

RIDER ANNEXED TO AND MADE A PART OF LEASE DATED AS OF _____
BETWEEN _____, AS LANDLORD
AND _____, AS TENANT COVERING
STOREFRONT SPACE KNOWN AS _____.

40. Definitions. The following definitions shall have the meanings hereinafter set forth wherever used in this Lease or any Exhibits or Schedules annexed hereto (if any):

- a. "Building" shall mean _____.
- b. "Start Date" shall mean _____.
- c. "Escalation Statement" shall mean a statement issued by Landlord to Tenant setting forth the amount payable by Tenant as adjustments to Rent for increased Taxes or Water and Sewer charges pursuant to Article _____ hereof. The Escalation Statement may take the form of a letter from Landlord or an agent of Landlord.
- d. "End Date" shall mean _____.
- e. "Rent" means the amount of money Tenant must pay Landlord on a monthly basis, due in advance and on the first of each month, in exchange for leasing the Leased Premises and for acquiring all rights enumerated within this Lease.
- f. "Lease" shall mean the Agreement of Lease between _____, as Landlord, and _____ as Tenant, for the Leased Premises.
- g. "Leased Premises" shall mean Storefront Space identified as _____, and any additional space as pursuant to Article _____ hereof below, if any.
- h. "Legal Requirements" shall mean laws, statutes and ordinances (including building codes and zoning regulations and ordinances) and the orders, rules, regulations, directives and requirements of all federal, state, county, city and borough departments, bureaus, boards, agencies, offices, commissions and other subdivisions thereof, or of any official thereof, or of any other governmental public or quasi-public authority, whether now or hereafter in force, which may be applicable to the land or Building or the Leased Premises or any part thereof, or the sidewalks, curbs or areas adjacent thereto and all requirements, obligations and conditions of all instruments of record on the date of this Lease.
- i. "Rent Abatement" shall mean the amount of Rent due for a period of time commencing on the Start Date during which payment of Rent shall be abated pursuant to Article _____ hereof.

- j. “Taxes” shall mean (A) all real estate taxes, assessments, vault tax, business improvement and other district charges and assessments, governmental levies, municipal taxes, county taxes or any other governmental charge, general or special, ordinary or extraordinary, unforeseen as well as foreseen, of any kind or nature whatsoever, which are or may be assessed, levied or imposed upon all or any part of the land, the Building and the sidewalks, plazas or streets in front of or adjacent thereto, including any tax, excise or fee measured by or payable with respect to any rent, and levied against Landlord and/or the land and/or Building, under the laws of the United States, the State of New York, or any political subdivision thereof, or by the City of New York, or any political subdivision thereof, and (B) any expenses incurred by Landlord in contesting any of the foregoing set forth in clause (A) of this sentence or the assessed valuations of all or any part of the land and Building, etc. or collecting any refund. If, due to a future change in the method of taxation or in the taxing authority, a new or additional real estate tax, or a franchise, income, transit, profit or other tax or governmental imposition, however designated, shall be levied against Landlord, and/or the land and/or Building, in addition to, or in substitution in whole or in part for any tax which would constitute “Taxes”, or in lieu of additional Taxes, such tax or imposition shall be deemed for the purposes hereof to be included within the term “Taxes”.
- k. “Tax Year” shall mean each period of twelve months, commencing on the first day of July of each year and ending on the last day of June of the following year which shall coincide with the fiscal year for real estate tax purposes of the City of New York.
- l. “Base Tax Year” shall mean the tax year in effect on the Start Date, identified in Article _____ hereof.
- m. “Base Tax” shall mean the Tax assessed to the Property where the Building is located during the Base Tax Year, identified in Article _____ hereof.
- n. “Tenant’s Proportionate Share” shall mean the percentage of Taxes and Water/Sewer Charges Tenant shall be obligated to pay under this Lease identified in Article _____ hereof.
- o. “Tenant’s Tax Payment” shall mean the Tenant’s Proportionate Share of the amount by which the Taxes for any particular Tax Year exceed the Base Tax.
- p. “Department of Finance” shall mean the New York City Department of Tax and Finance, or any other related or successor governmental agency responsible for the establishment and collection of Taxes.
- q. “Water/Sewer Charges” shall mean all water and sewer charges levied by any authority against the Building.
- r. “Base Water Period” shall mean the 4 quarterly billing periods prior to the Start Date which shall be used in calculating Water/Sewer Charges.

- s. "Leased Premises Water Meter" shall mean a separate meter that measures the water use for the Leased Premises.

41. Rent; Key Money; Security.

- a. The Rent for the first year of the Tenant's tenancy shall be \$_____ per month and shall increase at a rate of ____% per year as set forth in Exhibit _____ attached hereto and made a part of this Lease.
- b. The Rent Abatement shall be for a period of _____ months. Notwithstanding the provisions of this Article, provided that this Lease shall be in full force and effect and Tenant is not then in material default of any of the terms, conditions or covenants of this Lease, Tenant shall be entitled to the Rent Abatement. If any material default shall occur under this Lease at any time while Rent is being abated, Tenant shall not be entitled to any further abatement of Rent and Tenant shall immediately pay to Landlord the amount of Rent heretofore abated pursuant to the terms of this Article.
- c. Key Money. Tenant shall pay to Landlord a sum of \$_____ as key money. The Key money is not refundable and shall not be credited towards the payment of Rent.
- d. Tenant shall also pay to Landlord the sum of _____ months' Rent to be held as security, at Lease signing. Tenant also agrees to increase the security held by Landlord each time the Rent is increased such that Landlord is always in possession of a sum three (3) times the monthly Rent as security.

42. Adjustments of Rent

- a. Terms
 - i. The Base Tax Year under this Lease shall be the Department of Finance's fiscal year of _____.
 - ii. The Base Tax under this Lease shall be _____.
 - iii. The Tenant's Proportionate Share under this Lease shall be _____.
- b. Tenant's Tax Payment
 - i. Calculation. Tenant shall pay as additional Rent for each Tax Year, the Tenant's Tax Payment which shall be calculated by determining the amount by which the Taxes for such Tax Year exceed the Tax Base, and then multiplying that amount by the Tenant's Proportionate Share.
 - ii. If the Department of Finance's fiscal year changes during the term of this Lease, any Taxes for such fiscal year, a part of which is included within a particular Tax Year and a part of which is not so included, shall be apportioned on the basis of the number of days in such fiscal year included in

the particular Tax Year for the purpose of making the computations under this Article.

- iii. If Landlord shall receive a refund of Taxes for any Tax Year during the term of this Lease other than the Base Tax Year, Landlord shall credit to Tenant the Tenant's Proportionate Share of said refund but not to exceed Tenant's Tax Payment paid for such Tax Year.
 - iv. If the Base Tax is reduced as a result of a certiorari proceeding or otherwise, Landlord shall adjust the amount of each Tenant's Tax Payment previously made, and Tenant shall pay the amount of said adjustment within thirty (30) days after demand setting forth the amount of said adjustment.
 - v. In no event shall the Rent ever be reduced by operation of this Article.
- c. Tenant's Water/Sewer Payment
- i. Calculation. If there is a Leased Premises Water Meter, Tenant shall pay for Tenant's actual water usage calculated by multiplying the water usage indicated on the Leased Premises Water Meter by the rate charged by the authority levying the Water/Sewer Charges. Otherwise, Tenant shall pay as additional Rent, a sum equal to Tenant's Proportionate Share of all Water/Sewer Charges. In addition, if the volume of water usage for the Building shall increase more than 25% of the water usage for the Base Water Period, Tenant shall also pay to Landlord, in addition to Tenant's Proportionate Share of all Water/Sewer Charges, 50% of all Water/Sewer Charges for any volume that exceeds 125% of the volume during the Base Water Period.
 - ii. Leased Premises Water Meter. Landlord reserves the right, at any time during the Lease Term or any subsequent option period, to require the Tenant to install, or to have installed at Landlord's discretion and at Tenant's expense, a Leased Premises Water Meter and require Tenant to pay for Tenant's actual water usage.
 - iii. Tenant agrees to pay a pro rata share of the Water/Sewer Charges from the Start Date to the end of the billing period for Water/Sewer Charges.
- d. Escalation Statement.
- i. Within ten (10) days after Landlord shall furnish to Tenant an Escalation Statement with respect to Taxes for any Tax Year, or for Water/Sewer Charges for any Water/Sewer Charges billing period, Tenant shall make payment, in full, of the Tenant's Tax Payment and Tenant's Water/Sewer Payment.
 - ii. Tenant's obligation to pay Tenant's Tax Payment and Tenant's Water/Sewer Payment shall survive the expiration or earlier termination of this Lease, and shall cover the time period only for when the Tenant is responsible under the

terms of this Lease. Payments shall be made pursuant to this Article notwithstanding the fact that an Escalation Statement is furnished to Tenant after the expiration of the term of this Lease.

- iii. Landlord's failure to provide an Escalation Statement to Tenant with respect to any Tax Year or Water/Sewer Charges billing period, respectively, shall not prejudice Landlord's right to thereafter provide an Escalation Statement to Tenant for that or any subsequent Tax Year or Water/Sewer Charges billing period.
- iv. Upon request, Landlord shall provide to Tenant the documents and supporting information used to calculate the Tenant's Tax Payment or Tenant's Water/Sewer Payment within a reasonable amount of time.

43. Electricity and Gas

- a. Tenant shall make all arrangements with the public utility company (the "Utility") for obtaining electricity and natural gas directly from the Utility, including, but not limited to, causing existing electric and natural gas meters to be maintained on the Leased Premises, at Tenant's expense, to measure all electric and natural gas consumption at the Leased Premises. Landlord will permit its electric and natural gas feeders, risers, pipes and wiring serving the Leased Premises to be used by Tenant to the extent available and safely capable of being used for such purpose. Tenant shall be responsible to the Utility for the payment of all charges for electricity and natural gas consumed by Tenant in the Leased Premises and all electric current and natural gas used in the operation of the heating, cooking, ventilation and air-conditioning servicing the Leased Premises shall be the obligation of Tenant.
- b. In the event the connected load in the Leased Premises shall at any time or from time to time during the term hereof exceed, or if Tenant shall desire connected load in excess of the connected load then allocated to the Leased Premises, then Tenant shall pay to Landlord, as Additional Rent, the then Building standard excess capacity charge (the "Excess Capacity Charge") for each occurrence of such excess capacity (over and above the wattage of any previous excess capacity for which Tenant has paid an Excess Capacity Charge).
- c. Landlord shall be obligated to pay no part of any costs required for Tenant's direct electric or natural gas service. Interruption or curtailment of such direct service shall not constitute a constructive or partial eviction nor entitle Tenant to any compensation or abatement of Rent. Landlord shall not in any way be liable or responsible to Tenant for any loss, damage or expense which Tenant may sustain or incur for such interruption or curtailment or if either the quantity or character of electric or natural gas service is changed or is no longer available or suitable for Tenant's requirements.
- d. Tenant covenants and agrees that at all times its use of electric current shall never exceed the capacity of the then existing feeders to the Building or the risers or wiring in the Building. Landlord, at Landlord's option, shall furnish, install and replace, as required, all lighting tubes, lamps, bulbs and ballasts required in the Leased Premises

at Tenant's sole cost and expense. All lighting tubes, lamps, bulbs and ballasts so installed shall become Landlord's property upon the expiration or sooner termination of this Lease.

- e. In no event shall Tenant use or install any fixtures, equipment or machines, the connected load use of which would exceed the electricity service allocated to the Leased Premises. All meters, panel boards, wiring and other equipment which may be required to obtain electricity from the Utility shall be installed and maintained by Tenant at its expense, subject to the provisions of this Lease. Tenant shall make no alterations or additions to the electrical or natural gas equipment without the prior written consent of Landlord.
- f. If the Building uses oil for heating rather than natural gas, the provisions of this Article that apply to natural gas shall also apply to oil.

44. Limitation on Services

- a. Landlord shall have no responsibility for the rendition of any services or utilities to Tenant or the Leased Premises, including, without limitation heat, air conditioning, cleaning, garbage removal, elevator, gas or electricity. Tenant shall make its own direct arrangements for the furnishing of and payment of all charges for any and all of the aforementioned utilities and services. In no event shall the Landlord be responsible for charges for any such utilities and services. Landlord makes no representation as to the availability or continued availability of any Utility in the Leased Premises.
- b. Tenant shall pay for all water charges as per Article _____.
- c. Landlord reserves the right, without liability to Tenant and without constituting any claim of constructive eviction, to stop or interrupt any heating, electricity, water, or other service and to stop or interrupt any permitted use of any Building facilities at such times as may be necessary and for as long as may reasonably be required by reason of accidents, strikes, or the making of repairs, alterations or improvements, or inability to secure a proper supply of fuel, steam, water, electricity, labor or supplies, or by reason of any other similar or dissimilar cause beyond the reasonable control of Landlord. No such stoppage or interruption shall entitle Tenant to any diminution or abatement of Rent or other compensation nor shall this Lease or any of the obligations of Tenant be affected or reduced by reason of any such stoppage or interruption.
- d. Any Utility charges Tenant is responsible for which are paid for by Landlord after the Start Date will be charged to the Tenant as Additional Rent. If Tenant fails to transfer the existing Utility accounts with Con Ed and/or National Grid, or any other such Utility provider, into Tenant's name as of the Start Date within 15 days of Start Date, Landlord reserves the right to get involved in effectuating this transfer and Tenant agrees to pay all fees associated with effectuating this transfer, including, but not limited to, a \$150 service charge to Landlord per Utility account for effectuating this transfer. If Landlord pays any Utility bill which is the

responsibility of Tenant to pay under this Lease, Tenant shall reimburse Landlord the full amount of this bill plus a \$150 service fee for each such bill paid for by Landlord. These amounts shall be considered Additional Rent.

45. Subordination

- a. At Landlord's option, this Lease shall be subject and subordinate to all ground or underlying leases hereinafter executed affecting the Leased Premises, and to the lien of any mortgages or deeds of trust in any amount or amounts whatsoever now or hereafter placed on or against the land or improvements or either thereof, of which the Leased Premises are a part, without the necessity of the execution and delivery of any further instruments, on the part of the Tenant, to effectuate such subordination. If any mortgagee, trustee, or ground lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust or ground lease, on the date of the recording thereof. Tenant covenants and agrees to execute and deliver upon demand, without charge, such further instruments evidencing such subordination of this Lease to such ground or underlying leases and to the lien of any such mortgages or deeds of trust as may be required by Landlord.
- b. In the event of any act or omission of Landlord that would give Tenant the right, immediately or after lapse of a period of time, to cancel or terminate this Lease, or to claim a partial or total eviction, Tenant shall not exercise such right (i) until it has given written notice of such act or omission to the holder of each superior mortgage and the lessor of each superior lease whose name and address shall previously have been furnished to Tenant in writing and (ii) unless such act or omission shall be one that is not capable of being remedied by Landlord or such holder or lessor within a reasonable period of time, until a reasonable period for remedying such act or omission shall have elapsed following the giving of such notice and following the time when such holder or lessor shall have become entitled under such superior mortgage or superior lease, as the case may be, to remedy the same (which reasonable period shall in no event be less than the period to which Landlord would be entitled under this Lease or otherwise, after similar notice, to effect such remedy), provided that such holder or lessor shall give Tenant written notice of its intention to remedy such act or omission and shall, with due diligence, commence and continue to do so.
- c. If the lessor of a superior lease or the holder of a superior mortgage shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease or deed, then, at the request of the party so succeeding to Landlord's rights (herein sometimes called the successor landlord) and upon such successor landlord's written agreement to accept Tenant's attornment, Tenant shall attorn to and recognize such successor landlord as Tenant's landlord under this Lease, and shall promptly execute and deliver any instrument that such successor landlord may reasonably request to evidence such attornment. Upon such attornment, this Lease shall continue in full force and effect as, or as if it were, a direct lease between the successor landlord and Tenant, upon all of the terms, conditions and covenants as are set forth in this Lease and shall be applicable after such attornment, except that the successor landlord shall not:

- i. be liable for any previous act or omission of Landlord under this Lease;
- ii. be subject to any offset, not expressly provided for in this Lease, that shall have theretofore accrued to Tenant against Landlord; or
- iii. be bound by any previous modification of this Lease, not expressly provided for in this Lease, or by any previous prepayment of more than one month's Rent or any Additional Rent then due, unless such modification or prepayment shall have been expressly approved in writing by the lessor of the superior lease or the holder of the superior mortgage through, or by reason of which, the successor landlord shall have succeeded to the rights of Landlord under this Lease.

46. Assignment and Subletting

- a. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage, or encumber this Lease or any of its rights or estates hereunder, sublet the Leased Premises or any part thereof, or suffer, or permit, the Leased Premises, or any part thereof, to be used or occupied by others, without the prior written consent of Landlord in each instance. If this Lease be assigned, or if the Leased Premises or any part thereof be sublet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect Rent from the assignee, subtenant, or occupant, and apply the net amount collected to the Rent herein reserved, but no assignment, subletting, occupancy, or collection shall be deemed a waiver of the provisions hereof, the acceptance of the assignee, subtenant, or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. Landlord's consent to an assignment or subletting shall not, in any wise, be construed to relieve Tenant from obtaining Landlord's express written consent to any further assignment or subletting. In no event shall any permitted sublessee assign or encumber its sublease, further sublet all or any portion of its sublet space, or otherwise suffer or permit the sublet space, or any part thereof, to be used or occupied by others, without Landlord's written consent in each instance. For purposes of this Article, the transfer of a majority of the issued and outstanding capital stock of any corporate tenant, or of a corporate subtenant, or the transfer of a majority of the total interest in any partnership tenant or subtenant, however accomplished, whether in a single transaction or in a series of related or unrelated transactions, shall be deemed an assignment of this Lease, or of such sublease, as the case may be
- b. If Tenant shall, at any time or times during the term of this Lease, desire to assign this Lease or sublet the Leased Premises, Tenant shall give notice thereof to Landlord (the "Assignment/Sublet Notice"), which notice shall be accompanied by: (i) a conformed or photostatic copy of the proposed assignment or sublease, the effective or Start Date of which shall be not less than sixty (60) nor more than ninety (90) days after the giving of such notice; (ii) a statement setting forth, in reasonable detail, the identity of the proposed assignee or subtenant, the nature of its business and its proposed use of the Leased Premises; and (iii) current financial information with respect to the proposed assignee or subtenant, including its most recent financial

report. Such notice shall be deemed an offer from Tenant to Landlord whereby Landlord (or, at Landlord's election, its designees if Landlord shall exercise its rights under succeeding clauses (ii) or (iii) hereof) may, at Landlord's option (i) with respect to an assignment of this Lease or a subletting of the Leased Premises for all or substantially all of the term of the Lease terminate this Lease, or (ii) with respect to a prospective assignment, accept an assignment of this Lease from Tenant without any payment of moneys or other consideration therefor, or (iii) with respect to a prospective subletting, accept a sublease from Tenant for the remainder of the term of this Lease at a rental rate equal to the lower of (a) Tenant's proposed subrental or (b) at the same rate of Rent and Additional Rent then payable under the Lease; and otherwise on the same terms, covenants and conditions (including provisions relating to escalation rents), as are contained herein. Any of the aforesaid options may be exercised by Landlord by notice to Tenant at any time within sixty (60) days after such notice has been given by Tenant to Landlord, and during such sixty (60) day period, Tenant shall not assign this Lease or sublet such space to any person.

- c. If Landlord exercises its option to terminate this Lease in the event that Tenant desires either to assign this Lease or to sublet the Leased Premises, then this Lease shall end and expire upon the date that such assignment or subletting was to be effective or to commence, as the case may be, and the Rent and Additional Rent shall be paid and apportioned to such date. If Landlord exercises its option to accept an assignment of this Lease or a subletting of the Leased Premises Tenant shall then execute and deliver to Landlord, or to anyone designated or named by Landlord, an assignment or sublease, as the case may be, in either case in a form reasonably satisfactory to Landlord's counsel. If the proposed transaction is a sublease and Landlord accepts such offer, Tenant, on demand, shall pay to Landlord or its managing agent (as Landlord shall elect) an amount equal to the brokerage commissions which would have been incurred by Tenant but for Landlord's accepting such offer.

If a sublease is so made it shall expressly:

- i. permit Landlord to make further subleases of all or any part of the Leased Premises and (at no cost or expense to Tenant) to make and authorize any and all changes, alterations, installations and improvements in such space as Landlord may deem necessary for such subletting, at Landlord's expense;
- ii. negate any intention that the estate created under such sublease be merged with any other estate held by either of the parties;
- iii. provide that Landlord shall accept the Leased Premises "as is", it being intended that Tenant shall have no other cost or expense in connection with the subletting of the Leased Premises;
- iv. provide that at the expiration of the term of such sublease Tenant will accept the Leased Premises in its then existing condition, subject to the obligations of Landlord to make such repairs thereto as may be necessary to preserve the Leased Premises in good order and condition, ordinary wear and tear excepted.

- d. In the event that Tenant complies with the provisions of paragraph (b) of this Article and Landlord does not exercise an option provided to it thereunder within the time provided therefor, and provided that Tenant is not in default of any of Tenant's obligations under this Lease, Landlord's consent (which must be in writing and in form reasonably satisfactory to Landlord) to the proposed assignment of this Lease or subletting of the entire Leased Premises shall not be unreasonably withheld or delayed, provided the following conditions have been satisfied:
- i. in Landlord's reasonable judgment, the proposed assignee or subtenant is engaged in such a business, and the Leased Premises will be used in such a manner, that: (x) is limited to the use expressly permitted under this Lease; and (y) will not violate any negative covenant as to use contained in any other lease of space in the Building about which Tenant has been informed following its request to Landlord for such information;
 - ii. the proposed assignee or subtenant is a reputable person of good character and with sufficient financial worth considering the responsibility involved, and Landlord has been furnished with reasonable proof thereof;
 - iii. neither (i) the proposed assignee or sublessee nor (ii) any person that, directly or indirectly, controls, is controlled by, or is under common control with, the proposed assignee or sublessee, is then an occupant or tenant of any part of the Building;
 - iv. the proposed assignee or sublessee is not a person with whom Landlord is then, or shall have been during the previous twelve (12) month period, negotiating to lease space in the Building;
 - v. the proposed sublease shall be in form reasonably satisfactory to Landlord and shall comply with the applicable provisions of this Article;
 - vi. the amount of the aggregate rent to be paid by the proposed subtenant is not less than the then current market rent per rentable square foot for the Leased Premises, and the rental and other terms and conditions of the sublease are the same as those contained in the proposed sublease furnished to Landlord pursuant to paragraph (b);
 - vii. Tenant shall reimburse Landlord on demand for any reasonable costs that may be incurred by Landlord in connection with said assignment or sublease, including the costs of making investigations as to the acceptability of the proposed assignee or subtenant and legal costs incurred in connection with the granting of any requested consent;
 - viii. Tenant shall not have (a) advertised or publicized in any way the availability of the Leased Premises without prior notice to, and approval by, Landlord, which approval Landlord agrees not to unreasonably withhold, nor shall any advertisement state the name (as distinguished from the address) of the Building, or (b) listed the Leased Premises for subletting or assignment, with a broker, agent or representative (other than the then managing agent of the

Building or other agent designated by Landlord) or otherwise, at a proposed rental less than the Rent and Additional Rent at which Landlord is then offering to lease other space in the Building;

- ix. the sublease shall only allow for the use of the Leased Premises in accordance with Article 2 hereof as further restricted by Article _____ hereof;
 - x. the sublease shall not provide for an option on behalf of the subtenant thereunder to extend or renew the term of such sublease;
 - xi. at the time of the Assignment/Sublet Notice and at the time of such assignment or subletting, the Lease shall be in full force and effect and Tenant shall not then be in default of any of the provisions in the Lease;
 - xii. if any Rent (or Additional Rent) payable to Tenant in connection with such assignment or sublease exceeds the amount required to be paid by Tenant hereunder, Tenant shall pay to Landlord one-half (1/2) of such excess rental income promptly upon receipt;
 - xiii. with respect to any proposed assignment, Landlord shall be provided with a replacement guarantor acceptable to Landlord in its sole discretion, which replacement guarantor shall enter into a Guaranty in the form utilized in connection with the Lease; and
 - xiv. the entire cost of any subletting, including, but not limited to, improvements, brokerage fees and legal expenses and fees shall be borne by Tenant.
- e. In the event that (i) Landlord fails to exercise any of its options under paragraph (b) of this Article and consents to a proposed assignment of this Lease or sublease of the entire Leased Premises and (ii) Tenant fails to execute and deliver the assignment or sublease to which Landlord consented within sixty (60) days after the giving of such consent, then Tenant shall again comply with all of the provisions and conditions of paragraph (b), before assigning this Lease or subletting the Leased Premises.
- f. Each subletting pursuant to this Article shall be subject to all of the covenants, agreements, terms, provisions and conditions contained in this Lease. Notwithstanding any such subletting and/or acceptance of Rent or Additional Rent by Landlord from any subtenant, Tenant shall and will remain fully liable for the payment of the Rent and Additional Rent due, and to become due, hereunder, for the performance of all of the covenants, agreements, terms, provisions and conditions contained in this Lease on the part of Tenant to be performed and for all acts and omissions of any licensee, subtenant, or any other person claiming under or through any subtenant that shall be in violation of any of the obligations of this Lease, and any such violation shall be deemed to be a violation by Tenant. Tenant further agrees that, notwithstanding any such subletting, no other and further subletting of the Leased Premises by Tenant, or any person claiming through or under Tenant (except as provided in paragraph (i) of this Article), shall, or will be, made, except upon compliance with, and subject to, the provisions of this Article. If Landlord shall decline to give its consent to any proposed assignment or sublease, or if Landlord

shall exercise its option under paragraph (b), Tenant shall indemnify, defend and hold Landlord harmless from and against any and all losses, liabilities, damages, costs and expenses (including reasonable counsel fees) resulting from any claims that may be made against Landlord by the proposed assignee or subtenant or by any brokers or other persons claiming a commission or similar compensation in connection with the proposed assignment or sublease.

- g. With respect to each and every sublease or subletting, it is further agreed that:
 - i. no subletting shall be for a term ending later than one day prior to the expiration date of this Lease;
 - ii. no sublease shall be valid, and no subtenant shall take possession of the Leased Premises or any part thereof, until an executed counterpart of such sublease has been delivered to Landlord; and
 - iii. each sublease shall provide that it is subject and subordinate to this Lease and to the matters to which this Lease is or shall be subordinate, and that, in the event of termination, re-entry, or dispossession by Landlord under this Lease, Landlord may, at its option, take over all of the right, title and interest of Tenant as sublandlord under such sublease, and such subtenant shall, at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease, except that Landlord shall not (x) be liable for any previous act or omission of Tenant under such sublease, (y) be subject to any offset, not expressly provided in such sublease, that theretofore accrued to such subtenant against Tenant or (z) be bound by any previous modification of such sublease or by any previous prepayment of more than one month's Rent or any Additional Rent then due.
- h. Any assignment or transfer shall be made only if, and shall not be effective until, the assignee shall execute, acknowledge and deliver to Landlord an agreement, in form and substance satisfactory to Landlord, whereby the assignee shall assume all of the obligations of this Lease on the part of Tenant to be performed or observed and whereby the assignee shall agree that the provisions contained in paragraph (a) shall, notwithstanding such assignment or transfer, continue to be binding upon it in respect of all future assignments and transfers. The original named Tenant covenants that, notwithstanding any assignment or transfer, whether or not in violation of the provisions of this Lease, and notwithstanding the acceptance of Rent and/or Additional Rent by Landlord from an assignee, transferee, or any other party, the original named Tenant shall remain fully liable for the payment of the Rent and Additional Rent and for the other obligations of this Lease on the part of Tenant to be performed or observed.
- i. If Tenant is a corporation, the provisions of paragraph (a) shall apply to a transfer (by one or more transferees) of a majority of the stock of Tenant, as if such transfer of a majority of the stock of Tenant were an assignment of this Lease.

- j. The joint and several liability of Tenant and any immediate or remote successor in interest to Tenant, and the due performance of the obligations of this Lease on Tenant's part to be performed or observed, shall not be discharged, released, or impaired in any respect by any agreement or stipulation made by Landlord extending the time of, or modifying any of the obligations of, this Lease, or by any waiver or failure of Landlord to enforce any of the obligations of this Lease.
- k. This Lease shall be fully assignable by Landlord or its assigns.

47. Condition of Premises

- a. Tenant hereby accepts the Leased Premises in "AS IS" condition without any warranties on the part of Landlord as to fitness for use or habitability as of the date of the possession hereunder, subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations, including private easements and restrictions, governing and regulating the use of the Leased Premises, and accepts this Lease subject thereto and to all matters disclosed thereby, and by any exhibits attached hereto. Tenant acknowledges that neither Landlord nor Landlord's agent has made any representation or warranty as to the conditions or suitability of the Leased Premises for the conduct of the Tenant's business. Tenant has examined the Leased Premises and agrees to accept the same in their condition and state of repair existing as of the Start Date and understands and agrees that Landlord shall not be required to perform any work, supply any materials or incur any expense to prepare the Leased Premises for Tenant's occupancy prior to the Start Date.
- b. Landlord makes no representation as to the condition of any air-conditioning or other equipment located in the Leased Premises. Any and all air-conditioning equipment, venting equipment and "in ceiling" lighting fixtures existing as of the date hereof or installed by Tenant at the Lease Premises, shall be and remain Landlord's property but will be maintained, repaired and replaced (whenever necessary) at Tenant's sole cost and expense throughout the term of the Lease.
- c. Tenant, at its sole cost and expense, in connection with the preparation of the Leased Premises for its intended use, shall be fully responsible for the demolition and renovation needed to allow the Lease Premises to support the intended use, all of which shall be completed in accordance with the provisions of Article _____ below and all Legal Requirements.

48. Limitation on Liability

Tenant shall look only to Landlord's estate and property in the Building, for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or liability by Landlord hereunder, and no other property or assets of Landlord and no property of any officer, employee, director, shareholder, partner or principal of Landlord 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 of Landlord and Tenant hereunder or Tenant's use or occupancy of the Leased Premises.

49. Miscellaneous

- a. If any of the provisions of this Lease, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- b. This Lease shall be governed in all respects by the laws of the State of New York.
- c. If, in connection with obtaining financing for the Building, a bank, insurance company or other lending institution shall request reasonable modifications in this Lease as a condition to such financing, Tenant will not unreasonably withhold, delay or defer its consent thereto, provided that such modifications do not increase the monetary obligations of Tenant hereunder or materially increase any other obligations of Tenant hereunder created.
- d. Without incurring any liability to Tenant, Landlord may permit access to the Leased Premises and open the same, whether or not Tenant shall be present, upon demand of any receiver, trustee, assignee for the benefit of creditors, sheriff, marshal or court officer entitled to, or reasonably purporting to be entitled to, such access for the purpose of taking possession of, or removing, Tenant's property or for any other lawful purpose (but this provision and any action by Landlord hereunder shall not be deemed a recognition by Landlord that the person or official making such demand has any right or interest in or to this Lease, or in or to the Leased Premises), or upon demand of any representative of the fire, police, building, sanitation or other department of the city, state or federal governments.
- e. Tenant shall not be entitled to exercise any right of termination or other option granted to it by this Lease (if any) at any time when Tenant is in material default in the performance or observance of any of the covenants, terms, provisions or conditions on its part to be performed or observed under this Lease.
- f. Tenant shall not place or permit to be placed any vending machines in the Leased Premises, except with the prior written consent of Landlord in each instance, which shall not be unreasonably withheld.
- g. Tenant shall not directly or indirectly occupy any space in the Building (by assignment, sublease or otherwise) other than the Leased Premises, except with the prior written consent of Landlord in each instance.
- h. Tenant agrees that its sole remedies in cases where Landlord's reasonableness in exercising its judgment or withholding its consent or approval is applicable pursuant to a specific provision of this Lease, or any rider or separate agreement relating to this Lease, if any, shall be those in the nature of an injunction, declaratory judgment, or specific performance, the rights to money damages or other remedies being hereby specifically waived.

- i. The Article headings of this Lease are for convenience only and are not to be given any effect whatsoever in construing this Lease.
- j. This Lease shall not be binding upon Landlord unless and until it is signed by Landlord and a fully executed copy thereof is delivered to Tenant.
- k. The exhibits annexed to this Lease shall be deemed part of this Lease with the same force and effect as if such exhibits were numbered Articles of this Lease.
- l. If the Rent hereunder shall commence on any day other than the first day of a calendar month, the Rent for such calendar month shall be prorated.
- m. Tenant agrees that Tenant will not at any time during said term, either directly or indirectly, use any contractors and/or labor and/or materials if the use of such contractors and/or labor and/or materials would or will create any difficulty with other contractors and/or labor engaged by Tenant or Landlord or others in the maintenance and/or operation of the Building or any part thereof.
- n. References in this rider to “Landlord” shall be deemed to be references to Owner as such term is defined on page 1 of the printed portion of this Lease.
- o. Landlord shall not, in connection with its disapproval of any alteration, improvement, addition or change in or to the Leased Premises proposed by Tenant pursuant to Article 3 hereof or otherwise, be required to find or demonstrate that the same, if performed, would constitute waste.
- p. If there shall be any conflict between the provisions of this rider and the provisions contained in the printed form to which this rider is annexed, the provisions of this rider shall govern.
- q. Tenant acknowledges that it has no rights to any development rights, “air rights” or comparable rights appurtenant to the land or Building, and consents, without further consideration, to any utilization of such rights by Landlord and agrees to promptly execute and deliver any instruments which may be requested by Landlord, including instruments merging zoning lots, evidencing such acknowledgment and consent. The provisions of this paragraph (q) shall be deemed to be and shall be construed as an expressed waiver by Tenant of any interest Tenant may have as a “party in interest” (as such quoted term is defined in Section 12-10 Zoning Lot of the Zoning Resolution of the City of New York) in the Building or the land.
- r. Any and all payments and charges to be paid by Tenant hereunder other than the Rent provided to be paid in the preamble to this Lease shall be Additional Rent hereunder for non-payment of which Landlord shall have all of the remedies provided herein or at law.
- s. If this Lease be a renewal of an existing lease between the parties or their predecessors in interest, then any obligation of Tenant for the payment of Rent or Additional Rent or the performance of any obligation under such existing lease which accrues prior to the expiration thereof shall constitute an obligation under this Lease for non-

payment or non-performance for which Landlord shall have all of the remedies provided herein.

- t. If any of the Rent or Additional Rent payable under the terms and provisions of this Lease shall be or become uncollectible, reduced or required to be refunded because of any Legal Requirement (as such term is defined in Article 40 hereof), Tenant shall enter into such agreement(s) and take such other steps (without additional expense to Tenant) as Landlord may request and as may be legally permissible to permit Landlord to collect the maximum rents which from time to time during the continuance of such legal rent restriction may be legally permissible (and not in excess of the amounts reserved therefor under this Lease) Upon the termination of such legal rent restriction, (a) the Rents shall become and thereafter be payable in accordance with the amounts reserved herein for the periods following such termination and (b) Tenant shall pay to Landlord, to the maximum extent legally permissible, an amount equal to (i) the Rents which would have been paid pursuant to this Lease but for such legal rent restriction less (ii) the Rents paid by Tenant during the period such legal rent restriction was in effect.
- u. This Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- v. This Lease constitutes the entire agreement between the Parties, and no promise, agreement, or consideration other than that recited herein has been made or exchanged in return for the releases and discharges effected by this Lease. All prior understandings, representations, or agreements are merged in this Lease, and this Lease shall not be modified in any manner except by written instrument signed by each of the parties hereto.
- w. The Parties hereto agree that each party and its counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any amendments, exhibits or schedules hereto.
- x. The Parties hereby agree and submit to the exclusive jurisdiction of the courts of the State of New York, county of Kings, in any action, lawsuit or other proceeding arising out of or relating to this Lease. The Parties irrevocably waive any objection that they may now or hereafter have to the venue of any such action, lawsuit or other proceeding in any such court or that such action, lawsuit or other proceeding was brought in an inconvenient forum, and agree not to plead or claim the same.
- y. Each of the Parties hereto further state that they have carefully read the foregoing Lease and know the contents thereof, and each of them does hereby sign the same as their own free act after ample opportunity to review this document and to consult with any individuals, advisors, or counsel of their choosing.
- z. Landlord and Landlord's agents have a right of way through the Premises to access the basement and any Building systems at all times, and may transport items through Premises at times that do not interfere with the conduct of Tenant's business.

50. Insurance

- a. Tenant covenants and agrees to provide on or before the commencement of the term of this Lease and to keep in force during the term hereof for the benefit of Landlord and Tenant (i) a comprehensive general liability insurance policy with contract liability endorsement protecting Landlord, Tenant, Landlord's managing agent and any mortgagee or superior lessor and any other person whose name is furnished by Landlord to Tenant against any liability whatsoever, occasioned by any occurrence on or about the Leased Premises or any appurtenances thereto in such limits as Landlord may reasonably require and as of the date of this Lease Landlord reasonably requires limits of liability thereunder of not less than the amount of Three Million (\$3,000,000.00) Dollars combined single limit for bodily or personal injury (including death) and property damage, (ii) all risk property insurance, with extended coverage and vandalism and malicious mischief, fire, flood and special extended peril (all risk) endorsement, and War Risks Insurance, when and to the extent that such insurance is obtainable, covering all property of Tenant and all improvements and betterments and Tenant's trade fixtures, contents and signs on the Leased Premises, to a limit of not less than the full replacement value thereof, (iii) rental income or business interruption, with coverage in an amount not less than twelve (12) months gross rental income or gross business earnings, as applicable, in each case to the Leased Premises, (iv) sprinkler damage insurance against loss or damage from leakage of sprinkler systems now or hereafter installed in the Leased premises, in such amount as Landlord may reasonably require, (v) steam boiler insurance, if applicable, in such amounts as may be from time to time reasonably required by Landlord (or any mortgagee of Landlord), and (vi) such additional insurance as reasonably requested by Landlord. In addition, Tenant represents that it will not seek to obtain a liquor license
- b.
 - i. Tenant agrees to include, in its fire insurance policy or policies on its furniture, furnishings, fixtures and other property removable by Tenant under the provisions of this Lease appropriate clauses pursuant to which the insurance company or companies (i) waive the right of subrogation against Landlord and/or any tenant of space in the Building with respect to losses payable under such policy or policies and/or (ii) agree that such policy or policies shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for losses covered by such policy or policies.
 - ii. Provided that Tenant's right of full recovery under its aforesaid policy or 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 servants, and employees, and against every other tenant in the Building who shall have executed a similar waiver as set forth in this subsection for loss or damage to, Tenant's improvements and betterments and Tenant's furniture, furnishings, fixtures and other property removable by Tenant under the provisions hereof to the extent that same is covered by Tenant's insurance,

notwithstanding that such loss or damage may result from the negligence or fault of Landlord, its servants, agents or employees, or such other tenant and the servants, agents or employees thereof.

- iii. Tenant hereby agrees to advise the Landlord promptly if the clauses to be included in its insurance policies pursuant to subdivisions (i) and (ii) hereof cannot be obtained. Tenant hereby also agrees to notify the Landlord promptly of any cancellation or change of the terms of any such policy which would affect such clauses.
- iv. The waiver of subrogation referred to in subsections (i) and (ii) of this paragraph of this Article shall extend to the agents and employees of Landlord.
- c. Tenant shall require any contractor of Tenant performing work on the Leased Premises to take out and keep in force, at no expense to Landlord (a) comprehensive general liability insurance policy, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection to the limit, for each occurrence of not less than \$3,000,000.00 with respect to personal injury or death and \$1,000,000.00 with respect to property damage; and (b) workmen's compensation or similar insurance in form and amounts required by law, which insurance policies shall be required to name the Landlord and its managing agent as additional insureds. Tenant shall deliver evidence of the contractor's required insurance coverage to Landlord, in a form satisfactory to Landlord, prior to any contractor performing any work on the Leased Premises.
- d. Tenant shall, throughout the term of this Lease, maintain such worker's compensation or employer's liability insurance as may be required by law.
- e. Tenant shall, throughout the term of this Lease, name the Landlord and its managing agent as additional insureds on all insurance policies, and shall provide all certificates of insurance required to be maintained, to Landlord, and shall update these certificates as they renew.

51. Change of Condition

Landlord shall not be liable for any change of condition in the Leased Premises caused by the compliance with any present or future laws, rules, orders, ordinances, requirements, or regulations of any Federal, State, County or municipal authority or government, including any change required by law for off-street parking or similar legislation, or by revocation by any such authority or authorities of any permit or license heretofore granted, or by construction or operation of any public or quasi-public work, or by the erection of any building or buildings upon any adjacent property, or by change of environment. Landlord shall not be liable for interference with or loss of light or other incorporeal hereditaments caused by anybody other than Landlord, or caused by or for the City or any governmental or quasi-governmental agency or authority in connection with the construction of any public or quasi-public work.

52. Brokerage

- a. Tenant covenants, represents and warrants that Tenant has had no dealings or communications with any broker or agent in connection with the consummation of this Lease, other than _____ (the "Broker"), and Tenant covenants and agrees to pay, hold harmless and indemnify Landlord from and against any and all cost, expense (including reasonable attorneys' fees) or liability for any compensation, commissions or charges claimed by any broker or agent other than the Broker.
- b. Landlord acknowledges that it shall not be the Tenant's responsibility to pay the Broker's fee, unless Tenant failed to disclose the use of any other brokers or agents who make a claim for the payment of commission or compensation, in which case, Tenant shall be responsible for that payment.

53. Estoppel Certificate

Tenant agrees, at any time and from time to time, as requested by Landlord, upon not less than seven (7) days prior notice, to execute and deliver to Landlord a statement certifying that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force as modified and stating the modifications), certifying the dates to which the Rent and Additional Rent have been paid, and stating whether or not, to the best knowledge of Tenant, Landlord is in default in performance of any of its obligations under this Lease, and, if so, specifying each such default of which Tenant may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by others with whom Landlord may be dealing. Any such statement may be conclusively relied upon by any prospective purchaser or mortgagee of the Building. Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance, and (iii) that not more than one month's Rent has been paid in advance.

54. Late Payment Charge

If Tenant shall make any payment of Rent, Additional Rent or other charges more than _____ days after the same is due and payable during the first two years of this Lease, or more than _____ days after the same is due during the remainder of this Lease, including any renewal periods, Tenant shall pay a late payment fee equal to _____ % of the amount due and a late payment charge of \$_____. Such amounts shall be payable as Additional Rent hereunder. If the due date for Rent for a particular month falls on a weekend or a bank holiday, the Rent shall be considered late if paid after the first business day after the day on which it is due. If Tenant pays Rent by check or other negotiable instrument which is returned by the maker's financial institution as unpaid, and replacement payment is received late as determined by this paragraph, then Tenant shall pay all charges in this paragraph plus any return check fees Landlord pays to its financial institution, in addition to the fees identified in paragraph _____, below.

55. Addendum to Article 17

This Lease and the term and estate hereby granted are subject to the following further limitation. Whenever Tenant shall default in the payment of any installment of Rent, or in the

payment of any Additional Rent or any other charge payable by Tenant to Landlord, on any day upon which the same ought to be paid, and such default shall continue for ten (10) days after Landlord shall have given Tenant a notice specifying such default, then in any such case Landlord may give to Tenant a notice of intention to end the term of this Lease at the expiration of three (3) days from the date of the service of such notice of intention, and upon the expiration of said three (3) days of this Lease and the term and estate hereby granted, whether or not the term shall theretofore have commenced, shall terminate with the same effect as if that day were set forth herein for the expiration of the term hereof, but Tenant shall remain liable for damages as provided in Article 18 of the Lease.

56. Option to Renew

Tenant will be given the right of first refusal to renew this Lease after the term of this Lease ends for another term of _____ years with a starting Rent equal to the fair market value of the Premises at the time of renewal, as determined by Landlord, with _____% increases per year over the term of the renewal. Tenant may avail itself of this option only by notifying Landlord or a designated agent of Landlord in writing of an intent to renew at least 6 months before the end of the Lease and no more than 12 months before the end of the Lease. Landlord has up to 90 days prior to the end of the Lease to present a new base Rent to Tenant based on fair market value for the first year of the option period. Tenant may either accept this offer, and renew this Lease under the same terms and conditions as are currently in effect, except for the amount of Rent to be paid, or reject this offer and vacate the Premises by the End Date. Tenant must either accept or reject the offer within 30 calendar days of the offer being made. If Tenant does not respond to the offer within 30 calendar days, the offer will be deemed rejected. If the offer is actually rejected or deemed rejected, Landlord may immediately make arrangements to advertise the Premises to rent to a different tenant after the end of the Lease, and Landlord will have the right to enter the Premises at reasonable times for the purpose of showing the Premises to potential tenants.

Tenant shall only have this option to renew provided (i) Tenant remains in good standing throughout the term of this Lease; (ii) Tenant has not materially breached any provision of this Lease (other than payment of Rent) or any Legal Requirement which Tenant has not cured in the time frames allowed under this Lease or under the law; (iii) Tenant has not been late with payment of Rent more than five times during the term of this Lease or more than twice in any Lease year; and (iv) Tenant is not in arrears between the time when Tenant exercises its option to renew and when Landlord presents the offer of the new base Rent to Tenant.

57. Shop Covenants

Tenant further covenants and agrees that it will:

- a. at Tenant's expense, clean the interior and exterior of all windows and doors (including, in each case, the frames therefor) in the Leased Premises and in the perimeter walls thereof whenever, in the reasonable judgment of the Landlord, necessary and Tenant will not require, permit, suffer or allow any such window or door to be cleaned in violation of the Labor Law of the State of New York or of any other law or ordinance or of any rule, order or regulation of any governmental authority having jurisdiction thereover; at Tenant's expense, clean and polish the

inside and outside of the store fronts of the Leased Premises whenever in the judgment of Landlord necessary;

- b. at Tenant's expense, keep the Leased Premises clean, and in a sanitary condition, keep all plumbing and sanitary systems and installations serving the Leased Premises in a good state of repair and operating condition to the points they connect with the main vertical risers and stacks of the Building, bag and remove all rubbish and other debris from the Leased Premises daily between the hours of 6:00 p.m. and 8:00 a.m. through areas designated by Landlord to the Building's designated disposal area under conditions approved by Landlord. Tenant also agrees to keep the entire front of the Building free from snow and debris, in accordance with all New York City Sanitation rules and regulations, and any other Legal Requirements. Tenant agrees that if any fines are issued to Landlord for Tenant's failure to comply with this provision of this Agreement, Tenant shall be responsible for paying these fines, and such fines shall be deemed Additional Rent. Tenant agrees to pay for all costs associated with Landlord's receipt of a fine and/or violation for anything Tenant does in or with the Premises. Tenant shall provide Landlord with a copy of any window stickers or other documentation from any private sanitation companies Tenant utilizes for the purpose of carting trash. Tenant shall also be responsible for damage to the sidewalk caused by Tenant or any of Tenant's employees, agents, contractors, or people making deliveries to Tenant, and shall pay for the cost of fixing and such damage and shall indemnify any loss Landlord suffers as a result of such damage. Landlord shall be responsible for all other damage caused to the sidewalk, and for all costs and losses that are the result of such damage.
- c. not to cause any damage to or blockage in the plumbing systems serving the Leased Premises and the Building and to repair, at Tenant's sole cost and expense, any damage to or blockage in any portion of said systems arising therefrom;
- d. as soon as practicable and in any event within forty-eight (48) hours after any glass (including mirrors) in the Leased Premises and the perimeter and demising walls thereof is broken or cracked, including a so-called "bulls eye" break in the glass, at its sole expense, replace such glass with glass of the same kind and quality and as may be necessary or desirable in connection with such replacement, repair or replace the frames for such glass, and in the event Tenant shall fail to so replace such glass and if necessary repair or replace such frames as aforesaid in a manner satisfactory to Landlord, then Landlord may replace the glass, if necessary, and repair or replace such frames on Tenant's behalf and Tenant shall, within five (5) days after Landlord's demand therefore, pay to Landlord as Additional Rent the costs incurred by Landlord in so doing. Throughout the term of this Lease, Tenant shall keep all glass in the Leased Premises and in the perimeter and demising walls thereof, the frames for such glass, and any lettering and ornamentation on such glass insured against damage (including temporary repairs) for the benefit of Landlord, Landlord's managing agent and any mortgagee or superior lessor whose name is furnished to Tenant by Landlord, either, at Landlord's option, by Tenant paying to Landlord a proportionate share of the premium incurred by Landlord for a blanket comprehensive glass policy for the Building or by Tenant, at Tenant's expense, furnishing Landlord with a separate

policy or policies for such glass insurance, in such form and placed with such underwriters as may be approved by Landlord;

- e. place no fixtures, furnishings, decorations or equipment in the Leased Premises except such as are satisfactory to, and, prior to being installed or placed therein, shall have been approved by Landlord, which approval shall not be unreasonably withheld or delayed;
- f. display no lettering, sign, advertisement, notice or object and permit no such display on the windows or doors or on the outside of the perimeter walls of the Leased Premises except with the prior written consent of Landlord and in conformity with Landlord's standard sign and store front program for the Building (provided that, subject to Landlord's approval as to color, content, design and manner of affixture, and otherwise in compliance with Landlord's standard sign and store front program for the Building and all applicable Legal Requirements, Tenant may install on the perimeter walls of the Leased Premises, a sign or signs which shall in no event exceed the maximum amount of signage as is permitted by applicable Legal Requirements);
- g. not install, place or permit any awning on the perimeter walls of the Leased Premises unless provided or consented to in writing by Landlord and unless same complies with Landlord's standard sign and store front program for the Building. Each such awning so provided or consented to shall, to the satisfaction of Landlord, be kept clean and in good order and state of repair and appearance by and at the expense of Tenant, including, whenever, necessary in the judgment of Landlord, the replacement of awning coverings with materials approved by Landlord;
- h. replace any lettering, sign, advertisement, notice, object, or awning located on the windows, doors or on the outside perimeter walls of the Leased Premises, and the store front of the Leased Premises as may be necessary to conform with any standard sign program which Landlord may adopt for the Building during the term of this Lease or to conform to any modifications which Landlord may make to any standard sign and store front program currently in effect for the Building;
- i. not use, play or operate or permit to be used, played or operated any sound making or sound reproducing device in the Leased Premises, except in such manner and under such conditions so that no sound shall be heard outside of the Leased Premises, and Tenant covenants and agrees that Tenant, at Tenant's expense, will observe, comply with and adopt such means and precautions as Landlord may from time to time request in such connection;
- j. not permit its customers to access the Leased Premises through the Building's lobby and not permit Tenant's employees to enter the Building's lobby or other public areas of the Building;
- k. use its best efforts to preserve the security and safety of other occupants of the Building, and in the event that Landlord receives any complaints from other tenants at the Building with respect to breaches of security or safety arising out of, or any nuisance with respect to, the conduct of Tenant's employees, Tenant shall

immediately take whatever measures as shall be reasonably necessary or as Landlord shall direct to remedy any such complaint. Tenant understands and agrees that a breach by Tenant of the provisions of this subsection shall be deemed a material breach of this Lease;

- l. keep all entrance doors and windows in the Leased Premises closed;
- m. permit no solicitation of customers on the sidewalks or streets or other public thoroughfare within two (2) blocks of the Building;
- n. install no interior or exterior security gates on the exteriors or in the interiors of the windows or doors of the Leased Premises without Landlord's written consent;
- o. not remove or carry into or out of the Leased Premises or the Building any freight, furniture, packages, boxes, crates or any bulky or heavy objects except during such hours as Landlord may reasonably determine from time to time;
- p. not use, or permit or allow any of its employees, contractors, suppliers, or invitees to use, any space or part of the Building, including the lobby thereof, in the moving, delivery or receipt of, freight, furniture, packages, boxes, crates, paper, office material or any other matter or thing, any hand trucks, wagons or similar items which are not equipped with such rubber tires, side guards and other safeguards which shall have been approved by Landlord;
- q. not under any circumstances bring into or have delivered from the street to the Leased Premises through the lobby of the Building any food, supplies and/or merchandise;
- r. eliminate from the Leased Premises all obnoxious fumes, odors or gases, and all such fumes, odors or gases shall be prevented completely from entering any portion of the Building of which the Leased Premises are a part. No fumes, odors or gases shall be exhausted to the Building corridors, street or sidewalk in front of or adjacent to the Leased Premises;
- s. at its own cost and to Landlord's satisfaction install all necessary and proper (1) exhaust ducts and filters and (2) grease traps or other apparatus and will keep the same maintained in good order and repair for the purpose of preventing any stoppage or interference with the general plumbing or sewerage system of the Building of which the Leased Premises form a part emanating from the Leased Premises. Grease trap shall be cleaned at a minimum of twice a month, or more often if needed for proper functioning. Location of grease trap is in a portion of the basement under the exclusive control of the Landlord, and Tenant must make arrangements with Landlord or its agent(s) to access the grease trap for purposes of cleaning and maintaining it in accordance with the terms herein. Tenant will, at its sole cost and expense, promptly remove and/or repair any stoppage or interference with said general plumbing or sewage system due to the carelessness, neglect, improper conduct, acts of omission or commission, or other cause of Tenant, its agents, licensees, invitees, or employees or otherwise originating from the Leased Premises;

- t. keep Leased Premises free from rats, mice, insects and other vermin and will, cause the Leased Premises to be exterminated at least once a week or more often if needed, at Tenant's sole cost and expense, by a competent rodent, insect, or vermin exterminating company;
- u. maintain a fire suppression system similar to Ansul in good and clean working condition throughout the term of this Lease, and shall install and maintain such equipment and such service contracts as may be required at any time to maintain the lowest insurance premiums available for the uses conducted in the Leased Premises;
- v. provide means of disposing of garbage reasonably satisfactory to Landlord;
- w. Tenant, shall obtain, and shall, during the term of this Lease, maintain any and all permits required by applicable Legal Requirements for the operation of Tenant's business in the Leased Premises including, without limitation, any permits required by the New York State Liquor Authority and the New York City Department of Health;
- x. not to allow anyone to sleep or remain in the Leased Premises overnight; and
- y. to cause the Leased Premises to be in compliance with Title II of the American Disabilities Act (the "ADA"), and to make such changes, alterations and improvements thereto as may be required pursuant to the ADA and any regulations promulgated thereunder.

58. Qualifications as to Use

- a. Tenant shall not suffer or permit the Leased Premises or any part thereof to be used in any manner, or anything to be done therein, or suffer or permit anything to be brought into or kept therein, which would in any way (i) result in the Leased Premises not being operated in a manner consistent with a first-class, high quality food establishment for the sale of coffee and pastries and other complementary items for the use set forth in Article 2 hereof or which would be inconsistent with the nature and the operation of the Building as a first-class commercial mixed use (residential/commercial) building, (ii) make void or voidable any fire or liability insurance policy then in force with respect to the Building, (iii) make unobtainable from reputable insurance companies authorized to do business in New York State any fire insurance with extended coverage, or liability, elevator, boiler or other insurance at standard rates, (iv) cause or in Landlord's reasonable opinion be likely to cause physical damage to the Building or any part thereof, (v) constitute a public or private nuisance, (vi) impair, in the sole opinion of Landlord, the appearance, character or reputation of the Building, (vii) impair or interfere with any of the Building services or its equipment and systems or the proper and economic heating, cleaning, air conditioning or other servicing of the Building or the Leased Premises or impair or interfere with or tend to impair or interfere with the use of any of the other areas of the Building by, or occasion discomfort, annoyance or inconvenience to, Landlord or any of the other tenants or occupants of the Building, any such impairment or interference to be in the sole judgment of Landlord, or (viii) violate the certificate of

occupancy, if any, covering the Building or the permitted use thereunder, or the laws or requirements of any public authority, or the requirements or recommendations of insurance bodies insuring the same.

- b. It is expressly understood that the Leased Premises may only be used for the expressed purposes set forth in Article 2 hereof and may not be used for any other purpose.
- c. Tenant agrees that its customers and invitees shall not disturb other tenants and occupants of the Building or otherwise cause a nuisance therein and shall take immediate steps to prevent any such disturbances upon notification (oral or written) from Landlord. The failure of Tenant to abide by the provisions hereof shall be deemed a material default of this Lease, in which case, after two (2) such notices of violations hereof during the term of the Lease, landlord may terminate this Lease without further notice to Tenant and affording Tenant the right to cure.

59. Addendum to Article 3

- a. Supplementing the provisions of Article 3 hereof, the following conditions shall apply to making any alterations, additions, improvements or installations to the Leased Premises (hereinafter called "Tenant's Changes")
 - i. all Tenant's Changes shall be of material, manufacture, design, capacity and color at least equal to the standard adopted by Landlord for the Building (hereinafter called "Building Standard");
 - ii. Tenant, at Tenant's expense, shall (y) prepare and furnish to Landlord detailed architectural and engineering working drawings in connection with Tenant's Changes and: (z) file all required architectural, mechanical and electrical drawings with all appropriate governmental authorities and obtain all necessary approvals and permits, and Tenant shall obtain Landlord's prior written approval of the drawings referred to in (z) and (y) hereof;
 - iii. Tenant shall use the engineer designated by Landlord with respect to the preparation of Tenant's engineering working drawings in connection with Tenant's Changes;
 - iv. prior to the commencement of Tenant's Changes Tenant shall furnish to Landlord certificates evidencing the existence of (x) workmen's compensation insurance covering all persons employed for such work, (y) comprehensive general liability and property damage insurance naming Landlord, its designees, Landlord's managing agent, any mortgagee or superior lessor or other party or person whose name is furnished by Landlord to Tenant, and Tenant as insureds with coverage of at least \$3,000,000.00 single limit and (z) such other types and amounts of insurance as Landlord may require;
 - v. Tenant shall be responsible for removal of Tenant's refuse and rubbish during the period that Tenant's Changes are in progress in the Leased Premises;

- vi. prior to the commencement of any substantial Tenant's Changes, Tenant shall either frost or cover the exterior windows of the Leased Premises in a manner satisfactory to Landlord so as to maintain the appearance of the exterior of the Building; and
 - vii. Tenant shall perform Tenant's Changes in accordance with Landlord's then standard building regulations with respect to Building changes.
- b. Tenant agrees that Tenant's Changes will be performed with the least possible disturbance to any occupants of the Building and to the structural and mechanical parts of the Building and Tenant will, at its own cost and expense leave all structural and mechanical parts of the Building which shall or may be affected by Tenant's Changes in good and workmanlike operating condition. At any and all times during the progress of Tenant's Changes, Landlord shall be entitled to have a representative or representatives on the site to inspect Tenant's Changes, and such representative or representatives shall have free and unrestricted access to any and every part of the Leased Premises. Tenant shall advise Landlord in writing of Tenant's general contractor and all subcontractors who are to do Tenant's Changes, and such contractors shall be subject to Landlord's prior written approval; such contractors shall, to the extent permitted by law, use employees for Tenant's Charges who will work harmoniously with other employees on the job and employees of Landlord.
 - c. Landlord, prior to the granting of its consent to any Tenant's Changes, may impose such conditions (in addition to those expressly provided in this Lease) as to guarantee of completion and payment and of restoration or otherwise as Landlord may consider desirable. In no event shall Landlord be required to consent to any Tenant's Changes which would physically affect any part of the Building outside of the Leased Premises or would in Landlord's judgment adversely affect the proper functioning of any of the structural, mechanical, electrical, sanitary or other service systems of the Building, or would require filing of any plans with any governmental agency (unless Tenant shall reimburse Landlord for the cost of any such filing) At Landlord's election, any or all of the foregoing responsibilities shall be discharged on its behalf by Landlord's managing agent. Tenant shall, within ten (10) days after Landlord renders a bill therefor, reimburse Landlord for any costs and expenses incurred by Landlord to review Tenant's plans and specifications.
 - d. Notwithstanding the provisions of Article 9, in the event that damage to the Leased Premises by fire or other casualty, Tenant shall be responsible, at Tenant's sole cost and expense, for restoration of any improvements or betterments within the Leased Premises including specifically Tenant's Work (as hereinafter defined) and Tenant's Changes.

60. Addendum to Article 4

Supplementing the provisions of Article 4 hereof, all repairs to the structural portions of the Leased Premises or to any part of the Building as shall be required by reason of (i) the performance of any work to the Leased Premises by Tenant, (ii) the moving of any property of Tenant's or of any property being delivered to or by Tenant in or out of the Building, or (iii) the

misuse or neglect of Tenant of any of its employees, agents, invitees, contractors or guests, shall be performed by Landlord, at Tenant's sole cost and expense, and shall be reimbursed by Tenant to Landlord, including any reasonable fees charged by Landlord's managing agent, as Additional Rent, within ten (10) days after demand by Landlord.

61. Addendum to Article 6

Supplementing the provisions of Article 6 hereof, Tenant shall give prompt notice to Landlord of any notice it receives of the violation of any law or requirement of any public authority with respect to the Leased Premises or the use or occupation thereof. Tenant, at its sole cost and expense, shall (i) procure, comply with and thereafter maintain all necessary licenses, permits, certificates and other permissions required from time to time by any governmental authority having jurisdiction over the Leased Premises, for the proper and lawful operation of Tenant's business in the Leased Premises and the use thereof (including a liquor license) or which from time to time may become or are necessary with respect to any alteration, repair or improvement of the Leased Premises, (ii) submit copies of all such licenses, permits and certificates to Landlord, for its inspection, not later than the Start Date of the term of this Lease if available, but in any event prior to Tenant opening the Leased Premises for the conduct of business, and (iii) submit copies of new or renewal licenses, permits and certificates, expiring during the term of this Lease at least thirty (30) days before such expiration. Tenant shall, at its sole cost and expense, maintain all fire fighting equipment and all appurtenances thereto which have been installed in the Leased Premises by Landlord. If any governmental authority having jurisdiction over the Leased Premises shall require additional fire fighting equipment, Tenant agrees to install and maintain such equipment at its sole cost and expense.

62. Addendum to Article 8

Supplementing the provisions of Article 8 hereof, Tenant shall indemnify and save harmless Landlord, Landlord's managing agent, Landlord's leasing agent, and any mortgagee or superior lessor against and from (i) any and all claims of whatever nature arising from any act, omission or negligence of Tenant, its contractors, licensees, agents, servants, employees, invitees or visitors; (ii) all claims arising from any accident, injury or damage whatsoever caused to any person or to the property of any person and occurring during the term of this Lease in or about the Leased Premises, or occurring outside of the Leased Premises or anywhere within or about the land or the Building, including the sidewalks leading to the entrances of the Leased Premises and the ramps and driveways leading into and out of the Leased Premises, where such accident, injury or damage results or is claimed to have resulted from any act, omission or negligence of Tenant or Tenant's agents, contractors, servants, employees, invitees or visitors; (iii) any breach, violation or non-performance of any covenant, condition or agreement in this Lease set forth and contained on the part of Tenant to be fulfilled, kept, observed and performed; and (iv) any cost, liability or responsibility for the payment of any sales tax with respect to any installations, furniture, furnishings, fixtures or other improvements located, installed or constructed in the Leased Premises, or the filing of any tax return in connection therewith (although Landlord agrees to execute any such return if required by law) regardless of whether such tax is imposed upon Landlord or Tenant. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs and expenses of any kind or nature incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

63. Addendum to Article 21

Supplementing the provisions of Article 21 hereof, in the event Tenant shall remain in possession of the Leased Premises after the expiration or other termination of the term of this Lease, such holding over shall not constitute a renewal or extension of this Lease. Landlord may, at its option, elect to treat Tenant as one who has not removed at the end of the term, and shall thereupon be entitled to all of the remedies against Tenant provided by law in that situation or Landlord may elect to construe such holding over as a tenancy from month-to-month, subject to all of the terms and conditions of this Lease, except as to the duration thereof, and the minimum Rent or use and occupancy, as the case may be, shall be due, in either of such events, at a monthly rate equal to two (2) times the monthly installment of minimum Rent which would otherwise be payable during such holdover period, together with any and all Additional Rent. In addition to the foregoing, if the Leased Premises is not surrendered on the End Date, Tenant shall indemnify Landlord against loss or liability resulting from the delay by Tenant in so surrendering the Leased Premises, including, without limitation, claims by any succeeding occupant founded on such delay and damages or loss which Landlord may incur by any lost leasing opportunity or transaction.

64. Hazardous Materials

- a. Tenant shall not, without the prior written consent of Landlord, cause or permit, knowingly any Hazardous Material (hereinafter defined) to be brought or remain upon, kept or used in or about the Leased Premises or the Building. As used in this Lease, "Hazardous Material(s)" shall mean any hazardous, toxic or radioactive substance, material, matter or waste which is or becomes regulated by any federal, state or local law, rule regulation, code, ordinance or any other governmental restriction or requirement. However, "Hazardous Materials" shall not include substances which are used in the ordinary course of a business similar to Tenant's as permitted pursuant to this Lease, provided, however, that such substances are used, handled, transported or stored in strict compliance with any applicable Legal Requirement. If such substances are not so used, handled, transported or stored then it shall be deemed "Hazardous Materials" for purposes of this Lease. Should Landlord consent in writing to Tenant bringing, using or storing any Hazardous Material in or upon the Leased Premises or the Building, Tenant shall strictly obey and adhere to any and all Legal Requirements which in any way regulates, governs or impacts Tenant's possession, use, storage or disposal of said Hazardous Material. Upon Landlord's written request, prior to the Start Date of this Lease, and on January 1 of each year thereafter, Tenant shall disclose in writing to Landlord the names and amounts of all Hazardous Material which Tenant is then currently or is intending to bring, use, or store in or upon the Leased Premises or the Building, or which Tenant has in the past brought, used or stored in or upon the Leased Premises or the Building.
- b. In addition to, and in no way limiting Tenant's duties and obligations as set forth in this Lease, should Tenant breach any of its duties and obligations as set forth in this Lease or if the presence of any Hazardous Material in or upon the Leased Premises or the Building, that Tenant causes or permits knowingly to brought upon, used, remained upon or kept at the Leased Premises (excluding those Hazardous Materials that were present in the Leased Premises prior to Tenant's occupancy and those Hazardous Materials brought upon the Leased Premises by Landlord after Tenant's

occupancy) results in contamination of the Leased Premises, the Building, any land or the Building, the atmosphere, or any water or waterway (including groundwater), or if contamination of the Leased Premises, or the Building by any Hazardous Material otherwise occurs for which Tenant is otherwise legally liable to Landlord for damage resulting therefrom, Tenant shall indemnify, save harmless, and, at Landlord's option and with attorneys approved in writing by Landlord, defend Landlord and its agents, employees, partners, officers, directors, and mortgagees, if any, from any and all claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions, causes of action, and losses of any and every kind and nature, including, without limitation, diminution in value of the Leased Premises or the Building, damages for the loss or restriction on use of the rentable or usable space or of any amenity of the Leased Premises or the Building, damages arising from any adverse impact on marketing space in the Building, and sums paid in settlement of claims and for attorney's fees, consultant fees and expert fees, which may arise during or after the term of the Lease or any extension thereof as a result of such contamination. This includes, without limitation, costs and expenses incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present on or about the Leased Premises (excluding those Hazardous Materials that were present in the Leased Premises prior to Tenant's occupancy and those Hazardous Materials brought upon the Leased Premises by Landlord after Tenant's occupancy, that Tenant causes or permits knowingly to be brought upon, used, remained upon or kept at the Leased Premises) or because of the presence of Hazardous Material anywhere else which came or otherwise emanated from Tenant or the Leased Premises (excluding those Hazardous Materials that were present in the Leased Premises prior to Tenant's occupancy and those Hazardous Materials brought upon the Leased Premises by Landlord after Tenant's occupancy, that Tenant causes or permits knowingly to be brought upon, used, remained upon or kept at the Leased Premises). Without limiting the foregoing, if the presence of any Hazardous Material on or about the Leased Premises, or the Building caused or permitted by Tenant results in any contamination of the Leased Premises or the Building, Tenant shall, at its sole expense, promptly take all actions as are necessary to return the Leased Premises and the Building to the condition existing prior to the introduction of any such Hazardous Material to the Premises and the Building; provided, however, that Landlord's approval of such actions shall first be obtained.

65. Maintenance and Repairs

- a. Tenant shall at its sole cost and expense keep and maintain the Leased Premises, including sidewalks, landscaping and driveways located adjacent to the Leased Premises, in good order and condition and repair, casualty or condemnation excepted, and shall suffer no waste with respect thereto. Tenant shall at its sole cost and expense make all needed repairs to and replacements of the Leased Property, interior and exterior, structural and nonstructural, ordinary and extraordinary, including but not limited to any air conditioning and heating systems, replacements of cracked or broken glass, and shall keep the plumbing units, pipes and connections free from

obstruction and protected against ice and freezing. Landlord has no responsibility to maintain or pay for any part of the maintenance of the Leased Premises.

- b. The ventilation and air-conditioning units which may now or hereafter be in the Leased Premises shall be operated, maintained and repaired (including the replacement of any parts which from time to time may be required), and, if necessary, replaced in its entirety at the sole cost and expense of Tenant. At the expiration of the term of the Lease, said units and its appurtenant and related equipment shall be deemed the absolute property of Landlord free and clear of any and all liens, encumbrances or security interests thereon and Tenant shall have no right, title or interest therein, whether or not the same is original equipment or replacement equipment, and regardless of who furnished and installed the same.

66. Damage or Destruction

Notwithstanding anything to the contrary contained in Article 9 of this Lease, Landlord shall not be required to repair or rebuild the Leased Premises (i) to the extent the cost of completing same shall exceed the insurance proceeds collected by Landlord, or (ii) if such damage or destruction occurs during the last year of the term of the Lease.

67. Insufficient Funds

If any check or electronic payment tendered by Tenant for any payment due shall be dishonored by the payor bank, Tenant shall pay Landlord, without prejudice to any of Landlord's rights and remedies, in compensation for the additional administrative, bookkeeping and collection expenses incurred by reason of such dishonored check or electronic payment, the sum of \$200.00. If during any twelve-month period during the term of this Lease, two or more checks or electronic payments tendered by Tenant for any payment due shall be dishonored by the payor bank, landlord may, at any time thereafter, require that all future payments of Rent by Tenant be made by certified or official bank checks.

68. Additional Space Available to Tenant

- a. Tenant is allowed exclusive use of the yard space immediately behind the Premises, with a right of entry granted to Landlord for emergencies and for purposes of legitimate Building functions, such as inspections, repairs, Utility needs, etc.
- b. Tenant is allowed exclusive use of the basement area accessed by the stairwell in the Premises, with a right of entry granted to Landlord for emergencies and for purposes of legitimate Building functions, such as inspections, repairs, Utility needs, etc. Such basement area consists of a room at the base of this stairwell enclosed by a wall, with approximate dimensions of 23 feet by 17 feet and an additional, adjacent, smaller room with approximate dimensions of 12 feet by 7 feet. Tenant may keep this area locked but must provide an access key to Landlord. Tenant is also granted a right of way leading from the sidewalk entrance of the basement to the door leading to Tenant's basement area, provided that Tenant installs a chain link or other secure separation with an access door between the area where Tenant has a right of way and the area of the basement which is under the Landlord's sole use. Tenant may use this area during deliveries only, or to access their Utility lines, and Tenant is not allowed

to store anything in this area. Tenant will be allowed access to the remainder of the basement on an as-needed basis, only with the permission of Landlord. Tenant agrees to clean the sewer lines leading from the Premises, including the basement sink and grease trap, twice a month, or more often as needed. These items to be cleaned are located in the areas not included in the Premises, and Tenant must make arrangements with Landlord to enter this area for purposes of cleaning these items.

IN WITNESS HEREOF, the parties have executed this Rider as of the day first above written:

Landlord: _____ **Tenant:** _____

By: _____ By: _____

Name:

Name:

Title:

Title:

EXHIBIT A

Year	Time Period	Rent/month	Increase over prior year	Rent/year
1				
2				
3				
4				
5				