

Section 27 of the Lease)

Tenant shall hold over in possession after the expiration of the term of this Lease, such holding over shall not be deemed to extend the term or renew this Lease but the tenancy thereafter shall continue as a tenancy from month to month upon the terms and conditions herein contained and at the basic rent in effect immediately preceding the expiration of the term. If Landlord shall notify Tenant of its intention to terminate the month to month tenancy so created, Landlord shall grant to Tenant a sixty (60) day period after the termination of the Lease in which the Tenant shall have an opportunity to remove all of its inventory and fixtures. No rent shall be paid by Tenant to Landlord during this sixty (60) day period.

Applicable Law

(Section 26 of the Lease)

13. This Lease shall be governed by and construed in accordance with the laws of the State of New York. The holding of any Court that any provision in this Lease is invalid or unenforceable shall not affect the remaining provisions of this Lease, which shall remain in full force and effect.

Options to Purchase
(Section 26 of the Lease)

14. As a material part of the consideration for the execution of this Lease by Lessee, Lessor hereby gives and grants to Lessee the sole and exclusive right and option to purchase the Demised Premises and all of Lessor's right, title and interest therein, upon the terms and conditions set forth in Section 29 of the Lease. Lessor and Lessee agree that Lessor's acceptance of Lessee's exercise of the option to purchase the Demised Premises under Section 29 of the Lease, shall be subject to the approval of the holder of the first fee mortgage on the Demised Premises, which approval is not to be unreasonably withheld.

The option hereby granted may be exercised during the period set forth in Section 29 of the Lease upon sixty (60) days prior written notice delivered by Lessee to Lessor, and in the event of exercise thereof by Lessee, Lessor agrees to sell the Demised Premises to Lessee and Lessee agrees to purchase the Demised Premises from Lessor during the periods and at the price hereinafter set forth in Section 29 of the Lease.

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