1. Describe the complete physical address of the premises leased with city, state, zipcode as per the document

Based on the document, the complete physical address of the premises leased is:

Suite No. 275, containing 16,142 rentable square feet, as found on the second floor of the office building whose street address is 2999 Olympus Boulevard, Dallas, Texas (the "Building").

The key details are:

- Suite No.: 275

- Size: 16,142 rentable square feet

- Location: Second floor

- Building Address: 2999 Olympus Boulevard, Dallas, Texas

So the complete physical address of the premises leased is Suite 275, 2999 Olympus Boulevard, Dallas, Texas.

1. What is the square footage or number of seats/workstation leased? Explain the terms and conditions associated with how it is calculated.

Unfortunately I do not have enough context to directly answer the question about the square footage or number of seats/workstations leased. The document mentions a size of "\_\_\_" rentable square feet but does not specify the actual number.

However, I can explain some of the terms and conditions related to how the rent and tenant's share is calculated:

- "Rentable square feet" is used to calculate the tenant's proportionate share. This refers to the total square footage that the tenant is leasing and paying rent on.

- The "Basic Rent Rate" is specified as $\_\_\_\_\_\_ per month per rentable square foot. So the total monthly Basic Rent would be calculated by multiplying this rate by the number of rentable square feet.

- "Tenant's Proportionate Share" is specified as 5.2287%. This percentage is used to calculate the tenant's share of additional expenses like electrical costs. It is obtained by dividing the number of rentable square feet for this tenant by the total rentable square footage of the building/project.

So in summary, the key factors are the rented square footage and the rates per square foot set out in the lease. The actual rented area is not specified in this document excerpt though. I do not have enough information here to determine the exact number of seats or workstations. Hopefully this still helps explain how the calculations would work based on the rentable square footage. Let me know if you need any clarification or have additional questions!

1. What is full and accurate legal name of the lessee's company that executed this lease?

Based on the information in the document, the full and accurate legal name of the lessee's company that executed this lease is "BRILLIO, LLC, a New Jersey limited liability company". This is stated here:

"BRILLIO , LLC , a New Jersey limited liability company ("Tenant ")."

So the lessee that signed this lease is "BRILLIO, LLC", which is a New Jersey limited liability company.

1. What is full and accurate legal name of the lessor's company that executed this lease?

Based on the information in the document, the full and accurate legal name of the lessor's company that executed this lease is:

BRILLIO HARBOURSIDE OWNER, LLC, a Delaware limited liability company ("Landlord")

This is stated in the first paragraph of the excerpt:

"THIS LEASE (this "Lease") is entered into as of December \_, 2018 (the "Execution Date") by and between BRILLIO HARBOURSIDE OWNER, LLC, a Delaware limited liability company ("Landlord"), and BRILLIO, LLC, a New Jersey limited liability company ("Tenant")."

So the lessor or landlord that signed this lease is "BRILLIO HARBOURSIDE OWNER, LLC, a Delaware limited liability company".

1. What is the lease start date and describe the conditions based on which it is calculated in the agreement in a few sentences.

Based on the information in the document, the key points regarding the lease start date (Commencement Date) are:

1) The Commencement Date is defined as the earliest of:

(a) 150 days after the later of the Lease Date or the date on which the Space Plans are approved.

(b) The date on which Tenant occupies any portion of the Premises.

2) The term "Lease Month" means each calendar month beginning on the first day after the end of the Abatement Period.

3) The Abatement Period is defined as the first 3 full calendar months of the Term.

So in summary, the Commencement Date is calculated based on either 150 days after lease signing/space plan approval or tenant occupancy, whichever is earliest. The first 3 months after that is the Abatement Period, after which the first day starts the clock for the Lease Months.

1. Is there rent abatement granted? Describe the conditions based on which it is calculated and how long is the abatement period in a few sentences? If none, state "There is no mention of any abatement."

Yes, there is rent abatement granted in the lease. Specifically:

- There is an Abatement Period defined as the first 183 days (equivalent to 6 months) after and including the Commencement Date.

- During this Abatement Period, the Basic Rent is abated (conditional abatement).

- After the Abatement Period ends, the tenant shall start making Basic Rent payments as outlined in the schedule in the document.

So in summary, there is a 6 month rent abatement period right after the Commencement Date, after which the regular Basic Rent payments kick in.

1. What is the rent start date and describe the conditions based on which it is calculated in the agreement in a few sentences?

Based on the information in the excerpt, the key points regarding the rent start date and conditions for calculating rent are:

1) The rent start date is called the "Commencement Date" in the agreement. The Commencement Date is defined as the Estimated Delivery Date, which is November 1, 2022, subject to extension under certain conditions.

2) The rent for any partial month at the beginning of the lease term is calculated as 1/365th of the annual Basic Rent rate multiplied by the number of days in the partial month. This partial month rent is due on the Commencement Date.

3) After the initial partial month, the rent is charged on a monthly basis based on the annual Basic Rent rates shown in the table. The monthly rent equals 1/12th of the annual Basic Rent rate.

4) The annual Basic Rent rates are preset amounts for each lease month of the initial term as shown in the table. After the initial term, the rent is adjusted to the "Prevailing Rental Rate" with annual increases.

In summary, the rent start date depends on the Commencement Date, and the monthly rent amounts are calculated based on the annual Basic Rent rates, subject to adjustments after the initial term.

1. What is the lease end date and describe the conditions based on which it is calculated in the agreement in a few sentences?

Based on the information in the document, the lease end date and the conditions for calculating it are:

The lease end date is defined as the last day of the 120th full calendar month following the Abatement Period. The Abatement Period is not explicitly defined in the excerpt, but it seems to refer to some initial period where rent is abated. So the lease end date is calculated by taking the date the Abatement Period ends, counting forward 120 full calendar months from that date, and setting the lease end date as the last day of that 120th month.

The lease end date is subject to adjustment and earlier termination as provided in the full Lease agreement. So there may be provisions in the full agreement that could adjust or terminate the lease early. But based solely on the information in the excerpt, the lease end date is determined by counting forward 120 full calendar months after the end of the unspecified Abatement Period.

1. What is the duration of the initial term specified in the agreement and any conditions associated with it- describe and convert the term from years into exact number of months

Based on the information in the document, here are the key details about the duration of the initial term and associated conditions:

1) Initial Term Duration:

- The initial term of the lease is specified to be the last day of the 120th full calendar month following the Abatement Period.

- This equates to 120 full calendar months or 10 years.

2) Commencement Date:

- The commencement date is defined as the earliest of:

(a) 150 days after the later of the Lease Date or the date on which the Space Plans are approved

(b) The date on which Tenant occupies any portion of the Premises

(c) The Rent Commencement Date

- This suggests there are certain conditions like approval of Space Plans that need to be met before the term and rent obligations formally commence.

3) Rent Commencement Date:

- The Rent Commencement Date is 120 days after the Commencement Date.

- This suggests there is an Abatement Period of 120 days during which no rent is payable after the Commencement Date.

In summary, the initial term is 120 full calendar months or 10 years, with certain conditions related to commencement date and a 120 day rent abatement period after commencement.

1. Does the lease reference a "lock in period" within the intital term which implies that the agreement can be terminated with notice after lock in period, describe its terms and conditions." If none, state The agreement is binding until expiration date

Unfortunately I could not find any direct statements in the given text that reference a lock in period within the initial term of the lease. The text mostly discusses provisions related to termination of the lease due to events like default, taking of the premises, etc. It does not explicitly mention anything about a lock in period. The closest relevant statement I could find is in the last paragraph:

"Tenant's rights under this Exhibit shall terminate if (a) this Lease or Tenant's right to possession of the Premises is terminated, (b) Tenant assigns any of its interest in this Lease (excluding Permitted Transfers)."

This suggests that the tenant's rights under the exhibit being discussed would terminate if the lease itself is terminated or the tenant assigns its interest. But it does not directly state anything about a lock in period after which the agreement can be terminated with notice.

In summary, based on the information provided, there is no reference to a lock in period within the initial term of the lease, after which the agreement can be terminated with notice. The text mostly focuses on provisions related to termination due to specific events rather than due to a notice period after a lock in period. So I would conclude that there is no statement implying such a lock in period with a subsequent notice period for termination, within the given text.

1. What is the frequency and specific date of rent payment?

Based on the information in the document, here are the key details regarding the frequency and dates of rent payment:

1) Frequency:

- Basic Rent is payable monthly, unless Tenant's rent payments are delinquent for 2 consecutive months. In that case, Landlord can require that rent is paid quarterly instead of monthly to reduce administrative costs.

2) Specific Dates:

- Rent is due on the 1st day of each month during the lease term.

- For any partial month at the beginning of the lease term, rent is prorated and due on the Commencement Date (November 1, 2022).

- If quarterly payments are required due to delinquencies, the document does not specify exact dates, but it would presumably be due on the 1st day of each calendar quarter (January 1, April 1, July 1, October 1).

In summary, the standard frequency is monthly payments due on the 1st of each month, unless switched to quarterly payments if Tenant is delinquent on rent. The first partial month's rent is due on the Commencement Date of November 1, 2022.

1. What is the currency the lease rent is quoted in? Capture in acronym not symbol or text.

Unfortunately I could not find a direct statement in the document specifying the currency that the lease rent is quoted in. However, based on the context clues in the document:

1) It mentions "Prime Rate" as published by The Wall Street Journal, Southwest Edition, which is a US-based financial newspaper. This suggests the lease terms are likely based on US dollars.

2) It provides the security deposit and monthly rent figures without explicitly stating a currency, implying it is the default or common currency, which would be US dollars for a lease agreement in the US.

3) There are no references or formatting to indicate the use of any non-US currency.

Therefore, while not directly stated, the lease rent is most likely quoted in United States Dollars, which can be captured in the acronym "USD".

1. What is the base rent/fee at the beginning period of the agreement? Provide a detailed summary of the terms and conditions associated with how it is stated ?

Based on the information in the document, here are the key details regarding the base rent/fee at the beginning period of the office lease agreement:

1) Abatement Period: The first 183 days (equivalent to 6 calendar months) after the Commencement Date is defined as the Abatement Period, during which no rent is due.

2) Commencement Date: The specific date on which the lease term begins is not clearly defined in the excerpt, but it marks the start of the Abatement Period.

3) Basic Rent: After the Abatement Period, the base rent is specified on a per month basis for different "Lease Months" during the term. Specifically:

- Lease Months 1-12: $3,175 per month ($38,100 annually)

- Lease Months 13-24: $3,290 per month ($39,480 annually)

- Lease Months 25-36: $4,260 per month ($51,120 annually)

- Lease Months 37-48: $4,374 per month ($52,488 annually)

4) The term "Lease Month" is defined as each calendar month starting the day after the Abatement Period ends. If the first Lease Month does not start on the 1st day of a calendar month, then rent is prorated accordingly.

In summary, no rent is due for the first 6 months (Abatement Period). After that, the base rent starts at $3,175 per month and increases incrementally over the lease term as shown in the schedule above. The exact Commencement Date is not provided but marks the beginning of these calculations.

1. Identify and extract all information about the adjustments, escalations, variable conditions that affect the starting base rent over time. Extract any table that exists for rent increases or changes during the lease term

Based on the passages provided, here are the key information regarding adjustments, escalations, and variable conditions that affect the starting base rent over time:

1) Basic Rent shall be adjusted to the Prevailing Rental Rate, with market-based annual increases on each anniversary of the first day of the extended Term. This indicates that the basic rent will be adjusted based on prevailing market rates, with annual increases.

2) There is an operating costs cap that limits the increase in Controllable Operating Costs that can be included when calculating Additional Rent. However, the exact cap percentage or amount is not specified in the passages provided.

3) For the sample basic terms and conditions, the key information extracted is:

- Location

- Size: \_\_\_\_\_\_\_\_\_\_\_ rentable square feet

- Basic Rent Rate: $\_\_\_\_\_\_ per month

- Term

- Improvements

- Commencement

However, there are no tables provided that outline specific rent increases or changes during the lease term. The passages mention annual market-based increases to basic rent and a cap on increase in controllable operating expenses used to calculate additional rent, but do not provide further details.

To summarize, the key information is:

- Annual market-based adjustment to basic rent

- Cap on increase in controllable operating expenses for additional rent calculation

- No further specifics are provided on percentages or tables for rent adjustments over time

1. If applicable, what is the percentage of shared expenses the tenant is responsible for, based on their leased space compared to the total leasable area?

Based on the document, the percentage of shared expenses the tenant is responsible for is:

5.2287%

This is stated here:

"Tenant's Proportionate Share: 5.2287% , which is the percentage obtained by dividing (a) the number of rentable square feet in the Premises by (b) the number of rentable square feet in the Building (as determined by Landlord from time to time) and multiplying the resulting quotient by 100."

So the tenant's proportionate share is 5.2287% of the shared expenses, based on the ratio of their leased space compared to the total leasable area of the building. This percentage is used to calculate the tenant's share of additional rent for operating costs, taxes, and electrical costs.

1. Explain how operating expenses ,CAM or service fee will be calculated by the landlord, presented to tenant and when is it payable. State the amount, if it is mentioned and specify if it is monthly or by size such as per square foot or square meter or per workstation.

Based on the document, here are the key points regarding how operating expenses, CAM or service fees will be calculated and paid by the tenant:

1) It is referred to as "Additional Rent" in the lease. The tenant shall pay Additional Rent for Operating Costs incurred by the landlord.

2) Operating Costs are defined to include expenses for operation, repair, maintenance and management of the building and common areas. It also includes property taxes and insurance costs.

3) The landlord can make a good faith estimate of the Additional Rent for Operating Costs that the tenant needs to pay.

4) The Additional Rent will be paid by the tenant on a per rentable square foot basis. The exact rate per square foot is not specified in the excerpt.

5) The Additional Rent is payable by the tenant at the same time and same manner as the Basic Rent.

6) The landlord has the right to make a good faith judgment regarding the interpretation of the lease terms and accounting for Operating Costs. This will be binding on the tenant.

7) The tenant has the right to audit or inspect the landlord's accounting for Operating Costs, but must keep the results of such audit confidential.

So in summary, the operating expenses/CAM/service fee is referred to as Additional Rent, it is estimated by the landlord, paid by tenant on a per square foot basis along with Basic Rent, and the landlord's determination is binding subject to tenant's confidential audit rights. The exact rate per square foot is not provided in this excerpt.

1. Identify and extract all information about the adjustments, escalations, or variable conditions that affect the starting CAM/maintenance fee/operating expenses/service fee over time.

Based on the document, here are the key points regarding adjustments, escalations, or variable conditions that affect the starting CAM/maintenance fee/operating expenses/service fee over time:

1. Operating Costs Cap: There is a cap on the increase in "Controllable Operating Costs" that can be included when calculating Additional Rent. "Controllable Operating Costs" refers to Operating Costs that are within the reasonable control of the Landlord, excluding things like taxes, insurance, utilities, snow removal costs, etc. The maximum increase in Controllable Operating Costs that can be included is not specified.

2. Carry Forward of Operating Costs: If Landlord is unable to fully recoup/recover the capped amount of Controllable Operating Costs in a given calendar year, the unpaid portion carries forward into succeeding calendar years during the Term until fully recouped by the Landlord.

3. Abatement of Basic Rent: There is a provision for full abatement of all Basic Rent if the Leased Premises are rendered untenantable for 5 consecutive business days due to fire or other casualty.

In summary, the key variable condition is the cap on increase of Controllable Operating Costs that can be included when calculating Additional Rent. Any Controllable Operating Costs above the cap get carried forward to future years. There is also potential abatement of Basic Rent under certain conditions.

1. Landlord typically incurs a property insurance cost for the property within which the lease space exists and charges a proportionate share to the tenant. Is property insurance cost for the tenants share included in base rent or operating expenses? If yes, state " Property insurance costs are included in base rent" or "Property insurance costs are included in operating expenses" as applicable. If not, explain what is the amount the tenant has to pay, how will it be calculated, how will it be presented to tenant and when will it have to be paid?

Based on the information in the passage, property insurance costs are included as part of the operating expenses that the tenant pays as additional rent. Specifically:

- The passage states that Landlord may maintain property insurance for the Project in an amount of at least $3,000,000, and the cost of all insurance carried by Landlord with respect to the Project shall be included in Operating Costs.

- Operating Costs are defined to include insurance expenses.

- The tenant pays Additional Rent to cover Operating Costs, which include insurance expenses.

So in summary, property insurance costs are not included in the base rent, but rather are part of the operating expenses that the tenant pays as additional rent. The operating expenses are estimated by the Landlord and paid by the tenant on a per square foot basis along with the payment of base rent.

1. Landlord typically incurs a property tax for the property within which the lease space exists and charges a proportionate share to the tenant. Is property tax cost for the tenants share included in base rent or operating expenses? If yes, state " Property taxes are included in base rent" or "Property taxes are included in operating expenses" as applicable. If not, what is the amount the tenant has to pay, how will it be calculated, how will it be presented to tenant and when will it have to be paid?

Based on the information in the document, it seems that property taxes are included as part of the Additional Rent that the tenant pays, specifically under Operating Costs.

The document states in section (b)(1):

"Tenant shall pay to Landlord (per each rentable square foot in the Premises) ("Additional Rent") the Operating Costs (defined below) incurred."

And later in section (b)(3):

"If, in lieu of or in addition to the whole or any part of any Taxes, there is levied on Landlord a capital tax directly on the rents received therefrom or a franchise tax, assessment, or charge based, in whole or in part, upon such rents for the Project, then all such taxes, assessments, or charges, or the part thereof so based, shall be deemed to be included within the definition of "Taxes" for purposes hereof."

So property taxes levied on the Project are included in the definition of Operating Costs, which the tenant pays as Additional Rent per square foot. This suggests that property taxes are not included in the base rent, but rather charged separately to the tenant as part of Operating Costs. The amount would depend on the tenant's proportionate share of space in the Project.

In summary, property taxes are included in operating expenses, not base rent, and the tenant pays their share as Additional Rent on a per square foot basis.

1. Identify and extract all information about parking. Are there any assigned parking spots specified in the document, for what type of vehicles, their location , fee and conditions for fee increases ?

Based on the passages provided, here is the information I could find regarding parking:

1) Tenant shall pay for the reserved parking spaces it is entitled to use at the rates charged to other patrons of the parking area associated with the Building. The rates may change from time to time. This applies during the extended Term.

2) All vehicles (including their contents) parked in the Parking Area are at the sole risk of the Tenant. Landlord has no duty to insure the vehicles or their contents and is not responsible for protecting them.

3) Tenant can elect to convert any of its unreserved parking spaces to reserved parking spaces. If Tenant does this, it will pay $75 per month for each reserved space for the remainder of the Term after the conversion.

4) The passages do not specify any assigned parking spots or the types of vehicles that can park there.

5) The Parking Area and parking spaces are mentioned, but their exact locations are not given.

6) Fees are mentioned for reserved spaces - $75 per month per reserved space if Tenant elects to convert unreserved spaces. The rates for unreserved spaces may change from time to time based on rates charged to other patrons.

7) The only condition given for fee increases is that the rates for unreserved spaces may change from time to time based on rates charged to other patrons using the parking area.

In summary, the key information provided is regarding the ability of the Tenant to convert unreserved parking spaces to reserved by paying a monthly fee, and that fee as well as rates for unreserved parking may change over time. The exact location and number of parking spaces is not provided. Please let me know if you need any clarification or have additional questions!

1. Is there any variable rent payable payable directly to the landlord based on lessee's consumption of utlities such as electricity, airconditioning,water and internet ? How is it calculated and payable?

Based on the information in the document, there are additional rents payable by the tenant to the landlord based on the tenant's consumption of utilities, specifically electricity. Here are the key details:

1) Tenant has to pay "Additional Rent" which includes "Tenant's Proportionate Share of Electrical Costs". So a part of the electricity costs are charged to the tenant.

2) The tenant's proportionate share is defined as 5.2287%, which is calculated by dividing the rentable square feet occupied by the tenant by the total rentable square feet of the building. So the tenant pays 5.2287% of the total electrical costs.

3) The electrical costs are adjusted based on occupancy - if less than 95% of the building is occupied, the electrical costs are increased to the amount that would have been incurred if 95% was occupied. This adjustment ensures the tenant pays their fair share.

4) The additional rent, including electrical costs, are payable by the tenant at the same time and same manner as the basic rent.

So in summary, the tenant pays variable additional rent based on electricity consumption, calculated as 5.2287% of the adjusted total electrical costs of the building. This is payable along with the basic rent to the landlord. The document does not mention any variable rents based on other utilities like AC, water or internet.

1. Is there any reference to paying percentage of sales/revenue as additional rent to lessor? If yes, what are the specifications?

Unfortunately, I could not find any direct statements in the given text that refer to paying a percentage of sales/revenue as additional rent to the lessor. The text discusses additional rent being paid to the landlord in the form of operating costs, taxes, and electrical costs on a per square foot basis.

It does mention compensation received by the tenant for a "Transfer", which could potentially refer to revenue, but there is no clear statement about paying a percentage of this compensation to the landlord as additional rent.

The closest relevant statement is:

"Tenant shall pay Additional Rent at the same time and in the same manner as Basic Rent."

However, this does not specify paying a percentage of sales/revenue. It only states that additional rent shall be paid alongside basic rent, without giving further details.

So in summary, while there is a mention of "compensation" received by the tenant, there is no clear reference to paying a percentage of sales or revenue to the landlord. The text only discusses additional rent in the form of operating costs, taxes, and electrical costs being paid on a per square foot basis.

1. Is there a one time set up/onboarding or activation fee charged and what are the details? f there is none, state " The document is silent on this"

Unfortunately I could not find any direct statements in the given text that specifically address whether there is a one-time setup, onboarding or activation fee charged. The text appears to be some kind of legal or contractual document related to a lease agreement, but does not mention anything about fees outside of:

1) A $1,000 fee the tenant must pay to the landlord to defray expenses when requesting consent for a transfer. This is not a one-time fee however.

2) The text mentions "Leasing Costs" which include "commissions, abated Rent, abated parking charges, tenant improvement allowances, costs incurred to prepare the Premises for Tenant" but it is unclear if any of those would constitute a one-time setup or activation fee.

Given the context of the document, it seems reasonable that there could be some kind of one-time fee associated with setting up a new lease, but the excerpt provided does not directly confirm or give specifics about such a fee. The text is more focused on issues around transferring the lease, notice delivery, and broad "Leasing Costs."

In summary - no clear information is provided to directly answer whether there is a one-time setup/onboarding/activation fee and what the details would be. The excerpt discusses other types of fees, but does not confirm or deny the specific fee asked about in the query. To conclusively answer, more complete information from the full document would be needed.

1. If there an amount of the tenant improvement allowance/construction allowance specified in the agreement, explain any conditions or requirements associated with the use?

Yes, the document specifies an amount for the construction allowance and provides some details on the conditions and requirements associated with its use:

1. The construction allowance amount is specified as not to exceed the Construction Allowance identified in the Basic Lease Information. This suggests there is a maximum amount set out elsewhere that defines the allowance amount.

2. The construction allowance is to be applied by the landlord toward the Total Construction Costs for the tenant improvements/construction work. It will not be disbursed directly to the tenant in cash.

3. The tenant is responsible for paying any Total Construction Costs in excess of the Construction Allowance amount.

4. The construction allowance can only be applied by the landlord as costs are actually incurred and paid for the construction work.

5. After final completion of the work, any excess portion of the construction allowance up to $7.00 per rentable square foot can be used by the tenant. This suggests there is a cap on the excess amount they can claim.

6. The provisions require the tenant to promptly execute a work order agreement prepared by the landlord that identifies the construction drawings, itemizes the Total Construction Costs, and sets out the construction allowance amount. This likely formalizes the scope and budget expectations.

So in summary, there is a defined maximum allowance, it can only be applied to actual construction costs incurred, the tenant pays any excess costs, and there are documentation requirements to govern the expectations and administration.

1. What is the security deposit/ service retainer to be paid and is it refundable?Capture if it is paid in instalments and also the type of instrument- money order, check or letter of credit?

The document discusses the security deposit that the tenant has to pay to the landlord. Here are the key points about the security deposit from the document:

1) A security deposit is required to be paid by the tenant to the landlord. The security deposit amount is not explicitly mentioned.

2) The purpose of the security deposit is to secure the tenant's performance of its obligations under the lease. It is not an advance payment of rent or a limit on the landlord's damages in case of default by the tenant.

3) The landlord can use all or part of the security deposit to perform any obligation that the tenant fails to perform under the lease, in case of an event of default by the tenant.

4) If the landlord uses part or all of the security deposit, the tenant is required to pay that amount to the landlord on demand in order to restore the security deposit to its original amount.

5) The document does not mention if the security deposit is refundable. There is no information on whether it is paid in installments or the type of instrument used for payment (money order, check etc).

In summary, a security deposit of unspecified amount is required to be paid by the tenant, which can be used by the landlord in case the tenant defaults. The refundability and mode of payment is not discussed.

1. Excluding the security deposit , is any type of rent due in advance at the execution of this agreement such as first and last month ? How many months rent is it and how will it be applied ?

Based on the information in the document, here are the key points regarding rent due in advance at the execution of the lease agreement:

1) No specific security deposit amount is mentioned. The document states that the tenant is not bound by any security or advance rental deposit made by the tenant which is not delivered or paid over to the landlord (section 2). So there is no clarity on whether a deposit was made.

2) There is no mention of any first and last month's rent being due. The document does not specify any rent payments other than the monthly basic rent and estimated additional rent payments.

3) The monthly basic rent for any partial month at the beginning of the term shall equal 1/365th of the annual basic rent for the number of days in the partial month (first paragraph). So only the prorated rent for any partial first month is due at the beginning.

4) The estimated additional rent is to be paid "in advance concurrently with each monthly installment of Basic Rent" (fifth paragraph). So the additional rent is not an upfront payment but rather paid monthly along with basic rent.

In summary, the document does not specify any upfront rent payments being required at the execution of the lease beyond the prorated basic rent for any partial first month of the term. There is no evidence of first/last month's rent or a security deposit being due upon signing. The language solely reflects that the basic and additional rent will be paid on a monthly basis.

1. What is the penalty for rent payment after the due date , grace period and notification requirements?

Based on the document, here are the key points regarding penalties, grace periods, and notification requirements for late rent payment:

1) Penalty:

- If rent is not paid within 5 days after Landlord has delivered a notice that rent is due, this constitutes an "Event of Default". So there is a 5 day grace period after receiving notice.

2) Grace Period:

- There is no specific grace period mentioned. But Tenant has 5 days after receiving a notice from Landlord to pay rent before it is considered in default.

3) Notification Requirements:

- If Tenant fails to pay rent on time, and this has happened at least twice in the preceding 12 months where Landlord has notified Tenant, then Landlord can require rent payments to be made quarterly instead of monthly. This allows Landlord to reduce administrative costs of dealing with late payments.

- So if late payments happen twice in 12 months and Tenant was notified on those occasions, Landlord can require quarterly rent payment by notifying Tenant.

In summary, there is a 5 day grace period after notice before late rent payment is considered an Event of Default. And recurring late payments within a 12 month period allows Landlord to require quarterly rent payment instead of monthly, after notifying Tenant.

1. Is there any reference to residual value gaurantee ie after all rent payments, a guarantee of value of the underlying asset returned to the lessor at the end of the lease will be at least a specified amount? if yes , what is the amount?

Unfortunately, I could not find any direct reference to a residual value guarantee or a guaranteed residual value amount in the given text. The text discusses provisions related to terminating the lease, calculating total remaining rent owed, deducting the fair rental value if the premises can be re-let, and the tenant's indemnification responsibilities. But there is no mention of the lessor guaranteeing a specific residual value for the underlying asset at the end of the lease term. The text seems to be focused on the financial and legal implications of early lease termination, rather than the end-of-term residual value. Without seeing the full lease document, I cannot definitively state whether such a residual value guarantee exists. But based on the information provided, it does not appear that a guaranteed residual value amount is specified. The text instead focuses on calculating damages and remaining rent owed if the tenant breaks the lease early.

1. Is there an option for renewal or extension after the initial term and what are the conditions- describe in a few sentences? Include the process to exercise renewal option, give notices and deadline for its execution

Based on the exhibit, here are the key points regarding the renewal option:

1) Tenant has the option to renew the lease for two additional periods of 5 years each, provided no event of default exists and tenant is occupying the entire premises at the time of election.

2) To exercise the option, tenant must deliver written notice to landlord not earlier than 15 months nor later than 12 months before expiration of the current term.

3) The rent payable during the renewal term will be at the "Prevailing Rental Rate" at commencement of the renewal term, for comparable new leases or renewals in the area.

4) To determine the Prevailing Rental Rate, landlord will advise tenant of the proposed rate within 30 days after receiving the renewal notice. If tenant disagrees, the parties will attempt to agree on the rate, failing which, the rate will be determined through arbitration.

5) All other terms and conditions of the lease shall remain the same during the renewal term.

In summary, tenant has two 5-year renewal options, can exercise by giving written notice 12-15 months prior to lease expiration, and rent for renewal term will be determined based on prevailing market rate through agreement or arbitration if needed.

1. Does the lessee have option of purchasing the space and under what conditions?

Unfortunately, I could not find any direct statements in the passage indicating that the lessee has an option to purchase the space. The passage discusses the lessee's right of first refusal to lease additional space in the building if the landlord receives a third party offer. Specifically:

- The lessee has a "right of first refusal" to lease additional "Designated Refusal Space" in the building if the landlord receives a third party offer to lease that space.

- The landlord must notify the tenant of the terms of the third party offer, including proposed rent and other terms. The tenant then has 10 days to agree to lease the space on those same terms.

- If the tenant exercises this right, they would lease the additional space in "as-is" condition, without any additional allowances from the landlord.

So in summary, this gives the tenant a right of first refusal to lease more space, but does not provide an option for the tenant to purchase the space. The passage does not mention any option or ability for the tenant to purchase the leased space under any conditions. It focuses solely on the process for the tenant to potentially lease additional space.

1. Extract all information about the permitted business operations or activities allowed and any restrictions

Based on the excerpt, I could not find direct statements about the permitted business operations or activities allowed and restrictions. However, here is some relevant information I could extract:

1) Tenant is required to perform any alterations or improvements to the Premises in accordance with all laws, regulations for contractors, and in a good and workmanlike manner so as not to damage the Building. This suggests there may be restrictions on the type of business operations/activities tenant can perform that could damage the Building.

2) The definition of "Laws" includes all federal, state and local laws, ordinances, rules and regulations, court orders, governmental directives and orders, and interpretations of the foregoing. This suggests tenant's business operations and activities would be subject to compliance with applicable laws and regulations.

3) The excerpt mentions "all restrictive covenants affecting this Lease or the Project". This indicates there may be restrictive covenants that place restrictions on the permitted business operations or activities, but the specific restrictions are not elaborated on.

In summary, while the excerpt does not provide direct statements about permitted operations or restrictions, it does suggest tenant's business activities would be subject to applicable laws, regulations, and restrictive covenants. More details would be needed to determine the specific permitted activities and restrictions.

1. Does the lease state any provision of exclusive use for lessee. If yes, capture the scope, period, limitations and enforcement details

Unfortunately I am unable to find any direct statements in the given text that specifically address whether the lease states any provisions for exclusive use for the lessee. The text appears to be an excerpt from a commercial lease agreement, discussing terms related to rent, tenant obligations, landlord rights, and refusal space. However, there is no clear mention of exclusive use rights or provisions for the tenant/lessee.

The text does discuss the tenant's obligations under the lease in the context of an extension, but does not provide specifics on whether the tenant has any exclusive use rights. It also mentions the landlord's ability to lease space to third parties under certain conditions, but again does not clarify if the tenant has any exclusivity.

In the absence of clear statements on exclusive use provisions, I cannot definitively state whether or not such provisions exist based on this excerpt alone. The text does not provide enough context to determine if exclusivity rights are addressed in other sections of the full lease agreement.

In summary, while I performed a semantic similarity search, I could not find a relevant statement or provision related to exclusive use for the lessee in the given text. More context from the full lease agreement would be needed to determine if any such exclusivity provisions exist. I apologize that I am unable to provide a more definitive answer based on the information provided. Please let me know if you have any other questions!

1. What are the building hours of operation

Based on the information in the document, the building business hours are:

7:00 a.m. to 6:00 p.m. on weekdays (other than Building Holidays)

This is stated in the following sentence:

"Building Business Hours: 7:00 a.m. to 6:00 p.m. on weekdays (other than Building Holidays)"

So the building is open for business from 7am to 6pm, Monday to Friday, except on holidays.

1. Summarize all clauses that references federal, state , city lor town laws and regulations the tenant needs to comply with

Based on the premises and document provided, here is a summary of the key clauses that reference laws and regulations the tenant needs to comply with:

1. Tenant shall ensure that any security system they install complies with all laws, including fire safety laws (Premises clause iv).

2. Tenant shall comply with all rules and regulations of the Project set forth by the Landlord. Landlord may change these rules and regulations for safety, care or cleanliness of the Project and related facilities (Document clause 13).

3. Tenant represents and warrants that they are currently in compliance and shall remain in compliance with and not violate any laws relating to anti-money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, including Executive Order 13224 (Document clause aa).

4. More broadly, the tenant is expected to comply with all applicable federal, state and city/town laws and regulations. Though not explicitly stated, this expectation underpins multiple clauses in the premises and document provided.

In summary, the key laws and regulations referenced cover fire safety, project rules and regulations around safety/care/cleanliness, anti-terrorism and trade/economic sanctions, as well as a broader requirement to comply with relevant federal, state and local laws. The tenant has extensive compliance requirements under this lease agreement.

1. Summarize all clauses that references alterations or improvements permitted, restrictions, performance of work limitations and enforcement

Here are the key points regarding alterations, improvements, restrictions, performance of work limitations and enforcement summarized from the document:

1. Improvements or alterations to the premises shall be installed at tenant's expense only after written approval from the landlord as per the provisions in Section 8(a).

2. No physical additions or alterations to the premises can be done without prior written consent of the landlord.

3. The provisions in Section 8(a) and Section 21 of the lease shall govern the performance of the work and the landlord's and tenant's respective rights and obligations regarding the improvements installed.

4. Any amendment to the lease must be in writing signed by both landlord and tenant. No provision of the lease shall be deemed waived unless in writing signed by the party.

5. If any clause or provision of the lease is found invalid or unenforceable, the remainder of the lease shall still be valid and enforceable to the extent possible.

6. The lease cannot be amended except by written instrument signed by both landlord and tenant.

In summary, any alterations, improvements or additions require prior written approval from the landlord, must comply with Sections 8(a) and 21, can only be amended by written agreement, and the rest of the lease remains valid even if a provision is found unenforceable.

1. Summarize all clauses that reference landlords rights to access and entry as well as any limitations on it

Based on the passages provided, there are a few clauses that reference the landlord's rights to access and entry as well as limitations:

1) No clause directly gives the landlord a general right to access or enter the premises. The passages focus more on the tenant's responsibilities and protections.

2) There is a clause stating that the tenant shall not be bound by any termination, amendment or modification of the lease made without the landlord's mortgagee's consent and written approval. This implies the landlord may need consent from the mortgagee to amend or modify lease terms related to access.

3) There is a clause stating the landlord shall bear the risk of complying with the Disabilities Acts in the common areas of the building. This suggests the landlord has responsibility for and access to common areas for compliance purposes.

4) However, there are no clear statements providing the landlord access or entry rights to the tenant's premises. The passages emphasize protections for the tenant - that they are not bound by prior leases or payments, and they can look solely to the landlord for refunds or reimbursements.

In summary, while the landlord may have access/entry rights not explicitly stated, the clauses provided focus more on restricting modifications without approval and assigning compliance responsibilities, rather than granting the landlord unconditional access or entry rights to the tenant's space. Limitations seem intended to protect the tenant from changes without consent.

1. Summarize the clause on subleasing and assignments. Identify and extract all information for obtaining consent or approval for both , the specific conditions and procedures for getting approval from the original landlord

Here is a summary of the key points regarding subleasing and assignment in the lease:

Subleasing

- Tenant cannot sublease any part of the premises without the prior written consent of the Landlord.

- To obtain consent, Tenant would need to submit a written request to Landlord with details of the proposed sublease including nature of the proposed subtenant's business, proposed use of the subleased space, term of the sublease, and a copy of the proposed sublease.

- Landlord has the right to cancel the lease as to the portion of the premises proposed to be sublet. If so, the lease would cease for that portion of premises and Tenant would pay rent accrued through the cancellation date.

- Any subtenant is deemed to automatically agree to comply with and be bound by all the terms of the original lease upon occupying the premises.

Assignment

- Tenant cannot assign the lease or any interest in it without the prior written consent of Landlord.

- Landlord can withhold consent to a proposed assignment in its sole discretion.

- To obtain consent, Tenant would need submit a written request with details of proposed assignee and nature of assignee's business and proposed use of the premises.

- Landlord has the right, upon giving consent to an assignment, to cancel the entire lease and terminate it as of the effective date of the proposed assignment.

So in summary, both subleasing and assignment require submitting a written request to Landlord and obtaining Landlord's prior consent. Landlord has broad discretion to grant or withhold consent or cancel the lease.

1. Summarize the holdover clause. Identify and extract all information on the duration and conditions under which a holdover fee may apply, the amount and consequences associated with holdover

Based on the document, here is a summary of the key information regarding the holdover clause:

Duration and Conditions for Holdover Fee:

- Tenant has the option to extend the lease term for up to 90 days beyond the original expiration date. This is referred to as the "Authorized Holdover Period".

- To exercise this option, tenant must provide written notice to the landlord specifying the desired extension period (up to 90 days).

- During the Authorized Holdover Period, tenant will pay 125% of the basic rent that was payable in the last month of the original lease term. Additional rent continues per the original lease terms.

Consequences if Tenant Fails to Vacate After Authorized Holdover Period:

- If tenant fails to vacate after the Authorized Holdover Period expires, they will be considered a holdover tenant.

- As a holdover tenant, they will be subject to paying damages to the landlord including: unamortized leasing costs, all unpaid rent accrued during the holdover period, any amounts due under other sections of the lease, and an amount equal to 150% of the basic rent for each month they hold over.

In summary, the tenant has the option to extend for up to 90 days as an Authorized Holdover by providing notice and paying an increased rent rate. If they holdover beyond the authorized period, significant damages may apply.

1. Summarize the clause on surrender of premises. Extract the dates or timeline, condition in which to surrender the space, repairs and restoration, removal of property, notice & inspection and keys & access

Here is a summary of the key points regarding the surrender of premises clause:

Timeline/Dates:

- No specific timeline or dates are mentioned. The surrender terms apply at the expiration or termination of the lease.

Condition to surrender space:

- Tenant shall deliver the premises, including all improvements, in good repair and condition, free of hazardous materials placed during the term, and broom-clean.

Repairs and Restoration:

- Tenant is responsible for repairing, restoring, altering, remodeling or putting the premises in the condition required by Section 21 of the lease.

Removal of Property:

- Landlord can remove and store tenant's or any other occupant's property left behind.

Notice & Inspection:

- No specific requirements for notice or inspection are mentioned.

Keys & Access:

- No specifics provided about keys and access.

Other Notes:

- Landlord's lien can be subordinated to tenant's supplier or financial source under a separate agreement.

- Landlord's acceptance of a surrender of premises must be in writing and signed to be valid.

In summary, the clause focuses on the condition of surrender, repairs, removal of property and emphasizes landlord will not be deemed to accept surrender absent written consent. No dates, timelines or details on notice, inspection, keys/access are provided.

1. Are there any terms and conditions of the co-tenancy specified in the document and the consequences or implications of changes in co-tenancy?

Unfortunately I could not find any direct statements in the given text that specify terms and conditions of co-tenancy or discuss consequences of changes in co-tenancy. The text appears to be discussing general terms of a lease agreement, including use of the premises, alterations, assignments/sublets, etc. but does not mention anything specifically about co-tenancy.

The closest relevant statement I found is:

"provided that such changes are applicable to all tenants of the Project, will not unreasonably interfere with Tenant's ability to use the Premises for the Permitted Use,"

This indicates that changes made by the landlord must apply to all tenants, and cannot unreasonably interfere with the tenant's permitted use of the premises. However, this does not directly address co-tenancy.

In summary, the provided text does not seem to contain information about terms and conditions of co-tenancy or implications of changes in co-tenancy. It focuses instead on general lease terms between a landlord and a single tenant. I apologize that I could not find a more relevant answer in the given text. Let me know if you need any clarification or have additional questions.

1. What does the agreement specify regarding the obligation of the tenant for regular upkeep/regular maintenance/AMC's of certain systems or facilities within the space by the tenant? Describe all

The lease agreement specifies the following obligations of the tenant regarding regular upkeep, maintenance, and AMCs of systems or facilities within the leased space:

1. The tenant is responsible for maintaining the premises in a "clean, safe, and operable condition" (Section 9(b)). This implies the tenant must perform regular cleaning and upkeep to keep the space in good working order.

2. The tenant is not allowed to "commit waste, overload the Building's Structure or the Building's Systems or subject the Premises to use that would damage the Premises" (Section 9). So the tenant should ensure proper use and maintenance to avoid damaging the building systems or structure.

3. Any alterations or improvements done by the tenant must comply with "sound architectural and/or engineering practices" and applicable laws (Section 8(a)). This suggests if the tenant installs any systems/facilities, they are responsible for proper maintenance and upkeep per best practices and legal requirements.

4. The lease does not explicitly mention AMCs (Annual Maintenance Contracts). But the tenant's general obligations for upkeep and compliance with laws would require having AMCs for certain critical systems or facilities installed by the tenant, as applicable by law or for smooth functioning.

In summary, the tenant has a broad obligation for maintenance and upkeep of the premises to keep it clean, safe, operable and compliant with laws. The tenant should have AMCs wherever necessary or legally required for any systems/facilities installed by them. But the lease does not prescribe specific AMC requirements.

1. What insurance coverage is the tenant required to obtain for coverage of their business or leased space ? List all of them such as general liability, workers comp etc , the amount of coverage specified and who all should be covered - describe all the conditions?

Based on the document, the insurance coverage that the tenant is required to obtain is:

1. Commercial general liability insurance: To cover liability arising from injury, death, damage or destruction occurring in the Premises or Project caused by Tenant Parties. No minimum amount is specified. Should also cover contractual liability to cover Tenant's indemnity obligations.

2. Worker's compensation insurance: To cover liability for employee injuries. No minimum amount specified.

3. Business interruption and extra expense insurance: To cover loss of income and extra expenses arising from Tenant being unable to operate in the Premises. No minimum amount specified.

4. Property insurance: To cover Tenant's personal property, fixtures, equipment and any alterations or improvements made by Tenant. No minimum amount specified.

5. Umbrella/excess liability insurance: Minimum of $1,000,000 per occurrence if Tenant's primary commercial general liability coverage is less than $2,000,000 per occurrence.

The insurance policies should cover:

- Injuries, death, damage or destruction occurring in the Premises or Project caused by Tenant Parties

- Loss of income and extra expenses if Tenant is unable to operate in the Premises

- Tenant's personal property, fixtures, equipment and alterations/improvements in the Premises

- Tenant's contractual liability under the lease

The insurance should cover the Tenant itself as well as any Tenant Parties - likely meaning the Tenant's employees, contractors, agents etc. operating in the Premises.

1. What is the responsibility of tenant to obtain utilities directly from providers, list all specific ones and any conditions

Based on the statements in the document, here are the key points regarding the tenant's responsibility to obtain utilities directly from providers:

1) Telecommunications:

- The tenant and its telecommunications companies, including local exchange telecommunications companies and alternative access vendor services companies, have no right of access to and within the Building. This suggests that the tenant is responsible for arranging its own telecommunications services directly with providers.

2) Electricity:

- The tenant is required to pay for all electricity used by the tenant in the Premises directly to the utility company providing such electricity. This clearly states that the tenant must obtain electricity service directly from the utility provider.

3) Other Utilities:

- The document does not explicitly mention other utilities such as water, gas, etc. So there are no stated conditions or requirements for the tenant related to obtaining those utilities directly.

In summary, the key utility services that the tenant is specifically responsible for obtaining directly from providers are electricity and telecommunications services. The document does not mention any specific conditions related to obtaining those, other than restricting access for telecommunications infrastructure. There are no stated responsibilities for the tenant related to other utilities like water and gas.

1. Summarize the tenant services and amenities provided by the landlord, legal and financial compliance by landlord, emergency response and security.

Based on the document, here is a summary of the key points regarding tenant services and amenities provided by the landlord, legal and financial compliance by the landlord, emergency response and security:

Tenant Services and Amenities:

- Landlord provides water supply points, heated and refrigerated air conditioning at standard levels for comparable buildings, and janitorial services on weekdays (excluding holidays)

- Landlord is not making any representations or warranties that the services comply with architectural, engineering, or legal standards. Tenant is responsible for ensuring compliance.

Legal and Financial Compliance:

- Tenant is solely responsible for obtaining required permits and insurance. Tenant must provide landlord with details on contractors doing work in the premises.

- Tenant must pay operating expenses and taxes in excess of a base year amount.

Emergency Response and Security:

- No specific provisions related to emergency response or security are mentioned. The tenant is responsible for maintaining the premises in a clean, safe and operable condition.

In summary, the landlord provides basic utilities and janitorial services to the tenant, but most legal, financial, and facilities compliance responsibilities lie with the tenant. The document does not contain details about emergency response or security provisions.

1. Summarize the clauses on landlord obligations for repairs and maintenance, landscaping, cleaning common areas, and ensuring the proper functioning of utilities, as well as promptly addressing repair requests from tenants

Based on the clauses in the document, here is a summary of the landlord's obligations for repairs, maintenance, and services:

Repairs and Maintenance

- Landlord is not required to make any repairs to the Premises except as specifically provided in the lease. Tenant is responsible for maintaining the Premises in a clean, safe, and operable condition.

- If Tenant fails to make needed repairs within 10 days after notice from the Landlord, the Landlord may make the repairs at the Tenant's expense.

- Landlord may elect to make repairs to damage occurring outside the Premises at Tenant's expense instead of requiring the Tenant to make such repairs.

- Tenant shall continue to pay Rent while repairs are being made, unless the damage was caused by the Landlord.

Landscaping and Cleaning Common Areas

- No specific obligations of the Landlord are mentioned related to landscaping or cleaning common areas.

Utilities

- Landlord shall provide all utilities to the Premises. Landlord is only responsible for any repairs/maintenance to utility services up to the point of connection within the Premises.

Addressing Repair Requests

- No specific obligations are mentioned related to the Landlord responding to or addressing repair requests from Tenant.

In summary, the Tenant is generally responsible for maintenance and repairs to the Premises, while the Landlord is responsible for providing utility services and may elect to make certain repairs at the Tenant's expense. No obligations are stated related to landscaping, cleaning, or responding to repair requests.

1. Summarize the clauses on utilities provided by the landlord as part of base rent or opearting expenses and what happens if there are any overages.

Based on the document, here is a summary of the key points regarding utilities provided by the landlord as part of base rent or operating expenses and what happens if there are any overages:

1) The landlord will estimate the additional rent to cover operating costs and electrical costs at the beginning of each year. This additional rent will be paid by the tenant monthly along with the base rent (Section 4(b)).

2) Operating costs include expenses for the operation, maintenance and repair of the building and common areas. Electrical costs cover electricity provided to the tenant premises (Section 4(b)(2)).

3) By April 1st each year, the landlord will provide the tenant with an operating costs statement detailing the actual operating costs and electrical costs for the previous year (Section 4(b)(5)).

4) If the tenant's estimated payments exceed the actual costs per the operating costs statement, the landlord will promptly credit or reimburse the tenant for the excess amount (Section 4(b)(5)).

5) If the actual costs exceed the tenant's estimated payments, the tenant shall pay to the landlord such excess within 30 days after delivery of the operating costs statement (Section 4(b)(5)).

In summary, the landlord covers utilities as part of the operating expenses and bills the tenant for their share. If there are any overages or shortfalls based on the estimates, the landlord and tenant will reconcile after the actual costs are tabulated each year.

1. Summarize what are the specific conditions or actions that could trigger a lessee default under the agreement

According to the lease agreement, some of the key conditions or actions that could trigger a default by the tenant include:

1. Failure to pay rent or any other charges due under the lease when due. The lease states that failure to pay rent or other charges is considered an "Event of Default".

2. Failure to comply with any other provisions of the lease after a specified notice and cure period. The lease provides for written notice of default from the landlord, and a period to cure the default, before it becomes an "Event of Default".

3. Making any assignment or sublease in violation of the terms of the lease. The lease places restrictions on assignments and subleasing. Violating these terms after notice can trigger default.

4. Failure to discharge any lien placed upon the premises in violation of the lease within a specified time period. This would trigger default procedures like written notice and a cure period.

5. Vacating or abandoning the premises for longer than a specified period in the lease agreement. This abandonment of premises can allow the landlord to declare tenant default.

6. Certain bankruptcy, insolvency or receivership events involving the tenant can also allow the landlord to declare default and termination of the lease under certain conditions laid out.

So in summary, non-payment of rent, breach of lease covenants after notice period, unauthorized assignment/subletting, liens on property, abandonment of premises, or bankruptcy/insolvency are some of the major events that can trigger a tenant default. The lease agreement details the procedures and cure periods involved before a default becomes effective.

1. Explain in detail what happens in the event of default , what are landlord remedies and cure period.

The document discusses landlord and tenant remedies and cure periods in the event of default in several sections:

1. Landlord Default (Section ee):

- If Landlord fails to perform any obligations under the lease, Tenant must give Landlord 30 days written notice to cure the default.

- If the default cannot reasonably be cured in 30 days, Landlord can have additional time as long as they commence curing in the 30 days and then diligently pursue the cure.

- Tenant cannot seek remedies for Landlord's default without first giving notice and opportunity to cure.

- There are limitations on Tenant's damages for Landlord's default mentioned elsewhere in the lease.

2. Tenant Default (Section c):

- If Tenant fails to perform obligations under the lease, Landlord must give Tenant 30 days written notice to cure the default.

- If the default cannot reasonably be cured in 30 days, Tenant can have additional time as long as they commence curing in the 30 days and then diligently pursue the cure.

- Landlord does not have to give notice and opportunity to cure for Tenant non-payment or abandonment.

- Landlord can terminate the lease and Tenant's right of possession and/or pursue legal remedies without opportunity to cure in non-payment or abandonment scenarios.

3. Notice to Landlord's Mortgagee (Section cc):

- Before seeking to enforce remedies for Landlord's default, Tenant must also give notice to Landlord's mortgagee and give them opportunity to cure the default.

So in summary, both the Landlord and Tenant have 30 day cure periods after notice of default (longer if default cannot be reasonably cured in 30 days), with exceptions for non-payment and abandonment by the Tenant. Tenant also has to notify Landlord's mortgagee before seeking remedies for Landlord's default. There are also some limitations on damages for both parties mentioned elsewhere in the document.

1. If the tenant does not wish to renew is there a notice period required for ending the initial term or does it automatically end? Explain, what are the conditions and procedures?

Based on the lease agreement excerpt provided, here are the key points regarding ending the initial term or renewing the lease:

1) If the tenant does not wish to renew the lease, they are not required to provide any notice to end the initial term. The excerpt states that if the tenant does wish to renew, they must provide 9 months prior written notice specifying the length of renewal period, up to 90 days.

2) The initial term will automatically end after the expiry date unless:

(a) The tenant has provided proper 9 month advance renewal notice

(b) There is no continuing Event of Default

(c) The tenant accepts the new rental rate and terms provided by the landlord in response to the renewal notice

3) If the tenant has provided a proper 9 month renewal notice but does not accept the new rental rate and terms from the landlord, the initial term will still automatically end after the expiry date.

4) The tenant has the option, but not the obligation, to extend the term for up to 90 days (Authorized Holdover Period) by providing notice and meeting certain conditions (no Event of Default, acceptance of lease terms). This allows them to stay for a short period after initial term expiry while they finalize moving plans.

In summary, the initial term will automatically end unless the tenant takes affirmative action to renew or extend in accordance with the lease provisions. The tenant is not obligated to provide any special notice to end the initial term. Please let me know if you need any clarification or have additional questions!

1. Does the tenant have the right to terminate the lease early, within the binding period of the agreement? if yes what conditions can trigger it, what is the notice required to do so and penalties if applicable? If tenant does not have any option to terminate state " Tenant cannot terminate this lease early"

Based on the lease agreement, the tenant has the right to terminate the lease early in certain situations:

1. If there is a Taking (condemnation) of the premises and the tenant determines that the remaining portion of the premises cannot be used for the tenant's intended purposes in a manner reasonably comparable to how it was used before the Taking, the tenant may terminate the lease by giving notice to the landlord within 30 days after the Taking. The termination would be effective as of the date of the Taking. There is no penalty mentioned for the tenant exercising this termination right.

2. If there is a Taking and the landlord decides to terminate the lease by delivering notice to the tenant within 30 days after the Taking, the lease will terminate as of the date of the Taking. Again, no penalty is mentioned.

Outside of these Taking/condemnation situations, the tenant does not appear to have any express right in the lease to terminate early within the binding period.

In summary, the tenant cannot terminate this lease early except in the event of a Taking/condemnation as described.

1. Summarize all the clauses on subordination and attornment- listing both separately

Unfortunately I am unable to find any direct statements in the exhibit summarizing clauses on subordination and attornment. However, here is a summary of the relevant information I could find:

On subordination:

- The lease states that Tenant shall execute any instrument that may be necessary or proper to subordinate this Lease to any Mortgage or Primary Lease covering the Premises. This suggests the lease is subordinate to any Mortgages or Primary Leases on the property.

On attornment:

- The lease states that if any foreclosure proceeding is initiated by a Landlord's Mortgagee, Tenant agrees to attorn to the purchaser at the foreclosure sale. This indicates that the Tenant would attorn to any new owner that acquires the property through foreclosure.

So in summary, the lease contains provisions for subordination of the lease to future Mortgages/Primary Leases, as well as attornment by the Tenant to any new owners that acquire the property through foreclosure. However, there are no direct statements clearly summarizing these clauses - the information is spread throughout the exhibit. I tried to piece together the key points on subordination and attornment based on the relevant statements found. Please let me know if you need any clarification or have additional questions!

1. Summarize all the clauses on destruction of property, what happens in the event of fire or any such similar event of casualty

Here is a summary of the key clauses in the document related to destruction of property due to fire or other casualty events:

1. If the premises are damaged by fire or other casualty, Tenant must promptly notify Landlord. Landlord will then repair the damage within a reasonable time unless:

- The damage occurs during the last 2 years of the lease term

- The damage is not fully covered by Landlord's insurance and Landlord determines restoring would be uneconomical

- Landlord is required by its lender to apply the insurance proceeds to its mortgage

2. If a material portion of the premises is damaged such that Tenant is unable to conduct business as before, Tenant may terminate the lease within 30 days after the casualty event unless Landlord commits to restore within 6 months.

3. If the damage is due to Tenant's negligence, Tenant must pay Landlord the deductible amount under Landlord's insurance and Tenant is not released from obligations under lease.

4. If Premises are totally or substantially damaged during last 2 years of term, either Landlord or Tenant may terminate lease.

5. Tenant is released from rent payment for the portion of premises rendered unusable while repairs are being made.

6. Tenant must deliver keys and remove unattached personal property and fixtures upon lease termination.

In summary, the clauses outline notification procedures, Landlord's and Tenant's termination rights, rent abatement provisions, and other consequences following a casualty event damaging the premises.

1. Summarize in simple english the clause on estoppel, scope, preclusion of contradictory claims and enforceability.

The clause discusses several key points regarding the lease agreement between the Landlord and Tenant:

1. Estoppel: This lease represents the full and complete agreement between the parties. No other oral or written statements are part of this agreement, except what is contained in this lease document.

2. Scope: This lease supersedes (replaces) any prior oral discussions or written agreements between the Landlord and Tenant related to the leasing of this property.

3. Preclusion of contradictory claims: The parties acknowledge that there are no other representations, warranties or agreements between them regarding this lease or their obligations, other than what is contained in this document. This prevents either party from later making contradictory claims.

4. Enforceability: It is further agreed that if the Landlord starts any legal proceeding to evict the Tenant or regain possession of the property, the Tenant cannot raise any counterclaims, except for any mandatory statutory counterclaims. This supports the enforceability of the lease for the Landlord.

In simple terms, this clause serves to limit the scope of the agreement to only what is contained in the written lease document, prevent contradictory claims in the future, and support the Landlord's ability to enforce the lease terms against the Tenant.

1. Summarize all clauses in simple english on scope of indemnification, indemnification trigger events, limitations and exclusions, notice and defense obligations, survival of indemnity obligations and enforceability and remedies

Here is a summary of the key points regarding indemnification in simple terms:

Scope of Indemnification:

- Tenant must indemnify Landlord against claims/damages arising from Tenant's use of the premises, unless caused by Landlord's sole or gross negligence or willful misconduct.

- Landlord must indemnify Tenant against claims/damages arising from Landlord's negligence or misconduct.

Trigger Events:

- For Tenant's indemnity - claims arising from Tenant's use of premises.

- For Landlord's indemnity - Landlord's negligence or misconduct.

Limitations & Exclusions:

- Tenant's indemnity does not apply if caused by Landlord's sole or gross negligence or willful misconduct.

Notice & Defense Obligations:

- The indemnifying party must defend the indemnified party against covered claims when requested, using counsel reasonably acceptable to the indemnified party.

Survival of Obligations:

- [No specific provision mentioned regarding survival, so likely survives termination of lease based on general contract principles].

Enforceability & Remedies:

- If an indemnified claim is filed, the indemnifying party must provide defense at its sole cost.

- [Standard contractual remedies likely apply for failure to perform indemnification obligations].

In summary, both parties have mutual indemnification obligations for damages caused by their respective negligence/misconduct, subject to certain limitations.

1. Summarize all clauses insimple english on emninent domain and condemnation.

Unfortunately I could not find any direct statements in the document related to eminent domain or condemnation. The document appears to be a lease agreement between a landlord and a tenant, laying out the terms and conditions of the lease. It does not contain any clauses or provisions specifically addressing eminent domain or condemnation.

Since there is no direct discussion of eminent domain or condemnation, I cannot summarize any such clauses. The document covers issues like rent, lease term, use of premises, maintenance and repairs, insurance, default, assignment and subletting, attorney's fees, and some additional miscellaneous provisions. But it does not cover eminent domain or condemnation procedures or rights if the leased property were to be taken by a government authority.

In short, I apologize but there does not seem to be any relevant information in this document related to the query on summarizing clauses on eminent domain and condemnation. The document is silent on those topics. Please let me know if you have any other questions!

1. What is the complete physical address to send notices to lessor

Unfortunately the document does not clearly state the complete physical address to send notices to the lessor. However, it does provide some relevant information about sending notices:

1) Notices can be sent via:

- First class, United States Mail, postage prepaid, certified, with return receipt requested, addressed to the parties at the address specified in the Basic Lease Information

- Hand delivered to the intended addressee

- Sent by a nationally recognized overnight courier service

- Sent by electronic mail with the phrase "NOTICE PURSUANT TO LEASE" in the subject line

2) Electronic mail notices should be sent with a copy to follow by one of the other delivery methods within one business day.

3) Physical notices are effective upon delivery to the address of the addressee, even if the addressee refuses delivery.

4) Electronic notices are effective on the date of confirmed delivery.

So in summary, the document does not provide the complete physical mailing address for the lessor. It states notices can be physically sent to the address provided in the Basic Lease Information section, but this specific address is not shown in the excerpt provided. The excerpt focuses more on the protocols and procedures for sending notices, rather than providing a complete mailing address.

1. Who is the landlord contact for notices- capture the first and last name?

Unfortunately, the document does not specify the first and last name of the landlord contact for notices. The relevant section regarding notices states:

"If the Basic Lease Information regarding Tenant’s notice information is left blank or incomplete, then (i) prior to

the Commencement Date, the registered agent address for Tenant shall be an appropriate address for notice, and (ii) from and

after the Com mencement Date, the Premises shall be an appropriate address for notice."

So it provides information about where to send tenant notices, but does not give a specific contact name for the landlord to receive notices. The document refers to the "Landlord" in general for notice purposes, but does not provide an individual contact name.

1. If email or phone number is provided for the landlord contact for notices, capture that

Unfortunately I am unable to find any statements in the notice that are directly relevant to answering your query. The notice discusses various provisions related to the landlord's ability to show the premises to prospective purchasers, lenders or tenants, but does not specifically mention the landlord's contact information for receiving notices.

The notice does say that notices to the tenant should be delivered to "Austin.ham ilton@brillio.com", but this appears to be the tenant's email address rather than the landlord's.

So in summary, the notice does not seem to contain the landlord's contact information like an email address or phone number for receiving notices. The closest relevant statement is that notices to the tenant can be delivered electronically to the email address provided, but there is no corresponding statement about the landlord's preferred contact method for receiving notices.

I apologize that I could not find a more direct answer in the notice to your specific query about the landlord's contact information for notices. Please let me know if you need any clarification or have additional questions.

1. What is the complete physical address to send notices to lessee?

Based on the lease agreement, the complete physical address to send notices to the lessee is not explicitly stated. However, the following information is provided regarding sending notices:

1) Notices are to be mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties at the address specified in the Basic Lease Information.

2) Notices can also be hand delivered to the intended addressee.

3) Notices can be sent by a nationally recognized overnight courier service.

4) Notices can be sent by electronic mail with the phrase "NOTICE PURSUANT TO LEASE" in the subject line to the email address Austin.hamilton@brillio.com. A copy of the notice must also be sent by one of the other delivery methods within one business day after the electronic mail transmission.

So in summary, while an exact physical mailing address is not provided, notices can be sent via US Mail, courier service, or electronically to the specified email address to the lessee, with additional delivery requirements specified for electronic notices. The Basic Lease Information referenced likely contains the mailing address but is not included in the excerpt provided.

1. Who is the tenant contact for notices- capture the first and last name

The document does not provide the full name of the tenant contact for notices. However, it does state some relevant information about notices to the tenant:

1) Prior to the Commencement Date, notices can be sent to the registered agent address for the Tenant.

2) From and after the Commencement Date, the Premises shall be an appropriate address for notices to the Tenant.

So in summary, the document does not provide a specific name for the tenant contact, but states that the Tenant's registered agent (prior to Commencement Date) and the Premises address (after Commencement Date) are appropriate addresses for sending notices. It does not provide further details like a first or last name for a specific contact person.

1. If email or phone number is provided for the tenant contact for notices, capture that

The document discusses notices and contact information for the tenant in several places. Here are the key relevant statements I found:

1. If the Basic Lease Information section leaves tenant's notice information blank or incomplete, then prior to the Commencement Date, the registered agent address for the tenant shall be an appropriate address for notice. After the Commencement Date, the Premises shall be an appropriate address for notice.

2. There is a provision that the landlord can show the Premises to prospective purchasers, lenders, or new tenants by giving the tenant 10-days prior notice. Such notice may be delivered by email to Austin.hamilton@brillio.com.

3. The document also grants the landlord a power of attorney to execute and file any financing statement or other instrument necessary to perfect a security interest, at the tenant's expense.

In summary, the key contact information provided for sending notices to the tenant is:

- Prior to Commencement Date: Registered agent address

- After Commencement Date: The Premises

- Email: Austin.hamilton@brillio.com

I've captured the email address provided specifically for sending notices to the tenant contact. Let me know if you need any other details from the statements related to notices and tenant contact information.