

8. Nothing contained in the Lease shall be deemed to constitute a release of Landlord from any of his/her obligations as unit owner under the Condominium Documents. Landlord shall remain fully liable for the performance of all of the obligations of the unit owner under the Condominium Documents and shall be fully responsible and liable to the Condominium for all acts or omissions of Tenant should any such acts or omissions of Tenant violate any of the obligations of the Landlord under the Condominium Documents. The parties shall be jointly and severally liable to the Condominium for all expenses of the Condominium, including attorney's fees, in enforcing the obligations of either party hereunder.

9. The parties acknowledge that this rider is executed for the benefit of the Condominium, and that the Condominium shall be deemed a third-party beneficiary of the provisions hereof. In case of any conflict between other provisions of the Lease and those contained in this Rider, the provisions of this Rider shall control.

10. As used in this Rider, "Landlord" refers to the owner of Unit _____ at the **The 322 West 57th Street Condominium, 322 West 57th Street, New York, NY 10019** "Tenant" refers to the person or persons leasing Unit _____ from Landlord; and "Condominium Documents" refer to the Declaration, By-Laws or Rules and Regulations, the Tenant shall be permitted to use the amenities located in the Building, subject to the policies and procedures governing the use of same, including, without limitation, the imposition of any fees, if applicable.

11. Any rule of construction or interpretation that purports to require that the language in this Lease be construed or interpreted against the drafter will not be considered in the construction or interpretation of this Lease or any of its provisions, it being agreed that this Lease was negotiated by both parties with the aide of counsel.

12. Tenant acknowledges and understands that the Landlord has no obligation to supply or liability in connection with, utilities including, without limitation, gas and electricity, in or to the Unit. Tenant shall be solely responsible for arranging and paying for utilities including payment of electric sub-metering charges, if applicable.

13. Tenant agrees and understands that Owner is entitled to implement such procedures, rules and regulations as, in its discretion, Owner deems appropriate in order to identify and/or screen all Tenants or other would-be entrants into the building and to inspect all packages that such persons wish to bring into the building. In the event the Unit is or becomes occupied by any person other than the Tenant, including but not limited to, family members and/or roommates of Tenant, with the exception of temporary guests, it shall be a substantial obligation of the tenancy and this Lese (in addition to any other independent obligations under law) that Tenant so notify Owner within thirty (30) days of such person taking occupancy and, thereafter, providing to Owner such reasonable information as Owner may request of Tenant regarding each occupant, including, but not limited to, such type of information as Owner requested of Tenant when Tenant applied for permission to initially rent the Unit. Tenant's