

OFFICE LEASE

Landlord and Tenant agree to lease the Office in the Premises at the rent and for the term stated:

PREMISES: <u>700 Rockaway Turnpike, Lawrence, NY 11559</u>	OFFICE NO.: <u>Second floor</u>
LANDLORD: <u>5120 Private LLC</u>	TENANT: <u>Housing Trust Fund Corporation</u>
Date of Lease: <u>October 2013</u>	Annual Rent: \$ <u>[REDACTED]</u>
Lease Term: <u>Three Years</u>	Monthly Rent: \$ <u>[REDACTED]</u>
Commencement Date: <u>November 1, 2013</u>	Security Deposit: \$ <u>[REDACTED]</u>
Possession Date: <u>November 1 2013</u>	Termination Date: <u>October 31, 2016</u>

1. Use and Occupancy

Tenant shall only occupy and use the office no. referenced above (the "Office") for office use for administration of a federally-funded disaster recovery program.

2. Inability to Give Possession

The failure of Landlord to give Tenant possession of the Office on the Commencement Date shall not create liability for Landlord. In the event that possession of the Office is not delivered on the Commencement Date due to the holdover of a tenant, or, if a newly constructed building, a final or temporary certificate of occupancy has not been obtained, or for any other reason which is not due to Landlord's acts or negligence, the validity of this Lease shall not be affected. Monthly Rent hereunder shall begin on the date that possession of the Office is delivered to Tenant and shall be prorated for that portion of the month in which possession is delivered. The Termination Date shall in no event be extended if delivery of possession is delayed. If, with Landlord's permission and consent, Tenant is to occupy the Office or another office space prior to the Commencement Date, Tenant's occupancy is subject to all the terms, conditions and provisions of this Lease except for the payment of Rent and Additional Rent. The intent of this Paragraph is to constitute "...an express provision to the contrary..." contained in New York Real Property Law Section 223-a.

3. Rent

A. Tenant shall pay Monthly Rent in full on the first day of each month of the Lease. Monthly Rent shall be paid in advance with no notice being required from Landlord. Tenant shall not deduct any sums from the Monthly Rent unless Landlord consents thereto in writing.

Upon signing this Lease, Tenant shall pay Landlord the first Monthly Rent due and the Security Deposit. ~~The entire amount of rent due for the Lease Term is due upon signing this Lease; however, Landlord consents to the Tenant paying same in monthly installments provided there exists no defaults by Tenant under the terms of this Lease.~~

B. Additional Rent may include, but is not limited to any additional insurance premiums and/or expenses paid by Landlord which are chargeable to Tenant as stated hereinafter. Additional Rent is due and payable with the Monthly Rent for the next month after Tenant receives notice from Landlord that Additional Rent is due and payable.

4. Condition of Unit

Tenant acknowledges that Tenant is accepting the Office in its "as is" condition. Tenant further acknowledges that Tenant has thoroughly inspected the Office and has found the Office to be in good order.

5. Security

Tenant has deposited with the Landlord the Security Deposit to insure Tenant's compliance with all of the terms, provisions and conditions of this Lease. If Tenant is in default under any of the terms, conditions and provisions of this Lease, Landlord may apply the Security

Deposit, in whole or in part, to any sums Tenant owes Landlord, (including Rent and Additional Rent), that Landlord expended or may have to expend due to Tenant's default, including but not limited to damages or insufficiency of rent in re-renting the Office. Within ten (10) days of the Termination Date, provided Tenant has vacated the Office and is not in default under any of the terms, conditions and provisions of this Lease and the physical condition of the Office is acceptable to Landlord upon surrender, the Security Deposit will be returned to Tenant at an address Tenant provides to Landlord.

6. Services

Provided Tenant is not in default of any of the terms, conditions and provisions of this Lease, Landlord shall provide: (a) elevator services on business days from 8 a.m. to 6 p.m., and at all other times, provide one (1) elevator on call; (b) water for ordinary bathroom purposes, however, if Tenant uses water for any other purpose ~~or in high quantities~~ (which decision is in Landlord's sole judgment), a water meter may be installed by Landlord at ~~Tenant's~~ ^{Landlord's} cost and expense, the maintenance and repair of which shall be exclusively that of Tenant, and all charges for water consumption as shown by said meter shall be promptly paid by Tenant; (c) heat to the Office, on business days, as required by law; (d) if Landlord provides air conditioning, such air conditioning will be provided, on business days from 8 a.m. to 6 p.m., from May 15th to September 30th of each year and if Tenant requires air conditioning for other days and for other hours, Landlord will provide Tenant with same at Tenant's sole cost at the rates as per the rider attached (the "Services"). Tenant shall pay for Tenant's use of electricity in the Office directly with the utility company. Landlord reserves the right to interrupt the providing of the Services and other utilities, when Landlord deems it necessary for repairs, alterations, replacements or improvements to such Services or other utilities, the decision for such interruption and the length of such interruption shall be solely Landlord's.

7. Alterations

Absent Landlord's written consent, Tenant may make no alterations to the Office. With Landlord's written consent, Tenant, at Tenant's sole cost and expense, may make alterations, installations and improvements (the "Alterations") to the Office provided they are non-structural in nature, which do not affect the Services, utilities or other operations or services of the Premises and which are done by contractors and sub-contractors approved by Landlord in every instance. Before making Alterations, Tenant shall obtain all permits, approvals, certificates required by any and all municipal authorities or other agencies having jurisdiction of the Premises and the Alterations and upon receiving same, Tenant shall deliver duplicate or certified copies to Landlord of each and every one. Tenant shall carry and cause to be carried by each contractor and sub-contractor, workmen's compensation, general liability, personal and property damage insurance, in such amounts as Landlord requires, naming Landlord as insured and Tenant shall deliver evidence of such insurance to Landlord prior to

Tenant's commencing the Alterations. Should a mechanic's lien be filed against the Office and/or Premises, for work done or claimed to have been done or materials supplied for Tenant or to the Office, Tenant shall pay or cause to be paid or file a bond in the amount stated in the mechanic's lien within thirty (30) days of said filing at Tenant's sole cost and expense. Any installation of materials, fixtures and the like shall become the property of Landlord upon such installation and shall remain in the Office upon Tenant's surrender of same. ~~However, Landlord may relinquish such right of ownership to the installations by giving Tenant thirty (30) days written notice prior to the Termination Date of such relinquishment of ownership, in which event, they shall become Tenant's and must be removed upon the Termination Date.~~ Nothing herein is meant to give Landlord any ownership rights in and to Tenant's trade fixtures, office furniture and equipment which can be easily moved. Upon the Termination Date and surrender of possession of the Office, Tenant shall remove all personal property and installations to which Landlord's ownership interest has been relinquished and Tenant shall immediately restore and repair the Office to that condition existing on the Commencement Date. Any and all property of Tenant remaining in the Office after the Termination Date shall be deemed abandoned by Tenant and Landlord may either retain such abandoned property or may remove such abandoned property at Tenant's expense.

8. Maintenance and Repairs

Tenant shall maintain the Office in good condition. Tenant shall be responsible for any and all damage to the Office or any other part of the Premises resulting from Tenant's willful acts or negligence or the willful acts or negligence of Tenant's agents, employees, invitees or licensees or which may arise from any work done by or for Tenant or by Tenant's business operations. Tenant shall also be responsible for any damage to the Premises caused by Tenant's moving or removal of furniture, fixtures and/or equipment. Tenant shall only use contractor and/or sub-contractors for these repairs which have been approved by Landlord in every instance. In the event that Tenant fails or refuses to make said repairs, Landlord may do so at Tenant's expense which shall be Additional Rent. Landlord shall maintain in proper order and repair the exterior of the Premises as well as the common areas and the utilities servicing the Premises. Tenant shall give immediate notice to Landlord of any defect or interruption of service or condition. The responsibility of Tenant to pay Rent and Additional Rent shall not be reduced or abated by reason of injury to business or annoyance to employees of Tenant caused by repairs, alterations or improvements to the Premises or the Office. Likewise there shall be no liability on the part of the Landlord for such injury or annoyance as aforesaid. Should Landlord be in default under this Paragraph or any other Paragraph of this lease, Tenant's only remedy is to sue Landlord for breach of this Lease.

9. Window Cleaning

Tenant will not clean or caused to be cleaned any window in the Office from outside of the Office in violation of any of the provisions of the Labor Law or any law, provision or rule of any authority having jurisdiction thereof.

10. Damage, Fire or Other Casualty

In the case of fire damage or other damage to the Office not caused by Tenant, its agents, servants, employees, invitees and/or licensees, Tenant shall give Landlord immediate notice of same. (a) If the Office is partially damaged by fire or other casualty, Landlord shall repair the damage and the Rent and Additional Rent shall be apportioned from the day of the damage in relation to the portion of the Office that has been rendered unusable to the day that the Office has been repaired and is fully usable. (b) If the Office is totally damaged and rendered wholly unusable by fire or other casualty, Landlord has the right to either repair the damages or terminate the lease. (i) In the event that Landlord elects to repair the damages, Rent and Additional Rent shall be abated for the period of time from the date of occurrence of the damage to the date that Landlord notifies Tenant that the

Office can be re-occupied; (ii) In the event that Landlord elects to terminate this Lease, Landlord may do so upon giving Tenant notice of his intent to do so within the sooner of ninety (90) days of the occurrence of the damages or thirty (30) days from the date that the insurance claim is adjusted which notice shall set forth a date on which the Lease shall expire, which date shall not be more than sixty (60) days from the date of such notice and upon which date this Lease shall terminate and all obligations owed by Landlord and Tenant to each other shall cease and all obligations due shall be paid from one to the other. Should this Lease not be terminated, Landlord shall make all repairs in an expeditious manner subject to delays beyond the control of Landlord. Tenant shall cooperate fully with Landlord after such damage is incurred in all of Landlord's reasonable requests to remove undamaged items in the Office. Before making claim against the other for damages as a result of fire or other casualty, each party shall look first to their respective insurance carrier. To the extent permitted by law and by the respective insurance policies, Landlord and Tenant hereby release and waive rights of discovery with respect to the above against the other or any one claiming through them. If this condition can only be obtained by paying an additional premium, then the one benefiting from such waiver shall pay the additional premium upon ten (10) days written notice and the one obtaining such insurance coverage is free from any other obligation with respect to waiver of subrogation. Tenant acknowledges that Landlord shall not be obligated to carry any insurance for the benefit of Tenant with respect to Tenant's personal property, equipment, inventory or the like and agrees that Landlord is not obligated to repair any damage to them. The provisions of New York Real Property Law Section 227 are waived by both parties and the provisions of this Paragraph shall be controlling.

11. Loss, Damage, Indemnity

Landlord shall not be liable for any loss, damage or expense to any person or property of Tenant or to property of others given to employees of the Premises. Landlord shall also not be liable for any theft of or by other tenants or otherwise, nor for injury or damage to persons or property resulting from any cause whatsoever, unless due to the willful acts of Landlord, its agents, servants and/or employees. Landlord shall not be liable for damages caused by construction in or about the Premises. Landlord shall not be liable for any damages if the windows are permanently or temporarily closed, darkened, covered and Tenant shall not be entitled to any abatement or reduction in rent and Additional Rent as a result thereby nor shall same be grounds for Tenant's claim of eviction nor shall Tenant be released from any of the terms, conditions and provisions of this Lease. Tenant shall indemnify and hold Landlord harmless from all claims, liabilities, costs and expenses, including attorneys' fees, paid or incurred by Landlord as a result of any default by Tenant of the terms, conditions and provisions of this Lease for which Landlord is not covered or paid by insurance. In the event that an action or proceeding is brought against Landlord, Tenant, upon written notice from Landlord, will, at Tenant's sole cost and expense, retain counsel approved by Landlord to defend such action or proceeding.

12. Electricity

Tenant warrants that its use of electrical current will, at all times, not exceed the current capacity of the electrical service into the Premises, or the risers or wiring installation. Tenant will not use or cause to be used equipment which will overload the existing service and installations or interfere with other tenants' electrical service. Any change in the character or nature of electrical service to the Premises and/or to the Office shall not impose liability on the Landlord for any loss or damage sustained by Tenant as a result thereof.

13. Occupancy

Tenant shall not, at any time, use or occupy the Office in violation of or contrary to the permitted uses contained in the Certificate of Occupancy for the Premises and/or the Office. Tenant has fully inspected the Office and is accepting the Office in its "as is" condition subject to any work to be performed by either

party to this Lease on the Rider annexed hereto and designated Rider. Tenant has performed "due diligence" with respect to the Premises and accepts the Office subject to any and all violations, whether same are of record or not. Landlord makes no representations as to the condition of the Office except as specifically set forth herein and on the Rider to this Paragraph, if any.

14. Landlord's Alterations and Management

Landlord has the right to change the arrangement and/or location of entrances, hallways, passageways, doorways, doors, elevators, stairs or any other part of the Premises used by the general public, including toilets, and to change the name and/or number of the Premises. In the event that Landlord so changes as aforesaid, the same shall not constitute an eviction nor imposes any liability on Landlord for such election. Rent and Additional Rent shall not be diminished or abated in such event as a result of any inconvenience, annoyance or injury to Tenant's business and Landlord shall have no liability therefore. Landlord may impose rules for the access to the Premises by Tenant's social or business guests as Landlord deems proper and necessary for the security of the Premises and Tenant shall not have any claim against Landlord for any damages resulting therefrom.

15. Condemnation

If the whole or any part of the Premises and/or Office is taken by condemnation or otherwise by any governmental authority for public or quasi-public use, this Lease shall be terminated as of the date that title is vested pursuant to said proceeding and Tenant shall not have any claim for the value of the remaining portion of this Lease and Tenant assigns to Landlord Tenant's interest in any award. Nothing contained herein shall prevent Tenant from making an independent claim to the authority for allowable expenses.

17. Legal Requirements, Insurance, Floor Capacity of Tenant

Tenant shall, at its sole cost and expense, at all times under this Lease or prior to the Commencement Date if Tenant is in possession of the Office as provided herein, comply promptly with all laws, regulations and orders of all municipalities and their agencies having jurisdiction over the Premises and Office including, but not limited to fire and or insurance offices which shall impose any violation or notice of violation or affirmative obligation upon Landlord and or the Premises, whether or not concerning Tenant's use of the Office or the Premises. Tenant shall not be required to make any structural alterations and/or repairs ~~unless Tenant, as a result of Tenant's unauthorized uses and/or operations of business, violated such laws, regulations and/or rules. Tenant may appeal or object to such violations, fines etc. provided Tenant has, in Landlord's sole judgment, secured Landlord with respect to same by either deposit of sufficient monies or by a surety bond in an amount and by a company satisfactory to Landlord, for all damages, penalties, expenses and interest, including reasonable attorneys' fees provided same does not subject Landlord to criminal liability or create a default under any lease and/or mortgage of Landlord's and does not result in a condemnation or eviction, in whole or in part. Such appeal or objection by Tenant must be undertaken in an expeditious manner and at no cost to Landlord. Tenant shall do or cause to be done any act contrary to all laws, rules and regulations or which would violate any provision of Landlord's policies of insurance or which would subject Landlord to liability to any person or entity for personal and/or property damages. Tenant shall not keep any substance in the Office which is in violation of any law, rule and/or regulation which would result in a cancellation of Landlord's policies of insurance. Tenant shall not use the Office in such a manner that the premiums for Landlord's policies of insurance would be increased over that rate in effect at the time the Tenant obtains possession of the Office. Any cost, expense, fine, damages and/or penalties incurred by Landlord as a result of Tenant's violation of any provision in this Paragraph shall be borne by Tenant and shall be paid by Tenant as Additional Rent. In any action or proceeding, the schedule of premiums issued by Landlord's insurance carrier shall be conclusive evidence of the rate therefore.~~ ^{unless the need for same is caused by the negligence or willful misconduct of the Tenant.}

Tenant shall place a load on the floor of the Office contrary to the maximum floor area load permitted by law and the certificate of occupancy. The placement of heavy machines, mechanical equipment and/or office equipment shall be approved by Landlord and shall be placed in such manner, in Landlord's sole judgment, by Tenant to avoid and prevent vibrations, noise and annoyance to other tenants.

17. No Mortgage or Assignment

Tenant shall not assign, mortgage and/or encumber this Lease or sublet the Office or allow the Office to be used by anyone other than Tenant without the prior written consent of Landlord. The transfer of the majority interest in Tenant shall be deemed an assignment for purposes of this Paragraph. Should this Lease be assigned or the Office sublet or used by anyone other than Tenant without Landlord's written consent, Landlord may collect rent from the persons or entity so occupying and using the Office should Tenant default in the payment of Rent and Additional Rent but such collection by Landlord shall not be deemed a waiver of the provisions of this Paragraph or a consent to such assignment, sublet or use or a release of Tenant's obligations under this Lease. Any consent given by Landlord to Tenant under this Paragraph in one instance shall not act to be a consent or waiver of Landlord's rights in another.

18. No Other Space

Tenant is afforded no other rights to use any space in the Premises other than the Office.

19. Tenant's Defaults

A. If there is a default by Tenant under the terms of this Lease, other than the obligation to pay Rent and Additional Rent, or Tenant vacates the Office prior to the Termination Date, or if an execution has been issued against the property of Tenant or Tenant whereby the Office is used and/or occupied by someone other than Tenant, or if this Lease be rejected in a Bankruptcy proceeding, or should Tenant not take possession of the Office with thirty (30) days from the Possession Date, the Landlord, upon fifteen (15) days prior written notice to Tenant which sets forth Tenant's default(s) and should Tenant fail to completely cure said specified default(s) within said fifteen (15) days, or if the default(s), by its nature cannot be cured within said fifteen (15) days or should Tenant fail to undertake with diligent effort to cure the default(s) within said fifteen (15) days, then, in such event, Landlord may serve upon Tenant, a written five (5) day notice canceling this Lease and Tenant, at the end of said five (5) days shall vacate and surrender the Office and Tenant shall continue to remain liable as set forth under this Lease.

B. If Tenant shall be in default in the payment of Rent and/or Additional Rent, or if the notice given pursuant to "A" hereinabove has expired or if Tenant is in default in payment of any other matter for which Tenant is liable to pay, then Landlord, ~~without notice, (the giving of notice is hereby expressly waived by Tenant),~~ may re-enter the Office, ~~by force or otherwise,~~ and dispossess Tenant or other occupant, by any lawful manner, and remove their possessions and retake the Office. Tenant expressly waives the right to receive notice of such re-entry by Landlord and agrees that Landlord shall not be responsible for any damage sustained to the property of Tenant or other occupant. ~~If there be an extension or renewal of this Lease and Tenant shall default under any term, condition and/or provision of this Lease, Landlord may cancel such renewal or extension upon three(3) days prior written notice to Tenant.~~

20. Bankruptcy

A. This Lease may be cancelled upon Landlord's prior ten (10) day written notice to Tenant if there be commenced a case, whether voluntary or involuntary, by or against Tenant or any other person or entity occupying the Office, in a bankruptcy court in any State, or if Tenant or any other person or entity occupying the Office, should make an assignment for the benefit of creditors under any law. Upon such event, Tenant or any other occupant shall not be entitled to possession of the Office and shall

immediately vacate the Office and surrender same to Landlord.

B. It is expressly agreed that in the event of a termination of this Lease pursuant to "A" above, notwithstanding any other provision contained in this Lease, Landlord shall be entitled to receive from Tenant, as and for liquidated damages, the higher of: (1) the maximum amount permitted by law or (2) an amount equal to the difference between the Rent from the date of termination as set forth pursuant to "A" above to the Termination Date and the fair and reasonable market rent for the same period of time. In computing such amount, the same shall be discounted at the rate of three (3%) percent. If the Office shall be re-rented during that period of time, the rent paid under the re-rental agreement shall be conclusive proof of the reasonable market rent.

21. Remedies

In the event of any default, re-entry by Landlord, termination and/or eviction by summary proceedings or otherwise (a) Rent and Additional Rent up to the date of such re-entry and/or eviction or termination shall be due, (b) Landlord may re-rent the Office, in whole or in part, for a term equal to or in excess of the Termination Date, and Landlord may be free to grant such concessions or charge rent in excess of the Rent as the Landlord sees fit, and/or (c) Tenant shall be obligated to Landlord for liquidated damages ("Liquidated Damages") for such default, termination and/or eviction in an amount equal to the difference between the Rent and the rent to be charged up to the Termination Date and any charges incurred by Landlord including, but not limited to reasonable attorneys' fees, litigation costs and expenses, brokers' fees, advertising fees, maintenance charges in keeping the Office in good condition and charges incurred in getting the Office in a condition for such re-renting. Landlord's failure to re-rent the Office shall not affect or release Tenant ~~from~~ said liquidated damages. ^{From} The Liquidated Damages shall be paid in monthly installment when Rent is due prorated over the remaining term of this Lease. Landlord may, in getting the Office in condition for such re-renting, make such alterations, repairs and/or decorations in the Office as in Landlord's sole judgment are necessary and such undertakings by Landlord shall not release Tenant from liability under the terms, conditions and provisions of this Lease. Landlord shall in no way be liable to Tenant for failing to re-let the Office or to collect rent from the new tenant. The rights afforded Landlord under this Paragraph are not exclusive and Landlord may avail itself of any and all remedies available to it under law. Tenant expressly waives any right of redemption Tenant may now have or will have should Tenant be evicted from the Office or dispossessed therefrom.

22. Fees and Expenses

Should Tenant default under any of the terms, conditions and/or provisions of this Lease, Landlord may, after giving notice if required and upon the expiration of any grace period set forth in this Lease, immediately and without prior notice to Tenant perform or cause to be performed Tenant's obligations. If in connection with the aforesaid, Landlord incurs any cost and/or expense or becomes obligated to pay money as a result thereof, including but not limited to legal fees, reasonable attorneys' fees, litigation expenses, Tenant shall pay to Landlord such monies, with interest. The foregoing cost, expense or payment of money by Landlord shall be Additional Rent and shall be paid by Tenant within fifteen (15) days from the date Landlord bills Tenant. Should these billed amounts come subsequent to the Termination Date, Landlord may institute proceedings against Tenant for the recovery of same.

23. Access

Landlord or Landlord's agents, servants and/or employees may enter the Office for emergency purposes at any time and at any other reasonable time in order to make inspections and/or make repairs, alterations or additions as Landlord deems proper and/or necessary to the Office and/or the Premises. Tenant grants Landlord the right to use the Office to replace and/or maintain the HVAC services and facilities. For this purpose, Landlord may bring into the Office all necessary materials and

supplies and same shall not be deemed to give Tenant any right to claim an actual or constructive eviction or any right to an abatement of Rent and Additional Rent or to a claim for damages as a result of loss of or interruption of Tenant's business. During the term of this Lease, Landlord shall have the right to enter the Office, at reasonable times and upon reasonable notice, for the purpose of exhibiting same to prospective purchasers and mortgagees. Landlord shall also have the right, within the six months prior to the Termination Date, to enter the Office for the purpose of exhibiting same to prospective tenants. Should Tenant not be present to allow access to the Office, Landlord may enter the Office by using a master key or by force providing Landlord exercises reasonable care to insure Tenant's property and such entry shall not subject Landlord or its agents liable for any damages as result thereof and the obligations of Tenant under the terms, conditions and/or provisions of this Lease shall not be affected thereby. Should Tenant entirely vacate the Office within thirty (30) days of the Termination Date, Landlord may enter the Office and make such alterations, repairs, additions or changes without affecting Tenant's obligations under this Lease, including, but not limited to Tenant's obligation to pay Rent and Additional Rent or creating liability for Landlord to Tenant.

24. Waiver ^{of the other's} ^{for Tenant}

The failure by Landlord to seek redress or any remedy for ~~Tenant's~~ default under any of the terms, conditions and/or provisions of this Lease or of any rule imposed and declared by Landlord shall not constitute a waiver by Landlord for any future defaults or violations. Landlord's receipt of Rent and Additional Rent at a time when Landlord has knowledge or should have knowledge of any default or violation shall not be deemed a waiver thereof. Only a written waiver signed by Landlord ^{either} shall be effective and binding ^{party} upon Landlord. Any Rent and/or Additional Rent received by Landlord which is less than the amount due shall be deemed to be "on account" and any notation or statement on Tenant's check shall be deemed payment in full or accord and satisfaction and Landlord may accept such payment without prejudice to Landlord's right to pursue such available remedy for the balance of same or for any other remedy afforded Landlord under the terms, provisions and/or conditions of this Lease. Only a surrender of the Office in writing signed by Landlord shall be effective and binding upon Landlord and/or Tenant and such surrender must be made to Landlord or Landlord's authorized agent. An acceptance of a surrender of the Office and keys to same by persons other than Landlord or its authorized agent shall be effective as a termination of this Lease.

25. Landlord's Inability To Perform

Tenant's obligation to pay Rent and Additional Rent and/or to comply with any of the terms, provisions and/or conditions of this Lease as well as the Lease itself shall not be affected, impaired, amended or excused due to Landlord's inability to perform any of its obligations contained in this Lease, or to supply any if delayed in supplying any service or item or is unable to make, or is delayed in the making of any repair, alterations, additions, or is unable to supply or is delayed in supplying any equipment, services, fixtures or any other material to be supplied hereunder, provided that Landlord is unable to do so because of labor problems, strife or strike or any other cause whatsoever including, but not limited to war or other emergency.

26. Excavations

In the event that there be an authorized excavation conducted upon lands adjacent to the Premises, Tenant shall allow the parties conducting same entry into the Office for the purpose of performing necessary work as such party deems necessary to shore up and/or preserve the wall of the Premises from damage including but not limited to supporting the existing exterior walls and foundations. Tenant further agrees to waive any right Tenant may have to make a claim for damages caused thereby or indemnity therefor from that party or Landlord or for an abatement of Rent and/or Additional Rent.

27. No Representations by Landlord

Landlord and/or Landlord's agents, servants and/or employees have not made any representations nor promises of any kind to Tenant as to the physical condition of the Premises and/or Office or as to the financial condition and health or as to the operation of the Premises except as specifically set forth in this Lease and Tenant does not acquire any rights, easements or licenses except as specifically set forth in this Lease. Tenant has accepted the Office in its "as is" condition after having thoroughly inspecting same and without relying on any representations made by Landlord, its agents, servants and/or employees. Tenant's occupation of the Office is conclusive proof that the Office and Premises are in good and satisfactory condition at the date Tenant first occupies the Office, ~~subject to the Rider~~

28. Non-merger

All prior agreements, understandings and representations are merged in this Lease which fully expresses the parties' agreement and this Lease may only be amended or modified or terminated, other than on the Termination Date, by written agreement signed by Tenant and Landlord.

29. Non-Disturbance

As long as Tenant pays Rent and Additional Rent and complies fully with all of the terms, provisions and conditions of this Lease on Tenant's part to be performed, Tenant may peacefully occupy the Office subject to any mortgage, ground lease or underlying lease.

30. Waiver

Tenant and Landlord hereby waive trial by jury in any action, proceeding or litigation brought by one against the other or in which either party is brought in by a third party, except for personal injury or property damage actions, in which any of the terms, provisions and/or conditions of this Lease or any statutory remedy is involved or the use and/or occupancy of the Office is at issue. Tenant and Landlord agree that in any action seeking possession of the Office, Tenant will not impose any counterclaim or set-off against Landlord of any kind or nature except if mandated by statute.

31. Notices

Any notice, statement or communication which Landlord is to give to Tenant, shall be deemed to be sufficiently given if it is in writing and delivered personally to Tenant or sent by certified mail or overnight courier addressed to Tenant at the Office or other business address of Tenant or at the residence of Tenant or left at any one of the addresses and the time of giving such notice, statement or communication shall be deemed given at the time same are left with or mailed or delivered to the overnight courier. Any notice to be given by Tenant to Landlord must be given by certified mail or overnight courier at Landlord's address above.

32. Rules

Tenant, its agents, servants and/or employees, licensees, business guests or visitors shall comply strictly and faithfully with the Rules that Landlord may adopt, at any time, notice of which shall be given to Tenant. Landlord may choose the manner in which said notice is given. In the event that Tenant disputes the reasonableness of any Rule, Tenant and Landlord agree to submit such dispute to the American Arbitration Association, New York, New York for binding arbitration provided Tenant gives written notice to Landlord within twenty (20) days of receipt of notice of adoption of the Rule or Rules. Notwithstanding the provisions of this Paragraph, Landlord is not under any obligation to enforce the Rules with respect to any other tenant in the Premises or to enforce any term, condition or provision of any other lease. Landlord is not liable to Tenant for any damages caused by another tenant violating the Rules or any term, provision or condition of that tenant's lease.

33. Definitions

Wherever and whenever used in this Lease, the following definitions shall be ascribed to these words:

a) "Business Day" shall mean the days of the week except Saturday and Sunday and except legal holidays

observed by either State or Federal Governments and those set forth in any union contract which applies to the Premises

b) "Office" or "Offices" shall not mean Premises but shall mean premises other than those utilized for the sale of goods and merchandise or for the display of same, or a restaurant, shop, machine shop, manufacturing plant or other retail establishment.

c) "Landlord" shall mean the owner of the Premises or a lessee thereof, or a mortgagee in possession and should there be a sale or lease of the entire Premises, Landlord is released from all obligations and liabilities under this Lease and it will be conclusively presumed that the purchaser or lessor will perform the obligations and liabilities of Landlord herein.

d) "Re-enter" and "Re-entry" are not to be strictly taken in their legal definitions.

34. Estoppel Certificate

Upon fifteen (15) prior written notice to Tenant, Tenant shall execute and deliver to Landlord or to any other entity that Landlord directs, a certificate, in recordable form, stating that the Lease, as it exists on the date of the certification, is in full force and effect, that it has not been amended, modified or terminated, the date to which Rent and Additional Rent has been paid and setting forth specifically if any defaults exist on the part of Landlord.

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35. Subordination

The Lease is subject and subordinate to all existing and future mortgages or ground leases or underlying leases which affects the Premises and to all renewals, modifications or replacements thereof without the necessity of any notice or written instruments and Tenant shall, at Landlord request, execute a document to this effect.

36. Surrender of Office

Upon the Termination Date or other termination of this Lease, Tenant shall vacate and surrender the Office in broom clean condition and in good condition, reasonable wear and tear excepted and free from Tenant's property. All damages which were caused by or on behalf of Tenant shall be repaired by Tenant at Tenant's sole cost and expense prior to the surrender of the Office. This Paragraph survives the Termination Date or the date of other termination of this Lease. Should the Termination Date be a Sunday or legal holiday, the Termination Date shall be the immediate previous day.

37. Parties Bound

This Lease is binding upon Landlord and Tenant and their respective assignees and/or successors in interest. Should Tenant obtain a judgment against Landlord, Tenant shall look only to Landlord's interest in the Premises for the collection of same, and the proceeds of sale, insurance and condemnation proceeds and vents

38. Paragraph Headings

Paragraph headings are for reference only.

39. Effectiveness

This Lease shall become effective as of the date when Landlord delivers a fully executed copy hereof to Tenant or Tenant's attorney.

40. Riders

Additional terms are contained in the riders annexed hereto and designated Rider

This Lease has been entered into as of the Date of Lease.

LANDLORD

TENANT

~~5128 Private LLC~~

SAMUEL A GROSSMAN
AGENT FOR THE LANDLORD

~~Housing Trust Fund Corporation~~

By: Seth Diamond
Director of Storm Recovery

RIDER TO LEASE DATED

AS OF October, __ 2013

**By and Between 5120 Private LLC, A New York Limited Liability Company, as Landlord,
and Housing Trust Fund Corporation, as Tenant**

41. Conflict.

Whenever there shall be any inconsistencies between the terms of the printed form of this Lease and this Rider, then the terms of the Rider shall prevail. References in this Rider to the "Demised Premises" are intended to refer to the "Office" as that term is defined in the printed form of this Lease and References in this Rider to the Building are intended to refer to the "Premises" as that term is defined in the printed form of this Lease, with each of such terms to be used interchangeably.

41A. Use

Supplementing the provisions of Article 1 of this Lease, Tenant acknowledges that Landlord makes no representations as to (i) whether Tenant's proposed use of the Demised Premises is permitted under zoning or other laws and (ii) whether a certificate of occupancy exists with respect to the Building or the Demised Premises. If however, it develops that the Demised Premises cannot lawfully be used for Tenant's contemplated use, Tenant will have the right to terminate this Lease on ten (10) days notice to Landlord and upon Tenant's vacating the Demised Premises. Landlord will promptly return Tenant's Security Deposit. Notwithstanding anything to the contrary contained in this Lease (including Article 1 hereof), Tenant's use shall be restricted by the following provisions of this Article 41A:

i. Tenant shall not, at any time, use the Demised Premises, or do anything in or on, or bring or keep anything in or on, the Demised Premises or the Building (or suffer or permit anyone to use or occupy, do anything in or on, or bring or keep anything in or on, the Demised Premises), which (a) violates any laws, rules, regulations or codes, (b) constitutes a nuisance, public or private, (c) impairs the operation, management and/or maintenance of the Building (or which may cause damage thereto), (d) impairs, in any material way, the character or reputation of the Building, or (e) impairs or unreasonably interferes, with the use and enjoyment of any areas outside the Demised Premises by any other tenant or occupant of the Building or any of their patrons (or which may cause damage to their property).

ii. Tenant shall not install, keep or maintain (or permit any party acting by, through or under Tenant to install, keep or maintain) any property on or in any areas of the Building outside the Demised Premises.

iii. Tenant shall not cause, permit or suffer anything to be done in the Demised Premises or elsewhere in the Building (including on the roof of the Building) which (i) causes objectionable fumes, vapors or odors to be discharged into areas outside the Demised Premises, or (ii) creates any unreasonable noises or vibrations which may be heard or felt in areas outside the Demised Premises. If unreasonable noises or vibrations caused by Tenant's use

of the Demised Premises interferes with any other tenant's use of its premises, Tenant shall take such action necessary to eliminate such interference.

iv. No cooking of any kind shall take place at the Demised Premises, provided, that, Tenant may have a microwave in the Demised Premises.

v. Tenant shall not use, or suffer or permit anyone to use, the Demised Premises or any part thereof, for the storage, possession or sale of any illegal drugs or narcotics.

vi. Tenant shall not cause or permit any Hazardous Materials (hereinafter defined) to be used, stored, transported, released, handled, produced or installed in, on or from the Premises or the Building. "Hazardous Materials" shall mean any chemical, substance, material or combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, infectiousness or other harmful or potentially harmful properties or effects, including petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls ("PCBs") and all of those chemicals, substances, materials or combinations thereof that are listed, defined or regulated in any manner by any environmental law other than customary office cleaning supplies. Tenant shall and hereby does agree to indemnify, protect, defend and hold harmless Landlord and its partners, directors, officers, employees, shareholders, agents, contractors and each of their respective successors and assigns from and against any and all costs, claims, judgments, damages, penalties, fines, taxes, costs, liabilities, losses and expenses arising at any time during or after the term of this Lease only as a result of or in connection with the presence of any Hazardous Materials on the Premises or in the Building as the result of Tenant's or its employees', agents' or contractors' activities on or in the Premises or the Building. Landlord shall and hereby does agree to indemnify, protect, defend and hold harmless Tenant and its directors, officers, employees, shareholders, agents, contractors and each of their respective successors and assigns from and against any and all costs, claims, judgments, damages, penalties, fines, taxes, costs, liabilities, losses and expenses arising at any time during or after the term of this Lease only as a result of or in connection with the presence of any Hazardous Materials on the Premises or in the Building at the time of Landlord's delivery of possession of the Demised Premises to Tenant.

vii. Landlord 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 requires Tenant's continued compliance with the CDBG-DR program's rules and requirements. Accordingly, and notwithstanding anything herein, Landlord agrees to make commercially reasonable efforts, at no material cost to Landlord, to allow Tenant to claim the Basic Rent and Additional Rent as an eligible CDBG-DR expense with such commercially reasonable efforts to include, but not be limited to, providing documents, receipts and invoices to assist with any audit requests, certifications that Tenant is in compliance under this Lease, and other administrative responses from Landlord upon request from Tenant.

42. Security

This Article supplements Article 5 of this Lease. Tenant has deposited with Landlord  as security deposit for the faithful performance and observance by Tenant of the

terms, provisions and conditions of this Lease. On or prior to the first (1st) day of each Lease Year (as hereinafter defined), Tenant shall deposit with Landlord a sufficient amount such that the amount of the security deposit on deposit with Landlord shall, at all times during such succeeding Lease Year, be an amount equal to three months of the then current Basic Rent for such succeeding Lease Year.

43. Term; Possession and Basic Rent

(a) The term of this Lease shall commence on the date (the "Commencement Date") that Landlord delivers possession of the Demised Premises to Tenant (which is anticipated to occur on November 1, 2013 and shall end (the "Expiration Date") at 11:59 p.m. on the last day of the month in which occurs the third (3rd) anniversary of the Commencement Date, unless or until such term shall sooner cease and expire as hereinafter provided. Tenant shall pay first month's rent and the security deposit upon the execution of this lease. For purposes of this Lease, the term "Lease Year" shall mean each twelve (12) calendar month period beginning on the first (1st) day of each month during the term of this Lease in which each anniversary of the Possession Date shall occur, except that the first Lease Year shall commence on the Commencement Date and end on the last day of the month immediately preceding the month in which occurs the first anniversary of the Commencement Date and the last Lease Year shall end on the Expiration Date.

(b) Tenant shall pay Basic Rent in the amounts set forth in Schedule A annexed hereto, together with all other sums of money that shall become due and payable by Tenant under this Lease.

(c) In the event that this Lease shall commence (or terminate) on a day other than the first (or last) day of a calendar month, Tenant shall pay Landlord with respect to such partial month an amount equal to one monthly installment of Basic Rent multiplied by a fraction, having as its numerator the number of days remaining in said month (or remaining during the lease term, including the date of termination) and as its denominator the total number of days in said month.

(d) If Landlord receives from Tenant any payment less than the sum of the Basic Rent (less any allowable abatement), additional rent and other charges then due and owing pursuant to the terms of the Lease ("Partial Payment"), Landlord, in its sole discretion, may allocate such Partial Payment in whole or in part to any Basic Rent, any additional rent and/or any charges or to any combination thereof. There shall be no right of offset for any reason whatsoever against rent due.

(e) Landlord agrees to cooperate with Tenant in establishing procedures whereby all payments by Tenant under this Lease will be made by wire or check of the Treasury of the State of New York.

44. Option to renew. Provided Tenant is in full compliance of this Lease and not in default of any terms of this Lease beyond applicable notice, grace and cure period, Tenant shall have the option to renew this Lease for three (3) additional one year periods at the rent set forth in schedule "A" annexed hereto, notice of Tenants exercising its right to renew shall be given to Landlord in writing no later than ninety days prior to the expiration of the Lease pursuant to

Paragraph 62 of this Lease. If Tenant fails to give a notice of its exercise of any option to renew this Lease within the applicable period, Tenant's right to exercise the option for the applicable renewal term shall not expire until (i) 30 days after Landlord delivers to Tenant written notice of Tenant's failure to exercise said option; and (ii) Tenant fails to exercise the option within such 30 day period, TIME BEING OF THE ESSENCE for Tenant to do so.

45. Restoration (A) If the Building or the Demised Premises shall be partially or totally damaged or destroyed by fire or other casualty (and if this lease shall not be terminated as in this paragraph hereinafter provided), (a) Landlord shall repair the damage to and restore and rebuild the Building and the Demised Premises (except for Tenant's Insured Property, as defined below) with reasonable dispatch after notice to it of the damage or destruction and the collection of the insurance proceeds attributable to such damage and (b) Tenant shall repair the damage to and restore and repair Tenant's Insured Property with reasonable dispatch after such damage or destruction. Such work by Tenant shall be deemed alterations for the purposes of Article 7 and 48 of this Lease.

(B) Property losses covered by the insurance provided for in Paragraph 59(a)(ii) shall be adjusted with Landlord and Tenant (and any Mortgagee of the property who shall have the right to do so) at the cost of Tenant, provided, however, that if the loss shall be in excess of twenty five Thousand (\$25,000) Dollars, no final adjustment shall be made without the written approval of Landlord which Landlord agrees not to unreasonably withhold, condition or delay. Losses up to twenty five thousand (\$25,000) Dollars shall be payable to Tenant. Losses in excess of twenty five thousand (\$25,000) Dollars shall be payable to a bank or trust company (which may be an Landlord's mortgagee), selected by Landlord (the "Depository"). All insurance monies paid to the Depository as provided in clause (B) shall, subject to the provisions set forth below, be paid to Tenant from time to time as the repair or restoration of Tenant's Insured Property progresses, in amounts equal to the cost of labor and material incorporated into and used in such work plus builders', architects' and engineers' fees in connection with such work, upon delivery to Depository and Landlord of a certificate of a responsible officer or partner of Tenant showing the cost of labor and material incorporated in such repairs or restoration, or incorporated therein since the last previous application, and certifying that the amounts requested by Tenant are payable to Tenant in accordance with the provisions of this clause (B) and that such amounts are then due and payable from Tenant or have theretofore been paid by Tenant. Notwithstanding the foregoing, in no event shall any insurance proceeds be payable to Tenant if Tenant shall be in default under any of the terms and provisions of this lease. If there is a default under this lease at any time while any insurance proceeds are being held by Depository, Landlord shall have the right to have disbursed to it such portion of the proceeds as is necessary or appropriate to cure Tenant's then existing default(s) and pay any damages to which Landlord is entitled, and Depository shall, upon receipt of written request therefor from Landlord, disburse to Landlord such portion of the proceeds as Landlord has certified to Depository as being an amount that is necessary or appropriate to cure Tenant's then existing default(s). In the event that any of the foregoing insurance proceeds paid by the insurance companies to the Depository with respect to Tenant's Insured Property shall remain after the completion of such restoration, the amount of such excess shall, provided no default beyond any notice and applicable cure periods then exists, be paid to Tenant. In the event this lease is terminated or expires prior to the repair and restoration of the Demised Premises by Tenant, all insurance proceeds shall be payable to Landlord as its sole property, except for a

portion of such proceeds which is equal to the then insured value of Tenant's personal property damaged by such casualty. Repairs or restoration of Tenant's Insured Property shall be performed by Tenant with due diligence in accordance with the provisions of this lease. Tenant shall be required to complete such repairs and restoration whether or not the insurance proceeds shall be sufficient to pay for the cost thereof. Landlord and Tenant each agree to cooperate with the other as may be reasonably required in connection with the prosecution or defense of any action or proceeding arising out of or for the collection of any insurance proceeds that may be due in the event of any loss or damage to Tenant's Insured Property and execute and deliver to such other party such instruments as may be reasonably required to facilitate the recovery of any insurance proceeds, but the costs and expenses of all such actions and proceedings shall be paid by Tenant.

(C) Subject to the provisions set forth below, if all or part of the Demised Premises shall be damaged or destroyed or rendered untenable on account of fire or other casualty, the Basic Rent and additional rent shall be abated in the proportion that the untenable area of the Demised Premises bears to the total area of the Demised Premises (unless Tenant cannot feasibly use the tenantable area to perform its normal functions, in which case all Basic Rent and additional rent will abate), for the period from the date of the damage or destruction to the date which is the earlier of (y) the date that the damage to the Demised Premises (exclusive of Tenant's Insured Property) that Landlord is responsible to repair hereunder shall be substantially repaired (provided, however, that if in Landlord's reasonable judgment such repairs would have been substantially completed at an earlier date but for Tenant's having failed to reasonably cooperate with Landlord in effecting such repairs, then the Demised Premises shall be deemed to have been repaired substantially on such earlier date) or (z) the date Tenant occupies the Demised Premises for the conduct of Tenant's business; provided, however, should Tenant or any of its subtenants reoccupy a portion of the Demised Premises for the conduct of its business during the period the repair work is taking place and prior to the date that the entire Demised Premises are substantially repaired or made tenantable, the Basic Rent and the additional rent allocable to such reoccupied portion, based upon the proportion which the area of the reoccupied portion of the Demised Premises bears to the total area of the Demised Premises, shall be payable by Tenant from the date of such occupancy. Notwithstanding any of the foregoing provisions hereof, if by reason of some act or omission on the part of Tenant or any of its subtenants or its or their partners, directors, officers, servants, employees, agents or contractors, either Landlord or any Mortgagee shall be unable to collect all of the insurance proceeds (including, without limitation, rent insurance proceeds) applicable to damage or destruction of the Demised Premises or the Building by fire or other casualty, then, without prejudice to any other remedies which may be available against Tenant, there shall be no abatement or reduction of Basic Rent or additional rent.

(D) Supplementing and modifying the provisions of Article 9 of the printed form of this Lease, if (i) the Building shall be totally damaged or destroyed by fire or other casualty, or if the Building shall be so damaged or destroyed by fire or other casualty (whether or not the Demised Premises are damaged or destroyed) that its repair or restoration requires more than one year or the expenditure of more than thirty three (33%) percent of the full insurable value of the Building immediately prior to the casualty or (ii) if the Demised Premises shall be totally or substantially (i.e., for this purpose, more than sixty (60%) percent) damaged or destroyed (as estimated in any such case by a reputable contractor, registered architect or

licensed professional engineer designated by Landlord or Tenant, as the case may be), or (iii) such casualty materially diminishes available parking for Tenants of the Building, including Tenant) then in any such case either party may terminate this Lease by giving the other notice to such effect within one hundred twenty (120) days after the date of the casualty. For the purpose of this paragraph only, "full insurable value" shall mean replacement cost less the cost of footings, foundations and other structures below the street and first floors of the Building.

(E) Landlord shall not be required to carry insurance of any kind on Tenant's Insured Property and shall not be obligated to repair any damage to or replace Tenant's Insured Property, and Tenant agrees to look solely to its insurance for recovery of any damage to or loss of Tenant's Insured Property. The provisions of this Article shall be deemed an express agreement governing any case of damage or destruction of the Demised Premises by fire or other casualty, and Section 227 of the Real Property Law of the State of New York, providing for such a contingency in the absence of an express agreement, and any other law of like import, now or hereafter in force, shall have no application in such case.

46. Water and Sewer Charges- N/A

47. Demised Premises Tenant agrees to accept the Demised Premises on the Commencement Date in its "AS IS" condition, and Landlord shall have no obligation to alter, improve, decorate or otherwise prepare the Demised Premises for Tenant's occupancy or to incur any expense in connection therewith. Notwithstanding the foregoing or the multiple references in the printed form of lease and this rider to the effect that possession of the Demised Premises is to be delivered in its "AS IS" condition, all building systems serving the Demised Premises will be in working order and the Demised Premises will be free from leaks, seepage and water penetrations on the Commencement Date (and if they are not, Landlord will make all requisite repairs during the one hundred twenty (120) day period commencing upon Tenant's actual occupancy). Additionally, Landlord shall paint and carpet the Demised Premises with paint and carpeting of the Landlord's choosing except that Tenant may choose the color of both the paint and carpet. There shall be one color of paint and the same carpet throughout the Demised Premises.

48. Alterations and Repairs

(A) Alterations. Supplementing the provisions of Paragraph 3 hereof:

(a) Prior to Tenant's commencing any work in the Demised Premises, Tenant shall submit to Landlord for Landlord's written approval drawings, plans and specifications (herein collectively referred to as "Tenant's Plan") for or in connection with the improvements and installations to be made by Tenant (herein collectively referred to as "Tenant's Work"). Tenant shall also submit to Landlord for its written approval a list of contractors, subcontractors, and copies of contracts and subcontracts for Tenant's Work ("Tenant's Contracts") which approval shall not be unreasonably withheld, conditioned or delayed except that life safety system and electrical contractors and subcontractors and shall be selected from a list approved by Landlord in Landlord's sole discretion (provided however that Tenant will only be obligated to use such life safety system and electrical contractors and subcontractors that charge commercially competitive rates and such engagement does not violate Tenant's procurement requirements, in which case Landlord will not unreasonably withhold its consent to other life

safety system and electrical contractors and subcontractors proposed by Tenant). Tenant's Plan shall be fully detailed, shall show complete dimensions and shall not be in violation of any laws, orders, rules or regulations of any governmental department or bureau having jurisdiction over the premises. Tenant shall also secure or cause to be secured all permits and licenses necessary to perform Tenant's Work and shall furnish Landlord with the original copies of Tenant's Plans as approved by such governmental authorities and copies of such permits and licenses; provided, however, that prior to Tenant or any contractor of Tenant's filing any applications with any governmental authorities for such approval or for any permits or licenses required to perform Tenant's Work, Tenant shall submit copies of such applications to Landlord for its prior approval, which shall not be unreasonably withheld, conditioned or delayed.

(b) Within fifteen (15) days (or such longer period as shall be reasonably warranted given the scope and complexity of Tenant's proposed work) after submission to Landlord of Tenant's Plan and Tenant's Contracts, Landlord shall either approve same or shall set forth in writing the particulars in which Landlord does not approve same, in which latter case Tenant shall, if Tenant wishes to proceed with such work, within fifteen (15) days after Landlord's notification, return to Landlord appropriate corrections thereto. Such corrections shall be subject to Landlord's approval. Tenant shall pay to Landlord, promptly upon being billed, any out-of-pocket charges or expenses which Landlord may incur in reviewing Tenant's Plan and/or insuring compliance therewith, including, without limitation, the fees and expenses of an architect and engineer. Landlord's failure to respond within fifteen (15) days will be deemed its approval.

(c) Tenant further agrees that Tenant shall not make any material changes in Tenant's Plan or in Tenant's Contracts subsequent to approval by Landlord unless Landlord consents to such changes (with such consent, such approval not to be unreasonably withheld, conditioned or delayed). Tenant agrees that any review or approval by Landlord of any plans and/or specifications with respect to any Tenant's Work is solely for Landlord's benefit, and without any representation or warranty whatsoever to Tenant with respect to the adequacy, correctness or efficiency thereof or otherwise. No approval of plans or specifications by Landlord or consent by Landlord allowing Tenant to perform Tenant's Work shall in any way be deemed to be an agreement by Landlord that the contemplated Tenant's Work complies with any laws and requirements of any public authorities or requirements of insurance bodies or the certificate of occupancy for the building nor shall it be deemed to be a waiver by Landlord of the compliance by Tenant of any of the terms of this Lease.

(d) Following compliance by Tenant with its obligations under the foregoing subparagraphs and approval of Tenant's Plan and Tenant's Contracts by Landlord, Tenant shall commence Tenant's Work and it shall proceed diligently with same.

(e) Tenant agrees that in the performance of Tenant's Work (A) neither Tenant nor its agents or employees shall unreasonably interfere with any work being done by Landlord and its contractors, agents and employees, (B) that Tenant shall comply with any reasonable work schedule, rules and regulations proposed by Landlord, its agents, contractors or employees, and shall perform all work between the hours of 8 a.m.-5 p.m. on business days, (C) that the labor employed by Tenant shall be harmonious and compatible with the labor employed by Landlord in the Building, it being agreed that if in Landlord's reasonable exercise of its

business judgment the labor is incompatible Tenant shall forthwith upon Landlord's demand withdraw such labor from the premises, (D) that prior to commencing Tenant's Work, Tenant shall procure and deliver to Landlord worker's compensation, commercial general liability, property damage and such other insurance policies, in such amounts as shall be reasonably acceptable to Landlord in connection with Tenant's Work, but, with respect to commercial general liability and property damage, in no event less than the amounts set forth in Paragraph 59(a), and shall upon Landlord's request cause Landlord, Landlord's property manager and any mortgagee of the Building of which the Demised Premises forms a part to be named as an insured thereunder, (E) that Tenant shall hold Landlord harmless from and against any and all claims arising from or in connection with any act or omission of Tenant or its agents, contractors and employees, (F) that Tenant's Work shall be performed in accordance with the approved Tenant's Plan and in compliance with the laws, orders, rules and regulations of any governmental department or bureau having jurisdiction of the Demised Premises and Tenant shall immediately correct any non-conforming work and any Building violations that arise as a result therefrom, (G) that Tenant shall promptly pay for Tenant's Work in full and shall not permit any lien to attach to the Demised Premises or the land and/or building, (H) that Tenant will employ a general contractor, and not a construction manager, in the performance of Tenant's Work, (I) Tenant shall be responsible for diligently obtaining all governmental permits and sign-offs relating to Tenant's Work, and (J) Landlord shall have the right to inspect Tenant's Work from time to time. Tenant, promptly after the completion of any Tenant Work, shall deliver to Landlord "as built" drawings therefor certified by Tenant's architect.

(f) In the event that the cost ("hard" and "soft" costs together) of Tenant's Work shall exceed \$50,000, in addition to complying with all other provisions hereof, Tenant shall (A) furnish Landlord with a fixed sum contract in assignable form made with a reputable and responsible contractor, providing for the completion of all work, labor and materials necessary to complete Tenant's Work in accordance with Tenant's Plan; (B) furnish Landlord with an assignment of the contract so furnished, duly executed and acknowledged by Tenant, by its terms to be effective upon any termination of this Lease or upon Landlord's re-entry upon the Demised Premises following a default by Tenant prior to the complete performance of such contract, such assignment also to include the benefit of all payments made on account of said contract including payments made prior to the effective date of such assignment.

(g) Landlord may, at any time and from time to time, in addition to any other right of access given to Landlord pursuant to the terms of this Lease upon reasonable advance notice to Tenant, enter upon the Demised Premises with one or more engineers and/or Landlord's architect to determine the course and degree of completion of Tenant's Work and its compliance with Tenant's Plan and the terms and conditions of this Lease.

(h) Anything hereinabove contained to the contrary notwithstanding, nothing contained herein shall be construed to be a consent by Landlord to any lien against the fee interest in the Demised Premises or land and/or building.

(i) Tenant may make decorative changes without Landlord's prior consent.

(B) Repairs: This paragraph supplements Article 8 of this Lease:

Tenant, at its expense, shall maintain in substantially the condition and repair upon Landlord's delivery of possession and replace, as necessary: (i) all building systems exclusively serving and within the Demised Premises, including, without limitation, any boiler and "HVAC" systems dedicated to provided services only to the Demised Premises and to no other portion of the Premises ; and (ii) all plumbing, air conditioning, intercom, heating and electrical systems and all waste pipes and sewer connections within and servicing the Demised Premises and free from obstruction. Tenant shall maintain at least a minimum temperature in the Demised Premises at all times to assure that the water and other pipes and equipment in the building are in no danger of bursting from freezing. Tenant shall maintain a customary service contract for the maintenance, repair and replacement of the "HVAC" equipment or systems in a form reasonably approved by Landlord and with qualified personnel or contractors reasonably approved by Landlord. In all cases, such personnel or contractors regulating or servicing Tenant's heating equipment shall be accompanied into the boiler room by authorized personnel of the Landlord.

Upon Tenant's failure to comply with any of the conditions and covenants herein affecting the maintenance, repair or servicing of the Demised Premises, the Landlord may, at its option and after reasonable notice to Tenant, cause such compliance to be effected, either by itself or by others, and may charge the cost thereof to the Tenant as additional rent which shall be payable forthwith upon demand by mail addressed to the Demised Premises without offset. This remedy shall be additional to any other remedies available to the Landlord under this Lease.

Notwithstanding any of the above, Landlord's approval or lack of approval or any repair or alteration request shall in no way be construed or implied to mean that Tenant's work is legal or lawful.

49. Tenant's Obligation to Remove Alterations

At the end of the Lease term, Tenant shall, at Landlord's request, be obligated to remove all alterations made by, or on behalf of, Tenant and to restore the Demised Premises to good condition.

50. Submission of Lease

Submission of this Lease to Tenant shall not be construed as an offer, nor shall Tenant have any rights with respect hereto, unless and until Landlord shall execute a copy of this Lease and deliver the same to Tenant.

51. Signs /Directory Listings/Landlord's Right to Show Demised Premises

Tenant shall not erect or display on the exterior walls of the Demised Premises or the windows or doors of the Demised Premises. Tenant shall not erect or maintain a flashing light sign or a sign emitting light. Tenant, at its expense, shall comply with all governmental laws, ordinances and requirements in the erection, display and maintenance of any signs, and, at its expense, shall obtain any necessary insurance, licenses and permits. Landlord shall install a Building standard sign bearing Tenant's name at the elevator landing on the seventh (7th) floor of the Building. Tenant shall maintain any such sign in good condition and repair, in Landlord's good faith opinion, at all times. If Landlord deems it necessary to temporarily remove any sign in order to paint or to make repairs, alterations or improvements in or upon the building or any

part thereof, Landlord shall remove and replace at Landlord's cost and expense. Landlord, at its option and without notice to Tenant, may remove any signs erected or displayed in violation of this Article and charge Tenant cost of such removal without liability to Tenant for such removal. If such charge shall be made, the amount thereof shall be payable by Tenant as additional rent, without set-off or deduction, promptly following rendering of a bill therefore. Landlord shall provide to Tenant Tenant's proportionate share of listings in the Building's directory in the lobby of the Building.

52. Cleaning and Rubbish Removal

A. Tenant shall be responsible, at Tenant's expense, for cleaning and exterminating the Demised Premises and shall do so in a manner reasonably satisfactory to Landlord. Only persons, firms or corporations reasonably approved and authorized in writing by Landlord shall be permitted to act as maintenance contractor for any waxing, polishing, cleaning and maintenance work or as an exterminator in the Demised Premises. Landlord expressly reserves the right to act as or to designate, at any time and from time to time, an exclusive contractor for all or any one or more of such services, provided that the quality thereof and the charges therefor are reasonably comparable to that of other contractors, and Landlord expressly reserves the right to exclude from the Building any person, firm or corporation attempting to furnish any of such services, but not so reasonably designated by Landlord.

Tenant shall be responsible for the removal from the Building of all wet and dry rubbish from the Demised Premises. Tenant shall store its rubbish within the Demised Premises in watertight receptacles and shall remove said rubbish in a manner which will not affect the public areas, service corridors and/or lobbies of the Building. In no event shall Tenant or its employees leave any rubbish, rubbish receptacles, bags or bundles in any area outside of the Demised Premises. Tenant shall enter into an agreement with a carting contractor reasonably satisfactory to Landlord for the removal of rubbish from the Demised Premises, and Tenant shall pay all costs pursuant to such agreement. Notwithstanding the foregoing, Landlord may at any time and from time to time (i) act as or designate an exclusive carting company for the removal of rubbish from the Building (provided that the charges therefor are reasonably comparable to that of other carting companies), (ii) designate areas of the Building for the storage and/or removal of rubbish, and/or (iii) promulgate rules and regulations regarding rubbish removal. Tenant's refuse and garbage shall be removed at least once daily.

B. Tenant shall maintain the interior and exterior of the Demised Premises in a neat, clean and attractive condition.

C. Tenant, at its own cost and expense, shall keep the Demised Premises free from vermin, rodents or anything of like, objectionable nature, and shall employ only licensed vermin exterminating contractors. Without limiting the foregoing, Tenant shall have the Demised Premises exterminated at least once a month at its own cost and expense where required to keep the Demised Premises free from vermin, etc.

53. Utilities

A. Tenant agrees to furnish and pay for Tenant's utility services, including, but not limited to, electricity, heat, gas, telephone, cable television, and air conditioning. Tenant shall arrange with the public utility companies servicing the Demised Premises for the furnishing of, and payment for, all utility services consumed at the Demised Premises, and Tenant, at its expense, shall install and maintain all requisite meters and related equipment to measure Tenant's use of any utilities. Interruption or curtailment of any utility service shall not constitute a constructive eviction or entitle Tenant to any compensation from Landlord or abatement of rent. Tenant shall not make or allow any alteration or addition to the plumbing and/or electrical equipment in or servicing the Demised Premises without Landlord's prior written consent.

B. Freight elevator service to the Demised Premises shall be available on a first come-first served basis (*i.e.*, no advance scheduling) during business hours on business days. The use of all elevators shall be on a non-exclusive basis and shall be subject to the rules and regulations promulgated by Landlord from time to time. Tenant acknowledges that the Building's existing freight elevator is manually operated by an employee of Landlord. Landlord shall make the freight elevator accessible to all similarly situated tenants on a non-discriminatory basis. Notwithstanding the foregoing, Tenant acknowledges that Landlord may give other tenants exclusive access to the freight elevator for purposes of move-ins or move-outs upon reasonable prior notice to Tenant.

C. If any changes, modifications or additional sprinkler heads or other equipment is required by law or otherwise to be made to the existing sprinkler system solely by reason of Tenant's business or the location of partitions, trade fixtures or other contents of the Demised Premises, Tenant shall, at Tenant's expense, make such sprinkler system modifications and supply additional sprinkler heads or other equipment as required by law. In the event Landlord elects to convert the sprinkler system to a "wet" system, Tenant shall cooperate with Landlord in the conversion of said system, provided such conversion shall be at Landlord's sole cost and expense and Landlord shall use reasonable efforts to minimize interference with Tenant's use of the Demised Premises, provided that in no event shall the foregoing be deemed to require Landlord to employ overtime labor.

54. Lender

If a bank, insurance company, other lender or equity investor shall request any reasonable modifications to this Lease that do not materially expand Tenant's obligations hereunder and do not materially diminish Tenant's rights hereunder as a condition to financing or refinancing for the property, Tenant will not withhold or delay its consent thereto.

55. Landlord's Assets

Tenant agrees that the liability of Landlord under this lease in all matters pertaining to or arising out of the tenancy and the uses and occupancy of the Demised Premises, including but not limited to, all matters or claims of whatsoever nature arising out of or caused by the negligence of Landlord, its agents, servants or employees, shall be limited to Landlord's interest in the land and building of which the Demised Premises are a part (and the proceeds thereof, including rents, insurance proceeds and proceeds from the sale of the land and building of which the Demised Premises are a part), and in no event shall Tenant make any claim against or seek to

imply any personal liability upon Landlord, or any principal or any successor to Landlord beyond its interest in the land and building. If Tenant shall request Landlord's consent or approval and Landlord shall fail or refuse to give such consent or approval, Tenant shall not be entitled to any damages for any such failure or refusal by Landlord to grant its consent or approval, and Tenant's sole remedy to dispute Landlord's failure or refusal to grant its consent or approval shall be an action for specific performance or injunction and/or damages (provided that Tenant shall be entitled to damages if and only if a final unappealable judgment from a court of competent jurisdiction is obtained against Landlord holding that Landlord acted maliciously and in bad faith in failing or refusing to grant its consent or approval), and such remedy shall be available only in those cases where Landlord has expressly agreed in writing not to unreasonably withhold its consent or approval or where as a matter of law Landlord may not unreasonably withhold its consent or approval. If Tenant is the prevailing party in any such litigation, Landlord will be obligated to reimburse Tenant for all Tenant's reasonable attorney's fees and court costs.

56. Survival

It is expressly agreed that all obligations of Tenant under this lease which accrue on or before the date of expiration, termination or cancellation of the term of this lease, survive such expiration, termination or cancellation.

57. Landlord's Alterations (a) Landlord reserves the right, at any time, without it being deemed a constructive eviction and without incurring any liability to Tenant therefor, or affecting or reducing any of Tenant's covenants and obligations hereunder, to make or permit to be made such changes, alterations, additions and improvements in or to the Building and the systems, fixtures and equipment thereof, as well as in or to the street entrances, doors, halls, passages, elevators, shafts, escalators and stairways thereof, and other public parts of the Building, as Landlord shall deem necessary or desirable, provided that access to the Demised Premises is not changed in any material respect and there is no material diminution of parking spaces.

(b) Notwithstanding anything to the contrary contained in this Lease, Landlord may at any time during the term hereof, upon reasonable prior notice to Tenant, except in case of emergency (when no notice shall be required), enter the Demised Premises and make such installations, repairs, alterations or improvements that Landlord may desire or be required to make in or to the Building, including in and to the Demised Premises (including, without limitation, the installation of one or more additional freight elevators, passenger elevators, staircases, ductwork, ventilation, risers, utility lines, waste lines and chases). Tenant acknowledges, for example, that Landlord may need to (and Landlord shall have the right to) install additional risers, ductwork and chases through a portion of the Demised Premises and Landlord may need to expand building service and utility rooms into the Demised Premises for the purpose of, among other reasons, providing utility and other services to other tenants of the Building and/or to the common areas throughout the Building. Landlord shall use reasonable efforts while making such installations, alterations or improvements, to not unreasonably interfere with the conduct and operation of Tenant's business in the Demised Premises and, if necessary to avoid unreasonable interference with Tenant's business use overtime labor or incur additional expenses in connection therewith.

(c) In connection with Landlord's exercise of any right of and access under this section or any other provision of the Lease, Landlord acknowledges that Tenant, in order to administer its disaster recovery program and assist area residents whose homes were damaged or destroyed by Hurricane Sandy, will be collecting and maintaining certain personal information which is protected by Federal and State privacy laws. Accordingly, Landlord agrees that if it exercises its right to enter the Demised Premises as provided for in this Lease, Landlord shall exercise the necessary care to maintain the private nature of such information and shall follow any procedures provided by Tenant to comply with such privacy laws.

58. Broker

Tenant represents and warrants that it has dealt with no broker in connection with this Lease other than None (the "Broker") and agrees to indemnify and save Landlord harmless from and against any and all liabilities from the claims of any other broker (including, without limitation, the cost of reasonable counsel fees in connection with the defense of any such claims) arising out of Tenant's acts. Landlord shall pay the Broker pursuant to a separate written agreement.

59. Insurance and Indemnification

(a) Tenant shall provide, prior to entry upon the Demised Premises, and maintain throughout the term of this Lease, at its own cost, and with companies rated not less than A Class X by A.M. Best Company, Inc. and A by Standard & Poors, Inc. or its successors, and authorized to do business in the State of New York (i) public liability and property damage insurance in an amount not less than \$ [REDACTED] combined single limit for personal injury, death and property damage arising out of any one occurrence, protecting Landlord and Tenant against all claims for personal injury, death or property damage occurring in, upon or adjacent to the Demised Premises and any part thereof, or arising from, related to or in any way connected with the conduct and operation of Tenant's use or occupancy of the Demised Premises, which insurance shall be written on an occurrence basis and name Landlord (and at Landlord's request, Landlord's managing agent and mortgagees) as additional insureds, (ii) "all-risk" property insurance covering all present and future improvements, alterations and betterments (whether performed by Landlord or Tenant) and Tenant's personal property within or comprising all or any part of the Demised Premises (collectively "Tenant's Insured Property") to a limit of not less than the full replacement cost thereof with such deductibles as are reasonably approved by Landlord (but in no event more than \$ [REDACTED]) and (iii) workers' compensation insurance covering all persons employed by Tenant or its contractors in connection with work performed by or for Tenant. Tenant's insurance shall be in a form reasonably satisfactory to Landlord and provide that it shall not be canceled, terminated or changed except after 30 days prior to the expiration of the term of coverage. Landlord shall have the right from time to time during the term, on not less than 30 days notice, to require that Tenant increase the amount and/or types of coverage required to be maintained under this Article to the amounts and/or types generally required of tenants in comparable buildings in New York County. The minimum limits of liability insurance required pursuant to clause (i) shall in no way limit or diminish Tenant's liability under paragraph (d) of this Article.

(b) Tenant shall not commit or permit anything to be done in, to or about the Demised Premises or the Building, contrary to law, or which will invalidate, or be in conflict with the insurance policies carried by Landlord or by others for Landlord's benefit, or do or permit anything to be done, or keep, or permit anything to be kept in the Demised Premises, which (i) could reasonably be expected to result in termination of any of such policies, (ii) could adversely affect Landlord's right or recovery under any such policies, (iii) could reasonably be expected to subject Landlord to any liability or responsibility to any person, or (iv) would result in reputable and independent insurance companies refusing to insure the Building or property to Landlord therein, if applicable, in amounts satisfactory to its mortgagees. If any such action by Tenant, or any failure by Tenant to comply with the requirements of insurance bodies or to perform Tenant's obligations hereunder, or any use of the Demised Premises by Tenant shall result in the cancellation of any such insurance or which increase in the rate or premium payable with respect to such policies, Tenant shall indemnify, defend and hold Landlord harmless against all losses, including but not limited to any loss which would have been covered by such insurance and the resulting additional premiums paid by Landlord. Tenant shall make such reimbursement within 30 days after receipt of notice and evidence from Landlord that such additional premiums have been paid, without limiting Landlord's rights otherwise provided in this Lease.

(c) Landlord and Tenant shall each procure a clause in, or endorsement on, each of its policies for fire or extended coverage insurance covering the Demised Premises or personal property, fixtures or equipment located therein, pursuant to which the insurance company waives subrogation or consents to a waiver of right of recovery against the other party. Tenant agrees not to make claims against, or seek to recover from, Landlord for loss or damage to its property or property of others covered by such insurance and vice versa. If and to the extent Tenant shall be a self-insurer (it being acknowledged that the foregoing shall not be deemed to permit Tenant to be self insured and not comply with the provisions hereof), Tenant waives the right of recovery, if any against Landlord, its agent and employees, for loss, damages or destruction of Tenant's property.

(d) Tenant shall defend, indemnify and save harmless Landlord, its agents and employees from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorney's fees, which may be imposed or incurred by or asserted against Landlord and/or its agents or employees by reason of any of the following occurring during the term, or during any time prior to the Commencement Date that Tenant has access to or possession of any part of the Demised Premises that does not result from Landlord's negligence or willful misconduct: (i) any work or thing done in, on or about the Demised Premises by or at the instance of Tenant, or its invitees, (ii) any negligence or wrongful act or omission on the part of the Tenant or its invitees, (iii) any accident, injury or damage to any person or property occurring in, on or about the Demised Premises, passageway or space adjacent thereto caused by negligence or wrongful act or omission on the part of the Tenant or its invitees, and (iv) any failure by Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations in this Lease to be performed or complied with by Tenant. If any action or proceeding is brought against Landlord by reason of any such claim, Tenant shall, upon the request of Landlord and at Tenant's expense, resist or defend such action or proceeding by counsel reasonably acceptable to Landlord. Counsel selected by Tenant's approved insurance companies shall be deemed acceptable.

All policies of insurance (except liability insurance) shall provide by endorsement that any loss shall be payable to the Landlord or Tenant as their respective interests may appear, and the Tenant shall further instruct its insurer that any and all premium notifications and notices of cancellation for non-payment of premium shall be directed both to Tenant and to Landlord. If the Tenant defaults in the payment of the premiums thereon, the Landlord may pay the same so as to keep the policy(ies) in full force and effect, and shall charge payment of such premiums to the Tenant as additional rent falling due and payable on the first day of the month following the month in which the payment was made without offset. In the event of the nonpayment of such additional rent, Landlord may invoke the remedies provided in this Lease for nonpayment of rent. The failure of Tenant to maintain insurance coverage with fully paid premiums shall not relieve Tenant of any obligations or liability it may have to Landlord or any third party.

Without limiting Landlord's remedies under Article 10 or elsewhere in this Lease for any failure by Tenant to perform any of its obligations under this Lease to obtain insurance, Landlord shall have the right, if any such default continues for more than twenty (20) days after Landlord's written notice to Tenant, to terminate this Lease by written notice of termination setting forth a termination date which shall be five (5) days from the giving of such notice. Upon such effective date of termination (i.e., fifth (5th) day) the term of this Lease shall cease and expire as if such termination date was the date originally set forth for the expiration of the term.

Anything to the contrary herein notwithstanding, in the event the premiums for the fire and extended coverage and comprehensive public liability insurance, or any portion of such insurance coverage, is increased over the premiums being paid by the Landlord for the current calendar year, and such increase is solely or in part attributable to Tenant's use of the Demised Premises, then, and in such event, the Tenant shall pay, as Additional Rent, the amount of such increased premium within thirty (30) days after demand.

Notwithstanding anything to the contrary in this Lease, Tenant shall present to Landlord not less than annually upon each anniversary of the Commencement Date, and upon any other time throughout the term hereof upon thirty (30) days' demand, an updated and renewed insurance certificate evidencing the insurance required pursuant to this Lease.

Tenant has the right to effect any insurance required by this Lease by blanket policies.

60. Tenant Access.

Subject to the terms of this Lease, Tenant shall have unlimited access to the Building and the Demised Premises 24 hours/day 7 days per week throughout the term of this Lease.

61. Reserved Section.

62. Notices

All notices to Landlord shall be given by registered or certified mail, return receipt requested, addressed in the case of the Landlord to 5120 Private LLC, 700 Rockaway Turnpike Suite 490 Lawrence, NY 11559, with a copy to Milton J. Gross, Esq. 1381 51st St. Brooklyn, New York 11219. All notices shall be deemed served three (3) days after mailing. All notices of change of address shall be given in accordance with the notice provisions of this Article.

All notices to tenant shall be given by registered or certified mail, return receipt requested, addressed in the case of the tenant to New York State Home and Community Renewal, Inc. to 641 Lexington Ave. New York, NY 10022, with a copy to Mark Colón, Deputy Counsel, Housing Trust Fund Corporation, 38-40 State Street, Albany, New York 12207. All notices shall be deemed served three (3) days after mailing. All notices of change of address shall be given in accordance with the notice provisions of this Article.

63. Transfer of Stock

If Tenant is a corporation, then the transfer of more than a majority percent of the outstanding voting stock of Tenant shall be deemed to be, for the purposes of Article 11, an assignment of its rights under this Lease.

64. Definitions and Captions

The captions and paragraph numbers used herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor in any way affect this Lease. In conjunction herewith, the defined term "Landlord" or "Landlord" as used in this Rider shall be deemed to be one and the same as the defined term "Landlord" or "Landlord" as used in either this Rider or the printed portion of this Lease.

65. Permits and Licenses

Tenant shall, at its own cost and expense, and upon its own responsibility, apply for and obtain any and all necessary permits and licenses for the use conduct and maintenance of the business to be conducted by Tenant in the Demised Premises. Tenant acknowledges that Landlord has made no warranty or representation concerning the necessity for such permits or licenses or the suitability and use of the Demised Premises for Tenant's business or the conformity of the Tenant's permitted use of the Demised Premises with the current certificate of occupancy for the Building, if any. Tenant shall, at its own cost and expense, make all repairs and improvements as may be required as a prerequisite for the granting of any such permit or license. It is further agreed that this Lease shall not be affected by, nor shall Tenant have any claim against the Landlord by reason or, the inability, for any reason, of Tenant to secure any required license or permit. Tenant must use the Demised Premises in conformance with the building's certificate of occupancy.

66. Intentionally Omitted.

67. Late Charges

In the event any installment of rent, whether minimum annual rent or additional rent, remains unpaid for a period of ten (10) days after same becomes due for any reason whatsoever, a late charge in an amount equal to two percent (2%) percent of such past due amount shall be immediately due and payable. In addition, interest on all such past due amounts shall accrue from the date past due until all such past due amounts shall have been paid in an amount equal to the lesser of the prime rate plus five percent (5%) per annum or the highest rate permitted by applicable law which unpaid sum may, at the option of Landlord, be charged separately or be

added to the rental due for the next succeeding month. Tenant will also pay to Landlord the greater of (i) \$100.00, or (ii) any and all amounts Landlord must pay relating to any check which does not clear or is not depositable for any reason whatsoever.

68. Use Restrictions

Tenant agrees to use these Demised Premises solely for the purpose enumerated in Article 1 of the printed form of this Lease. In the event Tenant uses, permits or suffers the Demised Premises to be used for any additional use in violation thereof or at any other times, then such act shall be deemed a major and substantial breach of this Lease entitling Landlord to immediately terminate said Lease (upon fifteen (15) days prior notice to Tenant, if such default is not cured within such time) and to seek damages and other relief against Tenant by reason of such breach.

69. Holding Over

Any holding over for a period after the expiration of the term hereof or any renewal term shall be construed to be a tenancy from month-to-month at a monthly rental factor equal to three (3) times the higher of (i) one-twelfth of the sum of the Basic Rent and additional rent payable by Tenant during the last year of the term of this lease (i.e., the year immediately prior to the holdover period) or (ii) the then fair market rental value for the Demised Premises as shall be reasonably established by Landlord. The foregoing will be Landlord's exclusive remedy for a holdover by Tenant.

Nothing herein shall be deemed to grant Tenant any right to holdover, and in no event shall the acceptance of any rent preclude Landlord from commencing and prosecuting any holdover or eviction proceeding. The foregoing shall be deemed to be an "agreement expressly providing otherwise" within the meaning of Section 232-c of the Real Property Law of the State of New York."

70. Saving Provision

If any provision of this Lease or its application to any specific situation throughout the term hereof shall be invalid or unenforceable to any extent, the remainder of this Lease or the application thereof to situations other than that as to which it is invalid or unenforceable, shall not be affected thereby and every provision of this Lease shall be deemed valid and enforceable to the fullest extent permitted by law. The covenants and agreements of this lease shall be binding on the heirs, executors administrators, successors and permitted assigns of both parties hereto, except as hereinabove provided.

71. Assignment and Subletting

(a) Except as provided below, Tenant shall not have the right to assign this Lease or sublet, all or any part thereof, of the Demised Premises without Landlord's prior written consent, which consent may be not be unreasonably withheld, conditioned or delayed by Landlord. Tenant shall not request Landlord's written consent to an assignment of its interest in this Lease or subletting of the Demised Premises unless Tenant shall have first notified Landlord in writing of its desire to assign its interest in this Lease or sublet the Demised Premises. This notification

shall contain all of the material terms of the proposed assignment or subletting, including, without limitation, term, base rent, escalations and additional rent, options and the information otherwise set forth in paragraph (c) below

(b) If Tenant notifies Landlord in writing of its desire to assign its interest in this Lease or sublet all of the Demised Premises (it being agreed that except as expressly provided for herein, Tenant shall have no right to sublet less than all of the Demised Premises), Landlord shall have the option to notify Tenant in writing, within forty-five (45) days after Tenant's notification, that Landlord elects to cancel this Lease, in which event Tenant shall enter into a written agreement with Landlord canceling this Lease as of the date ninety (90) days following Tenant's notification. In lieu of notifying Tenant that Landlord elects to cancel this Lease (or in the event of a proposed sublet of less than all or substantially all of the Demised Premises, as herein provided) Landlord shall have the right, at its option, during the said forty-five (45) day period, to notify Tenant that Landlord or Landlord's designee desires to sublet the space then in question for the remainder of the unexpired term of this Lease on the same terms and conditions on which the Demised Premises so affected are leased by Landlord to Tenant, but without any restrictions whatsoever on the right of Landlord or Landlord's designee to sub-sublease the Demised Premises so affected or to alter, renovate or otherwise use, employ or occupy the Demised Premises so affected; and if Landlord so notifies Tenant, Tenant shall enter into such a sublease with Landlord or Landlord's designee, which sublease shall commence on a date selected by Landlord which is not later than ninety (90) days following Tenant's aforesaid notification. To the extent that Landlord or Landlord's designee defaults under such sublease beyond the applicable grace period, then until cure thereof shall have been effectuated, Tenant shall be excused from performing its particular corresponding obligation under this Lease. Cure of a non-monetary default by Landlord or Landlord's designee shall be deemed cured by Tenant under this Lease.

(c) If Tenant shall have notified Landlord of Tenant's desire to assign or sublet the whole of the Demised Premises and if Landlord declines to exercise its right to cause the cancellation of this Lease (or to cause Tenant to enter a sublease with Landlord or Landlord's designee) within said 45-day period, then Landlord shall not unreasonably withhold its consent to any assignment of this Lease or subletting of the Demised Premises, provided that (i) the proposed assignee or subtenant and its proposed use of the Demised Premises shall be in keeping with the character of the building, (ii) Tenant is not then in default in performance of any of the terms and conditions of this Lease, (iii) Tenant shall furnish Landlord with the name and business address of the proposed assignee or subtenant, a counterpart of the proposed assignment or subleasing agreement, and satisfactory information with respect to the nature and character of the business of the proposed assignee or subtenant, together with current financial information and references reasonably satisfactory to Landlord so that in the reasonable judgment of the Landlord, Landlord may determine that the proposed assignee or subtenant is financially responsible with respect to the proposed assignment or sublease obligations, (iv) the proposed assignee or subtenant is not then a tenant or subtenant of Landlord, or a commercial occupant of any part of the building, unless such tenant or occupant desires to expand and Landlord does not have other available space for such expansion, (v) the assignment or subletting be effected pursuant to a written instrument in form and content reasonably satisfactory to Landlord or its counsel and that a duplicate original thereof be delivered to Landlord within five (5) days following the date of its execution or not less than five (5) days prior to its effective date,

whichever may be sooner, (vi) Tenant covenants and agrees that notwithstanding any assignment or subletting and/or acceptance of rent or additional rent by Landlord from any assignee or subtenant, Tenant shall and will remain fully liable for the payment of the Basic Rent and additional rent due and to become due hereunder and for the performance of all the covenants, agreements, terms, provisions and conditions contained in this Lease on the part of Tenant to be performed and upon the occurrence of a default hereunder, Landlord may proceed to collect rental and other payments to be made by such subtenant directly from such subtenant without prior notice to Tenant. The liability of Tenant hereunder shall be unaffected by any extensions of time which Landlord may grant to any assignee or subtenant for the payment of any rent or other charges due hereunder, or for the performance of any other term, covenant or condition of this Lease, (vii) Landlord shall not be responsible for any broker's commission(s) in connection with any such assignment or subletting, (viii) Tenant shall pay over to Landlord as additional rent hereunder 50% of the excess of the rent and additional rent (however characterized) payable by the assignee or subtenant over the rent and additional rent payable pursuant hereto and 50% of the consideration received for such assignment or subletting reduced by reasonable brokers' commission, amortized over the balance of this Lease term or the sublease term, as the case may be (nothing contained in this clause (viii) shall cause the rent, additional rent or any other sums otherwise payable under this Lease to be reduced). Landlord shall have reasonable access to Tenant's books, accounts and records relating to collection of rent and additional rent and consideration at the Demised Premises, (ix) as to any subletting, the sublease expressly prohibits assignment or further subletting the subtenant without Landlord's written consent, which shall be granted or denied on the same terms and conditions as herein contained (subject to Landlord's recapture rights set forth herein), (x) as to any subletting, the sublease expressly states that it is subject to all of the covenants, agreements, terms, provisions and conditions of this Lease except such as irrelevant or inapplicable, and except as otherwise expressly set forth to the contrary herein, (xi) in no event shall Tenant sublet hereunder unless the Demised Premises contains at least the minimum number of separate means of egress which comply with applicable fire codes and regulations and such sublet Demised Premises complies with all other applicable legal requirements, (xii) in no event shall Tenant advertise the Demised Premises or otherwise solicit prospective assignees or subtenants at rental rates which are less than the rental rates then being requested by Landlord for space in the Building; and (xiii) Tenant pays Landlord's processing fee and reasonable attorneys' fees for review of any proposed assignment or subletting.

(d) Notwithstanding any contrary provision of this Lease, Tenant will have the right to assign or sublease the Demised Premises to the State of New York or any executive agency or public benefits corporation of New York State without Landlord's consent, without Landlord's right to participate in any "profits" and free from any claimed recapture right of Landlord and without being subject to delivery of the information recited in, or required by paragraph 72(b) above.

72. Escalations

(a) The terms defined below shall for the purposes of this Lease have the meanings herein specified:

(i) "Taxes": The amount obtained by multiplying the then current full assessed valuation of the Building and the land thereunder, as assessed by Nassau County or the

Village of Lawrence, by the applicable tax rate for the Building and the land thereunder, plus all sewer rents, water frontage charges, school tax, town tax, and general tax and assessments, special or otherwise, levied, assessed or imposed by the Nassau County, The Village of Lawrence or any other taxing authority upon or with respect to the Building and the land thereunder, and all taxes assessed or imposed with respect to the rentals payable hereunder excluding corporate franchise taxes, transfer or gains taxes, mortgage recording taxes, excise taxes, estate or inheritance taxes and unincorporated business taxes, general income and gross receipts taxes. Taxes shall also include any taxes, charges or assessments levied, assessed or imposed by any taxing authority in whole or in part in lieu of the present method or real estate taxation, provided such substitute taxes, charges and assessments are computed as if the Building were the sole property of the Landlord subject to said substitute tax, charge or assessment. Taxes shall include penalties and interest thereon in the following circumstances: (i) if same are attributable in whole or in part to Tenant's default under this Article 72; or (ii) if same are charged while Landlord is contesting Taxes with the appropriate taxing authority.

(ii) "Base Tax Year": The 2013 fiscal year of Nassau County and 2013/14 School fiscal year, Village of Lawrence commencing June 1, 2013 and ending May 31, 2014.

(iii) "Base Taxes": The real estate taxes actually paid by Landlord for the Building and the land thereunder for the Base Tax Year.

(iv) "Tax Year": Each twelve-month period adopted as the fiscal year for real estate tax purposes shown in item (ii) above.

(v) "Tenant's Percentage" shall mean Twenty Five percent (25.00%) which Landlord represents to Tenant is the ratio that the Demised Premises bears to all the rentable space in the Building.

(vi) "Comparison Year" shall mean any Tax Year subsequent to each Base Tax Year.

(b) (i) *If Taxes for any Comparison Year, all or a portion of which shall occur during the term of this lease, shall exceed the Base Taxes, Tenant shall pay as additional rent for such Comparison Year, an amount equal to Tenant's Percentage of the amount of such excess (herein called the "Tax Payment"). If the amount of Taxes payable during the Base Tax Year is reduced by final determination of legal proceedings, settlement or otherwise, the reduced amount of such Taxes shall thereafter determine the amount of additional rental payable pursuant to this Paragraph. The additional rent theretofore paid or payable under this Paragraph shall be recomputed on the basis of such reduction in Taxes, and Tenant shall pay to Landlord as additional rent with fifteen (15) days after being billed therefore, any deficiency between the amount of the additional rent theretofore computed and the amount thereof due as a result of such recomputation. Only Landlord shall be eligible to initiate, maintain and settle tax reduction or other proceedings to reduce the assessed valuation of the land and building. In respect of any Comparison Year which begins prior to the Commencement Date or ends after the Expiration Date, the Tax Payment shall be prorated to correspond to that portion of such Comparison Year occurring within the term hereof.* (ii) *If Landlord shall receive a refund of Taxes for any Comparison Year with respect to which Tenant paid additional rent by reason of*

an increase in Taxes, Landlord shall set forth in the first Tax Statement thereafter submitted to Tenant the amount of such refund and the amount of the legal fees and other expenses incurred in connection with the collection of the refund and, provided that Tenant is not then in default of this lease beyond the expiration of the applicable notice and cure periods set forth herein, Tenant shall receive a credit against the installment or installments of Rent next falling due (or refund if this lease shall have expired) equal to Tenant's Percentage of the amount by which the refund exceeds said fees and expenses but in no event shall the credit exceed the amount of additional rent paid by Tenant in respect to Taxes for said Comparison Year. Notwithstanding anything herein contained to the contrary, Tenant shall pay Landlord one hundred percent (100%) of any increase in Taxes resulting from any increase in assessment of the Building or any portion thereof by reason of capital improvements made by or on behalf of Tenant. The foregoing obligation will survive expiration or termination of this Lease.

(c) (i) Landlord, prior to the commencement of, or during, any Comparison Year, may furnish to Tenant a written statement setting forth Landlord's reasonable estimate of the Tax Payment for such Comparison Year (such estimate, as the same may be revised as hereinafter provided, the "Estimated Tax Payment"). Tenant shall pay to Landlord on the first day of each month during any Comparison Year, an amount equal to one-twelfth (1/12th) of the Estimated Tax Payment for such Comparison Year. If, however, Landlord, for any Comparison Year, shall not furnish such a written statement or only furnish the same after the commencement of such Comparison Year, then (x) until the first day of the month following the month in which such written statement is furnished, Tenant shall pay to Landlord on the first day of each month an amount equal to the monthly sum payable by Tenant to Landlord under this Subparagraph 64(c)(i) for the last month of the preceding Comparison Year, (y) after such written statement is furnished, Landlord shall give a notice to Tenant indicating whether the installments previously made for such Comparison year were greater or less than the installments which would have theretofore been made had such written statement been furnished prior to the commencement of such Comparison Year, and, within thirty (30) days of such notice, either Tenant shall pay to Landlord the deficiency indicated thereby or Landlord shall refund to Tenant the overpayment indicated thereby, and (z) on the first day of the month following the month in which such written statement is furnished, and on the first day of each month thereafter throughout the remainder of such Comparison Year, Tenant shall pay to Landlord an amount equal to one-twelfth (1/12th) of the Estimated Tax Payment set forth on such written statement. Landlord may, during any Comparison Year, furnish to Tenant a written statement revising the Estimated Tax Payment for such Comparison Year, and in each such case, the Estimated Tax Payment for such Comparison Year shall be adjusted, and amounts paid or refunded, as the case may be, in substantially the same manner set forth in the immediately preceding sentence.

(ii) Landlord, after the end of each Comparison Year, shall furnish to Tenant a written statement (herein called a "Tax Statement") setting forth the Tax Payment for such Comparison Year. If, for any such Comparison Year, the Tax Statement shall show that the sums paid by Tenant under Subparagraph 71 (c)(i) exceeded the Tax Payment for such Comparison Year (such excess, for any Comparison Year, being herein called the "Tax Overpayment"), then Landlord, within twenty (20) days after delivery of such Tax Statement, shall refund to Tenant the amount of such Tax Overpayment. If the Tax Statement for such Comparison Year shall show that the sums paid by Tenant under Subparagraph 71 (c)(i) were less than the Tax Payment for such Comparison Year (such deficiency, for any Comparison

Year, being herein called the "Tax Deficiency"), Tenant shall pay the amount of such Tax Deficiency within twenty (20) days after Tenant's receipt of the Tax Statement.

(iii) Landlord's failure to render or delay in rendering a Tax Statement for any Comparison Year shall not prejudice Landlord's right to thereafter render a Tax Statement for such Comparison Year or any other Comparison Year, nor shall the rendering of a Tax Statement for any Comparison Year prejudice Landlord's right to thereafter render a revised or corrected Tax Statement for such Comparison Year, nor shall the rendering of a revised or corrected Tax Statement for any Comparison Year prejudice Landlord's right to thereafter render a further revised or corrected Tax Statement for such Comparison Year.

(d) The expiration or termination of this Lease during any Comparison Year for any part or all of which there is additional rent payable by (or refund due to) Tenant under this Paragraph shall not affect the rights or obligations of the parties hereto respecting such additional rent and any Tax Statement relating to such increase may, on a pro rata basis, be sent to Tenant subsequent to, and all such rights and obligations shall survive, and be pro rated as of, any such expiration or termination. Any payments due under such Tax Statement shall be payable within twenty (20) days after such statement is sent to Tenant.

(e) In no event shall the Basic Annual Rent payable under this Lease be reduced by operation of this Article 71.

72. Failure to deliver Possession

If Landlord does not deliver possession of the Demised Premises to Tenant by December 1, 2013, Tenant will have a continuing right to terminate this Lease on notice to Landlord and upon such termination, Tenant will be entitled to, and Landlord will promptly return to Tenant, all sums paid by Tenant upon execution of this Lease.

73. Miscellaneous

This Lease may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. In addition, the parties may execute separate signature pages, and such signature pages (and/or signature pages which have been detached from one or more duplicate original copies of this Lease) may be combined and attached to one or more copies of this Lease so that such copies shall contain the signatures of all of the parties hereto.

This Lease shall be governed by, and construed in accordance with, the laws of the State of New York.

If any provisions of this Lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law.

The captions, headings and titles in this Lease are solely for convenience of references and shall not affect its interpretation. This Lease shall be construed without regard to

any presumption or other rule requiring construction against the party causing this Lease to be drafted. Each covenant, agreement, obligation or other provision of this Lease on Tenant's or Landlord's part to be performed, shall be deemed and construed as a separate and independent covenant of Tenant or Landlord, as the case may be, not dependent on any other provision of this Lease. Whenever in this Lease the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and, in each case, vice versa, as the context may require.

Landlord agrees that in the event Tenant defaults under this Lease, that Landlord will use commercially reasonable efforts to mitigate Tenant's damages. Landlord will be deemed to have complied with such obligation if it, in good faith, lists the Demised Premises with a licensed commercial real estate broker for available leasing. Landlord will not be obligated to give preference to leasing the Demised Premises over any other premises in the Building.

Wherever this Lease provides for the payment of attorneys' fees by one party, the obligation for payment of such attorneys' fees will be deemed to be reciprocal and payable only to the party who has substantially prevailed in the action or proceeding.

In Witness Whereof, each of the parties hereto have executed this Lease as of the date first above written.

LANDLORD:

TENANT:

5120 Private LLC

Housing Trust Fund Corporation

By: 

By: 

Name: SAMUEL A GROSSMAN

Name: Seth Diamond

Title: ~~President~~

Title: Director of Storm Recovery

AGENT FOR THE LANDLORD

Schedule A

Rent

Term

Basic Rent Monthly Rent

November 1, 2013- October 31, 2014

~~_____~~

November 1, 2014- October 31, 2015

~~_____~~

November 1, 2015- October 31, 2016

~~_____~~

Option period

Term

Basic Rent Monthly Rent

November 1, 2016- October 31, 2017

~~_____~~ ~~_____~~

November 1, 2017- October 31, 2018

~~_____~~ ~~_____~~

November 1, 2018- October 31, 2019

~~_____~~ ~~_____~~

EXHIBIT A
Floor Plan of the Demised Premises

REDACTED

REDACTED