

RIDER attached to and forming a part of the Lease,
dated as of December _____, 2023, between
99 BOWERY LLC,
Owner,
and
Ling Yan Jiang, P.A., P.C. d/b/a Century Dermatology_,
Tenant,
with respect to certain ground floor retail space and basement space in the building at
99 Bowery, New York. New York (the "Building")

IN THE EVENT OF ANY CONFLICT BETWEEN PROVISIONS CONTAINED IN THE
PRINTED FORM OF THIS LEASE AND ANY RIDER PROVISION, THE TERMS OF THE
APPLICABLE RIDER PROVISION WILL GOVERN AND CONTROL.

40. TERM; RENT:

A. Term. The term of this Lease (the "Term" or "term") shall commence on the Commencement Date and the Term shall end on the Expiration Date, unless sooner terminated as herein provided. After the determination of the Commencement Date, and at Owner's request, Tenant agrees, upon demand of Owner, to execute, acknowledge and deliver to Owner an instrument, in form satisfactory to Owner, setting forth the Commencement Date, the Rent Commencement Date and the Expiration Date hereof.

B. Rent. Tenant shall pay to Owner base rent ("Base Rent") without notice or demand, and without setoff or deduction, by counterclaim or otherwise, in lawful money of the United States which shall be legal tender in the payment of all debts and dues, by check drawn on a bank or trust company having an office in New York City, at the office of Owner or such other place as Owner may designate, in equal monthly installments, in advance, on the first day of each month as follows:

(1) for the period commencing on the Commencement Date through and including the day immediately preceding the date on which the first (1st) anniversary of the Commencement Date shall occur, One Hundred Forty-Four Thousand and 00/100 (\$144,000.00) Dollars per annum, payable in equal monthly installments of Twelve Thousand and 00/100(\$12,000.00) Dollars each;

(2) for the period commencing on the date on which the first (1st) anniversary of the Commencement Date shall occur through and including the day immediately preceding the date on which the second (2nd) anniversary of the Commencement Date shall occur, One Hundred Forty-Eight Thousand Three Hundred Twenty and 00/100 (\$148,320.00) Dollars per annum, payable in equal monthly installments of Twelve Thousand Three Hundred Sixty and 00/100 (\$12,360.00) Dollars each;

(3) for the period commencing on the date on which the second (2nd) anniversary of the Commencement Date shall occur through and including the day immediately preceding the date on which the third (3rd) anniversary of the Commencement Date shall occur, One Hundred Fifty-Two Thousand Seven Hundred Sixty-Nine and 60/100 (\$152,769.60) Dollars per annum, payable in equal monthly installments of Twelve Thousand Seven Hundred Thirty and 80/100 (\$12,730.80) Dollars each;

(4) for the period commencing on the date on which the third (3rd) anniversary of the Commencement Date shall occur through and including the day immediately preceding the date on which the fourth (4th) anniversary of the Commencement Date shall occur, One Hundred Sixty-Nine Thousand Three Hundred Fifty-Two and 64/100 (\$169,352.64) Dollars per annum, payable in equal monthly installments of Fourteen Thousand One Hundred Twelve and 72/100 (\$14,112.72) Dollars each;

(5) for the period commencing on the date on which the fourth (4th) anniversary of the Commencement Date shall occur through and including the day immediately preceding the date on which the fifth (5th) anniversary of the Commencement Date shall occur, One Hundred Seventy-Four Thousand Four Hundred Thirty-Three and 22/100 (\$174,433.22) Dollars per annum, payable in equal monthly installments of Fourteen Thousand Five Hundred Thirty-Six and 10/100 (\$14,536.10) Dollars each;

(6) for the period commencing on the date on which the fifth (5th) anniversary of the Commencement Date shall occur through and including the day immediately preceding the date on which the sixth (6th) anniversary of the Commencement Date shall occur One Hundred Seventy-Nine Thousand Six Hundred Sixty-Six and 22/100 (\$179,666.22) Dollars per annum, payable in equal monthly installments of Fourteen Thousand Nine Hundred Seventy-Two and 19/100 (\$14,972.19) Dollars each;

(7) for the period commencing on the date on which the sixth (6th) anniversary of the Commencement Date shall occur through and including the day immediately preceding the date on which the seventh (7th) anniversary of the Commencement Date shall occur, One Hundred Eighty-Five Thousand Fifty-Six and 21/100 (\$185,056.21) Dollars per annum, payable in equal monthly installments of Fifteen Thousand Four Hundred Twenty-One and 35/100 (\$15,421.35) Dollars each;

(8) for the period commencing on the date on which the seventh (7th) anniversary of the Commencement Date shall occur through and including the day immediately preceding the date on which the eighth (8th) anniversary of the Commencement Date shall occur, One Hundred Ninety Thousand Six Hundred Seven and 90/100 (\$190,607.90) Dollars per annum, payable in equal monthly installments of Fifteen Thousand Eight Hundred Eighty-Three and 99/100 (\$15,883.99) Dollars each;

(9) for the period commencing on the date on which the eighth (8th) anniversary of the Commencement Date shall occur through and including the day immediately preceding the date on which the ninth (9th) anniversary of the Commencement Date shall occur, One Hundred Ninety-Six Thousand Three Hundred Twenty-Six and 14/100 (\$196,326.14) Dollars per annum, payable in equal monthly installments of Sixteen Thousand Three Hundred Sixty and 51/100 (\$16,360.51) Dollars each;

(10) for the period commencing on the date on which the ninth (9th) anniversary of the Commencement Date shall occur through and including the day immediately preceding the date on which the tenth (10th) anniversary of the Commencement Date shall occur, Two Hundred Two Thousand Two Hundred Fifteen and 92/100 (\$202,215.92) Dollars per annum, payable in equal monthly installments of Sixteen Thousand Eight Hundred Fifty-One and 33/100 (\$16,851.33) Dollars each; and

(11) for the period commencing on the date on which the tenth (10th) anniversary of the Commencement Date shall occur through and including the Expiration Date,

Two Hundred Eight Thousand Two Hundred Eighty-Two and 40/100 (\$208,282.40) Dollars per annum, payable in equal monthly installments of Seventeen Thousand Three Hundred Fifty-Six and 87/100 (\$17,356.87) Dollars each.

C. Additional Rent. Tenant shall also pay additional rent ("additional rent"), consisting of all other sums of money or charges as shall become due from and be payable by Tenant under this Lease; the default in the payment of which shall afford Owner the same remedies as for the default in the payment of Base Rent hereunder. The Base Rent and such additional rent are hereinafter collectively referred to as the "Rent".

D. Rent Credit. Notwithstanding anything to the contrary hereinabove set forth, provided this Lease is in full force and effect and Tenant is not in default hereunder, Tenant shall be entitled to a credit against the Base Rent in the aggregate amount of One Hundred Twenty Thousand and 00/100 (\$120,000.00) Dollars applied as follows: (i) for the period commencing on the Commencement Date through and including the day immediately preceding the six (6) month anniversary of the Commencement Date (the "First Abatement Period") an amount equal to Seventy-Two Thousand and 00/100 (\$72,000.00) Dollars applied against the monthly Base Rent due for each of the six (6) months in the First Abatement Period in the amount of Twelve Thousand and 00/100 (\$12,000.00) Dollars per month (i.e. Tenant shall not be required to pay any monthly Base Rent in the First Abatement Period), (ii) for the period commencing on the twelve (12) month anniversary of the Commencement Date through and including the day immediately preceding the fourteen (14) month anniversary of the Commencement Date (the "Second Abatement Period") an amount equal to Twenty-Four Thousand and 00/100 (\$24,000.00) Dollars applied against the monthly Base Rent for each of the two (2) months in the Second Abatement Period in the amount of Twelve Thousand and 00/100 (\$12,000.00) Dollars each (i.e. – Tenant pays \$360.00 as monthly Base Rent for each of the two months in the Second Abatement Period), and (iii) for the period commencing on the twenty-four (24) month anniversary of the Commencement Date through and including the day immediately preceding the twenty-six (26) month anniversary of the Commencement Date (the "Third Abatement Period") an amount equal to Twenty-Four Thousand and 00/100 (\$24,000.00) Dollars applied against the monthly Base Rent for each of the two (2) months in the Third Abatement Period in the amount of Twelve Thousand and 00/100 (\$12,000.00) Dollars each (i.e. – Tenant pays \$730.80 as monthly Base Rent for each of the two (2) months in the Third Abatement Period. The foregoing rent credit shall be null and void "ab initio" if Owner at any time terminates this Lease or re-enters or repossesses the demised premises on account of any default of Tenant under this Lease, and Owner shall be entitled to recover from Tenant, in addition to all other amounts Owner is entitled to recover, the aggregate amount of the rent credit herein provided for. Notwithstanding the foregoing, all additional rent due under this Lease shall be payable in full during the First Abatement Period, the Second Abatement Period and the Third Abatement Period.

E. Renewal Option.

(i) Tenant shall have the right, at its sole option, to renew the Term for the entire Premises for a single renewal term (the "Renewal Term") of five (5) years by delivering written notice to Owner (the "Renewal Notice") not less than nine (9) months prior to the Expiration Date; subject, however, to the conditions that (a) no Event of Default shall exist on the date the Renewal Notice is given or on the Renewal Term Commencement Date (as hereinafter defined), unless same is waived in writing by Owner, and (b) Tenant shall not have assigned this Lease, or subleased all or any portion of the Premises. Upon

the giving of the Renewal Notice, this Lease shall be deemed renewed for the Renewal Term with the same force and effect as if the Renewal Term had originally been included in the Term. The Renewal Term shall commence on the day after the Expiration Date (the "Renewal Term Commencement Date") and shall expire on the fifth (5th) anniversary of the Expiration Date. Time shall be of the essence with respect to Tenant's giving of the Renewal Notice.

(ii) All of the terms, covenants and conditions of this Lease shall continue in full force and effect during the Renewal Term, except that (a) the Base Rent shall be in an amount equal to the greater of (i) the fair market value of the Premises (determined as provided in clause (iii) below) or (ii) one hundred three percent (103%) of the Base Rent and additional rent payable by Tenant for the year immediately preceding such Renewal Term, and (b) Tenant shall have no further right to renew the Term. Any termination, cancellation or surrender of the entire interest of Tenant under this Lease at any time during the Term shall terminate any right of renewal of Tenant hereunder.

(iii) For purposes of determining the Base Rent payable during the Renewal Term, the fair market value of the Premises (the "Fair Market Value") shall be the fair market annual rental value of the Premises upon the commencement of the Renewal Term, as determined by Owner based on direct lease transactions for comparable space in comparable buildings in the Bowery/Chinatown area of Manhattan. The calculation of the Fair Market Value shall take into account all relevant factors. Owner shall respond to Tenant's Renewal Notice by delivery to Tenant within thirty (30) days following Tenant's timely delivery of the Renewal Notice, Owner's determination of the Fair Market Value, provided, however, Owner shall not be bound by such determination in any dispute by Tenant of Fair Market Value pursuant to clause (iv) below.

(iv) If Tenant shall dispute Owner's determination of Fair Market Value pursuant to clause (iii) above, Tenant shall give notice to Owner of such dispute within ten (10) days of Tenant's receipt of Owner's determination, and such dispute shall be determined by a single arbitrator appointed in accordance with the American Arbitration Association Real Estate Valuation Arbitration Proceeding Rules. The arbitrator shall be impartial and shall have not less than then (10) years' experience in the County of New York in a calling related to the leasing of commercial retail space in buildings comparable to the Building, and the fees of the arbitrator shall be shared equally by Owner and Tenant. Within 15 days following the appointment of the arbitrator, Owner and Tenant shall attend a hearing before the arbitrator at which each party shall submit a report setting forth its determination of the Fair Market Value of the Premises for the Renewal Term, together with such information on comparable rentals in direct lease transactions, and such other evidence as such party shall deem relevant. The arbitrator shall, within thirty (30) days following such hearing and submission of evidence, render his or her decision by selecting the determination of Fair Market Value submitted by either Owner or Tenant which, in the judgment of the arbitrator, most nearly reflects the Fair Market Value of the Premises for the Renewal Term. The arbitrator shall have no power or authority to select any Fair Market Value other than a Fair Market Value submitted by Owner or Tenant, and the decision of the arbitrator shall be final and binding upon Owner and Tenant.

Prior to the determination of the arbitrator, Tenant shall pay Base Rent in the amount equal to Owner's determination of Fair Market Value submitted to Tenant pursuant to clause (iii) and Additional Rent in accordance with the terms of this Lease, and following the arbitrator's final determination, the amount of any overpayment or underpayment shall be adjusted between the parties.

(v) Upon request by Owner or Tenant made on or following the Renewal Term Commencement Date, Owner and Tenant will mutually execute, acknowledge and deliver an amendment to this Lease setting forth the Renewal Term Commencement Date, the Base Rent for the Renewal Term, and the Renewal Term Expiration Date. The failure of either party to execute and deliver such an amendment shall not affect the rights or the parties under this Lease.

(vi) The option to extend the Term for the Renewal Term described in this Article is personal to the Tenant originally named herein and shall not be available to any tenant other than Tenant originally named herein

41. FURTHER PROVISIONS AS TO PAYMENT OF RENT:

A. Apportionment. If the Commencement Date shall occur on a date other than the first day of a calendar month, the Base Rent installment for such calendar month shall be prorated on a per diem basis and Owner shall credit the excess amount paid on the execution of this Lease for the payment of Base Rent for the next succeeding calendar month.

B. Uncollectibility. If the Base Rent or any additional rent shall be or become uncollectible, reduced or required to be refunded by virtue of any law, governmental order or regulation, or direction of any public officer or body pursuant to law, Tenant shall enter into such agreement or agreements and take such other action as Owner may request, as may be legally permissible, to permit Owner to collect the maximum base rent and additional rent which may from time to time during the continuance of such rent restriction be legally permissible, but not in excess of the amounts of Base Rent or additional rent payable under this Lease. Upon the termination of such rent restriction, (1) the Base Rent and additional rent, after such termination, shall become payable under this Lease for the period following such termination, and (2) Tenant shall pay to Owner, to the maximum extent legally permissible, an amount equal to (y) the Base Rent and additional rent which would have been paid pursuant to this Lease, but for such rent restriction, less (z) the Base Rent and additional rent paid by Tenant to Owner during the period that such rent restriction was in effect.

C. Application. If Owner receives from Tenant any payment less than the sum of the Base Rent and additional rent due and owing pursuant to this Lease, Tenant hereby waives its right, if any, to designate the items to which such payment shall be applied and agrees that Owner in its sole discretion may apply such payment in whole or in part to any Base Rent, any additional rent or to any combination thereof then due and payable hereunder

42. ADDITIONAL RENT:

A. Defined Terms. As used in this Article 42, Owner and Tenant agree as follows:

(1) "Taxes" shall mean the aggregate amount of real estate taxes and any special or other assessments (exclusive of penalties and interest thereon) imposed upon the Building and/or the plot of land thereunder (the "Real Property") and also any real estate taxes or assessments imposed in connection with the receipt of income or rents from the Building to the extent that same shall be in lieu of all or a portion of the aforesaid taxes or assessments, or additions or increases thereof (including, without limitation, (a) assessments made upon or with respect to any "air rights", (b) assessments made in connection with any applicable business improvement district and (c) any assessments levied after the date of this Lease for public benefits to the Real Property or the Building provided, that if because of any change in the taxation of real estate, any other tax or assessment (including, without limitation, any occupancy, gross receipts, rental, income, franchise, transit or other tax) is imposed upon Owner or the owner of the Real Property or the Building, or the occupancy, rents or income therefrom, in substitution for or in addition to, any of the foregoing Taxes, such other tax or assessment shall be deemed part of the Taxes. With respect to any Comparison Year (as hereinafter defined) all expenses, including attorneys' fees and disbursements, experts' and other witnesses' fees, incurred in contesting the validity or amount of any Taxes or in obtaining a refund of Taxes shall be considered as part of the Taxes for such year.

(2) "Assessed Valuation" shall mean the amount for which the Real Property is assessed pursuant to applicable provisions of the New York City Charter and of the Administrative Code of the City of New York for the purpose of imposition of Taxes.

(3) "Tax Year" shall mean the period July 1 through June 30 (or such other period as hereinafter may be duly adopted by the City of New York as its fiscal year for real estate tax purposes).

(4) "Base Taxes" shall mean the Taxes payable for the Base Tax Year.

(5) Intentionally Deleted.

(6) "Base Tax Year" shall mean the Tax Year commencing on July 1, 2023 and ending on June 30, 2024.

(7) Intentionally Deleted.

(8) "Comparison Year" shall mean any Tax Year subsequent to the Base Tax Year for any part or all of which there is additional rent payable pursuant to subsection B of this Article 42.

(9) "Owner's Statement" shall mean an instrument or instruments setting forth the additional rent payable pursuant to the provisions of this Article 42.

(10) Intentionally Deleted.

(11) "Tenant's Proportionate Share" shall mean thirty percent (30%).

B. Tenant's Share of Taxes. In addition to the Base Rent, if the Taxes payable for any Comparison Year (any part or all of which falls within the Term) shall represent an increase above the Base Taxes, then for such Comparison Year and continuing thereafter until a new Owner's Statement is rendered to Tenant, Tenant shall pay Tenant's Proportionate Share of such increase as additional rent hereunder. The Taxes shall be initially computed on the basis of the

Assessed Valuation in effect at the time Owner's Statement is rendered (as the Taxes may have been settled or finally adjudicated prior to such time) regardless of any then pending application, proceeding or appeal respecting the reduction of any such Assessed Valuation, but shall be subject to subsequent adjustment as provided in subsection D(1) of this Article 42.

C. Intentionally Deleted.

D. Payment of Escalations.

(1) At any time prior to, during or after any Comparison Year, Owner shall render to Tenant, either in accordance with the notice provisions of this Lease or by personal delivery at the demised premises, an Owner's Statement or Statements showing (i) a comparison of the Taxes payable for the Comparison Year in question with the Base Taxes, and (ii) the amount of the additional rent resulting from such comparison. Owner's failure to render an Owner's Statement and/or receive payments with respect thereto during or with respect to any Comparison Year shall not prejudice Owner's right to render an Owner's Statement and/or to receive payments with respect thereto during or with respect to any subsequent Comparison Year, and shall not eliminate or reduce Tenant's obligation to pay additional rent pursuant to this Article 42 for such Comparison Year. Owner may also at any time and from time to time, furnish to Tenant a revised Owner's Statement or Statements showing Tenant's Proportionate Share of Taxes payable for any Comparison Year.

(2)

(a) With respect to any additional rent payable as a result of an increase in the Taxes for any Comparison Year above the Base Taxes, Tenant shall pay to Owner a sum equal to one-twelfth (1/12th) of the additional rent attributable to Tenant's Proportionate Share of Taxes commencing on the first (1st) day of the first Comparison Year and on the first (1st) day of each calendar year thereafter occurring during the Term of this Lease, payable together with the monthly installments of the Rent coming due and payable hereunder; provided however, Owner reserves the right to require Tenant to pay Tenant's Proportionate Share of Taxes for any Comparison Year in full or in semi-annual, quarterly or other installments. If an Owner's Statement shall be furnished to Tenant after the commencement of the Tax Year to which it relates, then (i) until an Owner's Statement is rendered for such Tax Year, Tenant shall pay Tenant's Proportionate Share of Taxes for such Tax Year in monthly installments, as described above, based upon the last prior Owner's Statement rendered to Tenant, and (ii) Tenant shall, within ten (10) days after Owner's Statement is furnished to Tenant, pay to Owner an amount equal to any underpayment of Taxes theretofore paid by Tenant for such Tax Year and, in the event of an overpayment by Tenant, Owner shall permit Tenant to credit against subsequent payments of additional rent under this subsection (C)(2) of this Article 42 the amount of such overpayment. If during the Term of this Lease, Taxes are required to be paid (either to the appropriate taxing authorities or as tax escrow payments to a mortgagee or ground lessor) in full or in monthly, quarterly or other installments, on any other date or dates than as presently required, then, at Owner's option, Tenant's Proportionate Share with respect to Taxes shall be correspondingly accelerated or revised so that Tenant's Proportionate Share is due at least thirty (30) days prior to the date payments are due to the taxing authorities or the superior mortgagee or ground lessor, as the case may be. The benefit of any discount for any early payment or prepayment of Taxes shall accrue solely to the benefit of Owner, and such discount shall not be subtracted from Tenant's Proportionate Share of such Taxes.

(b) Intentionally Deleted.

(3) Following each Owner's Statement, a reconciliation shall be made as follows: if the amount paid by Tenant exceeds the actual amount due for the applicable Comparison Year, the overpayment shall, at Owner's election, be credited to Tenant's next accruing monthly installment of additional rent payable pursuant to this Article 42 or refunded to Tenant. Otherwise, if the amount paid by Tenant shall be less than the actual amount due, Tenant shall pay the difference to Owner within thirty (30) days after receipt of Owner's request therefor.

E. Adjustments.

(1) In the event that, after an Owner's Statement has been sent to Tenant, an Assessed Valuation which had been utilized in computing the Taxes for a Comparison Year is reduced (as a result of settlement, final determination of legal proceedings or otherwise), and as a result thereof a refund of Taxes is actually received by or on behalf of Owner, then, promptly after receipt of such refund, Owner shall send Tenant a statement adjusting the Taxes for such Comparison Year (taking into account all expenses, including attorneys' fees and disbursements, experts' and other witnesses' fees, incurred in contesting the validity or amount of any Taxes or in obtaining a refund of Taxes) and setting forth Tenant's Proportionate Share of such refund and Tenant shall be entitled to receive Tenant's Proportionate Share of such refund by way of a credit against the installments of additional rent next becoming due after the sending of such statement; provided, however, that Tenant's Proportionate Share of such refund shall be limited to the amount, if any, which Tenant had theretofore paid to Owner as additional rent for such Comparison Year on the basis of the Assessed Valuation before it had been reduced.

(2) In the event that, after an Owner's Statement has been sent to Tenant, the Assessed Valuation which had been utilized in computing the Base Taxes is reduced (as a result of settlement, final determination of legal proceedings or otherwise) then, and in such event: (a) the Base Taxes shall be retroactively adjusted to reflect such reduction, (b) the monthly (or other) installment of additional rent that is payable shall be adjusted accordingly and (c) all retroactive additional rent resulting from such retroactive adjustment shall be forthwith payable when billed by Owner. Owner promptly shall send to Tenant a statement setting forth the basis for such retroactive adjustment and additional rent payments.

(3) Any Owner's Statement sent to Tenant shall be conclusively binding upon Tenant, unless Tenant shall (a) timely pay to Owner the amount set forth in such statement, without prejudice to Tenant's right to dispute the same, and (b) within fifteen (15) days after such statement is sent, send a written notice to Owner objecting to such statement and specifying the particular respects in which such statement is claimed to be incorrect.

(4) Anything in this Article 42 to the contrary notwithstanding, under no circumstances shall the rent payable under this Lease be less than the Base Rent set forth in Article 40 hereof.

(5) The expiration or termination of this Lease during any Comparison Year for any part or all of which there is an adjustment of additional rent payable by, or to be credited to, Tenant, under this Article 42 shall not affect the rights or obligations of the parties hereto respecting such adjustment and any Owner's Statement relating thereto may be sent to Tenant subsequent to, and all such rights and obligations shall survive, any such expiration or termination. Any payments due from Tenant under such Owner's Statement shall be payable within twenty (20) days after such statement is sent to Tenant.

F. Capital Improvements. If any capital improvement is made to the Real Property during any calendar year during the Term in compliance with requirements of any Federal, state or local law or governmental regulation that is either (i) enacted after the date hereof or (ii) enforced in a materially different manner than on the date of this Lease, and which law or regulation is applicable to the Building or Premises by reason of the use of the Premises for the uses permitted hereunder whether or not such law or regulation is valid or mandatory, then Tenant shall pay to Owner monthly, with each installment of Base Rent, an amount equal to Tenant's Proportionate Share of the reasonable annual amortization based on the useful life of such, with interest, of the cost of such improvement in each calendar year during the Term during which such amortization occurs.

43. AS-IS POSSESSION, CONDITION OF THE DEMISED PREMISES:

A. Acceptance by Tenant. Tenant acknowledges that it has examined the demised premises and agrees to accept possession of the demised premises in the condition and state of repair which shall exist on the Commencement Date "as is", and further agrees that Owner shall have no obligation to perform any work or make any installations in order to prepare the demised premises for Tenant's occupancy. The taking of possession of the demised premises by Tenant shall be conclusive evidence as against Tenant that, at the time such possession was so taken, the demised premises and the Building were in good and satisfactory condition.

B. Tenant's Initial Alteration. At Tenant's sole expense, Tenant shall perform or cause the performance of Alterations in and to the demised premises to promptly prepare the same for the operation of Tenant's business therein ("Tenant's Initial Alteration") and in accordance with all other terms, conditions and provisions contained in this Lease including, without limitation, Schedules A, B and C annexed hereto and made a part hereof. Tenant covenants and agrees to use diligent efforts to complete Tenant's Initial Alteration in accordance with accepted plans and specifications as promptly as possible and thereafter open for business to the public fully fixtured, stocked and staffed as promptly as possible. Tenant acknowledges that the foregoing covenant is a material inducement for Owner to enter into this Lease.

C. Possession. Owner shall not be liable for failure to give possession of the demised premises to Tenant on any specific date and the validity of this Lease shall not be impaired under such circumstances, nor shall the same be construed to extend the term of this Lease, except that base rent and additional rent shall be abated until possession of the Premises shall be delivered to Tenant. Owner shall be deemed to have delivered possession of the Premises to Tenant and Tenant shall be deemed to have accepted possession of the Premises from Owner on the Commencement Date. There shall be no postponement of the Commencement Date (or the Rent Commencement Date) for any delay in the delivery of possession of the Premises to Tenant which results from any neglect, failure or omission of Tenant or its agents, employees, contractors and subcontractors (each, a "Tenant Delay"). The provisions of this Section 2.2 are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law or any successor Requirements, which shall be inapplicable hereto, and Tenant hereby waives any right to rescind this Lease which Tenant might otherwise have thereunder.

44. ADDENDUM TO ARTICLE 2 (OCCUPANCY):

A. Permitted Use. Subject to and in accordance with the terms and conditions of this Lease and all applicable laws, Tenant shall use the demised premises solely as a medical office offering dermatological services only with the manner of use and operation of business

thereof being consistent with the current manner of use and operation of the medical offices operated as "Century Dermatology" in Brooklyn and Staten Island (the "Benchmark Standard") on the Commencement Date (the "Permitted Use") and for no other use or purpose provided however that notwithstanding anything contained herein to the contrary, in event may Tenant use the Premises for any non-medical use. Notwithstanding the foregoing, Tenant shall obtain Owner's prior written consent if Tenant elects to broaden or change the type of medical services offered at the Premises such that the medical services offered at the Premises included services other than dermatological services which consent shall not be unreasonably withheld provided that, in Owner's sole discretion, said change in medical services or additional medical services Tenant seeks to offer at the Premises (a) shall not adversely affect or impact the residential nature of the Building and is in keeping with the standards of the Building considering the residential nature of the Building, (b) shall not result in the use, manufacture, release, generation, or disposal of any Hazardous Materials, (c) shall be permitted under, and shall not require any change to, the certificate of occupancy for the Building, (d) shall not adversely affect the Building or increase Owner's expenses in connection therewith (e.g. increased insurance or taxes), and (e) will not require any special installations other than the ones that were initially installed as part of Tenant's Initial Alteration and approved by Owner. Tenant recognizes and acknowledges that this use provision is a material inducement for Owner to enter into this Lease and that the violation of this provision shall be deemed a material default hereunder. The Permitted Use shall not have an adverse effect on the Building, any of the Building services or the use, management or operation of the Building or any portion thereof other than to an immaterial extent. Tenant acknowledges and agrees that Owner has made no representations or warranties about the demised premises or the Building, including, without limitation, the use of the demised premises for the Permitted Use or otherwise as set forth in this Lease, including, without limitation, the feasibility or legality of use thereof for any purpose. Tenant agrees to operate its business in the demised premises under the trade name of "Century Dermatology" ("Tenant's Trade Name") or such other name as may be adopted by Tenant in accordance with the express terms of this Lease. Tenant shall not change or modify Tenant's Trade Name or the advertised name or character of the business operated in the demised premises without the prior written consent of Owner which consent shall not be required in connection with a requested trade name change that is the same as all of Tenant's other locations currently operating under the trade name "Century Dermatology" in New York City, provided however that if there are less than three (3) locations in New York City operating under the "Century Dermatology" trade name then Owner's prior written consent shall be required which shall not be unreasonably withheld. Notwithstanding anything contained herein to the contrary, in no event shall any trade name use by Tenant at the Premises adversely affect the status of the Building in Owner's sole judgment, including, without limitation, the certificate of occupancy of the Building or invoke any non-medical use.

B. Additional Use Covenants. Tenant shall, throughout the Term of this Lease, operate the business located at the demised premises in a dignified, first-rate and reputable manner and in a manner which shall not detract from the character or appearance of the Building. Accordingly, Tenant shall (1) continuously and uninterruptedly occupy and use, during the Term, the entire demised premises for the Permitted Use and conduct Tenant's business therein in a reputable manner; (2) at a minimum, remain open for business on Mondays through Fridays during normal business hours; (3) maintain quality displays in the display windows, if any; (4) keep and maintain the demised premises and Tenant's personal property and signs therein or thereon and the exterior and interior portions of all windows, doors and all glass or plate glass in a neat, clean, sanitary and safe condition; (5) clean the inside and outside of the storefronts whenever necessary, in the reasonable judgment of Owner; and (6) apply for, secure, maintain and comply with all licenses or permits which may be required for the conduct by Tenant of the Permitted Use and to pay, if, as and when due all license and permit fees and charges of a similar

nature in connection therewith and provide Owner with copies thereof upon request. Further, Tenant covenants and agrees that at all times (a) the kind and quality of merchandise, goods and services offered in the demised premises, and the conduct of Tenant's business therein will be first class and reputable in every respect, (b) the sales methods employed in said business, as well as all other elements of merchandising, will be dignified and in conformity with the highest business dealing in the same or similar merchandise, goods and services or conducting a similar type of business, and (c) the appearance of the demised premises (including the lighting and other appurtenances thereto), the appearance and deportment of all personnel employed therein, and the appearance, number, location, nature and subject matter of all displays and exhibits placed or installed in or about the demised premises (if visible outside the demised premises), and of any sign, lettering, announcement or any other kinds or forms of inscriptions displayed in or about the demised premises (if visible outside the demised premises) will be consistent with and comparable to the standards of appearance, decor and operation of the Benchmark Standard and/or standards of appearance reasonably established by Owner for the Building. If Owner shall reasonably determine that Tenant's business operation is not consistent and in harmony with the Benchmark Standard and/or standards of appearance reasonably established by Owner for the Building, Tenant shall immediately comply with Owner's requirements to remedy such deficiencies as to which Owner shall give Tenant written notice (which remedy shall not limit or be in lieu of any other remedies which Owner may have under this Lease for such default by Tenant). In no event shall Tenant commence to conduct or continue to conduct business from the Premises without complying with all legal requirements, including, without limitation, final signoffs or the equivalent on all building permits for any of Tenant's Alterations and all necessary permits and licenses required to operate Tenant's business from the demised premises for the Permitted Use.

C. Continuous Operations. Tenant acknowledges that the continuous use covenant set forth in Subsection B of this Article 44 is a material inducement for Owner to enter into this Lease with Tenant and the damage to Owner resulting from such failure, whether due to diminished value, safety, saleability, or mortgageability or adverse publicity or appearance or otherwise will be impossible to accurately measure. Tenant therefore agrees that if Tenant shall (1) vacate, abandon or desert the demised premises or (2) cease operating or conducting its business therein in accordance with the terms of this Lease (except during any period the demised premises are rendered untenable by reason of fire, casualty, permitted repairs or alterations (not to exceed sixty (60) days in the aggregate), then and in any of such events (hereinafter collectively referred to as "failure to do business"), Owner shall have the right, in the exercise of its sole discretion, to treat such failure to do business as an offer by Tenant to cancel this Lease, exercisable upon ten (10) days notice to Tenant. In the event Owner exercises such option, neither party hereto shall have any rights, estates, liabilities or obligations under this Lease for the period accruing after the date of cancellation, except those which, by the provisions of this Lease expressly survive the expiration or termination of the term of this Lease and this Lease and the term and estate hereby granted (unless the same shall have expired sooner pursuant to any of the conditions of limitation or other provisions of this Lease or pursuant to law) shall terminate on the date set forth in the Owner's notice with the same effect as if such date were the date hereinbefore specified for the expiration for the term of this Lease, whereupon (x) the Base Rent, additional rent and all other charges payable hereunder shall be apportioned as of the date of the cancellation, and (y) neither party hereto shall have any rights, estates, liabilities or obligations under this Lease for the period accruing after the date of cancellation, except those which, by the provisions of this Lease, expressly survive the expiration or termination of this Lease. At Owner's election, Owner and Tenant shall enter into a written agreement reflecting the cancellation of this Lease upon the terms provided for herein. No closing shall relieve Tenant from the obligation to pay Rent accruing under this Lease, except as expressly otherwise set forth

in this Lease. Tenant acknowledges that the foregoing offer exercisable by Owner shall not be constructed as limiting any of Owner's rights and remedies under this Lease at law or in equity, in the event Tenant is otherwise in default under this Lease beyond applicable notice and grace periods at the time such failure to do business occurs. No abandonment, desertion, vacating or closing of the demised premises shall relieve Tenant from the obligation to pay Rent accruing under this Lease except to the otherwise expressly provided for herein.

D. Use Prohibitions. The Permitted Use shall not include, and Tenant shall not use, or permit the use of the demised premises or any part thereof for: (1) the sale of wine, ale, beer or other alcoholic beverages; (2) demonstrations to the public, or as a restaurant or bar, or for the sale of candy, food, cigarettes, cigars, tobacco, newspapers, magazines, beverages or similar items, or for the preparation, dispensing or consumption of food or beverages in any manner whatsoever; (3) manufacturing, printing or electronic data processing, except for the operation of normal business office equipment and machines for Tenant's own requirements, as distinguished from operation for commercial hire or for the sale of products or services to others; (4) the rendition of medical, dental or other diagnostic or therapeutic services other than to the extent expressly permitted herein by the named Tenant for the Permitted Use which shall be permissible subject to the applicable terms of this Lease; (5) the conduct or maintenance of any gambling or gaming activities or any political activities or any club activities, whether private or public, or a school of any kind or an employment or placement agency; (6) the offices or business of a governmental or quasi-governmental bureau, department or agency, foreign or domestic, including an autonomous governmental corporation or diplomatic or trade mission, (7) retail banking, trust company, depository, guarantee or safe deposit business, (8) a retail savings bank, a savings and loan association or a loan company, (9) the sale of travelers checks, money orders, drafts, foreign exchange or letters of credit or the receipt of money for transmission, (10) a stockbroker's or dealer's office or for the underwriting or sale of securities, (11) an employment agency, executive search firm or similar enterprise or vocational training center or classrooms, (12) a barber shop, beauty salon or manicure shop, (13) a travel agency, (14) a public stenographer or public typist, (15) a telephone or secretarial or a messenger service, (16) a company engaged in the business of renting office or desk space, (17) a public finance (personal loan) business, (18) the sale, lease or rental of video tapes, (19) nightclub or cabaret use, and/or (20) as an abortion clinic, methadone clinic or other drug or alcohol rehabilitation purposes or comparable uses. In addition, Tenant agrees not to (a) conduct or permit any fire, auction, going-out-of-business or bankruptcy sale in the demised premises, (b) engage in any unethical method of business operation, (c) use or operate the demised premises as a so-called "discount house" or for "cut rate" or "discount" type of business, (d) use or permit to be used the sidewalks or other space outside the demised premises for any display, sale or similar undertaking or storage, (e) use or permit to be used any loudspeaker, phonograph, audio-visual equipment, televisions, computers or other such systems or advertising devices which may be heard or seen outside the demised premises or (f) bring, or permit to be brought, any obscene or pornographic material into the demised premises, and shall not permit or conduct any obscene, nude or semi-nude live performances at the demised premises, nor shall Tenant permit the use of the demised premises for nude modeling, or for so-called "rubber-goods" shops, or as a sex club of any sort, or as a "massage parlor".

E. Prohibited Activities; Safety and Security. In connection with Tenant's use of the demised premises, Tenant shall not (i) permit anything to be done in or about the demised premises or bring or keep anything therein that is likely to cause any deleterious or harmful substance including, without limitation, mold or fungus, to exist in, on, under or about the demised premises or elsewhere in the Building, (ii) obstruct access of, or interfere with the rights of, other tenants or occupants of the Building or their customers and invitees or injure or

unreasonably annoy them, (iii) at any time use or occupy the demised premises in violation of the certificate of occupancy now or hereafter issued for the Building, (iv) use any part of the Building (other than the inside of the demised premises) for the sale, display or storage of any merchandise or for the solicitation of customers or for any other business, occupation or undertaking, except as otherwise expressly set forth herein, (v) keep or place any personal property or other obstruction in any part of the common areas of the Building or on or about the sidewalks or other public spaces adjacent thereto, (vi) suffer or commit any waste, nor to allow, suffer or permit any odors (including, without limitation, odors of cooking or other processes), vapors, steam, smoke, water, vibrations, noises or flashing lights to emanate from the demised premises or any apparatus, equipment or installation therein into other portions of the Building, or otherwise to allow, suffer or permit the demised premises or any use thereof to constitute a nuisance or to impair or interfere with the safety, comfort or enjoyment of the Building by Owner or any other tenants or occupants of the Building or their customers and invitees, or (vii) suffer or permit the demised premises to be used in any manner or permit anything to be brought into or kept in the demised premises which in the sole judgment of Owner, shall in any way impair or tend to impair the character, reputation or appearance of the Building. Without in any way limiting the generality of the foregoing, Tenant expressly agrees that Tenant shall not, and shall not cause or permit any other party to, solicit business or place or distribute any hand bills, flyers, placards, or other advertising matter in the common areas of the Building or on or about the sidewalks or public areas adjacent thereto. Tenant expressly acknowledges that the floors above the demised premises are residential units that are sensitive to loud sounds, noises and/or vibrations, and that the Permitted Use is likely to result in more noise and vibration than ordinary office or retail uses. Tenant shall use all commercially reasonable efforts to preserve the comfort and enjoyment and safety of all other tenants and occupants of the Building. If Owner receives any complaints from any tenant or occupant of the Building, or if there are disturbances, with respect to noise, vibration, odor or similar annoyance or inconvenience arising in connection with the conduct of Tenant's business or the acts of omissions of Tenant or anyone acting by, through or under Tenant, business, Tenant shall promptly take whatever measures as shall be reasonably necessary or as Owner shall reasonably direct to address any such complaint and prevent its recurrence. Tenant agrees to promptly notify Owner in writing of all noise complaints or summons which it receives and to submit a proposal reasonably satisfactory to Owner as to how to handle the same and assure that such complaints shall not recur. Tenant shall not permit Tenant's employees or any other person to enter the public areas of the Building, if any. Tenant understands and agrees that a breach by Tenant of the provisions of this subsection E of Article 44 shall be deemed a material breach of this Lease. Tenant further acknowledges that Owner does not provide any security at the Building or the demised premises and Tenant is leasing the demised premises at its own risk. Tenant shall have the right to install a security system at the demised premises at its sole cost and expense subject to Owner's prior written consent and otherwise in accordance with Articles 3 and 45.

F. Hazardous Materials. Tenant shall not cause or permit Hazardous Materials to be used, transported, stored, released, handled, produced or installed in, on or from, the demised premises or the Building. The term "Hazardous Materials" shall, for the purposes hereof, mean any flammable explosives, radioactive materials, hazardous wastes, hazardous and toxic substances, or related materials, asbestos or any material containing asbestos, polychlorinated biphenyls, Medical Waste and or any other substance or material, as defined by any federal, state or local environmental law, ordinance, rule or regulation including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, the Resource Conservation and Recovery Act, as amended, and in the regulations adopted and publications promulgated pursuant to each of the foregoing, other than use and storage of reasonable and customary amounts of such

Hazardous Materials required for the normal operation of Tenant's business; provided that, in all cases, the use, handling, storage and disposal of such Hazardous Materials shall at all times and in all respects be in accordance with all applicable laws. As used herein, "Medical Waste" means all waste produced by medical and surgical care facilities, including without limitation, blood and blood products, body parts and tissue, laboratory wastes, discarded cultures, specimens, waste products, vaccines and associated items, and used hypodermic needles, syringes, scalpel blades and similar equipment and devices, including, without limitation, (1) wastes deemed infectious by the generator; (2) cultures and stocks of infectious agents, including specimen cultures, wastes from the production of biological and discarded live vaccines; (3) laboratory wastes; (4) pathological wastes; (5) animal carcasses; (6) human and animal blood specimens or products; (7) patient wastes such as bandages and disposable gowns; (8) sharp wastes; and (9) and any material generated by research facilities pertaining to the production or testing of biological agents. In the event of a breach of the provisions of this Subsection, Owner shall, in addition to all of its rights and remedies under this Lease and pursuant to law, require Tenant to remove any such Hazardous Materials from the demised premises in the manner prescribed for such removal by law and otherwise in a manner acceptable to Owner. The provisions of this Article shall survive the expiration or sooner termination of this Lease. Owner and its agents shall have the right, but not the duty, to inspect the demised premises at any time to determine whether Tenant is complying with the terms of this Subsection. If Tenant is not in compliance with this Subsection and if Owner determines that there is a reasonable likelihood of imminent danger, Owner shall have the right, but not the obligation, to immediately enter upon the demised premises to remedy said noncompliance, at Tenant's expense. If Owner shall elect to do so, Owner shall use its reasonable efforts to minimize interference with Tenant's business, but Owner shall not be liable for any interference caused thereby.

G. Medical Equipment. Tenant shall use and operate any and all equipment, machinery or other devices in the Premises, including, but not limited to, MRI, CT, X-ray, mammography, ultrasound or other radiation machines, electrical or electronic or electromagnetic or other similar or dissimilar medical equipment or machines or devices now existing or hereafter invented (collectively, "Diagnostic Equipment"), in accordance with the terms and conditions of this Lease and all laws and ordinances, of any and all Federal, state, city, county and village government, and any and all requirements, of the New York Board of Fire Underwriters, or similar body performing similar functions having jurisdiction over the Building. Tenant shall use and operate the Diagnostic Equipment only for the purposes for which they are built and in a manner so as not to endanger or damage any part of the Premises and Building or the health, safety or comfort of any person. If there is any type of emission from the Premises, including, without limitation, radiation, Tenant shall be required to install such curtains, walls, insulation or other protective devices as are necessary to stop such emission and as required by all laws and ordinances, of any and all Federal, state, city, county and village government, and any and all requirements, of the New York Board of Fire Underwriters, or similar body performing similar functions having jurisdiction over the Buildings. All walls, ceilings, floors and doors of any room used for examination, diagnosis, testing, or therapy shall be properly shielded and shall comply with all laws and other requirements from time to time in effect whether now or in the future of all governmental authorities having jurisdiction thereof. Without limiting the generality of the foregoing provisions of this Subsection, Tenant shall use and operate (and cause to be used and operated) all Diagnostic Equipment in the demised premises in accordance with applicable manufacturers' standards and in compliance with all applicable laws. Tenant hereby represents and warrants that no Diagnostic Equipment or other equipment that shall be used or installed by Tenant in the demised premises shall generate or use any Hazardous Materials.

H. Medical Operating Requirements. Tenant hereby covenants and agrees, at Tenant's cost and expense, to regularly dispose of all Medical Waste, including without limitation, medical materials, medical rubbish, medical waste, "red bag waste", infectious waste and any other material, that requires special disposal generated by Tenant in compliance with all applicable laws, regulations, rules and orders of all applicable governmental authorities. Tenant shall at its cost and expense engage the services of a licensed medical waste disposal firm for daily removal and disposal of all Medical Waste, contaminated waste and Hazardous Substances in accordance with applicable laws. Any failure by Tenant to dispose of such Medical Waste as provided herein and in accordance with law, shall constitute a default under the Lease. Within ten (10) days after any request by Owner, Tenant shall deliver documentary proof of compliance with such requirement from time to time within the Term. Tenant shall not store or use substances which could be deemed to be dangerous or combustible and shall store all medicines, drugs (whether prescription or otherwise) and toxic substances in a safe and secure place, under lock and key, out of reach of all except those persons legally authorized by Tenant and licensed to handle such medicines, drugs and toxic substances. Tenant shall provide safe and suitable facilities for any patients with any communicable, contagious or infectious diseases so as to prevent the spread of any such disease to other persons.

45. ADDENDUM TO ARTICLE 3 (ALTERATIONS):

A. Owner's Approval. Except as otherwise expressly provided herein, Tenant shall not make any alterations, additions or other physical changes in or about the Premises, including Tenant's Initial Alterations (collectively, "Alterations"), without Owner's prior consent, which may be withheld in Owner's sole discretion. Notwithstanding anything to the contrary contained herein, Tenant shall have the right to make non-structural purely decorative or cosmetic Alterations, such as painting, replacement of wall coverings and floor coverings, installation of workstation partitions and related data and telecom cabling distribution within the Premises, as applicable, that do not require a building permit or change in the certificate of occupancy for the Building ("Decorative Alterations"), without Owner's prior consent, provided that: (x) Owner shall have received, at least five (5) days prior to the commencement of the Decorative Alterations, notice of the Decorative Alterations to be performed, the identity of the licensed reputable contractors performing the Decorative Alterations (together with certificates of insurance required to be maintained by such contractors), and (y) the applicable terms, conditions and provisions of this Lease regarding Alterations are otherwise fully complied with. In no event shall Tenant make any Alterations that are incompatible with the certificate of occupancy for the Building. Any changes required by any governmental authority or department affecting any Alterations or the construction of the demised premises shall be at Tenant's cost. Prior to making any alterations, additions, improvements or installations to the demised premises (herein collectively called "Alterations"), Tenant, in accordance with Owner's then standard building regulations with respect to Alterations, (1) shall submit to Owner and shall obtain Owner's acceptance of (a) Tenant's proposed general contractor and (b) detailed plans and specifications (including layout, architectural, mechanical and structural drawings), and (2) shall furnish to Owner from Tenant's contractors, subcontractors, installers and service representatives duplicate original policies of worker's compensation and comprehensive public liability insurance in such form, with such companies and in such amounts as Owner may require, naming Owner, Owner's managing agent and any mortgagee or superior lessor whose name is furnished to Tenant by Owner as additional insureds with coverage in the form of Exhibit 3 attached hereto and made a part hereof. Tenant shall promptly reimburse Owner, as additional rent, for any reasonable costs and expenses incurred by Owner in reviewing Tenant's plans and specifications. Owner, prior to the granting of its consent to any Alterations, may impose such conditions (in addition to those expressly provided in this Lease) as to guarantee of completion and payment and of restoration or

otherwise as Owner may consider desirable and as otherwise provided in Schedule A attached hereto. In no event shall Owner be required to consent to any Alterations which would physically affect any part of the Building outside of the demised premises or would in Owner's judgment adversely affect the proper functioning of any of the mechanical, electrical, sanitary or other service systems of the Building, or would require filing of any plans with any governmental agency (unless Tenant shall reimburse Owner for the cost of any such filing) or would require a change in the current certificate of occupancy for the Building or would affect the structure of the Building. At Owner's election, any or all of the foregoing responsibilities shall be discharged on its behalf by Owner's managing agent. The terms "acceptance", "approval" and "consent", when used in this Lease or in any notice from Owner to Tenant with respect to Owner's review of Tenant's plans and specifications showing proposed Alterations to the demised premises, shall be deemed to mean Owner's acceptance of such plans and specifications only, which acceptance shall not be deemed to be (x) an agreement by Owner that the contemplated Alterations comply with any legal requirements, or the certificate of occupancy for the Building; (y) an acceptance of the sufficiency, completeness or any other aspect of the proposed Alteration; or (z) a waiver by Owner of compliance by Tenant with any of the other terms of this Lease and any other agreements or other documents relating thereto, nor shall such acceptance create any liability on the part of Owner with respect to the design, specifications or other matters set forth in such plans and specifications.

B. Compliance with Legal Requirements. All Alterations shall be performed (a) in a good and workmanlike manner and free from defects, (b) in accordance with the plans and specifications as required under this Article, and by licensed and reputable contractors approved by Owner, which approval will not be unreasonably withheld, conditioned or delayed, (c) under the monitoring of a licensed and reputable architect reasonably satisfactory to Owner, and (d) in compliance with all applicable laws, the terms of this Lease, and all procedures and regulations then prescribed by Owner for work performed in the Building. Tenant agrees that it shall perform, at its sole cost and expense, all Alterations to the demised premises which are or may be required by any governmental or quasi-governmental agency to ensure that the demised premises will comply with all laws, rules and regulations applicable to the demised premises and the Building issued by any of such governmental or quasi-governmental agencies. Tenant shall not commence any Alterations in the Premises or the Building, as applicable, without having received all necessary governmental or quasi-governmental permits, licenses and approvals in connection therewith with copies of the same delivered to Owner. Upon completion of any Alterations, Tenant, at Tenant's expense, shall obtain certificates of final approval of such Alterations required by any governmental or quasi-governmental bodies and shall furnish Owner with copies thereof. All Alterations shall be made and performed in accordance with all applicable laws, rules, regulations and requirements of any governmental department having jurisdiction over the Building and/or the construction of the demised premises, including but not limited to, the Americans with Disabilities Act of 1990, including the accessibility provisions thereof, and shall be compatible with the certificate of occupancy for the demised premises. All materials and equipment to be incorporated in the demised premises as a result of all Alterations shall be new or like new and first quality; no such materials or equipment shall be subject to any lien, encumbrance, chattel mortgage, title retention or security agreements. No acceptance of any plans or specifications by Owner or consent by Owner allowing Tenant to make any Alterations or any inspection of Alterations made by or for Owner shall in any way be deemed to be an agreement by Owner that the contemplated Alterations comply with any legal requirements or insurance requirements or the certificate of occupancy for the Building, nor shall it be deemed to be a waiver by Owner of the compliance by Tenant of any provision of this Lease nor shall Owner shall have any obligation to cure any building violations, whether or not issued or noted of record.

C. Covenant Against Liens. Tenant shall do all things necessary to prevent the filing of any mechanic's or other lien against the demised premises or the Building or the interest of Owner by reason of any work, labor, services or materials performed or supplied or claimed to have been performed for or supplied to Tenant, or anyone holding the demised premises, or any part thereof, through or under Tenant. If any such lien shall at any time be filed, Tenant shall either cause the same to be vacated and canceled of record within thirty (30) days after the date of the filing thereof or, if Tenant in good faith determines that such lien should be contested, Tenant shall furnish such security, by surety bond or otherwise, as may be necessary or be prescribed by law to release the same as a lien against the real property and to prevent any foreclosure of such lien during the pendency of such contest. If Tenant shall fail to bond or vacate or release such lien in the manner and within the time period aforesaid, then, in addition to any other right or remedy of Owner resulting from Tenant's said default, Owner may, but shall not be obligated to, vacate or release the same either by paying the amount claimed to be due or by procuring the release of such lien by giving security or in such other manner as may be prescribed by law. Tenant shall repay to Owner on demand, all sums disbursed or deposited by Owner pursuant to the foregoing provisions of this Paragraph, including Owner's costs and expenses and reasonable attorneys' fees incurred in connection therewith. However, nothing contained herein shall imply any consent or agreement on the part of Owner or any ground or underlying lessors or mortgagees or holders of deeds of trust covering any portion of the Real Property to subject their respective estates or interests to liability under any mechanic's or other lien law, whether or not the performance or the furnishing of such work, labor, services or materials to Tenant or anyone holding the demised premises, or any part thereof, through or under Tenant, shall have been consented to by Owner or any such parties. Within ten (10) days following Owner's request, Tenant agrees to provide Owner with lien waivers executed by the general contractor and its subcontractors employed in connection with any Alterations performed by or on behalf of Tenant.

D. Labor Conflicts. Tenant shall not, at any time prior to or during the Term, directly or indirectly employ, or permit the employment of, any contractor, mechanic or laborer in the demised premises, whether in connection with any Alterations, service or otherwise, if, in Owner's sole discretion, such employment will interfere or cause any conflict with other contractors, mechanics, or laborers engaged in the construction, maintenance or operation of the Building by Owner, Tenant or others. In the event of any such interference or conflict, Tenant, upon demand of Owner, shall cause all contractors, mechanics or laborers causing such interference or conflict to leave the Building immediately.

E. Common Areas. Tenant shall maintain the Premises and the common areas of the Building adjoining the same in a clean and orderly condition during any construction being performed at the Premises. Tenant shall promptly remove all unused construction materials, equipment shipping containers, packaging, debris and waste from the Building, and deposit it in receptacles, if any, provided by Owner or otherwise remove the same from the Building. During the performance of any Alterations by Tenant, Tenant shall contain all construction materials, equipment, fixtures, merchandise, shipping containers and debris within the Premises. The exterior of the Building shall be clear of Tenant's equipment, merchandise, refuse and debris at all times.

46. ADDENDUM TO ARTICLE 4 (REPAIRS):

Tenant acknowledges and agrees that Tenant, at its expense, shall maintain and make all necessary repairs and replacements to any and all systems that exclusively service the demised premises (including, without limitation, to the electrical, heating, air-conditioning or cooling, ventilation, plumbing and mechanical systems), whether located within or outside of the demised

premises. Tenant shall also be responsible for all repairs, interior and exterior, structural and non-structural, ordinary and extraordinary, foreseen or unforeseen, in and to the Building and the facilities and systems thereof, the need for which arises out of (i) the performance, existence, or removal of Alterations, (ii) any work, labor, service or equipment for or supplied to Tenant or arising out of the installation, use or operation of any property or equipment by Tenant or any of Tenant's subtenants, agents, employees, invitees or licensees, (iii) the moving of Tenant's property in or out of the demised premises or the Building (including, without limitation, repainting required in connection therewith), (iv) the act, omission, misuse or neglect of Tenant or any of its subtenants or its or their employees, agents, contractors or invitees, or (v) design flaws in any of Tenant's plans and specifications regardless of the fact that such Tenant's plans may have been approved by Owner. Except for repairs expressly required to be performed by Owner hereunder, Tenant, at its expense, shall promptly replace all scratched, damaged or broken doors and glass in and about the demised premises, including, without limitation, entrance doors and shall be responsible for all repairs, maintenance and replacement of wall and floor coverings in the demised premises and for all the repair, maintenance and replacement of all horizontal portions of the systems and facilities of the Building within or exclusively serving the demised premises, including, without limitation, the sanitary and electrical fixtures and equipment. All the aforesaid repairs shall be of quality and class equal to the original work or construction and shall be made in accordance with the provisions of Articles 3 and 45 hereof. All repairs in or to the demised premises shall be promptly performed by Tenant at Tenant's expense using only contractors approved by Owner and in a manner which will not interfere with the use of the Building by other occupants; provided, however, any structural repairs in and to the demised premises shall be performed by Owner, at Tenant's expense, at an amount equal to the cost of such repairs plus five percent (5%) thereof as compensation for the cost of supervising such repairs, and any repairs in and to the Building and the facilities and systems thereof for which Tenant is responsible shall be performed by Owner at Tenant's expense, at an amount equal to the cost of such repairs plus five percent (5%) thereof as compensation for the cost of supervising such repairs. If Tenant fails after ten (10) days' notice to proceed with due diligence to make repairs required to be made by Tenant hereunder, or if Owner elects to make any repairs in or to the Building or the facilities and systems thereof for which Tenant is responsible, the same may be made by Owner, at the expense of Tenant, and the expenses thereof incurred by Owner shall be collectible by Owner as additional rent promptly after rendition of a bill or statement therefor, at an amount equal to the cost of such repairs plus five percent (5%) thereof as compensation for the cost of supervising such repairs. Tenant shall give Owner prompt notice of any defective condition in any plumbing, electrical, heating or other Building-wide system located in, servicing or passing through the demised premises. Other than with respect to Tenant's Alterations for which Tenant shall be responsible for all repairs, Owner shall be responsible for making the necessary repairs to the floors and foundations and ceiling slabs and load-bearing walls located within the Premises; provided, however, that if the need for the repair of any of the foregoing is directly attributable to, or results from the operations, acts, omissions, negligence or willful misconduct of Tenant, its agents, employees, contractors or invitees, including, without limitation, any Tenant Alterations, or is otherwise Tenant's responsibility, then and in such case, Tenant does hereby agree to and shall reimburse Owner, as Additional Rent, for all costs and expenses incurred by Owner with respect to such repairs within ten (10) business days of being billed therefore. Owner shall not in any way be liable to Tenant for failure to make repairs to the interior of the Premises as specifically required of Owner hereunder unless Tenant has previously notified Landlord in writing of the need for such repairs.

47. ADDENDUM TO ARTICLE 6 (REQUIREMENTS OF LAWS):

Tenant shall give prompt notice to Owner of any notice it receives of the violation of any law or requirement of any public authority with respect to the demised premises or the use or occupation thereof. Tenant shall not use or suffer or permit any person to use the demised premises for any unlawful purpose and shall obtain and maintain at Tenant's sole cost and expense all licenses and permits from any and all governmental authorities having jurisdiction over the demised premises which may be necessary for the conduct of Tenant's business therein. Tenant shall comply with all applicable laws, resolutions, codes, rules and regulations of any department, bureau, agency or any governmental authority having jurisdiction over the operation, occupancy, maintenance and use of the demised premises, including, without limitation, the Americans with Disabilities Act. Tenant agrees to indemnify and save Owner harmless from and against any claim, penalty, loss, damage and expense (including reasonable attorneys' fees and disbursements) imposed by reason of a violation of any applicable law or the rules and regulations of governmental authorities having jurisdiction related to Tenant's use and occupancy of the demised premises and/or the operation of Tenant's business thereat. Tenant shall, at its sole cost and expense, maintain, repair and replace (as necessary) all fire fighting equipment and all appurtenances thereto installed in or for the demised premises, if any. If any governmental authority having jurisdiction over the demised premises shall require additional fire fighting equipment, Tenant agrees to install and maintain such equipment at its sole cost and expense. If any governmental license, permit or approval shall be required for the proper and lawful conduct of Tenant's business in the Premises or any part thereof or the operation of any machinery, equipment or other devices, including, but not limited to, any Diagnostic Equipment, and the operation of any clinical, surgical, rehabilitation or outpatient services, Tenant shall obtain same at Tenant's expense and deliver true and complete copies of same to Owner upon request therefor. Tenant shall comply, at all times, with the terms and conditions of each such license, permit or approval.

48. ADDENDUM TO ARTICLE 7 (SUBORDINATION):

A. Lender Approval. No (1) alteration, amendment or modification of any of the provisions of this Lease, nor any cancellation or surrender of this Lease, nor (2) any discount of Base Rent or additional rent or prepayment of Base Rent installments or additional rent due under this Lease for more than one (1) month in advance shall be valid or binding against any lessor under a ground or underlying lease or the holder of any mortgage to which this Lease is subordinate unless the same shall have been approved in writing by such lessor or such holder.

B. Subordination and Attornment. Tenant agrees that if by reason of default on the part of Owner under any ground or underlying lease or any mortgage on the land and/or the Building or on any such ground or underlying lease, a ground or underlying lessor or a mortgagee shall enter into and become possessed of the Real Property of which the demised premises form a part, or any part or parts of such Real Property either through possession or foreclosure action or proceedings, or through the issuance and delivery of a deed or a new lease of the premises covered by the ground or underlying lease, then, if this Lease is in full force and effect at such time, Tenant shall attorn to such lessor or such mortgagee, as its owner; in such event, such lessor or mortgagee shall not be liable to Tenant for any defaults theretofore committed by Owner and no such default shall give rise to any rights of offset or deduction against the Base Rent and additional rent payable under this Lease. Tenant, upon demand of any such lessor or mortgagee, agrees to execute, from time to time, instruments in confirmation of the foregoing provisions of this Article 48, satisfactory to any such lessor or mortgagee, acknowledging such subordination and attornment of this Lease as herein provided and setting forth the terms and conditions of its tenancy and, in the event that Tenant shall fail to execute and deliver any such instruments within ten (10) days after request therefor, Tenant shall irrevocably constitute and appoint Owner as

Tenant's attorney-in-fact, coupled with an interest, to execute and deliver any such instruments for and on behalf of Tenant. Nothing contained in this subsection B shall be construed to impair any right otherwise exercisable by any such lessor or mortgagee.

49. ADDENDUM TO ARTICLE 8 (TENANT'S LIABILITY INSURANCE, PROPERTY LOSS, DAMAGE, INDEMNITY):

A. Insurance Requirements. Tenant shall obtain and keep in full force and effect during the Term (or such earlier date that Tenant enters into or takes possession of the demised premises, or any part thereof) a policy of commercial general liability insurance, including products, completed operations and a broad form contractual liability endorsement under which the insurer agrees to indemnify and hold Owner harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages mentioned in Article 8 and/or subsection G of this Article, covering bodily injury and property damage liability, personal injury and advertising liability, fire legal liability, all in connection with the use and occupancy of or the condition of the demised premises or the Building. Such insurance is to be primary insurance, notwithstanding any insurance maintained by any parties listed as additional insured parties thereunder or otherwise indemnified against liability by Tenant pursuant to the terms hereof. The minimum limits of liability shall be in amounts not less than: \$5,000,000 general aggregate per location, \$5,000,000 per occurrence for bodily injury and property damage, \$5,000,000 personal and advertising injury, and \$1,000,000 for fire legal liability; or such greater amounts as Owner may, from time to time, reasonably require. The above limits can be provided by the combination of general liability coverage and umbrella liability coverage. Tenant shall also maintain at its own expense during the Term (or such earlier date that Tenant enters into or takes possession of the demised premises, or any part thereof) a coverage against fire and other casualty on an "all risk" or "special form" policy including coverage for the perils of sprinkler leakage, water damage, flood, earthquake, terrorism, burglary and collapse, covering all Alterations, construction and other improvements and betterments installed within the demised premises, whether existing in the demised premises on the date hereof or hereinafter installed by or on behalf of Owner or Tenant, and on all furniture, fixtures, equipment, personal property and inventory of Tenant located in the demised premises and any property in the care, custody and control of Tenant (fixed or otherwise), in the amount equivalent to the insurable value of said property, defined as the "cost to replace or reconstruct new without deduction for physical depreciation" (which policy shall not contain co-insurance or shall include a waiver of co-insurance). Tenant shall also obtain and maintain throughout the Term at its sole cost and expense, "all risk" business interruption or earnings insurance, including the perils of sprinkler leakage, water damage, flood, burglary and collapse, to cover the loss of gross profits and continuing expenses during the period of partial or total shutdown of Tenant's business. In addition, if Tenant deals with any operations or products involving pollutants, Tenant shall obtain and maintain throughout the Term, pollution liability insurance, with limits of \$1,000,000 per occurrence, \$2,000,000 annual aggregate for losses caused by pollution conditions that arise from the operations of Tenant, its contractors, or their sub-contractors, such coverage to include (i) bodily injury, sickness, disease, mental anguish or shock sustained by any person or death; (ii) property damage, including physical injury to or destruction or tangible property, including the resulting loss of use thereof; (iii) clean up costs and the loss of use of tangible property that has not been physically damaged or destroyed; and (iv) defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for damages.

B. Forms. All policies of insurance procured by Tenant shall be issued in forms and by insurance carriers reasonably acceptable to Owner and rated in Best's Insurance Guide as

having a general policyholder rating of at least A and a financial rating of at least X, or any successor thereto (or if there be none, an organization having an equivalent rating).

C. Certificates. Before the Commencement Date, Tenant shall provide Owner with certificates of insurance and other evidence of insurance coverages complying with the provisions of this Article and in a form acceptable to Owner. Certificates of insurance reflecting commercial general liability, automobile and worker's compensation shall be provided ACORD Form 25, and certificates of insurance reflecting property and business interruption insurance shall be provided on ACORD Form 28 (2003). Such certificates shall provide that, in the event of cancellation, non-renewal or material change, ten (10) days' prior written notice shall be given to Owner and all such other named insureds. If Tenant shall fail to comply with any or all of the foregoing insurance requirements, Owner shall have the right, but not the obligation, to purchase the above insurance for the interest of Tenant and/or Owner and Tenant shall pay for the cost of such insurance as additional rent hereunder. Notwithstanding anything to the contrary contained herein, Tenant agrees that Tenant shall not be entitled to possession of the demised premises unless and until Tenant shall have provided Owner with evidence of compliance with the terms of this Article, and if possession is not delivered as a result thereof, for the purposes of determining the Commencement Date hereof, Owner shall be deemed to have delivered possession of the demised premises on the date possession of the demised premises would have been made available to Tenant but for Tenant's failure to comply with the terms of this Article. In addition, Tenant shall provide Owner with at least thirty (30) days' prior written notice of the cancellation or any material modification of any insurance policy obtained by or on behalf of Tenant hereunder, which notice shall also contain the policy number and the names of the insureds and policy holder.

D. Waiver of Subrogation. Each policy of fire and extended insurance coverage maintained by Tenant shall contain a waiver of the insurance carrier's right of subrogation against Owner, any superior mortgagee and superior owner as respects loss, damage or destruction by fire or other insured casualty occurring while this Lease is in effect. In the event that either Tenant or Owner sustain a loss by fire or other casualty and such loss is caused in whole, or in part, by the acts or omissions of the other party, or its agents or employees then the party sustaining the loss agrees, to the extent that the party sustaining the loss is compensated for such loss by insurance, that such party shall waive all rights of recovery against the other party hereto, or the agents or employees of the other party hereto; and no third party shall have any right of recovery, by way of subrogation or assignment or otherwise.

E. Additional Requirements. All insurance procured by Tenant under this Article shall name Tenant as the insured and Owner, Owner's managing agent and, unless Owner otherwise requests, any superior owner and any superior mortgagee, and/or such other designees specified by Owner from time to time, as additional insureds, as their respective interests may appear, and shall contain an endorsement that Owner although named as an additional insured, nevertheless shall be entitled to recover under said policies for any loss or damage occasioned to it, its agents, employees, contractors, directors, shareholders, partners, members and principals (disclosed and undisclosed) by reason of the acts, omissions or negligence of Tenant, its servants, agents, employees and contractors. Such policy shall also contain a provision that no act or omission of Tenant or any entity acting by, through or under Tenant shall affect or limit the obligation of the insurance company to defend and indemnify. In the case of insurance against damage by fire or other casualty, the policy or policies shall provide that loss shall be adjusted jointly with Owner and Tenant, and, at Owner's election, shall be payable to Owner, to be held and disbursed as provided in this Lease, or to any superior mortgagee under a standard mortgagee clause, or to any superior Owner. Tenant shall also cause Owner to be added as additional

insured and loss payee, as its interests may appear, with respect to Tenant's alterations, construction, improvements and betterments to the demised premises.

F. Risk. Tenant and all those claiming by, through or under Tenant shall store their property in and shall occupy and use the demised premises and any improvements therein and appurtenances thereto and all portions of the Building solely at their risk and Tenant and all those claiming by, through or under Tenant hereby release Owner and any fee owner or ground or underlying lessors of the Building, to the full extent permitted by law, from all claims, of every kind, including loss of life, bodily or personal injury, damage to merchandise, furniture, fixtures, equipment or other property, or damage to business or for business interruption, arising directly or indirectly out of or from or on account of such occupancy and use or resulting from any present or future condition or state of repair of the demised premises or the Building.

G. Indemnity. Tenant shall not do or permit any act or thing to be done upon the demised premises which may subject Owner to any liability or responsibility for injury, damages to persons or property or to any liability by reason of any violation of law or of any legal requirement of public authority, but shall exercise such control over the demised premises as to fully protect Owner against any such liability. Tenant, to the fullest extent permitted by law, agrees to indemnify, defend and save harmless Owner from and against (i) all claims of whatever nature against Owner arising from any act, omission or negligence of Tenant, its subtenants, contractors, licensees, agents, servants, employees, invitees or visitors, including any claims arising from any act, omission or negligence of Owner and Tenant (except to the extent Owner is ultimately determined to be contributorily negligent), (ii) all claims against Owner arising from any accident, injury or death whatsoever caused to any person or arising from any damage to the property of any person and occurring during the Term in or about the demised premises (including the sidewalks adjacent thereto) and all medical practice claims arising out of any act, omission or negligence of Tenant's physicians, physician assistants, nurses or other health providers practicing medicine at the demised premises, (iii) all claims against Owner arising from any accident, injury, damage or death to any person or arising from any damage to the property of any person or entity, occurring outside of the demised premises but anywhere within or about the Real Property, where such accident, injury or damage resulted or is claimed to have resulted from an act or omission of Tenant or Tenant's subtenants, agents, employees, invitees or visitors, including any claims arising from any act, omission or negligence of Owner and Tenant (except to the extent Owner is ultimately determined to be contributorily negligent), (iv) any breach, violation or nonperformance of any covenant, condition or agreement in this Lease set forth and contained on the part of Tenant to be fulfilled, kept, observed and performed, (v) all claims, loss, or liability arising or claimed to arise from any work or Alterations performed by or on behalf of Tenant in the demised premises and/or the Building, and (vi) any claim, loss or liability arising or claimed to arise from the use, release, storage or disposal of any Hazardous Substances (including, without limitation, Medical Waste) in or about the demised premises or the Building by Tenant, or any of Tenant's subtenants, contractors, licensees, agents, servants, employees, invitees or visitors, or any seepage, escape or release of such Hazardous Substances including Medical Waste (including, without limitation, the costs and expenses of any remediation required as a result thereof). As used herein and in all other provisions in this Lease containing indemnities made for the benefit of Owner, the term "Owner" shall mean Owner and Owner's managing agent and their respective parent companies and/or corporations, their respective controlled, associated, affiliated and subsidiary companies and/or corporations and their respective members, officers, partners, agents, trustees, consultants, servants, employees, sublessees, successors and assigns. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs and expenses of any kind or nature incurred in or in connection with any such claim or proceeding brought thereon,

and the defense thereof. The indemnity contained in this Article 49 and all other indemnities contained in this Lease made for the benefit of Owner shall survive the expiration or earlier termination of this Lease.

H. Acts of Third Parties. Neither Owner nor any ground or underlying lessor of the Building shall be responsible or liable for damages at any time to Tenant, or to those claiming by, through or under Tenant, for any loss of life, bodily or personal injury, or damage to property or business, or for business interruption, that may be occasioned by or through the acts, omissions or negligence of any other persons, or any other tenants or occupants of any portion of the Building or the stores adjoining the Building.

I. Defects. Owner shall not be responsible or liable for damages at any time, for any defects, latent or otherwise, in the demised premises or the Building or improvements or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall Owner be responsible or liable for damages at any time for loss of life, or bodily or personal injury or damage to property, or for business interruption to any person or any property or business of Tenant or those claiming by, through or under Tenant, caused by or resulting from bursting, breaking, leaking, running, seeping, overflowing or backing up of water, steam, gas or sewage, in any part of the demised premises or adjoining premises leased, licensed or under permit from Owner or caused by or resulting from acts of God or the elements, or resulting from any defect or negligence on the occupancy, construction, operation or use of the Building or improvements, including the demised premises, and the adjoining stores or adjoining premises leased, licensed or under permit from Owner or any of the equipment, fixtures, machinery, appliances or apparatus therein.

50. ADDENDUM TO ARTICLE 9 (DESTRUCTION, FIRE AND OTHER CASUALTY)
AND ADDENDUM TO ARTICLE 10 (EMINENT DOMAIN):

A. Property Insurance. Anything contained in Article 9 to the contrary, Tenant shall be solely responsible for the insurance for, and in the event of fire or other casualty, the reconstruction, replacement or repair of any damage to any property within the demised premises, including Tenant's furniture, fixtures and equipment and all other personal property and inventory of Tenant and all Alterations, construction and other improvements made to the demised premises (including, without limitation, any work done and improvements and other Alterations made by or on behalf of Owner in connection with Tenant's initial occupancy of the demised premises), or any replacements or additions thereto, and Owner's obligation, if any, shall be as to the shell, which constitutes the structure of the Building and any Building-wide systems that service the demised premises, up to the point of connection thereto.

B. Waiver of Section 227. Tenant acknowledges that Owner will not carry insurance with respect to Tenant's furniture and/or furnishings or any fixtures or equipment, improvements, personalty, inventory or appurtenances, and agrees that Owner will not be obligated to repair any damage thereto or replace the same. Tenant hereby waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this Article 50 shall govern and control in lieu thereof.

C. Partial Taking. In the event that any part of the demised premises and/or any other portions of the Building shall be so condemned or taken, then this Lease shall be and remain unaffected by such condemnation or taking, except that the Base Rent and additional rent under Articles 40 and 42 hereof allocable to the part so taken shall be apportioned as of the date of taking; provided, however, that whether or not the demised premises shall be affected thereby,

Owner, at Owner's option, may give to Tenant, within sixty (60) days next following the date upon which Owner shall have received notice of vesting of title, a five (5) day notice of termination of this Lease. If a part of the demised premises shall be so acquired or condemned and this Lease and the Term shall not be terminated pursuant to the foregoing provisions of this Section 50.C, Owner shall restore that part of the demised premises not so acquired or condemned to a self-contained rental unit, exclusive of Tenant's Initial Alteration, Alterations and Tenant's property, subject to the receipt of sufficient proceeds allocable thereto from the condemning authority. Upon the giving of such notice, this Lease shall terminate on the thirtieth (30th) day following the date of such notice and the Base Rent and additional rent shall be apportioned as of such termination date. Upon such termination, Owner and Tenant shall have no further liabilities and obligations hereunder, except those liabilities and obligations which shall expressly survive the termination of this Lease. Upon such partial taking and this Lease continuing in force as to any part of the demised premises, the Base Rent and additional rent under Articles 40 and 42 hereof shall be diminished by an amount representing the part of the Base Rent and additional rent properly applicable to the portion or portions of the demised premises which may be so condemned or taken.

51. ADDENDUM TO ARTICLE 11 (ASSIGNMENT, MORTGAGE, ETC.):

A. Prohibition Without Consent. If Tenant shall at any time or times during the Term desire to assign this Lease or sublet all of the demised premises, Tenant shall give notice thereof to Owner, which notice (a "Transfer Notice") shall be accompanied by (1) a conformed or photostatic copy of the proposed assignment or sublease, the effective or commencement date of which shall be not less than sixty (60) nor more than one hundred and eighty (180) days after the giving of such notice, (2) a statement setting forth in reasonable detail the identity of the proposed assignee or subtenant, the nature of its business and its proposed use of the demised premises, and (3) current financial information with respect to the assignee or subtenant, including, without limitation, its most recent financial report.

B. Intentionally Deleted.

C. Intentionally Deleted.

D. Conditions for Owner's Approval. Owner shall respond to Tenant's request for Owner's approval of a proposed assignment or sublease within thirty (30) days following the submission of the Transfer Notice together with other documents required pursuant to Section 51(A) hereof. Provided that Tenant is not in default of any of Tenant's obligations under this Lease as of the time of Owner's consent, and as of the effective date of the proposed assignment or commencement date of the proposed sublease, Owner's consent (which must be in writing and form reasonably satisfactory to Owner) to the proposed assignment or sublease shall not be unreasonably withheld, conditioned or delayed, provided and upon condition that:

(1) Tenant shall have complied with the provisions of subsection A above and Owner shall not have exercised its option under said subsection A above within the time permitted therefor;

(2) In Owner's sole judgment the proposed assignee or subtenant, and/or its principals, is engaged in a business or activity, and the demised premises, will be used in a manner, which (a) is in keeping with the then standards of the Building and/or with the standards of comparable buildings located in the vicinity of the Building, (b) is limited to the use of the demised premises for the Permitted Use (or another use acceptable to Owner in its sole

discretion) and the proposed assignee or subtenant has a demonstrated ability to operate the demised premises for the Permitted Use as contemplated by this Lease, and (c) will not violate any negative covenant as to use contained in any other lease of space in the Building;

(3) The proposed assignee or subtenant (and the principals thereof) is a reputable person or entity of good character and with sufficient financial worth considering the responsibility involved in Owner's sole but reasonable discretion, and Owner has been furnished with reasonable proof thereof;

(4) The proposed assignee or sublessee is not a person with whom Owner is then negotiating to lease space in the Building;

(5) The form of the proposed sublease or instrument of assignment (a) shall be in form reasonably satisfactory to Owner and (b) shall comply with the applicable provisions of Article 11 of this Lease, as supplemented by this Article;

(6) Any sublease shall be a sublease for all of the demised premises;

(7) The amount of the aggregate rent to be paid by the proposed subtenant is not less than the then current market rent per rentable square foot for the demised premises as though the demised premises were vacant, and the rental and other terms and conditions of the sublease are the same as those contained in the proposed sublease furnished to Owner pursuant to subsection A above;

(8) Tenant shall, upon demand, reimburse Owner for all reasonable out-of-pocket expenses incurred by Owner in connection with such assignment or sublease, including, any investigations as to the acceptability of the proposed assignee or subtenant, reviewing any plans and specifications for proposed Alterations to be made in connection therewith, and all out-of-pocket legal costs reasonably incurred in connection with the granting of any requested consent;

(9) Intentionally Deleted;

(10) The proposed subtenant or assignee shall not be entitled, directly or indirectly, to diplomatic or sovereign immunity and shall be subject to the service of process in, and the jurisdiction of the courts of New York State; and

(11) In the event of an assignment of this Lease, the proposed assignee concurrently with the delivery of the assignment agreement delivers to Owner such additional security as Owner may reasonably request based on, among other things, the financial worth and business experience of such proposed assignee (and/or its principals) (but in no event less than an amount equal to two (2) months' Base Rent payable by Tenant hereunder during the last lease year), to be held by Owner as additional security in accordance with Article 31 hereof. In addition, the principals of the proposed assignee shall deliver a guaranty in favor of Owner in substantially the same form as the Guaranty executed in connection with this Lease and Owner may, in its sole discretion, request documentation reasonably satisfactory to Owner in determining the suitability of such guarantor that may include certified financial statements and other documentation certifying the tangible net worth of the proposed guarantor.

E. Reactivation. If Tenant fails to execute and deliver the assignment or sublease to which Owner consented within ninety (90) days after the giving of such consent, then Tenant

shall again comply with all of the provisions and conditions of subsection A above before assigning this Lease or subletting the demised premises.

F. Sublease Provisions. With respect to each and every sublease or subletting authorized by Owner under the provisions of this Lease, it is further agreed that:

(1) (x) No subletting shall be for a term ending later than one (1) day prior to the Expiration Date of this Lease; (y) there shall be no more than one (1) sublease at any time affecting the demised premises, and (z) in no event shall any sublease be for less than the entire demised premises (i.e. in no event may Tenant sublease the Basement Space separately from the ground floor);

(2) No sublease shall be delivered, and no subtenant shall take possession of the demised premises or any part thereof, until an executed counterpart of such sublease has been delivered to Owner;

(3) Each sublease shall provide that it is subject and subordinate to this Lease and to the matters to which this Lease is or shall be subordinate, and that in the event of termination, re-entry or dispossession by Owner under this Lease, Owner may, at its option, take over all of the right, title and interest of Tenant, as sublessor, under such sublease, and such subtenant shall, at Owner's option, attorn to Owner pursuant to the then executory provisions of such sublease, except that Owner shall not (a) be liable for any previous act or omission of Tenant under such sublease, (b) be subject to any counterclaim, offset or defense, not expressly provided in such sublease, which theretofore accrued to such subtenant against Tenant, or (c) be bound by any previous modification of such sublease or by any previous prepayment of more than one (1) month's Base Rent. The provisions of this Article shall be self-operative and no further instrument shall be required to give effect to this provision.

(4) If any laws, orders, rules or regulations of any applicable governmental authority require that any asbestos or other hazardous material contained in or about the demised premises be dealt with in any particular manner in connection with any alteration of the demised premises by or on behalf of the subtenant, then it shall be the obligation of Tenant and/or the subtenant, at the expense of Tenant and/or the subtenant, as applicable, to deal with such asbestos or any other hazardous material in accordance with all such laws, orders, rules and regulations.

(5) Each subletting pursuant to this Article shall be subject to all of the covenants, agreements, terms, provisions and conditions contained in this Lease. Notwithstanding any such subletting to any subtenant and/or acceptance of Base Rent or additional rent by Owner from any subtenant, Tenant shall and will remain fully liable for the payment of the Base Rent and additional rent due and to become due hereunder and for the performance of all the covenants, agreements, terms, provisions and conditions contained in this Lease on the part of Tenant to be performed and all acts and omissions of any licensee or subtenant or anyone claiming under or through any subtenant which shall be in violation of any of the obligations of this Lease shall be deemed to be a violation by Tenant. Tenant further agrees that notwithstanding any such subletting, no other and further subletting of the demised premises by Tenant or any person claiming through or under Tenant shall or will be made except upon compliance with and subject to the provisions of Article 11 hereof, as supplemented by this Article. If Owner shall decline to give its consent to any proposed assignment or sublease, Tenant shall indemnify, defend and hold harmless Owner against and from any and all loss, liability, damages, costs and expenses (including reasonable counsel fees) resulting from any claims that may be made against Owner by the proposed assignee or sublessee.

(6) The principals of a proposed assignee shall deliver a guaranty in favor of Owner in the form of the guaranty attached hereto and made a part hereof as Exhibit 2. Owner, in its sole discretion, may request documentation reasonably satisfactory to Owner in determining the suitability of any such guarantor in determination of whether or not to grant its consent to the proposed assignment, which documentation may include certified financial statements and other documentation certifying as to the tangible net worth of the proposed guarantor.

G. Profits. In connection with any assignment of this Lease or any sublease or other transfer, Tenant shall in consideration therefor, pay to Owner, as additional rent the following sums:

(1) in the case of an assignment, an amount equal to fifty percent (50%) all sums and other considerations paid to Tenant by the assignee for or by reason of such assignment (including, but not limited to, sums paid for the sale of Tenant's fixtures, leasehold improvements, equipment, furniture, furnishings or other personal property); and

(2) in the case of a sublease, fifty percent (50%) of any rents, additional charges or other consideration payable under the sublease to Tenant by the subtenant which is in excess of the Base Rent and additional rent accruing during the term of the sublease in respect of the sublease space pursuant to the terms hereof (including, but not limited to, sums paid for the sale or rental of Tenant's fixtures, leasehold improvements, equipment, furniture or other personal property). The sums payable under this subsection G(2) shall be paid to Owner as and when payable by the subtenant to Tenant.

H. Other Transfers. If at any time during the Term there shall occur either (1) the issuance of interests in the Tenant entity (whether stock, partnership interest or otherwise) to any person or group of related persons or for the benefit of, whether in a single transaction or a series of related or unrelated transactions, in such quantities that after such issuance such person or group shall have control of Tenant, or (2) a transfer of more than fifty percent (50%) in interest of the Tenant entity (whether stock, partnership interest or otherwise) by any party or parties in interest whether in a single transaction or a series of related or unrelated transactions or by operation of law, the same shall be deemed an assignment of this Lease, except that the transfer of the outstanding capital stock of any corporate tenant, by persons or parties (other than persons or parties owning five percent (5%) or more of the voting stock of such corporation) through the "over-the-counter" market or any recognized national securities exchange, shall not be included in the calculation of such fifty percent (50%); but Owner's consent shall not be unreasonably withheld to transactions with a corporation into or with which Tenant is merged or consolidated or to which substantially all of Tenant's assets are transferred provided that such merger, consolidation or transfer of assets is for a valid business purpose and not principally for the purpose of transferring the leasehold estate created hereby, and provided further, that in any of such events (a) the successor to Tenant and the Substitute Guarantor (as defined herein) have a combined tangible net worth computed in accordance with generally accepted accounting principles at least equal to the combined tangible net worth of the named Tenant and Guarantor either (x) immediately prior to the effective date of the merger, consolidation or transfer or (y) on the date of this Lease, whichever is greater (the "Net Worth Requirement") and the Net Worth Requirement is satisfied immediately after the effective date of such merger, consolidation or transfer, (b) proof reasonably satisfactory to Owner of such tangible net worth shall have been delivered to Owner at least ten (10) days prior to the effective date of any such transaction, (c) the successor to Tenant shall furnish Owner a guaranty from one or more of the principals thereof that have a majority interest in the successor (a "Successor Guarantor"), which guaranty shall be substantially on the same terms and conditions as the Guaranty executed in connection with this

Lease (or otherwise satisfactory to Owner in its sole discretion), and delivered to Owner on or prior to the effective date of the proposed transaction, and (d) the conditions of Section 41(D) of this Lease shall be satisfied. For the purposes of this Lease, the term “tangible net worth” shall be deemed to mean an entity’s equity, as reported in such entity’s annual financial statements (prepared in accordance with generally accepted accounting principles and audited by an independent accounting firm reasonably acceptable to Owner), less the intangible assets of such entity, including but not limited to, copyrights, trademarks, trade names, licenses, patents, franchises, goodwill, operating rights and deferred financing costs. If an issuance or transfer referred to in clauses (1) or (2) of the first sentence of this subsection H shall occur, then, in each case, an assignment of this Lease shall be deemed to have occurred and shall be subject to the terms and conditions of this Article. Tenant shall pay all of Owner’s costs and expenses incurred in connection with any assignment under subsection H and I herein, including, without limitation, all legal fees.

I. Assumption by Assignee. Any assignment or transfer of this Lease shall be made only if, and shall not be effective until, the assignee shall execute, acknowledge and deliver to Owner an agreement in form and substance satisfactory to Owner whereby the assignee shall assume the obligations of this Lease on the part of Tenant to be performed or observed and whereby the assignee shall agree that the provisions in Article 11 of this Lease, as supplemented by this Article, shall, notwithstanding such assignment or transfer, continue to be binding upon it in respect of all future assignments and transfers. The original named Tenant covenants that, notwithstanding any assignment or transfer, whether or not in violation of the provisions of this Lease, and notwithstanding the acceptance of Base Rent and/or additional rent by Owner from an assignee, transferee, or any other party, the original named Tenant shall remain fully liable for the payment of the Base Rent and additional rent and for the other obligations of this Lease on the part of Tenant to be performed or observed.

J. Liability by Tenant. The joint and several liability of Tenant and any guarantor of the Lease and any immediate or remote successor in interest of Tenant or any guarantor of this Lease and the due performance of the obligations of this Lease on Tenant's part or such guarantor's part to be performed or observed shall not be discharged, released or impaired in any respect by any agreement or stipulation made by Owner extending the time, or modifying any of the obligations, of this Lease, or by any waiver or failure of Owner to enforce any of the obligations of this Lease.

K. Re-entry by Owner. If Owner shall recover or come into possession of the demised premises before the date herein fixed for the termination of this Lease, Owner shall have the right, at its option, to take over any and all subleases or sublettings of the demised premises or any part thereof made by Tenant and to succeed to all the rights of said subleases and sublettings or such of them as it may elect to take over. Tenant hereby expressly assigns and transfers to Owner such of the subleases and sublettings as Owner may elect to take over at the time of such recovery of possession, such assignment and transfer not to be effective until the termination of this Lease or re-entry by Owner hereunder or if Owner shall otherwise succeed to Tenant's estate in the demised premises, at which time Tenant shall upon request of Owner, execute, acknowledge and deliver to Owner such further instruments of assignment and transfer as may be necessary to vest in Owner the then existing subleases and sublettings. Every subletting hereunder is subject to the condition and by its acceptance of and entry into a sublease, each subtenant thereunder shall be deemed conclusively to have thereby agreed from and after the termination of this Lease or re-entry by Owner hereunder of or if Owner shall otherwise succeed to Tenant's estate in the demised premises, that such subtenant shall waive any right to surrender possession or to terminate the sublease and, at Owner's election, such subtenant shall be bound to

Owner for the balance of the term of such sublease and shall attorn to and recognize Owner, as its Owner, under all of the then executory terms of such sublease, except that Owner shall not (1) be liable for any previous act, omission or negligence of Tenant under such sublease, (2) be subject to any counterclaim, defense or offset not expressly provided for in such sublease, which theretofore accrued to such subtenant against Tenant, (3) be bound by any previous modification or amendment of such sublease or by any previous prepayment of more than one (1) month's rent and additional rent which shall be payable as provided in the sublease, or (4) be obligated to perform any work in the subleased space or the Building or to prepare them for occupancy beyond Owner's obligations under this Lease, and the subtenant shall execute and deliver to Owner any instruments Owner may reasonably request to evidence and confirm such attornment. Each subtenant or licensee of Tenant shall be deemed automatically upon and as a condition of occupying or using the demised premises or any part thereof, to have given a waiver of the type described in and to the extent and upon the conditions set forth in this Article.

52. ADDENDUM TO ARTICLE 12 (ELECTRIC CURRENT):

A. Direct Meter. Tenant shall arrange to obtain electricity directly from the public utility or other company servicing the Building on or before the Commencement Date. Such electricity may be furnished to Tenant by means of the then existing electrical facilities serving the demised premises to the extent that the same are available, suitable and safe for such purposes. If either the quantity or character of electrical service is changed by the public utility or other company supplying electrical service to the Building or is no longer available or suitable for Tenant's requirements, no such change, unavailability or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of rent, or relieve Tenant from any of its obligations under this Lease, or impose any liability upon Owner, or its agents, by reason of inconvenience or annoyance to Tenant, or injury to or interruption of Tenant's business, or otherwise.

B. Interruption of Electrical Service. Owner shall not be liable to Tenant in any way for any interruption, curtailment or failure, or defect in the supply or character of electricity furnished to the demised premises by reason of any requirement, act or omission of Owner or of any public utility or other company servicing the Building with electricity or for any other reason except Owner's gross negligence or willful misconduct.

53. ADDENDUM TO ARTICLE 17 (DEFAULT):

A. Interest. If Tenant shall fail to pay (1) any sum of money (other than Base Rent or any regularly recurring item of additional rent) which shall become due and payable by Tenant to Owner pursuant to the terms of this Lease within five (5) business days after the date when such installment is due, or (2) any installment of Base Rent or any regularly recurring item of additional rent when due, Tenant shall pay (i) a late payment charge of Two Hundred Fifty and 00/100 (\$250.00) Dollars the first time in any consecutive twelve (12) month period that there is a late payment hereunder and Five Hundred and 00/100 (\$500.00) for each late payment thereafter occurring in such consecutive twelve (12) month period, and (ii) interest on the amount overdue at a rate of ten percent (10%) per annum (or, if less, the maximum rate permitted by applicable law), from the date on which such installment or payment is due to the date of payment thereof (but in no event shall such interest be calculated and payable for less than a full calendar month), and such late payment charge and interest shall be deemed to be additional rent.

B. Notices. Nothing contained in Article 17 or in this Article shall be deemed to require Owner to give the notices therein or herein provided for prior to the commencement of a

summary proceeding for nonpayment of rent or a plenary action for the recovery of rent on account of any default in the payment of the same, it being intended that such notices are for the sole purpose of creating a conditional limitation hereunder pursuant to which this Lease shall terminate and if Tenant thereafter remains in possession or occupancy, it shall become a holdover tenant.

54. ADDENDUM TO ARTICLE 18 (REMEDIES):

A. Liquidated Damages. In case of any default, reentry, expiration and/or dispossession by summary proceeding or otherwise, Owner may, whether or not Owner shall have collected any monthly deficiencies (referred to as a "Deficiency") as provided in subsection (c) of Article 18 of this Lease, be entitled to recover from Tenant and Tenant shall pay to Owner, on demand, in lieu of any further Deficiencies as and for liquidated and agreed final damages, a sum equal to the excess (if any) of (x) the rent reserved in this Lease for the period which otherwise would have constituted the unexpired portion of the Term (commencing on the date immediately succeeding the last date with respect to which a Deficiency, if any, was collected), over (y) the then fair and reasonable rental value of the demised premises for the same period (which is calculated by (I) deducting from the fair and reasonable rental value of the demised premises the expenses that Owner would reasonably expect to incur in reletting the demised premises, including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees and disbursements, alteration costs, contributions to work and other expenses of preparing the demised premises for such reletting, and (II) taking into account the time period that Owner would reasonably require to consummate a reletting of the demised premises to a new tenant). If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the demised premises, or any part thereof, shall have been relet by Owner for the period which otherwise would have constituted the unexpired portion of the Term or any part thereof, the amount of rent reserved upon such subletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the demised premises so relet during the term of the reletting.

B. Owner's Costs. Whenever any default by Tenant causes Owner to incur attorneys' fees and/or any other costs or expenses, or if Owner incurs attorney fees and/or other costs and expenses in connection with defending any action or proceeding brought by Tenant against Owner in which Tenant fails to secure a final unappealable judgment against Owner, Tenant agrees that it shall pay and/or reimburse Owner, as additional rent hereunder, for such reasonable fees, costs or expenses within ten (10) business days after being billed therefor. In addition, Tenant hereby acknowledges and agrees that in the event this Lease and the Term hereof shall expire and come to an end by reason of a default by Tenant hereunder, Tenant shall be liable for an amount equal to the sum of the unamortized portion of any brokerage commissions or fees paid by Owner in connection with this Lease (amortized on a straight-line basis over the Term of this Lease), which sum shall be immediately due and payable by Tenant on demand by Owner and deemed to be additional rent hereunder.

55. ADDENDUM TO ARTICLE 21 (END OF TERM):

A. Damages. Tenant hereby indemnifies Owner against any liability resulting from delay by Tenant in surrendering the demised premises upon the termination of this Lease as provided herein, including any claims made by any succeeding tenant or prospective tenant founded upon such delay.

B. Holdover. In the event Tenant remains in possession of the demised premises after the expiration of the Term or earlier termination of this Lease without the execution of a new lease, in addition to any other rights or remedy Owner may have hereunder or at law, Tenant shall pay to Owner for each month and for each portion of any month during which Tenant holds over in the demised premises after the Expiration Date or sooner termination of this Lease, a sum equal to (i) one hundred twenty-five percent (125%) of that portion of the Base Rent and the additional rent which was payable under this Lease during the last month of the Term (the "Last Month Rent") for the first thirty (30) days of the holdover, (ii) one hundred fifty percent (150%) of the Last Month Rent for the second thirty (30) days of the holdover, and (iii) two hundred percent (200%) of the Last Month Rent for any period of the hold over beyond such initial sixty (60) day period. Nothing herein contained shall be deemed to permit Tenant to retain possession of the demised premises after the Expiration Date or sooner termination of this Lease and no acceptance by Owner of payments from Tenant after the Expiration Date or sooner termination of the Term shall be deemed to be other than on account of the amount to be paid by Tenant in accordance with the provisions of this Article, which provisions shall survive the Expiration Date or sooner termination of this Lease.

C. Medicine Removal. Owner shall not remove, control, take or retain access to any prescription medications, whether during the term or upon the expiration or earlier termination of this Lease (unless same shall remain in the demised premises following the expiration or earlier termination of this Lease, in which case same shall be deemed abandoned, and all rights and remedies available to Owner with respect to abandoned Tenant's Property as provided for herein. Tenant hereby assumes full responsibility and liability to remove all prescription medications and patient medical records including, without limitation, upon the expiration or earlier termination of this Lease and in no event shall Owner have any liability in connection therewith.

56. ADDENDUM TO ARTICLE 27 (BILLS AND NOTICES):

Any notice to be given by either party hereof shall be by prepaid registered or certified mail, prepaid personal delivery or by prepaid nationally recognized overnight delivery service for next business day delivery, addressed as follows:

If to Owner: 99 Bowery LLC
 c/o Building Equity Management LLC
 1261 Broadway, Suite 812
 New York, New York 10001

If to Tenant: Ling Yan Jiang, P.A., P.C. d/b/a Century Dermatology
 99 Bowery
 New York, New York 10002

or such other address or to the attention of such other person as hereafter shall be designated in writing by the applicable party sent in accordance with the provisions of this Article. Notices to either party shall be deemed to be given (a) on the date received, or receipt refused, when sent by personal delivery or overnight courier and (b) on the third (3rd) day after mailing, when sent by certified mail, return receipt requested. Tenant hereby acknowledges and agrees that any such bill, statement, demand, notice, request or other communication may be

given by Owner's agent on behalf of Owner and further, that any communication with respect to Rent may be given by Owner to Tenant by regular mail. Notwithstanding anything contained in this Lease to the contrary, bills and statements issued by Owner may be sent by the method(s) set forth hereinabove, without copies to any other party. This notice provision has been specifically negotiated between the parties hereto.

57. ADDENDUM TO ARTICLE 31 (SECURITY):

A. Reduction. Provided that: (i) this Lease shall be in full force and effect and Tenant shall not then be, or any time previously have been, in default hereunder, (ii) Tenant shall have made all payments of Base Rent and additional rent in a timely fashion at all times following the Commencement Date, (iii) Owner has not previously drawn on the Security Deposit by reason of default on the part of Tenant, and (iv) Tenant shall have sent Owner a written reminder notice referring to this Section 57.A not less than thirty (30) days prior to the Reduction Date (as hereinafter defined), the amount of the Security Deposit shall be reduced by \$21, 076.80 (the "Reduction Amount") as of the date on which the second (2nd) anniversary of the Rent Commencement Date shall occur (the "Reduction Date") such that the Security Deposit shall then be equal to \$50, 923.20 (i.e. four (4) months of the monthly base rent in the amount of \$12, 730.80 then payable hereunder); provided, however, under all circumstances the Security Deposit shall never be reduced to an amount less than four (4) months' of the Base Rent then payable hereunder (the "Required Security Deposit"). By way of example, for the period commencing on the date on which the eighth (8th) anniversary of the Rent Commencement Date shall occur, the Required Security Deposit shall equal \$65,442.04. Accordingly, Tenant shall pay to Owner together with the first increase of monthly rent payable hereunder on each anniversary of the Rent Commencement Date, an amount sufficient such that the Security Deposit always equal to the Required Security Deposit. In the event that Tenant has been in default prior to the Reduction Date or is in default on the Reduction Date, this Section 57.A shall automatically be null and void and of no further force or effect and Tenant shall be obligated to replenish the Security Deposit such that the Security Deposit shall be increased to the Required Security Deposit.

B. Guaranty. In order to induce Owner to enter into this Lease and as additional security for Tenant's full performance of its obligations under this Lease, Tenant shall deliver to Owner, together with the execution and delivery of this Lease, a guaranty (herein referred to as the "Guaranty") in the form annexed hereto and made part hereof as Exhibit 2, executed by Ling Yan Jiang (herein referred to as "Guarantor"). Owner may pursue any remedy under the Guaranty simultaneously with its pursuing any remedy hereunder and Tenant hereby waives any right to defend against any action, proceeding or arbitration prosecuted by Owner based on any theory or doctrine of election of remedies. The failure of Tenant to deliver to Owner the Guaranty executed by Guarantor shall be deemed a material default by Tenant hereunder without the giving of any notice thereof.

58. ADDENDUM TO ARTICLE 28 (WATER CHARGES) AND ARTICLE 30 (ELEVATORS, HEAT, CLEANING):

A. No Responsibility. Owner shall have no responsibility for the rendition of any services or utilities to Tenant or the demised premises including, without limitation, electricity, heating, air-conditioning, cleaning, elevator, gas, steam, water or sewer services. Tenant shall arrange to obtain electricity, steam and water from the public utility or other company servicing the Building at Tenant's sole cost and expense by means of the then existing facilities serving the demised premises to the extent that the same are available, suitable and safe for such purposes.

Tenant acknowledges and agrees that the demised premises is currently not served by gas and shall not be served by gas during the Term.

B. Heating and Air-Conditioning. Tenant shall, at Tenant's sole cost and expense and as part of Tenant's Initial Alteration, provide and install a heating, ventilation, air-conditioning and/or cooling system (the "HVAC system") that exclusively services the demised premises. Tenant agrees to maintain and repair the HVAC system or any other heating, ventilation and air-conditioning system installed by Tenant servicing the demised premises at Tenant's sole cost and expense in compliance with all present and future laws relating hereto. Tenant shall not alter, modify or replace such equipment, or any part thereof, without Owner's consent. Tenant shall pay for the costs of electrical energy consumed by the HVAC system or any other heating, ventilation and air-conditioning system installed by Tenant servicing the demised premises in accordance with the provisions of Articles 12 and 52 of this Lease. Tenant shall contract for and maintain throughout the Term regular service of the HVAC system (whether existing in the demised premises or installed by Tenant) with a recognized maintenance company reasonably acceptable to Owner and shall forward to Owner duplicate originals of such contract and all renewals and modifications thereof, failing which Owner shall have the right, but not the obligation, to procure a service maintenance agreement at Tenant's expense, reimbursable as additional rent within ten (10) days following demand therefor.

C. Water Charges. Notwithstanding anything contained in this Lease to the contrary, Tenant shall, at Tenant's sole cost and expense, during the performance of Tenant's Initial Alteration to the demised premises, install a water meter to measure Tenant's water consumption in the demised premises for all purposes. Throughout the Term hereof, Tenant shall keep said meter and installation equipment in good working order and repair at Tenant's own cost and expense, in default of which 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. Tenant covenants and agrees to pay the sewer rent, charge or any other tax, rent, levy or charge which now or hereafter is assessed, imposed or a lien upon the demised premises or the realty of which they are part pursuant to law, order or regulation made or issued in connection with the use, consumption, maintenance or supply of water, water system or sewage or sewage connection or system. Any bill rendered by Owner for water shall be calculated at the then applicable rate prescribed by the public utility company servicing the Building plus a supervisory charge of 5% of said amount to Owner, which bill shall be payable by Tenant as additional rent hereunder within five (5) business days of rendition. Otherwise, Tenant shall pay for Tenant's water consumption directly to the municipality or utility company providing the same.

59. ADDENDUM TO ARTICLE 35 (RULES AND REGULATIONS):

The following additional Rules and Regulations are to be observed by Tenant and complied with in accordance with Article 35 of this Lease:

A. Fixtures. The water and plumbing fixtures shall not be used for any purpose other than those for which they were designed or constructed and no sweepings, rubbish, rags, acids or other substances shall be deposited therein, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose clerks, agents, employees or visitors, shall have caused it.

B. Sweeping. No tenant shall sweep or throw or permit to be swept or thrown from the demised premises any dirt or other substances into any of the streets, or out of the doors or

windows or stairways of the building, and no tenant shall use, keep or permit to be used or kept any foul or noxious gas or substance in the demised premises, or permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to Owner or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any animals (except service animals) or birds be kept in or about the Building.

C. Boring, Drilling. No tenant shall mark, paint, drill into or in any way deface the façade of any part of the demised premises or the Building. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Owner and as Owner may direct.

D. Advertising. Owner shall have the right to prohibit any advertising by any tenant which, in Owner's reasonable opinion, tends to impair the reputation of the Building or its desirability and upon written notice from Owner, such tenant shall refrain from or discontinue such advertising. Without limiting the generality of the foregoing, Tenant shall not use any loud speakers from which sound is discernible outside the demised premises.

E. Flammable Material. No tenant shall bring or permit to be brought or kept in or on the demised premises, any flammable, combustible or explosive fluid, material, chemical or substance except such quantities of cleaning and duplicating machine fluids as permitted by law, or cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors to permeate in or emanate from the demised premises.

F. Vending Machines. No vending machines or "arcade-type" games shall be brought into or kept in or on the demised premises.

G. No Lodging. The demised premises shall not be used for lodging or sleeping or for any immoral or illegal purpose.

H. Application to Owner. The requirements of tenants will be attended to only upon application to Owner. Employees of Owner shall not perform any work or do anything outside of the regular duties, unless under special instructions from Owner.

I. Plan Review. With respect to any Alterations other than Tenant's Initial Alterations, whenever Tenant shall submit to Owner any plan, agreement or other document for the consent or approval of Owner, Tenant shall pay to Owner, on demand and as additional rent hereunder, a processing fee in the amount of the reasonable fees for review and negotiation thereof, including the services of any architect, engineer, attorney or other third party consultant or professional employed by Owner to review such plan, agreement or document not to exceed three thousand dollars (\$3,000.00) in any instance. Whenever any appearance by Owner or any officer, partner, employee or consultant of Owner, or Owner's attorney is required as a witness or otherwise in any action or proceeding whatsoever involving or affecting Owner, a tenant or this Lease, such tenant shall pay to Owner, on demand as additional rent, any costs associated therewith.

J. Additional Rules. Owner reserves the right to rescind, alter, waive or add, as to one or more or all tenants, any rule or regulation at any time prescribed for the Building when, in the judgment of Owner, Owner deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Building, or the preservation of good order therein or the operation or maintenance of the Building, or the equipment thereof, or the comfort

of the tenants or others therein. No rescission, alteration, waiver or addition of any rule or regulation in respect of one tenant shall operate as a rescission, alteration or waiver in respect of any other tenant.

K. Security Gates. No exterior or interior security gates shall be installed in or around the demised premises without the prior written consent of Owner, which consent shall not be unreasonably withheld with respect to the installation of interior security gates only.

60. BROKER:

Tenant covenants, warrants and represents to Owner that (i) no broker, finder or similar person or entity other than Building Equity Real Estate LLC (the "Broker") is entitled to a commission, fee or other compensation in connection with this Lease, (ii) Tenant was not represented by a broker, finder or similar person in this lease transaction, and (iii) insofar as Tenant knows no other broker negotiated this Lease or is entitled to any commission in connection therewith. The execution and delivery of this Lease by Owner shall be conclusive evidence that Owner has relied upon the foregoing representation and warranty. Tenant agrees to indemnify and hold Owner harmless against and from all costs, expenses, damages and liabilities, including reasonable attorney's fees and court costs, arising from any claims for brokerage commissions, finder's fees or other compensation resulting from or arising out of any conversations, negotiations or actions had by Tenant or anyone acting on behalf of Tenant with any broker, finder, similar person or entity other than the Broker. Tenant shall defend against any such claim by attorneys reasonably satisfactory to Owner and shall not enter into any settlement agreement with respect thereto without first receiving written authorization therefor, specific in scope and authority, from Owner. Without limiting the generality of the foregoing or the provisions of Articles 11 and 51 hereof, it is expressly agreed that Owner shall also have no liability for brokerage commissions arising out of an assignment or a sublease by Tenant, and Tenant shall and hereby does indemnify Owner and hold Owner harmless from and against any and all liability for brokerage commissions arising out of any such assignment or sublease.

61. WAIVER OF LIABILITY:

Anything contained in this Lease to the contrary notwithstanding, Tenant shall look solely to Owner to enforce Owner's obligations hereunder and shall not seek any damages against the members, shareholders, directors or officers of Owner, if Owner is a corporation or a limited liability company, nor the partners or members comprising Owner (nor any of the members, shareholders, directors or officers of such partners), if Owner is a partnership (collectively, the "Parties"). The liability of Owner for Owner's obligations under this Lease shall not exceed and shall be limited to Owner's interest in the Building and the Real Property and Tenant shall not look to or attach any other property or assets of Owner or the property or assets of any of the Parties in seeking either to enforce Owner's obligations hereunder or to satisfy a judgment for Owner's failure to perform such obligations. In the event Owner conveys or transfers its interest in the Building or in this Lease, except as collateral security for a loan, upon such conveyance or transfer, Owner (and in the case of any subsequent conveyances or transfers, the then grantor or transferor) shall be entirely released and relieved from all liability with respect to the performance of any terms, covenants and conditions on the part of Owner to be performed hereunder from and after the date of such conveyance or transfer, provided that any amounts then due and payable to Tenant by Owner (or by the then grantor or transferor) or any other obligations then to be performed by Owner (or by the then grantor or transferor) for Tenant under any provisions of this Lease, shall either be paid or performed by Owner (or by the then grantor or transferor) or such payment or performance assumed by the grantee or transferee; it being intended hereby that the

covenants and obligations on the part of Owner to be performed hereunder shall be binding on Owner, its successors and assigns only during and in respect of their respective periods of ownership of an interest in the Building or in this Lease. In no event shall Owner or any of the other Parties, disclosed or undisclosed, ever be liable for incidental or consequential damages. This provision shall not be deemed, construed or interpreted to be or constitute an agreement, express or implied, between Owner and Tenant that Owner's interest hereunder and in the Building shall be subject to impressment of any equitable lien or otherwise.

62. OWNER'S CONSENTS:

With respect to any provision of this Lease which provides, in effect, that Owner shall not unreasonably withhold or unreasonably delay any consent or any approval, Tenant shall, in no event, be entitled to make, nor shall Tenant make, any claim, and Tenant hereby waives any claim, for money damages; nor shall Tenant claim any money damages by way of setoff, counterclaim or defense, based upon any claim or assertion by Tenant that Owner has unreasonably withheld or unreasonably delayed any consent or approval; but Tenant's sole remedy shall be an action or proceeding to enforce any such provision, or for specific performance, injunction or declaratory judgment.

63. SIGNS AND EXTERIOR LIMITATIONS:

A. Owner Consent to Signage. Tenant shall not exhibit, inscribe, paint or affix any sign, canopy, awning, advertisement, notice or other lettering on any portion of the Building without the prior written consent of Owner in each instance. A plan of all signage or other lettering proposed to be exhibited, inscribed, painted or affixed shall be prepared by Tenant in conformity with applicable law, the building standard signage requirements, and the standards promulgated by the local community or business association (if any) and submitted to Owner for Owner's consent. Upon the granting of Owner's written consent, Tenant may install such signage at Tenant's sole expense. Upon installation of any such signage or other lettering, such signage or lettering shall not be removed, changed or otherwise modified in any way without Owner's prior written approval. Tenant agrees to keep any such sign, canopy, awning, advertisement, notice or other lettering installed by or on behalf of Tenant in good condition and repair throughout the Term hereof at Tenant's sole cost and expense, including, without limitation, the periodic cleaning and replacement of the same, as reasonably required (or as reasonably requested by Owner). Tenant shall apply for, secure, maintain and comply with all municipal or government approvals (including, but not limited to, city codes), consents, licenses or permits which may be required for Tenant's signage, which signage shall at all times be subject to limitations pursuant to legal requirements.

B. Façade Changes. If Tenant shall install a new storefront as part of Tenant's Initial Alteration, it shall be subject to Owner's prior approval thereof in accordance herewith, including, without limitation, Article 3 and 45 herein, and shall comply with applicable legal requirements and all municipal and governmental approvals. Owner does not demise any portion of the exterior of the demised premises or the Building or grant any rights with respect thereto. Accordingly, Tenant or anyone claiming by, through or under Tenant shall not alter the façade of the exterior of the demised premises or the Building without Owner's consent. Tenant shall not place or install or maintain on the exterior of the demised premises any awning, canopy, banner, flag, pennant, aerial, antenna, advertisements or projections of whatsoever kind or nature.

C. Advertising. In no event shall any sign(s), advertising or promotional material, lettering, numbering, picture or image be painted, written or otherwise created or affixed directly on any window, glass or door.

D. Violation of Requirements. Any signage, advertisement, notice or other lettering which shall be exhibited, inscribed, painted or affixed by or on behalf of Tenant in violation of the provisions of this Article may be removed by Owner and the cost of any such removal shall be paid by Tenant as additional rent.

E. Removal of Sign. In the event Owner or Owner's representatives shall deem it necessary to remove any sign in order to paint or to make any other repairs, alterations or improvements in or upon the Building or the demised premises or any part thereof, Owner shall have the right to do so, provided the same be removed and replaced at Owner's expense, whenever said repairs, alterations or improvements shall have been completed.

64. CLEANING AND WASTE REMOVAL:

A. Cleaning; Odors. Tenant shall, at its sole cost and expense, install reasonable control devices or procedures to eliminate odors, the material, size and location of which installation shall be subject to Owner's prior written approval thereof. If any governmental agency or quasi-governmental agency, board or other body having jurisdiction over the Building or the demised premises has issued a summons or other notice of violation of any health or safety laws or regulations, Tenant shall immediately cease and desist from the activity which gave rise to such summons or other notice of violation. Owner shall have the right to enter the demised premises at any reasonable time after prior reasonable notice (other than in event of an emergency) to inspect the same and ascertain whether they are clean and free of odors.

B. Carting. Tenant shall comply with the terms and conditions of Section 44(H) herein at all times during the term. Accordingly, Tenant shall, at its sole cost and expense, engage a licensed carting company approved by Owner for the removal and disposal of Tenant's rubbish and trash and shall comply with all applicable laws regarding the sorting and disposal of trash. The disposal of garbage, rubbish and waste shall be made subject to and in accordance with the rules and regulations from time to time promulgated by Owner and Tenant shall not permit accumulations of garbage, rubbish or waste except at locations designated by Owner. Tenant shall not permit the discharge of odors or humidity into any other portions of the Building or adjacent areas. If any governmental agency or quasi-governmental agency, board or other body having jurisdiction over the Building or the demised premises has issued a summons or other notice of violation of any health or safety laws or regulations, Tenant shall immediately cease and desist from the activity which gave rise to such summons or other notice of violation. Tenant further covenants and agrees, at the Tenant's sole cost and expense, to keep the waste drain, sewer pipes, septic lines, if applicable, and connections with mains, in and emanating from the demised premises, clean and free from obstruction and blockage to the reasonable satisfaction of Owner, its agents and all authorities having jurisdiction thereof. Tenant shall employ, on a regular basis, a licensed exterminator for the purpose of keeping the demised premises free from vermin and other pests. If the demised premises shall be or become infested with vermin, Tenant, at Tenant's expense, shall cause the same to be exterminated from time to time to the satisfaction of Owner and shall employ such licensed exterminators and such exterminating company or companies as shall be approved by Owner. Any fines incurred by Owner by reason of Tenant's failure to comply with the provisions of this Subsection (B) or Section 44(H) herein shall be paid by Tenant to Owner on demand as additional rent.

65. GLASS:

Tenant shall, as soon as practicable and in any event within twenty-four (24) hours after any glass (including mirrors, doors and plate glass windows) in the demised premises and the perimeter and, demising walls thereof is broken or cracked, including a so-called "bull's-eye" break in the glass, at its sole expense, replace such glass with glass of the same kind and quality and as may be necessary or desirable in connection with such replacement, repair or replace the frames for such glass, and in the event Tenant shall fail to so replace such glass and if necessary repair or replace such frames as aforesaid in a manner satisfactory to Owner, then Owner may replace the glass, if necessary, and repair or replace such frames on Tenant's behalf and Tenant shall, within five (5) days after Owner's demand therefor, pay to Owner as additional rent the costs incurred by Owner in so doing.

66. SIDEWALKS:

Tenant shall keep and maintain the sidewalks and curbs adjacent to or leading to the demised premises or the Building in a neat, clean, sanitary and safe condition, free from obstruction, snow, ice and debris. Tenant shall make all repairs required to keep the sidewalks and curbs adjacent to the demised premises in good order and repair. Tenant agrees not to encumber or obstruct or permit the encumbrance or obstruction, whether by the parking of vehicles or otherwise, of the sidewalks or curbs adjacent or leading to the demised premises or the Building.

67. FLOOR PLAN:

The plan of demised premises annexed hereto is for identification purposes only and any dimensions, distances and locations shown on the portions of the plan annexed hereto representing the demised premises are approximate only and any changes or variations between the actual dimensions, distances and locations and those shown on said plan shall not be deemed material and shall in no way affect the obligations of Tenant hereunder.

68. ACCEPTANCE OF KEYS:

If Owner or Owner's managing or rental agent accepts from Tenant one (1) or more keys to the demised premises in order to assist Tenant in showing the demised premises for subletting or other disposition or for the performance of work therein for Tenant or for any other purpose, the acceptance of such key or keys shall not constitute an acceptance of surrender of the demised premises nor a waiver of any of Owner's rights or Tenant's obligations under this Lease, including without limitation, the provisions relating to assignment and subletting and the condition of the demised premises.

69. SURVIVAL CLAUSE:

Any obligation of Tenant which can only be, or which, by the provisions of this Lease, may be performed after the expiration or earlier termination of this Lease, and Tenant's liability to make any payment which is allocated to any period ending at the time of expiration or termination of this Lease, shall, unless expressly otherwise provided in this Lease, survive the expiration or earlier termination of this Lease.

70. ADDITIONAL DEFINITIONS:

A. The terms "building" or "Building" wherever used in this Lease shall mean the Building identified in the preamble of this Lease.

B. The terms "Landlord" and "Owner", whenever used in this Lease, shall mean the Owner set forth in the preamble hereof, and its successors and assigns.

C. The terms "lease" or "Lease", wherever used in this Lease, shall mean, collectively, the Standard Form of Store Lease and the Rider and all Exhibits and Schedules annexed thereto and made a part hereof.

D. The terms "rent" or "Rent" whenever used in this Lease shall mean, collectively, all Base Rent and additional rent payable hereunder.

E. The terms "demised premises" or "Premises" whenever used in this Lease shall mean the premises demised pursuant to the terms hereof.

71. RELATIONSHIP OF PARTIES:

Nothing contained in this Lease shall be deemed to constitute or be construed or implied to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto, other than the relationship of owner and tenant.

72. CONSTRUCTION:

If any of the provisions of this Lease or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

73. GOVERNING LAW:

This Lease shall be deemed to have been made in New York County, New York, and shall be construed in accordance with the laws of New York. All actions or proceedings relating, directly or indirectly, to this Lease shall be litigated only in courts located within the County of New York. Owner and Tenant and their respective successors and assigns, hereby subject themselves to the jurisdiction of any state or federal court located with such county, and shall be subject to service provided that the terms, provisions and conditions of Article 27 are adhered to.

74. LEASE NOT BINDING UNLESS EXECUTED:

Submission by Owner of this Lease for execution by Tenant shall confer no rights nor impose any obligations on either party unless and until Owner and Tenant shall have executed this Lease and duplicate originals thereof shall have been delivered to the respective parties.

75. ENTIRE AGREEMENT:

This Lease constitutes the entire Agreement between the parties and no earlier statements or prior written matter shall have any force or effect. Tenant agrees that it is not relying on any representations or agreements other than those contained in this Lease.

76. RECORDING:

Tenant shall not record this Lease or any memorandum thereof.

77. CAPTIONS:

The article numbers and captions herein contained are inserted only as a matter of convenience and are not intended to limit or describe the scope or intent of any Article or in any way affect this Lease.

78. AUTHORIZATION:

If Tenant is a corporation, then Tenant warrants to Owner that (a) the execution and delivery of this Lease has been duly authorized by the Board of Directors of Tenant, (b) either (i) the making of this Lease does not require any vote or consent of shareholders or (ii) all required votes or consents have been duly taken or obtained and (c) that Tenant is duly organized and validly existing under the laws of the State of New York, with full legal power and authority to perform its obligations as contemplated by this Lease. If Tenant is a partnership, then Tenant and its general partners warrant to Owner that (x) the execution and delivery of this Lease does not require any vote or consent of partners, or (y) all required votes or consents have been duly taken and obtained and (z) that Tenant is duly organized and validly existing under the laws of the State of New York, with full legal power and authority to perform its obligations as contemplated by this Lease.

79. INTENTIONALLY DELETED.

80. BASEMENT STORAGE SPACE:

Notwithstanding anything contained in this Lease to the contrary, the following provisions shall govern and control Tenant's use and occupancy of that portion of the demised premises located in the basement of the Building (the "Basement Space").

A. Use. Tenant shall use the Basement Space only for the purposes of storage of its inventory and merchandise and for no other purpose. For the avoidance of doubt, in no event may any medical facilities be located in, or medical services or procedures provided or performed in, the Basement Space.

B. Non-Assignable. Tenant may not assign its rights with respect to the Basement Space or sublease the same or allow the same to be used by others independent of the demised premises without the prior written consent of Owner.

C. Insurance. Tenant shall obtain insurance covering occurrences in, around and about the Basement Space and Tenant's personal property and merchandise stored in the Basement Space, which insurance shall be in such form and subject to the terms set forth in Articles 8 and 49 of this Lease. Owner shall have no obligation to insure occurrences in, around and about the Basement Space or Tenant's personal property, inventory and merchandise stored therein.

D. No Services. Owner shall not be responsible for the rendition or delivery of any services or utilities to the Basement Space whatsoever except for electrical current as currently exists.

E. No Liability. Owner shall not be liable for any loss sustained by Tenant due to Tenant's storage of Tenant's personal property and merchandise in the Basement Space, except where such damage results from the gross negligence or willful misconduct of Owner.

F. Compliance of Law. Owner makes no representations of any kind with respect to the use of Basement Space under applicable zoning laws, the building department regulations, fire laws or any other laws relating to the use of the Basement Space, and Tenant agrees to use the Basement Space only for storage purposes and any other lawful purposes and in full compliance with all laws relating thereto and Tenant shall indemnify and hold Owner harmless from and against any claims, fines, penalties or violations incurred in connection with Tenant's use of the Basement Space and Tenant shall not use such Basement Space if such use is a violation of the terms of Owner's insurance policies covering the Building.

G. Right of Access. Tenant acknowledges and agrees that Owner and Owner's agents, contractors, employees and invitees shall have the right to enter the Basement Space to gain access to the Building's mechanical systems and utility meters located therein (if any) and for all other purposes provided for in this Lease.

H. Move of Personalty. Tenant shall move its personal property and merchandise in and out of the Basement Space at its sole cost and expense, and at such times and in such a manner as Owner may reasonably designate.

I. Maintenance. The Basement Space shall be kept and maintained in a neat and clean condition at all times and Tenant shall observe and perform all instructions to that end given by Owner. The entire Basement Space shall also be kept and maintained in a manner so as to prevent fire or other hazards or the infestation by vermin.

J. No Hazardous Substances. Tenant shall not use, handle or store any Hazardous Substances, including, without limitation, any Medical Waste, in or about the Basement Space or the Building.

K. No Abatement of Rent. Tenant acknowledges that no portion of the Base Rent is allocated to the Basement Space and that such space is being demised by Owner to Tenant in consideration of the hiring of the demised premises by Tenant. Accordingly, Tenant further acknowledges that in no event shall Tenant be entitled to an abatement or reduction in the Base Rent, additional rent or any other sums due under this Lease due to the inability of Tenant to use or occupy all or any portion of the Basement Space for any reason whatsoever.

L. Condition of Basement Space. Tenant accepts the Basement Space and any existing equipment located therein in their present "as is" condition as of the date hereof and Tenant acknowledges that Owner shall not be obligated to perform any work or incur any expense to prepare the Basement Space for Tenant's use thereof.

M. Alterations. Tenant shall not make any alterations, additions or other physical changes in or about the Basement Space without Owner's prior consent, which consent may be withheld in Owner's sole and absolute discretion. If Owner consents to Tenant's request to make any alterations, additions or other physical changes in or about the Basement Space, Tenant shall perform same in accordance with the applicable terms, provisions and conditions of this Lease, including, without limitation, Articles 3 and 45 hereof.

81. OWNER'S RENOVATION WORK:

A. Work. The parties hereto acknowledge that Owner may during the Term hereof and from time to time (but shall have no obligation to) perform certain repairs, improvements and/or alterations to the façade of the Building (the "Façade Work") and that Owner may, at its option, as part of such Façade Work, install a new façade to the exterior of the Building, which may require that scaffolding and/or a sidewalk bridge be placed in the front of the demised premises, including the plate glass windows thereof. In addition, the parties hereto further acknowledge that Owner may, at its option, (1) replace the exterior windows of the Building (the "Window Replacement"), which work will be performed by rigging extending from the roof over the exterior façade of the Building, (2) perform certain electrical upgrading to the electrical risers and feeders located throughout the Building (the "Electrical Upgrading"), and (3) replace and/or restore the exterior storefronts of some or all of the ground floor retail premises located at the Building (the "Storefront Renovation"). Tenant acknowledges and agrees that Tenant shall cooperate with Owner and Owner's agents, representatives and contractors in connection with the performance of the work described in this Article and that said work may be performed at such times and in such a manner as Owner may elect.

B. No Abatement. Tenant acknowledges and agrees that it is not entitled to any abatement of Base Rent or additional rent in connection with (1) the Façade Work, the Window Replacement, Electrical Upgrading or the Storefront Renovation, (2) the temporary obstruction, blocking or darkening of Tenant's plate glass windows or the entrances into the demised premises resulting from any such work (including, but not limited to, the placement of ramping, sidewalk sheds, sidewalk bridges and/or scaffolding) or (3) any reduction in the plate glass windows or display window areas following the completion of the Storefront Renovation. Except for Owner's gross negligence or willful misconduct, Tenant hereby agrees to release Owner and Owner's successors and assigns of and from any claims, including, but not limited to, claims by reason of loss or interruption of business, damages, liability, action or causes of action of every kind and nature whatsoever arising under or in connection with (x) the Façade Work, Window Replacement, Electrical Upgrading and/or Storefront Renovation, (y) any obstruction, blocking or darkening that may result from such work (including, but not limited to, the placement of any ramping, sidewalk shed, sidewalk bridge and/or scaffolding) or (z) any reduction in the plate glass windows or display window areas following the completion of the Storefront Renovation. Tenant acknowledges and agrees that the work described in this Article may be performed at such times and in such a manner as Owner may elect.

82. INTENTIONALLY DELETED

83. ANTI-TERRORISM REQUIREMENTS

Tenant represents and warrants that (i) neither Tenant nor any person, group or entity who owns any direct or indirect beneficial interest in Tenant or any of them, is listed on the list maintained by the United States Department of the Treasury, Office of Foreign Assets Control (commonly known as the OFAC List) or otherwise qualifies as a terrorist, "Specially Designated National", "Blocked Person" or a person with whom business by a United States citizen or resident is prohibited (each a "Prohibited Person"); (ii) neither Tenant nor any person, group or entity who owns any direct or indirect beneficial interest in Tenant or any of them is in violation of any anti-money laundering or anti-terrorism statute, including, without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, U.S. Public Law 107-56 (commonly known as the USA PATRIOT Act), and the related regulations issued thereunder, including temporary regulations, and Executive Orders (including, without limitation, Executive Order 13224) issued in connection therewith, all as amended from time to time; and (iii) neither Tenant nor any person, group or entity who owns

any direct or indirect interest in Tenant is acting on behalf of a Prohibited Person. Tenant shall indemnify and hold Owner harmless from and against all claims, damages, losses, risks, liabilities and costs (including fines, penalties and legal costs) arising from any misrepresentation in this Paragraph or Owner's reliance thereon. Tenant's obligations under this Paragraph shall survive the expiration or sooner termination of the Term of this Lease.

84. FINANCIAL STATEMENTS

In the event of a default by Tenant hereunder, or in the event of a sale or financing of the Building or other capital event, Tenant shall furnish Owner within ten (10) business days after Owner's request therefor, (a) an updated, current financial statement of Tenant, Tenant's members and any guarantors of this Lease, which statement shall be audited (if available) and (b) current financial information regarding the net revenues earned from Tenant's business operations at the demised premises.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURES ON FOLLOWING PAGE

85. COUNTERPARTS

This Lease may be executed in one (1) or more counterparts, each of which counterpart shall be an original and all such executed counterparts shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart. Delivery of an executed counterpart of this Lease by facsimile or electronic transmission in a Portable Document Format ("PDF") or other digital format shall be equally effective as manual delivery of an executed counterpart of this Lease, and each such counterpart, whether delivered manually, by facsimile or PDF or such other digital format shall be deemed an original. Any party delivering an executed counterpart of this Lease by facsimile or PDF or other digital format shall also manually deliver an executed counterpart of this Lease; however the failure to do so shall have no effect on the validity, enforceability or binding nature and effect of this Lease.

OWNER:

99 BOWERY LLC

By: _____
Name: _____
Title: _____

TENANT:

LING YAN JIANG, P.A., P.C. d/b/a Century Dermatology

By: _____
Name: _____
Title: _____

Tenant's Tax I.D. Number

EXHIBITS

Exhibit 1 – Floor Plan of Demised Premises and Basement
Exhibit 2 – Form of Guaranty
Exhibit 3 – Contractor/Subcontractor Insurance Requirements
Schedule A – Tenant's Initial Alteration
Schedule B – Requirements for Certificates of Final Approval
Schedule C- Tenant Alteration Work and New Construction Conditions and Requirements

EXHIBIT 1

FLOOR PLAN OF DEMISED PREMISES AND BASEMENT

EXHIBIT 2
FORM OF GUARANTY

GUARANTY

by

Ling Yan Jiang PC PC

of

LEASE

dated as of December _____, 2023

Between

99 BOWERY LLC, Owner

AND

Ling Yan Jiang, P.A., P.C. d/b/a Century Dermatology, Tenant

Demised Premises:

Ground floor and Basement

99 Bowery

New York, New York

GUARANTY OF LEASE

THIS GUARANTY OF LEASE (this "Guaranty") is made as of the ____ day of December, 2023, by Ling Yan Jiang, an individual having an address at 11 East _1st Street, New York, New York 10003 ("Guarantor"), to and in favor of 99 BOWERY LLC having an address c/o Building Equity Management LLC, 1261 Broadway, Suite 812, New York, New York ("Owner").

WITNESSETH:

WHEREAS, Owner and Ling Yan Jiang, P.A., P.C. d/b/a Century Dermatology ("Tenant") are, concurrently with the execution and delivery of this Guaranty, entering into a lease (the "Lease") for certain ground floor premises and basement storage space (the "Demised Premises") in the building (the "Building") known as 99 Bowery, New York, New York, as more particularly described in the Lease; and

WHEREAS, Guarantor represents and warrants to Owner that Guarantor owns 100% of the stock of Tenant; and

WHEREAS, as a specific and material inducement to Owner to enter into the Lease with Tenant, Guarantor has agreed to execute and deliver this Guaranty, and by this Guaranty to guarantee Tenant's compliance with and performance of all of Tenant's obligations set forth in the Lease.

NOW, THEREFORE, in consideration of the execution and delivery of the Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, and in order to induce Owner to enter into the Lease, Guarantor hereby covenants and agrees as follows:

1. Guarantor guarantees, absolutely and unconditionally, to Owner (a) the full and prompt performance of all terms, covenants, conditions and agreements to be performed and observed by Tenant under the Lease and any and all amendments, modifications and other instruments relating thereto, whether now or hereafter existing, (b) the full and prompt payment of all Rent (as defined in the Lease), additional rent and other charges, costs and expenses which shall at any time be payable by Tenant under the Lease and any and all amendments, modifications and other instruments relating thereto, whether now or hereafter existing, and (c) all damages caused by and costs and expenses incurred by reason of Tenant's failure to pay for work performed and/or material supplied at or to the Building, including, without limitation, the failure to remove any mechanic's liens filed against the Building (hereinafter collectively called "Liabilities of Tenant"); and Guarantor hereby covenants and agrees to and with Owner, its successors and assigns, that if Tenant, its successors and assigns shall default at any time in the payment of Rent, additional rent or any other sums or charges payable by Tenant under the Lease or in the performance of any of the terms, covenants, provisions or conditions contained in the Lease, Guarantor will forthwith pay to Owner, its successors and assigns, such Rent, additional rent and other sums and charges payable by Tenant under the Lease and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and provisions of the Lease and will forthwith pay to Owner all damages that may arise in consequence of any such default by Tenant. In addition to all other obligations and liabilities of Tenant guaranteed hereunder, Guarantor hereby absolutely, unconditionally and irrevocably guarantees to Owner the full and prompt payment of (a) all sums

payable under the Lease arising from the holding over by Tenant after the expiration of the Lease, (b) any sums due from the use and occupancy of the demised premises after the expiration of the Lease and (c) all damages caused by such holding over (including, without limitation, Owner's reasonable attorneys' fees and disbursements and damages arising out of lost opportunities and/or new leases by Owner to re-let the Premises (or any part thereof).

2. Guarantor agrees that, with or without notice or demand, Guarantor will reimburse Owner, to the extent that such reimbursement is not made by Tenant, for all expenses (including reasonable attorneys' fees and disbursements) incurred by Owner in connection with (a) any default by Tenant under the Lease and (b) the enforcement or attempted enforcement of this Guaranty.
3. All moneys available to Owner for application in payment or reduction of the Liabilities of Tenant may be applied by Owner, in such manner and in such amounts and at such time or times as Owner may see fit, to the payment or reduction of such of the Liabilities of Tenant as Owner may elect.
4. This Guaranty shall be a continuing guaranty, and the liability of the Guarantor hereunder shall in no way be affected, modified or diminished by reason that any security for the Liabilities of Tenant is exchanged, surrendered or released or the Lease or any other obligation of Tenant is changed, altered, renewed, extended, continued, surrendered, compromised, waived or released in whole or in part, or that any default with respect thereto is waived, whether or not notice thereof is given to Guarantor, and it is understood and agreed that Owner may fail to set off and may release, in whole or in part, any credit on its books in favor of Tenant, and may extend further credit in any manner whatsoever to Tenant, and generally deal with Tenant or any such security as Owner may see fit; and Guarantor shall remain bound under this Guaranty notwithstanding any such exchange, surrender, release, change, alteration, renewal, extension, continuance, compromise, waiver, inaction, extension of further credit or other dealing. If the Lease shall be renewed, or its term extended, for any period beyond the date specified in the Lease for the expiration of said term (whether pursuant to option, or by law, or by agreement or otherwise), or if additional space shall be included in, or substituted for all or any part of, the premises demised by the Lease (whether pursuant to option, or by law, or by agreement or otherwise), or if the Lease be modified by agreement between Owner and Tenant in any other similar or dissimilar respect, the obligations hereunder of Guarantor shall extend and apply with respect such renewal of the Lease or extension of its term and/or with respect to any such additional space, or which under any supplemental indenture or new lease or modification agreement, entered into for the purpose of expressing or confirming any such renewal, extension, inclusion, substitution or modification, are to be kept, performed and observed by Tenant.
5. Guarantor hereby expressly waives (a) notice of acceptance of this Guaranty; (b) presentment and demand for payment of any of the Liabilities of Tenant; (c) protest and notice of dishonor or default to Guarantor or to any other party with respect to any of the Liabilities of Tenant; (d) all other notices to which Guarantor might otherwise be entitled; and (e) any demand for payment under this Guaranty; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall not be terminated,

affected, or impaired by reason of the assertion or the failure to assert by Owner against Tenant, or Tenant's successors and assigns, of any of the rights or remedies reserved to Owner pursuant to provisions of the Lease.

6. This is an absolute and unconditional guaranty of payment and not of collection and Guarantor further waives any right to require that any action be brought against Tenant or any other person or entity or to require that resort be had to any security or to any balance of any deposit account or credit on the books of Owner in favor of Tenant or any other person or entity. Successive recoveries may be had hereunder. No invalidity, irregularity or unenforceability of all or any part of the Lease shall affect, impair or be a defense to this Guaranty and this Guaranty shall constitute a primary obligation of the undersigned.
7. Notwithstanding any payments made by Guarantor hereunder, Guarantor shall not be subrogated to any of the rights of Owner against Tenant for any payment, nor shall Guarantor seek any reimbursement from Tenant in respect of payments made by Guarantor hereunder until all of the amounts due or becoming due to Owner under the Lease have been paid.
8. Each reference herein to Owner shall be deemed to include its successors and assigns, in whose favor the provisions of this Guaranty shall also inure. Each reference herein to Guarantor shall be deemed to include the heirs, distributees, executors, administrators, legal representatives, successors and assigns of Guarantor, all of whom shall be bound by the provisions of this Guaranty.
9. No delay on the part of Owner in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights; no notice to or demand on Guarantor shall be deemed to be a waiver of the obligation of Guarantor or of the right of Owner to take further action without notice or demand as provided herein; nor in any event shall any modification or waiver of the provisions of this Guaranty nor any termination hereof be effective unless in writing signed by Owner, nor shall any waiver be applicable except in the specific instance for which given.
10. Guarantor further agrees that if Tenant becomes insolvent or shall be adjudicated a bankrupt or shall file for reorganization or similar relief or if such petition is filed by creditors of Tenant under any future Federal or State law, Guarantor's obligations hereunder may nevertheless be enforced against Guarantor. The termination of the Lease pursuant to the exercise of any rights of a trustee or receiver in any of the foregoing proceedings, shall not affect the Guarantor's obligations hereunder or create in Guarantor any set-off against such obligation. Neither Guarantor's obligation under this Guaranty nor any remedy for enforcement thereof, shall be impaired, modified or limited in any manner whatsoever by any impairment, modification, waiver of discharge resulting from the operation of any present or future provision under the Federal Bankruptcy Act or any other statute or decision of any court. Guarantor further agrees that its liability under this Guaranty shall be primary and that in any right of action which may accrue to Owner under the Lease, Owner may, at its option, proceed against Guarantor or Tenant, without having commenced any action against or having obtained any judgment against Tenant or Guarantor.

11. This Guaranty is, and shall be deemed to be, a contract entered into under and pursuant to the laws of the State of New York and shall be in all respects governed, construed, applied and enforced in accordance with the laws of such State; and no defense given or allowed by the laws of any other State or Country shall be interposed in any action or proceeding hereon unless such defense is also given or allowed by the laws of the State of New York.
12. Guarantor hereby: (i) irrevocably consents and submits to the jurisdiction of any federal, state, county or municipal court sitting in the County of New York in respect to any action or proceeding brought therein by Owner against Guarantor concerning any matters arising out of or in any way relating to this Guaranty or the Lease; (ii) expressly waives any rights of Guarantor pursuant to the laws of any other jurisdiction by virtue of which exclusive jurisdiction of the courts of any other jurisdiction might be claimed; (iii) irrevocably waives personal service of any summons and complaint, and consents to the service upon Guarantor of process in any such action or proceeding by the mailing of such process by first class, registered or certified mail, postage prepaid, to Guarantor at the address set forth herein or in any other manner permitted by law and Guarantor expressly agrees that such service shall be deemed in every respect effective service of process upon Guarantor in any suit, action, or proceeding arising out of this Guaranty, and be taken and held to be valid personal service upon and personal delivery to Guarantor; (iv) irrevocably waives all objections as to venue and any and all rights Guarantor may have to seek a change of venue with respect to any such action or proceeding; (v) agrees that the laws of the State of New York shall govern in any such action or proceeding, and waives any defense to any action or proceeding granted or allowed by the laws of any other country or jurisdiction unless such defense is also allowed by the laws of the State of New York; and (vi) agrees that any final judgment rendered against Guarantor in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law, and expressly consents to the affirmation of the validity of any such judgment by the courts of any other jurisdiction so as to permit execution thereon. Guarantor further agrees that any action or proceeding by Guarantor against Owner with respect to any matters arising out of or in any way relating to the Lease shall be brought only in the State of New York, County of New York. Guarantor hereby represents that there are no treaties or laws which would preclude, impair or hinder the recognition of any judgment rendered by any such court sitting in the State of New York by, and the enforcement of any such judgment by, the courts of any other jurisdiction, and Guarantor agrees that Guarantor will interpose no defense or claim against and shall consent to the issuance of all necessary documents by the courts of any other jurisdiction in order to execute upon any such judgment.
13. Intentionally Deleted.
14. All payments due hereunder shall be made in lawful money of the United States of America in immediately available funds free and clear of, and without deduction or withholding for or on account of, any taxes, levies, fees, imposts, duties, expenses, commissions, withholdings, assessments or other charges, or any penalties, fines, additions to tax or interest thereon (collectively, "Taxes") to the extent that any such Taxes would reduce the amount Owner would otherwise have received had Tenant made such payment. If any Taxes shall be required by

law to be deducted or withheld from any payment hereunder and as a result thereof the amount Owner would otherwise have received had Tenant made such payment is reduced, Guarantor shall increase the amount paid so that Owner receives, after deduction or withholding on account of taxes, the full amount of the payment provided for in this Guaranty. This Guaranty is made by Guarantor in connection with a transaction in which the specification of U.S. dollars and payment at the designated place of payment is of the essence, and U.S. dollars shall be the currency of account in all events. The payment obligations of the Guarantor under this Guaranty shall not be discharged by an amount paid in another currency or in another place, whether pursuant to a judgment or otherwise, to the extent that the amount so paid on conversion to U.S. dollars and transferred to the designated place of payment under normal banking procedures does not yield the amount of U.S. dollars due hereunder. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder in U.S. dollars into another currency, the parties hereto agree, to the fullest extent permitted by law, the rate of exchange used shall be that at which, in accordance with normal banking procedures, Owner could purchase U.S. dollars with such other currency at a bank located in The City of New York on the date on which final judgment is given. The obligation of Guarantor in respect of any sum due from it to Owner hereunder shall, notwithstanding any judgment in currency other than U.S. dollars, be discharged only to the extent that, on the business day following receipt by Owner of any sum judged to be so due with such other currency, Owner may, in accordance with normal banking procedures, purchase U.S. dollars with such other currency. If the U.S. dollars so purchased are less than the sum originally due to Owner in U.S. dollars, Guarantor agrees, as a separate obligation and notwithstanding any such judgment, to indemnify Owner against such loss, and if the U.S. dollars so purchased exceed the sum originally due to Owner, in U.S. dollars, Owner agrees to remit to Guarantor such excess.

15. Guarantor represents and warrants to Owner that:

Guarantor has full power, authority and legal right to cause this Guaranty to be signed and delivered, and to perform and observe the provisions of this Guaranty, including, without limitation, the payment of all moneys hereunder.

This Guaranty constitutes the legal, valid and binding obligation of Guarantor, and is enforceable in accordance with its terms.

Guarantor, as of the date hereof, is not in violation of any decree, ruling, judgment, order or injunction applicable to it nor any law, ordinance, rule or regulation of whatever nature, nor are there any actions, proceedings or investigations pending or threatened against or affecting Guarantor (or any basis therefor known to Guarantor) before or by any court, arbitrator, administrative agency or other governmental authority or entity, any of which, if adversely decided, would materially or adversely affect its ability to carry out any of the terms, covenants and conditions of this Guaranty.

No authorization, approval, consent or permission (governmental or otherwise) of any court, agency, commission or other authority or entity is required for the due execution, delivery, performance or observance by Guarantor of this Guaranty or for the payment of any sums hereunder.

Neither the execution and delivery of this Guaranty, nor the consummation of the transactions herein contemplated, nor compliance with the terms and provisions hereof, conflict or will conflict with or result in a breach of any of the terms, conditions or provisions of any order, writ, injunction or decree of any court or governmental authority, or of any agreement or instrument to which Guarantor is a party or by which it is bound, or constitutes or will constitute a default thereunder.

Guarantor represents and warrants that it is not entitled to immunity from judicial proceedings and agrees that, in the event Owner brings any suit, action or proceeding in New York or any other jurisdiction to enforce any obligation or liability of Guarantor arising, directly or indirectly, out of or relating to this Guaranty, no immunity from such suit, action or proceedings will be claimed by or on behalf of Guarantor.

16. All notices, demands or other communications (collectively, "Notices") desired or required to be given under this Guaranty shall be in writing, and, any law or statute to the contrary notwithstanding, shall be effective for any purpose if sent by registered mail, return receipt requested, prepaid, addressed as set forth above or by recognized international courier service. All Notices shall be deemed given or served on the date such Notice is received or receipt is refused. Either Guarantor or Owner may change the address to which Notices shall be delivered to it by notice in accordance with this Paragraph.
17. Guarantor shall from time to time execute, acknowledge, deliver and file all further instruments reasonably necessary under the laws of the State of New York or the United States of America, to make effective (i) the consent of Guarantor to the jurisdiction of the state courts of New York and the federal courts sitting in New York, and (ii) the other provisions of this Guaranty.
18. Guarantor hereby consents to Owner conducting a credit check against Guarantor from time to time as Owner deems necessary or advisable.
19. All of Owner's rights and remedies under the Lease or under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.
20. As a further inducement to Owner to accept the Lease and in consideration thereof, Owner and Guarantor covenant and agree that in any action or proceeding brought on, under or by virtue of this Guaranty, Owner and the Guarantor shall and do hereby waive trial by jury.
21. This Guaranty may be executed in one (1) or more counterparts, each of which counterpart shall be an original and all such executed counterparts shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart. Delivery of an executed counterpart of this Guaranty by facsimile or electronic transmission in a Portable Document Format ("PDF") or other digital format shall be equally effective as manual delivery of an executed counterpart of this Guaranty, and each such counterpart, whether delivered manually, by facsimile or PDF or such

22. This Guaranty shall not be affected by any assignment of the Lease by Tenant.

Ling Yan Jiang

11 East 1st Street, Apt 804
New York, New York 10003

Social Security Number: _____

STATE OF NEW YORK)
) ss.

COUNTY OF _____)

On the _____ day of December in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Ling Yan Jiang, 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

EXHIBIT 3

Contractor / Subcontractor Insurance Requirements

For contractors who are doing work on your premises, we recommend the following insurance coverages be provided prior to any work commencing on your properties:

- a. **Commercial General Liability** insurance (CG0001 Ed.10/01) in amounts not less than \$1Mil Per Occurrence With \$2Mil General Aggregate providing Premises Ops, Products-Completed Ops, Independent Contractors, personal & advertising injury and must include coverage for residential work (if appl).
 - i. General Aggregate must apply "Per Project". Owner must be included as Additional Insured for Liability and Completed Operations. Completed Operations (GC2010 Ed.11/85 & CG2037 7/2004)- should be in force for 3 years or for the period of the statute of limitations for contractual.
 - ii. Must provide full blanket contractual liability in the insured contract definition including indemnification, holding harmless and in defense of owner, its directors, officers, agents and all other parties that are to be included as Additional Insured
- b. **Workers Compensation** insurance in the amount(s) required by Law, together with employee's liability insurance to the limit not less than \$1Mil per occurrence.
- c. **Auto Liability** insurance with coverage for all owned, non-owned and/or hired vehicles of contractor with combined limits of not less than \$1Mil per each accident for bodily injury or property damage. Owner, and all other parties required to be included, must be included as an additional insured.
- d. **Umbrella / Excess Liability** coverage in the amount of not less than \$5,000,000 Per Occurrence / Aggregate Per Project. The excess liability coverage must be as broad as the underlying coverage and provide coverage for the additional insureds without limitation and provide for primary / non-contributory coverage for the additional insured.
- e. **Commercial Crime** insurance covering the dishonest or fraudulent act of the contractor. and its employees or subcontractors of not less than \$500,000 per occurrence, including but not limited to 3rd party Client coverage, employee dishonesty, coverage for computer fraud, funds transfer fraud
- f. General Liability, Auto, Crime and Workers Compensation policies must provide coverage to the Additional Insureds on a **Primary and Non-Contributory** basis despite any other insurance, whether collectible or not, with "Pay on Behalf of" wording.

- g. Policies must include **Waiver of Subrogation** in favor of the owner, its directors, agents, subsidiaries, and all other involved parties as an Additional Insured
- h. **Hold Harmless and Indemnification Agreement** in favor of the Owner should be obtained from all contractors performing work on Owner's behalf.
- i. Notice of Cancellation – The required insurance policies shall contain a provision that coverage afforded under the policies will not be cancelled, materially changed or allowed to expire until at least 30 days written notice has been given to the additional insured herein.
- j. The contractor shall not sublet any of its work without written approval from the Owner. If approved the contractor will assume full responsibility for requiring the sub to comply with the insurance requirements in this document and shall submit satisfactory evidence of such. Each insurance policy of the sub. Except the WC, shall include the Owner and its parties and the contractor as additional insureds by any contract as an additional insured.
- k. Prior to commencing any work, the contractor shall submit to the Owner, a certificate of insurance (ACORD 25), including the **NYS Acord 855 addendum** and a copy of the additional insured endorsement specifically naming your additional insureds to their policy. The certificate must include the job location. Copies of policies may be required by the owner and shall be made available prior to the inception of any work.

All carriers must:

- ☐ Have a Best financial strength of A, X or greater
- ☐ GL/XS Policies must **not** contain:
 - ☐ Labor Law exclusionary language, fall from a height, injury to workers limitations or exclusions, etc.
 - ☐ Coverage limitation for number of stories or building height, **regardless** of the area of work
 - ☐ Any "rating classification" limitation
 - ☐ Exclusions for Subsidence, XCU, leased worker, continuous damage, respiratory ailment, Construction means or methods, evacuation, explosion, cross liability, residential exclusions (if working on multifamily project)
 - ☐ No territorial limitations
 - ☐ No limiting endorsements or exclusions regarding tower cranes, where applicable.
 - ☐ Must not contain a Hammer clause or other wording excluding or limiting liability, excluding coverage or increasing deductible for non-compliant sub-contractors.
 - ☐ If demo is being provided, no demo exclusion, subsidence exclusion or other related exclusions
 - ☐ No exclusions for unmanned aircraft if drones are being used
 - ☐ No absolute cannabis exclusion

The insurance requirements are required be spelled out in the contract or AIA agreement which must be ***executed prior to the*** contractor commencing work.

Named Insureds to be included shall be:

LIST ALL OF YOUR NI ENTITIES HERE and ADDRESS OF PROJECT ON THE CERTIFICATE

Certificate Holder:

LIST THE CERT HOLDER INFO HERE

These Insurance certificates should be delivered to the below address:

If by mail:

LIST MAILING ADDRESS HERE

If by email/fax:

Fax: (XXX) XXX-XXXX

Email: XXX@XYZ.com

SCHEDULE A

TENANT'S INITIAL ALTERATION

A. Tenant shall perform or cause Tenant's Initial Alteration to be performed in accordance with this Lease, including, without limitation, Article 3 and 45 of this Lease. All Alterations to be performed by Tenant shall be, at a minimum, of a quality and standard equivalent to the standards for construction set by Owner, from time to time, for the Building, and shall be subject to the prior approval of Owner as set forth in Articles 3 and 45 hereof and Schedules A, B and C attached and made a part of this Lease. Tenant shall submit to Owner complete and detailed architectural, mechanical and engineering plans and specifications prepared by an architect or engineer licensed in the State of New York and reasonably approved by Owner, which plans and specifications shall be stamped and certified by such architect or engineer, showing Tenant's Initial Alteration, which plans and specifications shall be prepared by Tenant, at Tenant's own cost and expense and shall be sufficient, and contain all information necessary and required for filing the same with The City of New York Department of Buildings and shall otherwise meet the requirements of the Building Code of The City of New York. Tenant's plans and specifications shall include all information necessary to reflect Tenant's requirements for the design and installation of any air-conditioning equipment, ductwork, heating, electrical, plumbing and other mechanical systems and all work necessary to connect any non-standard facilities to the Building's base mechanical, electrical and structural systems. Tenant's submission shall include not less than three (3) sets of sepias and five (5) sets of black and white prints (and at Owner's direction, Tenant's submission shall also be on an electronic form).

B. Tenant shall not perform work which would (i) require changes to structural components of the Building or the exterior design of the Building, (ii) require any material modification to the Building's mechanical installations or other Building installations outside the demised premises, (iii) not be in compliance with all applicable laws, rules, regulations and requirements of any governmental department having jurisdiction over the Building and/or the construction of the demised premises, including but not limited to, the Americans with Disabilities Act of 1990, or (iv) violate or be incompatible with the current Certificate of Occupancy for the Building. Any changes required by any governmental department affecting the construction of the demised premises shall be performed at Tenant's sole cost.

C. Tenant's plans and specifications must be submitted to Owner within forty-five (45) days following the date hereof for Owner's acceptance, time being of the essence. At the time that Tenant submits its plans and specifications to Owner for Owner's acceptance, such plans and specifications must be transmitted to Owner with a cover letter specifically stating that "the enclosed plans and specifications are being transmitted to Owner for its review and acceptance pursuant to the terms of the Lease. In the event Owner shall fail to accept all or a portion of any of Tenant's plans and specifications, such failure to accept the same shall be set forth in writing and shall include the reasons therefor in reasonable detail, in which event Tenant shall revise such plans and specifications and resubmit same to Owner promptly thereafter. Owner shall respond to Tenant's request for acceptance of any such revised plans following resubmission with the process repeated until Owner approves and accepts Tenant's plans and specifications. The acceptance of plans and specifications by Owner (hereinafter referred to as the "Final Plans") together with Tenant's satisfactory compliance with the requirements set forth in items (1) through (4) of Schedule B annexed hereto, shall be deemed an authorization for Tenant to proceed with Tenant's Initial Alteration, which shall be performed in accordance with the

provisions of Articles 3 and 45 and Schedule C of this Lease. Neither the recommendation or designation of an architect or engineer nor the acceptance of the final plans and specifications by Owner shall be deemed to create any liability on the part of Owner with respect to the design or specifications set forth in the Final Plans.

D. Prior to, and as a condition of, commencing Tenant's Initial Alteration, Tenant shall obtain a surety company performance bond in form and substance satisfactory to Owner (procured at Tenant's cost and expense), issued by a surety company reasonably acceptable to Owner, or other security reasonably satisfactory to Owner, in an amount equal to at least 120% of the estimated cost of Tenant's initial alterations, guaranteeing to Owner the completion thereof and payment therefore within a reasonable time, free and clear of all liens, encumbrances, chattel mortgages, security interests, conditional bills of sale and other charges, and in accordance with the plans and specifications approved by Owner.

E. Tenant shall not move any safe, heavy machinery, heavy equipment, freight, bulky matter or fixtures into or out of the Building during the performance of Tenant's Initial Alteration without Owner's prior consent and payment to Owner of Owner's actual costs in connection therewith. If such safe, machinery, equipment, freight, bulky matter or fixtures requires special handling, Tenant agrees to employ only persons holding a Master Rigger's License to do said work, and that all work in connection therewith shall comply with the Administrative Code of the City of New York and all other laws and regulations applicable thereto, and shall be done during such hours as Owner may designate and, notwithstanding said consent of Owner, Tenant shall indemnify Owner for, and hold Owner harmless and free from, damages sustained by persons or property and for any damages or monies paid out by Owner in settlement of any claims or judgments, as well as for all expenses and attorneys' fees incurred in connection therewith and all costs incurred in repairing any damage to the Building or appurtenances.

F.

SCHEDULE B

REQUIREMENTS FOR "CERTIFICATES OF FINAL APPROVAL"

1. All required Building Department Forms must be properly filled out and completed by the approved architect/engineer of record or Building Department expediter, as required.
2. All forms are to be submitted to Owner for Owner's review and signature prior to submission of final plans and forms to the New York City Building Department, as required.
3. All pertinent forms and filed plans are to be stamped and sealed by a licensed architect and/or professional engineer, as required. All controlled inspections are to be performed by the architect/engineer of record unless approved otherwise by Owner.
4. A copy of all approved forms, permits and approved New York City Building Department plans (stamped and signed by the New York City Building Department) are to be submitted to Owner's managing agent prior to start of work.
5. Copies of all completed inspection reports and New York City Building Department sign-offs are to be submitted to Owner's managing agent immediately following completion of construction, as required.
6. All claims, violations or discrepancies with improperly filed plans, applications, or improperly completed work shall become the sole responsibility of the applicant to resolve, as required.
7. All changes to previously approved plans and applications must be filed under an amended application, as required. Owner reserves the right to withhold approvals to proceed with changes until associated plans are properly filed with the New York City Building Department, as required.
8. The architect/engineer of record accepts full responsibility for any and all discrepancies or violations which arise out of non-compliance with all local laws and building codes having jurisdiction over the work.
9. Owner reserves the right to reject any and all work requests and new work applications that are not properly filed or accompanied by approved plans and building permits.
10. All ACP's and asbestos inspections must be conducted by a licensed and fully qualified asbestos inspection agency approved by Owner.

SCHEDULE C

TENANT ALTERATION WORK AND NEW CONSTRUCTION CONDITIONS AND REQUIREMENTS

1. No Alterations are permitted to commence until original Certificates of Insurance required from Tenant's general contractor (the "General Contractor") and all subcontractors complying with the attached requirements are on file with Owner's managing agent.
2. All New York City Building Department applications with assigned BN# and permits must be on file with Owner's managing agent prior to starting work. A copy of the building permit must also be posted on the job site by the General Contractor. The General Contractor shall make all arrangements with Owner's expediter for final inspections and sign-offs prior to substantial completion.
3. The General Contractor shall comply with all Federal, State and local laws, building codes, OSHA requirements, and all laws having jurisdiction over the performance and handling of the Alterations.
4. The existing "Class E" fire alarm system (including all wiring and controls), if any, must be maintained at all times. Any additions or alterations to the existing system shall be coordinated with Owner's managing agent as required. All final tie-in work is to be performed by Owner's fire alarm vendor and coordinated by the General Contractor. All costs for the tie-ins are reimbursable to Owner by Tenant.
5. All wood used, whether temporary or not, such as blocking, form work, doors, frames, etc. shall be fire rated in accordance with the New York City Building and Fire Code requirements governing this work.
6. Building standby personnel (i.e. Building operating engineer and/or elevator operator), required for all construction will be at Owner's discretion.
7. The General Contractor shall comply with Owner's rules and regulations governing the manner of handling materials, equipment and debris.
8. No exterior hoisting will be permitted without Owner's consent, which shall not be unreasonably withheld. All products or materials specified are to be assembled on-site, and delivered to the site in such a manner so as to allow unobstructed passage through the Building's freight elevator, lobbies, corridors, etc. The General Contractor will be responsible for protection of all finished spaces, as required.
9. Intentionally Deleted.
10. During the performance of Alterations, Tenant's construction supervisor or job superintendent must be present on the job site at all times.
11. During the performance of Alterations, all demolition work shall be performed between the hours of 8:00 a.m. and 6:00 p.m. during the week or on weekends. This would include carting or rubbish removal as well as performing any operations that would disturb other Building tenants or other occupants (drilling, chopping, grinding, recircuiting, etc.).

12. No conduits or cutouts are permitted to be installed in the floor slab without prior written approval from Owner. Owner reserves the right to restrict locations of such items to areas that will not interfere with the Building's framing system or components. No conduits or cutouts are permitted outside of Tenant's demised premises.

13. Plumbing connections to Building supply, waste and vent lines are to be performed and coordinated with the Building manager, and are to include the following minimum requirements:

A. Separate shutoff valves for all new hot and/or cold water supply lines (including associated access doors).

B. Patch and repair of existing construction on floor below, immediately following completion of plumbing work (to be performed after normal working hours, as required).

14. The General Contractor must coordinate all work to occur in core areas and other tenant occupied spaces with Owner, and perform all such work after normal working hours on days and times coordinated in advance with Owner (to include associated patch and repair work). The General Contractor shall provide all required protection of existing finishes within the affected area(s).

15. The General Contractor must perform all floor coring, drilling or trenching on days and at times coordinated with Owner, and obtain Owner's permission and approval of same prior to performing such work.

16. Convectector mounted outlets and associated conduits, wiring, boxes, etc., shall be located and installed in areas where they will not hinder the operation or maintenance of existing fan coil units or prevent removal or replacement of access panels or removable covers.

17. The General Contractor shall be responsible for all final tests, inspections and approvals associated with all modifications, deletions or additions to Building Class "E" systems and equipment; provided, however, the final connections to the Building's Class E System are to be performed only with the Building fire alarm vendor (unless Owner shall agree to use Tenant's contractor), at Tenant's cost.

18. Recircuiting of existing power/lighting panels and circuits affecting Building and/or tenant operations are to be performed after normal business hours and coordinated on days and at times with Owner's managing agent in advance, as required.

19. All burning and welding to be performed in occupied or finished areas shall be performed on days and at times coordinated with Owner's managing agent in advance, as required. Proper ventilation of the work area will be required in order to perform this work.

20. The General Contractor shall provide Owner with all approved submittal and closeout documents as well as all required final inspections and Building Department sign-offs just prior to or immediately following completion of construction.

21. Any and all alterations to the Building sprinkler system (including draining of system) are to be performed after normal business hours and coordinated with Owner's managing agent, as required. All costs associated with the shut down, drain and refill of the sprinkler system are reimbursable to Owner.

22. The General Contractor shall be responsible for any and all daily cleanup required to keep the job site clean throughout the entire course of the Alterations. No debris shall be allowed to accumulate in any public spaces.

23. The General Contractor shall be responsible for proper protection of all existing finishes and construction for Alterations to be performed in common Building areas. All Alterations to be performed in occupied areas outside of the demised premises shall be performed after normal business hours and coordinated with Owner's managing agent, as required.

24. The General Contractor shall perform any and all hoisting associated with the Alterations after normal business hours. The General Contractor will obtain all required permits and insurance to perform work of this nature. The General Contractor shall specify hoisting methods and provide all required permits and insurance to Owner prior to commencement of Alterations.

25. All contractors and subcontractors shall perform all work in a professional manner, and shall work in close harmony with one another as well as with the Building management and maintenance personnel.

26. The General Contractor shall forward complete copies of all approved contractor submittal, and Building and Fire Department sign-offs and Statement of Responsibility forms, to the Building office immediately following completion of construction.

Two (2) complete sets of "as-built" Final Plans and an additional set in an acceptable electronic format must be delivered to Owner upon final completion of the Alterations.