

**RIDER ATTACHED TO AND FORMING PART OF LEASE  
DATED AS OF JULY 1, 2005, BETWEEN  
99 UNIVERSITY CORPORATION, AS "LANDLORD" or "OWNER"  
AND POLO NEW YORK, LLC, AS "TENANT"  
COVERING THE GROUND FLOOR RETAIL STORE AND BASEMENT DIRECTLY  
BELOW AS DEPICTED ON THE ATTACHED DIAGRAM ("DEMISED PREMISES")  
AT THE BUILDING LOCATED AT AND KNOWN AS 99 UNIVERSITY PLACE  
NEW YORK, NEW YORK ("BUILDING")**

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In the event of any inconsistency between the provisions of this Rider and the provisions of the printed form of Agreement of Lease to which this Rider is annexed, the provisions of this Rider shall govern and be binding. For the purposes hereof, the printed form of Agreement of Lease together with this Rider shall collectively be hereafter referred to as the "Lease."

**40. Lease Term and Commencement Date.**

A. The "Commencement Date" of this Lease shall be the date hereof and the "Original Term" shall commence on the Commencement Date and shall expire upon the expiration of ten (10) Lease Years following the Rent Commencement Date, subject to Tenant's right to extend the term of the Lease for an additional five (5) year "Option Period" pursuant to Section "104" (accordingly the "Term" of the Lease shall refer to the Original Lease Term plus the Option Period, if the option for the Option Period is exercised). The "Rent Commencement Date" shall be the earlier of (i) the date which is one hundred twenty (120) days after the later of (x) the Delivery Date (as defined below) and (y) the Permit Issuance Date (as defined in Paragraph "45.C"), and (ii) the date that Tenant opens the Demised Premises for business to the public.

B. "Lease Year" shall be the twelve (12) full calendar months commencing on the first day of the month immediately following the month in which the Rent Commencement Date occurs, unless the Rent Commencement Date is the first day of a month, in which event the first Lease Year shall commence on such Rent Commencement Date. Each subsequent Lease Year shall commence upon the expiration of the immediately preceding Lease Year. Notwithstanding the foregoing, if the Rent Commencement Date is other than the first day of a month, the first Lease Year shall include the Rent Commencement Date through the end of the month in which the Rent Commencement Date occurs.

C. The "Delivery Date" shall mean the date upon which all of the following shall have occurred and shall all then be subsisting:

(i) All of Owner's Work in the Building has been substantially completed in accordance with the provisions of this Lease and the Demised Premises are ready for Tenant's Work;