

**LESSOR'S RIGHT TO TERMINATE
ON ASSIGNMENT OR SUBLEASE BY LESSEE
STANDARD LEASE ADDENDUM**

Date: _____

By and Between

Lessor: _____

Lessee: _____

Property Address: _____

(street address, city, state, zip)

Paragraph: _____

(a) In the event of an assignment of this Lease or a sublease of more than forty percent (40%) of the area of the Premises for at least one year (including extension options) (each a "Recapture Transfer"), then Lessor shall have the right to terminate this Lease as provided herein ("Recapture Right") with respect to the portion of the Premises that is the subject of a Recapture Transfer ("Recapture Area"). Lessor may exercise the Recapture Right within ten (10) days after Lessor has received the terms, conditions and proposed effective date of a Recapture Transfer, and such other information, documents and sums requested by Lessor pursuant to Paragraph 12.2(e) of the Lease.

(b) If Lessor exercises the Recapture Right, then as of the proposed effective date of a Recapture Transfer ("Recapture Date"), (i) this Lease shall terminate with respect to the Recapture Area as if such Recapture Date was the Expiration Date of this Lease with respect thereto; (ii) Lessee shall vacate and deliver possession of the Recapture Area to Lessor in the condition required by the Lease (including Paragraph 7.4(c) of the Lease); (iii) the Base Rent, other amounts payable by Lessee (including Lessee's Share of Common Area Operating Expenses [if applicable]) shall be reduced proportionately based on the reduction of the size of the Premises; (iv) if the Recapture Area is less than the entire Premises, Lessor shall, at Lessor's expense, separately demise the Recapture Area, Lessee shall provide Lessor access to Premises as reasonably necessary therefor, and Lessee shall, at Lessee's expense, modify the portion of the Premises that Lessee will continue to lease (including painting the walls therein) as necessary due to reduction in the area of the Premises; (v) if prior to the Recapture Date Lessee was obligated to at Lessee's expenses maintain or repair a part of the Building (such as roof) or a Building system (such as electrical, plumbing, mechanical, fire sprinklers, life safety systems, heating, ventilating and air conditioning) that will after the Recapture Date be shared by or serve the Recapture Area and other space, then after the Recapture Date Lessor shall be responsible for the maintenance and repair of such shared Building parts or systems and Lessee shall, as additional rent, pay to Lessor within ten (10) days after billing, Lessee's pro rata share of such maintenance and repair costs; (vi) if prior to the Recapture Date Lessee was obligated to pay for any expenses of the Premises (such as Real Property Taxes, insurance premiums or utilities) which after the Recapture Date will be shared between the Recapture Area and other space, then Lessor shall prorate the cost of such shared expenses (as reasonably determined by Lessor, such as based on area or consumption) and Lessee shall, as additional rent, pay to Lessor within ten (10) days after billing, Lessee's pro rata share of such shared expenses; (vii) Lessee shall abide by and conform to reasonable rules and regulations which Lessor makes from time to time for the management, safety and care of areas shared between the Recapture Area and the rest of the Premises, including the use, care and cleanliness of grounds, parking, loading and unloading areas, and (viii) the Parties shall execute an amendment to this Lease to confirm the foregoing and any other changes resulting therefrom, but failure to request or execute such an amendment shall not affect Lessor's exercise of the Recapture Right.

(c) If Lessor exercises the Recapture Right, Lessor shall have the right, in Lessor's sole discretion, to lease the Recapture Area to any person or entity (including anyone with whom Lessee negotiated or who was otherwise interested in the Recapture Area) or to not lease the Recapture Area. If Lessor chooses to enter into a lease or other occupancy agreement (including with Lessee's proposed assignee or sublessee), then Lessee shall have no right to any of the rents or other consideration payable under such other lease or occupancy agreement, even if such rents and other consideration exceed the Rent payable under this Lease by Lessee.

(d) Lessor's election not to exercise the Recapture Right shall not waive Lessor's other rights, including approval rights under Paragraph 12.1 of the Lease, rights to receive any Transfer Profit and/or rights to exercise the Recapture Right for any other Recapture Transfers. The Recapture Right shall continue throughout the entire term of the Lease, as extended.

(e) Lessor shall not have the Recapture Right in the event of (a) an assignment of this Lease or a sublease of the entire Premises to a person or entity acquiring Lessee's business (whether through acquiring the assets of Lessee and/or a controlling interest in Lessee), (b) an assignment of this Lease due to Lessee's death, (c) a change in the control of Lessee which is due to transfer of stock, membership interest or partnership interest (i) among those who were the holders thereof as of the Commencement Date, (ii) among those who were the holders thereof as of the Commencement Date and their respective spouses, parents, siblings, children, grandchildren or any of their other family members, (iii) by will or devise, or (iv) to any person who was as of the Commencement Date an employee, officer or director of Lessee.

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