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G140 Well Magna Group, LLC Rider v4 6.12,14

NYSCEF DOC. NO. 11

ADDITIONAL CLAUSES attached to and forming a part of Lease dated as of June 12, 2014, by and between District STREET LLC, Landlord, or Owner, and Landlord AGROUP, LLC, Tenant

The provisions of this Rider shall supersede any inconsistent provisions contained in the printed portion of the Lease.

37. COMMENCEMENT AND EXPIRATION DATES: DELIVERY OF POSSESSION.

37.01 The term of this Lease for which the Premises are hereby leased ("Term") shall commence on the date the Work in the Premises as specified on Exhibit D has been substantially completed and Landlord delivers possession of the Premises to Tenant ("Commencement Date") and shall end at noon on the last day of the month which is twelve (12) years and eight (8) months after the Rent Commencement Date plus the number of days to end on the last day of a calendar month ("Expiration Date") or on such earlier date upon which said term may expire or be canceled or terminated pursuant to any of the terms, covenants or conditions of this Lease or pursuant to Legal Requirements. Landlord agrees to give Tenant ten (10) days prior notice of the date the Work shall be completed. The first "lease year" shall be the twelve (12) month period following the Commencement Date; each subsequent lease year shall be the following twelve (12) month period. Promptly following the Commencement Date, Landlord and Tenant shall enter into a supplementary agreement fixing the dates of (a) the Commencement Date, (b) the Rent Commencement Date and (c) the Expiration Date and if they cannot agree thereon within fifteen (15) days after Landlord's request therefore, such dates shall be determined by arbitration in the manner provided in Article 59.

37.02 Landlord shall deliver the Demised Premises with the Building Standard Work specified on Exhibit D, substantially completed. Except as provided on Exhibit D all installations, materials and work above Building Standard which may be required or desired by Tenant to alter, improve, equip, decorate and furnish the Demised Premises for Tenant's occupancy shall be done by Tenant at Tenant's cost and expense.

37.03 It shall be conclusively presumed that the Demised Premises were in satisfactory condition as of the Commencement Date (except for latent defects), unless within thirty (30) days after the Commencement Date, Tenant shall give Landlord notice specifying the respects in which the Demised Premises were not in satisfactory condition.