NYSCEF DOC. NO.

RECEIVED NYSCEF: 11/12/2020

RIDER TO LEASE AGREEMENT DATED

MAY 25 2017

BY AND BETWEEN

R STREET, LLC, AS LANDLORD

& R LLC, AS TENANT

- 40 Term/Rent. (a) The term of this Lease (the "Term" or "Lease Term") shall commence on the full execution and delivery of this Lease (the "Commencement Date") and shall expire on the last day of the tenth (10th) Lease Year (as hereinafter defined) (the "Expiration Date"), or such earlier date(s) on which such term may expire or be canceled or terminated pursuant to any of the conditions or covenants of this Lease or pursuant to law. The Initial Term and any Renewal Term (as hereinafter defined) shall be referred to herein as the "Lease Term" or "Term".
- (b) During the term, Tenant shall pay to Landlord "Fixed Annual Rent" (herein so called) initially in the amount of One Hundred Eighty Six Thousand and 00/100 Dollars (\$186,000.00) per annum during the period commencing on the Commencement Date and ending on the Expiration Date, which Fixed Annual Rent shall be paid monthly in advance in equal monthly installments for each Lease Year (as hereinafter defined), without prior notice or demand, and without abatement, deduction or set-off whatsoever, on the first day of each and every calendar month during the term hereof, except, however, the first monthly installment of fixed annual rent shall be paid on the execution at this Lease. The Fixed Annual Rent shall automatically increase annually commencing on the first anniversary of the Rent Commencement Date and ending on the Expiration Date as follows:

Lease Year	Fixed Annual Rent	Monthly Installment
1	\$186,000.00	\$15,500.00
2	\$191,580.00	\$15,965.00
3	\$197,327.40	\$16,443.95
4	\$203,247.24	\$16,937.27
5	\$209,344.68	\$17,445.39
6	\$215,625.00	\$17,968.75
7	\$222,093.72	\$18,507.81
8	\$228,756.48	\$19,063.04
9	\$235,619.16	\$19,634.93
. 10	\$242,687.76	\$20,223.98

- (c) Notwithstanding anything contained herein to the contrary, provided Tenant is not in default in the terms, covenants, conditions or obligations under this Lease, the Fixed Annual Rent shall be abated during the period commencing on the Commencement Date and ending on the date which is the one hundred eightieth (180th) day following the Commencement Date (with the 181st day being referred to herein as the "Rent Commencement Date"). If, during the first ten (10) Lease Years of the Lease Term, Tenant defaults under the terms of this Lease, in addition to all other rights and remedies Tenant has under this Lease, Tenant shall be responsible to reimburse Owner an amount equal to the then unamortized amount of the rent concession granted to Tenant pursuant to the terms of this Section 40(c), amortized over the first ten (10) Lease Years of the Term using a straight line method.
- (d) In addition to the Fixed Annual Rent payable pursuant to Section 40(b) above, Tenant shall pay additional rent (herein so called) consisting of all other sums of money as shall become due from and payable by Tenant to Landlord hereunder (for default in the payment of which Landlord shall have the same remedies as for a default in the payment of Fixed Annual Rent), all to be paid in lawful money of the United States of America to Landlord at its office, or such other place, or to such agent, and at such place, as Landlord may designate by notice to Tenant. Such payment of rent (the Fixed Annual Rent and the additional rent are sometimes hereinafter collectively called the "rent") shall be by check (drawn upon a bank or trust company which is a member of the New York Clearing House Association), subject to collection.
- (e) The phrase "Lease Year" shall mean a period of twelve (12) consecutive months during the Lease Term with the exception of the first Lease Year, which shall commence on the Commencement Date and end on the day prior to the first anniversary of the Rent Commencement Date. The second Lease Year shall begin on the first day of the month following the end of the first Lease Year and each subsequent Lease Year shall begin on the year anniversary of the commencement of the prior Lease Year.
- (g) (i) Tenant shall have the right (the "Renewal Option") to extend the Initial Term for one (1) extension term of five (5) years (the "Renewal Term"), provided that Tenant shall give Landlord notice of its election to renew the Term (the "Renewal Notice") on or before the date (the "Renewal Term Notice Date") that is nine (9) months prior to the Expiration Date, time being of the essence with respect thereto, and upon the giving of such Renewal Notice this Lease shall be deemed renewed for the Renewal Term



