

Form:

Option to Expand Space Leased in a Building

Description:

A sample provision for a tenant to expand a lease to include additional space in the building

OPTION TO EXPAND SPACE LEASED IN BUILDING

Landlord hereby agrees that Tenant shall be offered the right of refusal to lease all or any portion of [other space in the building] [designated space] (the "Expansion Space"), as it may become available for lease from time to time. Whenever any portion of the Expansion Space becomes available for lease, Landlord shall provide Tenant with written notice of such availability, which notice shall include the date when Tenant would begin occupancy of such Expansion Space and the rental rate which Tenant shall pay for such Expansion Space. All other terms and conditions shall be those contained in the Lease between Landlord and Tenant and any Expansion Space leased shall be incorporated in the Lease through execution of an addendum to the Lease. Tenant shall then have fifteen (15) days to respond to such offer and to either accept or reject such Expansion Space. Tenant's failure to respond timely to such offer shall be construed as a rejection of Landlord's written offer. Should Tenant reject the offer to lease any particular Expansion Space when offered, Landlord shall have the right to lease all remaining Expansion Space to other prospective tenants, so long as the terms and conditions of such lease are not more favorable than those offered to Tenant.