

**Amendment to Extension of Lease Agreement, Dated November 2009 Between  
Claude Simon as Landlord/Proprietary Lessee and Insight Capitalist Management  
LLC as Assignee of Lease Agreement dated March 1, 2008.**

WHEREAS Claude Simon as Landlord and Proprietary Lessee ("Landlord") and Insight Capitalist Management, LLC as Assignee ("Assignee") entered into an Assignment and Extension of Lease Agreement dated November 2009 for the Sixth (6<sup>th</sup>) Floor at 160 Madison Avenue, New York, New York ("Extension Agreement"); and

WHEREAS the undersigned agree to the modifications to the Extension Agreement as set forth below;

**IT IS THEREFORE AGREED AS FOLLOWS:**

1. The Extension Agreement dated November 2009 is modified to provide that the monthly rent from November 1, 2010 to the end of the term on October 31, 2011 shall be Seven Thousand and Five Hundred Dollars (\$7,500.00) per month.
2. Upon any contract for the transfer of the subject building (by Owner or Landlord), or upon Owner's intention to demolish the subject building, the Landlord has the option to cancel this lease upon the Three (3) Months Notice to Insight Capitalist LLC to be exercised either by the Owner or Landlord, or this option may be exercised by any new Owner, i.e. the transferee in any transfer. If the Notice is given by the Owner or Landlord, it may be given at any time after a contract for the transfer is executed and up until the actual closing, or after the Owner has advised of its intention to demolish the subject building. If the notice is given by the Transferee, in the event that the notice is given as a result of a contract for the transfer, such notice may be given at anytime up until one year after the closing of title to the transferee. In any event, upon the expiration of such Three Month Notice, the term of this lease shall fully expire as if the natural

*Page 1*



termination of the lease.



Dated:

11/18/10

Claude Simon, Landlord and Proprietary Lessee

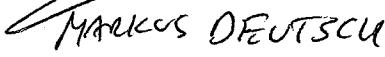


Dated:

11/18/10

Insight Capitalist Management, LLC, Assignee

By:



PAGE 2

**ASSIGNMENT AND EXTENSION OF LEASE AGREEMENT DATED MARCH 1, 2008  
BETWEEN CLAUDE SIMON AS LANDLORD/PROPRIETARY LESSEE AND  
TRIPOLOGY, INC. AS TENANT FOR THE SIXTH (6<sup>TH</sup>) FLOOR PREMISES AT 160  
MADISON AVENUE, NEW YORK, NEW YORK**

WHEREAS Claude Simon as Landlord and Proprietary Lessee ("Landlord") and Tripology, Inc. ("Tenant") entered into a lease dated March 1, 2008 for the Sixth (6<sup>th</sup>) Floor at 160 Madison Avenue, New York, New York, which lease is attached as exhibit A ("Lease"); and

WHEREAS Tenant wishes to assign the Lease to Insight Capitalists Management, LLC ("Assignee"); and

WHEREAS Assignee desires to accept the assignment of the Lease pursuant to this agreement; and

WHEREAS all parties agree to the modifications to the Lease as set forth below;

**IT IS THEREFORE AGREED AS FOLLOWS:**

1. The Lease is hereby assigned to Assignee, and Assignee hereby accepts the assignment of the Lease and assumes responsibility for all obligations of Tenant under the Lease.
2. The monthly rent under the Lease is \$7,000.00 per month from November 1, 2009 to October 31, 2011 and \$9,000 per month from November 1, 2011 to October 31, 2011.
3. Upon execution of this assignment, Assignee will deposit \$14,000.00 as security under ¶32 of the Lease.
4. The Tenant, Tripology, Inc., hereby agrees that its security is being used toward its arrears. In this regard, Tripology, Inc. acknowledges owing \$33,800.00 in arrears, of which security of \$25,350.00 will be applied toward these arrears, leaving a balance of \$8,450.00. This balance will be paid by Tripology, Inc. on the first day of each month commencing November 1, 2009 in the amount of \$1,500.00 per month. Tripology, Inc. agrees it will execute an affidavit of confession of judgment in the form attached as exhibit "A" simultaneous with the execution of

this agreement. In the event Tripology, Inc. defaults under any provision of this paragraph and fails to cure after five (5) days written notice, Landlord may enter a money judgment against Tripology, Inc. for all amounts due under the Lease and this agreement.

5. Paragraph 2 of the rider is hereby omitted, and the security shall be kept in a non-interest-bearing account.

6. Upon execution of this agreement, the Assignee shall provide evidence of the insurance required under the Lease.

7. Paragraph 25 is amended to provide that the Tenant and Assignee covenant, warrant and represent to Landlord that there was no broker, and the exceptions for Kaufman Organization and Williams & Wilson Group are hereby omitted.

8. Paragraph 41 of the rider is hereby omitted.

Dated:

Claude Simon, Landlord and Proprietary Lessee

Dated:

Tripology, Inc., Tenant  
by:

Dated:

Insight Capitalists Management, LLC, Assignee  
by:

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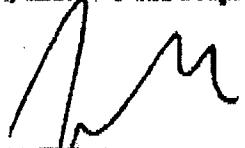
7. Paragraph 25 is amended to provide that the Tenant and Assignee covenant, warrant and represent to Landlord that there was no broker, and the exceptions for Kaufman Organization and Williams & Wilson Group are hereby omitted.

8. Paragraph 41 of the rider is hereby omitted.

  
\_\_\_\_\_  
Claude Simon, Landlord and Proprietary Lessee

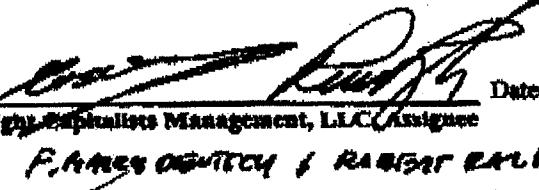
Dated:

11/23/09

  
\_\_\_\_\_  
Tripology, Inc., Tenant  
by: 

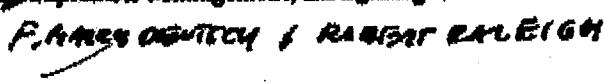
Dated:

11/26/09

  
\_\_\_\_\_  
Insight Specialists Management, LLC, Assignee

Dated:

NOV 15 2009

by: 

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

9/99

Agreement of Lease, made as of this 1st day of March in the year 2008, between

Claude Simon, Landlord/Proprietary Lessee, 160 Madison Avenue, New York, New York  
party of the first part, hereinafter referred to as OWNER, and TRIPOLY, Inc., a Delaware corporation

party of the second part, hereinafter referred to as TENANT,

**Witnesseth:** Owner hereby leases to Tenant and Tenant hereby hires from Owner Entire Sixth (6th) Floor

in the building known as 160 Madison Avenue  
in the Borough of Manhattan, City of New York, for the term of Two (2) years and three (3) months

1st day of March in the year 2008, and to end on the  
31st day of May in the year 2010, and  
both dates inclusive, at an monthly rental rate of \$8,125 for the first year and \$8,450 for the second and three-month portion of the third  
year plus a 3 month security of \$25,350.

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 office space

provided such use is in accordance with the certificate of occupancy for the building, if any, and for no other purpose.

**Alterations:** 3. Tenant shall make no changes in or to the demised premises of any nature without Owner's prior written consent.<sup>1</sup> 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, using contractors or mechanics first approved in each instance by Owner. Tenant shall, at its expense, before making any alterations, additions, installations or improvements obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval therefor, and shall deliver promptly duplicates of all such permits, approvals and certificates to Owner. Tenant agrees to carry, and will cause Tenant's contractors and sub-contractors to carry, such worker's compensation, general liability, personal and property damage insurance as Owner may reasonably 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 forty-five (45) days thereafter, 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,<sup>1,1</sup> shall become the property of Owner and shall remain upon and be surrendered with the demised premises.<sup>1,1</sup> Owner, in consideration of Tenant's payment of rent (20) 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 within forty-five (45) days thereafter. Nothing in this article shall be construed to give Owner title to, or to prevent Tenant's removal of, trade fixtures, moveable office furniture and equipment, but upon removal of same from the demised premises,<sup>1,1</sup> Tenant shall immediately, and at its expense, repair and restore the demised premises to the condition existing prior to any such installations, and repair any damage to the demised premises or the building due to such removal.<sup>1,1</sup> All property permitted or required to be removed by Tenant at the end of the term remaining in the demised premises after Tenant's removal shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or removed from the demised premises by Owner, at Tenant's expense.

**Repairs:** 4. Owner shall maintain and repair the exterior of and the public portions of the building. Tenant shall, throughout the term of this lease, take good care of the demised premises including the bathrooms and lavatory facilities (if the demised premises encompass the entire floor of the building), the windows and window frames, and the fixtures and appurtenances therein, and at Tenant's sole cost and expense promptly make all repairs thereto and to the building, whether structural or non-structural in nature, caused by, or resulting from, the carelessness, omission, neglect or improper conduct of Tenant, Tenant's servants, employees, invitees, or licensees, and whether or not arising from Tenant's conduct or omission, when required by other provisions of this lease, including Article 6. 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 aforesaid repairs shall be of quality or class equal to the original work or construction. If Tenant fails, after ten (10) days notice, to proceed with due diligence to make repairs required to be made by Tenant, the same may be made by Owner at the expense of Tenant, and the expenses

thereof incurred by Owner shall be collectible, as additional rent, after rendition of a bill or statement therefor.<sup>2</sup> If the demised premises be or become infested with vermin, Tenant shall, at its expense, cause the same to be exterminated. Tenant shall give Owner prompt notice of any defective condition in any plumbing, heating system or electrical lines located in the demised premises and following such notice, Owner 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 as aforesaid. Except as specifically provided in Article 9 or elsewhere in this lease, there shall be no allowance to Tenant for a 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 or the demised premises, or in or to the fixtures, appurtenances or equipment thereof. It is specifically agreed that Tenant shall not be entitled to any setoff 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. Tenant agrees that Tenant's sole remedy at law in such instance will be by way of an action for damages for breach of contract.<sup>3</sup> The provisions of this Article 4 with respect to the making of repairs shall not apply in the case of fire or other casualty with regard to which Article 9 hereof shall apply.

**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, Floor Loads:** 6. Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant shall, at Tenant's sole cost and expense, 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, 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, or, with respect to the building, if arising out of Tenant's use or manner of use of the demised premises of the building (including the uses permitted under the lease). Except as provided in Article 30 hereof, nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has, by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. 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 not keep anything in the demised premises except as now or hereafter permitted by the Fire Department, Board of Fire Underwriters, Fire Insurance Rating Organization and other authority having jurisdiction, and then only in such manner and such quantity so as not to increase the rate for fire insurance applicable to the building, nor use the demised premises in a manner which will increase the insurance rate for the building or any

**Footnotes**

1. Such notice will not be unreasonably withheld.

1.2 shall be removed by Tenant prior to the expiration of the term (and any damage created thereby shall be repaired by Tenant) or, at Tenant's option, shall

1.2 reasonably wear and tear excepted.

2. Notwithstanding anything to the contrary contained herein, Tenant shall not be required to (a) make any repairs (whether structural or non-structural) to the extent the same are necessitated by the act, omission or negligence of Owner, or its agents or employees; (b) make any structural repairs unless necessitated by any action of the tenant or otherwise required under this lease; (c) make any sprinkler installations, repairs or modifications unless required or necessitated by any action by Tenant; (d) comply with any requirements of law or of the Board of Fire Underwriters which pertain to structural repairs unless necessitated by any action of the tenant or otherwise required under this lease; or (e) comply with the provisions of the Americans with Disabilities Act (or like New York State or New York City equivalent).

3. Notwithstanding the foregoing, Owner agrees that, in making such repairs, alterations, additions or improvements, Owner shall use all reasonable efforts to minimize interference with Tenant's use and occupancy of the demised premises and its access thereto. Owner further agrees to perform all such repairs, alterations, additions or improvements in a good and workmanlike manner with due diligence.

property located therein over that in effect prior to the commencement of Tenant's occupancy. If by reason of failure to comply with the foregoing the fire insurance rate shall, at the beginning of this lease or at any time thereafter,<sup>4</sup> 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. In any action or proceeding wherein Owner and Tenant are parties, a schedule or "make-up" or rate for the building or demised premises issued by a body making fire insurance rates applicable to said premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rates then applicable to said premises. Tenant shall not place a load upon any floor of the demised premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Owner reserves the right to prescribe the weight and position of all safes, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant, at Tenant's expense, in settings sufficient, in Owner's judgement, to absorb and prevent vibration, noise and annoyance.

**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 the 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, unless caused by, or due to, the negligence of Owner, its agents, contractors, servants or employees; Owner or its agents shall not be liable for any damage caused by other tenants or persons in, upon or about said building or caused by operations in connection of any private, public or quasi public work. If at any time any windows of the demised premises are temporarily closed, darkened or bricked up (or permanently closed, darkened or bricked up, if required by law) for any reason whatsoever including, but not limited to, Owner's own acts, Owner shall not be liable for any damage Tenant may sustain thereby, and Tenant shall not be entitled to any compensation therefor nor abatement or diminution of rent, nor shall the same release Tenant from its obligations hereunder nor constitute an eviction. 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 attorney's fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agents, contractors, employees, invitees, or licensees, of any covenant or condition of this lease, or the carelessness, negligence or improper conduct of 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 damage 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 demised premises which is usable.<sup>5</sup> (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 demised 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 ninety (90) days after such fire or casualty, or thirty (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 sixty (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 demised 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. Unless Owner shall serve a termination notice as provided for herein, Owner shall make the repairs and restorations under the conditions of (b) and (c) hereof, with all reasonable expedition, subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Owner's control.<sup>6</sup> After any such casualty, Tenant shall cooperate with Owner's restoration by removing from the demised premises as promptly as reasonably possible, all of Tenant's salvageable inventory and movable equipment, furniture, and other property. Tenant's liability for rent shall resume five (5) days after written notice from Owner that the demised premises are substantially ready for Tenant's

damaged portion of

 Rider to be added if necessary.

**Footnotes**

4. As a direct result of Tenant's particular manner of use of the demised premises

5. For purposes hereof, substantial completion shall mean that all of the work necessary to repair the demised premises (including without limitation restoring Tenant's initial improvements) shall be completed, except for minor items of detail, finish and correction, the noncompletion of which shall not interfere with Tenant's use and occupancy of the demised premises for the purposes permitted under this lease; provided, however, if a substantial portion of the demised premises is damaged and Tenant cannot operate any part of the business previously operated in the balance of the demised premises in an economically feasible manner, fixed rent and additional rent will abate for the entire demised premises until the earlier of (a) thirty (30) days after notice to Tenant of restoration of the demised premises and (b) occupancy by Tenant of the demised premises for the continued conduct of its business.

6. If for any reason the repairs are not completed within six (6) months after the date of the damage, Tenant shall have the right to terminate this lease upon not less than thirty (30) days' prior written notice to Owner; provided, however, that such notice is sent within thirty (30) days after the expiration of such six (6) month period.

occupancy. (e) Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, including Owner's obligation to restore under subparagraph (b) above, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible, and to the extent permitted by law, Owner and Tenant each hereby releases and waives all right of recovery with respect to subparagraphs (b), (d) and (e) above, against the other or any one claiming through or under each of them by way of subrogation or otherwise. The release and waiver herein referred to shall be deemed to include any loss or damage to the demised premises and/or to any personal property, equipment, trade fixtures, goods and merchandise located therein. The foregoing release and waiver shall be in force only if both lessors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance. If, and to the extent, that such waiver can be obtained only by the payment of additional premiums, then the party benefiting from the waiver shall pay such premium within ten (10) days after written demand or shall be deemed to have agreed that the party obtaining insurance coverage shall be free of any further obligation under the provisions hereof with respect to waiver of subrogation. Tenant acknowledges that Owner will not carry insurance on Tenant's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Tenant, and agrees that Owner will not be obligated to repair any damage thereto or replace the same. (f) 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 force 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. Tenant shall have the right to make an independent claim to the condemning authority for the value of Tenant's moving expenses and personal property, trade fixtures and equipment, provided Tenant is entitled pursuant to the terms of the lease to remove such property, trade fixtures and equipment at the end of the term, and provided further such claim does not reduce Owner's award.

**Assignment, Mortgage, Etc.:** 11. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, 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. Transfer of the majority of the stock of a corporate Tenant or the majority partnership interest of a partnership Tenant shall be deemed an assignment. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Owner may, after default by Tenant, collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, undertenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Owner to an assignment or underletting shall not in any wise be construed to relieve Tenant from obtaining the express consent in writing of Owner to any further assignment or underletting.<sup>7</sup>

**Electric Current:** 12. Rates and conditions in respect to submetering or rent inclusion, as the case may be, to be added in RIDER attached hereto. 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.

**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<sup>8</sup> to examine the same and to make such repairs, replacements and improvements as Owner may deem reasonably necessary and reasonably desirable to any portion of the building, or which Owner may elect to perform in the demised premises after 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, maintain and replace pipes and conduits in and through the demised premises, and to erect new pipes and conduits therein provided, wherever possible, they are within walls or otherwise concealed. 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 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.<sup>9</sup> 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 (6) months of the term for the purpose of showing the same to prospective tenants, and may, during said six (6) months period, place upon the demised premises the usual notices "To Let" and "For Sale" which notices Tenant shall permit to remain thereon without molestation.<sup>10</sup> 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 the 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 obligation hereunder.

**Vault,  
Vault Space,  
Area:**

14. No vaults, vault space or area, whether or not enclosed or covered, not within the property line of the building or 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. 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, nor shall such revocation, diminution or requisition be deemed constructive or actual eviction. Any tax, fee or charge of municipal authorities for such vault or area shall be paid by Tenant, if used by Tenant, whether or not specifically leased hereunder.

**Occupancy:**

15. Tenant will not at any time use or occupy the demised premises in violation of the certificate of occupancy issued for the building of which the demised premises are a part. Tenant has inspected the demised premises and accepts them as is, subject to the riders annexed hereto with respect to Owner's work, if any. In any event, Owner makes no representation as to the condition of the demised premises and Tenant agrees to accept the same subject to violations, whether or not of record. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business, Tenant shall be responsible for, and shall procure and maintain, such license or permit.

**Bankruptcy:**

16. (a) Anything elsewhere in this lease to the contrary notwithstanding, this lease may be cancelled by Owner by sending of 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 demised 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.

(b) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Owner shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant, as and for liquidated damages, an amount equal to the difference between the rental reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the demised premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of nine percent (9%) per annum. If the demised premises or any part thereof be relet by Owner for the unexpired term of said lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such reletting shall be deemed to be the fair and reasonable rental value for the part or the whole of the demised premises so re-let during the term of the re-leasing. Nothing herein contained shall limit or prejudice the right of the Owner to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

**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 this lease be rejected under §365 of Title 11 of the U.S. Code (Bankruptcy Code); 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 Tenant shall be in default with respect to any other lease between Owner and Tenant; or if Tenant shall have failed, after five (5) days written notice, to redeposit with Owner any portion of the security deposited hereunder which Owner has applied to the payment of any rent and additional rent due and payable hereunder; or if Tenant fails to move into or take possession of the demised 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 twenty (20) days notice upon Tenant specifying the nature of said default, and upon the expiration of said twenty (20) 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 during 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 hereinbefore 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 be in 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 the demised premises, and remove their effects and hold the demised 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. If Tenant shall make default hereunder prior to the date fixed as the commencement of any renewal or extension of this lease, Owner may cancel and terminate such renewal or extension agreement by written notice.

**Footnotes**

7. Anything to the contrary contained herein notwithstanding, Owner shall not unreasonably withhold its consent to an assignment of this lease or a subletting of the demised premises to an unrelated entity provided, however, that the proposed business to be carried on by such assignee or subtenant shall be a legitimate one and not violate of the certificate of occupancy for the building, if any, (notwithstanding the use clause contained herein) and does not adversely impact upon the advantageous use of the remainder of the building by other tenants, and further provided that the proposed assignee or subtenant is responsible, reputable and of good character. Anything contained herein to the contrary further notwithstanding, Tenant may, without Owner's consent, assign this lease or sublet any part or all of the demised premises to any entity affiliated with Tenant (i.e., parents, subsidiaries or commonly owned 8. upon reasonable notice to Tenant (which notice may be given orally), during Tenant's normal business hours unless otherwise requested by Tenant, with a minimum of inconvenience to Tenant.
9. provided, however, that Owner uses all reasonable efforts to minimize interference with Tenant's use and occupancy of the demised premises and its access thereto. Owner agrees to perform all such work with due diligence.
10. upon reasonable notice to Tenant (which notice may be given orally), during Tenant's normal business hours unless otherwise requested by Tenant, with a minimum of inconvenience to Tenant.
11. after ten (10) days' written notice to Tenant from Owner stating that such payment is past due

**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 demised 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, (c) Tenant or the legal representatives of Tenant shall also pay to 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 demised 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 reasonable expenses as Owner may incur in connection with re-letting, such as legal expenses, reasonable 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, and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Owner to collect the deficiency for any subsequent month by a similar proceeding. Owner, in putting the demised premises in good order or preparing the same for re-rent may, at Owner's option, make such alterations, repairs, replacements, and/or decorations in the demised premises as Owner, in Owner's sole judgment, consider 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 hereunder as aforesaid. 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 therefrom under such re-leasing, and in no event shall Tenant be entitled to receive any excess, if any, of such net rents collected over the sums payable by Tenant to Owner hereunder. In the event of a breach or threatened breach by Tenant of 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 or Tenant 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 the 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. If Owner, in connection with the foregoing, 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 attorneys' fees, in instituting, prosecuting or defending any action or proceeding, and prevails in any such action or proceeding, then Tenant will reimburse Owner for such sums so paid or obligations incurred with interest and costs. The foregoing expenses incurred by reason of Tenant's default shall be deemed to be additional rent hereunder and shall be paid by Tenant to Owner within twenty (20) days of rendition of any bill or statement to Tenant therefor. 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.

**Building  
Alterations  
and  
Management:**

20. 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. There shall be no allowance to Tenant for diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner or other Tenant making any repairs in the building or any such alterations, additions and improvements. Furthermore, Tenant shall not have any claim against Owner by reason of Owner's imposition of any controls of the manner of access to the building by Tenant's social or business visitors, as Owner may deem necessary, for the security of the building and its occupants.

**No Repre-  
sentations by  
Owner:**

21. Neither Owner nor Owner's agents have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected, the demised premises, rents, leases, expenses of operation, or any other matter or thing affecting or related to the demised premises or the building, except as herein expressly set forth, and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this lease. Tenant has inspected the building and the demised premises and is thoroughly acquainted with their condition and agrees to take the same "as-is" on the date possession is tendered, and acknowledges that the taking of possession of the demised premises by Tenant shall be conclusive evidence that the said premises, and the building of which the same form a part, were in good and satisfactory condition at the time such possession was so taken, except as to latent defects. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Owner and Tenant, and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

**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 excepted, and Tenant shall remove all its property from the demised premises. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. If the last day of the term of this Lease, or any renewal thereof, falls on Sunday, this lease shall expire at noon on the preceding Saturday, unless it be a legal holiday, in which case it shall expire at noon on the preceding business day.

**Quiet Enjoyment:** 23. Owner covenants and agrees with Tenant that upon Tenant paying the rent and additional rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the premises hereby demised, subject, nevertheless, to the terms and conditions of this lease including, but not limited to, Article 34 hereof, and to the ground leases, underlying leases and mortgages hereinbefore mentioned.

**Failure to Give Possession:** 24. If Owner is unable to give possession of the demised premises on the date of the commencement of the term hereof because of the holding-over or retention of possession of any tenant, undertenant or occupants, or if the demised premises are located in a building being constructed, because such building has not been sufficiently completed to make the premises ready for occupancy or because of the fact that a certificate of occupancy has not been procured, or if Owner has not completed any work required to be performed by Owner, or for any other reason, Owner shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the same be construed in any wise to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant is not responsible for Owner's inability to obtain possession or complete any work required) until after Owner shall have given Tenant notice that Owner is able to deliver possession in the condition required by this lease. If permission is given to Tenant to enter into possession of the demised premises, or to occupy premises other than the demised premises, prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such possession and/or occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease, except the obligation to pay the fixed annual rent set forth in page one of this lease. The provisions of this article are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

**No Waiver:** 25. 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 or 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 is 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. All checks tendered to Owner as and for the rent of the demised premises shall be deemed payments for the account of Tenant. Acceptance by Owner of rent from anyone other than Tenant shall not be deemed to operate as an attorney to Owner by the payor of such rent, or as a consent by Owner to an assignment or subletting by Tenant of the demised premises to such payor, or as a modification of the provisions of this lease. No act or thing done by Owner or Owner's agents during the term hereby demised shall be deemed an 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 demised premises.

**Waiver of Trial by Jury:** 26. 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 (except for personal injury or property damage) 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 demised 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 demised premises, Tenant will not interpose any counterclaim, of whatever nature or description, in any such proceeding, including a counterclaim under Article 4, except for statutory mandatory counterclaims.

**Inability to Perform:** 27. 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 repairs, 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 doing so by reason of strike or labor troubles, or any cause whatsoever beyond Owner's sole control including, but not limited to, 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 which have been or are affected, either directly or indirectly, by war or other emergency.

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**Bills and Notices:** 28. 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 registered 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:** 29. If Tenant requires, uses or consumes water for any purpose in addition to ordinary lavatory purposes (of which fact Owner shall 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. 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. In the event Tenant fails to maintain the meter and installation equipment in good working order and repair (of which fact Owner shall be the sole judge) Owner may cause such meter and equipment to be replaced or repaired, and collect the cost thereof from Tenant as additional rent. Tenant agrees to pay for water consumed, as shown on said meter as and when bills are rendered, and in the event Tenant defaults in the making of such payment, Owner may pay such charges and collect the same from Tenant as additional rent. Tenant covenants and agrees to pay, as additional rent, the sewer rent, charge or any other tax, rent or levy which now or hereafter is assessed, imposed or a lien upon the demised premises, or the realty of which they are a part, pursuant to any law, order or regulation made or issued in connection with the use, consumption, maintenance or supply of water, the water system or sewage or sewage connection or system. If the building, the demised premises, or any part thereof, is supplied with water through a meter through which water is also supplied to other premises, Tenant shall pay to Owner, as additional rent,

**Water Charges:** on the first day of each month, %  
(\$ ) of the total meter charges as Tenant's portion. Independently of, and in addition to, any of the remedies reserved by 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:** 30. Anything elsewhere in this lease to the contrary notwithstanding, if the New York Board of Fire Underwriters or the New York Fire Insurance Exchange or any bureau, department or official of the federal, state or city government recommend or require 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, 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, 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 said Exchange or any other body making fire insurance rates, 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 of \$ 0.00 on the first day of each month during the term of this lease, as Tenant's portion of the contract price for sprinkler supervisory service.

**Elevators, Heat, Cleaning:** 31. As long as Tenant is not in default under any the covenants of this lease, beyond the applicable grace period provided in this lease for the curing of such defaults, Owner shall: (a) provide necessary passenger elevator facilities on business days from 8 a.m. to 6 p.m. and on Saturdays from 8 a.m. to 1 p.m.; (b) if freight elevator service is provided, same shall be provided only on regular business days, Monday through Friday inclusive, and on those days only between the hours of 9 a.m. and 12 noon and between 1 p.m. and 5 p.m.; (c) furnish heat, water and other services supplied by Owner to the demised premises, when and as required by law, on business days from 8 a.m. to 6 p.m. and on Saturdays from 8 a.m. to 1 p.m.; (d) clean the public halls and public portions of the building which are used in common by all tenants. Tenant shall, at Tenant's expense, keep the demised premises, including the windows, clean and in order, to the reasonable satisfaction of Owner, and for that purpose shall employ person or persons, or corporations, approved by Owner. Tenant shall pay to Owner the cost of removal of any of Tenant's refuse and rubbish from the building. Bills for the same shall be rendered by Owner to Tenant at such time as Owner may elect, and shall be due and payable hereunder, and the amount of such bills shall be deemed to be, and be paid as additional rent. Tenant shall, however, have the option of independently contracting for the removal of such rubbish and refuse in the event that Tenant does not wish to have same done by employees of Owner. Under such circumstances, however, the removal of such refuse and rubbish by others shall be subject to such rules and regulations as, in the judgment of Owner, are necessary for the proper operation of the building. Owner reserves the right to stop service of the heating, elevator, plumbing and electric systems, when necessary, by reason of accident or emergency, or for repairs, alterations, replacements or improvements, which in the judgment of Owner are desirable or necessary to be made, until said repairs, alterations, replacements or improvements shall have been completed. If the building of which the demised premises are a part supplies manually operated elevator service, Owner may proceed diligently with alterations necessary to substitute automatic control elevator service without in any way affecting the obligations of Tenant hereunder.

**Security:** 32. Tenant has deposited with Owner the sum of \$ 25,350.00 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-leasing of the demised 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 vendor or lessee, and Owner shall thereupon be released by Tenant from all liability for the return of such 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.

**Captions:** 33. 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:** 34. The term "Owner" as used in this lease means only the owner of the fee or of the leasehold of the building, 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 to their successors in interest, or between the parties and the purchaser or lessee of 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. The words "re-enter" and "re-entry" as used in this lease are intended to their technical legal meaning. The term "rent" includes the annual rental rate whether so expressed or expressed in monthly installments, and "additional rent." "Additional rent" means all sums which shall be due to Owner from Tenant under this lease, in addition to the annual rental rate. The term "business days" as used in this lease, shall exclude Saturdays, Sundays and all days observed by the State or Federal Government as legal holidays, and those designated as holidays by the applicable building service union employees service contract, or by the applicable Operating Engineers contract with respect to HVAC service. Wherever it is expressly provided in this lease that consent shall not be unreasonably withheld, such consent shall not be unreasonably delayed.

**Adjacent Excavation-Shoring:** 35. 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, a 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.

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**Footnotes:**

12. provided such Owner assumes in writing the obligation to return said security to Tenant;

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:



..... CLAUDE SIMON, Landlord/Proprietary Lessee .....



[L.S.]

Witness for Tenant

..... TRIPOLY INC.

by: ..... CHINEELE ECHERD



#### ACKNOWLEDGEMENT

STATE OF NEW YORK,

SS:

COUNTY OF

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said 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 within 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

**RIDER TO LEASE DATED MARCH 1, 2008**  
**BETWEEN CLAUDE SIMON AS LANDLORD**  
**AND PROPRIETARY LESSEE**  
**AND TRIFOLOGY, INC. AS TENANT**

1. Tenant acknowledges that (i) its agreement to fully and timely pay all installments of rent is a material inducement for owner to enter into this lease; (ii) the aggregate amount of all rent installments are due and payable in full at the commencement of the term but owner, solely for owner's convenience, has permitted said amount to be payable in equal monthly installments during the term, (iii) upon default and subject to the applicable notice and/or cure period in the full and timely payment of any rent installment, and upon owner's termination of this lease, the entire unpaid balance of the aggregate amount of all rent installments for the then remainder of the term (as originally reserved) subject to credit for rents received upon owner's re-renting of the demised premises, if any, will immediately become due and payable within fifteen (15) business days written notice or demand; and tenant agrees that the provisions of this article: (a) will not constitute or be deemed to be liquidated damages or a penalty; (b) will apply notwithstanding any contrary provision of this lease; and (c) will be in addition to, and not limit, any other rights and remedies available to owner pursuant to this lease and otherwise (including, without limitation, those regarding additional rent reserved under this lease) upon a default in the full and timely payment of rent installment. The parties agree that this article fairly reflects their intent with respect to a default of the nature specified in clause "(iii)" of this paragraph.

2. Landlord agrees that the security deposit deposited with Landlord shall be maintained in an interest-bearing account with interest accruing for the tenant less a 1% administrative charge for the landlord.

3. (a) Tenant shall indemnify and hold harmless (i) owner; (ii) 160 Madison Avenue Owners Corporation; and (iii) 160 Madison Avenue Owners Company; from and against all damages, liabilities, claims, costs and expenses, including reasonable attorneys' fees, arising out of the use of the demised premises or any work or thing done, or any condition created by tenant or its employees, agents, invitees, licensees, customers or contractors, unless same is caused by the negligence or intentional misconduct of the indemnified party.

(b) Tenant shall, throughout the term of this lease, at its own cost and expense, for the benefit of (i) owner; (ii) 160 Madison Avenue Owners Corporation; and (iii) 160 Madison Avenue Owners Company; and such other parties as owner may designate, maintain general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the demised premises, whether or not caused by negligence or breach of any obligation by tenant or its employees, agents, invitees, licensees, customers or contractors, said insurance to afford protection to the limit in such amount as owner may reasonably require by in no event less than \$3,000,000.00 combined single limit for each occurrence in respect of personal injury or death and damage to property.

(c) Tenant shall also throughout the term of this lease for the benefit of (i) owner; (ii) 160 Madison Avenue Owners Corporation; and (iii) 160 Madison Avenue Owners Company; and such other parties as owner may designate, maintain the following insurance:

(1) sprinkler leakage insurance in amounts and form reasonably satisfactory to owner;

(2) rent insurance with extended coverage equal to tenant's rent, real estate taxes and insurance premiums for a period of one year (or in lieu of such rent insurance, business interruption insurance with extended coverage in an amount at least equal to the required rent insurance).

(d) The insurance policies required by this article shall contain a waiver by the insurance carrier of any right of subrogation against owner or any other insured party, whether or not said carrier charges tenant an additional premium therefor, and shall provide that no cancellation of said policy shall be effective unless ten (10) days prior written notice has been given to owner and all other insured parties. Said insurance may be carried under a blanket policy covering the demised premises and other locations of tenant, if any, provided that each such policy shall in all respects comply with this article and shall specify that the portion of the total coverage of such policy that is allocated to the demised premises is in the amounts required pursuant to this article. At the time said insurance is first required to be carried by tenant and, in any event, at least ten (10) business days prior to the effective date of any such policy, tenant agrees to deliver to owner either a duplicate original of the aforesaid policies or a certificate evidencing such insurance. Owner may also require other insurance, from time to time, against other insurable hazards which at the time are commonly insured against in the case of premises similarly situated, due regard being given to the type of building, its construction, use and occupancy.

4. (a) Tenant shall look solely to the equity of owner in and to the demised premises (sixth floor only) in the event of a breach or default by owner of the provisions of this lease, and tenant agrees that the liability of owner under this lease shall not exceed the value of such equity and income of owner in and to the demised premises (sixth floor only). No properties or assets of the owner (or of any persons or entities comprising owner) other than the demised premises shall be subject to levy, execution or other enforcement procedures for the satisfaction of any judgment (or other juridical process) arising out of this lease, and if tenant shall acquire a lien or any other properties or assets of owner, by judgment or otherwise, tenant shall promptly release such lien on such other properties and assets by executing, acknowledging and delivering to owner an instrument to that effect prepared by owner's attorneys.

(b) The obligations of owner under this lease shall not be binding upon owner named herein after the sale, conveyance, assignment or transfer by such owner (or upon any subsequent owner after the sale, conveyance, assignment or transfer by such subsequent owner) of its interest in the building or the demised premises, as the case may be, and in the event of any such sale, conveyance, assignment or transfer, 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 or their successors in interest, or between the parties and the purchaser, grantee, assignee or other transferee, that such purchaser, grantee, assignee or other transferee has assumed and agreed to carry out any and all covenants and obligations of owner hereunder, and it shall be deemed and construed, without further agreement between the parties or their successors in interest, or transferee, that such purchaser, grantee, assignee or other transferee has assumed and agreed to carry out any and all covenants and obligations of owner hereunder.

5. (a) Tenant shall not use, store, maintain or permit any hazardous material (as

hereinafter defined) to be used, stored, maintained or located on, in or about the demised premises in a manner that violates any environmental requirement (as hereinafter defined).

(b) The term "hazardous material" shall mean any material or substance that, whether by its nature or use, is now or shall at any time during the term of this lease be defined as hazardous waste, hazardous substance, pollutant or contaminant under any environmental requirement, or which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic or otherwise hazardous and which is now or shall at any time during the term of this lease be regulated under any environmental requirement, or which is or contains petroleum, gasoline, diesel fuel or another petroleum hydrocarbon product. The term "environmental requirement" shall collectively mean all present and future laws, statutes, ordinances, rules, regulations, orders, codes, licenses, permits, decrees, judgments, directives or the equivalent in effect at any time during the term of this lease, of or by any governmental authority having jurisdiction and relative to or addressing the protection of the environment or human health. The term "governmental authority" shall mean the federal government, or any state or other political subdivision thereof, or an agency, court or body of the federal government, any state or other political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions.

6. (a) Any improvements erected on the demised premises and all alterations to the building and the demised premises shall be owned by owner except trade fixtures.

(b) Tenant shall, upon the expiration of the term for any reason whatsoever, surrender the demised premises to owner, broom-clean and in good order, condition and repair, ordinary wear and tear excepted, except as otherwise specifically provided in this lease.

(c) Title to any personal property of tenant shall remain with tenant, and upon expiration of the term tenant may, and upon demand of owner shall, promptly remove such personal property, and tenant shall promptly repair any resultant damage to the demised premises (other than of a de minimis nature). The provisions of this section shall survive the expiration of the term.

(d) Any of the personal property of tenant which shall remain in the demised premises for a period of two (2) days after the expiration of the term, or which shall interfere with any new tenant of the demised premises, whether or not such period of two (2) days shall have expired, may, at the option of owner, be deemed to be abandoned property, and may be retained by owner as its sole property or disposed of by owner in such manner as owner may see fit, without accountability therefor.

7. (a) The tenant agrees that at any time and from time to time upon fifteen (15) business days prior written request by the owner, tenant will execute, acknowledge and deliver to owner a statement in writing stating that this lease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the lease as so modified is in full force and effect), and the dates to which the rent and other charges have been paid, it being intended that any such statements delivered pursuant to this article may be relied upon by any prospective purchaser of, or any prospective holder of a mortgage upon, any interest in the fee or the land and building or any leasehold interest therein, or by an existing owner of, or any existing holder of a mortgage upon, any interest in the fee of the land and building or any leasehold interest therein whether now or hereafter created.

(b) It is hereby understood and agreed that if tenant shall fail to furnish the statement required to be furnished herein within fifteen (15) business days after written request therefor by the owner than such failure on the part of the tenant shall constitute an acknowledgment by tenant that the lease (as modified, if same has been modified) is in full force and effect and that there have been no prepayments of rent by tenant.

8. The failure of owner to insist in any one or more cases upon the strict performance or observance of any obligation of tenant hereunder, or to exercise any right or option contained herein, shall not be construed as a waiver or a relinquishment for the future of any such obligation of tenant, or any right or option to owner. Owner's receipt and acceptance of fixed annual rent, additional rent or other charge payable by tenant hereunder, or owner's acceptance or performance of any other obligation by tenant, with knowledge of tenant's breach of any provision of this lease, shall not be deemed a waiver of such breach. No waiver by owner of any term, covenant or condition of this lease shall be deemed to have been made unless expressed in writing and signed by owner.

9. Omitted.

10. If an event of default shall be continuing, subject to the applicable notice and/or cure period, owner shall have the right, at its option, to apply any monies deposited by or for the account of tenant under any provision of this lease on account of curing such event of default.

11. The provisions of this lease, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and permitted assigns. In the event of any sale or transfer of the owner's entire interest in the demised premises, the grantor shall be, and hereby is, entirely relieved and freed of all obligations under this lease effective after the date of the sale or transfer.

12. In the event that tenant shall seek the approval by or consent of owner and owner shall fail or refuse to give consent or approval, tenant shall not be entitled to any damages for any withholding or delay of such approval or consent by owner, it being intended that tenant's sole remedy shall be an action for injunction or specific performance, and that said remedy of an action for injunction or specific performance shall be available only in those cases, if any, where owner shall have expressly agreed in writing not to unreasonably withhold or delay its consent.

13. Irrespective of the place of execution or performance, this lease shall be governed by and construed in accordance with the laws of the State of New York. This lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this lease to be drafted. If any words or phrases in this lease shall have been stricken out or otherwise eliminated, whether or not any other words or phrases have been added, this lease shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included in this lease, and no implication or inference shall be drawn from the fact that said words or phrases were so stricken out or otherwise eliminated. Each covenant, agreement, obligation or other provision of this lease shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making same, not dependant on any other provision of this lease unless otherwise expressly provided. All terms and words used in this lease, regardless of the number or gender in which that are used, shall be deemed to include any other number and any other gender as the context may require.

14. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this lease which are not fully expressed in this lease. This lease cannot be changed or terminated orally or in any manner other than by a written agreement executed by both parties.

15. Unless provided in this lease, owner is not required to furnish to tenant any utility, facility, equipment, labor, material or service of any kind whatsoever.

16. No receipt of any amount by owner from tenant, after any re-entry of after the cancellation or termination of this lease in any lawful manner, shall reinstate the lease; and after the service of notice to terminate this lease, or after the commencement of any action, proceeding or other remedy, owner may demand, receive and collect any amount due, and apply the same on account of tenant's obligations under this lease but without in any respect affecting such notice, action, proceeding or other remedy, except that if a money judgment is being sought in any such action or proceeding, the amount of such judgment shall be reduced by such payment.

17. If tenant is in arrears in the payment of rent or additional rent, tenant waives its right, if any, to designate the items in arrears to which any payments made by tenant are to be credited, and owner may apply any of such payments to any such items in arrears as owner, in its sole discretion, shall determine, irrespective of any designation or request by tenant as to the items against which any such payments shall be credited.

18. No payment by tenant or receipt by owner of a lesser amount than may be required to be paid hereunder shall be deemed to be other than on account of any such payment, nor shall any endorsement or statement on any check or any letter accompanying any check tendered as payment 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 payment due or pursue any other remedy in this lease provided.

19. Omitted.

20. In every case in which tenant is required by the terms of this lease to pay to owner a sum of money, and payment is not made within ten (10) days after the same shall become due, interest shall be payable on such sum or so much thereof as shall be unpaid from the date it becomes due until it is paid. Such interest shall accrue at any annual rate which shall be three (3) percentage points above the prime commercial lending rate of Chase Manhattan in effect from time to time, but in no event more than the highest rate of interest which at such time is permitted under the laws of the State of New York.

21. Owner or its agents shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the building or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature, unless any of the foregoing shall be caused by or due to the negligence or intentional misconduct of owner, its agents, servants or employees.

22. There shall be no allowance to tenant for a diminution of rental value and no liability

on the part of owner by reason of inconvenience, annoyance or injury to business arising from the making of any repairs, alterations, additions or improvements in or to any portion of the building or the demised premises or in or to fixtures, appurtenances or equipment thereof. Owner shall exercise reasonable diligence so as to minimize any interference with tenant's business operations, but shall not be required to perform the same on an overtime or premium pay basis. If, however, Tenant ~~can~~ can not operate its business for three (3) consecutive business days, the rent and additional rent shall be abated on a per diem basis for each full or partial day of such interruption.

23. Tenant shall, at its own cost and expenses, obtain in advance and thereafter maintain in good standing and in its own name, any and all licenses, permits and approvals that may be required for it to use the demised premises in accordance with the terms of this lease, if any.

24. If and to the extent that any of the provisions of this rider conflict or are otherwise inconsistent with any of the preceding printed provisions of this lease, or of the rules and regulations attached to this lease, whether or not such inconsistency is expressly noted in this rider, the provisions of this rider shall prevail.

25. Tenant covenants, warrants and represents to owner that there was no broker instrumental in consummating this lease, and no conversations, or negotiations were had with any broker concerning the renting of the demised premises, other than Kaufman Organization and Williams & Wilson Group. Tenant shall indemnify, defend, hold and save owner harmless against any and all liability from any claims of any broker in connection with the renting of the demised premises (including, without limitation, the cost of reasonable counsel fees in connection with the defense of any such brokerage fee claims). Owner covenants, warrants and represents to tenant that no broker other than Kaufman Organization and Williams & Wilson Group was instrumental in consummating this lease, and no conversations or negotiations were had with any other broker concerning the renting of the premises. Owner will be responsible for payment of any brokerage fees due to Kaufman Organization and Williams & Wilson Group in connection with this lease and will indemnify, defend and hold harmless tenant from any other claims of any broker in connection with the renting of the demised premises (including, without limitation, the cost of counsel fees in connection with the defense of any such brokerage fee claims).

other  
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zation  
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& Wilson  
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26. If tenant holds over in possession after the expiration or sooner termination of the original term, or any extended term (if applicable), such holding over shall not be deemed to extend the term or renew the lease, but such holding over shall continue upon the covenants and conditions herein set forth except that the charges for use and occupancy of such holding over for each calendar month or part thereof shall be two (2) times the rent and additional rent then due under the lease.

27. This lease is presented to the tenant for signature by owner's designee solely in said designee's capacity as representative of owner and is hereby made expressly subject to the owner's acceptance and approval by execution by owner and delivery to tenant. This lease is not to be construed as an offer to lease and shall not in any way bind the owner or its designee until such time as the owner has executed and delivered the lease as aforementioned.

28. The parties acknowledge and agree that this agreement is a sublease of the demised premises subject to the terms of the proprietary lease between 160 Madison Avenue Owners Corporation, as lessor and Claude Simon as lessee, the terms of which lease are incorporated herein

by reference. The parties hereto further agree that the terms "owner" and "tenant" in this agreement shall be construed to mean overtenant and subtenant respectively. The tenant acknowledges receipt of a copy of the proprietary lease and undertakes to observe all of the conditions, restrictions and rules therein contained. Each of the obligations of the lessee under the proprietary lease (except those relating to the payment of maintenance or rent) is deemed to be the obligation of the tenant hereunder and constitutes a substantial obligation of this tenancy.

29. Anything herein to the contrary notwithstanding, in the event the lessor under the proprietary lease brings a proceeding to evict or eject the lessee (the owner under the within sublease) on any grounds, then the tenant under the within sublease agrees that it shall be bound by all notices or legal papers served by the lessor (as if tenant were the owner hereunder) and by any order of the court and owner agrees to immediately send any such notices or orders received to the tenant.

30. Tenant is leasing the premises "as is". In making and executing this lease, tenant has relied solely on such investigations, examinations and inspections as tenant has chosen to make or has made. Tenant acknowledges that owner has afforded the tenant the opportunity for full and complete investigations, examinations and inspections.

31. The tenant agrees to use, occupy, operate and maintain the premises throughout the term as provided under this lease and shall not violate any applicable rules, regulations or municipal, state or federal laws. Any matter or objects visible from the street or exterior of the demised premises, reasonably deemed objectionable by landlord, shall be corrected or removed, as required by landlord, and to landlord's satisfaction. Tenant further agrees not to: (i) conduct or permit any fire, auction, going out of business or bankruptcy sale in the demised premises; (ii) engage in any unethical method of business operation; (iii) use or permit to be used the sidewalks, corridors, elevators or any other space outside the demised premises for any display, storage or any other use; (iv) create, cause or allow any excessive noises or vibrations to occur in the premises.

32. Tenant acknowledges that owners damages resulting from any breaches of this lease concerning the use, occupation and operation by the tenant at the demised premises, are difficult, if not impossible, to ascertain and concedes that, among any other remedies for such breach permitted by law or the provisions of this lease, owner shall be entitled to enjoin tenant from any violation of said provisions, and serve a notice of same as a material default hereunder entitling owner to terminate this lease. Owner may pursue either of both remedies, separately or simultaneously.

33. Landlord reserves the right to impose such reasonable additional requirements and restrictions with respect to the tenant's operations and use of the premises as it deems reasonably appropriate.

34. Tenant shall at all times keep the interior of the demised premises neat, tidy and orderly. Tenant shall promptly comply with any reasonable request for change in a particular method of operation and tenant shall endeavor courteously to consider any complaints of building tenants.

35. If any food is brought to the premises, tenant shall install all necessary venting or other reasonable devices as required by landlord at landlord's sole discretion, to insure that there are no odors in the building, and comply with all pertinent laws relating thereto.

36. Tenant shall keep the premises free from infestation of vermin and other pests, and shall conduct its operations in a manner reasonably conducive to such result. Tenant, at its sole cost and expenses, shall cause the demised premises to be exterminated, on a regular basis, and to the satisfaction of the landlord, and shall employ such exterminators as shall be reasonably approved by landlord.

37. Except as provided in paragraph 41 below, tenant agrees that landlord shall have no obligation to tenant to perform any work within the demised premises in order to facilitate tenant's use and occupancy of the demised premises for the purposes set forth in this lease, or otherwise. Owner makes no representation whatsoever that the Certificate of Occupancy for the building shall authorize the use of the demised premises for the purpose permitted by landlord pursuant to this lease and tenant is hereby prohibited from using or occupying the demised premises in violation of the Certificate of Occupancy for the building, or any applicable laws. However, owner represents that the attached certificate of occupancy is a true and accurate copy of the certificate of occupancy for the subject building.

38. Tenant shall not permit any unusual or obnoxious odors to emanate from the demised premises. Upon notice from owner, tenant must immediately cease permitting such odors and, within five (5) business days after written notice from owner, install at its own cost and expense, any reasonable control devices or procedures to eliminate such odors. In the event such condition is not remedied as required by this paragraph, and in no event later than five (5) business days after the above notice, owner may, in addition to any other remedies, and at its discretion, either: (i) cure the condition and thereafter add the cost and reasonable expense incurred therefore to the next monthly rental to become due, and tenant shall pay said amount as additional rent; or (ii) treat such failure on the part of the tenant to eliminate such odors as a material default hereunder entitling owner to any of its remedies pursuant to the terms of this lease, including termination. Landlord shall have the right to enter the demised premises at any time to inspect the same and ascertain whether they are clean and free of odors upon reasonable written notice and during reasonable times. In the event landlord requires tenant to install such reasonable control devices or procedures to eliminate such odors, the material, size and location of such installation shall be subject to landlord's prior written approval which will not be unreasonably withheld, delayed or conditioned.

39. Tenant agrees that it will handle and dispose of all rubbish, garbage and waste from tenant's operation at tenant's expense and in accordance with the regulations established by landlord. Tenant further agrees not to permit the accumulation of any rubbish or garbage in or about the premises.

40. Tenant shall provide owner with keys to the premises, along with the security codes to any alarm or security devices, so that owner may have access to the premises as allowed under this lease. If any keys or security codes are changed, tenant must immediately notify owner and replace the keys and advise of new security codes.

41. Prior to tenant's occupancy of the demised premises, the landlord will remove the drawing table from the rear of the space, and the landlord will deliver the bathrooms, windows, and air conditioning in good working order and clean condition, and the landlord will guarantee all major parts of the air conditioning for the first cooling season.

42. Owner's consent to any proposed sublease or assignment of this sublease shall not be unreasonably withheld nor delayed. However, anything to the contrary notwithstanding, the tenant must supply the landlord with at least sixty (60) days notice in advance of the proposed commencement date of the sublease or assignment of the nature of the transaction and include all information and documentation reasonably requested by the landlord including without limitation the sublease or assignment and all agreements between the parties, financial information for all parties, and any other documentation reasonably requested. In the event of a request to either sublease or assign, landlord will have the option to instead cancel this lease on the commencement date of the proposed sublease or assignment. Any payments made to the tenant under any sublease or assignment in excess of the rent due under this lease shall be paid to the landlord whether such payments are in the form of rent, initial payments, payments made for the right to sublease or assign, or any payments made to the tenant. Notwithstanding the foregoing, however, neither an assignment or sublease of the demised premises to a transferee which is (i) the resulting entity of a merger or consolidation of Tenant with another entity, (ii) an entity which is controlled by, controls, or is under common control with, Tenant, or (iii) the transferee of all or substantially all of Tenant's assets shall not be deemed an assignment requiring the prior consent of the Owner.

43. So long as Tenant pays all of the rent and additional rent due under this sublease and performs all of Tenant's other obligations hereunder, Owner shall not disturb or terminate tenant's Subleasehold estate hereunder, subject, however, to the terms, provisions and obligations of this sublease and the Proprietary Lease.

44. The Owner hereby expressly covenants, represents and warrants that (i) he will not seek to modify the Certificate of Occupancy in any way that would curtail or interfere with the ~~use of Permitted Use~~; (ii) that the HVAC, electrical, air-conditioning and plumbing will be in working order the demised at the time of delivery of possession to Tenant; (iii) that Owner has the full right, power and authority premises as to enter into this Lease; (iv) that the prior written consent of 160 Madison Avenue Owners Corp. and an office; 160 Madison Avenue Owners Company are not required for Tenant to occupy the demised premises; and (v) that the demised premises, to the best of owner's knowledge, is in full compliance with all local laws of the City of New York. The Owner makes these covenants, warranties and representations knowing that the Tenant is entering into this sublease in reliance thereon and that such covenants, warranties and representations are the essence of this sublease.



CLAUDE SIMON, Landlord & Proprietary Lessee

Dated:

3/11/08, 2008

  
TRIPOLOGY, INC.  
by: Chinedu Echoru

## Tripology.com Lease Payment Breakdown

**Year 1** - **\$8,125.00**  
**Year 2** - **\$8,450.00 (with 4% increase)**

February 2008	-	*\$7,004.25	February 2009	-	\$8,450.00
March 2008	-	\$8,125.00	March 2009	-	\$8,450.00
April 2008	-	\$8,125.00	April 2009	-	\$8,450.00
May 2008	-	\$8,125.00	May 2009	-	\$8,450.00
June 2008	-	\$8,125.00	June 2009	-	\$8,450.00
July 2008	-	\$8,125.00	July 2009	-	\$8,450.00
August 2008	-	\$8,125.00	August 2009	-	\$8,450.00
September 2008	-	\$8,125.00	September 2009	-	\$8,450.00
October 2008	-	\$8,125.00	October 2009	-	\$8,450.00
November 2008	-	<b>Concession</b>	November 2009	-	\$8,450.00
December 2008	-	<b>Concession</b>	December 2009	-	\$8,450.00
January 2009	-	<b>Concession</b>	January 2010	-	\$8,450.00
February 2010	-	\$8,450.00			
March 2010	-	\$8,450.00			
April 2010	-	\$8,450.00			

**Security is \$25,350.00 (3 months @ \$8,450.00)**

**Security must be presented as Certified Bank Check**

**\*Paid Already**

Debra Lemo

Chris Lemo