

1 ACCESS AND LICENSE AGREEMENT

This Access and License Agreement (“**Agreement**”) is made and entered into on this 13th day of February, 2026 (the “**Effective Date**”), by and between **CHARLES HENRY PROPERTIES, LLC**, a New York limited liability company with an address at c/o 336 East 56th Street, Front A, NY, NY 10022 (“**Licensor**”) and **X11 FIRST AVE LLC**, a Delaware limited liability company with an address at c/o Vanbarton Group LLC, 292 Madison Avenue, 7th Floor, New York, New York 10017 (“**Licensee**”). Licensor and Licensee are collectively referred to as the “**Parties**.”

WHEREAS, the Licensee intends to perform exterior construction work that includes vertical extension and façade renovation to the Licensee’s Building (the “**Project**”);

WHEREAS, in connection with the Project, Licensee has requested that Licensor grant a limited, revocable, temporary, non-exclusive license as described herein to provide access to the Adjacent Premises (defined herein), to (i) conduct a photographic and/or videographic pre-construction survey of the existing conditions at the Adjacent Premises, and (ii) install and maintain certain temporary Protective Measures (defined herein) in accordance with the provisions of this Agreement; and

WHEREAS, Licensee has requested that Licensor grant a limited, revocable, temporary, non-exclusive license as described herein to provide access to the Adjacent Premises (defined herein) to install the Protective Measures (defined herein) as set forth in this Agreement; and

WHEREAS, the Licensor is willing to grant such license upon the terms and conditions herein described; and

WHEREAS, the Parties desire to specify their respective rights and obligations with respect to the matters contained herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. DESCRIPTION OF THE PROPERTIES. The property located at 1011 First Avenue, New York, NY 10022 (Block 1348, Lot 23 on the Tax Map of New York County), owned by Licensee (the “**Project Premises**”), is adjacent to the property located at 336 East 56th Street, New York, NY (Block 1348, Lot 35 on the Tax Map of New York County), owned by the Licensor (the “**Adjacent Premises**”).

2. THE ACCESS REQUIRED.

a. Upon execution of this Agreement, and provided Licensee is at all times in compliance with the terms and conditions contained herein, Licensor hereby grants to Licensee and its employees, engineers, architects, consultants, contractors and/or construction managers

accessing the Adjacent Premises (the “Licensee Parties”)¹ a non-exclusive, revocable, limited license (the “License”) to access the Adjacent Premises for the limited purpose of installing, maintaining, and removing temporary the protections (the “Protective Measures”) in strict accordance with the plans and specifications attached as Exhibit A (the “Protection Plans”). The Protection Plans may not be changed, amended or modified without Lessor’s prior written consent, which shall not be unreasonably withheld or delayed. The Protective Measures (or any portion thereof) shall be removed promptly upon the completion of so much of the Project for which the installation of the Protective Measures (or a portion thereof) was installed. No representatives of the Licensee Parties shall enter the interior of Adjacent Premises, and the Licensee Parties shall not transport materials, equipment, tools or debris in or through the Adjacent Premises without the prior written consent of Lessor. Licensee shall endeavor to install, maintain and remove the Protective Measures in as expeditious a manner as possible in a commercially reasonable manner so as to lessen the burden on the residents of Adjacent Premises. The License does not include the right to enter the interior of the Adjacent Premises. Licensee can start the installation of the Protective Measures on seven (7) days notice, and in accordance with Paragraph 4(a) herein.

b. On three (3) days’ advance written notice (via email to Lessor and Lessor’s attorney), Lessor shall permit Licensee and the Licensee Parties access to the Adjacent Premises for the purpose of performing a non-invasive, visual pre-construction condition survey of the interior and exterior of the Adjacent Premises (the “Pre-Con Survey”). The purpose of the Pre-Con Survey is to document the condition of the interior and exterior of the Adjacent Premises that might be impacted by the Protective Measures or the Project to serve as a baseline or reference point in the event of any claim that the construction activities of Licensee and/or the Licensee Parties have caused any damage to the Adjacent Premises, and, to the extent necessary or required, to identify any potential structural issues (such as visible cracks) that may be impacted by the Project. Lessor may visually inspect, take photographs of, and document the current condition of the Adjacent Premises during the Pre-Con Survey. Licensee shall permit a representative of Lessor, including without limitation Lessor’s engineer, to be present at all times during the Pre-Con Survey. Licensee, at its sole cost and expense, agrees to provide to Lessor with an electronic copy of the report prepared by the Licensee Parties concerning the Pre-Con Survey, as well as all accompanying color photographs and video (the “Pre-Con Report”). Within five (5) business days from its receipt of the Pre-Con Report, Owner shall advise Licensee in writing as to any objections to the Pre-Con Report. Licensee shall not install any Protective Measures until Owner has been provided with a copy of the Pre-Con Report.

3. LICENSE.

a. Lessor hereby grants to Licensee and the Licensee’s Parties the License to enter the Adjacent Premises for the purpose of installing, maintaining, and removing the Protective Measures contained in Exhibit A.

1 Prior to the installation of any Protective Measures, Licensee shall provide Lessor with the identity of all Licensee Parties

b. The cost of the Protective Measures (and all of Licensee's other obligations hereunder) shall be paid solely by Licensee, and the Protective Measures shall be performed in a safe and diligent manner in accordance with the Protection Plans, Applicable Law (defined herein), the provisions of this Agreement. "**Applicable Law**" means the New York City Construction Codes including the New York City Building Code, as may be amended from time to time, the requirements of the Department of Buildings ("**DOB**"), and all other applicable laws, rules and regulations of governmental authorities having jurisdiction over the Protective Measures, the Project, the Project Property, and/or the Adjacent Premises. To the extent reasonably possible, the installation, maintenance and removal of the Protective Measures be performed without disturbing the peaceful occupancy of the units in the building on the Adjacent Premises.

c. Lessor shall execute any applications required by the DOB or other documents reasonably requested by Licensee directly related to the Protective Measures, which applications and documents shall be prepared and filed at the sole cost and expense of Licensee, if required. Lessor further agrees to provide reasonable cooperation with Licensee regarding compliance with DOB requirements and Applicable Law concerning the Project upon written request from Licensee. Licensee shall not (i) sign any documents on behalf of Lessor, including but not limited to any documents submitted or filed with the DOB or other governmental or quasi-governmental bodies; or (ii) file any documents with the DOB seeking permission to perform any work requiring changes to the Protective Measures without the Lessor's prior consent, which shall not be unreasonably withheld.

d. Licensee warrants and represents that, at its sole cost, it will exercise due diligence and make commercially reasonable efforts at all times that the Project is being performed, to limit dust and debris from infiltrating the Adjacent Premises as a result of the Project, and implement all dust implementation methods as required by Applicable Law, Licensee's engineer, including but not limited to standards imposed by applicable governing authorities over the Project.

e. Throughout the time required to install the Protective Measures, perform the Project, and remove the Protective Measures, the Parties shall cooperate in good faith with one another to provide the access granted herein.

f. Licensee and Licensee's Parties shall use only those portions of the Adjacent Premises and those means of access thereto as shall be reasonably designated by Lessor in coordination with the Licensee's Parties, in order for Licensee to accomplish install, maintain and remove the Protective Measures.

g. If, during the term of the License, any conditions arise or are discovered that constitute an emergency, or imperil the safety of any persons or property, including but not limited to the workers, and remedying of such conditions requires additional access to the Adjacent Premises, Lessor shall reasonably cooperate with Licensee in providing such access.

h. The rights granted hereunder shall be a license only and no easement shall be created as a result of the License or Licensee's placement, maintenance and removal of the Protective Measures.

4. TERM AND LICENSE FEES AND EXPENSES.

c. The term will commence on the date in which the Protective Measures are installed ("**Commencement Date**"). The Commencement Date shall be no earlier than February 20, 2026, and no later than March 31, 2026, with the present anticipation that the Protective Measures will be installed the week of February 23-27, 2026.

d.

e. The Protective Measures must be removed from the Adjacent Premises upon the earlier of (i) the completion of so much of the Project for which the Protective Measures are required under Applicable Law; or (ii) twenty-four (24) months from the Commencement Date; or (iii) the termination of the Agreement pursuant to the terms hereof (the "**Term**").

f. Licensee shall pay Lessor three (3) months in advance and thereafter monthly, at a monthly license fee of Five Thousand Dollars (\$5,000.00) (the "**License Fee**") with the initial (3) three month payment being Fifteen Thousand Dollars (\$15,000.00) paid at least seven (7) days before the commencement of the installation of the Protective Measures. Licensee shall pay the License Fee until all the Protective Measures on the Adjacent Premises are removed.

g. If so much of the Project requiring the Protective Measures under Applicable Law is not completed by the end of the Term, notwithstanding Licensee's diligent prosecution of the work on the Project, then the Term shall be extended for so long as Applicable Law requires the Protective Measures to remain on the Adjacent Premises (the "**Extended Term**"), on the conditions that: (x) Lessor continues to diligently work on the Project so that it can be completed as soon as possible, and (y) Licensee pays Lessor a License Fee at the increased rate of Seven Thousand Five Hundred Dollars (\$7,500.00) per month, pro rata, based on the number of days the Protective Measures remain on the Adjacent Premises during the Extended Term.

a. Force Majeure; Inability to Perform. In the event Licensee is delayed, hindered or prevented from performing the Project or any act or thing required hereunder by reason of strikes, lockouts, labor troubles, casualties, failure or lack of utilities, riots, insurrection, war, acts of God, or other causes beyond the reasonable control of Licensee, then Licensee shall not be liable for the delay and the term of the License and the period for its performance of any such act shall be extended for a period equivalent to the period of such delay, provided Licensee gives Lessor written notice of each such delay specifying the date(s) of the inability to perform and the reason therefor.

b. Simultaneously with the execution of this Agreement, Licensee shall pay to Lessor the outstanding reasonable attorneys', consultants', architects', and

engineers' fees ("**Professional Fees**") incurred by Lessor in connection with Licensee's request for access, including but not limited to, legal fees incurred for the review and negotiation of this Agreement in the amount of \$ [REDACTED]. Lessor acknowledges that Licensee has already paid \$12,700 in satisfaction of invoices previously submitted. The aforementioned sum for Professional Fees was paid by release of \$10,000.00 held by Lessor's counsel in accordance with the Escrow Agreement dated September 25, 2025 (the "**Escrow Agreement**"), and a separate payment of \$2,700.00. Licensee further agrees to reimburse Lessor for its reasonable Professional Fees incurred after the Effective Date, if any, (i) in connection with amending, negotiating, administering, enforcing, and/or revising the terms of this Agreement, (ii) in connection with commercially reasonable review of, and if applicable, the revision and/or approval of any modifications or proposed modifications of the Protection Plans annexed hereto as **Exhibit A**, (iii) in connection with the inspection and analysis of any damage to the Lessor Property or (iv) any default by Licensee under this Agreement, however Lessor shall use commercially reasonable efforts to resolve any default with Licensee directly prior to incurring Professional Fees. For all continuing fees incurred after the Effective Date, Lessor shall provide invoices (in redacted form) therefor to Licensee, which shall be reimbursed within ten (10) days of receipt. This Paragraph shall survive the termination and/or expiration of this Agreement, and shall supersede the Escrow Agreement.

5. TERMINATION. In the event that Licensee materially breaches this Agreement, which shall include, without limitation, (i) Licensee's failure to comply with any material provision in this Agreement requiring a payment to Lessor; (ii) Licensee's failure to timely cure any damages pursuant to Paragraph 10 of this Agreement; (iii) the installation by Licensee of any of Protective Measures beyond those contained in **Exhibit A**; (iv) the lapse of time for any period of time of any insurance coverage required hereunder; (v) Licensee's failure to pay directly or reimburse Lessor pursuant to Paragraph 4 above and amounts due and owing; and/or (vi) any access by Licensee to the Adjacent Premises which is not contemplated by this Agreement and not agreed to by the Parties, the licenses provided by Lessor in this Agreement may be revoked upon ten (10) business days' written notice of such material breach by Lessor to Licensee unless Licensee cures such material breach within the notice period, or, in the event such breach cannot reasonably be cured within such notice period, Licensee commences the cure of such material breach within such notice period and diligently prosecutes such cure until completion thereof. In the event that Lessor terminates this Agreement pursuant to this paragraph, Lessor may, upon fifteen (15) business days additional written notice, be entitled to remove any of the Protective Measures, and Licensee shall reimburse Lessor for all of its reasonable costs, fees and expenses relating to such removal of the Protective Measures.

6. COMPLIANCE WITH LAW. The setting in place, maintenance and removal of the Protective Measures shall be performed in accordance with all Applicable Law, ordinances and building code provisions.

7. INSURANCE.

h. Licensee and the Licensee's Parties entering the Premises have provided Certificates of Insurance reflecting insurance agreeable to Lessor which are annexed hereto at

Exhibit B, naming Charles Henry Properties, LLC as an additional insured (“**Additional Insured**”). Licensee shall cause all such coverage to remain in full force and effect for the entire period during which access to the **Charles Henry Building** is exercised under this Agreement, and for the entire period during which the Protective Measures are installed, remain on, and removed from the **Charles Henry Building**. Each of Licensee’s subcontractors accessing the Adjacent Premises shall be required to carry commercial general liability insurance in amounts no less than the coverage in **Exhibit B** and which names Lessor as an additional insured. Prior to any of Licensee’s subcontractors entering the **Charles Henry Building**, Licensee shall furnish to Lessor a copy of such subcontractor’s certificates of insurance as required hereunder. Failure to provide Lessor with any insurance certificates shall not relieve Licensee of its obligation to provide insurance in accordance with this Agreement. Rejected certificates of subcontractors shall be corrected as necessary and shall be resubmitted until approved. Lessor shall act in good faith to promptly review any certificates of subcontractors submitted by Licensee and to promptly acknowledge in writing its acceptance or the need for correction, specifying the correction needed.

i. Where applicable, the aforesaid insurance policies shall: (i) include a per project aggregate endorsement; (ii) waive any rights of subrogation against the Additional Insured, and the policy terms shall not exclude or limit coverage due to the waiver of subrogation; (iii) be deemed primary and non-contributory vis-à-vis any insurance maintained by the Additional Insured and/or self-insurance carried by them, including any deductibles or retentions in policies carried by the additional insureds; (iv) not contain a “co-employee exclusion” that excludes coverage for injury to any employee caused by the actions of any other employee; (v) be endorsed so that the policies cannot be cancelled, non-renewed, changed/materially altered, or allowed to expire until at least thirty (30) days prior written notice has been given to the Additional Insureds; and (vi) not contain a third-party oversuit exclusion or otherwise limit coverage for claims relating to violation of the New York Labor Law including but not limited to New York Labor Law § 240 and §241. It is the intention of the Parties that any insurance obtained by the Additional Insured shall be excess to all insurance obtained by Licensee and the Licensee Parties.

j. Where applicable, the insurance policies maintained by Licensee in accordance with Agreement shall not contain the following exclusions or policy limitations: (i) third party action over general liability exclusion (also known as action over exclusion or injury to employees exclusion); (ii) Labor Law exclusions, including but not limited to New York Labor Law §§ 240 and 241; (iii) cross-suit liability exclusions for claims between named insured and additional insureds; (iv) exclusions and/or limitations for the work of the contractor’s subcontractor (also known as subcontractor’s warranty provision) or independent contractors; (v) New York Operations and Work Exclusion and/or Specified Operations Exclusion (policy must include coverage in the City and State where the Work is performed); (vi) contractual liability exclusions or limitations; (vii) fellow employee exclusions or employers liability exclusions; (viii) physical abuse and/or molestation exclusion; (ix) height or exterior height limitations or exclusion; (x) gravity related injuries; (xi) and any other exclusion or policy limitation that would otherwise void the coverage for the Additional Insured in connection with the Project.

k. Licensee and the Licensee Parties shall immediately notify Lessor of (i) any termination, modification, or expiration of the aforementioned insurance policies and (ii) of any notice of potential or pending termination, modification or expiration of any policy upon receipt of notice from the insurer; however, nothing contained herein shall be deemed to waive the Additional Insured's right to timely notice of a policy modification, termination or expiration directly from an insurer under the terms of the policy at issue. Further, the Lessor's silence regarding the non-compliance of insurance required by this Agreement shall not constitute acquiescence to such terms or a waiver of these insurance requirements.

2. **INDEMNITY.** To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold harmless Lessor from and against any and all claims, losses, demands, suits, actions, causes of action, judgments, damages, liabilities, violations, fines, penalties, costs, expenses and fees, including, without limitation, reasonable attorneys' fees and disbursements, arising out of, relating to, or resulting from (i) the performance of the Project or the Protective Measures; (ii) access to the Adjacent Premises by Licensee and/or the Licensee Parties; (iii) the repair, replacement or restoration of the Adjacent Premises, including, without limitation, land, landscaping, plants or foliage, due to any damage caused by the Project; (iv) Licensee's breach of this Agreement; (v) the negligence or willful misconduct Licensee or the Licensee Parties; or (vi) any failure by Owner or the Licensee Parties to comply with any Applicable Laws. It being further understood that the instant indemnification shall not apply in the event such damage or loss is caused by the negligence or willful misconduct of Lessor. The instant indemnification extends to both first party and third-party claims and covers personal injury and property damage claims, as well as breach of contract claims. Licensee is liable for any interference by the Licensee Parties with the use or enjoyment of the Lessor's property by the Lessor, its tenants or other occupants (this includes, without limitation, loss of rents, tenants withholding rental payments, or other claims including related legal fees by tenants). The obligations set forth in this Paragraph shall survive the expiration or earlier termination of the Agreement. Licensee shall be obligated to reimburse Lessor for any cost, fees and expenses incurred in enforcing Licensee's obligations hereunder, including reasonable attorneys' fees incurred.

7. **CLEAN-UP.** Licensee shall keep the Adjacent Premises in a commercially reasonable manner free from accumulation of rubbish or debris caused by the Protective Measures and/or Project and, to the extent necessary, perform such cleaning on a weekly basis or more frequently if needed.

8. REMOVAL OF PROTECTIONS.

a. Licensee will make commercially reasonable efforts to avoid damage to the Adjacent Premises (and personal property contained therein and thereon) in connection with the performance of the Project.

b. In accordance with this Paragraph 10, Licensee shall promptly repair and restore (and where required replace) any real or personal property owned by Lessor and/or its unit owners and residents that is damaged as a result of the Project, such that, at the conclusion of the Project, the Adjacent Premises is left in the same or better condition as of the date

Licensee commenced the Protective Measures, less reasonable wear and tear or conditions that were not caused by the Project, as compared to the Pre-Con Report. Any contractors retained by Licensee to repair any damage caused by the Project shall be subject to the same conditions contained in this Agreement that are applicable to contractors retained to perform the Protective Measures.

c. Lessor shall give Licensee notice of any damage to the Adjacent Premises or personal property contained therein caused by the Licensee, Protective Measures or Project. Licensee shall remedy such damage to Lessor's reasonable satisfaction, including replacing any damaged property, at no charge to Lessor, within fifteen (15) days of receipt of written notice from Lessor, or if such damage is of the nature that it cannot reasonably be remedied within fifteen (15) days of notice from Lessor, Licensee shall commence the applicable repairs as soon as possible and shall diligently perform such repairs until completion.

d. The Licensee Parties shall promptly report to Lessor in writing all accidents arising out of or in connection with the Protective Measures or Project that causes personal injury or property damage on the Adjacent Premises. The report shall give full details, including statements of witnesses, hospital reports and other information in the possession of the Licensee or the Licensee Parties.

e. If Licensee does not timely remedy property damage as per Paragraph 10(c) above, Lessor may repair (or if necessary replace) the damaged property on seven (7) business days' prior notice to Licensee, and all reasonable expenses, fees and expenses of any nature whatsoever incurred by Lessor (including reasonable attorney's fees, engineering fees, contractor's fees, architect's fees and expediting fees) shall be paid by Licensee to Lessor within ten (10) business days of receipt by Licensee of notice of such payment by Lessor together with copies of any bills, receipts, invoices in Lessor's possession.

9. NOTICE. All notices shall be in writing and given by receipted hand delivery or receipted next business day overnight courier service to the Parties at their respective addresses written above, except that notice to Lessor regarding access to the Adjacent Premises need not be in writing, only email. Notices shall be deemed given on the day of hand delivery or the next business day if sent by overnight courier service, or when delivery is refused, if applicable. Notices shall be addressed as follows:

If to Lessor:

Charles Henry Properties
Attn: Claude Simon
336 East 56th Street, Front A
New York, NY 10022
claude@vrtxinc.com

with a copy to

Vernon & Ginsburg, LLP

Attn: Darryl Vernon
261 Madison Avenue, 26th Floor
New York, NY 10016
dvernon@vgllp.com and
avernon@vgllp.com

If to Licensee:

X11 FIRST AVE LLC
c/o Vanbarton Group
292 Madison Avenue, 7th Floor
New York, New York 10017

Attn: Damiano Buffa
laudat@vanbartongroup.com
schachter@vanbartongroup.com

with a copy to

Rosenberg & Estis, P.C.
Attn: Brett B. Theis, Esq.
733 Third Avenue
New York, New York 10017
btheis@rosenbergestis.com and
jweitzman@rosenbergestis.com

10. VIOLATIONS; LIENS. Any violation, fine, or lien shall at any time be filed against the Adjacent Premises by reason of any work, labor, services or materials done for, or supplied to, or claimed to have been done for, or supplied to, Licensee shall cause or commence to cause the same to be cured, paid, discharged of record or adequately bonded (unless otherwise secured to the satisfaction of Lessor) within thirty (30) days after the date Licensee has received notice of the filing of such violation, fine or lien. If Licensee shall fail to do so within such 30-day period or to commence to do so and prosecute the cure diligently to completion, Lessor may procure the cure, payment or discharge of the same either by paying the amount claimed to be due, by payment to the applicable governmental authority, by deposit in a court of competent jurisdiction or by bonding (as applicable) or by performing the work necessary to discharge the violation or to pay the fine, and all such expenses shall be due and payable by Licensee. Any amount paid or deposited by Lessor for any such purpose, and all other expenses of Lessor, including reasonable attorney's fees and disbursements, and

professional fees, shall be payable within ten (10) business days after Licensee's receipt of such invoices. Lessor also reserves the right to stop all Work until the time which the violation, fine, lien, mortgage or other encumbrance is removed.

11. PERMITS, LICENSES, ETC. Licensee shall obtain, prior to the commencement of the installation of the Protective Measures, all necessary permits, licenses and approval from the applicable governmental agencies, and deliver copies of same to Lessor upon request. Lessor shall cooperate with Licensee, at Licensee's sole expense and without any liability to Lessor, in obtaining any permits and approvals necessary from governmental authorities with respect to the access and equipment (including installation of scaffolding, rigs, hoists or sidewalk sheds) necessary to perform install, maintain and remove the Protective Measures, including, but not limited to signing all forms and applications required by the DOB.

12. NO ORAL MODIFICATIONS. This Agreement is the entire agreement of the parties hereto regarding the subject matter hereof and may not be modified except in a writing signed by the party to be charged.

13. SUCCESSORS AND ASSIGNS. The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of Licensee and Lessor and their respective successors and assigns.

14. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law.

15. JURISDICTION. Licensee and Lessor each acknowledges and agrees that any dispute, suit, action or proceeding arising, directly or indirectly, out of or relating to this Agreement, and all suits, actions and proceedings to enforce this Agreement, shall be instituted in any state or federal court in New York County in the City and State of New York having jurisdiction, and the Parties hereto waive any objections which any of them may now or hereafter have based on venue and/or forum non-conveniens of any such suit, action or proceeding, and each party hereby irrevocably submits to the exclusive jurisdiction of any such court in any suit, action or proceeding.

16. WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (a) ARISING UNDER THIS AGREEMENT OR (b) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR EITHER OF THEM WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

17. ATTORNEYS' FEES. The prevailing party in any action or proceeding arising under this Agreement shall recover from the non-prevailing party its reasonable attorney's fees, costs and disbursements. Anything to the contrary notwithstanding, nothing herein shall diminish either Party's rights under RPAPL 881.

18. INVALIDITY. If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons, entities or circumstances shall not be affected but rather shall be enforced to the fullest extent permitted by law.

19. PRESUMPTIONS. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party drafting a document. It shall be construed neither for nor against any person or entity, but shall be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the Parties.

20. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto but having attached to it one or more additional signature pages. Signatures of the parties hereto on copies of this Agreement transmitted by facsimile machine or by electronic mail in portable document format (PDF) shall be deemed originals for all purposes hereunder, shall have the same legal effect as an originally drawn signature, and shall be binding upon the parties hereto.

21. RECITALS, SCHEDULES AND EXHIBITS. The recitals, schedules and exhibits annexed hereto are hereby incorporated as a part of this Agreement with the same effect as if set forth within the body hereof.

22. REFERENCES TO THIS AGREEMENT. Numbered or lettered sections or subsections herein contained refer to sections and subsections of this Agreement unless otherwise expressly stated. The terms "herein," "hereof" or "hereunder," or similar terms used in this Agreement, refer to this entire Agreement and not to the particular provision in which the terms are used, unless the context otherwise requires. The terms "include" and "including" shall each be construed as if followed by the phrase "without being limited to" whether or not so stated.

23. ENTIRE AGREEMENT. This Agreement contains all of the terms agreed upon between the Parties with respect to the subject matter hereof, and all agreements heretofore had or made between the Parties hereto are merged in this Agreement which alone fully and completely expresses the agreement of said Parties. This Agreement may not be altered, modified, amended, changed or canceled or any provision waived or abrogated, except by an instrument in writing duly executed by both Parties hereto.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, this Access and License Agreement has been executed as of the date first above written.

LICENSOR: *Claude Simon*

Dated: February 16, 2026

CHARLES HENRY PROPERTIES, LLC

LICENSEE:

Dated: _____

X11 FIRST AVE LLC

BY: _____

EXHIBIT A
Protection Plans

EXHIBIT B
Certificates of Insurance