,** Tenant wishes to avoid the uncertainty of being liable for unknown Additional Rent obligations for periods in the past; and

**WHEREAS,** Daniel Packer and Guan Yang (the “Guarantors”) have both executed Good Guy Guarantees in connection with the Lease and Amendments thereto; and

**WHEREAS,** Owner and Tenant have agreed on certain temporary concessions on Fixed Rent, Tax Increases and Operating Expense Escalations that they wish to extend through the end of the Lease and formalize; and

**WHEREAS,** in recognition of Tenant’s faithful performance of the Lease, Owner wishes to release the Guarantors from their obligations, and to release Tenant from certain obligations; and

**WHEREAS,** the Lease, the First Amendment to Lease and the Second Amendment to Lease were signed by both members of Owner, but Kenneth Gutierrez has full authority to enter into contracts and leases on behalf of Owner, has been the sole signatory on other leases for premises in the building on behalf of Owner; Owner will be bound by this Amendment in the same manner as if it had also been signed by Daniel Gutierrez; and Tenant has agreed that this Amendment will only be signed by Kenneth Gutierrez on behalf of Owner.

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

FIRST: **LUMP SUM PAYMENT.** Contemporaneously hereto, Tenant will pay Owner the sum of TEN DOLLARS and 00/00 ($10.00) DOLLARS as Additional Rent (“Lump Sum Payment from Tenant”), and Guan Yang and Daniel Packer will pay Owner the sum of TEN DOLLARS and 00/00 ($10.00) DOLLARS (“Lump Sum Payment from Guarantors”), the receipt of which is acknowledged by Owner.

SECOND: **RELEASE OF CERTAIN UTILITY CHARGES.** In consideration of the amounts already paid by Tenant for Utility Charges, Owner releases Tenant from any further obligation to pay, and Tenant is not required to pay, any more amounts as Additional Rent for Utility Charges for any periods through September 30, 2020.

THIRD: **RELEASE OF TAX INCREASE AND OPERATING EXPENSE INCREASE OBLIGATIONS.** Owner releases Tenant from any obligation to pay, and Tenant is not required to pay, Tax Increases or Operating Expense Increases, for any past, or future period. The only type of Additional Rent that Tenant must pay is Utility Charges.

FOURTH: **NO EFFECT ON FUTURE OBLIGATIONS TO PAY UTILITY CHARGES.** The settlement of past Additional Rent obligations does not affect Tenant’s obligation to pay Utility Charges for periods starting on or after October 1, 2020.

FIFTH: **FIXED RENT.** The rental rate reserved in the Lease for the period January 1, 2020, to December 31, 2020, shall be THIRTY-EIGHT THOUSAND SEVEN HUNDRED and SIXTY-EIGHT and 16/100 ($38,768.16) DOLLARS per annum, paid in monthly installments of $3,230.68, and for the period January 1, 2021 through December 31, 2021, shall be THIRTY-NINE THOUSAND SEVEN HUNDRED and THIRTY-SEVEN and 40/100 ($39,737.40) DOLLARS per annum, paid in monthly installments of $3,311.45.

SIXTH: **GOOD GUY GUARANTEE.** Owner releases the Guarantors from any and all obligations. The Guarantors are not required to pay any amounts under the Good Guy Guarantees or the Lease, and have no further obligations to Owner.

SEVENTH: **CONFORMING AMENDMENTS.** The following provisions in the First Amendment to Lease are struck and no longer form part of the Lease:

 The following provisions of the SECOND article:

C(3)(A)(i) (specifying the Tax Increase)

C(3)(A)(ii) (specifying the Operating Expense Increase)

C(3)(B) (“Tax Increases”)

C(3)(C) (“Operating Expense Escalations”)

In the first sentence of C(3)(E) (“Payment of Estimated Charges”), the words “and Operating Expense escalations”.

 The TWELFTH article (“Good Guy Guarantee”) in its entirety.

EIGTH: **REPAIRS AND ALTERATIONS.** Owner acknowledges that the repairs and alterations to the demised premises made by Tenant as of October 1, 2020, are acceptable and in conformance with the Lease. Owner acknowledges that Tenant has kept and maintained the demised premises in good repair, order and condition, as of October 1, 2020.

NINTH: **UTILITY CHARGES STATEMENTS.** In the First Amendment to Lease, in the SECOND article, section F (“Miscellaneous”), at the end of the first paragraph, add:

Provided, Tenant shall have no liability for Utility Charges applying to any calendar month unless a statement for that month was prepared and delivered to Tenant within 6 months after the end of the calendar month in question, and Tenant is only obligated to pay Utility Charges according to statements prepared and delivered within 6 months after the end of the calendar month in question.

TENTH: **NO BROKER.** Tenant represents and warrants to Owner that no broker was responsible for bringing about this Amendment and this Amendment was negotiated directly between Owner and Tenant. Tenant shall indemnify Owner from all loss, cost, liability, damage and expenses, including, but not limited to, reasonable counsel fees and disbursements, arising from any breach of the foregoing representation and warranty.

ELEVENTH: **MISCELLANEOUS.** In each event of a conflict between the Lease, as amended by the First Amendment to Lease and the Second Amendment to Lease, and this Amendment, the terms of this Amendment shall govern and control. Except to the extent expressly modified by the foregoing provisions of this Amendment, the Lease, the First Amendment to Lease and the Second Amendment to Lease are hereby ratified and confirmed in all respects. All references to “Lease” are henceforth references to the Lease as amended by the First Amendment to Lease and as further amended by the Second Amendment to Lease and this Amendment. This Amendment may be executed in one (1) or more multiple counterparts, each of which when taken together shall constitute one and the same instrument. The “Whereas” clauses set forth above are hereby incorporated into the body of this Amendment as if set forth herein at length.

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT

(Within New York State)

STATE OF NEW YORK )

COUNTY OF ) ss.:

On the \_\_\_\_day of \_\_\_\_\_\_\_\_\_\_in the year \_\_\_\_\_\_before me, the undersigned, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature and Office of individual taking

acknowledgment

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT

(Outside of New York State)

STATE OF )

COUNTY OF ) ss.:

On the \_\_\_\_day of \_\_\_\_\_\_\_\_\_\_in the year \_\_\_\_\_\_before me, the undersigned, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in the City of \_\_\_\_\_\_\_\_\_\_\_\_\_, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature and Office of individual taking

acknowledgment