



Lease Renewal Agreement

AGREEMENT, dated as of \_\_\_\_\_ between \_\_\_\_\_ ("Lessor") and \_\_\_\_\_ ("Lessee") and \_\_\_\_\_ ("Lessee's Member Organization," if applicable).

Lessor and Lessee (and Lessee's Member Organization) are parties to a Special Transfer Agreement dated \_\_\_\_\_ (the "Initial Agreement,") which is scheduled to terminate \_\_\_\_\_.

Lessor hereby leases to Lessee his/her/its American Stock Exchange membership for a term commencing on \_\_\_\_\_ and ending on \_\_\_\_\_. The terms of said lease shall in all respects be identical to the terms and conditions of the Initial Agreement, except as indicated below and insofar as said terms and conditions shall from time to time be affected by amendments to any provision of the Constitution or Rules of The American Stock Exchange.

Lessor acknowledges that he/she is satisfied that Lessee is paying Amex seat dues, fees, fines or other charges as assessed and understands that the seat membership, pursuant to the Constitution and Rules of the Exchange, may be used to satisfy any claims of creditors of the Lessee, for non-payment of debts, incurred by the lessee during the time period of this Lease Renewal agreement.

By: \_\_\_\_\_ (Lessor)

Lessee/Lessee's Member Organization may use an interim member at any time during the term of the special transfer agreement.

Lessee/Lessee's Member Organization and Lessor understand that contracts made on the Trading Floor of the Exchange by an interim member will be considered contracts made by the active member. The active member will also be responsible for all obligations to the Exchange and all obligations to other members resulting from Exchange transactions or transactions in other securities transacted by the interim member.

The owner of the membership and/or active member, rather than an interim member, shall be the "Participant," as defined in Article IX of the Exchange Constitution, in the Gratuity Fund, and entitled to the benefits described therein.

IN WITNESS WHEREOF, the parties hereto have signed and acknowledged the foregoing Agreement.

[If Lessor is an individual, sign below and print name:]

[Lessee should sign below and print name:]

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

[If Lessor is an organization, authorized signatory should sign below and print his/her name and title and the name of the organization:]

[If Lessee has a member organization, authorized signatory should sign below and print his/her name and title and the name of the organization:]

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Organization: \_\_\_\_\_

PLEASE NOTE: YOUR SIGNATURE MUST BE NOTARIZED. FAILURE TO HAVE YOUR SIGNATURE NOTARIZED WILL DELAY PROCESSING OF YOUR RENEWAL.

STATE OF \_\_\_\_\_

ss.:

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me personally appeared \_\_\_\_\_  
Lessee

to me known and known to me to be the individual described in, and who executed the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose named.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name, and affixed my seal of office, the day and year last above written.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_

ss.:

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me personally appeared \_\_\_\_\_  
Lessor or Lessor's Representative

to me known and known to me to be the individual described in, and who executed the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose named.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name, and affixed my seal of office, the day and year last above written.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_

ss.:

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me personally appeared \_\_\_\_\_  
Name and Position

of \_\_\_\_\_  
Lessee's Member Organization to me known and known to me to be the individual described in, and who

executed the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose named.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name, and affixed my seal of office, the day and year last above written.

\_\_\_\_\_  
Notary Public