

**STANDARD FORM OF OFFICE LEASE**  
The Real Estate Board of New York, Inc.

7/04

Agreement of Lease, made as of this 6<sup>th</sup> day of August in the year 2013, between  
 147 WEST MERRICK ROAD ASSOCIATES 60 City-Urban Management Corp., 6 Grace Avenue,  
 party of the first part, hereinafter referred to as OWNER, and  
 HOUSING TRUST FUND CORPORATION Great Neck, New York 11021  
 party of the second part, hereinafter referred to as TENANT,

**Witnesseth:** Owner hereby leases to Tenant and Tenant hereby hires from Owner  
 See Exhibit A to Rider

in the building known as 147 WEST MERRICK ROAD, Freeport, New York  
 for the term of  
three (3) years, unless option to renew exercised,  
 (or until such term shall sooner cease and expire as hereinafter provided) to commence on the  
3<sup>rd</sup> day of August in the year 2013, and to end on the  
3<sup>rd</sup> day of July in the year 2016, and  
 both dates inclusive, at the annual rental rate of \_\_\_\_\_, and  
**SEE EXHIBIT E**

which Tenant agrees to pay in lawful money of the United States, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Owner or such other place as Owner may designate, without any setoff or deduction whatsoever, except that Tenant shall pay the first 1 monthly installment(s) on the execution hereof (unless this lease be a renewal).

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of rent to Owner pursuant to the terms of another lease with Owner or with Owner's predecessor in interest, Owner may at Owner's option and without notice to Tenant add the amount of such arrears to any monthly installment of rent payable hereunder and the same shall be payable to Owner as additional rent.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

- Rent:** 1. Tenant shall pay the rent as above and as hereinafter provided.  
**Occupancy:** 2. Tenant shall use and occupy the demised premises for Government disaster relief and recovery offices

**Tenant Alterations:** 3. Tenant shall make no changes in or to the demised premises of any nature without Owner's prior written consent. Subject to the prior written consent of Owner, and to the provisions of this article, Tenant, at Tenant's expense, may make alterations, installations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises, by using contractors or mechanics first approved in each instance by Owner. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof, and shall deliver promptly duplicates of all such permits, approvals and certificates to Owner, and Tenant agrees to carry, and will cause Tenant's contractors and sub-contractors to carry, such worker's compensation, commercial general liability, personal and property damage insurance as Owner may require. If any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work claimed to have been done for, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within thirty days thereafter, at Tenant's expense, by payment or filing a bond as permitted by law. All fixtures and all paneling, partitions, railings and like installations, installed in the demised premises at any time, either by Tenant or by Owner on Tenant's behalf, shall, upon installation, become the property of Owner and shall remain upon and be surrendered with the demised premises unless Owner, by notice to Tenant no later than twenty days prior to the date fixed and to have them removed by Tenant, in which event the same shall be removed from the demised premises by Tenant prior to the expiration of the lease, at Tenant's expense. Nothing in this article shall be construed to give Owner title to, or to prevent Tenant's removal of, trade fixtures, moveable office furniture and equipment, but upon removal of same from the demised premises or upon removal, of other installations as may be required by Owner, Tenant shall immediately, and at its expense, repair and restore the demised premises to the condition existing prior to any such installations, and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed by Tenant at the end of the term remaining in the demised premises after Tenant's removal shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or may be removed from the demised premises by Owner, at Tenant's expense.

**Maintenance and Repairs:** 4. Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein. Tenant shall be responsible for all damage or injury to the demised premises or any other part of the building and the systems and equipment thereof, whether requiring structural or nonstructural repairs and caused by, or resulting from, carelessness, omission, neglect or improper conduct of Tenant, Tenant's subtenants, agents, employees, invitees or licensees, or which arise out of any work, labor, service or equipment done for, or supplied to, Tenant or any subtenant, or arising out of the installation, use or operation of the property or equipment of Tenant or any subtenant. Tenant shall also repair all damage to the building and the demised premises caused by the moving of Tenant's fixtures, furniture and

and for no other purpose. equipment. Tenant shall promptly make, at Tenant's expense, all repairs in and to the demised premises for which Tenant is responsible, using only the contractor for the trade or trades in question, selected from a list of at least two contractors per trade submitted by Owner. Any other repairs in or to the building or the facilities and systems thereof, for which Tenant is responsible, shall be performed by Owner at the Tenant's expense. Owner shall maintain in good working order and repair the exterior and the structural portions of the building, including the structural portions of the demised premises, and the public portions of the building interior and the building plumbing, electrical, heating and ventilating systems (to the extent such systems presently exist) serving the demised premises. Tenant agrees to give prompt notice of any defective condition in the demised premises for which Owner may be responsible hereunder. There shall be no allowance to Tenant for diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner or others making repairs, alterations, additions or improvements in or to any portion of the building or the demised premises, or in and to the fixtures, appurtenances or equipment thereof. It is specifically agreed that Tenant shall not be entitled to any setoff or reduction of rent by reason of any failure of Owner to comply with the covenants of this or any other article of this lease. Tenant agrees that Tenant's sole remedy at law in such instance will be by way of an action for damages for breach of contract. The provisions of this Article 4 shall not apply in the case of fire or other casualty, which are dealt with in Article 9 hereof.

**Window Cleaning:** 5. Tenant will not clean nor require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 202 of the Labor Law or any other applicable law, or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

**Requirements of Law, Fire Insurance, Floor Loads:** 6. Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant, at Tenant's sole cost and expense, shall promptly comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters, Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Owner or Tenant with respect to the demised premises, whether or not arising out of Tenant's use or manner of use thereof, (including Tenant's permitted use) or, with respect to the building if arising out of Tenant's use or manner of use of the demised premises or the building (including the use permitted under the lease). Nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has, by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant may, after securing Owner to Owner's satisfaction against all damages, interest, penalties and expenses, including, but not limited to, reasonable attorney's fees, by cash deposit or by surety bond in an amount and in a company satisfactory to Owner, contest and appeal any such laws, ordinances, orders, rules, regulations or

requirements provided same is done with all reasonable promptness and provided such appeal shall not subject Owner to prosecution for a criminal offense, or constitute a default under any lease or mortgage under which Owner may be obligated, or cause the demised premises or any part thereof to be condemned or vacated. Tenant shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Owner with respect to the demised premises or the building of which the demised premises form a part, or which shall or might subject Owner to any liability or responsibility to any person, or for property damage. Tenant shall not keep anything in the demised premises, except as now or hereafter permitted by the Fire Department, Board of Fire Underwriters, Fire Insurance Rating Organization or other authority having jurisdiction, and then only in such manner and such quantity so as not to increase the rate for fire insurance will increase the insurance rate for the building or any property located therein over that in effect prior to the commencement of Tenant's occupancy. Tenant shall pay all costs, expenses, fines, penalties, or damages, which may be imposed upon Owner by reason of Tenant's failure to comply with the provisions of this article, and if by reason of such failure the fire insurance rate shall, at the beginning of this lease, or at any time thereafter, be higher than it otherwise would be, then, Tenant shall reimburse Owner, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Owner which shall have been charged because of such failure by Tenant. In any action or proceeding wherein Owner and Tenant are parties, a schedule or "make-up" of rate for the building or the demised premises issued by the New York Fire Insurance Exchange, or other body making fire insurance rates applicable to said premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rates then applicable to said premises. Tenant shall not place a load upon any floor of the demised premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Owner reserves the right to prescribe the weight and position of all safes, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant, at Tenant's expense, in settings sufficient, in Owner's judgment, to absorb and prevent vibration, noise and annoyance.

**Subordination:** 7. This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which the demised premises are a part, and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessor or by any mortgagee, affecting any lease or the real property of which the demised premises are a part. In confirmation of such subordination, Tenant shall from time to time execute promptly any certificate that Owner may request.

**Property Loss, Damage Reimbursement Indemnity:** 8. Owner or its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the building, nor for loss or damage to any property of Tenant by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by, or due to, the negligence of Owner, its agents, servants or employees. Owner or its agents will not be liable for any such damage caused by other tenants or persons in, upon or about said building, or caused by operations in construction of any private, public or quasi public work. If at any time any windows of the demised premises are temporarily closed, darkened or bricked up (or permanently closed, darkened or bricked up, if required by law) for any reason whatsoever including, but not limited to, Owner's own acts, Owner shall not be liable for any damage Tenant may sustain thereby, and Tenant shall not be entitled to any compensation therefore, nor abatement or diminution of rent, nor shall the same release Tenant from its obligations hereunder, nor constitute an eviction. Tenant shall indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Owner shall not be reimbursed by insurance, including reasonable attorneys' fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agents, contractors, employees, invitees, or licensees, of any covenant or condition of this lease, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractors, employees, invitees or licensees. Tenant's liability under this lease extends to the acts and omissions of any subtenant, and any agent, contractor, employee, invitee or licensee of any subtenant. In case any action or proceeding is brought against Owner by reason of any such claim, Tenant, upon written notice from Owner, will, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Owner in writing, such approval not to be unreasonably withheld.

**Destruction, Fire and Other Casualty:** 9. (a) If the demised premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Owner, and this lease shall continue in full force and effect except as hereinafter set forth. (b) If the demised premises are partially damaged or rendered partially unusable by fire or other casualty, the damages thereto shall be repaired by, and at the expense of, Owner, and the rent and other items of additional rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty, according to the part of the demised premises which is usable. (c) If the demised premises are totally damaged or rendered wholly unusable by fire or other casualty, then the rent and other items of additional rent, as hereinafter expressly provided, shall be proportionately paid up to the time of the casualty, and thenceforth shall cease until the date when the demised premises shall have been repaired and restored by Owner (or if sooner reoccupied in part by the Tenant then rent shall be apportioned as provided in subsection (b) above), subject to Owner's right to elect not to restore the same as hereinafter provided. (d) If the demised premises are rendered wholly unusable or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Owner shall decide to demolish it or to rebuild it, then, in any of such events, Owner may elect to terminate this lease by written notice to Tenant, given within ninety (90) days after such fire or casualty, or thirty (30) days after adjustment of the insurance claim for such fire or casualty, whichever is sooner, specifying a date for the expiration of the lease, which date shall not be more than sixty (60) days after the giving of such notice, and upon the date specified in such

notice the term of this lease shall expire as fully and completely as if such date were the date set forth above for the termination of this lease, and Tenant shall forthwith quit, surrender and vacate the demised premises without prejudice however, to Landlord's rights and remedies against Tenant under the lease provisions in effect prior to such termination, and any rent owing shall be paid up to such date, and any payments of rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Unless Owner shall serve a termination notice as provided for herein, Owner shall make the repairs and restorations under the conditions of (b) and (c) hereof, with all reasonable expedition, subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Owner's control. After any such casualty, Tenant shall cooperate with Owner's restoration by removing from the demised premises as promptly as reasonably possible, all of Tenant's salvageable inventory and movable equipment, furniture, and other property. Tenant's liability for rent shall resume five (5) days after written notice from Owner that the demised premises are substantially ready for Tenant's occupancy. (e) Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty. Notwithstanding anything contained to the contrary in subdivisions (a) through (e) hereof, including Owner's obligation to restore under subparagraph (b) above, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible, and to the extent permitted by law, Owner and Tenant each hereby releases and waives all right of recovery with respect to subparagraphs (b), (d), and (e) above, against the other, or any one claiming through or under each of them by way of subrogation or otherwise. The release and waiver herein referred to shall be deemed to include any loss or damage to the demised premises and/or to any personal property, equipment, trade fixtures, goods and merchandise located therein. The foregoing release and waiver shall be in that such a release or waiver shall not invalidate the insurance. If, and to the extent that such waiver can be obtained only by the payment of additional premium within ten days after written demand or shall be deemed to have agreed that the party obtaining insurance coverage shall be free of any subrogation. Tenant acknowledges that Owner will not carry insurance on Tenant's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Tenant, and agrees that Owner will not be obligated to repair any damage thereto or replace the same. (f) Tenant hereby waives the provisions of section 227 of the Real Property Law and agrees that the provisions of this article shall govern and control in lieu thereof.

**Eminent Domain:** 10. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then, and in that event, the term of this lease shall terminate from the date of title vesting in such proceeding, and Tenant shall have no claim for the value of any unexpired term of said lease, and assigns to Owner, Tenant's entire interest in any such award. Tenant shall have the right to make an independent claim to the condemning authority for the value of Tenant's moving expenses and personal property, trade fixtures and equipment, provided Tenant is entitled pursuant to the terms of the lease to remove such property, trade fixtures and equipment at the end of the term, and provided further such claim does not reduce Owner's award.

**Assignment, Mortgage, Etc.:** 11. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this part thereof to be used by others, without the prior written consent of Owner in each instance. Transfer of the majority of the stock of a corporate Tenant or the majority interest in any partnership or other legal entity which is demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Owner may, after default by Tenant, collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Owner to an assignment or underletting shall not in any way be construed to relieve Tenant from obtaining the express consent in writing of Owner to any further assignment or underletting.

**Electric Current:** 12. Rates and conditions in respect to submetering or rent inclusion, as the case may be, to be added in RIDER attached hereto. Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the building or the risers or wiring installation, and Tenant may not use any electrical equipment which, in Owner's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall in no way make Owner liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustain.

**Access to Premises:** 13. Owner or Owner's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and, at other reasonable times, to examine the same and to make such repairs, replacements and improvements as Owner may deem necessary and reasonably desirable to the demised premises or to any other portion of the building or which Owner may elect to perform. Tenant shall permit Owner to use and maintain and replace pipes, ducts, and conduits in and through the demised premises and to erect new pipes, ducts, and conduits therein, during the progress of any work in the demised premises, take all necessary materials and equipment into said premises without the same constituting an eviction, nor shall the Tenant be entitled to any abatement of rent while such work is in progress, nor to any damages by reason of loss or interruption of business or otherwise. Throughout the term hereof, Owner shall have the right to enter the demised premises at reasonable hours for the purpose of showing the same to prospective purchasers or mortgagees

of the building, and during the last six months of the term, for the purpose of showing the same to prospective tenants. If Tenant is not present to open and permit an entry into the demised premises, Owner or Owner's agents may enter the same whenever such entry may be necessary or permissible by master key or forcibly, and provided reasonable care is exercised to liable therefor, nor in any event shall the obligations of Tenant or its agents be affected. If during the last month of the term Tenant shall have removed all or substantially all of Tenant's property therefrom, Owner may immediately enter, alter, renovate or redecorate the demised premises without limitation or abatement of rent, or incurring liability to Tenant for any compensation, and such act shall have no effect on this lease or Tenant's obligations hereunder.

**Vault, Vault Space, Area:** 14. No vaults, vault space or area, whether or not enclosed or covered, not within the property line of the building, is leased hereunder, anything contained in or indicated on any sketch, blue print or plan, or anything contained elsewhere in this lease to the contrary notwithstanding. Owner makes no representation as to the location of the property line of the building. All vaults and vault space and all such areas not within the property line of the building, which Tenant may be permitted to use and/or occupy, is to be used and/or occupied under a revocable license, and if any such license be revoked, or if the amount of such space or area be diminished or required by any federal, state or municipal authority or public utility, Owner shall not be subject to any liability, nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation, diminution or requirement be deemed constructive or actual eviction. Any tax, fee or charge of municipal authorities for such vault or area shall be paid by Tenant.

**Occupancy:** 15. Tenant will not at any time use or occupy the demised premises in violation of the certificate of occupancy issued for the building of which the demised premises are a part. Tenant has inspected the demised premises and accepts them as is, subject to the riders annexed hereto with respect to Owner's work, if any. In any event, Owner makes no representation as to the condition of the demised premises, and Tenant agrees to accept the same subject to violations, whether or not of record.

**Bankruptcy:** 16. (a) Anything elsewhere in this lease to the contrary notwithstanding, this lease may be cancelled by Owner by the sending of a written notice to Tenant within a reasonable time after the happening of any one or more of the following events: (1) the commencement of a case in bankruptcy or under the laws of any state naming Tenant (or a guarantor of any of Tenant's obligations under this lease) as the debtor; or (2) the making by Tenant (or a guarantor of any of Tenant's obligations under this lease) of an assignment or any other arrangement for the benefit of creditors under any state statute. Neither Tenant nor any person claiming through or under Tenant, or by reason of any statute or order of court, shall thereafter be entitled to possession of the premises demised but shall forthwith quit and surrender the demised premises. If this lease shall be assigned in accordance with its terms, the provisions of this Article 16 shall be applicable only to the party then owning Tenant's interest in this lease.

(b) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Owner shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant as and for liquidated damages, an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination, and the fair and reasonable rental value of the demised premises for the period for which such installment was payable, shall be discounted to the date of termination at the rate of four percent (4%) per annum. If such demised premises or any part thereof be re-let by the Owner for the unexpired term of said lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall be deemed to be the fair and reasonable rental value for the part or the whole of the demised premises so re-let during the term of the re-letting. Nothing herein contained shall limit or prejudice the right of the Owner to prove for and obtain as liquidated damages, by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than, the amount of the difference referred to above.

**Default:** 17. (1) If Tenant defaults in fulfilling any of the covenants of this lease other than the covenants for the payment of rent or additional rent, or if the demised premises become vacant or deserted; or if any execution or attachment shall be issued against Tenant or any of Tenant's property, whereupon the demised premises shall be taken or occupied by someone other than Tenant; or if this lease be rejected under §363 of Title 11 of the U.S. Code (Bankruptcy Code); or if Tenant shall have failed, after five (5) days written notice, to reposit with Owner any portion of the security deposit hereunder which Owner has applied to the payment of any rent and additional rent due and payable hereunder; or if Tenant shall be in default with respect to any other lease between Owner and Tenant; or if Tenant shall fail to move into or take possession of the demised premises within thirty (30) days after the commencement of the term of this lease, then, in any one or more of the events, upon Owner serving a written fifteen (15) days notice upon Tenant specifying the nature of said default, and upon the expiration of said fifteen (15) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of a nature such that the same cannot be completely cured or remedied within said fifteen (15) day period, and if Tenant shall not have diligently commenced curing such default within such fifteen (15) day period, and shall not thereafter with reasonable diligence and in good faith, proceed to remedy or cure such default, then Owner may serve a written five (5) days notice of cancellation of this lease upon Tenant, and upon the expiration of said five (5) days this lease and the term thereunder shall end and expire as fully and completely as if the expiration of such five (5) day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof, and Tenant shall then quit and surrender the demised premises to Owner, but Tenant shall remain liable as hereinafter provided.

(2) If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid; or if Tenant shall make default in the payment of the rent reserved herein, or any item of additional rent herein mentioned, or any part of either, or in making any other payment herein required; then, and in any of such events, Owner may without notice, re-enter the demised premises either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of the demised premises, and remove their effects and hold the demised premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. If Tenant shall make default in the payment of the rent reserved herein, or any item of additional rent herein mentioned, or any part of either, or in making any other payment herein required, then, and in any of such events, Owner may cancel and terminate such renewal or extension of this lease, Owner may cancel and terminate such renewal or extension agreement by written notice.

**Remedies of Owner and Waiver of Redemption:** 18. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (a) the rent shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration, (b) Owner may re-let the demised premises or any part or parts thereof, either in the name of Owner or otherwise, for a term or terms, which may be less than or exceed the period which would otherwise have constituted the balance of the term of this lease, and may grant concessions or free rent or charge a higher rental than that in this lease, and/or (c) Tenant or the legal representatives of Tenant shall also pay to Owner as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. The failure of Owner to re-let the demised premises, or any part or parts thereof, shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses as Owner may incur in connection with re-letting, such as legal expenses, reasonable attorney's fees, brokerage, advertising and for keeping the demised premises in good order or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease, and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Owner to collect the deficiency for any subsequent month by a similar proceeding. Owner, in putting the demised premises in good order or preparing the same for re-letting may, at Owner's option, make such alterations, repairs, replacements, and/or decorations in the demised premises as Owner, in Owner's sole judgment, considers advisable and necessary for the purpose of re-letting the demised premises, and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Owner shall in no event be liable in any way whatsoever for failure to re-let the demised premises, or in the event that the demised premises are re-let, for failure to collect the rent thereof under such re-letting, and in no event shall Tenant be entitled to receive any excess, if any, of such net rents collected over the sums payable by Tenant to Owner hereunder. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Owner shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy, shall not preclude Owner from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Owner obtaining possession of the demised premises, by reason of the violation by Tenant of any of the covenants and conditions of this lease, or otherwise.

**Fees and Expenses:** 19. If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under, or by virtue of, any of the terms or provisions in any article of this lease, after notice, if required, and upon expiration of any applicable grace period, if any, (except in an emergency), then, unless otherwise provided elsewhere in this lease, Owner may immediately, or at any time thereafter and without notice, perform the obligation of Tenant thereunder. If Owner, in connection with the foregoing, or in connection with any default by Tenant in the covenant to pay rent hereunder, makes any expenditures or incurs any obligations for the payment of money, including but not limited to reasonable attorneys' fees, in instituting, prosecuting or defending any action or proceeding, and prevails in any such action or proceeding, then Tenant will reimburse Owner for such sums so paid, or obligations incurred, with interest and costs. The foregoing expenses incurred by reason of Tenant's default shall be deemed to be additional rent hereunder, and shall be paid by Tenant to Owner within ten (10) days of rendition of any bill or statement to Tenant therefore. If Tenant's lease term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable by Owner, as damages.

**Building Alterations and Management:** 20. Owner shall have the right at any time without the same constituting an eviction and without incurring liability to Tenant therefore, to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets or other public parts of the building, and to change the name, number or designation by which the building may be known. There shall be no allowance to Tenant for diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner or other Tenants improvements. Furthermore, Tenant shall not have any claim against Owner by reason of Owner's imposition of such controls of the manner of access to the building by Tenant's social or business visitors as the Owner may deem necessary for the security of the building and its occupants.

**No Representations Owner:** 21. Neither Owner nor Owner's agents have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected or the demised premises, the rents, leases, expenses of operation or any other matter or

thing affecting or related to the demised premises, except as herein expressly set forth, and no rights, easements or licenses are acquired by Tenant by implication or otherwise, except as expressly set forth in the provisions of this lease. Tenant has inspected the building and the demised premises and is thoroughly acquainted with their condition and agrees to take the same "as-is", and acknowledges that the taking of possession of the demised premises by Tenant shall be conclusive evidence that the said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken, except as to latent defects. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Owner and Tenant, and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

**End of Term:** 22. Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Owner the demised premises, "broom-clean", in good order and condition, ordinary wear and damages which Tenant is not required to repair as provided elsewhere in this lease excepted, and Tenant shall remove all its property. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. If the last day of the term of this lease or any renewal thereof, falls on Sunday, this lease shall expire at noon on the preceding Saturday, unless it is a legal holiday, in which case it shall expire at noon on the preceding business day.

**Quiet Enjoyment:** 23. Owner covenants and agrees with Tenant that upon Tenant paying the rent and additional rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the premises hereby demised, subject nevertheless, to the terms and conditions of this lease including, but not limited to, Article 31 hereof, and to the ground leases, underlying leases and mortgages hereinbefore mentioned.

**Failure to Give Possession:** 24. If Owner is unable to give possession of the demised premises on the date of the commencement of the term hereof because of the holding-over or retention of possession of any tenant, undertenant or occupants, or if the demised premises are located in a building being constructed, because such building has not been sufficiently completed to make the demised premises ready for occupancy, or because of the fact that a certificate of occupancy has not been procured, or for any other reason, Owner shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the same be construed in any way to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant is not responsible for Owner's inability to obtain possession or complete construction) until after Owner shall have given Tenant written notice that the Owner is able to deliver possession in condition required by this lease. If permission is given to Tenant to enter into possession of the demised premises, or to occupy premises other than the demised premises, prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such possession and/or occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease, except the obligation to pay the fixed annual rent set forth in the preamble to this lease. The provisions of this article are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

**No Waiver:** 25. The failure of Owner to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this lease or of any of the Rules or Regulations, set forth or hereafter adopted by Owner, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Owner of rent and/or additional rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach, and no provision of this lease shall be deemed to have been waived by Owner unless such waiver be in writing signed by Owner. No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than an account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided. No act or thing done by Owner or Owner's agents during the term hereby demised shall be deemed an acceptance of a surrender of the demised premises, and no agreement to accept such surrender shall be valid unless in writing signed by Owner. No employee of Owner or Owner's agent shall have any power to accept the keys of said premises prior to the termination of the lease, and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the demised premises.

**Waiver of Trial by Jury:** 26. It is mutually agreed by and between Owner and Tenant that the respective parties hereto shall, and they hereby do, waive trial by jury in any action proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of, or in any way connected with, this lease, the relationship of Owner and Tenant, Tenant's use of, or occupancy of, the demised premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commences any proceeding or action for possession, including a summary proceeding for possession of the demised premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding, including a counterclaim under Article 4, except for statutory mandatory counterclaims.

**Inability to Perform:** 27. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no way be affected, impaired or excused because Owner is unable to fulfill any of its obligations under this lease, or

to supply, or is delayed in supplying, any service expressly or impliedly to be supplied, or is unable to make, or is delayed in making, any repair, additions, alterations, or decorations, or is unable to supply, or is delayed in supplying, any equipment, fixtures, or other materials, if Owner is prevented or delayed from so doing by reason of strike or labor troubles or any cause whatsoever including, but not limited to, government preemption or restrictions, or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency, or by reason of the conditions which have been or are affected, either directly or indirectly, by war or other emergency.

**Bills and Notices:** 28. Except as otherwise in this lease provided, any notice, statement, demand or other communication required or permitted to be given, rendered or made by either party to the other, pursuant to this lease or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this lease) and shall be deemed to have been properly given, rendered or made, if sent by registered or certified mail (express mail, if available), return receipt requested, or by courier guaranteeing overnight delivery and furnishing a receipt in evidence hereof, addressed to the other party at the address hereinabove set forth (except that after the date specified as the commencement of the term of this lease, Tenant's address, unless Tenant shall give notice to the contrary, shall be the building), and shall be deemed to have been given, rendered or made (a) on the date delivered, if delivered to Tenant personally, (b) on the date delivered, if delivered by overnight courier or (c) on the date which is two (2) days after being mailed. Either party may, by notice as aforesaid, designate a different address or addresses for notices, statements, demand or other communications intended for it. Notices given by Owner's managing agent shall be deemed a valid notice if addressed and set in accordance with the provisions of this Article. At Owner's option, notices and bills to Tenant may be sent by hand delivery.

**Services Provided by Owner:** 29. As long as Tenant is not in default under any of the covenants of this lease beyond the applicable grace period provided in this lease for the curing of such defaults, Owner shall provide:

(a) necessary elevator facilities on business days from 8 a.m. to 6 p.m. and have one elevator subject to call at all other times; (b) heat to the demised premises when and as required by law, on business days from 8 a.m. to 6 p.m.; (c) water for ordinary lavatory purposes, but if Tenant uses or consumes water for any other purposes or in unusual quantities (of which fact Owner shall be the sole judge), Owner may install a water meter at Tenant's expense, which Tenant shall thereafter maintain at Tenant's expense in good working order and repair, to register such water consumption, and Tenant shall pay for water consumed as shown on said meter as additional rent as and when bills are rendered; (d) cleaning service for the demised premises on business days at Owner's expense provided that the same are kept in order by Tenant. If, however, said premises are to be kept clean by Tenant, it shall be done at Tenant's sole expense, in a manner reasonably satisfactory to Owner, and no one other than persons approved by Owner shall be permitted to enter said premises or the building of which they are a part for such purpose. Tenant shall pay Owner the cost of removal of any of Tenant's refuse and rubbish from the building; (e) if the demised premises are serviced by Owner's air conditioning/cooling and ventilating system, air conditioning/cooling will be furnished to Tenant from May 15th through September 30th on business days (Mondays through Fridays, holidays excepted) from 8:00 a.m. to 6:00 p.m., and ventilation will be furnished on business days during the aforesaid hours except when air conditioning/cooling is being furnished as aforesaid. If Tenant requires air conditioning/cooling or ventilation for more extended hours on Saturdays, Sundays or on holidays, as defined under Owner's contract with the applicable Operating Engineers contract, Owner will furnish the same at Tenant's expense. RIDER to be added in respect to rates and conditions for such additional service; (f) Owner reserves the right to stop services of the heating, elevators, plumbing, air-conditioning, electric, power systems or cleaning or other services, if any, when necessary by reason of accident, or for repairs, alterations, replacements or improvements necessary or desirable in the judgment of Owner, for as long as may be reasonably required by reason thereof. If the building of which the demised premises are a part supplies manually operated elevator service, Owner at any time may substitute automatic control elevator service and proceed diligently with alterations necessary therefor without in any way affecting this lease or the obligations of Tenant hereunder.

**Captions:** 30. The Captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this lease nor the intent of any provisions thereof.

**Definitions:** 31. The term "office", or "offices", wherever used in this lease, shall not be construed to mean premises used as a store or stores, for the sale or display, at any time, of goods, wares or merchandise, of any kind, or as a restaurant, shop, booth, bootblack or other stand, barber shop, or for other similar purposes, or for manufacturing. The term "Owner" means a landlord or lessor, and as used in this lease means only the owner, or the mortgagee in possession for the time being, of the land and building (or the owner of a lease of the building or of the land and building) of which the demised premises form a part, so that in the event of any sale or sales or conveyance, assignment or transfer of said land and building, or of said lease, or in the event of a lease of said building, or of the land and building, the said Owner shall be, and hereby is, entirely freed and relieved of all covenants and obligations of Owner hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building, or of the land and building, that the purchaser, grantee, assignee or transferee or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Owner, hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "business days" as used in this lease shall exclude Saturdays, Sundays and all days as observed by the State or Federal Government as legal holidays and those designated as holidays by the applicable building service union employees service contract, or by the applicable Operating Engineers contract with respect to HVAC service. Wherever it is expressly provided in this lease that consent shall not be unreasonably withheld, such consent shall not be unreasonably delayed.

 Rider to be added if necessary.

**Adjacent Excavation-Shoring:**

excavation, a license to enter upon the demised premises for the purpose of doing such work as said person shall deem necessary to preserve the wall of the building, of which demised premises form a part, from injury or damage, and to support the same by proper foundations, without any claim for damages or indemnity against Owner, or diminution or abatement of rent.

**Rules and Regulations:**

32. If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, a license to enter upon the demised premises for the purpose of doing such work as said person shall deem necessary to preserve the wall of the building, of which demised premises form a part, from injury or damage, and to support the same by proper foundations, without any claim for damages or indemnity against Owner, or diminution or abatement of rent.

**Security:**

34. Tenant has deposited with Owner the sum of \$\_\_\_\_\_ as security for the faithful performance by Tenant of the terms, provisions and conditions of this lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Owner may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent, or any other sum as to which Tenant is in default, or for any sum which Owner may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, provisions and conditions of this lease, including but not limited to, any damages or deficiency in the rent to be added if necessary.

33. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with, the Rules and Regulations and such other and further reasonable Rules and Regulations as Owner and Owner's agents may from time to time adopt. Notice of any additional Rules or Regulations shall be given in such manner as Owner may elect. In case Tenant disputes the reasonableness of any additional Rules or Regulations hereafter made or adopted by Owner or Owner's agents, the parties hereto agree to submit the question of the reasonableness of such Rules or Regulations for decision to the New York office of the American Arbitration Association, whose determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rules or Regulations upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing, upon Owner, within fifteen (15) days after the giving of notice thereof. Nothing in this lease contained shall be construed to impose upon Owner any duty or obligation to enforce the Rules and Regulations or terms, provisions or conditions in any other lease, as against any other tenant, and Owner shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

letting of the demised premises, whether such damages or deficiency accrued before or after summary proceedings or other remedy by Owner. In the case of every such use, application or retention, Tenant shall, within five (5) days after demand, pay to Owner the sum so used, applied or retained which shall be added to the security deposit so that the same shall be replenished to its former amount. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the lease and after delivery of entire possession of the demised premises to Owner. In the event of a sale of the land and building, or leasing of the building, of which the demised premises form a part, Owner shall have the right to transfer the security to the vendee or lessee, and Owner shall thereupon be released by Tenant from all liability for the return of such security; and Tenant agrees to look to the new Owner solely for the return of said security, and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Owner. Tenant further covenants that it will not assign or encumber, or attempt to assign or encumber, the monies deposited herein as security, and that neither Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

35. Tenant, at any time, and from time to time, upon at least ten (10) days prior notice by Owner, shall execute, acknowledge and deliver to Owner, and/or to any other person, firm or corporation specified by Owner, a statement certifying that this lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates to which the rent and additional rent have been paid, and stating whether or not there exists any default by Owner under this lease, and, if so, specifying each such default and such other information as shall be required of Tenant.

**Successors and Assigns:**

36. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns. Tenant shall look only to Owner's estate and interest in the land and building, for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) against Owner in the event of any default by Owner hereunder, and no other property or assets of such Owner (or any partner, member, officer or director thereof, disclosed or undisclosed), shall be subject to Tenant's remedies under, or with respect to, this lease, the relationship of Owner and Tenant hereunder, or Tenant's use and occupancy of the demised premises.

In Witness Whereof, Owner and Tenant have respectively signed and sealed this lease as of the day and year first above written.

Witness for Owner: \_\_\_\_\_  
Witness for Tenant: \_\_\_\_\_

Landlord: 147 West Merrick Road Associates  
By: Citi-Urban Management Corp., as agent  
By: \_\_\_\_\_  
Name: Joshua Mategua  
Title: Authorized Signatory  
Tenant: Housing Trust Fund Corporation  
By: \_\_\_\_\_  
Name: Matthew Nelson  
Title: Authorized Signatory

**ACKNOWLEDGEMENT**

STATE OF NEW YORK,  
SS.:  
COUNTY OF \_\_\_\_\_  
On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

**Adjacent Excavation-Shoring:**

excavation, a license to enter upon the demised premises for the purpose of doing such work as said person shall deem necessary to preserve the wall or the building, of which demised premises form a part, from injury or damage, and to support the same by proper foundations, without any claim for damages or indemnity against Owner, or diminution or abatement of rent.

**Rules and Regulations:**

Regulations and such other and further reasonable Rules and Regulations as Owner and Owner's agents may from time to time adopt. Notice of any additional Rules or Regulations shall be given in such manner as Owner may elect. In case Tenant disputes the reasonableness of any additional Rules or Regulations hereafter made or adopted by Owner or Owner's agents, the parties hereto agree to submit the question of the reasonableness of such Rules or Regulations for decision to the New York office of the American Arbitration Association, whose determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rules or Regulations upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing, upon Owner, within fifteen (15) days after the giving of notice thereof. Nothing in this lease contained shall be construed to impose upon Owner any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant, and Owner shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

**Security:**

Tenant has deposited with Owner the sum of \$\_\_\_\_\_ as security for the faithful observance by Tenant of the terms, provisions and conditions of this lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Owner may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent, or any other sum as to which Tenant is in default, or for any sum which Owner may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency in the re-

Rider to be added if necessary.

32. If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, a license to enter upon the demised premises for the purpose of doing such work as said person shall deem necessary to preserve the wall or the building, of which demised premises form a part, from injury or damage, and to support the same by proper foundations, without any claim for damages or indemnity against Owner, or diminution or abatement of rent.

33. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with, the Rules and Regulations and such other and further reasonable Rules and Regulations as Owner and Owner's agents may from time to time adopt. Notice of any additional Rules or Regulations shall be given in such manner as Owner may elect. In case Tenant disputes the reasonableness of any additional Rules or Regulations hereafter made or adopted by Owner or Owner's agents, the parties hereto agree to submit the question of the reasonableness of such Rules or Regulations for decision to the New York office of the American Arbitration Association, whose determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rules or Regulations upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing, upon Owner, within fifteen (15) days after the giving of notice thereof. Nothing in this lease contained shall be construed to impose upon Owner any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant, and Owner shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

34. Tenant has deposited with Owner the sum of \$\_\_\_\_\_ as security for the faithful observance by Tenant of the terms, provisions and conditions of this lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Owner may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent, or any other sum as to which Tenant is in default, or for any sum which Owner may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency in the re-

letting of the demised premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Owner. In the case of every such use, application or retention, Tenant shall, within five (5) days after demand, pay to Owner the sum so used, applied or retained which shall be added to the security deposit so that the same shall be replenished to its former amount. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the lease and after delivery of the demised premises to Owner. In the event of a sale of the land and building, or leasing of the building, of which the demised premises form a part, Owner shall have the right to transfer the security to the vendee or lessee, and Owner shall thereupon be released by Tenant from all liability for the return of such security; and Tenant agrees to look to the new Owner solely for the return of said security, and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Owner. Tenant further covenants that it will not assign or encumber, or attempt to assign or encumber, the monies deposited herein as security, and that neither Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

35. Tenant, at any time, and from time to time, upon at least ten (10) days prior notice by Owner, shall execute, acknowledge and deliver to Owner, and/or to any other person, firm or corporation specified by Owner, a statement certifying that this lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates to which the rent and additional rent have been paid, and stating whether or not there exists any default by Owner under this lease, and, if so, specifying each such default by such other information as shall be required of Tenant.

**Successors and Assigns:**

36. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns. Tenant shall look only to Owner's estate and interest in the land and building, for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) against Owner in the event of any default by Owner hereunder, and no other property or assets of such Owner (or any partner, member, officer or director thereof, disclosed or undisclosed), shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under, or with respect to, this lease, the relationship of Owner and Tenant hereunder, or Tenant's use and occupancy of the demised premises.

**In Witness Whereof,** Owner and Tenant have respectively signed and sealed this lease as of the day and year first above written.

Witness for Owner: \_\_\_\_\_  
Witness for Tenant: \_\_\_\_\_

Landlord: 147 West Memick Road Associates  
By: Citi-Urban Management Corp., as agent  
By: \_\_\_\_\_  
Name: Joshua Halsegua  
Title: Authorized Signatory  
Tenant: Housing Trust Fund Corporation  
By: \_\_\_\_\_  
Name: Matthew Nelson  
Title: Authorized Signatory

**ACKNOWLEDGEMENT**

STATE OF NEW YORK,

SS.:

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

**GUARANTY**

FOR VALUE RECEIVED, and in consideration for, and as an inducement to Owner making the within lease with Tenant, the undersigned guarantees to Owner, Owner's successors and assigns, the full performance and observance of all the covenants, conditions and agreements, therein provided to be performed and observed by Tenant, including the "Rules and Regulations" as therein provided, without requiring any notice of non-payment, non-performance, or non-observance, or proof, or notice, or demand, whereby to charge the undersigned therefor, all of which the undersigned hereby expressly waives and expressly agrees that the way be terminated, affected or impaired by reason of the assertion by Owner against the undersigned of any of the rights or remedies reserved to Owner pursuant to the provisions of this lease. The undersigned further covenants and agrees that this guaranty shall remain in full force and effect as to any renewal, modification or extension of this lease and during any period when Tenant is occupying the demised premises as a "statutory tenant." As a further inducement to Owner to make this lease, and in consideration thereof, Owner and the undersigned covenant and agree that in any action or proceeding brought by either Owner or the undersigned against the other on any matters whatsoever arising out of, under, or by virtue of, the terms of this lease or of this guaranty, that Owner and the undersigned shall and do hereby waive trial by jury.

Business Address

Firm Name

STATE OF NEW YORK

COUNTY OF

) ss.:

Dated: \_\_\_\_\_ in the year \_\_\_\_\_

Guarantor

Witness

Guarantor's Residence

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

Notary Public

**IMPORTANT - PLEASE READ**

**RULES AND REGULATIONS ATTACHED TO AND MADE A PART OF THIS LEASE IN ACCORDANCE WITH ARTICLE 33.**

- The sidewalks, entrances, driveways, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by Tenant or used for any purpose other than for ingress or egress from the demised premises, and for delivery of merchandise and equipment in a prompt and efficient manner using elevators and passageways designated for such delivery by Owner. There shall not be used in any space, or in the public hall of the building, either by Tenant or by jobbers or others in the delivery or receipt of merchandise, any hand truck, except those equipped with rubber tires and safeguards. If said premises are situated on the ground floor of the building, Tenant thereof shall further, at Tenant's expense, keep the sidewalk and curb in front of said premises clean and free from ice, snow, dirt and rubbish.
- The water and wash closets and plumbing fixtures shall not be used for any purposes other than those for which they were designed or constructed, and no sweepings, rubbish, rags, acids or other substances shall be deposited therein, and the expense of any leakage, stoppage, or damage resulting from the violation of this rule shall be borne by the Tenant, whether or not caused by the Tenant, or its clerks, agents, employees or visitors.
- No carpet, rug or other article shall be hung or shaken out of any window of the building and Tenant shall not sweep or throw, or permit to be swept or thrown, from the demised premises any dirt or other substance into any of the corridors or halls, elevators, or out of the doors or windows or stairways of the building, and Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in the demised premises, or permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to Owner or other occupants of the building by reason of noise, odors, and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any bicycles, vehicles, animals, fish, or birds be kept in or about the building. Smoking or carrying lighted cigars or cigarettes in the elevators of the building is prohibited.
- No awnings or other projections shall be attached to the outside walls of the building without the prior written consent of Owner.
- No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside of the demised premises or the building, or on the inside of the demised premises if the same is visible from the outside of the demised premises, without the prior written consent of Owner, except that the name of Tenant may appear on the entrance door of the demised premises. In the event of the violation of the expense incurred by such removal to Tenant. Interior signs on door and directory tablet shall be of a size, color and style acceptable to Owner.
- Tenant shall not mark, paint, drill into, or in any way deface, any part of the demised premises or the building of which they form a part. No boring, cutting or stricking of water shall be permitted, except with the prior written consent of Owner, and as Owner may direct. Tenant shall not lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and, if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.
- No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or mechanism thereof. Tenant must, upon the termination of his tenancy, restore to Owner all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay to Owner the cost thereof.
- Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the demised premises only on the height elevators and through the service entrances and corridors, and only during hours

and in a manner approved by Owner. Owner reserves the right to inspect all freight to be brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations of the lease, or which these Rules and Regulations are a part.

- Caravassing, soliciting and peddling in the building is prohibited and Tenant shall cooperate to prevent the same.
- Owner reserves the right to exclude from the building all persons who do not present a pass to the building signed by Owner. Owner will furnish passes to persons for whom Tenant requests same in writing. Tenant shall be responsible for all persons for whom he requests such pass, and shall be liable to Owner for all acts of such persons. Tenant shall not have a claim against Owner by reason of Owner excluding from the building any person who does not present such pass.
- Owner shall have the right to prohibit any advertising by Tenant which in Owner's opinion, tends to impair the reputation of the building or its desirability as a building for office, and upon written notice from Owner, Tenant shall refrain from or discontinue such advertising.
- Tenant shall not bring or permit to be brought or kept in or on the demised premises, any inflammable, combustible, explosive, or hazardous fluid, material, chemical or substance, or cause or permit any odors of cooking or other processes, or any unusual or objectionable odors, to permeate in, or emanate from, the demised premises.
- If the building contains central air conditioning and ventilation, Tenant agrees to keep all windows closed at all times and to abide by all rules and regulations issued by Owner with respect to such services. If Tenant requires air conditioning or ventilation after the usual hours, Tenant shall give notice in writing to the building superintendent prior to 3:00 p.m. in the case of services required on week days, and prior to 3:00 p.m. on the day prior in case of after hours service required on weekends or on holidays. Tenant shall cooperate with Owner in obtaining maximum effectiveness of the cooling system by lowering and closing venetian blinds and/or drapes and curtains when the sun's rays fall directly on the windows of the demised premises.
- Tenant shall not move any safe, heavy machinery, heavy equipment, bulky matter, or fixtures into or out of the building without Owner's prior written consent. If such safe, machinery, equipment, bulky matter or fixtures requires special handling, all work in connection therewith shall comply with the Administrative Code of the City of New York and all other laws and regulations applicable thereto, and shall be done during such hours as Owner may designate.
- Refuse and Trash. (1) Compliance by Tenant. Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders, and regulations, of all state, federal, municipal, and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Tenant shall sort and separate such waste products, garbage, refuse and trash into such categories as provided by law. Each separately sorted category of waste approved by Owner. Such separate receptacles may, at Owner's option, be removed from the demised premises in accordance with a collection schedule prescribed by law. Tenant shall remove, or cause to be removed by a collection contractor acceptable to Owner, at Tenant's sole discretion, such items as Owner may expressly designate. (2) Owner's Rights in Event of Noncompliance. Owner has the option to refuse to collect or accept from Tenant waste products, garbage, refuse or trash (a) that is not separated and sorted as required by law or (b) which consists of such items as Owner may expressly designate for Tenant's removal, and to require Tenant to arrange for such collection at Tenant's sole cost and expense, utilizing a contractor satisfactory to Owner. Tenant shall pay all costs, expenses, fines, penalties, or damages that may be imposed on Owner or Tenant by reason of Tenant's failure to comply with the provisions of this Building Rule 15, and, at Tenant's sole cost and expense, shall indemnify, defend and hold Owner harmless (including reasonable legal fees and expenses) from and against any actions, claims and suits arising from such noncompliance, utilizing counsel reasonably satisfactory to Owner.

Address 147 WEST MERRICK ROAD

Premises See Exhibit A to Rider

TO HOUSING TRUST FUND CORPORATION

STANDARD FORM OF

Office Lease

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Dated 1st August in the year 2013

Rent Per Year SEE EXHIBIT E

Rent Per Month SEE EXHIBIT E

Term From 1st August 2013 To 31st July 2016

Drawn by \_\_\_\_\_

Checked by \_\_\_\_\_

Entered by \_\_\_\_\_

Approved by \_\_\_\_\_

**RIDER TO LEASE BETWEEN**  
**147 WEST MERRICK ROAD ASSOCIATES, AS LANDLORD**  
**AND**  
**HOUSING TRUST FUND CORPORATION, AS TENANT**

**37. Rider Provisions Prevail.**

If and to the extent that any of the provisions of this Rider conflict or are otherwise inconsistent with any of the pre-printed provisions of this Lease or the Rules and Regulations attached to this Lease, whether or not such inconsistency is expressly noted in this Rider, the provisions of this Rider shall prevail, and in case of inconsistency with said Rules and Regulations, shall be deemed a modification of such Rules and Regulations.

**38. Lease Commencement, Rent Commencement, and Possession.**

38.01 The term of this Lease, for which the Premises are hereby leased, shall commence on the date Landlord delivers a fully executed version of this Lease to Tenant, subject to any additional provisions set forth herein ("Commencement Date"), and expire on the last day of the month three (3) years after the Commencement Date, or on such earlier or later date upon which said term may expire or terminate pursuant to any of the conditions or covenants of this Lease or pursuant to law (the "Expiration Date"). Upon the Expiration Date, Tenant shall quit and surrender to Landlord the Premises, broom clean, in good order and condition, ordinary wear and tear excepted. Tenant's obligation to observe or perform this covenant shall survive the expiration or sooner termination of the Term.

38.02 Notwithstanding the foregoing, Tenant's obligation to pay Base Rent under this Lease shall not commence until the earlier of (i) ten (10) days following Notice to Tenant that Landlord has performed Substantial Completion of Landlord's Work (provided that Substantial Completion of Landlord's Work has been performed); or (ii) Tenant has occupied more than fifty percent (50%) of the Premises, such date being known as the Rent Commencement Date, and more particularly described on Exhibit E. "Substantial Completion" means that Landlord's Work is substantially complete except for punchlist items, with only minor details of construction, decoration and mechanical adjustments remaining, the non-completion of which shall not materially interfere with Tenant's ability to occupy the Premises for the use contemplated by this Lease.

38.03 It is specifically understood and agreed that this Lease is offered to Tenant for signature by the managing agent of the Building (as defined herein) solely in its capacity as such agent and subject to Landlord's acceptance and approval, and that Tenant shall have affixed its



signature hereto with the understanding that such act shall not, in any way, bind Landlord or its agent until such time as this Lease shall have been executed by Landlord and delivered to Tenant.

**39. Real Estate Tax Escalation.**

39.01 Tenant shall pay Landlord as additional rents the amounts set forth in this Article.

39.02 "Taxes" shall mean the real estate taxes and assessments and special assessments imposed upon the Building by any governmental bodies or authorities for any purpose whatsoever, whether general or special, ordinary or extraordinary, foreseen or unforeseen, which may be levied or assessed with respect to the Building during the term of this Lease or any renewal thereof whether the increase results from a higher tax rate or an increase in the assessed value of the Building or both or other means of increase. If at any time after the date hereof the methods of taxation prevailing on the date hereof shall be altered so that in lieu of, or as an addition to or as a substitute for the whole of the taxes, assessments, levies, impositions or charges now levied, assessed or imposed on real estate and the improvements thereof, there shall be levied, assessed and imposed (i) a tax, assessment, levy or otherwise on the rents received therefrom, or (ii) a license fee measured by the rent payable by Tenant to Landlord, or (iii) any other additional or substitute tax, assessment, levy, imposition or charge, then all such taxes, assessments, levies, impositions or charges or the part thereof so measured or based shall be deemed to be included within the term "Taxes" for the purpose hereof. Taxes shall not include any inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or excess profits that is or may be imposed upon Landlord.

39.03 "Base Tax Year" shall, for (i) General taxation purposes, mean calendar year 2013 and (ii) School district and Village taxation purposes, mean the 2013/2014 fiscal tax year.

39.04 "Base Tax" shall mean the Taxes for the Base Tax Year as finally determined pursuant to resolution of any certiorari proceeding:

39.05 "Tax Year" shall, for (i) General taxation purposes, mean the period of twelve (12) calendar months beginning on January 1, 2013, and each succeeding twelve (12) month period thereafter; (ii) School taxation purposes, means the period of twelve (12) calendar months beginning on July 1, 2013 and each succeeding twelve (12) month period thereafter; and (iii) Village taxation purposes, mean the period of twelve (12) calendar months beginning on March 1, and each succeeding twelve (12) month period thereafter.

39.06 "Tenant's Share" shall be t [REDACTED] ) throughout the term of this Lease ir-  
respective of the bulk of the Building and the Premises and any additions, changes and/or demoli-  
tion at any time during the term hereof.

[REDACTED]

39.07 "Building" shall mean the land and building known as 147 West Merrick Road, Freeport, New York, 11520 of which the Premises forms a part.

39.08 If, for any reason, the Taxes for any Tax Year shall be more than the Base Tax, Tenant shall pay as additional rent for such Tax Year an amount equal to Tenant's Share of the amount by which the Taxes for such Tax Year are greater than the Base Tax ("Tax Payment"). Landlord shall furnish Tenant with a statement showing the calculations for any year in which a Tax Payment accompanied by copies of the tax bills (the "Tax Payment Notice"). All payments under this Article 39 shall be due within thirty (30) days of Tenant's receipt of a Tax Payment Notice. In no event however will Tenant be responsible to pay any Tax Payment caused by the reduction of the Base Tax from the originally assessed Base Tax.

39.09 With respect to any period at the commencement or expiration of the term, which shall constitute a partial Tax Year, Landlord's statement shall apportion the amount of the Tax Payment due hereunder.

39.10 Beginning with the first Tax Year in which Taxes are greater than the Base Tax, the Tax Payment for that year and subsequent years shall be paid in full as provided for in Section 39.07.

39.11 Landlord shall be under no obligation to contest the Taxes or the assessed valuation of the land and the Building for any Tax Year or to refrain from contesting the same, and may settle any such contest on such terms as Landlord in its sole judgment considers proper.

39.12 Any delay or failure of Landlord in billing any tax charges hereinabove provided shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay such taxes hereunder, unless the same were incurred by Landlord over two years prior to Landlord's request for such taxes.

39.13 In no event shall any adjustment of Tax Payments hereunder result in a decrease of the fixed rent payable pursuant to any other provisions of this Lease. If, however, Landlord does bring an application or proceeding seeking a reduction in Taxes and the same results in an actual reduction of Taxes, Landlord will promptly refund to Tenant Tenant's Share of the excess of Taxes, including an equitable portion of refunds received after the expiration date of this Lease which are attributable to Taxes paid during the Term less all actual, out-of-pocket costs and expenses (including reasonable counsel fees) incurred in connection with the application or proceeding to reduce the Taxes.

**40. Services (Supplementing Article 29).**



40.01 Tenant shall be permitted the use of and to operate the air conditioning equipment serving the Premises (the "Air Conditioning Units") for the monthly fee [REDACTED] payable as additional rent. Landlord agrees to deliver to Tenant the Air Conditioning Units in good working order with sufficient power for proper operation. Tenant acknowledges and agrees that the Air Conditioning Units are Landlord's property. Landlord shall make all necessary repairs, restoration or replacements to the Air-Conditioning Units and all of the ducts, dampers, registers, grilles and appurtenances utilized in connection therewith at Landlord's sole cost and expense, unless such repair, restoration or replacements was necessitated by Tenant's negligence or the repair is a maintenance item under the maintenance contract, and in such event, the cost of the repair, restoration or replacements shall be borne by Tenant. Tenant shall allow Landlord's contractor reasonable access to the Premises for purpose of servicing the air conditioning units and performing whatever work is otherwise necessary. Landlord shall bill Tenant for the cost of the maintenance of said units or any other work Tenant is expressly responsible for and such shall be billed as additional rent and paid by Tenant in the month in which the applicable charge appears on the Tenant's rent bill. Any restoration or replacement of all or any part of the Air Conditioning Unit and related equipment shall be in quality and class equal to the original work of installations. Landlord shall at the expense of the Tenant (for actual out-of-pocket expenditures only), obtain and secure all necessary annual permits and fees related to said air conditioning equipment.

40.02 Neither Landlord nor its agents or employees, shall be liable to Tenant, or any of Tenant's employees, agents, customers, or invitees or anyone claiming through or under Tenant, for any damages, injuries, losses, expenses, claims, or causes of action, because of any temporary interruption or discontinuance at any time for any reason in the furnishing of any of the above services that continues for less than five (5) business days; nor shall any such temporary interruption or discontinuance be deemed an eviction or disturbance of Tenant's use or possession of the Premises or any part thereof; nor shall any such temporary interruption or discontinuance relieve Tenant from full performance of Tenant's obligations under this Lease.

#### 41. Landlord's Work.

Landlord agrees to perform the work, if any, stated on Exhibit C, at its own cost and expense. Landlord agrees that the construction of the Premises for Tenant's occupancy shall be subject to the terms and conditions of this Lease and Exhibit C hereof. The improvements in the Premises specified in Exhibit C annexed hereto to be furnished by Landlord are hereinafter referred to as "Landlord's Work". In the event of a dispute with regard to whether or not Landlord's Work has been substantially completed, the certification of Landlord's architect or construction supervisor to the effect that such work has been substantially completed shall be [REDACTED]

conclusive evidence binding upon the parties hereto in the absence of fraud or manifest error. Architecture, materials used in construction, and structural details of the Premises shall be the choice of Landlord except as may otherwise be specifically provided in Exhibit C. Notwithstanding the provisions of Exhibit C, however, Landlord may substitute materials, on five (5) business days' prior written notice to Tenant, provided they are substantially equal or better in quality. Landlord's Work as set forth in Exhibit C shall be without charge to Tenant.

#### **42. Additional Rent.**

All escalation rents, additional rent and any and all other payments, charges and sums due by the Tenant to the Landlord under this Lease whether or not designated as such shall be deemed rent for all purposes hereunder and by law, and the failure to pay any such amount shall subject the Tenant to the same rights and remedies of the Landlord including the right to commence summary proceedings for nonpayment of rent as if such escalation rent, additional rent and other payments, charges and sums due were Base Rent hereunder.

#### **43. Acceptance of Rent.**

If Tenant is in arrears in the payment of fixed rent or additional rent, Tenant waives its rights, if any, to designate the items in arrears against which payments made by Tenant are to be credited, and Landlord may apply any of such payments to any such items in arrears as Landlord, in its sole discretion, shall determine, irrespective of any designation or request by Tenant as to the items against which any such payments shall be credited. No payment by Tenant nor receipt by Landlord of a lesser amount than may be required to be paid hereunder shall be deemed to be other than on account of any payment nor shall any endorsement or statement on any check or any letter accompanying any check tendered as payment be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such payment due or pursue any other remedy in this Lease provided or at law. No receipt of monies by Landlord from Tenant, after any reentry or after the cancellation or termination of this Lease in any lawful manner shall reinstate this Lease; and after the service of notice to terminate this Lease, or after the commencement of any action, proceeding or other remedy, Landlord may demand, receive and collect any monies due and apply this on account of Tenant's obligations under this Lease but without in any respect affecting such notice, action, proceeding or remedy, except that if a money judgment is being sought in any such action or proceeding, the amount of such judgment shall be reduced by such payment. All checks rendered to the Landlord as and for the rent of the Premises shall be deemed payments for the account of the Tenant. Acceptance by the Landlord of rent from anyone other than the Tenant shall not be deemed to operate as an attornment to the Landlord by the payer of such rent or as a

consent by the Landlord to an assignment or subletting by the Tenant to the Premises to such payer, or as a modification of the provisions of this Lease.

**44. Rent Control.**

If the annual Base Rent or any additional rent shall be or become uncollectible, reduced or required to be refunded by virtue of any law, governmental order or regulation, or direction of any public officer or body pursuant to law, Tenant shall within ten (10) days of request enter into an agreement or agreements or take such other action as Landlord may request, as may be legally permissible, to permit Landlord to collect the maximum annual Base Rent and additional rent which may from time to time during the continuance of such rent restriction be legally permissible, but not in excess of the amounts of annual Base Rent or additional rent payable under this Lease. Upon the termination of such rent restriction prior to the termination of the term of this Lease, (a) the annual Base Rent and additional rent, after such termination, shall become payable under this Lease in the amount of the annual Base Rent and additional rent set forth in this Lease for the period following such termination, and (b) Tenant shall pay to Landlord, to the maximum extent legally permissible, an amount equal to (i) the annual Base Rent and additional rent which would have been paid pursuant to this Lease but for such rent restriction less (ii) the annual Base Rent and additional rent paid by Tenant to Landlord during the period that such rent restriction was in effect. This provision shall survive the expiration or earlier termination of this Lease to the maximum enforceable extent.

**45. Security (Supplementing Article 34).**

Landlord shall unless prohibited by law or by the general policies of lending institutions in New York State, Landlord will deposit the [REDACTED] security (representing two (2) months under the lease) in a non-interest-bearing account with a bank selected by Landlord. In the event that Tenant either (a) is more than ten (10) days late in the payment of rent, rent escalation or additional rent more than two (2) times in any twelve (12) month period; or (b) makes any such payment which is dishonored more than two (2) times during any (12) month period; in addition to any other remedies herein or at law or in equity, Landlord may give notice to Tenant requiring that the Tenant deposit an additional two (2) month's rent and as additional security under the Lease and any failure to deposit the aforesaid security shall be deemed a material default under this Lease. On or before each date upon which the Base Rent shall be increased as set forth on Exhibit E attached to this Lease, Tenant shall, within five (5) business days' of receipt of Landlord's notice thereof, deposit with the Landlord additional sums so that the Landlord shall have at all times two (2) full months' rent at the rent rate then payable, as the Security for the Tenant's faithful performance of its obligations pursuant to this Lease.

[REDACTED]

**46. Tenant's Cleaning.**

The Tenant agrees to employ such office cleaning and maintenance contractor as the Landlord may from time to time designate, provided that such contractor charges competitive commercially reasonable rates for its services for all cleaning, waxing, polishing and maintenance work in the Premises and further provided that such contractor is engaged in accordance with any procurement rules or regulations governing Tenant. The Tenant shall not employ any other contractor or individual without the Landlord's prior written consent which consent shall not be unreasonably withheld by Landlord. Tenant recognizes that this provision is for the security of the Building. The foregoing shall not preclude Tenant or its employees from performing any of the foregoing work. In connection with all refuse, Tenant agrees to comply with all governmental rules and regulations and rules of the building carter as to separation of refuse and other refuse recycling requirements and in connection therewith to pay for any required refuse bags.

**47. Permitted Use.**

Tenant shall use and occupy the Premises as general commercial office space and for the purposes set forth in the second rider to this Lease for no other purpose, subject to and in accordance with all rules, regulation, laws, ordinances, statutes and requirements of all other governmental authorities. Tenant agrees to comply with all rules, regulation, laws, ordinances, statutes and requirements of all other governmental authorities, relating to, but not limited to acceptable fire, safety and health standards applicable to Tenant's particular use. Tenant shall comply with such rules, regulation, laws, ordinances, statutes and requirement at the tenants own expense. Tenant will not in any manner deface or injure the Building or any part thereof or overload the floors of the Premises. Tenant will not do anything or permit anything to be done upon the Premises in any way creating a nuisance, unreasonably disturbing any other tenant in the Building or the occupants of neighboring property. Tenant will comply with all governmental, health, and police requirements and regulations respecting the Premises relating to any work done by Tenant or Tenant's use of the Premises. Tenant will not use the Premises for immoral or illegal purposes. Tenant shall not conduct nor permit to be conducted on the Premises any business that is contrary to any of the laws of the United States of America or of the State of New York, including but not limited to, the Public Health Law of the State of New York and any and all rules and regulations promulgated by New York State.

**48. Cost and Expense.**

All costs and expenses, including reasonable attorneys' fees incurred by Landlord in and about enforcing any of the covenants and conditions of this Lease where Landlord is the prevailing party shall be paid by Tenant as additional rent, and if not previously paid, shall be



included in any judgment rendered in Landlord's favor in any court of competent jurisdiction and against Tenant herein.

**49. Service Cart.**

Tenant expressly agrees that it shall not permit or obtain or accept the delivery of any food or beverage by any vendor operating a service cart or similar means of conveyance to the Premises, except by any vendor as shall be approved in advance by Landlord in writing.

**50. Broker.**

Tenant represents and warrants to Landlord that neither it nor its officers or agents nor anyone acting on its behalf has dealt with any real estate broker other than UNITED REALTY LEASING LLC and JAMIE WINKLER REAL ESTATE (for whose fee Landlord shall be responsible), in the negotiation or making of this Lease, and Tenant agrees to indemnify and hold harmless Landlord from the claim or claims of any other broker or brokers claiming to have dealt with Tenant in connection with this Lease.

**51. Construction/Governing Law.**

If any of the provisions of this Lease or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. This Lease shall be governed in all respects by the laws of the State of New York.

**52. Attornment.**

Tenant agrees that if a superior lessor or a mortgagee shall enter into and become possessed of the Building, or any part or parts of such real property either through possession or foreclosure action or proceedings, or through the issuance and delivery of a new lease of the premises covered by the Lease to the mortgagee, then, if this Lease is in full force and effect at such time, Tenant shall attorn to the superior lessor or the mortgagee, as its Landlord, if such superior lessor or such mortgagee requests Tenant to do so. In such event, such lessor or mortgagee shall not be liable to Tenant for any defaults heretofore committed by Landlord unless such defaults continue following attornment, and no such default shall give rise to any rights or offset or deduction against the rents payable under this Lease. If any superior lessor or any mortgagee to whom Tenant agrees to attorn, as aforesaid, reasonably requests a further instrument expressing such attornment, Tenant agrees to execute the same promptly, and if Tenant fails to do



so, Tenant hereby appoints Landlord as Tenant's attorney-in-fact solely to execute any such instrument for and on behalf of Tenant. This appointment is coupled with an interest and is irrevocable.

### **53. Estoppel Certificate.**

53.01 At any time and from time to time upon at least twenty (20) days' prior written notice by the Landlord to the Tenant, the Tenant shall without charge execute, acknowledge and deliver to the Landlord a statement in writing, in recordable form, addressed to such party as the Landlord may designate prepared by the Landlord or in form satisfactory to the Landlord certifying any of the following information as may be requested (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (b) whether the term of the Lease has commenced and the rent and additional rent have become payable hereunder and, if so, the dates to which they have been paid; (c) whether or not, to the best knowledge of the Tenant, the Landlord is in default in the performance of any of the terms of this Lease and, if so, specifying each such default of which the Tenant may have knowledge; (d) whether the Tenant has accepted possession of the Premises; (e) whether the Tenant has made any uncollected claims against the Landlord under this Lease and, if so, the nature thereof and the dollar amount, if any, of such claims, (f) whether there exist any offsets or defenses against enforcement of any of the terms of this Lease upon the part of the Tenant to be performed and, if so, specifying the same; and (g) such further information with respect to the Lease or the Premises as the Landlord may reasonably request, it being intended that any such statement delivered pursuant hereto may be relied upon by any prospective purchaser of the Building or and part thereof or of the interest of the Landlord in any part thereof, by any mortgagee or prospective mortgagee thereof, by any lessor or prospective lessor thereof, by any lessee or any prospective lessee thereof or by any prospective assignee of any mortgage thereof.

53.02 The failure of the Tenant to execute, acknowledged and deliver to the Landlord a true statement in accordance with the provisions of this Article within the aforesaid twenty (20) day period shall constitute an acknowledgment by the Tenant, which may be relied upon by any person who would be entitled to rely upon any such statement that such statement as submitted by the Landlord is true and correct.

### **54. Tenant's Remedies.**

With respect to any provision of this Lease whereby Landlord's consent or approval is required or as to any other matter where Landlord's consent is requested, Tenant in no event shall be entitled to make nor shall Tenant make, any claim (and Tenant hereby waives any such claim)



for money damages; nor shall Tenant claim any money damages by way of set off, counterclaim or defense, based upon any claim or assertion by Tenant that Landlord has unreasonably withheld or unreasonably delayed any consent or approval, but Tenant's sole remedy shall be an action or proceeding in equity to enforce any such provision or for specific performance, injunction or declaratory judgment and if Tenant is the prevailing party, to collect its reasonable attorneys' fees and court costs. Tenant will not seek to consolidate any claim or counterclaim in any summary proceeding brought by Landlord for possession of the Premises.

**55. Intentionally Omitted.**

**56. Intentionally Omitted.**

**57. Waiver of Claims.**

Tenant hereby waives its right to assert any counterclaims, other than compulsory counterclaims, if any, in any summary proceeding that may hereinafter be instituted against Tenant for the payment of rent under this Lease. Landlord and Tenant both waive their right to a trial by jury in any action or proceeding arising in connection with this Lease, their relationship of Landlord and Tenant, Tenant's use and occupancy of the Premises, including any claim or injury or damage, or any emergency or other statutory remedy with respect thereto.

**58. Insurance.**

58.01 Tenant shall maintain the following insurance:

(a) Commercial General Liability: Commercial General Liability including contractual liability insurance against claims for bodily injury, death or property damage occurring on, in or about any of the Premises, having combined single limits for bodily injury including death and property damage of not less than [REDACTED] per occurrence and \$ [REDACTED] the aggregate annually. Such coverage shall include but not be limited to (i) water and sprinkler damage liability; and (ii) premises operation, completed operations, broad form contractual liability and product liability.

(b) Workers Compensation: Worker's compensation insurance covering all persons employed by Tenant on the Premises in connection with any work done on or about any of the Premises for all limits and coverages required by statute.

(c) Employers Liability coverage as required by statute or with minimum limits as follows: [REDACTED] accident, [REDACTED] per employee, [REDACTED] policy Limit.

(d) Property Insurance:  
[REDACTED]

(i) All Risk property insurance in respect of Tenant's stock in trade, fixtures, furniture, furnishings, removable floor coverings, equipment, signs and all other property of Tenant in the Premises for not less than \$. [REDACTED] and not less than the amount sufficient to avoid the effect of the co-insurance provisions of the applicable policy or policies. Coverage shall be on a replacement cost basis.

(ii) Intentionally omitted.

(iii) All property coverage shall include Landlord as loss payee as its interest may appear.

(e) General Conditions:

(i) If, by reason of changed circumstances or economic conditions, the insurance amounts referred to in this Lease become in Landlord's reasonable judgment inadequate, Landlord, may, on at least thirty (30) days' notice to Tenant, increase such amounts to limits customary for comparable administrative offices in the immediate area required by prudent owners of like real estate and then being required by Landlord from new tenants of the Building, and Tenant shall promptly increase the amounts of such insurance upon Landlord's reasonable request, and Tenant shall deliver to Landlord and any additional insured(s) certificates for such currently paid-for policies.

(ii) Upon written request of Landlord, Tenant shall furnish Landlord with copies of all such insurance policies or certificates thereof. Tenant shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and Tenant shall deliver to Landlord and any additional insured(s) certificates thereof at least thirty (30) days before the expiration of any existing policy.

(iii) All such policies shall be issued by companies of recognized responsibility, having a Bests Key Rating Guide of not less than A-, Class VII, licensed to do business in New York, and all such policies shall contain a provision whereby the same cannot be canceled unless Landlord and any additional insured(s) are given at least thirty (30) days' prior written notice of such cancellation. The certificates of insurance to be delivered to Landlord by Tenant for Tenant's general commercial liability policies shall name Landlord as an additional insured and, at Landlord's request, shall also name any Mortgagees as additional insured, and the following phrase must be typed on the certificate of insurance: "147 West Merrick Road Associates, and its managing agent are hereby named as additional insured as their interests may appear" (and if Landlord has so requested, Tenant shall include any Mortgagees as additional insured (s)). It is intended for this insurance to be primary and non-contributing.

[REDACTED]

58.02 Tenant shall not do, permit or suffer to be done any act, matter, thing or failure to act in respect of the Premises or use or occupy the Premises or conduct or operate Tenant's business in any manner objectionable by standard insurance policies whereby the fire insurance or any other insurance would become void or suspended or whereby any premiums in respect of insurance maintained by Landlord would be higher than those which would normally have been in effect for the occupancy contemplated under the uses permitted hereunder.

58.03 Tenant shall indemnify and hold harmless Landlord and its respective partners, joint venturers, directors, officers, agents, servants and employees from and against any and all personal injury and property damage claims arising from or in connection with (a) the conduct or management of the Premises or of any business therein, or any work or thing whatsoever done, or any condition created in the Premises during the term hereof; (b) any act, omission or negligence of Tenant or any of its subtenants or licensees or its or their partners, joint venturers, directors, officers, agents, employees or contractors; and (c) any accident, injury or damage whatever (unless caused by Landlord's (or its agents, employees and/or contractors) negligence or willful misconduct) occurring in the Premises; and (d) any breach or default by Tenant in the full performance of Tenant's obligations under this Lease; together with all costs, expenses and liabilities reasonably incurred in or in connection with each such claim or action or proceeding brought thereon, including, without limitation, reasonable attorneys' fees and expenses. In case any action or proceeding is brought against Landlord and/or its partners, joint venturers, directors, officers, agents and/or employees in connection with Tenant's conduct with respect to the Premises or by reason of any claim referred to above, Tenant, upon notice from Landlord shall, at Tenant's cost and expense, resist and defend such action or proceeding by counsel reasonably satisfactory to Landlord. Counsel selected by Tenant's insurer shall be satisfactory. Landlord shall indemnify and hold harmless Tenant from and against any and all personal injury and property damage claims arising from or in connection with (a) the conduct or Landlord's (or its agents', employees' and/or contractors') management of the Building or of any business therein, or any work or thing whatsoever done, or any condition created by Landlord (or its agents, employees and/or contractors) in the Building during the term hereof or during the period of time prior to the Commencement Date; (b) any act, omission or negligence of Landlord (or its agents, employees, and/or contractors) or any of its other tenants or licensees or its or their partners, joint venturers, directors, officers, agents, employees or contractors; (c) any accident, injury or damage whatever by Landlord's (or its agents', employees' and/or contractors') gross negligence or willful misconduct occurring in the Building; and (d) any breach or default by Landlord (or its agents, employees and/or contractors) in the full and prompt payment and performance of Landlord's obligations under this Lease; together with all costs, expenses and liabilities incurred in or in connection with each such claim or action or proceeding brought thereon, including, without limitation, reasonable attorneys' fees and expenses. In case any action or proceeding is brought against Tenant, and/or its or their members, partners,

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joint venturers, assignees (as permitted herein), directors, officers, agents and/or employees in connection with conduct or management of the Building or by reason of any claim referred to above, Landlord, upon notice from Tenant, shall, at Landlord's cost and expense, resist and defend such action or proceeding by counsel reasonably satisfactory to Tenant. Counsel selected by Landlord's insurer shall be satisfactory. Notwithstanding anything to the contrary contained in this Lease, in no event shall either the Landlord or the Tenant be liable for consequential damages.

58.04 Landlord shall not be liable or responsible for, and Tenant hereby releases Landlord from, all liability and responsibility to Tenant and any person claiming by, through or under Tenant, by way of subrogation or otherwise, for any injury, loss or damage to any person or property in or around the Premises or to Tenant's business irrespective of the cause of such injury, loss or damage (other than such injury, loss or damage arising from or directly related to Landlord's (or its agents', employees', and/or contractors') negligence or willful misconduct). Notwithstanding any other provision of this Lease, Tenant shall not be liable or responsible for, and Landlord hereby releases Tenant from, all liability and responsibility to Landlord and any person claiming by, through or under Landlord, by way of subrogation or otherwise, for any injury, loss or damage to any person or property in or around the Premises or to Landlord's business irrespective of the cause of such injury, loss or damage.

58.05 Tenant shall pay when due all insurance premiums on insurance policies required to be maintained by Tenant hereunder. If at any time Tenant shall neglect or fail to provide or keep in force the insurance coverage provided for in this Article 15, after ten (10) days' notice to Tenant, Landlord may effect such insurance as the agent of Tenant, and the reasonable premium paid by Landlord shall be deemed additional rent hereunder and Tenant shall, upon demand, reimburse Landlord therefore.

58.06 Landlord shall maintain in respect to the Building at all times during the term of this Lease fire and casualty insurance covering Landlord's portion of the Building and Landlord's property in amounts of coverage required by any institutional mortgagee of the Building, or, if there is no institutional mortgagee of the Building, then in amounts comparable to the amounts carried by owners of buildings in the south shore of Nassau County comparable to the Building.

#### **59. Alterations (Supplementing Article 3).**

59.01 Tenant shall be responsible for all interior and exterior maintenance and improvements to the Premises ("Tenant's Work") as more particularly described on Exhibit D. All such maintenance and improvements shall be performed in a good and workmanlike manner. "Alteration" shall mean any or all changes, additions, improvements, reconstructions or

replacements of any of the building and improvements upon the Premises (collectively sometimes referred to as "Improvements"), both interior or exterior, and ordinary and extraordinary.

59.02 Solely with respect to any future Alteration not contemplated as of the date hereof, Tenant shall submit detailed architectural plans to Landlord, including but not limited to detailed specifications for the systems Tenant is intending to use for heating, cooling, electric, fire suppression, and plumbing ("Tenant's Plans"). Landlord must approve of Tenant's Plans before work on any Alteration begins. Landlord will have fifteen (15) business days from the date of receipt of Tenant's Plans to notify Tenant of its approval or disapproval of Tenant's Plans. If Landlord disapproves of Tenant's Plans, Tenant must submit revised Tenant's Plans to Landlord. Landlord will have ten (10) days from the date of receipt of the revised Tenant's Plans to notify Tenant of its approval or disapproval of the revised Tenant's Plans. Landlord and Tenant covenant to work cooperatively and in good faith with one another to arrive at Landlord's approval of Tenant's Plans.

59.03 Any Alteration and/or Improvement (other than Alterations for wall or floor coverings) the estimated cost of which exceeds Ten Thousand and 00/100 Dollars (\$10,000.00) or, regardless of the estimated cost, which affects columns, slabs roof or HVAC, shall be made under the supervision of a licensed architect and/or engineer in accordance with Tenant's Plans.

59.04 Tenant shall furnish Landlord with the names and addresses of all contractors and copies of all contracts with such contractors, and obtain Landlord's prior written approval to the use of such contractors, not to be unreasonably withheld, conditioned or delayed.

59.05 Prior to commencing any work, Tenant shall obtain at its own cost and expense and provide Landlord with all necessary permits evidencing compliance with the requirements of all statutes and regulations of the State of New York or any municipality with jurisdiction over the Building or any department or any agency thereof.

59.06 Prior to commencing any work, Tenant shall provide Landlord with certificates of insurance evidencing Tenant's or Tenant's contractor's maintenance of the insurance required under this lease. All such certificates of insurance shall name the Landlord and managing agent as an "additional insured party."

59.07 Tenant hereby agrees to protect, defend, indemnify, and hold Landlord harmless from all personal injury and property damage claims that may arise out of or in



connection with such maintenance, repairs, replacements, alterations, improvements, or additions, unless such injury, damage or claim has arisen directly due to the Landlord's action or omission.

59.08 Tenant shall promptly pay all costs and expenses for Tenant's Work and such work shall be free of liens for labor and material expended and used. Tenant's Work shall comply with all insurance requirements and with the requirements of all statutes and regulations of the State of New York or any municipality with jurisdiction over the Building, or of any department or agency thereof. Tenant's Work shall be constructed in a good and workmanlike manner and only good grades of material shall be used.

59.09 Tenant's Work, including, but not limited to, wall coverings, carpeting and other floor coverings, special lighting installations, built-in or attached shelving, bars, cabinetry and mirrors, made by Landlord or Tenant in or upon the Premises, shall become Landlord's property and shall remain upon the Premises at the termination of this Lease by lapse of time or otherwise without compensation to Tenant (excepting only Tenant's movable office furniture, trade fixtures, and office equipment).

59.10 None of Tenant's Work, whether temporary or permanent in character shall (1) adversely affect or change the structural integrity of the Building, (2) adversely affect change the exterior appearance of the Building, and (3) adversely affect or change the plumbing, electrical, heating system and/or any other system of the Building unless Tenant shall have (i) submitted to Landlord for its written approval accurate dimensioned working drawings and specifications therefore, and (ii) obtained Landlord's written approval of such drawing and specifications, which approval shall not be unreasonably withheld or delayed.

59.11 If the performance of Tenant's Work shall cause damage to or otherwise interfere with the occupancy of adjacent buildings, Tenant shall upon Landlord's demand remedy or remove the condition or conditions complained of. Tenant further covenants and agrees to indemnify and save Landlord harmless from and against any and all claims, losses, damages, costs, expenses, suits and demands whatsoever made or asserted against Landlord by reason of the foregoing.

59.12 Intentionally Omitted.

59.13 Tenant shall be permitted to seek and obtain financing for its Alterations and Improvements, however, no mortgage and/or other lien may be filed against the Premises in connection with any such financing.



## 60. Assignment and Subletting

60.01 For the purpose of this Lease, the term "assignment" shall not be deemed to include the sale, assignment or transfer of the majority of the membership of the Corporation, Limited Liability Company or other entity, provided that in any such event, the successor to Tenant is an affiliate of Tenant and/or the principal of Tenant in which said principal holds a majority interest in said affiliate and (2) proof satisfactory to Landlord of the foregoing shall have been delivered to Landlord at least ten (10) days prior to the effective date of any such transaction.

60.02 Except as provided in Articles 60.01 and 60.02 and hereinafter specified, Tenant shall not, without the prior written consent of Landlord (i) assign this Lease or any part thereof or any interest hereunder except that in no event shall any assignment of this Lease be made until the expiration of the second (2<sup>nd</sup>) anniversary of the Commencement Date, prior to which Landlord may withhold its consent to any assignment in Landlord's sole and absolute discretion; in this connection the subletting of more than 75% of the Premises to one or more subtenants shall be deemed an assignment of this Lease (ii) permit any assignment of this Lease or any part thereof by operation of law; (iii) sublet the Premises or any part thereof; or (iv) permit the use of the Premises or any part thereof by any parties other than Tenant, its agents, and its employees. Tenant shall, by notice in writing, advise Landlord of its intention from, on and after a stated date (which shall not be less than fifteen (15) days after the date of Tenant's notice), to assign this Lease or any part thereof or to sublet any part or all of the Premises for the balance or any part of the Term. Tenant's notice shall include all of the terms of the proposed assignment or sublease (whether contained in such assignment or sublease or in separate agreements) and shall state the consideration therefor. Tenant's notice shall state the name and address of the proposed assignee or subtenant and a true and complete and fully executed copy of the proposed assignment or sublease, and any and all other agreements relating thereto, shall be delivered to Landlord with Tenant's notice.

60.03 Any subtenant or assignee shall agree in a form satisfactory to Landlord to comply with and be bound by all of the terms, covenants, conditions, provisions, and agreements of this Lease to the extent of the space sublet or assigned, and Tenant shall deliver to Landlord promptly after execution an executed copy of each such sublease or assignment and an agreement of compliance by each such subtenant or assignee. Tenant agrees to pay to Landlord, on demand reasonable legal, architectural and any other professional fees incurred by Landlord in connection with any request by Tenant for Landlord to consent to any assignment or subletting by Tenant. Any sale, assignment, mortgage, transfer, or subletting of this Lease that is not in compliance with the provisions of this Article shall be of no effect and void.

60.04 If this Lease be assigned, sublet, or if the Premises or an part thereof be underlet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect



rent from the assignee, under-tenant, or occupant, and apply the net amount collected to the rent herein reserved without being deemed a waiver of the provisions herein. Further, the acceptance of rent from any assignee, under-tenant, or occupant shall not create a landlord-tenant relationship between Landlord and such assignee, under-tenant, or occupant.

60.05 Landlord's consent of any assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any future assignment or subletting. Simultaneously with the assignment of this Lease, (i) the Base Rent shall automatically increase by \_\_\_\_\_, unless such assignment is to a Permitted Entity as particularly described in Section 60.14; and (ii) any such assignee, whether or not a Permitted Entity, shall be responsible for Landlord's reasonable legal fees in connection therewith.

60.06 No sublease or assignment shall be valid, and no assignee or subtenant shall take possession of the Premises until an executed counterpart of the applicable sublease or assignment has been delivered to Landlord. Each sublease shall provide that it is subject and subordinate to this Lease.

60.07 Any assignment or transfer, made with Landlord's consent, shall be made only if, and shall not be effective until, the assignee shall execute, acknowledge and deliver to Landlord an agreement in form and substance satisfactory to Landlord whereby the assignee shall assume the obligations of this Lease on the part of Tenant to thereafter be performed or observed and whereby the assignee shall agree that the provisions herein shall, notwithstanding such assignment or transfer, continue to be binding upon it in respect of all future assignments and transfers. The original named Tenant covenants that, notwithstanding any assignment or transfer, whether or not in violation of the provisions of this Lease, and notwithstanding the acceptance of annual Base Rent and/or additional rent by Landlord from an assignee, transferee, or any other party, the original named Tenant shall remain fully liable for the payment of annual Base Rent and additional rent and for the other obligations of this Lease on the part of Tenant to be performed or observed, until such time as a principal of any successor tenant has executed a personal guaranty in substantially the form of the guaranty executed in connection herewith as set forth below.

60.08 If the purchaser, assignee or transferee is not an individual, the principal(s) of such new tenant entity must execute (i) one (1) good guy guaranty, in the form attached to this lease as Exhibit B; and (ii) such purchaser, assignee or transferee shall provide Landlord with additional security such that Landlord shall hold at all times three (3) months security pursuant to the remainder of the term of this Lease.

60.09 The liability of Tenant and any immediate or remote successor in interest of Tenant and the due performance of the obligations of this Lease on Tenant's part to be performed or \_\_\_\_\_

observed shall not be discharged, released or impaired in any respect by any agreement or stipulation made by Landlord extending the time of, or modifying any of the obligations of, this Lease, or by any waiver or failure of Landlord to enforce any of the obligations of this Lease unless otherwise permitted by this lease.

60.10 The listing of any name other than of Tenant, whether on the doors of the Premises or the Building directory, or otherwise, shall not operate to vest any right or interest in this Lease or in the Premises, nor shall it be deemed to be the consent of Landlord to any assignment or transfer of this Lease or to any sublease of the Premises or to the use or occupancy thereof by others.

60.11 No assignment and/or sublet shall vary from the usage of the Premises as per the Lease unless otherwise permitted by this lease.

60.12 Owner shall have the following options, exercisable by written notice to Tenant within thirty (30) business days after Tenant's aforesaid request for Owner's consent and the furnishing of all requested information:

- (a) Owner may require Tenant to execute an assignment or sublease to Owner or to anyone designated by Owner on the same terms as the proposed assignment or sublease without payment of any premium therefore;
- (b) Owner may elect to terminate Tenant's Lease on the effective date of the proposed assignment or sublease, and Owner shall execute and deliver an instrument releasing and discharging the Tenant from all obligations under this Lease accruing after the effective date of such proposed assignment or sublease, and Tenant shall vacate and surrender possession of the entire Demised Premises in accordance with the Lease on or before said effective date.

60.13 If the Owner shall give its consent to any assignment of this Lease or to any sublease, Tenant, in consideration therefore, shall pay to Owner, as additional rent:

- (a) In the case of an assignment, an amount equal to [REDACTED] of all sums and other considerations paid to Tenant by the assignee for or by reason of such assignment (including, but not limited to, sums paid for the sale of Tenant's fixtures, leasehold improvements, equipment, furniture, furnishings or other personal property, less, in the case of a sale thereof, the then net appreciated cost thereof determined on the basis of Tenant's Federal income tax returns; and [REDACTED]

(b) In the case of a sublease, f [REDACTED] of any rents, additional charges or other consideration payable under the sublease and related agreements to Tenant by the subtenant which is in excess of the fixed annual rent and additional rent accruing during the term of the sublease pursuant to the terms of this Lease (including, but not limited to, sums paid for the sale or rental of Tenant's fixtures, leasehold improvements, equipment, furniture or other personal property, less, in the case of the sale thereof, the then appreciated cost thereof determined on the basis of Tenant's Federal income tax returns).

60.14 Notwithstanding any contrary provision of this Lease, Tenant will have the right to assign or sublease the Premises to the State of New York or any executive agency or public benefits corporation of New York State that specializes in disaster relief and recovery efforts without Landlord's consent (a "Permitted Entity"), without Landlord's right to participate in any "profits" and free from any claimed recapture right of Landlord, subject to the following limitations. In no event shall a Permitted Entity include any proposed assignee or subtenant (i) whose agency function would involve substantially more visitors to the Premises than Tenant; and (ii) any agency that cannot fully comply with Section 47 of this Lease.

#### **61. Additional Remedies (Supplementing Article 18).**

61.01 If Tenant shall issue a check to Landlord which is returnable for any reason, Tenant shall pay Landlord an additional charge of \$250.00 for Landlord's expense in connection therewith.

61.02 It is agreed that the rental under this Lease is due and payable in equal monthly installments in advance on the first day of each month during the entire Lease term. In the event that any monthly installment of rent, or any other payment required to be made by the Tenant under this Lease shall be overdue, a late charge of \$.02 for each dollar so overdue may be charged by the Landlord for each month, or fraction of each month, from its due date until paid, for the purpose of defraying the expenses incurred in handling the delinquent payments. No late charges shall be applied until five (5) days after the due date.

#### **62. Guaranty.**

The form of guaranty attached to this Lease as Exhibit B shall be executed solely under the circumstances provided in Section 60.07 and Section 60.08 of this Lease.

#### **63. Miscellaneous.**

63.01 Tenant hereby agrees to indemnify and save Landlord harmless against all costs, expenses, claims, losses or liability resulting from delay by Tenant in surrendering the Premises

[REDACTED]

upon the expiration or earlier termination of this Lease, (Tenant's Holdover) including without limitation (i) any payment or rent concession which Landlord may be required to make to any tenant obtained by Landlord for all or any part of the Premises in order to induce such tenant not to terminate its lease by reason of the holding-over by Tenant and (ii) the loss of the benefit of the bargain if any such tenant shall terminate its lease by reason of the holding-over by Tenant and (iii) any claims made by any succeeding tenant founded on such delay. Such indemnity shall survive the expiration or earlier termination of this Lease.

63.02 Tenant agrees that losses to Landlord resulting from Tenant's Holdover will be very substantial, exceed the amount of Base Rent as adjusted and additional rent payable hereunder and be difficult of accurate measurement. Therefore, if Tenant shall fail to vacate and surrender the Premises as required hereunder, it shall be deemed a holdover Tenant on a month-to-month basis at a fixed monthly rent equal to [REDACTED] times the monthly rate of all Base Rent as an adjusted additional rent payable for the last month of the term hereof. The collection of the aforesaid rent shall not act to limit Landlord's rights to institute summary proceedings to obtain possession or pursuant to this Article 62 or in the Lease or at law, but any such rent collected will be non-refundable and shall be applied against any such damages.

63.03 The square footage of the Premises as described below is **APPROXIMATE ONLY** and Landlord and Tenant hereby agree that (i) Tenant has had adequate opportunity to inspect the square footage of the Premises; (ii) the square footage calculation shall not be deemed a representation of Landlord nor has Tenant relied on such calculation; and (iii) Tenant hereby waives any cause of action, either at law or equity, with respect to the square footage calculation presented herein. Further, Tenant acknowledges and agrees that the cross-hatched markings with solid black perimeter on the diagram of the Premises annexed hereto as Exhibit A indicate the location of the space involved and is not meant to be a representation of the actual size and location of the space involved. Tenant has had the opportunity to and has made such inspection of the Premises as Tenant deems necessary.

2nd Floor:	
C5 / 201:	2,460 square feet
C2 / 205:	847 square feet
C1 / 206:	1,456 square feet
<u>Total 2<sup>nd</sup> Floor:</u>	<u>4,763 square feet</u>
<u>1st Floor:</u>	<u>1,000 square feet</u>



63.04 The Article headings herein are only for convenience and are in no way to be construed as a part of the agreement or as a limitation on the scope of any provision thereof.

63.05 For purposes of this Lease, whenever the words "include", "includes", or "including" are used, they shall be deemed to be followed by the words "without limitation" and, whenever the circumstances or the context requires, the singular shall be construed as the plural, the masculine shall be construed as the feminine and/or the neuter and vice versa. This Lease and any provisions therein shall be interpreted and enforced without the aid of any presumption, canon, custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provision in question.

63.06 In any plenary action to recover any rent, use and occupancy or other charges due under the lease or any extension, renewal, or holdover thereof; personal service of any summons and complaint or process is waived by Tenant and Tenant agrees that service thereof by certified mail to Tenant at the leased premises and to 38-40 State Street, Albany, New York 12207 shall be sufficient.

#### **64. Option to Renew.**

64.01 Provided that Tenant is not in default of the Lease and has not been in default at any period during the Lease, Tenant shall have two (2) separate options to extend the Term of the Lease (each an "Option to Renew"). Each Option to Renew shall extend the lease term for a period of one (1) year, to be exercised separately and in accordance with the provisions of this section. The extended lease term resulting from exercise of either Option to Renew shall be referred to as the "Renewal Term" and, if exercised, shall constitute part of the Term. If Tenant elects to exercise either Option to Renew, Tenant shall give Landlord written notice of its intention to do so no earlier than twelve (12) months but no later than six (6) months prior to the expiration of the Term. To constitute effective notice of an intention to exercise an option under the Lease, the notice must be given pursuant to Article 28 hereof.

64.02 The Base Annual Rent for the Renewal Term shall be as set forth on Exhibit E attached hereto.

64.03 The Tenant's right to exercise the Option to Renew is subject to the following: (a) Tenant shall be in actual occupancy and its business operational at the Premises during the entirety of the Term; (b) Tenant shall not be in default of the Lease at the time it exercises the option or at any point during the Term; (c) Tenant shall not have assigned or sublet this lease in whole or in part (except as provided in Section 60.14), whether or not such assignment is approved by the Landlord.



64.04 Unless modified in writing or by a renewal, the obligations of the parties under the renewal term shall be in accordance with the terms of this Lease, except for the payment of rent or additional rent during the Renewal Term. All monthly installments of Base Annual Rent and additional rent shall be payable on or before the first day of each and every calendar month of the Renewal Term. Payment of additional rent shall be exclusive of the Base Annual Rent and shall continue to be paid with the monthly installment of Base Annual Rent, and shall be subject to the same terms and conditions as provided during the initial Term of the Lease.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



IN WITNESS WHEREOF, Landlord and Tenant have respectively executed this Lease as of the day and year first above written.

**LANDLORD:**

147 WEST MERRICK ROAD ASSOCIATES

BY: CITI-URBAN MANAGEMENT CORP., AS  
AGENT

By: 

Name: Joshua Halegua

Title: Authorized Signatory

**TENANT:**

HOUSING TRUST FUND CORPORATION

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

Name: Matthew Nelson

Title: Authorized Signatory



IN WITNESS WHEREOF, Landlord and Tenant have respectively executed this Lease as of the day and year first above written.

**LANDLORD:**

**147 WEST MERRICK ROAD ASSOCIATES**

**BY: CITI-URBAN MANAGEMENT CORP., AS  
AGENT**

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

Name: Joshua Halegua

Title: Authorized Signatory

**TENANT:**

**HOUSING TRUST FUND CORPORATION**

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

Name: Matthew Nelson

Title: Authorized Signatory

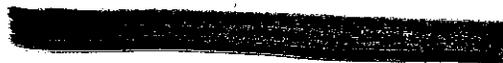


Exhibit A

DESCRIPTION OF PREMISES

**REDACTED**

# REDACTED

simplex 212.956.2078 STUDIO, LTD	DRW: JP	PROJECT:	147 West Merrick Road AS BUILT SECOND FLOOR	2
	SCALE: 1/16" = 1'-0"	DATE: 11.01.10		

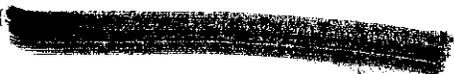


Exhibit B

**GUARANTY OF LEASE** dated as of [ ] from [GUARANTOR], in favor of [ ], its successors and/or assigns, with respect to an Agreement of Lease (the "Lease") dated as of [ ] between [ ], as Landlord ("Owner" or "Landlord"), and [ ] as Tenant ("Tenant") as more particularly described in the Lease (the "Demised Premises"), in the building known as and by the street number [ ], New York, New York.

FOR VALUE RECEIVED, and in consideration for and as a material inducement to Owner to enter into the Lease with Tenant, the undersigned [GUARANTOR] (the "Guarantor"), the owner of a substantial interest in Tenant, hereby unconditionally and absolutely guarantees to Landlord: the full performance of all obligations and covenants under the Lease, including but not limited to the full, due and timely payment of all "Base Annual Rent" (as such term is defined in the Lease), additional rent, use and occupancy charges and all other sums which shall be payable by Tenant to Landlord pursuant to the Lease for the entire period in which Tenant or any related tenant in which Guarantor has a beneficial interest or sub-tenant or assignee of Tenant ("Original Tenant") shall be the actual tenant-in-possession of the Demised Premises (collectively, the "Guaranteed Obligations"); provided, however, that it is expressly understood and agreed by Landlord that Guarantor shall not be liable pursuant to this Guaranty for any Guaranteed Obligations for any period commencing after the Original Tenant has, either voluntarily or pursuant to court order or judgment, physically vacated and surrendered legal possession of the Demised Premises to Landlord.

The purpose of this Guaranty is to assure Landlord (and Landlord's successor and assigns) that the payment of all rent and additional rent (including, but not limited to, Base Annual Rent and additional rent for any and all damages, costs, fees and expenses) accruing under the Lease through the Surrender Date shall be made by the Guarantor if the same is not paid by Tenant. The "Surrender Date" means the date on which Tenant has:

- (i) given Landlord possession of the Demised Premises broom clean and free of all liens, claims, damages, occupants and personal property and otherwise in the condition required under the Lease as if it was the date expiration of the term of the Lease;
- (ii) paid all Base Annual Rent and additional rent for any and all other charges accrued under the Lease through the last day of the month in which the Surrender Date shall occur; and
- (iii) an effective instrument of surrender of the Demised Premises has been signed and delivered by Tenant to Landlord (without prejudice to Landlord's rights to recover from Tenant the Base Rent and any and all additional rents for the unexpired balance of the term of the Lease as provided in the Lease) in form satisfactory to Landlord on at least one hundred eighty (180) days prior written notice.

Nothing contained herein or in any such instrument shall relieve Tenant of liability to Landlord at any time (whether before or after the Surrender Date), and any liability of the Guarantor for any claims of Landlord against Tenant arising under the Lease on or before the

Surrender Date shall survive the Surrender Date. The foregoing notwithstanding, in no event shall the Surrender Date occur prior to the date that Landlord has collected twenty-four (24) months of Base Rent and additional rent.

Guarantor hereby expressly waives notice of acceptance of this Guaranty and any and all notices and demands of every kind and description which may be required to be given by any statutory rule of law.

Notwithstanding anything contained herein to the contrary, the obligations and liabilities of Guarantor hereunder shall not be impaired, abated, deferred, diminished, modified or otherwise affected by: (a) any termination, amendment, modification of or addition to or supplement to the Lease; (b) any modification, compromise, settlement, release, adjustment, waiver or extension of the obligations or liabilities of Tenant under the Lease; (c) any waiver, consent, indulgence, forbearance, lack of diligence, action or inaction on the part of Landlord in enforcing the obligations of Tenant or Guarantor or other parties in connection with the Lease or this Guaranty or in realizing on any collateral for any obligation of Tenant under the Lease; (d) any default by Tenant under the Lease; (e) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation, rehabilitation or other proceeding for the relief, liquidation or rehabilitation of debtors (each of which is referred to herein as an "Insolvency Proceeding" regardless of whether the insolvency of the subject of such proceeding is a prerequisite to the commencement thereof) involving or affecting Tenant; (f) any limitation on or release, impairment, abatement, deferral, diminution, modification or discharge of the obligations or liabilities of Tenant in or as a result of an Insolvency Proceeding; (g) any stay or other provision of law or court order in an Insolvency Proceeding delaying, limiting or prohibiting performance or enforcement of any obligation of Tenant; (h) any claim, counterclaim, cause of action, offset, recoupment or other right or remedy which Tenant may at any time have against Landlord; (i) any assignment, conveyance, extinguishment, merger or other transfer, voluntary or involuntary (whether by operation of law or otherwise) of all or any part of the interest of Tenant in the Lease; or (j) any action taken or omitted to be taken by or on behalf of Landlord in accordance with the Lease and in respect of the Premises, whether or not Guarantor shall have notice or knowledge thereof.

This Guaranty is an absolute, present, primary, continuing, irrevocable, unlimited and unconditional guaranty by Guarantor of the Guaranteed Obligations. Guarantor agrees that this Guaranty may be enforced by the Owner and its successors and/or assigns without the necessity of, at any time, resorting to or exhausting any other security or collateral or remedy, and without the necessity at any time of having recourse to the Tenant, and Guarantor does hereby expressly waive the right to require the Owner to pursue any other remedy or enforce any other right. Successive recoveries may be had hereunder. No invalidity, irregularity, or unenforceability of all or any part of the Lease shall affect, impair, or be a defense to this Guaranty and this Guaranty shall constitute a primary obligation of Guarantor. No delay on the part of Owner in exercising any of its options, powers or rights, or partial or single exercising thereof, shall constitute a waiver hereof.

Guarantor agrees that if Tenant becomes insolvent or shall be adjudicated a bankrupt or shall file a petition for reorganization, arrangement or similar relief under any present of future

provision of the United States Bankruptcy Code or if such petition is filed by creditors of Tenant, or if Tenant shall seek a judicial readjustment of the rights of creditors under any present or future Federal or State law, or if a receiver of all or any part of the property and assets of Tenant is appointed by any Federal or State court, Guarantor's obligations under this Guaranty may nonetheless be enforced against Guarantor by specific performance, suit or damages, or by any other appropriate proceeding at law or in equity.

The exercise of any rights of any trustee or receiver in any of the proceedings referred to in the immediately preceding sentence, shall not affect Guarantor's obligations hereunder, or create in Guarantor any set off against such obligations, or any claim against Owner, and Guarantor hereby expressly waives any and all rights to assert anything to the contrary.

Guarantor agrees that this Guaranty shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment is made by Tenant or Guarantor to Landlord and such payment is rescinded or must otherwise be returned by Landlord upon insolvency, bankruptcy, liquidation, reorganization, readjustment, composition, dissolution, receivership, conservatorship, dividing up or other similar proceeding involving or affecting Tenant or Guarantor, all as though such payment had not been made.

This Guaranty shall inure to the benefit of Landlord and its successors and assigns and shall be binding upon the successors, assigns, heirs, executors, administrators and personal representatives of each Guarantor.

If at any time a default occurs under the Lease and is continuing after the giving of any required notice and the expiration of any applicable cure period, Landlord may at its option, without waiver of such default and without release of Tenant, by written notice to Guarantor, require Guarantor to cure such default.

Guarantor shall reimburse Landlord, from time to time within fifteen (15) days after written demand by Landlord, for all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by or on behalf of Landlord in enforcing the obligations and liabilities of Guarantor hereunder. Any sums not paid when due under this paragraph shall bear interest at the rate of eighteen (18%) percent per annum, compounded monthly, from the date of demand by Landlord until paid.

**GUARANTOR HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING BROUGHT BY OWNER AND/OR ITS SUCCESSORS AND/OR ASSIGNS ON THIS GUARANTY, ANY AND EVERY RIGHT GUARANTOR MAY HAVE TO (I) INJUNCTIVE RELIEF, (II) A TRIAL BY JURY, (III) INTERPOSE ANY COUNTERCLAIM THEREIN (OTHER THAN A COUNTERCLAIM WHICH WILL WAIVED IF NOT RAISED) AND (IV) HAVE THE SAME CONSOLIDATED WITH ANY OTHER OR SEPARATE SUIT.**

This Guaranty and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of New York (without giving effect New York's principles of conflicts of law). Guarantor hereby irrevocably submits to the non-exclusive jurisdiction of any State or Federal Court sitting in The

City of New York over any suit, action or proceeding arising out of or relating to this Guaranty, and Guarantor agrees and consents that, in addition to any methods of service of process provided for under applicable law, all service of process in any such suit, action or proceeding in any State or Federal court sitting in The City of New York may be made by certified or registered mail, return receipt requested, directed to Guarantor at the address indicated below, and service so made shall be complete upon receipt. The inability to deliver such service of process because of a change of address of which no notice was given, or rejection or refusal to accept any such service of process offered for delivery, shall in all such cases be deemed attempted delivery.

In the event any provision of this Guaranty shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but this Guaranty shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.



IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first above written.

**GUARANTOR:**

\_\_\_\_\_  
[                    ]  
Residence of Guarantor:  
[                    ]  
Social Security Number  
of Guarantor: [           ]

STATE OF NEW YORK    )  
                                  ) ss.:  
COUNTY OF NEW YORK )

On the [ ] day of [ ] in the year [ ], before me, the undersigned, a Notary Public in and for said State, personally appeared [ ], personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC



Exhibit CLANDLORD'S WORK1<sup>st</sup> Floor:

- Install a handicap ramp to the door of the suite they will be renting on the first floor;
- Make the downstairs half bath Americans with Disabilities Act compliant;
- Put up two walls in the first floor suite, one in the office with a 36" door, and the other in the hallway before the AC unit, together with a 36" door;
- Spackle and paint all work that is done; and
- Remove pantry in first floor office.

2<sup>nd</sup> Floor:

- Suite C5 – Remove the kitchen cabinets and close up the wall and install a door so that it becomes a usable office;
- C2 – No work will be done;
- Second Floor Suites – Repair damaged walls, replace stained ceiling tiles, fix broken windows; and
- Have all of the carpets professionally cleaned.

**All of the above work shall be performed to conform to the general look and feel of the Premises using the same quality of materials.**



Exhibit D

**TENANT'S WORK**

**NONE**



Exhibit E

Schedule of Base Rent

Year	Monthly Rent	Annual Rent
Rent Commencement Date through day prior to first anniversary of Rent Commencement Date	[REDACTED]	[REDACTED]
First anniversary through date prior to second anniversary of Rent Commencement Date	[REDACTED]	[REDACTED]
Second anniversary through date prior to third anniversary of Rent Commencement Date	[REDACTED]	[REDACTED]
<b>If first one (1) year option exercised as described in Article 64:</b>		
Third anniversary through date prior to fourth anniversary of Rent Commencement Date	[REDACTED]	[REDACTED]
<b>If second one (1) year option exercised as described in Article 64:</b>		
Fourth anniversary through date prior to fifth anniversary of Rent Commencement Date	[REDACTED]	[REDACTED]

\*The above escalations represent a [REDACTED] percent [REDACTED] increase from year to year.

[REDACTED]

SECOND RIDER TO LEASE BETWEEN 147 WEST MERRICK ROAD ASSOCIATES, AS OWNER AND HOUSING TRUST FUND CORPORATION, AS TENANT

- A. Paragraph 3 of the printed form of lease (the "printed form") is modified to provide that (i) Owner's consent to Tenant alterations will not be unreasonably withheld or delayed and no consent will be required for any alterations of a purely decorative nature (floor covering, wall covering or window treatments); and (ii) Tenant's time to discharge mechanic's liens will run from when Tenant is notified of the filing thereof and not from the date of filing and its obligation to cure mechanic's liens will exclude any lien filed by a lienor who provides Owner's Work. Additionally, the word "reasonably" is inserted before the word "require" at the end of the second sentence of such paragraph.
- B. Paragraph 3 of the printed form is further supplemented to insert the phrase "reasonable wear and tear and damage by casualty or condemnation and work which is Owner's obligation excepted" following the word "removal" in the penultimate sentence of the paragraph.
- C. Paragraph 4 of the printed form is modified to add the following text at the beginning of the existing paragraph: "Owner will make repairs and improvements as necessary to keep in good order and condition the Building (including all common areas), and all building facilities and systems, including, without limitation, the electrical, heating, ventilating, air conditioning, sprinkler, elevator, plumbing and other systems which affect, are connected to or service the demised premises; provided, however, that Owner will not be required to make any repairs to Tenant's trade fixtures, or any decorations, alterations, additions or improvements installed by Tenant, or to make any repairs necessitated by the negligence, act or omission of Tenant, its agents, employees or invitees. Except as provided in the foregoing sentence,"
- D. Paragraph 4 of the printed form is also modified (i) to delete the phrase "using only the contractor for the trade or trades in question, selected from a list of at least two contractors per trade submitted by Owner"; and (ii) to provide that when "other repairs in or to the building or the facilities and systems thereof for which Tenant is responsible shall be performed by Owner at the Tenant's expense", the expense will be commercially reasonable and (iii) to provide that Owner's maintenance obligation for the Property will include, without limitation, the curbcuts, driveways, parking areas and sidewalks of the Property and for snow and ice removal from the common areas of the Property in accordance with Owner's standards.
- E. Paragraph 6 of the printed form is modified to change all references to "Tenant's use or manner or use thereof" to refer to "Tenant's **particular** use or manner or use thereof" to delete the words "whether or not" from the first sentence and to provide that the company issuing a surety bond will be "reasonably" satisfactory to Owner.
- F. Paragraph 7 of the printed form is modified to provide that Owner represents to Tenant that there is no ground lease in effect with respect to the Property as of the date of this Lease.
- G. Paragraph 7 of the printed form is supplemented by inserting the following text at the end of the existing text: "Notwithstanding the foregoing Owner will use commercially
- 

reasonable efforts to obtain a non-disturbance agreement from any mortgagee of the premises. Reasonable efforts to obtain a non-disturbance agreement will be deemed satisfied by Owner's delivery of a written request to any mortgagee for such non-disturbance agreement."

H. Paragraph 9 of the printed form is supplemented to insert the phrase "for the conduct of Tenant's business or materially inaccessible" in each instance where there is a reference to demised premises being rendered partially or wholly unusable.

I. The following text is inserted at the end of the text of paragraph 9 of the printed form:

(g) If Owner does not complete the repairs required of Owner under this Article 9 within six (6) months after the date of the subject damage, subject to an extension of such time period, not to exceed three (3) months, on a day for day basis for each day that Owner is not able to so complete the subject repairs due to reasons beyond the reasonable control of Owner [e.g., force majeure, strike(s) interference by governmental authority] (provided Owner notifies Tenant of such delays within fifteen (15) business days after Owner learns of their occurrence, and if Owner fails to so notify Tenant of any such delay, then the period of such delay as to which Tenant is not so notified shall be deemed not to extend such time period), Tenant may terminate this Lease provided Tenant gives Owner thirty (30) days prior written notice of Tenant's exercise of said right on the part of Tenant to so terminate this Lease. Such written notice by Tenant must be given to Owner within thirty (30) days after the end of Owner's period provided above in this clause (g) to complete the subject repair.

J. Intentionally Omitted.

K. Paragraph 13 of the printed form is modified to provide that when performing work in the demised premises, Owner will exercise reasonable diligence in order to minimize interference with Tenant's business operations in the demised premises, but Owner will not be required to perform the same on an overtime or premium pay basis, unless Tenant agrees in writing, in advance, to reimburse Owner for the difference between the normal, full-time pay basis and the performance of same on such overtime or premium pay basis, and the performance of the work on such overtime or premium pay basis is available to Owner and is reasonably practicable.

L. Intentionally Omitted.

M. Paragraph 16 of the printed form is supplemented to provide that the commencement, in the case of bankruptcy under the laws of any state naming Tenant as the debtor, will be a default where such case is commenced involuntarily, i.e., against and not by Tenant, and is not dismissed within 90 days from commencement.



N. Paragraph 17 of the printed form of lease is supplemented to insert "and such default continues uncured beyond the applicable period of notice or grace," in the final sentence of the paragraph before the phrase "Owner may cancel and terminate such renewal...."

O. Paragraph 18 of the printed form of lease is supplemented to provide that Owner agrees to use commercially reasonable efforts to mitigate Tenant's damages. Owner will be deemed to have complied with its obligation to mitigate if it uses commercially reasonable efforts to re-let the demised premises, including listing it for rental with a qualified broker, and will not be required to give priority to leasing the demised premises over other available vacant space in the Building.

P. Paragraph 20 of the printed form is modified to provide that Owner may not change such arrangements if the change materially affects the location of the existing separate entry to the demised premises, unless such change is pursuant to law or legal requirement and no commercially practicable alternative exists.

Q. In paragraph 25 of the printed form, the word "Owner" in the first line is replaced with "either party".

R. In paragraph 27 of the printed form, the phrase; "Except for any provisions in this lease expressly providing to the contrary, [t]his" is inserted before the existing text.

S. Paragraph 28 of the printed form is modified to permit notices to also be sent by reputable national overnight courier (such as FedEx, United States Express Mail or DHL). A notice so delivered will be deemed to have been given, rendered or made on the day so delivered.

T. Paragraph 29 (c) of the printed form is supplemented by inserting "cleaning, drinking and" before "ordinary lavatory purposes" and by inserting the following text at the end of the existing text: "The same will be done in a manner calculated to minimize inconvenience to Tenant and with reasonable diligence. Owner will provide Tenant with line listings reasonably sufficient for Tenant on the Building's directory. All initial listings will be at the cost of Owner. Any subsequent listings will be at Tenant's cost, which cost will be at the same rates charged, from time to time, to other tenants of the Building. Subject to Owner's reasonable security regulations, the demised premises will be accessible 24 hours a day, 7 days a week."

U. Paragraph 30 of the printed form is modified to provide that no rule or regulation may change any express provisions of this Lease all future Rules and Regulations will be reasonable, will be effective only after written notice to Tenant.

V. Paragraph 34 of the printed form is modified to clarify that Owner's release from liability to Tenant for the return of the security will be effective only upon and to the extent of the actual transfer of the security.

W. Owner recognizes that Tenant's use of the demised premises is related to its administration of a federally-funded disaster recovery program (the Community Development Block Grant - Disaster Recovery or CDBG-DR program) and that Tenant's ability to pay the



Rent and Additional Rent is contingent on continuing CDBG-DR allocations for the leasing of the Premises and Tenant's continued compliance with the CDBG-DR program's rules and requirements. Accordingly, and notwithstanding anything herein, Owner agrees to make commercially reasonable efforts, at de minimis cost and expense to Landlord, to allow HTFC to claim the Rent and Additional Rent as an eligible CDBG-DR expense. Such commercially reasonable efforts include, but are not limited to, providing documents, receipts and invoices to assist with any audit requests, certifications Tenant is in compliance under the Lease, and other administrative responses from Landlord upon request from Tenant. The provisions of this Paragraph V will supersede any contrary provision of this Lease.

X. If and to the extent that any of the provisions of this Rider conflict or are otherwise inconsistent with any of the pre-printed provisions of this Lease, the word processed rider to the lease containing sections 37 through 64 or the Rules and Regulations attached to this Lease, the provisions of this Second Rider shall govern and predominate.

**OWNER:**

**147 WEST MERRICK ROAD ASSOCIATES**

**BY: CITI-URBAN MANAGEMENT CORP., AS  
AGENT**

By: \_\_\_\_\_  
Name: Joshua Halegua  
Title: Authorized Signatory

**TENANT:  
HOUSING TRUST FUND CORPORATION**

By: \_\_\_\_\_  
Name: Matthew Nelson  
Title: Authorized Signatory

Rent and Additional Rent is contingent on continuing CDBG-DR allocations for the leasing of the Premises and Tenant's continued compliance with the CDBG-DR program's rules and requirements. Accordingly, and notwithstanding anything herein, Owner agrees to make commercially reasonable efforts, at de minimis cost and expense to Landlord, to allow HTFC to claim the Rent and Additional Rent as an eligible CDBG-DR expense. Such commercially reasonable efforts include, but are not limited to, providing documents, receipts and invoices to assist with any audit requests, certifications Tenant is in compliance under the Lease, and other administrative responses from Landlord upon request from Tenant. The provisions of this Paragraph V will supersede any contrary provision of this Lease.

X. If and to the extent that any of the provisions of this Rider conflict or are otherwise inconsistent with any of the pre-printed provisions of this Lease, the word processed rider to the lease containing sections 37 through 64 or the Rules and Regulations attached to this Lease, the provisions of this Second Rider shall govern and predominate.

**OWNER:**

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**BY: CITI-URBAN MANAGEMENT CORP., AS  
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By: \_\_\_\_\_  
Name: Joshua Halegua  
Title: Authorized Signatory

**TENANT:  
HOUSING TRUST FUND CORPORATION**

By: \_\_\_\_\_  
Name: Matthew Nelson  
Title: Authorized Signatory

