

ADDENDA 'A' ATTACHED TO AND FORMING PART & PARCEL
OF LEASE DATED APRIL 25, 1977 BETWEEN MURRIMAC
REALTY COMPANY, INC., AGENTS, LANDLORD, AND
BETTY LEE AND EILEEN LYNCH, TENANTS, FOR PREMISES
SEVENTH FLOOR AT 110 WEST 26th STREET, NEW YORK,
NEW YORK.

38. Tenant agrees to pay as additional rent one-eight (1/8th) of the increase in the amount of real estate taxes above those assessed for the year 1974/75 for the land and building of which the demised premises are a part, which may be levied, assessed or imposed on the said property in any and every year during the term of this Lease, by any taxing authority or authorities having jurisdiction. Such amount shall be due and payable by Tenant to Landlord on the first day of the month following the ascertainment of such increase, or at the option of the Landlord, on the first day of any succeeding month. A Xerox copy of the paid tax bill shall be sufficient evidence of the amount of taxes and for calculation of the amount to be paid by Tenant.

39. Tenant shall have the right to sublet the demised premises or assign the within Lease with the Landlord's consent, which permission shall not be unreasonably withheld.

40. Tenant shall, at its own cost and expense, make all repairs and replacements necessary to maintain the demised premises in tenantable condition and necessary to avoid any structural damage or injury to the building in which the demised premises are situated. Except for maintenance and repair of the building furnace, Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the demised premises, and Tenant hereby assumes full and sole responsibility for the condition, operation, repair, replacement, maintenance, and management of the demised premises and all systems and utilities serving the same.

41. The security in the sum of Nine Hundred and Fifty and 00/100 (\$950.00) is a security which was transferred from Gary Soszynski, Betty Lee & Robert Bedrossian under lease for the same floor for period January 15, 1975 to January 31, 1980, which lease was cancelled as of April 30, 1977.

42. Fixtures installed by the Tenant are to remain his property, and the Tenant has the right to turn them over to any subsequent sub-Tenant.

43. In order to avoid delay, this Lease has been prepared and submitted to the Tenant for signature with the understanding that it shall not bind the Landlord unless and until it is executed and delivered by the Landlord.

44. The Tenant, together with the other tenants in the building, shall have the use of the elevator service at all times while it is in good operating condition.

45. Landlord will make all necessary roof repairs.

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1

STANDARD FORM OF LOFT LEASE
The Real Estate Board of New York, Inc.

Agreement of Lease, made as of this 25th day of April 19 77 , by
MURRIMAC REALTY CO., INC., AGENTS

party of the first part, hereinafter referred to as LANDLORD, and
BETTY LEE and EILEEN LYNCH

party of the second part, hereinafter referred to as TENANT.
Witnesseth: Landlord hereby leases to Tenant and Tenant hereby hires from Landlord

7th floor

in the building known as 110 West 26th Street,
in the Borough of Manhattan, City of New York, for the term of five (5) years
(or until such term shall sooner cease and expire as hereinafter provided) to commence on
1st day of May nineteen hundred and seventy-seven, and to end on
30th day of April nineteen hundred and eighty-two
both dates inclusive, at an annual rental rate of SIXTY-THREE HUNDRED and 00/100 (\$6,300.00) DOLLARS

MONTHLY RENTAL: \$525.00

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during term, at the office of Landlord or such other place as Landlord 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).

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 Landlord pursuant to the terms of another lease with Landlord or with Landlord's predecessor in interest, Landlord may at Landlord's option and without notice add the amount of such arrearages to any monthly installment of rent payable hereunder and the same shall be payable to Landlord 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 demised premises for **artist studio**

and for no other purpose

Alterations: 3. Tenant shall make no changes in or to the demised premises of any nature without Landlord's prior written consent. Subject to the prior written consent of Landlord, 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 by Landlord. All fixtures and all paneling, partitions, railings and like installations, installed in the premises at any time, either by Tenant or by Landlord in Tenant's behalf, shall, upon installation, become the property of Landlord and shall remain upon and be surrendered with the demised premises unless Landlord, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this lease, elects to relinquish Landlord's right thereto and to have them removed by Tenant, in which event, the same shall be removed from the premises by Tenant prior to the expiration of the lease, at Tenant's expense. Nothing in this article shall be construed to give Landlord title to or to prevent Tenant's removal of trade fixtures, moveable office furniture and equipment, but upon removal of any such from the premises or upon removal of other installations as may be required by Landlord, Tenant shall immediately and at its expense, repair and restore the premises to the condition existing prior to installation and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed by Tenant at the end of the term remaining in the premises after Tenant's removal shall be deemed abandoned and may, at the election of Landlord, either be retained as Landlord's property or may be removed from the premises by Landlord at Tenant's expense. Tenant 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 Landlord 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 Landlord may require. 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 been done for, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within ten days thereafter, at Tenant's expense, by filing the bond required by law.

Repairs: 4. Landlord shall maintain and repair the public portions of the building, both exterior and interior. Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein and at Tenant's 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 or other

casualty, excepted. Notwithstanding the foregoing, all damage or injury to the demised premises or to any other part of the building, or to its fixtures, equipment and appurtenances, whether requiring structural or structural repairs, caused by or resulting from carelessness, omission, neglect or improper conduct of Tenant, Tenant's servants, employees, invitees or licensees, shall be repaired promptly by Tenant at its sole cost and expense, to the satisfaction of Landlord reasonably exercised. Tenant shall also repair all damage to the building and the demised premises caused by the moving of Tenant's fixtures, furniture or equipment. All the afore repairs shall be of quality or class equal to the original work or construction. If Tenant fails after ten days notice to proceed with due diligence to make repairs required to be made by Tenant, the same may be made by Landlord at the expense of Tenant and the expenses thereof incurred by Landlord shall be collectible as additional rent after rendition of bill or statement therefor. 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 Landlord. Tenant shall give Landlord prompt notice of any defective condition in plumbing, heating system or electrical lines located in, servicing, passing through the demised premises and following such notice, Landlord shall remedy the condition with due diligence but at the expense of Tenant if repairs are necessitated by damage or injury attributable to Tenant, Tenant's servants, agents, employees, invitees or licensees aforesaid. Except as specifically provided in Article 9 or elsewhere in this lease, there shall be no allowance to the Tenant for a diminution of rental value and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to business arising from Landlord, Tenant or of making or failing to make any repairs, alterations, additions or improvements in or to any portion of the building or the demised premises or to the fixtures, appurtenances or equipment thereof. The provisions of this Article 4 with respect to the making of repairs shall not apply in the case of fire or other casualty which are dealt with in Article 9 hereof.

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 Labor Law of the State of New York or any other applicable law or 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, Floor Loads: 6. Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant, at Tenant's sole cost and expense, shall promptly conform 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

ACKNOWLEDGMENTS

CORPORATE LANDLORD
STATE OF NEW YORK, } ss.:
County of

On this day of , 19 , before me personally came to me known, who being by me duly sworn, did depose and say that he resides in ; that he is the of the corporation described in and which executed the foregoing instrument, as LANDLORD; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

INDIVIDUAL LANDLORD
STATE OF NEW YORK, } ss.:
County of

On this day of , 19 , before me personally came , to me known and known to me to be the individual described in and who, as LANDLORD, executed the foregoing instrument and acknowledged to me that he executed the same.

CORPORATE TENANT
STATE OF NEW YORK, } ss.:
County of

On this day of , 19 , before me personally came to me known, who being by me duly sworn, did depose and say that he resides in ; that he is the of the corporation described in and which executed the foregoing instrument, as TENANT; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

INDIVIDUAL TENANT
STATE OF NEW YORK, } ss.:
County of

On this day of , 19 , before me personally came , to me known and known to me to be the individual described in and who, as TENANT, executed the foregoing instrument and acknowledged to me that he executed the same.

IMPORTANT — PLEASE READ

RULES AND REGULATIONS ATTACHED TO AND
MADE A PART OF THIS LEASE
IN ACCORDANCE WITH ARTICLE 35.

1. The sidewalks, entrances, driveways, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by any Tenant or used for any purpose other than for ingress to and egress from the demised premises and for delivery of merchandise and equipment in a prompt and efficient manner using elevators and passageways designated for such delivery by Landlord. There shall not be used in any space, or in the public hall of the building, either by any Tenant or by jobbers or others in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and sideguards. If said premises are situated on the ground floor of the building Tenant thereof shall further, at Tenant's expense, keep the sidewalks and curb in front of said premises clean and free from ice, snow, dirt and rubbish.
2. The water and wash closets and plumbing fixtures shall not be used for any purposes other than those for which they were designed or constructed and no sweepings, rubbish, rags, acids or other substances shall be deposited therein, and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the tenant who, or whose clerks, agents, employees or visitors, shall have caused it.
3. No carpet, rug or other article shall be hung or shaken out of any window of the building; and no Tenant shall sweep or throw or permit to be swept or thrown from the demised premises any dirt or other substances into any of the corridors or halls, elevators, or out of the doors or windows or stairways of the building, and Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the demised premises, or permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the building by reason of noise, odors and/or vibrations, or interfere in any way with other Tenants or those having business therein, nor shall any animals or birds be kept in or about the building. Smoking or carrying lighted cigars or cigarettes in the elevators of the building is prohibited.
4. No awnings or other projections shall be attached to the outside walls of the building without the prior written consent of Landlord.
5. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Tenant on any part of the outside of the demised premises or the building or on the inside of the demised premises if the same is visible from the outside of the premises without the prior written consent of Landlord, except that the name of Tenant may appear on the entrance door of the premises. In the event of the violation of the foregoing by any Tenant, Landlord may remove same without any liability, and may charge the expense incurred by such removal to Tenant or Tenants violating this rule. Interior signs on doors and directory tablet

- shall be inscribed, painted or affixed for each Tenant by Landlord at the expense of such Tenant, and shall be of a size, color and style acceptable to Landlord.
6. No Tenant shall mark, paint, drill into, or in any way deface any part of the demised premises or the building of which they form a part. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Landlord, and as Landlord may direct. No Tenant shall lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and, if linoleum or other similar floor covering is desired to be used an interlining of builder's deadening felt shall be first affixed to the floor by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.
7. No additional locks or bolts of any kind shall be placed upon any of the door or windows by any Tenant, nor shall any changes be made in existing locks or mechanism thereof. Each Tenant must, upon the termination of his Tenancy, restore to Landlord all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, such Tenant, and in the event of the loss of any keys, so furnished, such Tenant shall pay to Landlord the cost thereof.
8. Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the premises only on the freight elevators and through the service entrances and corridors, and only during hours and in a manner approved by Landlord. Landlord reserves the right to inspect all freight to be brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations or the lease of which these Rules and Regulations are a part.
9. No Tenant shall obtain for use upon the demised premises ice, drinking water towel and other similar services, or accept barbering or bootblackening services in the demised premises, except from persons authorized by Landlord, and at hour and under regulations fixed by Landlord. Canvassing, soliciting and peddling in the building is prohibited and each Tenant shall co-operate to prevent the same.
10. Landlord reserves the right to exclude from the building between the hours of 6 P.M. and 8 A.M. and at all hours on Sundays, and legal holidays all person who do not present a pass to the building signed by Landlord. Landlord will furnish passes to persons for whom any Tenant requests same in writing. Each Tenant shall be responsible for all persons for whom he requests such pass and shall be liable to Landlord for all acts of such persons.
11. Landlord shall have the right to prohibit any advertising by any Tenant which in Landlord's opinion, tends to impair the reputation of the building or its desirability as a building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.
12. Tenant shall not bring or permit to be brought or kept in or on the demised premises, any inflammable, combustible or explosive fluid, material, chemical or substance, or cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors to permeate in or emanate from the demised premises

Address 110 West 26th Street, N.Y.C.
Premises Seventh Floor
MURRIMAC REALTY CO., INC., AGENTS
TO
BETTY LEE & EILEEN LYNCH

STANDARD FORM OF

Lease

The Real Estate Board of New York, Inc.
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Dated April 25, 1977.
Rent per Year \$6,300.00

Rent per Month \$525.00

Term 5 Yrs.
From 5/1/77
To 4/30/82

Drawn by Checked by
Entered by Approved by

MURRIMAC REALTY COMPANY
395 Broadway
New York, N. Y. 10013

have been completed. And Landlord shall have no responsibility or liability for failure to supply heat, elevator, plumbing and electric service, during said period or when prevented from so doing by strikes, accidents or by any cause beyond Landlord's control, or by laws, orders or regulations of any Federal, State or Municipal Authority, or failure of coal, oil or other suitable fuel supply, or inability by exercise of reasonable diligence to obtain coal, oil or other suitable fuel. If the building of which the demised premises are a part supplies manually operated elevator service, Landlord may proceed with alterations necessary to substitute automatic control elevator service upon ten (10) day written notice to Tenant without in any way affecting the obligations of Tenant hereunder, provided that the same shall be done with the minimum amount of inconvenience to Tenant, and Landlord pursues with due diligence the completion of the alterations.

*See Clause #41

* Security 31. Tenant has deposited with Landlord the sum of \$ 950.00 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, Landlord 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 Landlord 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 letting of the premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Landlord. 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 Landlord. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part, Landlord shall have the right to transfer the security to the vendee or lessee and Landlord shall thereupon be released by Tenant from all liability for the return of such security; and Tenant agrees to look to the new Landlord 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 Landlord. 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 Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

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 "Landlord" 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 a lease of said building, or building or of said lease, or in the event of a lease of said building, or of the land and building, the said Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder, and it shall be deemed an construed without further agree-

ment between the parties or their successors in interest, or between parties and the purchaser, at any such sale, or the said lessee or building, or of the land and building, that the purchaser or the lessor of the building has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder. The words "re-enter" and "entry" as used in this lease are not restricted to their technical meaning. The term "business days" as used in this lease shall exclude Saturdays (except such portion thereof as is covered by specific holiday Article 30 hereof), Sundays and all days observed by the State or local Government as legal holidays.

Adjacent 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 may deem necessary to preserve the wall or the building of which the demised premises form a part from injury or damage and to support the same proper foundations without any claim for damages or indemnity against Landlord, or diminution or abatement of rent.

Rules and Regulations: 35. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and conform strictly with, the Rules and Regulations and such other rules and further reasonable Rules and Regulations as Landlord or Landlord's agents may from time to time adopt. Notice of any additional rule regulations shall be given in such manner as Landlord may elect. In case of any dispute as to the reasonableness of any additional Rule or Regulation here made or adopted by Landlord or Landlord's agents, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation to the New York office of the American Arbitration Association, whose determination shall be final and conclusive upon the parties hereto. Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing upon Landlord within ten (10) days after the giving of notice thereof. Nothing in this lease contained shall be construed to impose upon Landlord any duty or obligation to enforce Rules and Regulations or terms, covenants or conditions in any other lease as against any other tenant and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

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

and assigns: 37. All covenants, conditions and obligations herein contained shall bind Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns.

ADDENDA "A" ATTACHED TO AND FORMING PART & PARCEL OF WITHIN LEASE.

In Witness Whereof, Landlord and Tenant have respectively signed and sealed this lease as of the day and first above written.

Witness for Landlord:

Witness for Tenant:

MURRIMAC REALTY CO., INC., AGENTS

BY:

BETTY LEE

EILEEN LYNCH

BY:

BY:

[L. S.]

110 W 26 St
Office - Loft - Store - New Lease - Renewal - Other -

New York

4/22/75 19

The undersigned hereby authorizes

MURRIMAC REALTY COMPANY

to submit the following applications for lease to the Landlord of the Building

located at

Remnant from 110 West 26th St. NY

Tenant

Betty Lee. & Ellen Lynch.

Home Address

TEL.

Business Address

TEL.

Incorporated under Laws of State of

OFFICERS or PARTNERS:

Name	Title	Residence
Name	Title	Residence
Name	Title	Residence

Space

7 th fl

Term

Commence

Expire

Terms: From

To

Rental per Mo. \$ 5.25

Per Year \$ 63.00

From

To

Rental per Mo. \$

Per Year \$

Purpose or Use

Artist's P.

Sprinkler

Water

Security

Possession

Deposit \$

Taken subject to the Landlord's Approval.

RECEIPT for PAYMENT

Received of

\$ CASH () CHECK () as payment on rental of

Premises: subject to conditions and agreements in the "Application to Lease".

1/8 - 1/2 - 74/75

MURRIMAC REALTY COMPANY
395 Broadway, New York
DIgby 9-2935-6-7

Date

Renting Manager

38, 39, 40

REFERENCES:

Present Agent or Landlord _____ Address _____
Business _____ Address _____
Business _____ Address _____
Bank _____ Address _____
Bank _____ Address _____

REMARKS:

Betty Lu - Free lance.

Calvin Lynch Many - Proving Air
1375 Knox Way.
Thru.
3 - or 4 years.
designer.

Send leases when executed to:

References and applicant must be satisfactory to the Landlord or lease will not be consummated.

The Landlord will not be bound and possession will not be given unless and until leases executed by the Landlord shall have been mailed or delivered to the applicant.

MURRIMAC REALTY COMPANY and/or any party connected with its business organization shall in no event be liable as respects any matter concerning this application or concerning any act of the Landlord or failure to act on the part of the Landlord in connection with this application or in connection with any lease or leases contemplated herein.

Date _____

Applicant for Lease

Approved _____

~~41. 27. 40 980 0 6. 1) 29. 11~~
~~7. 11. 40 980 0 6. 1) 29. 11~~
~~Jan 15, 75 Jan 31, 80 1/2 at 5 1/2~~
~~at 1430, 77x~~
42. future
43. ()