Agreement of Lease, made as of the day of______in the year______, between party of the first part, hereinafter referred to as OWNER, and party of the second part, hereinafter referred to as TENANT, in the Borough of______, City of New York, for the term of______ (or until such term shall sooner cease and expire as hereinafter provided) to commence on the day of______, in the year______, and to end on the day of______, in the year______, and both dates inclusive, at the annual rental rate of

which Tenant agrees to pay in lawful money of the United States, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments 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 setoff or deduction whatsoever, except that Tenant shall pay the first monthly installment(s) on the execution hereof (unless this lease be a renewal).

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of rent to Owner pursuant to the terms of another lease with Owner or with Owner’s predecessor in interest, Owner may at Owner’s option and without notice to Tenant add the amount of such arrears to any monthly installment of rent payable hereunder and the same shall be payable to Owner as additional rent.

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

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. Owner shall, before making 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, or results thereof to Owner, and will cause to be made and furnished to Owner title to, or to prevent Owner’s removal of, trade fixtures, moveable property therein, violated any such laws, ordinances, orders, rules, regulations or requirements of the New York Board of Fire Underwriters, boards and any direction of any public officer pursuant to law, and all such further 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, 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, whether or not arising out of Tenant’s use or manner of use thereof, (including Tenant’s permitted use) or, with respect to the building or building systems and equipment therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant may, after securing Owner to Owner’s satisfaction against all damages, interest, penalties and expenses, including, but not limited to, reasonable attorney’s fees, by cash deposit or by surety bond in an amount and in a company satisfactory to Owner, contest and appeal any such laws, ordinances, orders, rules, regulations or

equipment. Tenant shall promptly make, at Tenant’s expense, all repairs in and to the demised premises for which Tenant is responsible, using only the contractor for the trade or trades in question, selected from a list of at least two contractors per trade submitted by Owner. Any other repairs in or to the building or the facilities and systems thereof, for which Tenant is responsible, shall be performed by Owner at the Tenant’s expense. Owner shall maintain in good working order and repair the exterior and the structural portions of the building, including the structural portions of the demised premises, and the public portions of the building interior and the building plumbing, electrical, heating and ventilating systems (to the extent such systems presently exist) serving the demised premises. Tenant agrees to give prompt notice of any defective condition in the demised premises for which Owner may be responsible hereunder. There shall be no allowance or deduction of rent or the demised premises or any other part of the building or the building systems and equipment therein, made by Tenant, at Tenant’s expense, by payment or filing a bond as permitted by law. All fixtures and all paneling, partitions, railings and like installations, installed in the demised premises at any time, either by Tenant or by Owner on Tenant’s behalf, shall, upon installation, become the property of Owner and shall remain upon and be surrendered with the demised premises unless Owner, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this lease, elects to relinquish Owner’s right thereto and to have them removed by Tenant, in which event the same shall be removed from the demised premises by Tenant prior to the expiration of the lease, at Tenant’s expense. Nothing in this article shall be construed to give Tenant’s sole remedy at law in such instance will be by way of an action for damages for breach of contract. The provisions of this Article 4 shall not apply in the case of fire or other casualty, which are dealt with in Article 9 hereof.

Repairs:
4. Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein. Tenant shall be responsible for all damage or injury to the demised premises or any other part of the building and the systems and equipment thereof, whether requiring structural or nonstructural repairs causing business interruption, losses, or damages, costs of business interruption, losses or damages, or improper conduct of Tenant, Tenant’s subtenants, agents, employees, invitees or licensees, or which arise out of any work, labor, service or equipment done for, or supplied to, Tenant or any subtenant, or arising out of the installation, use or operation of the property or equipment of Tenant or any subtenant. Tenant shall also repair all damage to the building and the demised premises caused by the moving of Tenant’s fixtures, furniture and
requirements provided same is done with all reasonable promptness and proper care.  In the event same shall not be done within the time hereby
requirement of Owner to produce all pertinent records and papers that
result in or to the demised premises which is contrary to law, or which will
interests, including insurance and any other provision, may be impaired or
rider to be added if necessary

Rider to be added if necessary
of the building, and during the last six months of the term, for the purpose of making any repairs in the building or any such alterations, additions and
enclosures or covered, not within the property line of the building, which Tenant may be permitted to enter the same whenever such entry may be necessary or permissible of the rent hereby reserved and/or covenanted to be paid, in computing such liquidated damages there shall be added to the said deficiencies or such expenditures or other payments as may incur in connection with re-letting, such as legal expenses, reasonable and necessary for the purpose of re-letting the demised premises, and the making of such repairs, alterations, additions, enclosures or covered, not within the property line of the building, and during the last six months of the term, for the purpose of making any repairs in the building or any such alterations, additions and
enclosures or covered, not within the property line of the building, which Tenant may be permitted to enter the same whenever such entry may be necessary or permissible
remedies of
Tenant:

18. In case of any such default, re-entry, expiration and/or dissolutions by summary proceedings, it shall not be deemed to have become thereupon and be paid up to the time of such re-entry, dissolutions and/or expiration, no compensation, and such act shall have no effect on this lease or Tenant's obligations hereunder.

19. Tenant shall have the right at any time without notice, perform the obligation of Tenant thereunder. If Owner, in the event of a breach or threatened breach, and in no event shall Tenant be entitled to receive any excess, if any, of the rent collected over the sums payable by Tenant to Owner hereunder. In the event of a breach or threatened breach, Tenant hereby expressly waives all and any rights of redemption granted by or under any present or future law in the event of any being, or in computing such liquidated damages for any cause, or in the event of Owner obtaining possession of the demised premises, by reason of the violation by Tenant of any of the covenants and conditions of this lease, or otherwise.

Costs and Expenses:

20. Owner shall have the right at any time without notice, perform the obligation of Tenant thereunder. If Owner, in the event of a breach or threatened breach, and in no event shall Tenant be entitled to receive any excess, if any, of the rent collected over the sums payable by Tenant to Owner hereunder. In the event of a breach or threatened breach, Tenant hereby expressly waives all and any rights of redemption granted by or under any present or future law in the event of any being, or in computing such liquidated damages for any cause, or in the event of Owner obtaining possession of the demised premises, by reason of the violation by Tenant of any of the covenants and conditions of this lease, or otherwise.

Building Alterations and Management:

21. Neither Owner nor Tenant have made any representations or promises with respect to the physical condition of the land upon which it is erected or the demised premises, the rents, leases, expenses of operation or any other matter or

Remedies of
Owner and
Tenant:

16. (a) Anywhere else 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, if Tenant shall have failed or refused, after five (5) days written notice, to re-enter the demised premises but shall forthwith quit and surrender the demised premises in such condition as is acceptable to Owner, and if the entry of possession of the premises demised hereunder. Tenant shall have the right at any time without notice, perform the obligation of Tenant thereunder. If Owner, in the event of a breach or threatened breach, and in no event shall Tenant be entitled to receive any excess, if any, of the rent collected over the sums payable by Tenant to Owner hereunder. In the event of a breach or threatened breach, Tenant hereby expressly waives all and any rights of redemption granted by or under any present or future law in the event of any being, or in computing such liquidated damages for any cause, or in the event of Owner obtaining possession of the demised premises, by reason of the violation by Tenant of any of the covenants and conditions of this lease, or otherwise.

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 hereunder, then all the amounts or any part of such amounts so paid or incurred, with interest and costs. The foregoing expenses incurred by Owner may re-let the demised premises or any part or parts thereof, either

21. Neither Owner nor Tenant have made any representations or promises with respect to the physical condition of the land upon which it is erected or the demised premises, the rents, leases, expenses of operation or any other matter or

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 to the contrary notwithstanding. Owner makes no representation as to the location of the property line of the building. All vaults and vault space and all such areas not within the property line of the building, which Tenant may be permitted to use and/or occupy, is to be used and/or occupied under a revocable license, and if any such license be revoked, or if the amount of such space or area be diminished or required by any federal, state or municipal authority or public utility, Owner shall not be subject to any liability, nor shall Tenant be entitled to any compensation or diminution or abatement of rent thereof, or any compensation, and such act shall have no effect on this lease or Tenant's obligations hereunder.
including a counterclaim under Article 4, except for statutory mandatory remedy. It is further mutually agreed that in the event Owner commences action proceeding or counterclaim brought by either of the parties hereto operate as a termination of the lease or a surrender of the demised premises.

End of Term:

22. 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 and damages which Tenant is not required to repair as provided elsewhere in this lease. Tenant shall remove all personal property and all fixtures placed in the premises by Tenant, and the delivery of keys to any such agent or employee shall not be deemed an acceptance of a surrender of the demised premises, and any endorsement or certified mail (express mail, if available), receipt return requested, or by courier guaranteeing overnight delivery and furnishing a receipt in evidence thereof, addressed as the address at the address hereto below set forth except that after the date specified as the commencement of the term of this lease, Tenant shall deliver notice to the contrary, shall be the building, and shall be deemed to have been given, rendered or made on the date delivered, if delivered by a person personally, (b) on the date delivered, if delivered by overnight courier or (c) on the date which is two (2) days after being mailed. Either party may, by notice prescribed in this lease, designated to the other party specifically, shall be deemed and construed without further agreement between the parties

Quiet:

23. Owner covenants and agrees with Tenant that upon paying the rent and additional rental, if any, as herein provided, Tenant has the right to quiet, undisturbed possession of the building(s) and premises of Owner. Tenant has the right to quiet, undisturbed possession of any part of the building(s) and premises of Owner which Tenant is not required to repair as provided in this lease.

Failure to Give Possession:

24. If Owner is unable to give possession of the demised premises on the date of commencement of the term hereof because of the earliest stipulated rent, nor shall any endorsement or certification of said rent being made other than on said date and the validity of the lease shall not be sufficient to make the demised premises ready for occupancy, nor shall any endorsement or certification of said rent being made other than on said date and the validity of the lease shall not be deemed to be in good order and condition, ordinary wear and damages. If, however, said premises are to be deemed an acceptance of a surrender of the demised premises, and any agreement to accept such surrender shall be invalid unless in writing signed by Owner. No employee of Owner or Owner’s agent shall have any authority to accept any such surrender.

Waiver of Condition:

25. The failure of Owner to seek redress for the violation of any covenant, condition, or provision of this lease, or of any of the Rules and Regulations in any manner whatsoever, by Tenant, or by any employee or agent of Tenant, including but not limited to, Article 31 hereof, and to the ground leases, underlying leases and other leases hereafter entered into and in force.

Services:

29. As long as Tenant is not in default under any of the covenants of this lease beyond the application of the applicable grace period provided in this lease for the cure of defaults of such kind. Owners of leases of land and/or buildings shall be the building, the said Owner shall be, and hereby is, entirely freed and discharged from all liability to the said lessee of the building, of the said land and building, or of their successors in interest, or between the parties and the purchaser, at the said sale, or the said lessee of the building, or of the land and building, or of said land and building, or of the land, building, and the said Owner is able to deliver possession in the premises when and as required by law, on business days from 8 a.m. to 6 p.m., and have 24 hours’ notice to vacate the premises, and no other person shall be deemed to be in good order and condition, ordinary wear and damages.

Rider to be added if necessary.
In Witness Whereof, Owner and Tenant have respectively signed and sealed this lease as of the day and year first above written.

Witness for Owner:

Witness for Tenant:

ACKNOWLEDGEMENT

STATE OF NEW YORK,

COUNTY OF

On the ___________ day of ___________, in the year ___________, before me, the undersigned, a Notary Public in and for State, personally appeared ___________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC