NYSCEF DOC. NO. 3

RECEIVED NYSCEF: 06/04/2020

INDEX NO.

LEASE dated as of September 21, 2014, between LLC, a Delaware limited liability company, having an office c/o Capital, 405 Park Avenue, 12th Floor, New York, New York 10022 ("Landlord"), and PARKING LLC, a Delaware limited liability company, having an office at Street, New York, New York 10016 ("Tenant").

WITNESSETH:

ARTICLE 1

PREMISES; TERM

Landlord hereby leases to Tenant, and Tenant hereby hires and rents from Landlord, upon and subject to the covenants, conditions and agreements herein set forth, for the term hereinafter stated, the garage condominium unit (the "Garage") in the condominium building (the "Building") located at particularly described on Exhibit "A" annexed hereto and made a part hereof, together with all fixtures, equipment, improvements, installations and appurtenances which at the commencement of, or during the term of, this Lease are thereto attached or appurtenant.

TO HAVE AND TO HOLD unto Tenant, its successors and assigns, for a term (the "Term") of approximately twenty-three (23) years, commencing on the date hereof (the "Commencement Date") and ending, unless sooner terminated, on the last day of the month in which the twenty-third (23rd) anniversary of the Commencement Date occurs (the "Fixed Expiration Date"; the Fixed Expiration Date, or such earlier or later date that the term of this Lease expires or otherwise terminates pursuant to the terms hereof or pursuant to law, being referred to herein as the "Expiration Date).

ARTICLE 2

FIXED MINIMUM RENT

Except as hereinafter otherwise expressly specified, Tenant Section 2.01. covenants and agrees to pay Landlord fixed rent in the amount set forth on Exhibit B annexed hereto and made a part hereof (the "Fixed Rent") commencing on the Commencement Date and ending on the Fixed Expiration Date. The Fixed Rent shall be payable in equal monthly installments in advance on the first (1st) day of each month during the Term at the office of Landlord or such other place as Landlord may designate, without any setoff, off-set or deduction whatsoever, except as otherwise expressly specified herein. If the Commencement Date is not the first day of a month, then the Fixed Rent for the month in which the Commencement Date occurs shall be prorated on a per diem basis and paid on the Commencement Date.

Section 2.02. All amounts, costs, charges and expenses which Tenant agrees or is obligated to pay to Landlord pursuant to this Lease, including, without limitation, Fixed Rent, additional rent, Impositions and any other sums, costs, fees, expenses, late charges, or deposits due to Landlord pursuant to the terms hereof shall constitute rent under this Lease (collectively