

LEASE AGREEMENT FOR COMMERCIAL PURPOSES, NEW YORK

THIS LEASE, dated ____, ____, is between ____ ____ ____ ("Landlord"), of in the City of ____, County of ____, State of New York, and ____, a _____ corporation ("Tenant").

1. Demised Premises: Landlord, for and in consideration of the covenants contained in this Lease and made on the part of Tenant, does hereby demise and lease unto Tenant, and Tenant does hereby lease from Landlord, a portion of the building and land which is located in the City of ____, County of ____, State of New York, more particularly described in Exhibit A, (with the easements and appurtenances described below collectively referred to as "Demised Premises"). The Demised Premises consist of a ground floor space having a frontage of ____ feet fronting on ____, having a depth of not less than ____ feet, and having a total area of not less than ____ square feet (all such lengths measured from the inside or interior walls of such building.) The Demised Premises are more particularly described in the building plan attached to this Lease as Exhibit B. If tenant has the Demised Premises surveyed, then, at Tenant's option, the parties shall execute a recordable amendment by which a survey description shall be inserted in lieu of the description contained in Exhibit B, but Tenant shall not be obligated to lease less than is described above.

Together with all common ways and areas within the building of which the Demised Premises form a part, and together with easements in such areas of the building as Tenant may require for incinerator or trash purposes, for loading and unloading Tenant's supplies through the front and rear of the building, for venting Tenant's equipment (both inside and outside of the building), and for the installation, repair and maintenance of Tenant's utility lines and HVAC systems, with access to such lines and equipment, on the roof and elsewhere, throughout the term and any extension of this Lease. The common areas and other areas of the building referred to above shall be made available for Tenant's use and shall not be altered or modified by Landlord without the consent of Tenant, which consent shall not be unreasonably withheld or delayed.

2. Lease Term: Tenant shall have and hold the Demised Premises for a term commencing on the date of the last execution of this Lease and ending ____ years from the date upon which the business referred to in this Lease is opened to the public. When the term of this Lease is ascertainable and specifically fixed, or otherwise agreed to by Landlord and Tenant, Landlord and Tenant shall enter into a supplement, suitable for recording, which shall specify the actual date for the expiration of the original term of this Lease and for the commencement of accrual of rent payable by Tenant. If Landlord fails to execute and return the supplement within fifteen (15) days after delivery to Landlord, Tenant may execute the supplement on behalf of Landlord and Landlord hereby appoints Tenant as its attorney-in-fact for such purpose.

3. Rent: Tenant, in consideration of the covenants made by Landlord, covenants and agrees to pay to Landlord as rent for the Demised Premises the sums as specified in the Rent Schedule attached as Exhibit C and made a part hereof.