

September 4
RIDER TO LEASE DATED AS OF ~~August 4~~, 2018
BETWEEN [REDACTED]
[REDACTED] C, AS TENANT
RESPECTING CERTAIN GROUND FLOOR SPACE
IN THE BUILDING LOCATED AT
[REDACTED] STREET A/K/A 514 BROADWAY, NEW YORK, NY

This Rider is attached to the Lease and is intended to be incorporated therein. If and to the extent that any of the provisions of this Rider conflict or are otherwise inconsistent with any of the preceding printed provisions of the Lease, whether or not such inconsistency is expressly noted in this Rider, the provisions of this Rider shall prevail.

40. A. Supplementing the preface of this Lease, the term of this Lease shall be for a term to commence (the "Term") shall commence on the later of (i) the date Tenant is given possession of the Premises by the Landlord and (ii) the date of receipt of the "Consent" defined in Article 66 below (the "Commencement Date"), and shall expire on the date which is ten (10) years from the "Rent Commencement Date" as such term is defined below (the "Expiration Date"), unless this Lease shall cease and is sooner terminated.

B. The term "lease year" or "Lease Year" when used in this Lease shall mean, for the first lease year, the period from the Commencement Date until the last day of the calendar month immediately preceding the calendar month in which the one year anniversary of the Commencement Date occurs (except if the Commencement Date occurs on the first day of a month, in which event the first lease year shall end on the day immediately prior to the one year anniversary of the Commencement Date), and for each subsequent lease year, each subsequent period of twelve (12) months.

C. In the event the Commencement Date occurs on a date which is not the first day of a month, Tenant shall pay all Fixed Rent computed on a daily basis as of the Commencement Date, and Tenant shall pay one-hundred (100%) percent of all utilities commencing on the Commencement Date and that all Additional Rent shall be computed from said date.

D. (1) Simultaneously with the execution of this Lease, Tenant shall pay (i) "Fixed Rent" in the amount of \$40,000.00 due for the first month in which Fixed Rent is due hereunder. Tenant shall pay the following Fixed Rent ("Fixed Rent") for the Demised Premises on the first day of each and every month in advance (and shall be considered "late" for purposes of default on the eighth (8th) day of the month) at the following rates:

\$480,000.00 per annum (\$40,000.00 per month) during the first lease year (subject to subsection D(2) below);

\$496,800.00 per annum (\$41,400.00 per month) during the second lease year;

\$514,188.00 per annum (\$42,849.00 per month) during the third lease year;

\$532,184.58 per annum (\$44,348.72 per month) during the fourth lease year;

\$550,811.04 per annum (\$45,900.92 per month) during the fifth lease year;

\$570,089.42 per annum (\$47,507.45 per month) during the sixth lease year;