

EXHIBIT 6A

**FORM OF ACKNOWLEDGMENT LETTER FOR
ATTACHED MOVEABLE PROPERTY - LANDLORD**

For the Landlord:

The undersigned are parties to the Lease Agreement dated _____ (the "Lease") by and between _____ (the "Landlord") and _____ (the "Tenant"), for the premises: _____ (the "Premises").

The undersigned agree that the equipment (the "Equipment") funded by the City of New York (the "City"), as specified in an exhibit to the Funding Agreement between the Tenant and the City, attached as Exhibit A hereto, and installed in the Premises, shall be deemed solely items of personalty which may be removed, altered or modified by the Tenant at the expiration or earlier termination of the Lease or at any time as otherwise determined by the Tenant in its sole and absolute discretion. Notwithstanding any provision of the Lease, the Equipment shall remain the property of the Tenant, and shall not be deemed to be so affixed to the Premises as to become the property of the Landlord.

Notwithstanding the Lease, the undersigned agree that the Tenant shall grant the City a first priority security lien on the Equipment.

The undersigned agree that, notwithstanding the Lease and/or any failure of the Tenant to remove the Equipment upon a termination of the Lease term (as set forth in the Lease), the Equipment shall not become the property of the Landlord nor be disposed by the Landlord.

In Witness Whereof, the undersigned does hereby agree this _____ [Date].

[Landlord]

[Tenant]

By: _____
Name:
Title:

By: _____
Name:
Title: