

ADDITIONAL CLAUSES attached to and forming a part of Lease dated May 17, 2012 between 160 Madison Ave LLC and Fred Flintstone as Tenant(s), for Apartment TEST in the premises located at 160 Madison Avenue, New York, NY 10016.

In the event of any inconsistency between the provisions of this Rider and the provisions of The Standard Form of Apartment Lease, The Real Estate Board of New York, Inc. form, hereinafter referred to as the printed form, to which this Rider is annexed, the provisions of this Rider shall govern and be binding. The provisions of this Rider shall be construed to be in addition to and not in limitation of the rights of the Owner and the obligations of the Tenant.

**33. Lease Offer** In compliance with the Rent Stabilization Code, we are offering the Tenant the option to select a Lease for a term of one year or two years.

Please indicate below your Lease term preference:

- ☐ I wish a one-year lease.  
☐ I wish a two-year lease.

**34. Construction** The apartment is located in a newly constructed multiple dwelling. Tenant acknowledges that the building, including but not limited to the lobby, common areas, public hallways, health club, lounge, outside deck and laundry facilities, will require construction work to be completed. Therefore, during the initial year of the lease term there will be a period where building and apartment services will be implemented, refined and corrected (the "refinement period") due to construction. It is understood and agreed that plywood may line the elevator cabs and walls in the lobby. Carpeting and wall covering may not be placed in the hallway until the building is fully occupied. Tenant further acknowledges that there is on-going construction and that all facilities such as, but not limited to, the health club, lounge, outside deck, laundry room, storage lockers, and bicycle storage may not be available upon initial occupancy. All construction shall be performed with all requisite approvals and pursuant to all applicable statutes, codes, laws, and ordinances. Tenant agrees that his/her reasonable expectation of the apartment and the building is that there will be construction work and workers in or about the premises that will result in noise, dust and other inconveniences and other problems associated with construction. Tenant acknowledges these conditions and agrees that the rental has been set taking these conditions into account. Tenant's acknowledgement of these conditions is a material inducement for the Owner of the building to enter into this lease. Therefore Tenant agrees that it shall not make any claim against Landlord as the rental provided herein reflects such annoyance, inconvenience and other problems that will or may occur during construction.

**35. Occupancy** It is understood that the above mentioned apartment is to be used for residential living purposes only. Further the Tenant understands and agrees that the Apartment shall be occupied by the Tenant or Tenants named above and by immediate family members of the Tenant or Tenants. So long as the Tenant(s) occupies the Apartment as his or her or their primary residence, if this lease has only one named Tenant named thereon, the Apartment may also be occupied by one additional occupant and the dependent children of said occupant. If this lease has two or more tenants named herein, the Apartment may be occupied by additional occupant(s) and the dependent children of said occupant(s), provided, however, that the total number of Tenants and occupants (exclusive of said occupant(s)' dependent children) does not exceed the number of tenants named in the lease. In no event may any occupant occupy the apartment unless at least one person named in the lease as Tenant shall be in occupancy of the Apartment as his or her primary residence. Tenant agrees to inform the Owner, in writing, of the name of each immediate family member, occupant and their dependant children, if any, within thirty (30) days following the Owner's written request therefore. Tenant agrees that, absent express written consent by the Owner, no family member, occupant dependant child thereof or any other person other than the Tenant(s) shall acquire any right to occupancy rights to the Apartment. Neither the tender nor the acceptance of a rent payment by or on behalf of any person other than the Tenant(s) named on the lease shall constitute such express written consent. Occupancy which does not conform with this paragraph in all respects including timely response to owner's written request for the names of each individual family member-occupant and their dependant children, shall constitute a violation of a substantial obligation of the tenancy which may lead to a termination of the lease.

**36. The New York State Division of Housing and Community Renewal (N.Y.S.D.H.C.R.)** It is agreed that where the Owner has proper cause and grounds to apply to the N.Y. State Division of Housing and Community Renewal (N.Y.S.D.H.C.R.) for relief, and where, upon proper application, either presently pending or made hereafter, the Owner is found to be entitled to an increase in rent over and above the amount set forth in this Lease, the parties agree;

- a. To be bound by the determination of the N.Y.S.D.H.C.R.
- b. That where the N.Y.S.D.H.C.R. has granted an increase in rent, the Tenant agrees to pay such increase in the manner set forth by the N.Y.S.D.H.C.R.
- c. Despite anything contained in paragraph (a) and (b), it is agreed in the event that an order is issued increasing the stabilized rent because of Owner hardship, the Tenant may, within thirty (30) days of his receipt of a copy of the order by the N.Y.S.D.H.C.R., cancel his Lease on sixty days written notice to the Owner. During said period prior to vacating the canceling Tenant may continue in occupancy at no increase in rent.
- d. That the rent provided for in this Lease may be increased or decreased retroactively to the commencement of this Lease, to conform to the lawful Rent Guidelines or any changes in the Guidelines which apply to this Lease as issued by the New York City Rent Guidelines Board.
- e. This Lease and all riders shall continue in full force and effect, and except as modified above, shall in no way be effected by this rider.

**37. Sublet Surcharge** It is agreed that if the Landlord consents to a sublet request by a Tenant in accordance with Real Property Law Section 226-b that the Landlord will be entitled to collect the applicable sublet surcharge under The Rent Stabilization Code. Section 2525.6 provides that upon the consent of the Owner to

a sublet or an assignment of this Lease, the legal regulated rent payable to the Owner effective upon the date of subletting or assignment may be increased by the vacancy allowance or any special sublet guideline as promulgated by the Rent Guidelines Board, if any, provided that in the case of an assignment the legal regulated rent may also be increased by the increase provided in Section 2522.8 (Rent adjustments upon vacancy in succession) prior to the application of any such vacancy allowance or special guideline increase as promulgated by the rent Guidelines Board for subletting or assignment. Such increase in the case of an assignment shall remain part of the legal regulated rent for any subsequent renewal Lease provided, however, in the case of a subletting, upon termination of the sublease, the legal regulated rent shall revert to the legal regulated rent without the sublet allowance.

**38. Major Capitol Improvement** The rent provided for in this vacancy or renewal Lease may be increased during its term pursuant to an order of the New York State Division of Housing and Community Renewal (N.Y.S.D.H.C.R.). If the Rent Guidelines Board should change the currently adopted increase levels, the Landlord and Tenant further agree that the Tenant will be responsible for paying any retroactive rent increase incurred during the Tenant's Lease term pursuant to an Order of the N.Y.S.D.H.C.R., even if the Tenant vacates the premises.

**39. Delay in Giving Possession** This paragraph replaces paragraph 6 of this Lease. A situation could arise which might prevent Owner from letting Tenant move into the Apartment on the beginning date set in this Lease. If this happens from reasons beyond Owner's reasonable control, Owner will not be responsible for Tenant's damages or expenses and this Lease will remain in effect. Tenant understands that this Building is being newly constructed and that there may be a delay in the completion of construction, the issuance of a temporary or permanent certificate of occupancy, or in scheduling access to the service elevator required before Tenant may obtain possession of the Apartment. Tenant agrees that these are examples of delays beyond Owner's reasonable control. However, in case of a delay, this Lease will start on the date when Owner is able to allow Tenant to move in. Tenant will not have to pay rent until the move-in date which Owner will give Tenant by written notice at least fourteen days in advance, or the date Tenant moves in, whichever is earlier. If Owner is not able to allow Tenant to move in until a day in a later calendar month, the ending date in Article 2 will be changed to the last day of the calendar month after Tenant is able to take possession plus the whole number of years of the original term without regard to any days which are only part of the initial month, except that if Tenant is not able to move in until a day in a later calendar month than the first day of that month, then the term will end on the day before plus the whole number of years of the original term without regard to any days which are only part of the initial month (For example, (a) if the beginning date in paragraph 2 is August 15, 2006 and the ending date is August 31, 2007 and the Owner is not able to allow Tenant to take possession until August 28, 2006 the ending date would remain unchanged at August 31, 2007; (b) if the beginning date in paragraph 2 is August 15, 2006 and the ending date in paragraph 2 is August 31, 2007, and the Owner is not able to allow Tenant to take possession until September 3, 2006, the ending date would be September 30, 2007; (c) if the beginning date in paragraph 2 is August 15, 2006, and the ending date in paragraph 2 is August 31, 2007, and the Owner is not able to allow Tenant to take possession until October 1, 2006, the ending date would be September 30, 2007. If Owner does not give Tenant written notice of the move-in date that is within 45 days of the beginning date of the term of the Lease as stated in Article 2, Tenant may tell Owner in writing that Owner has 15 additional days to let Tenant move in, or else the Lease will end. If Owner does not allow Tenant to move in within those additional 15 days, then the Lease is ended. Any money paid by Tenant on account of this Lease will then be refunded promptly by Owner.

**40. Change in Rent Stabilization Law** To the extent that any change in the Rent Stabilization Law (or any other applicable law) or the Rent Stabilization Code reduces any obligation of or increases any benefit for the Owner, such change shall be deemed applicable to this Lease on the effective date of such change.

**41. Rent Stabilization Lease Rider** Tenant acknowledges receipt of the Rent Stabilization Lease Rider - a copy of which is attached hereto.

**42. Carpeting Clause** It is agreed that the Tenant will cover at least 80% of the wood floor area of the apartment with rugs or carpeting. The Tenant is also required to install at least 1/2 inch thick padding underneath such carpeting or rugs.

**43. Late Payment Clause** It is agreed that the rental under this Lease is due and payable in equal monthly installments in advance on the first day of each month during the entire Lease term. In the event that any monthly installment of rent, or any other payment required to be made by the Tenant under this Lease shall be overdue, a late charge of \$.02 (two cents) for each dollar overdue may be charged by the Owner for each month, or fraction of each month, from its due date until paid for the purpose of defraying the expenses incurred in handling delinquent payments. The minimum fee for a late payment is **\$141.00**, for each month or fraction of each month the rent payment is late.

If an unpaid check is returned to the Owner, the Tenant will be charged **\$20.00** or such greater amount charged to Owner by its bank for the purpose of defraying the expenses incurred in handling the returned check.

**44. Remedies of Owner** The Tenant agrees that any violation of the provisions of this Lease shall be deemed a material violation of a substantial obligation of this Lease and shall entitle the Owner to terminate this Lease.

**45. Construction of Neighboring Buildings and Lot Line Windows** In the event any windows, light, or view in the apartment shall become obstructed, in whole or in part, as a result of the erection of a building or structure or otherwise, such occurrences shall not be deemed a breach of this Lease or any of Owner's obligations hereunder and this Lease shall remain in full force and effect without any right by Tenant to make a claim for damages, nuisance, abatement of rent or otherwise. If Tenant's apartment contains one or more "lot line" window(s), Tenant is advised that a building or structure may be erected on adjacent property which may completely block the said lot line window(s).

**46. No Oral Agreements** It is agreed that this instrument cannot be changed orally and is subject to the review



Initials: \_\_\_\_\_

and approval of the Owner. The applicant hereby waives any claims against the Owner in the event this Lease is rejected for any reason. The Owner will in no event be bound, nor will possession be given unless and until this Lease is executed by the Owner and delivered to the Tenant. No representations other than those contained within this lease agreement have been made by Owner. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone, fully and completely expresses the agreement between Owner and Tenant.

**47. Personal Property** Tenant acknowledges that the Owner is not obligated to replace or maintain any personal property left in the apartment by a previous Tenant.

**48. Waterbeds** Tenant agrees not to keep furniture which contains water or other liquid, including but not limited to "water beds" in the apartment.

**49. Patios, Terraces, and Balconies** Tenant shall keep its terrace or balcony, if any, and the drains located therein, free from all rubbish, dirt, debris or wind blown materials, and Tenant shall be responsible for any water damage caused to Tenant's apartment or any other apartment or to the Building, resulting from clogged drains or from any other use of such patio, terrace, or balcony. The Tenant may not install a fence or any addition to the terrace or balcony. No plantings or other objects shall be placed on any terrace or balcony without the written permission of the Owner.

**50. Employees Misconduct** In the event any employee of the Owner renders assistance in parking or delivery of an automobile or in the handling or delivery of any furniture, household goods, or other articles at the request of the Tenant or any lawful occupant, or at the request of any employee or guest of the Tenant, then said Owner's employee shall be deemed an agent of the person making such request and the Owner is expressly relieved from any and all loss or liability in connection therewith.

**51. Pet Rider** It is agreed between the parties that the Tenant will not harbor a dog or any other animal in the apartment, for any reason whatsoever, without the written permission of the Owner. The harboring of a dog or any other animal constitutes a material violation of a substantial obligation of this Lease, and of the Tenant's tenancy. Tenant understands, acknowledges, and agrees that the harboring of a dog or any other animal without the Owner's permission constitutes a default of the Tenant's Lease, and that the Owner may commence summary proceedings to evict the Tenant from the apartment. Owner's permission to other Tenants in the Building to harbor dogs or any other animals does not constitute a waiver of this provision.

If permission is given by the Owner to harbor a particular dog, this will not be construed as permission to harbor an additional dog or a different dog. This clause shall be applicable whether or not the permission is explicitly given or by reason of the New York City Pet Law.

**52. Garbage Recycling** The Tenant agrees at his sole cost and expense, to comply with all present and future laws, orders and regulations, commissions and boards regarding the collection, sorting, separation, and recycling of waste products, in accordance with the rules and regulations adopted by the Owner for the sorting and separation of such designated recyclable materials. Owner reserves the right, where permitted by law, to refuse to collect or accept from Tenant any waste products, garbage, refuse, or trash, which is not separated and sorted as required by law. Tenant shall pay all cost expenses, fines, penalties, or damages which may be imposed on Owner or Tenant by reason of Tenant's failure to comply with the provisions of this Article. Tenant's failure to comply with this Article shall constitute a violation of a substantial obligation of the tenancy, local statute and all of Owner's Rules listed in this Lease. Tenant shall be liable to the Owner for any costs, expenses, or disbursements, including attorney's fees, incurred by Owner in the commencement and/or prosecution of any action or proceedings by Owner against Tenant, predicated upon Tenant's breach of this Article.

**53. Heating and Air Conditioning and Additional Services** In addition to the other services provided by the Owner as written in this Lease and subject to all the terms and conditions of this Lease applicable to the furnishing of such other services, the Owner will install an air conditioning unit(s) in the Apartment. The Owner will maintain the equipment unless damaged by the fault or negligence of the Tenant, his guests, his servants or invitees. In consideration thereof the necessary electricity for the operating fan for distribution of warm and cool air and condenser for cool air will be on Tenant's electric meter and paid for by the Tenant. The Tenant will be responsible for the electric charges associated with both heating and air conditioning, as well as any other electric usage in the apartment. In addition electric space resistance heaters are located in some kitchens and bathrooms and will be on the Tenant's electric meter and paid for by the tenant. The Tenant will not be permitted to install any other air conditioning equipment in the Apartment nor shall Owner be responsible for any damages nor shall Tenant be entitled to an abatement of rent due to the removal for repairs if a breakdown of the equipment occurs.

**54. Insurance** It is recommended that during the term of this Lease Agreement, the Tenant shall maintain "Renters" insurance with minimum coverage of \$300,000 per occurrence for bodily or personal injury and minimum contents limit of \$35,000 per occurrence for property damage.

Tenant shall pay for damages suffered by and reasonable expenses of Owner relating to any claim arising from any act or neglect committed by Tenant.

**55. Clothes Washers and Clothes Dryers** Notwithstanding anything to the contrary contained herein, Tenant shall not install any clothes washing machine or clothes dryer machine in the apartment. The only clothes washing machine and dryers allowed in the apartment are those installed by the Owner in the Apartment.

**56. Owner's Rules Listed in this Lease** Owner reserves the right to rescind or amend any of the Owner's rules listed in this lease, and to institute such other rules from time to time as may be deemed necessary for the safety, care, or cleanliness of the Apartment Building and for securing the comfort and convenience of all Tenants. The Owner shall not be liable to Tenant for the violation of any of the Owner's rules or the breach of any of the items in any Lease by any other Tenant or occupant of the Building.

**57. Abandoned Property** Whatever remains in the Apartment after Tenant vacates is considered abandoned

by Tenant and at the election of the Owner, shall either be left in the Apartment or removed. Tenant shall be responsible for Owner's expenses and/or damages resulting from removal of abandoned property or restoration of the Apartment necessary to correct any damage caused by removal of Tenant's installation.

**58. Notation on Checks** Writing, notations, statement or otherwise, written on the front or back of any check, money order, or other form of payment given to the Owner will not be considered part of this Lease and will not be binding on the Owner. The Owner's acceptance, endorsement, deposit, or negotiation of the check, money order, or other form of payment will not be considered an acceptance of the conditions on the check and the Owner may accept the check as if the writing, statement, or notification did not exist. The Owner's acceptance of a check, money order, or other form of payment from a person or entity not on this Lease will not be considered acceptance of that party either as an occupant or a party to this Lease.

**59. Failure to Pay Full Rent** The receipt by the Owner of any amount which is less than that amount of rent or additional rent owed by Tenant shall not be deemed a waiver of the right to collect the balance in a summary proceeding for nonpayment of rent. Any payment of rent or additional rent which is less than the full amount owed, shall be deemed to be on account of and shall be applied to the earliest rent due.

**60. Third Party Payment** Tenant acknowledges that the Owner may not fully scrutinize and examine each check to see that the check submitted is the check of the Tenant. Accordingly, in the event a third party check is given for rental due and is accepted by the Owner, such acceptance shall not constitute a waiver of Owner's rights nor confer any rights upon the third party nor entitle the third party to make a claim as a Tenant or right to occupy the premises, or creates a Owner-Tenant relationship between the third party and Owner.

**61. Noise**

- a. No Tenant shall make or permit any disturbing noises in the Building by him/herself, his/her family, friends, guests, employees, or servants, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other Tenants.
- b. No Tenant shall make or permit any disturbing noises or activity or permit anything to be done in Tenant's Apartment that will interfere with the rights, comforts or conveniences of other Tenants at any time. No Tenant shall play or suffer to be played any musical instruments, or operate or permit to be operated a stereo, radio, television or CD player, loud speakers or similar devices in Tenant's Apartment between the hours of 10:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy any other occupant of the Building. No construction, repair work or other installation by Tenant that involves noise or vibration shall be conducted in any Apartment except on weekdays, excluding legal holidays, and only between the hours of 9:00 a.m. and 5:00 p.m.

**62. Moving** Tenant can use the service elevator only to move furniture and possessions on designated days and hours that have been scheduled in advance and with prior approval from the Owner. Owner shall not be liable for any costs, expenses, or damages incurred by Tenant in moving because of delays caused by the unavailability of the elevator.

**63. Invalidity of Any Provision** If any term, covenant, condition, or provision of this Lease or Rider shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions, and provisions of this Lease or Rider other than those as to which any term, covenant, condition, or provision is held invalid or unenforceable, shall not be affected thereby and each remaining term, covenant, condition, and provision of this Lease and Rider shall be valid and shall be enforceable to the fullest extent permitted by law.

**64. Fitness Center Facility** To the extent such facilities are provided by owner during the term of this Lease, Tenant may join such Fitness Center and related facilities at an additional fee. Tenant agrees to sign any requisite liability waivers and membership application, which may be required for use of the Fitness Center and related facilities. Tenant shall be required to comply with all Rules established from time to time in connection with the Fitness Center and related facilities. If Tenant defaults in connection with any obligation of Tenant with respect to the Fitness Center and related facilities, then Tenant shall be prohibited from using the Fitness Center and related facilities. In addition, if Tenant defaults in connection with any obligation of Tenant with respect to the Fitness Center and related facilities, said default shall be deemed to be a default under this Lease and said default shall give Owner the right to terminate this Lease and to exercise any and all remedies available to Owner under this Lease, at law, or in equity, in connection with any default under this Lease. Owner makes no representation as to what facilities are available and reserves the right to change the facilities at a future time and eliminate the facility completely. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not have any right to use the fitness center and/or related facilities following the termination of this Lease and/or Tenant vacating the leased apartment.

**65. Storage** To the extent such facilities are provided by Owner, during the term of this Lease, Tenant may be provided with space for storage and shall be permitted to utilize such storage facilities during the term of this Lease. Owner makes no representation that storage space will be available, and if available that it will be available to all Tenants. If such storage space is available, Tenant's use will be pursuant to a separate License Agreement at an additional fee and the payment thereof shall be deemed to be additional rent. The applicable part of Provision 13F in the printed form of this Lease is hereby amended to conform to this Clause. Tenant shall be responsible for providing a lock for such storage unit. Owner shall bear no liability and shall be held harmless by Tenant regarding any property placed by the Tenant in such storage unit. It is expressly understood that Tenant shall bear the full risk in voluntarily electing to place any personal property in such unit. It is agreed and understood that any personal property not removed by Tenant from or on the storage unit (including the lock) within three (3) days after Tenant has vacated the apartment, shall be deemed abandoned by Tenant, such that such personal property (and the lock) may be removed and disposed of by the Owner without liability.

Owner shall have the right to eliminate the storage space assigned to Tenant, reduce the size of the storage space, relocate the storage space and limit and/or prohibit access to the storage space in connection with repairs and/or maintenance to Tenant's storage space, any other storage space or to the adjoining area(s) of



the Building. If Tenant defaults in connection with any obligation of Tenant with respect to the storage space, including, but not limited to, a default under any separate agreement signed by Tenant in connection with the storage space, then said default shall be deemed to be a default under this Lease and said default shall give Owner the right to terminate this Lease and the right to exercise any and all remedies available to Owner, under this Lease, at law, or in equity, in connection with any default under this Lease. If Owner eliminates the storage space, then Owner shall have the right to terminate Tenant's right to use the storage space by giving written notice thereof to Tenant. If Tenant's right to use the storage space is terminated or if the amount of storage space is diminished, relocated or eliminated or if Tenant's access to the storage space is limited and/or prohibited to facilitate any repairs and/or maintenance, then Owner shall not have any liability to Tenant and Tenant shall not be entitled to any compensation or diminution of abatement of rent, and said termination, diminution, relocation, limitation, prohibition or elimination shall not be deemed to constitute a constructive, actual, or partial eviction. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not have any right to use any storage space following the termination of this Lease and/or Tenant vacating the leased apartment.

**66. Bicycle Storage Facility** To the extent such facilities are provided by Owner, during the term of this Lease, Tenant may be provided with space for bicycle storage and shall be permitted to utilize such bicycle storage facility during the term of this Lease. Owner makes no representation that such bicycle storage facility will be available, and if available that it will be available to all Tenants. If such bicycle storage facility is available, Tenant's use will be pursuant to a separate License Agreement at an additional fee and the payment thereof shall be deemed to be additional rent. The applicable part of Provision 13F in the printed form of this Lease is hereby amended to conform to this Clause. Owner shall bear no liability and shall be held harmless by Tenant regarding any property placed by the Tenant in such bicycle storage facility. It is expressly understood that Tenant shall bear the full risk in voluntarily electing to place any personal property in such facility. It is agreed and understood that any personal property not removed by Tenant from or on the bicycle storage facility within three (3) days after Tenant has vacated the apartment, shall be deemed abandoned by Tenant, such that such personal property may be removed and disposed of by the Owner without liability.

Owner shall have the right to eliminate the bicycle storage space assigned to Tenant, reduce the size of the bicycle storage facility, relocate the bicycle storage facility and limit and/or prohibit access to the bicycle storage facility in connection with repairs and/or maintenance to bicycle storage facility, any other bicycle storage space or to the adjoining area(s) of the Building. If Tenant defaults in connection with any obligation of Tenant with respect to the bicycle storage facility, including, but not limited to, a default under any separate agreement signed by Tenant in connection with the bicycle storage facility, then said default shall be deemed to be a default under this Lease and said default shall give Owner the right to terminate this Lease and the right to exercise any and all remedies available to Owner, under this Lease, at law, or in equity, in connection with any default under this Lease. If Owner eliminates the bicycle storage facility, then Owner shall have the right to terminate Tenant's right to use the bicycle storage facility by giving written notice thereof to Tenant. If Tenant's right to use the bicycle storage facility is terminated or if the bicycle storage facility space is diminished, relocated or eliminated or if Tenant's access to the bicycle storage facility is limited and/or prohibited to facilitate any repairs and/or maintenance, then Owner shall not have any liability to Tenant and Tenant shall not be entitled to any compensation or diminution of abatement of rent, and said termination, diminution, relocation, limitation, prohibition or elimination shall not be deemed to constitute a constructive, actual, or partial eviction. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not have any right to use any storage space following the termination of this Lease and/or Tenant vacating the leased apartment.

**67. Vacate Notice** Tenant agrees to supply Owner with sixty (60) days written notice or as provided by law prior to the expiration of this Lease in the event Tenant does not desire to renew the term hereof.

**68. Keys and Locks** Owner may retain a pass key to the Apartment.

**69. Lockout Fees** The following fees will be charged to unlock apartment entrance doors. Owner makes no representation that staff will be available at all times to provide access:

8:00 A.M. - 4:00 P.M. (Monday through Friday): \$25.00

4:00 P.M. - 8:00 A.M. (Monday through Friday): \$50.00

4:00 P.M. Friday through 8:00 A.M. Monday \$100.00

**70. Tenant Misrepresentation** Owner has reasonably relied upon all representations made by Tenant in applying to lease an apartment, absent which reliance Owner would neither have offered nor executed this lease. It is agreed that in the event the Tenant shall in its application for an apartment which applications is incorporated by referenced herein, and made a part hereof, make any misrepresentation or untruthful statement, Owner may treat same as a violation of the covenant of this Lease, and the remedies provided under the terms of this Lease in the event of violation of the terms hereof shall become applicable thereto in addition to which Owner may seek rescission of this Lease by reason of such misrepresentation. In the event the Owner shall discover or ascertain such misrepresentation or untruthful statement before the commencement of the term hereunder, the Owner shall have the right to terminate this Lease and refuse occupancy to the Tenant.

**71. Deliveries** Notwithstanding anything contained in any other Article of this lease. The Tenant agrees not to deliver or cause to be delivered to Owner or Owner's authorized agent for delivery to the Tenant or to any other person any item of property (packaged or otherwise) which shall have a value in excess of \$250.00. The Tenant further agrees that in no event shall Owner be liable in excess of the sum of \$250.00 for loss or damage to any property (package or otherwise) which shall be delivered to Owner's authorized agent for delivery to the Tenant or to any other person and the Tenant hereby indemnify and agree to hold Owner harmless from any liability or claim in excess of \$250.00 for loss or damage to any such property which may

be asserted by the Tenant or any consignor, deliverer, shipper, owner of such property or other person.

- 72. Laundry Facility** The laundry facility is being operated and maintained by a separate vendor as an accommodation to tenants of the Building. The Owner is not responsible for the maintenance of the laundry facility, any damage to Tenant's personal property caused by such equipment, or the operations of the laundry service itself. The Tenant will operate at its own expense any laundry equipment.
- 73. Security Deposit** It is expressly understood that Tenant may not use the security Deposit as rent payment for any months in which rent payment is due. If due, pursuant to the terms of this Lease, refunds of security deposits will be made only after all Tenants and occupants have vacated the premises and have fully complied with all of the terms conditions, and obligations of tenant contained in this lease agreement with respect to the application of the security deposit.
- 74. Illegal Activity/Eviction** It is expressly agreed and understood that any Tenant, any member of Tenant's family, Tenant's employees, guests, or invitees who conduct any illegal trade, or manufacture, or other illegal business, or activity in the Building, the Apartment, common area or grounds surrounding the Building shall be subject to immediate eviction from the premises.
- 75. Objectionable Conduct** Notwithstanding anything contained herein above to the contrary, and in particular, Article 17(1)(b), Owner is not required to serve a notice of default in the event of objectionable conduct on the part of the Tenant as described in the Article above. ~~In the event the objectionable conduct is deemed by Owner to be of a continuing nature, then Owner need only serve a six (6) day termination notice based upon the allegations of objectionable conduct.~~
- 76. Vehicles** No vehicle belonging to the Tenant or to a member of the Tenant's family, guest, employee of the Tenant shall be parked in such manner to prevent ready access to any entrance or driveway of the Building.
- 77. Cooking Gas** Owner will provide gas, for cooking purposes only, at no additional cost to Tenant. All other services such as telephone, electric, cable and satellite T.V., and internet service are not included in the rent and Tenant must pay the service.
- 78. Smoke Detector** The Apartment shall be equipped with a smoke detector(s) and carbon monoxide detector(s) as required by applicable law. Tenant shall not disable, cover, remove, repair or otherwise tamper with any smoke detector(s) and carbon monoxide detector(s). Tenant shall give prompt written notice to Owner of any damage to the smoke detector(s) and carbon monoxide detector(s), and as to any defect or malfunction in the operation thereof.
- 79. Sprinkler Heads** Tenant shall not paint over or in any way tamper with or cover any sprinkler heads in the Apartment because such activity may render the sprinkler inoperable. In the event that Tenant paints over or in any way damages a sprinkler head, Tenant shall be responsible for the full cost of replacement of the sprinkler head, which sum shall be collectible as additional rent. Tenant is advised that hot objects, if brought too close to a sprinkler head, may cause the sprinkler system to activate. In the event flooding should occur as the result of activation of any sprinkler head because of tampering, misuse, of the Apartment or negligent conduct therein, Owner will repair any damage to the Building and/or the Apartment at Tenant's sole cost and expense, which cost and expense shall be paid by Tenant as additional rent under this Lease.
- 80. Noxious Odors and Hazardous or Toxic Materials** Tenant shall not permit any noxious odors or objectionable odors to emanate from Tenants Apartment or any area of the Building. Further Tenant shall not use, generate, store or dispose of any type of hazardous or toxic materials or substances at, from or in the Apartment or any area of the Building.
- 81. Noises, Odors, or Scents** Tenant acknowledges that the Owner has not made any representations or promises with respect to noises or odors however arising and whether occurring inside or outside the Building, and Tenant waives and releases any claim, cause of action or set off by reason of or arising out of any noise, inconvenience, aromas, scents, or odors, however arising, and whether occurring inside or outside the Building. Tenant shall not rescind this Lease or be entitled to any compensation or diminution or abatement of rent, nor shall it fail to honor any other obligations under this Lease by virtue of any of the above mentioned items.
- 82. Electrical Appliances** Tenant shall not install, maintain or use any additional electrical appliances in the Apartment without first obtaining prior written consent of the Owner. Such electrical appliances include, but are not limited to, laundry machines, dishwashers, satellite dishes, air conditioners, ventilating equipment, garbage disposals, trash compactors, radio transmitters, and electric heating units.
- 83. Broker** Unless otherwise agreed to by Owner in writing, Tenant represents that no broker brought about this Lease or if a broker did, in fact bring about this Lease, Tenant has agreed with the broker to pay the broker's fee and Tenant agrees to hold Owner's harmless from any claim for commission made by any broker in connection with this Lease including without limitation the costs of defense plus reasonable attorney's fees by an attorney selected by Owner to defend it. Owner shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor such revocation or diminution be deemed a constructive or actual eviction.
- 84. Public Areas** Tenant acknowledges and agrees that (i) the public halls or stairways of the Building shall not be obstructed or used for any purpose other than ingress to or egress from the apartments in the Building, (ii) no fire tower in the Building shall be obstructed in any way, (iii) no public hall shall be decorated or furnished by any person in any manner, (iv) children shall not play in the public halls, courts, plaza, public terraces, lobby, elevators, or fire towers, (v) children shall not be fed or diapered in the lobby or in any other public areas of the Building, (vi) housekeepers and caregivers shall not congregate in the lobby or in other public areas of the Building, and (vii) children shall at all times be supervised by an adult while in the public areas of the Building.
- 85. Advertisement** Tenant acknowledges and agrees that (i) no sign, notice, advertisement or illumination shall be inscribed, placed or displayed on or at any window of the Apartment, (ii) no sign, notice, or advertisement

may be placed in any public area of the Building, and (iii) Tenant shall not peddle, distribute or solicit any merchandise, book, periodical, circular, handbills, pamphlets, advertising material or otherwise, or solicit donations or contributions for or membership in any public or private organization in any public area of the Building.

**86. Barbecuing Prohibited** Tenant agrees that he/she shall not cook or barbecue on any balconies or terraces located in the building, regardless of whether such balcony or terrace is a part of the leased premises.

**87. Preventing Moisture and Mildew**

- a. Tenant acknowledges that it is necessary for Tenant to provide appropriate climate control in the Apartment and take other measures to retard and prevent mold and mildew from accumulating in the Apartment. Tenant shall: (i) maintain the Apartment in clean condition, dust the Apartment on a regular basis and remove any visible moisture accumulation in or on the leased premises, including on windows, walls, floors, ceilings, bathroom fixtures, and other surfaces; mop up spills and thoroughly dry affected area as soon as possible after occurrence; and (ii) not block or cover any of the heating, ventilation or air-conditioning ducts in the Apartment and keep climate and moisture in the Apartment at reasonable levels.
- b. Tenant shall promptly notify management in writing of the presence of the following conditions: (i) any evidence of a water leak or excessive moisture or standing water inside the Apartment or in any Common Area or the garage at the Building; (ii) any evidence of mold or mildew-like growth in the Apartment that persists after tenant has tried several times to remove it with a common household cleaner containing disinfectants and/or bleach, (iii) any failure or malfunction in the heating, ventilation and air conditioning systems or the laundry equipment, if any, in the Apartment; and, (iv) any inoperable doors or windows.
- c. If Tenant fails to comply with the provisions of this Article, then, in addition to Tenant's obligation to indemnify Owner in accordance with the terms of this Lease for all damage, loss, cost and expense, including attorneys fees and disbursements, suffered or incurred by Owner in connection with said failure to comply, Tenant shall also be responsible for all damage or loss to and all costs and/or expenses suffered or incurred by Tenant, Tenant's personal property and other occupants of the Building and their respective personal property.

**88. Warning** Young children can STRANGLE in cord and bead chain loops. They can also wrap cords around their necks and STRANGLE.

- a. Always keep cords and bead chains out of children's reach.
- b. Move cribs, playpens, and other furniture away from cords and bead chains. Children can climb furniture to get to cords.
- c. Do not tie cords together. Make sure cords do not twist together and create loop.

**89. Windows** Under no circumstances is tenant permitted to install/affix any window treatment of any kind including but not limited to blinds, curtains, valances, etc. into the window frames, mullions and/or sills in the apartment.

**90. WAIVER OF FOREIGN SOVEREIGN AND DIPLOMATIC IMMUNITY** Renter represents that he is not subject to foreign sovereign or diplomatic immunity. Renter expressly waives the doctrine of foreign sovereign or diplomatic immunity and consents to the jurisdiction of the Housing Court and all other courts. Renter expressly represents that in the event of a judgment is obtained against him, Owner may enforce the judgment against any property or assets of Renter, wherever they are located.

**91. MILITARY STATUS** renter represents that he is not in the United States military, and is not dependent upon a member of the United States military. Renter must notify Owner within ten days of enlistment in the military.

**92. WINDOW CLEANING** Renter shall not allow any windows to be cleaned from the outside unless such service is provided by Owner.

**93. CLOUD LOUNGE and FITNESS CENTER** Renter acknowledges that these spaces are granted by Owner's permission, which shall be subject to Owner's rules and regulations, which may be changed at Owner's discretion. Permission shall be granted in the form of a separate rider issued at a later date.

**94. WINDOW WALL** Renter is expressly prohibited from drilling holes into the window wall system (defined as the metal frames/trim pieces surrounding the exterior glass windows) without the express written consent of Owner.

160 Madison Ave LLC

\_\_\_\_\_  
(Owner/Agent)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fred Flintstone (Tenant)

\_\_\_\_\_  
Date

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED MAY 17, 2012 BETWEEN 160 MADISON AVE LLC (OWNER) AND FRED FLINTSTONE (TENANT) REGARDING APARTMENT TEST IN THE PREMISES LOCATED AT 160 MADISON AVENUE, NEW YORK, NY 10016. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

### LEASE CANCELLATION RIDER

Provided all terms and conditions of the within lease are complied with, the tenant shall have ONE-Time option to cancel the within lease and vacate the premises at 6Months, namely, June 30, 2011 based on the following terms and conditions:

1. Tenant shall notify Landlord of his/her intention to cancel at least 30 days prior to vacating. Such cancellation shall be effective the last day of the month only.
2. Tenant shall notify Landlord by certified mail at Landlord's place of business of his/her option to cancel.
3. In consideration of the privilege of such cancellation, Tenant agrees to pay the Landlord the sum of \$0 (which represents the amount of 1 months' rent ) as a cancellation fee in addition to any rent owed through the date the lease is cancelled. The Tenant's security deposit cannot be used for partial payment of the cancellation fee. Tenant also agrees to restore said apartment to its original condition less normal wear and tear. This cancellation does not apply to any renewal or extension of the present lease.
4. Security deposit will be refunded to the Tenant, less any restoration cost and pursuant to the terms and conditions of the within lease.
5. During reasonable hours and with reasonable notice, for the 30 days prior to the date of cancellation, the Landlord may enter the apartment to show the apartment to persons who wish to rent it.
6. If tenant does not notify Landlord of option to cancel this lease in compliance with the terms indicated above , then all the terms and conditions of this lease shall be in full force and effect until the expiration date of the lease, namely, December 31, 2011.

160 Madison Ave LLC

\_\_\_\_\_  
Fred Flintstone (Tenant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Owner/Agent)

\_\_\_\_\_  
Date



ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED MAY 17, 2012 BETWEEN 160 MADISON AVE LLC (LANDLORD) AND FRED FLINTSTONE (TENANT) REGARDING APARTMENT TEST IN THE PREMISES LOCATED AT 160 MADISON AVENUE, NEW YORK, NY 10016. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

### CONCIERGE RIDER

IN THE EVENT THERE ARE ANY PROVISIONS CONTAINED IN THIS RIDER WHICH ARE INCONSISTENT WITH THE PROVISIONS OF THE LEASE, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES THAT THE PROVISIONS OF THIS RIDER SUPERCEDE SUCH PRINTED LEASE FORM, SUCH THAT SAID PRINTED LEASE FORM IS DEEMED MODIFIED HEREBY.

1. It is the intention of 160 Madison Ave LLC ("Owner") to retain an independent contractor to operate a concierge service at 160 Madison Avenue.
2. The concierge service shall be referred to as "Bldg Name- Concierge" for identification purposes only.
3. Notwithstanding the reference to this service as Bldg Name- Concierge " it is understood by Tenant that this service is *not* being operated by Owner, *is* being provided by a wholly independent third party operator, such that this service is *not* subject to the provisions of and/or the limitations or requirements of the Rent Stabilization Law and/or Code.
4. Tenant acknowledges having been informed as to the nature of the concierge operator and that Owner reserves the rights to modify or discontinue such concierge service and that such decision shall rest in Owner's sole discretion.
5. This Rider shall be deemed to be incorporated into and is made a part of the Lease.

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Fred Flintstone (Tenant)

Date

SBELKIN/3433.0076/705465

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED MAY 17, 2012 BETWEEN 160 MADISON AVE LLC (LANDLORD) AND FRED FLINTSTONE (TENANT) REGARDING APARTMENT TEST IN THE PREMISES LOCATED AT 160 MADISON AVENUE, NEW YORK, NY 10016. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

### INSURENT LEASE GUARANTEE PROGRAM

1. Tenant has applied for a Lease to rent an apartment at the above-referenced premises.
2. Tenant understands that Tenant did not meet the criterion for credit-worthiness and income which Owner generally relies upon in determining whether or not to grant an application for lease. Therefore based on tenant's credit-worthiness and income this lease would not have been granted.
3. Tenant utilized the services of the Insurent Lease Guaranty Program to qualify for the Lease, and the Owner has been issued the attached Coverage Rider for the Lease.
4. Tenant understands that the coverage provided under the Coverage Rider and the underlying Lease Residual Value Policy is solely for the benefit of the Owner, and that Tenant has no right to seek any benefits from or payments under the Lease Residual Value Policy.
5. Tenant understands that this Coverage Rider will not under any circumstance relieve Tenant of the obligation to pay rent for the Apartment in accordance with the terms of this lease, and will not protect Tenant from or prevent an eviction if tenant does not pay the rent.
6. Tenant understands that Tenant obligations under the Lease remain the same, and Tenant continues to be still responsible to follow all the rules and obligations under the Lease.
7. Tenant agrees to provide the Owner evidence of the Insurent Coverage Rider or some other qualified guarantor acceptable to the Owner for any renewal at the time of renewal or the expiration of the Lease. Such qualification will be at the sole discretion of the Owner.
8. Predicated upon the foregoing offer by Tenant, absent which Owner would not have granted Tenant's application for a Lease, Owner has granted said application to Lease the premises.

160 Madison Ave LLC

\_\_\_\_\_  
Fred Flintstone (Tenant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Owner/Agent)

\_\_\_\_\_  
Date

## LEASE APPLICATION AND MOVE-IN PROCEDURES

Applications for an apartment at 160 Madison Avenue will not be reviewed until all requested information and documentation has been received, including a credit report, fully signed lease, prepaid rent due, and a security deposit. The signing of a lease agreement does not constitute an approval of the application. The Rental Office personnel cannot review or approve lease applications.

Occupancy of the apartment will not be finalized until the application is approved. The Management Office will contact you to advise you of the approval of your application and to schedule the specific date and time of your move-in. We cannot authorize early pick-up of keys or entry to the apartment for decorating, such as carpet installation, prior to the approved move-in date.

Your tentative move-in date is subject to approval of your application. You cannot move into The building until you have been advised by the Management Office that your application has been approved and your move-in has been scheduled. **It is essential, if you have not been advised that your application has been approved, that you call the Management Office at (212) XXX-XXX at least 72 hours before your Lease Commencement Date.**

For the convenience of our residents and security of 160 Madison Avenue, the following procedures will be strictly enforced **without exception**:

If the lease is approved, tenant must pick up the new keys and take possession of the apartment between the hours of 9:00am and 5:00pm on the lease commencement date, or during normal business hours thereafter by arrangement with the Concierge. **Tenants may not pick up new keys and take possession of the apartment on evenings, weekends or holidays.**

Furthermore, moving into 160 Madison Avenue can only be scheduled between the hours of 9:00AM and 5:00PM, and will not be allowed on holidays. Tenants can only move in during the scheduled date and time. If the moving company is unable to arrive by 5:00PM, the tenant will be required to make alternate arrangements for storage and next business-day delivery, if available. It is the tenant's responsibility to advise the moving company of these procedures.

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I have read, understand and agree to the above move-in procedures and policies:

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Fred Flintstone (Tenant)

Date

## RIDER TO LEASE

(License)

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS RIDER WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE MAIN BODY OF THIS LEASE, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS RIDER SUPERSEDE ANY INCONSISTENT PROVISIONS THEREIN SUCH THAT SAID LEASE IS DEEMED MODIFIED HEREBY.

**AGREEMENT**, made as of May 17, 2012, between 160 Madison Ave LLC ("Licensor"), with offices at 160 MADISON AVENUE, NEW YORK, NY 10016, and Fred Flintstone (jointly referred to as "Licensee")

**WHEREAS**, pursuant to a certain lease dated May 17, 2012 (hereinafter "the Lease"), Licensee will be the tenant of Apartment TEST (the "Apartment") at 160 MADISON AVENUE, NEW YORK, NY 10016 ("Subject Building") commencing on January 24, 2011 ("the commencement date"); and

**WHEREAS**, notwithstanding the commencement date of the Lease and the commencement of Licensee's tenancy there under, Licensor has agreed to permit Licensee to enter into occupancy of the Apartment prior to said commencement date.

**NOW**, therefore, in consideration of the foregoing and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises:** Licensor hereby grants permission to the Licensee to occupy the Apartment.
2. **Term:** The license shall be for a 61 day term commencing November 24, 2010 and expiring on January 23, 2011.
3. **Nature of Occupancy:** It is expressly understood that Licensee has entered into this License Agreement with Licensor predicated solely as an incident of the Licensee's having entered into the Lease for the Apartment. Absent the Licensee's having leased the Apartment, Licensor would not have offered or executed this License Agreement with the Licensee.
4. It is expressly understood and agreed that the 61 day occupancy by the Licensee pursuant to this License Agreement is exempt from and is not covered by the Rent Stabilization Law, the Rent Stabilization Code, the City Rent Law or the Rent and Eviction Regulations.
5. **Condition of Premises:** Licensee has examined the Apartment and accepts it in its present condition.
6. **Covenants, Rules and Regulations:** Licensee agrees that Licensee shall be bound, during the term of this license, to all obligations, rules and regulations of the Lease for the Apartment except for the payment of rent, as if said Lease were applicable to the Apartment during the term of the License.
7. **Fee for Premises:** Predicated upon Licensee's representation as to Licensee's intention to honor and proceed with the Lease on its commencement date, Licensor agrees to waive Licensee's payment of any fee for Licensee's use and occupancy of the Apartment during this 61 day license period. However, in the event that Licensee fails to honor and proceed with the Lease on its commencement date, then Licensor's waiver of Licensee's payment of any fee for Licensee's use and occupancy of the Apartment during this month License shall be rendered null and void, such that Licensee shall be liable to Licensor for said use and occupancy of the Apartment in the sum of \$2,350.00, which sum is equivalent to the monthly rental for the Apartment under the Lease, and Licensee shall continue to be liable for the market value of said use and occupancy of the Apartment until Licensee vacates the Apartment.
8. **Terms of Occupancy:** It is hereby acknowledged that the Licensee has read and understands this License Agreement and the Lease and will not violate either in any way.
9. **Termination of License:** Licensor may terminate Licensee's license to occupy the Apartment by giving Licensee a written ten (10) day notice to quit pursuant to RPAPL § 713 for any reason set forth in the Lease as a violation of tenancy or due to Licensee's failure to honor the Lease it has executed.
10. It is specifically understood and agreed by and between the parties that this License Agreement is the result of negotiations between the parties, such that both parties shall be deemed to have drawn these documents in order to avoid any negative inference by any court as against the preparer of the document.
11. **Rider to Lease:** This Rider shall be deemed to be incorporated into and is made a part of the Lease between the parties regarding the renting of the Apartment at 160 MADISON AVENUE, NEW YORK, NY 10014
12. It is agreed and understood that this document may be signed in separate parts and that signatures via telecopied transmission shall be accepted as valid and binding.
13. It is also expressly agreed that this Early Occupancy Agreement is a one-time incentive. If the lease is terminated before January 31, 2012, tenant must reimburse Owner for the rental value of early occupancy.

The parties hereto have caused this Rider to be executed as of the day and year recited below as the date signed by Landlord.

160 Madison Ave LLC

Fred Flintstone (Tenant)

Date

(Owner/Agent)

Date

  
Initials: \_\_\_\_\_