***AGREEMENT OF LEASE***, made as of this {{ lease\_date }} between {{ landlord\_entity }}, c/o Beach Lane Management, Inc., 111 North Central Park Avenue, Suite 400, Hartsdale, NY 10530, party of the first part, hereinafter referred to as OWNER, and {{ tenant\_entity }}, {{ tenant\_mailing\_address }}, party of the second part, hereinafter referred to as TENANT, with respect top that certain premises known as and by the street address {{ building\_c\_address }}(the “Demised Premises”),

***WITNESSETH***: Owner hereby leases to Tenant and Tenant hereby hires from Owner the Demised Premises for a term of {{ (lease\_term\_years\_words) }}({{ lease\_term\_years }}) years (or until such term shall sooner cease and expire as hereinafter provided) to commence on and to end as provided in Article 40, at the rental rate as provided in Article 40 which Tenant agrees to pay in advance on the first day of each month during said term, at the office of Owner or such other place as Owner may designate, without any set off or deduction whatsoever, except that Tenant shall pay the first monthly installment(s) on the execution hereof (unless this lease be a renewal).

The parties hereto, for themselves, their heirs, distributees,

executors, administrators, legal representatives, successors and assigns, hereby

covenant as follows:

**RENT**:

1. Tenant shall pay the rent as above and as hereinafter provided.

**OCCUPANCY**:

2. Tenant shall use and occupy the demised premises for storage of equipment and any other legal use. Tenant shall procure and maintain any and all licenses required to legally conduct the aforesaid business at the demised premises.

**ALTERATIONS**:

3. Tenant shall make no changes in or to the demised premises of any nature

without Owner's prior written consent. Subject to the prior written consent of

Owner, and to the provisions of this article, Tenant, at Tenant's expense, may

make alterations, installations, additions or improvements which are

non-structural and which do not affect utility services or plumbing and

electrical lines, in or to the interior of the demised premises by using

contractors or mechanics first approved in each instance by Owner. Tenant shall,

before making installing any signage outside the store or in the front window of the store or for any alterations, additions, installations or improvements, at its

expense, obtain all permits, approvals and certificates required by any

governmental or quasi-governmental bodies and (upon completion) certificates of

final approval thereof and shall deliver promptly duplicates of all such

permits, approvals and certificates to Owner and Tenant agrees to carry and will

cause Tenant's contractors and sub-contractors to carry such workman's

compensation, general liability, personal and property damage insurance as Owner

may require. Tenant shall reimburse Owner for Owner’s engineering and architectural review fees of all such proposed plans. If any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work claimed to have done for, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within 30 days thereafter, at Tenant's

expense, by payment or filing the bond required by law. All property remaining in the premises after the Term of this Lease shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or may be removed from the premises by Owner at Tenant's expense.

**REPAIRS**:

4. Tenant shall, throughout the term of this lease, take good care of the

demised premises and the fixtures and appurtenances therein, and the sidewalks

adjacent thereto, and at its sole cost and expense, make all non-structural

repairs thereto as and when needed to preserve them in good working order and

condition, reasonable wear and tear, obsolescence and damage from the elements,

fire and other casualty, excepted. If the demised premises be or become infested

with vermin, Tenant shall at Tenant's expense, cause the same to be exterminated

from time to time to the satisfaction of Owner. There shall be no allowance to the

Tenant for the diminution of rental value and no liability on the part of Owner

by reason of inconvenience, annoyance or injury to business arising from Owner,

Tenant or others making or failing to make any repairs, alterations, additions

or improvements in or to any portion of the building including the erection or

operation of any crane, derrick or sidewalk shed, or in or to the demised

premises or the fixtures, appurtenances or equipment thereof. It is specifically

agreed that Tenant shall be not entitled to any set off or reduction of rent by

reason of any failure of Owner to comply with the covenants of this or any other

article of this lease.

**WINDOW CLEANING**:

5. Tenant will not clean nor require, permit, suffer or allow any window in the

demised premises to be cleaned from the outside in violation of Section 202 of

the New York State Labor Law or any other applicable law or of the Rules of the

Board of Standards and Appeals, or of any other Board or body having or

asserting jurisdiction.

**REQUIREMENTS OF LAW, FIRE INSURANCE**:

6. Tenant, at Tenant's sole cost and expense, shall promptly comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters or the Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Owner or Tenant with respect to the demised premises, and with respect to the portion of the sidewalk adjacent to the premises, if the premises are on street level, whether or not arising out of Tenant's use or

manner of use thereof, or with respect to the building if arising out of

Tenant's use or manner of use of the premises or the building (including the use

permitted under the lease). Tenant shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Owner. Tenant shall pay all costs, expenses, fines, penalties, or damages, which may be imposed upon Owner by reason of Tenant's failure to comply with the provisions of this article. If the fire insurance rate shall, at the beginning of the lease or at any time thereafter, be higher than it otherwise would be, then Tenant shall reimburse Owner, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Owner which shall have been charged because of such failure by Tenant, to comply with the terms of this article.

**SUBORDINATION**:

7. This lease is subject and subordinate to all ground or underlying leases and

to all mortgages which may now or hereafter affect such leases or the real

property of which demised premises are a part and to all renewals,

modifications, consolidations, replacements and extensions of any such

underlying leases and mortgages. This clause shall be self-operative and no

further instrument of subordination shall be required by any ground or

underlying lessor or by any mortgagee, affecting any lease or the real property

of which the demised premises are a part. In confirmation of such subordination,

Tenant shall from time to time execute promptly any certificate that Owner may

request.

**TENANT'S LIABILITY INSURANCE PROPERTY LOSS, DAMAGE, INDEMNITY**:

8. Owner or its agents shall not be liable for any damage to property of Tenant

or of others entrusted to employees of the building, nor for loss of or damage

to any property of Tenant by theft or otherwise, nor for any injury or damage to

persons or property resulting from any cause of whatsoever nature. Owner

or its agents will not be liable for any such damage caused by other tenants or

persons in, upon or about said building or caused by operations in construction

of any private, public or quasi public work. Tenant agrees, at Tenant's sole

cost and expense, to maintain general public liability insurance in standard

form in favor of Owner and Tenant against claims for bodily injury or death or

property damage occurring in or upon the demised premises, effective from the

date Tenant enters into possession and during the term of this lease. Such

insurance shall be in an amount and with carriers acceptable to the Owner. Such

policy or policies shall be delivered to the Owner. On Tenant's default in

obtaining or delivering any such policy or policies or failure to pay the

charges therefor, Owner may secure or pay the charges for any such policy or

policies and charge the Tenant as additional rent therefor. Tenant shall

indemnify and save harmless Owner against and from all liabilities, obligations,

damages, penalties, claims, costs and expenses for which Owner shall not be

reimbursed by insurance, including reasonable attorneys’ fees, paid, suffered or

incurred as a result of any breach by Tenant, Tenant's agent, contractors,

employees, invitees, or licensees, of any covenant or condition of this lease,

or the carelessness, negligence or improper conduct of the Tenant, Tenant's

agents, contractors, employees, invitees or licensees. Tenant's liability under

this lease extends to the acts and omissions of any subtenant, and any agent,

contractor, employee, invitee or licensee of any subtenant. In case any action

or proceeding is brought against Owner by reason of any such claim, Tenant, upon

written notice from Owner, will, at Tenant's expense, resist or defend such

action or proceeding by counsel approved by Owner in writing, such approval not

to be unreasonably withheld.

**DESTRUCTION, FIRE AND OTHER CASUALTY**:

9. (a) If the demised premises or any part thereof shall be damaged by fire or

other casualty, Tenant shall give immediate notice thereof to Owner and this

lease shall continue in full force and effect except as hereinafter set forth.

(b) If the demised premises are partially damaged or rendered partially unusable

by fire or other casualty, the damages thereto shall be repaired by and at the

expense of Owner and the rent and other items of additional rent, until such

repair shall be substantially completed, shall be apportioned from the day

following the casualty according to the part of the premises which is usable.

(c) If the demised premises are totally damaged or rendered wholly unusable by

fire or other casualty, then the rent and other items of additional rent as

hereinafter expressly provided shall be proportionately paid up to the time of

the casualty and thenceforth shall cease until the date when the premises shall

have been repaired and restored by Owner (or sooner reoccupied in part by Tenant

then rent shall be apportioned as provided in subsection (b) above), subject to

Owner's right to elect not to restore the same as hereinafter provided. (d) If

the demised premises are rendered wholly unusable or (whether or not the demised

premises are damaged in whole or in part) if the building shall be so damaged

that Owner shall decide to demolish it or to rebuild it, then, in any of such

events, Owner may elect to terminate this lease by written notice to Tenant,

given within 90 days after such fire or casualty or 30 days after adjustment of

the insurance claim for such fire or casualty, whichever is sooner, specifying a

date for the expiration of the lease, which date shall not be more than 60 days

after the giving of such notice, and upon the date specified in such notice the

term of this lease shall expire as fully and completely as if such date were the

date set forth above for the termination of this lease and Tenant shall

forthwith quit, surrender and vacate the premises without prejudice however, to

Owner's rights and remedies against Tenant under the lease provisions in effect

prior to such termination, and any rent owing shall be paid up to such date and

any payments of rent made by Tenant which were on account of any period

subsequent to such date shall be returned to Tenant. Tenant

hereby waives the provisions of Section 227 of the Real Property Law and agrees

that the provisions of this article shall govern and control in lieu thereof.

**EMINENT DOMAIN**:

10. If the whole or any part of the demised premises shall be acquired or

condemned by Eminent Domain for any public or quasi public use or purpose, then

and in that event, the term of this lease shall cease and terminate from the

date of title vesting in such proceeding and Tenant shall have no claim for the

value of any unexpired term of said lease.

**ASSIGNMENT, SUBLET, MORTGAGE, ETC**.:

11. Tenant, for itself, its heirs, distributees, executors, administrators,

legal representatives, successors and assigns, expressly covenants that it shall

not assign, sublet, mortgage or encumber this agreement, nor underlet, or suffer or

permit the demised premises or any part thereof to be used by others, without

the prior written consent of Owner in each instance.

**ELECTRIC CURRENT**:

12. Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the building or the risers or wiring installation and Tenant may not use any electrical equipment which, in Owner's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall in no wise make Owner liable or responsible to Tenant,

for any loss, damages or expenses which Tenant may sustain. TENANT SHALL PAY ALL UTILITY, WATER, ELECTRIC AND GAS BILLS.

**ACCESS TO PREMISES**:

13. Owner or Owner's agents shall have the right (but shall not be obligated) to

enter the demised premises in any emergency at any time, and, at other

reasonable times, to examine the same and to make such repairs, replacements and

improvements as Owner may deem necessary and reasonably desirable to any portion

of the building or which Owner may elect to perform, in the premises, following

Tenant's failure to make repairs or perform any work which Tenant is obligated

to perform under this lease, or for the purpose of complying with laws,

regulations and other directions of governmental authorities. Tenant shall

permit Owner to use and maintain and replace pipes and conduits in and through

the demised premises and to erect new pipes and conduits therein, provided they

are concealed within the walls, floors or ceiling, wherever practicable. Owner

may, during the progress of any work in the demised premises, take all necessary

materials and equipment into said premises without the same constituting an

eviction nor shall the Tenant be entitled to any abatement of rent while such

work is in progress nor to any damages by reason of loss or interruption of

business or otherwise. Throughout the term hereof Owner shall have the right to

enter the demised premises at reasonable hours for the purpose of showing the

same to prospective purchasers or mortgagees of the building, and during the

last six months of the term for the purpose of showing the same to prospective

tenants and may, during said six months period, place upon the demised premises

the usual notice "To Let" and "For Sale" which notices Tenant shall permit to

remain thereon without molestation. If Tenant is not present to open and permit

an entry into the demised premises, Owner or Owner's agents may enter the same

whenever such entry may be necessary or permissible by master key or forcibly

and provided reasonable care is exercised to safeguard Tenant's property, such

entry shall not render Owner or its agents liable therefor, nor in any event

shall the obligations of Tenant hereunder be affected. If during the last month

of term Tenant shall have removed all or substantially all of Tenant's property

therefrom, Owner may immediately enter, alter, renovate or redecorate the

demised premises without limitation or abatement of rent, or incurring liability

to Tenant for any compensation and such act shall have no effect on this lease

or Tenant's obligations hereunder. Owner shall have the right at any time,

without the same constituting an eviction and without incurring liability to

Tenant therefor to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets, or other public parts of the building and to change the name, number or designation by which the building may be known.

**VAULT, VAULT SPACE, AREAS**:

14. No vaults, vault space or area, whether or not enclosed or covered, not within the property line of the building is leased hereunder, anything contained in or indicated on any sketch, blue print or plan, or anything contained elsewhere in this lease to the contrary notwithstanding. Owner makes no representation as to the location of the property line of the building

**BROKER**:

15. Tenant represents to Landlord that it has dealt with no broker in connection with this lease {{broker\_short\_form1}}. Tenant shall indemnify, defend and hold harmless Landlord from and against any claims for any brokerage commissions or other compensation which are made by any broker {{ broker\_short\_form2 }} alleging to have dealt with Tenant in connection with this lease, and all costs, expenses, liabilities and damages in connection therewith, including reasonable attorneys’ fees and expenses. {{ broker\_short\_form3}}

**BANKRUPTCY**:

16. Anything elsewhere in this lease to the contrary notwithstanding, this

lease may be cancelled by Owner by the sending of a written notice to Tenant

within a reasonable time after the happening of any one or more of the following

events: (1) the commencement of a case in bankruptcy or under the laws of any

state naming Tenant as the debtor; or (2) the making by Tenant of an assignment

or any other arrangement for the benefit of creditors under any state statute.

Neither Tenant nor any person claiming through or under Tenant, or by reason of

any statute or order of court, shall thereafter be entitled to possession of the

premises demised but shall forthwith quit and surrender the premises. If this

lease shall be assigned in accordance with its terms, the provisions of this

Article 16 shall be applicable only to the party then owning Tenant's interest

in this lease.

**DEFAULT**:

17. (1) If Tenant defaults in fulfilling any of the covenants of this lease

other than the covenants for the payment of rent or additional rent; or if the

demised premises becomes vacant or deserted; or if any execution or attachment

shall be issued against Tenant or any of Tenant's property whereupon the demised

premises shall be taken or occupied by someone other than Tenant; or if this

lease be rejected under Section 365 of Title 11 of the U.S. Code (Bankruptcy

Code); or if Tenant shall fail to move into or take possession of the premises

within thirty (30) days after the commencement of the term of this lease, of

which fact Owner shall be the sole judge; then, in any one or more of such

events, upon Owner serving a written fifteen (15) days notice upon Tenant

specifying the nature of said default and upon the expiration of said fifteen

(15) days, if Tenant shall have failed to comply with or remedy such default, or

if the said default or omission complained of shall be of a nature that the same

cannot be completely cured or remedied within said fifteen (15) day period, and

if Tenant shall not have diligently commenced curing such default within such

fifteen (15) day period, and shall not thereafter with reasonable diligence and

in good faith proceed to remedy or cure such default, then Owner may serve a

written five (5) days notice of cancellation of this lease upon Tenant, and upon

the expiration of said five (5) days, this lease and the term thereunder shall

end and expire as fully and completely as if the expiration of such five (5) day

period were the day herein definitely fixed for the end and expiration of this

lease and the term thereof and Tenant shall then quit and surrender the demised

premises to Owner but Tenant shall remain liable as hereinafter provided.

(2) If the notice provided for in (1) hereof shall have been given, and

the term shall expire as aforesaid; or if Tenant shall make default in the

payment of the rent reserved herein or any item of additional rent herein

mentioned or any part of either or in making any other payment herein required;

then and in any of such events Owner may without notice, re-enter the demised

premises either by force or otherwise, and dispossess Tenant by summary

proceedings or otherwise, and the legal representative of Tenant or other

occupant of demised premises and remove their effects and hold the premises as

if this lease had not been made, and Tenant hereby waives the service of notice

of intention to re-enter or to institute legal proceedings to that end.

**REMEDIES OF OWNER AND WAIVER OF REDEMPTION**:

18. In case of any such default, re-entry, expiration and/or dispossess by

summary proceedings or otherwise, (a) the rent, and additional rent, shall

become due thereupon and be paid up to the time of such re-entry, dispossess

and/or expiration, (b) Owner may re-let the premises or any part or parts

thereof, either in the name of Owner or otherwise, for a term or terms, which

may at Owner's option be less than or exceed the period which would otherwise

have constituted the balance of the term of this lease and may grant concessions

or free rent or charge a higher rental than that in this lease, and/or (c)

Tenant or the legal representatives of Tenant shall also pay Owner as liquidated

damages for the failure of Tenant to observe and perform said Tenant's covenants

herein contained, any deficiency between the rent hereby reserved and/or

covenanted to be paid and the net amount, if any, of the rents collected on

account of the subsequent lease or leases of the demised premises for each month

of the period which would otherwise have constituted the balance of the term of

this lease. The failure of Owner to re-let the premises or any part or parts

thereof shall not release or affect Tenant's liability for damages. In computing

such liquidated damages there shall be added to the said deficiency such

expenses as Owner may incur in connection with re-letting, such as legal

expenses, attorneys' fees, brokerage, advertising and for keeping the demised

premises in good order or for preparing the same for re-letting. Any such

liquidated damages shall be paid in monthly installments by Tenant on the rent

day specified in this lease. Owner, in putting the demised premises in good

order or preparing the same for re-rental may, at Owner's option, make such

alterations, repairs, replacements, and/or decorations in the demised premises

as Owner, in Owner's sole judgment, considers advisable and necessary for the

purpose of re-letting the demised premises, and the making of such alterations,

repairs, replacements, and/or decorations shall not operate or be construed to

release Tenant from liability. Owner shall in no event be liable in any way

whatsoever for failure to re-let the demised premises, or in the event that the

demised premises are re-let, for failure to collect the rent thereof under such

re-letting, and in no event shall Tenant be entitled to receive any excess, if

any, of such net rent collected over the sums payable by Tenant to Owner

hereunder. In the event of a breach or threatened breach by Tenant or any of the

covenants or provisions hereof, Owner shall have the right of injunction and the

right to invoke any remedy allowed at law or in equity as if re-entry, summary

proceedings and other remedies were not herein provided for. Mention in this

lease of any particular remedy, shall not preclude Owner from any other remedy,

in law or in equity. Tenant hereby expressly waives any and all rights of

redemption granted by or under any present or future laws.

**FEES AND EXPENSES**:

19. If Tenant shall default in the observance or performance of any term or

covenant on Tenant's part to be observed or performed under or by virtue of any

of the terms or provisions in any article of this lease, after notice if

required and upon expiration of any applicable grace period if any, (except in

an emergency), then, unless otherwise provided elsewhere in this lease, Owner

may immediately or at any time thereafter and without notice perform the

obligation of Tenant thereunder, and if Owner, in connection therewith or in

connection with any default by Tenant in the covenant to pay rent hereunder,

makes any expenditures or incurs any obligations for the payment of money,

including but not limited to reasonable attorney's fees, in instituting,

prosecuting or defending any action or proceeding and prevails in any such

action or proceeding, such sums so paid or obligations incurred with interest

and costs shall be deemed to be additional rent hereunder and shall be paid by

Tenant to Owner within ten (10) days of rendition of any bill or statement to

Tenant therefor and if Tenant's lease term shall have expired at the time of

making of such expenditures or incurring of such obligations, such sums shall be

recoverable by Owner as damages.

**NO REPRESENTATIONS BY OWNER**:

20. Neither Owner nor Owner's agent have made any representations or promises

with respect to the physical condition of the building, the land upon which it

is erected or the demised premises, the rents, leases, expenses of operation, or

any other matter or thing affecting or related to the premises. Tenant has inspected the building and the demised premises and is acquainted with their condition and agrees to take the same "as is."

**END OF TERM**:

21. Upon the expiration or other termination of the term of this lease, Tenant

shall quit and surrender to Owner the demised premises, broom clean, in good

order and condition, ordinary wear excepted, and Tenant shall remove all its

property.

**22 and 23. INTENTIONALY OMITTED**

**NO WAIVER**:

24. The failure of Owner to seek redress for violation of, or to insist upon

the strict performance of any covenant or condition of this lease or of any of

the Rules or Regulations set forth or hereafter adopted by Owner, shall not

prevent a subsequent act which would have originally constituted a violation

from having all the force and effect of an original violation. The receipt by

Owner of rent and/or additional rent with knowledge of the breach of any

covenant of this lease shall not be deemed a waiver of such breach and no

provision of this lease shall be deemed to have been waived by Owner unless

such waiver be in writing signed by Owner. No payment by Tenant or receipt by

Owner of a lesser amount than the monthly rent herein stipulated shall be

deemed to be other than on account of the earliest stipulated rent, nor shall

any endorsement or statement of any check or any letter accompanying any check

or payment as rent be deemed an accord and satisfaction, and Owner may accept

such check or payment without prejudice to Owner's right to recover the balance

of such rent or pursue any other remedy in this lease provided. No act or thing

done by Owner or Owner's agents during the term hereby demised shall be deemed

in acceptance of a surrender of said premises and no agreement to accept such

surrender shall be valid unless in writing signed by Owner. No employee of

Owner or Owner's agent shall have any power to accept the keys of said premises

prior to the termination of the lease and the delivery of keys to any such

agent or employee shall not operate as a termination of the lease or a

surrender of the premises.

**WAIVER OF TRIAL BY JURY**:

25. It is mutually agreed by and between Owner and Tenant that the respective

parties hereto shall and they hereby do waive trial by jury in any action,

proceeding or counterclaim brought by either of the parties hereto against the

other on any matters whatsoever arising out of or in any way connected with this lease, the relationship of Owner and Tenant, Tenant's use of or occupancy of said premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commences any proceeding or action, for

possession including a summary proceeding for possession of the premises,

Tenant will not interpose any counterclaim of whatever nature or description in

any such proceeding.

**INABILITY TO PERFORM**:

26. This Lease and the obligation of Tenant to pay rent hereunder and perform

all of the other covenants and agreements hereunder on part of Tenant to be

performed shall in no wise be affected, impaired or excused because Owner is

unable to fulfill any of its obligations under this lease or to supply or is

delayed in supplying any service expressly or impliedly to be supplied or is

unable to make, or is delayed in making any repair, additions, alterations or

decorations or is unable to supply or is delayed in supplying any equipment,

fixtures or other materials if Owner is prevented or delayed from so doing by

reason of strike or labor troubles, government preemption or restrictions or by

reason of any rule, order or regulation of any department or subdivision thereof

of any government agency or by reason of the conditions of which have been or

are affected, either directly or indirectly, by war or other emergency, or when,

in the judgment of Owner, temporary interruption of such services is necessary

by reason of accident, mechanical breakdown, or to make repairs, alterations or

improvements.

**BILLS AND NOTICES**:

27. Except as otherwise in this lease provided, a bill, statement, notice or

communication which Owner may desire or be required to give to Tenant, shall be

deemed sufficiently given or rendered if, in writing, delivered to Tenant

personally or sent by first class US mail, registered mail or certified mail addressed to Tenant at the building of which the demised premises form a part or at the last known residence address or business address of Tenant or left at any of the aforesaid

premises addressed to Tenant, and the time of the rendition of such bill or

statement and of the giving of such notice or communication shall be deemed to

be the time when the same is delivered to Tenant, mailed, or left at the

premises as herein provided. Any notice by Tenant to Owner must be served by

registered or certified mail addressed to Owner at the address first hereinabove

given or at such other address as Owner shall designate by written notice.

**WATER CHARGES**:

28. If Tenant requires, uses or consumes water for any purpose including, but not limited to, ordinary lavatory purposes (of which fact Tenant constitutes Owner to be the sole judge) Owner may install a water meter and thereby measure Tenant's water

consumption for all purposes. Tenant shall pay Owner for the cost of the meter

and the cost of the installation thereof and throughout the duration of

Tenant's occupancy Tenant shall keep said meter and installation equipment in

good working order and repair at Tenant's own cost and expense. Tenant agrees

to pay for water consumed, as shown on said meter as and when bills are

rendered. Tenant covenants and agrees to pay the sewer rent, charge or any

other tax, rent, levy or charge which now or hereafter is assessed, imposed or

a lien upon the demised premises or the realty of which they are part pursuant

to law, order or regulation made or issued in connection with the use,

consumption, maintenance or supply of water, water system or sewage or sewage

connection or system. The bill rendered by Owner shall be payable by Tenant as

additional rent. Independently of and in addition to any of the remedies reserved to Owner hereinabove or elsewhere in this lease, Owner may sue for and collect any monies

to be paid by Tenant or paid by Owner for any of the reasons or purposes hereinabove set forth.

**SPRINKLERS**:

29. Anything elsewhere in this lease to the contrary notwithstanding, if the New

York Board of Fire Underwriters or the Insurance Services Office or any bureau,

department or official of the federal, state or city government require or

recommend the installation of a sprinkler system or that any changes,

modifications, alterations, or additional sprinkler heads or other equipment be

made or supplied in an existing sprinkler system by reason of Tenant's business,

or the location of partitions, trade fixtures, or other contents of the demised

premises, or for any other reason, or if any such sprinkler system

installations, changes, modifications, alterations, additional sprinkler heads

or other such equipment, become necessary to prevent the imposition of a penalty

or charge against the full allowance for a sprinkler system in the fire

insurance rate set by any said Exchange or by any fire insurance company, Tenant

shall, at Tenant's expense, promptly make such sprinkler system installations,

changes, modifications, alterations, and supply additional sprinkler heads or

other equipment as required whether the work involved shall be structural or

non-structural in nature. Tenant shall pay to Owner as additional rent the sum

the sum expended by Owner for sprinkler supervisory service.

**CLEANING**:

30. Tenant shall at Tenant's expense, keep the demised premises clean and in order, to the satisfaction to Owner, and if the demised premises are situated on the street floor, Tenant shall, at Tenant's own expense, make all repairs and replacements to the sidewalks and curbs adjacent thereto, and keep said sidewalks and curbs free from snow, ice, dirt and rubbish. Tenant shall independently contract for the removal of such rubbish and refuse. The removal of such refuse and rubbish by others shall be subject to such rules and regulations as, in the judgment of the Owner, are necessary for the proper operation of the building.

**SECURITY**:

31. Tenant has deposited with Owner the sum of {{security\_deposit\_total\_formatted}} as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Owner may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any other sum as to which Tenant is in default or for any sum which Owner may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency in the re-letting of the premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Owner. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the Lease and after delivery of entire possession of the demised premises to Owner. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part, Owner shall have the right to transfer the security to the vendee or lessee and Owner shall thereupon be released by Tenant from all liability for the return of such security; and Tenant agrees to look to the new Owner solely for the return of said security and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Owner. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance. Security shall at all times be maintained and supplemented to equal to {{ tenant\_security\_deposit\_words }}({{ tenant\_security\_deposit\_formatted }}) times the then monthly base rent hereunder.

**CAPTIONS**:

32. The Captions are inserted only as a matter of convenience and for reference

and in no way define, limit or describe the scope of this lease nor the intent

of any provision thereof.

**DEFINITIONS**:

33. The term "Owner" as used in this lease means only the Owner, or the

mortgagee in possession, for the time being of the land and building (or the

Owner of a lease of the building or of the land and building) of which the

demised premises form a part, so that in the event of any sale or sales of said

land and building or of said lease, or in the event of a lease of said building,

or of the land and building, the said Owner shall be and hereby is entirely

freed and relieved of all covenants and obligations of Owner hereunder, and it

shall be deemed and construed without further agreement between the parties of

their successors in interest, or between the parties and the purchaser, at any

such sale, or the said lessee of the building, or of the land and building, that

the purchaser or the lessee of the building has assumed and agreed to carry out

any and all covenants and obligations of Owner hereunder.

**ADJACENT EXCAVATION-SHORING**:

34. If an excavation shall be made upon land adjacent to the demised premises,

or shall be authorized to be made, Tenant shall afford to the person causing or

authorized to cause such excavation, license to enter upon the demised premises

for the purpose of doing such work as said person shall deem necessary to

preserve the wall or the building of which demised premises form a part from

injury or damage and to support the same by proper foundations without any claim

for damages or indemnity against Owner, or diminution or abatement of rent.

**35. INTENTIONALLY OMITTED**

**GLASS**:

36. Owner shall replace at the expense of Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the demised premises. Owner may insure, and keep insured, at Tenant's expense, all plate and other glass in the demised premises for and in the name of Owner. Bills for the premiums therefore shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rent.

**PORNOGRAPHIC USES PROHIBITED**:

37. Tenant agrees that the value of the demised premises and the

reputation of the Owner will be seriously injured if the premises are used for

any obscene or pornographic purposes or any sort of commercial sex

establishment. Tenant agrees that Tenant will not bring or permit any obscene or

pornographic material on the premises, and shall not permit or conduct any

obscene, nude, or semi-nude live performances on the premises, nor permit use of

the premises for nude modeling, rap sessions, or as a so-called rubber goods

shops, or as a sex club of any sort, or as a "massage parlor." Tenant agrees

further that Tenant will not permit any of these uses by any sublessee or

assignee of the premises. This Article shall directly bind any successors in

interest to the Tenant. Tenant agrees that if at any time Tenant violates any of

the provisions of this Article, such violation shall be deemed a breach of a

substantial obligation of the terms of this lease and objectionable conduct.

Pornographic material is defined for purposes of this Article as any written or

pictorial manner with prurient appeal or any objects of instrument that are

primarily concerned with lewd or prurient sexual activity. Obscene material is

defined here as it is in Penal law Section 235.00.

**ESTOPPEL CERTIFICATE**:

38. Tenant, at any time, and from time to time, upon at least 10 days

prior notice by Owner, shall execute, acknowledge and deliver to Owner, and/or

to any other person, firm or corporation specified by Owner, 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 and effect as

modified and stating the modifications), stating the dates which the rent and additional rent have been paid, and stating whether or not there exists any defaults by Owner under this lease, and, if so, specifying each such default.

**SUCCESSORS AND ASSIGNS**:

39. The covenants, conditions and agreements contained in this lease

shall bind and inure to the benefit of Owner and Tenant and their respective

heirs, distributees, executors, administrators, successors, and except as

otherwise provided in this lease, their assigns. Tenant shall look only to

Owner's estate and interest in the land and building for the satisfaction of

Tenant's remedies for the collection of a judgment (or other judicial process)

against Owner in the event of any default by Owner hereunder, and no other

property or assets of such Owner (or any partner, member, officer or director

thereof, disclosed or undisclosed), 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 Owner and Tenant hereunder, or Tenant's use and occupancy of the demised premises.

**TERM, RENT**:

40. A. Supplementing the preface of this Lease, the term of this Lease shall be for a term to commence on {{ lease\_commencement\_date }} (the “Commencement Date”), and to end on {{ expiration\_year }}(the “Termination Date”), or until such term shall sooner cease and terminate as hereinafter provided. Tenant shall deliver a sum equal to the first month of rent of {{ initial\_rental\_amount\_formatted }} on the signing of the Lease by check payable to the direct order of Owner. The term “lease year” when used in this Lease shall mean the twelve months commencing on the first day of the month in which occurs the Commencement Date, and each subsequent period of twelve months.

B. Supplementing the preface of this Lease, Tenant shall pay Owner fixed annual rent (sometimes hereinafter referred to as “Fixed Annual Rent” or “fixed annual rent” or “fixed rent”) at the following rates:

{{rent\_schedule\_text}}

The term “lease year” shall mean the twelve months commencing on the first day of the month in which occurs the Commencement Date, and each subsequent period of twelve months.

{%p if rent\_concession > 0 %}

B-2. If and so long as Tenant is not in default beyond the expiration of any applicable notice and cure period under any of the terms, covenants and conditions of this Lease, Tenant shall pay one-half (1/2) of the fixed monthly installment of fixed rent due hereunder for each of the first {{ (rent\_concession\_words ) }} ({{ rent\_concession }}) months of the term of this Lease. In furtherance of the foregoing, Tenant shall be given a credit for the balance of the fixed monthly installment of fixed rent due hereunder in each such month. Tenant shall nevertheless be obligated, from and after the Commencement Date, to pay all Additional Rent hereunder and to pay for all utilities utilized in or furnished to the Demised Premises, to the extent that Tenant is responsible for the payment of such utilities pursuant to the terms of this Lease.

B-3. Anything contained herein to the contrary notwithstanding, if Tenant, at any time during the term of this Lease after Tenant has been granted all or a portion of the rent credit described in section B-2, breaches any covenant, condition or provision of this Lease, in addition to all other damages and remedies herein provided and to which Owner may otherwise be entitled, Owner shall also be entitled to the repayment of the unamortized portion [determined on a straight line basis] of any rent credit theretofore enjoyed by Tenant which sum shall be deemed additional rent hereunder and shall be due upon demand by Owner. The obligation of Tenant to pay such Additional Rent [or damages) to Owner shall survive the expiration or sooner termination of the term of this Lease.

{%p endif %}

C. Tenant, at its own cost and expense, shall promptly comply with all laws, orders, ordinances and rules and regulations of each and every Department and Bureau of the City and State of New York and of the United States of America, and any other lawful authority having or asserting jurisdiction in the Premises, including without limitation, the Americans with Disabilities Act of 1990 and similar present or future laws, and regulations issued pursuant thereto. Tenant shall reimburse the Owner for any expense incurred on account of the failure of the Tenant to comply with any of such requirements.

D. Whenever Tenant shall submit to Owner any plan, agreement or other document for Owner’s consent or approval, Tenant agrees to pay Owner, as additional rent, on demand, the actual out-of-pocket costs and expenses incurred by Owner for review of same, including the services of any architect, engineer, attorney or consultant employed by Owner to review said plan, agreement or document.

E. Owner shall not be responsible for providing any utility service to the Premises nor for providing meters, submeters or other devices for the measurement of utilities supplied to the Premises, and Tenant shall arrange for the furnishing to the Premises of such utility services as it may require, as well as for the installation of all such meters, submeters or other devices. Tenant shall be solely responsible for and shall promptly pay, to Owner or the utility company, as applicable, as and when the same become due and payable, all charges for water, sewer, electricity, gas, telephone, cable service, internet service, steam, and any other utility or other communication device used or consumed in the Premises and supplied by a public utility or public authority or any other person, firm, or entity supplying same. Tenant shall be responsible for the heating of any water at the Premises and Owner shall have no responsibility in any way to be responsible for the heating of water. If Owner has designated any person or persons to provide one or more utility services to the Real Property, Tenant shall use the designated person(s) to obtain the applicable utility services.

F. Tenant shall not perform or permit to be performed any act which may subject Owner, its partners, members, managers, shareholders, officers, directors and principals or Owner’s managing agent, if any, to any liability. Tenant shall, to the extent not caused by the negligence or willful misconduct of Owner or its contractors or agents, indemnify, defend and hold harmless Owner and Owner’s managing agent, if any, from and against all (a) claims arising from any act or omission of Tenant, its subtenants, contractors, agents, employees, invitees or visitors, (b) claims arising from any accident, injury or damage to any person or property in the Premises or any adjacent walkway during the Term or when Tenant is in possession of the Premises, and (c) Tenant’s failure to comply with Tenant’s obligations under this lease (whether or not a Default), and all liabilities, damages, losses, fines, violations, costs and expenses (including reasonable attorneys’ fees and disbursements) incurred in connection with any such claim or failure.

1. Tenant shall pay to Owner, as additional rent, tax escalation in accordance with this Article:
2. For the purpose of this Article, the following definitions shall apply:
   * 1. The term "Tax Base Factor" shall mean the real estate taxes for the period beginning {{tax\_year}} to June 30, {{tax\_year\_next}}.
     2. The term "The Percentage", for purposes of computing tax escalation, shall be deemed to mean {{tenant\_share\_words}}({{tenant\_share }}%) percent.
     3. The term "the building project" shall mean all of the land and the Building and improvements located thereon, known as {{ building\_c\_address }}
     4. The term’ ’comparative year” shall mean the tax year following the year commencing {{tax\_year}} to June 30, {{(tax\_year\_next)}}, and each subsequent period of twelve (12) months.
     5. The term "real estate taxes” shall moan the total of all taxes and special or other assessments levied, assessed or imposed at any time by any governmental authority upon or against the building project, and also any tax or assessment levied, assessed or imposed at any time by any governmental authority in connection with the receipt of income or rents from said building project to the extent that same shall be in lieu of all or a portion of any of the aforesaid taxes or assessments, or additions or increases thereof, upon or against said Building Project. If, due to a future change in the method of taxation or in the taxing authority, or for any other reason, a franchise, income, transit, profit or other tax or governmental imposition, however, designated, shall be levied against Owner in substitution in whole or in part for the real estate taxes, or in lieu of additions to or increases of said real estate taxes, then such franchise, income, transit, profit or other tax or governmental imposition shall be deemed to be included within the definition of "real estate taxes” for the purposes hereof. As to special assessments which are payable over a period of time extending beyond the term of this Lease, only a pro rata portion thereof, covering the portion of the term of this Lease unexpired at the time of the imposition of such assessment, shall be included in "real estate taxes”. Notwithstanding the foregoing, the term "real estate taxes" shall not include the benefit of: 1) any residential J 51 exemption/abatement benefits; 2) senior citizen rent increase exemption benefits (SCRIE); 3) 421(a) benefits; or 4) any other exemption/abatement benefits that reduce the real estate taxes that are due and payable.
        + 1. In the event that the real estate taxes payable for any comparative year shall exceed the Tax Base Factor, Tenant shall pay to Owner, as additional rent for such comparative year, an amount equal to The Percentage of the excess ("Tax Payment"). Before or after the start of each comparative year, Owner shall furnish to Tenant a statement of the real estate taxes payable for such comparative year. If the real estate taxes payable for such comparative year exceed the Tax Base Factor, additional rent for such comparative year, in an amount equal to The Percentage of the excess, shall be due from Tenant to Owner, and shall be payable by Tenant to Owner, within 10 days after Owner's furnishing the aforesaid statement to Tenant.
   1. Notwithstanding anything stated hereinabove, Owner, in its sole discretion, may, upon written notice to Tenant, institute a payment plan whereby Tenant's Tax Payment with respect to any comparative year, shall be payable to Owner in advance, in equal monthly installments payable on the first day of each month, in amounts to be determined by Owner.
   2. If the installments payable with respect to any comparative year shall be less than the Tax Payment for that comparative year, Tenant shall pay Owner, as additional rent, the difference between the Tax Payment for that comparative year and the aggregate amount paid by Tenant on account of the Tax Payment for that comparative year within ten (10) days after Owner renders a bill with respect thereto. If the installments payable with respect to any comparative year shall exceed the Tax Payment for any comparative year, Owner shall be entitled to set off such excess, prorated over the next six (6) monthly installments.
   3. The benefit of any discount for any early payment or prepayment of real estate taxes shall accrue solely to the benefit of Owner, and such benefits shall not be subtracted from the real estate taxes payable for any comparative year.
      1. If, prior to the payment of taxes for any comparative year, Owner shall have obtained a reduction of that comparative year's assessed valuation of the building project, and therefore of said taxes, then the term "real estate taxes” for that comparative year shall be deemed to include the amount of Owner’s expenses in obtaining such reduction in assessed valuation, including attorneys' and appraisers' fees.
      2. If the real estate taxes payable for the period(s) upon which the Tax Base Factor is based are reduced, the additional rent theretofore paid or payable hereunder for all comparative years shall be recomputed on the basis of such reduction, and Tenant shall pay to Owner as additional rent, within ten (10) days after being billed therefor, any deficiency between the amount of such additional rent as theretofore computed and the amount thereof due as the result of such recomputations. Should the real estate taxes payable for such a year be increased by final determination of legal proceedings, settlement or otherwise, then appropriate recomputation and adjustment also shall be made.
      3. The statements of the real estate taxes to be furnished by Owner as provided above shall constitute a final determination as between Owner and Tenant of the real estate taxes for the periods represented thereby, unless Tenant within thirty (30) days after they are furnished shall in writing challenge their accuracy or their appropriateness. If Tenant shall dispute said statements, then, pending the resolution of such dispute, Tenant shall pay the additional rent to Owner in accordance with the statements furnished by Owner.
      4. In no event shall the fixed annual rent under this Lease (exclusive of the additional rents under this Article) be reduced by virtue of this Article.
      5. If the commencement date of this Lease occurs on a day which is not the first day of a comparative year, then the additional rent due hereunder for such comparative year shall be a proportionate share of said additional rent for the entire comparative year, said proportionate share to be based upon the length of time that the term of this Lease will be in existence during such comparative year. Upon the date of any expiration or termination of this Lease (except termination because of Tenant's default) whether the same be the date hereinbefore set forth for the expiration of the term or any prior or subsequent date, a proportionate share of said additional rent for the comparative year during which such expiration or termination occurs shall immediately become due and payable by Tenant to Owner, if it was not theretofore already billed and paid. The said proportionate share shall be based upon the length of time that this Lease shall have been in existence during such comparative year. Owner shall promptly cause statements of said additional rent for that comparative year to be prepared and furnished to Tenant. Owner and Tenant shall thereupon make appropriate adjustments of amounts then owing.
      6. Owner's and Tenant's obligations to make the adjustments referred to in subdivision
      7. above shall survive any expiration or termination of this Lease.
      8. Any delay or failure of Owner in billing any tax escalation hereinabove provided shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay such tax escalation hereunder.
   4. During the term of this Lease, Tenant shall pay, as additional rent, The Percentage of the charges for Business Improvement District (BID) and The Percentage of any Special Assessment District charge. Tenant shall pay said amount as additional rent within ten (10) days after rendition of bills by Owner. Owner shall have the same rights and remedies for non-payment of said additional rent as if same were non-payment of rent under this Lease.

**OWNER**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TENANT**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_