TO NYCIDA LESSEE: To sublease your facility, you must obtain NYCIDA’s prior written consent for the sublease in question. For each requested sublease-consent, complete this **Subleasing Consent Application and Checklist** and provide all of the requested documentation.

<table>
<thead>
<tr>
<th>Document</th>
<th>Enclosed</th>
<th>Not Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Check for $2,500. This application fee will cover multiple consent-requests but only if such requests are submitted concurrently</td>
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</tbody>
</table>
| 2. Signed letter from Lessee to Agency which must contain the following:  
  - Request for sublease-consent  
  - Name and address of proposed sublessee with description of the business/operations to be performed in the subleased premises  
  - Contact information for proposed sublessee  
  - City and state from which proposed sublessee is relocating | ☐ | ☐ |
| 3. Completed **Certificate as to Sublease** (see enclosed) | ☐ | ☐ |
| 4. Copy of proposed sublease agreement | ☐ | ☐ |
| 5. Signed copy of IDA **Rider to Sublease Agreement** (see enclosed) | ☐ | ☐ |
| 6. Proposed subtenant(s) are listed as “ACTIVE” on the website for the New York State Department of State / Division of Corporations: [http://www.dos.state.ny.us/corps/bus_entity_search.html](http://www.dos.state.ny.us/corps/bus_entity_search.html)  
  - Please provide a printout from the website | ☐ | ☐ |
| 7. Signed written letter(s) from Lessee’s insurance broker stating that the proposed sublease will neither impair nor diminish the liability insurance that the Lessee has obtained and is required to obtain under the Lease Agreement. | ☐ | ☐ |
| 8. **Schedule to Certificate as to Sublease** executed by Lessee (see enclosed) | ☐ | ☐ |
| 9. **Vendor Check** completed for each subtenant (see enclosed) | ☐ | ☐ |
| 10. ACORD certificate evidencing sublessee’s liability insurance coverage and naming the NYCIDA as an additional insured (including Worker’s Compensation insurance) | ☐ | ☐ |
| 11. Please enclose this **Subleasing Consent Application and Checklist** as a cover sheet for each subtenant | ☐ | ☐ |
Important points for lessees requesting sublease-consents:

- NYCIDA will not review any request for sublease-consent if the Lessee is in default under its agreements with NYCIDA.

- As part of its review of any request for sublease-consent, NYCIDA will perform an internal background investigation check on any proposed sublessee(s), which must be passed prior to NYCIDA granting sublease-consent.

- If NYCIDA consents to the requested sublease, the Lessee’s PILOT bill will increase since the PILOT attributable to the subleased premises will be pro-rated to equal full-taxes.

- Any costs incurred in fulfilling the requirements stated on this Subleasing Consent Application and Checklist will be entirely the responsibility of the Lessee to pay. For example, if the Lessee is the beneficiary of tax-exempt bonds issued by NYCIDA, the cost of obtaining an opinion of nationally-recognized bond counsel will be at the Lessee’s expense.

Remit applications to the following address:

New York City Industrial Development Agency
Attn: Compliance
110 William Street, 3rd Floor
New York, NY 10038

Questions or Concerns? Please contact PM at Phone Number

Compliance Hotline
Tel: 212.312.3963
Email: compliance@nycedc.com
Website: www.nycedc.com/compliancereporting
SCHEDULE to CERTIFICATE AS TO SUBLEASE

Total Square Footage of Facility: __________________________

1. % of Facility permitted total square permitted for subletting:
   for subletting: footage: permitted for subletting:
   _____% x _______ = _______

2. current
   subleases square footage
   ________ ________
   ________ ________
   ________ ________
   ________ ________
   Total = (______)

3. square footage for proposed subletting: = (______)

4. balance remaining of square footage available for subletting: = _______

Does the proposed sublease(s), if approved, violate the allowable total permitted subtenant occupancy as stated in the Lease Agreement with NYCIDA? ________
RIDER to SUBLEASE AGREEMENT dated __________, 20__

<table>
<thead>
<tr>
<th>SUBLESSOR:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>SUBLESSEE:</td>
<td></td>
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<tr>
<td>SUBLEASE PREMISES:</td>
<td></td>
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<tr>
<td>PREMISES:</td>
<td></td>
</tr>
<tr>
<td>NYCIDA:</td>
<td>New York City Industrial Development Agency</td>
</tr>
<tr>
<td>LEASE AGREEMENT:</td>
<td>Lease Agreement between NYCIDA and Sublessor, dated as of ________<strong>, 20</strong>, wherein NYCIDA leases the Premises to Sublessor.</td>
</tr>
</tbody>
</table>

1. **Acknowledgment and Release.** Sublessee acknowledges that NYCIDA holds a leasehold estate in the entire Premises; and Sublessee releases NYCIDA from any past, present or future claims that Sublessee has or may have against NYCIDA.

2. **Representation.** Sublessee represents that as a result of entering into the Sublease Agreement and occupying the Sublease Premises, it will not have relocated any of its plants or facilities from outside of New York City (but within the State of New York) to the Sublease Premises; nor will Sublessee have abandoned any of its plants or facilities outside of New York City (but within the State of New York).

3. **Subordination.** Sublessee acknowledges and agrees that the Sublease Agreement is subject and subordinate to the Lease Agreement and that any conflict between the terms of the Lease Agreement and the terms of the Sublease Agreement shall be resolved in favor of the former.

4. **Indemnity.** Sublessee agrees to defend, indemnify and hold harmless NYCIDA, its officers, directors, employees and agents from and against any and all losses, claims, suits, damages, costs, expenses and liabilities arising from or attributable to any act or omission of Sublessee, its employees or agents in the use or occupancy of the Sublease Premises.

5. **Insurance.** Sublessee agrees to obtain and maintain throughout the term of the Sublease Agreement the following Insurance requirements:
   a. Commercial General Liability insurance (“CGL”) on a per occurrence basis in the following amounts: minimum $1,000,000 per occurrence and minimum $2,000,000 in the aggregate per location. The Sublessee additionally agrees that:
      i. The CGL policy shall contain coverage for contractual liability, premises operations, and products and completed operations; and
      ii. The CGL policy shall be written on Form CG-0001; and
      iii. The CGL policy shall name NYCIDA as an additional insured; and
iv. The Sublessee shall provide to the Sublessor at least thirty (30) days before expiration of the CGL policy (and to NYCIDA upon NYCIDA’s request), an ACORD certificate evidencing that the Sublessee has obtained CGL; and that such ACORD certificate shall indicate NYCIDA as an additional insured as follows: *New York City Industrial Development Agency is an additional insured on a primary and non-contributory basis for Commercial General Liability which is written on Form CG-0001 without modification to the contractual liability or waiver-of-subrogation provisions therein and covering the following premises: ____________________________.*

b. Workers Compensation insurance satisfying State statutory limits. Coverage for employer liability shall be in respect of any work or operations in, on or about the Facility Realty.

6. **Employment Information.** Sublessee acknowledges that under the Lease Agreement Sublessor (or Sublessor’s affiliate) is obligated to provide to NYCIDA employment information pertinent to all occupants of the Premises; accordingly, Sublessee agrees to provide to Sublessor and, if requested by NYCIDA, to NYCIDA, information regarding Sublessee’s employment at the Sublease Premises in whatever form (and supported by whatever documentation) Sublessor (or NYCIDA) may reasonably request. Documentation in this respect may include, but not be limited to the following: New York State Department of Labor’s Form NYS-45; and NYCIDA’s employment and benefits report form for subtenants.

7. **Further Subletting.** Sublessee for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this Sublease, nor underlet, including without limitation sublease, or suffer or permit the Sublease Premises or any part thereof to use used or occupied by others, without the prior written consent of the Sublessor and the NYCIDA in each instance, which consent may be withheld by either or both, in their sole and absolute discretion and may be further qualified on any conditions either Sublessor or NYCIDA deems, in their sole and absolute discretion.

[Remainder of Page Intentionally Left Blank.]
8. **Incorporation in Sublease Agreement; Third-Party Beneficiary.** Sublessee agrees and acknowledges that this RIDER is a part of and incorporated in the Sublease Agreement; and that NYCIDA is a third-party beneficiary of the foregoing provisions of this RIDER.

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**SUBLESSOR**

By: ____________________________  
(Sign Here)

Name: ___________________________  
(Print Name)

Title: ___________________________  

Date: ____________________________

---

**SUBLESSEE**

By: ____________________________  
(Sign Here)

Name: ___________________________  
(Print Name)

Title: ___________________________  

Date: ____________________________
Certificate as to Sublease

THE UNDERSIGNED, the ________________________ of ________________________________________________ the

[Title of Project Representative] (Name of Project Company)

Lessee under that certain Lease Agreement from the New York City Industrial Development Agency (the “Agency”), dated as of _________________________ (respectively, “Lessee” and the “Lease Agreement”), hereby certifies in connection with a

[Date of Lease Agreement]

proposed sublease from Lessee to________________________________ (the “Sublease Agreement”), that (all terms used

[Name of Sublessee company]

herein but not defined herein, to have the meanings ascribed to them in the “Lease Agreement”):

1. The proposed Sublease Agreement and demise thereunder notwithstanding, (i) Lessee will remain liable to the Agency for the full performance of all of the terms, covenants and conditions continued in the Lease Agreement; and (ii) the Lessee's ability to obtain and maintain the insurance required under Section 4.5 of the Lease Agreement and the insurance so obtained, shall neither be impaired nor diminished as a consequence of the subleasing under the proposed sublease.

2. The proposed Sublease Agreement and demise thereunder will not violate any provision of the Lease Agreement, including but not limited to those provisions of the Lease Agreement setting forth the permitted use of the Facility and the requirements for subleasing within the Facility.

3. The use of the subleased premises under the proposed Sublease Agreement will not disqualify Lessee's use of the premises as a “project” within the meaning of the General Municipal Law of the State of New York, and nothing to be performed or required to be performed under the Sublease Agreement will require the amendment of the Facility’s certificate of occupancy.

4. The copy of the proposed Sublease Agreement hereto for provided to the Agency is in substantially final form.

The undersigned acknowledges that the Agency is materially relying upon the truth and accuracy of this Certificate, and the other information and documentation concurrently provided by Lessee herewith, for the purpose of considering Lessee’s request for the Agency’s consent to the proposed Sublease Agreement. The undersigned covenants, in the event the Agency so gives its consent, to cause Lessee to expeditiously provide to the Agency a copy of the executed and delivered Sublease Agreement.

By: ____________________________________

Name: ____________________________________

Title: ____________________________________

[Note: Authorized representative of company is signing here as an individual]
Vendor Check

Subtenant Consent Application – IDA Vendor Check

The following form is to be completed for businesses desiring to do business with the New York City Industrial Development Agency

Please fill out this form carefully and completely for the proposed vendor

Business Name: Click here to enter text.
Business a/k/a or dba: Click here to enter text.
EIN: Click here to enter text.
Business Address: Click here to enter text.
Business Telephone: Click here to enter text.
Type of Entity: Click here to enter text.

For internal use only:

Project Manager: Click here to enter text.
Extension: Click here to enter text.
Back-Up Contact: Click here to enter text.
Extension: Click here to enter text.