

ARTICLE 2

PREMISES; TERM; RENT

Section 2.1 LEASE OF GARAGE. Subject to the terms of this Lease, Landlord leases the Garage to Tenant, and Tenant leases the Garage from Landlord, for the Term.

Section 2.2 TERM. This Lease shall be for a term (the Term) which commences on the Commencement Date and ends on the Expiration Date, unless sooner terminated pursuant to any of the terms, covenants or conditions of this Lease or pursuant to law. In the event that the date set forth above for the Commencement Date is not a date certain, then within ten (10) days of Landlord's request, Tenant and Landlord shall join in the execution of an agreement stipulating the Commencement Date, the Rent Commencement Date and the Expiration Date of this Lease, substantially in the form annexed hereto and made a part hereof as Exhibit D (the Commencement Letter). In the event Tenant fails to execute and deliver such agreement to Landlord within ten (10) days from Tenant's receipt thereof, then, in such case, the Commencement Date, the Rent Commencement Date and the Expiration Date set forth in such agreement shall be deemed conclusive and binding upon Tenant, provided however, such failure to execute the Commencement Letter shall not affect the effectiveness of the terms and provisions of this Lease.

Section 2.3 PAYMENT OF RENT. Tenant shall pay to Landlord, without notice or demand, and without any set-off, counterclaim, abatement or deduction whatsoever, except as may be expressly set forth in this Lease, in lawful money of the United States by wire transfer of funds to Landlord's account, as designated by Landlord, or by check drawn upon a bank with an office in New York City at which the check can be presented for payment: (a) Fixed Rent in equal monthly installments, in advance, on the first (1st) day of each calendar month during the Term, commencing on the Commencement Date, and (b) Additional Rent, at the times and in the manner set forth in this Lease.

Section 2.4 INTEREST. If Tenant shall fail to pay any installment or other payment of Rent within five (5) days after it is due, interest shall accrue on such installment or payment as a late charge, from the date such installment or payment became due until the date paid, at the rate of three percent (3%) per month (the Interest Rate), and such interest shall be deemed Additional Rent as provided in Section 20.3.

Section 2.5 FIXED RENT CREDIT. Notwithstanding anything to the contrary hereinabove set forth, provided Tenant is not in material default under this Lease, beyond the expiration of any applicable notice and cure periods, Tenant shall be entitled to a credit against the Fixed Rent for the period: (i) from the Commencement Date through the day prior to the two (2) month anniversary of the Commencement Date in the amount of Forty-One Thousand Two Hundred and Fifty dollars and 00/100 (\$41,250.00) per month; and (ii) from the two (2) month anniversary of the Commencement Date through and including the day prior to the six (6) month anniversary of the Commencement Date in the amount of Twenty Thousand Six Hundred and Twenty Five dollars and 00/100 (\$20,625.00); and (iii) for the month in which the six (6) month anniversary of the Commencement Date occurs, in the amount of One Thousand Six Hundred and Sixty-Six dollars and 70/100 (\$1,666.70).