

RIDER TO LEASE

Dated: _____ (the "Lease")
 _____ between _____ ("Landlord")
 _____ ("Tenant")

The parties hereto agree as follows:

1. This rider is executed simultaneously with the Lease to which it is annexed. If there are any inconsistencies between the Rider and the Lease, this Rider shall be paramount and controlling.
2. Any rule of construction or interpretation that purports to require that the language in this Rider be construed or interpreted against the Condominium will not be considered in the construction or interpretation of this Rider or any of their provisions.
3. The parties acknowledge that Unit is located in the **The 322 West 57th Street Condominium** (The "Condominium") and this lease is subject and subordinate to the Declaration, By-Laws and Rules and Regulations of the Condominium (the "Condominium Documents"). Tenant agrees that it will observe and perform all of the terms, covenants and conditions of the Condominium Documents and will not cause or permit any default thereunder to the extent applicable to a tenant or occupant of the Unit.
4. In the event Landlord is in default in payment of common charges or any other charges (e.g. electric) owing to the Condominium for a period of thirty (30) days following the date when these charges are due, and for so long as the Landlord is in default, all rent and any other sums which may become due from Tenant to Landlord under the Lease or otherwise, will, upon notice from the Condominium, be paid by Tenant directly to the Condominium.
5. Any payments by Tenant to the Condominium shall constitute a discharge of obligations of Tenant to Landlord to the extent of the amount so paid.
6. The Condominium may take and apply all or part of payments it receives from Tenant, to amounts owed by Landlord to Condominium including but not limited to common charges, late fees, interest and attorney's fees. Thereafter, the Condominium shall remit to Landlord the remainder, if any, of payments received by Condominium from tenant.
7. Landlord acknowledges and agrees to the Condominium's right as hereinabove described to demand, receive and enforce payment from Tenant, and to bring suit to recover all rents or other sums payable to Landlord under the Lease, all of the foregoing at Landlord's expense.