



LEASE

AGREEMENT OF LEASE, made as of this 25 day of July, 2013 between 535 REALTY MANAGEMENT CORP., a New York corporation, having its principal office at 535 Broad Hollow Road, Melville, New York 11747 (hereinafter referred to as "Landlord"), Housing Trust Fund Corporation (TIN#14-1675062), having its principal place of business at-38-40 State Street, Albany, New York 12207 (hereinafter referred to as "Tenant").

WITNESSETH: Landlord and Tenant hereby covenant and agree as follows:

1. **SPACE:** Landlord hereby leases to Tenant and Tenant hereby hires from Landlord the space substantially as shown on the Rental Floor Plan as Suite A-2 & A-3, initialed by the parties and made part hereof as Exhibit "1" (hereinafter referred to as the "Demised Premises" or "Premises") in the building located at **535 Broad Hollow Road, Melville, New York** (hereinafter referred to as the "Building") which the parties agree is approximately 9000 rentable SF.

2. **TERM:** The term "Term" or "Demised Term" of this lease is 3 years commencing on 8/01/13 (hereinafter referred to as the "Term Commencement Date") and shall terminate on 7/31/16 (hereinafter referred to as the "Expiration Date"), unless the Term shall sooner terminate pursuant to any of the terms, covenants or conditions of this lease or pursuant to law. Upon signing of the lease, no later than 7/12/13, tenant will pay the first month's rent and the last two months' rents totaling \$38,242.06 by wire or check of the Treasury of New York State. Provided that no notice of default by Tenant of any terms, covenants and conditions of this Lease shall then be outstanding, which tenant has at such time defaulted in curing, tenant is hereby granted the option to renew this lease for two additional periods of one (1) year each ("option term"). Rent for the option term shall accrue at a yearly rate of 3 percent.

3. **RENT:** (A) The rental rate shall be as follows:

For the first year, the annual rent is \$ [REDACTED] payable \$ [REDACTED] er month for the first through the twelfth month,

For the second year, the annual rent is \$ [REDACTED] ayable \$ [REDACTED] per month for the first through the twelfth month,

For the third year, the annual rent is \$ [REDACTED], payable \$ [REDACTED] per month for the first through the twelfth month,

which Tenant agrees to pay to Landlord, without notice or demand, in lawful money of the United States which shall be legal tender in payment of the debts and dues, public and private, at the time of payment in advance on the first day of each calendar month during the Demised Term at the office of the Landlord, or at such other place as Landlord shall designate, except that Tenant shall pay the first and last two monthly installments on the execution hereof. Tenant shall pay the rent as above and as hereinafter provided, without any set off or deduction whatsoever.

(B) Tenant must pay the rent, as required, directly to the Landlord as designated and to no other party. Payment of rent to any other person or entity or into escrow for any reason whatsoever will be considered a material breach of this lease. Under such circumstance, rent for the balance of the entire term will be accelerated and immediately come due. Failure to pay the entire accelerated balance within five (5) business days of written demand shall become the basis for a summary eviction of Tenant, and the entire balance shall continue to be due to Landlord, and Landlord shall be entitled to a judgment for the entire amount.

4. USE: (A) The Tenant shall use and occupy the Demised Premises only for executive and administrative offices for the program referenced in Paragraph 44 of the Rider to this Lease. Tenant's use will occur Mondays through Friday, 8:00 a.m. to 8:00 p.m., Saturdays 9:00 a.m. to 1:00 p.m.

(B) Tenant shall not use or occupy, suffer or permit the Premises, or any part thereof, to be used in any manner which would in any way, (i) violate any laws or regulations of public authorities; (ii) make void or voidable any insurance policy then in force with respect to the Building; (iii) in the reasonable judgment of the Landlord, impair the appearance, character or reputation of the Building; (iv) in the reasonable judgment of the Landlord, discharge objectionable fumes, vapors or odors into the Building, air-conditioning systems or Building flues or vents in such a manner as to offend other occupants. The provisions of this Section shall not be deemed to be limited in any way to or by the provisions of any other Section or any Rule or Regulation.

(C) The emplacement of any equipment which will impose an evenly distributed floor load in excess of 100 pounds per square foot shall be done only after written permission is received from the Landlord. Such permission will be granted only after adequate proof is furnished by a professional engineer that such floor loading will not endanger the structure. Business machines and mechanical equipment in the Premises shall be placed and maintained by Tenant, at Tenant's expense, in such manner as shall be sufficient in Landlord's judgment to absorb vibration and noise and prevent annoyance or inconvenience to Landlord or any other tenants or occupants of the Building. All equipment (workstations, monitors, printers, copiers, etc.), with the exception of network and telephone/cable systems that operate 24 hours a day, must be turned off at the end of the day.

(D) Tenant will not at any time use or occupy the Demised Premises in violation of the certificate of occupancy (temporary or permanent) issued for the Building or portion thereof of which the Demised Premises form a part. If the contemplated use is not permitted by the certificate of occupancy issued for the Building, Tenant will have the right to terminate this Lease on notice to Landlord, in which case and upon such termination, Tenant will be entitled to, and Landlord will promptly return to Tenant, the security deposit paid by Tenant upon execution of this Lease.

(E) Tenant may only use or occupy the Demised Premises during the hours noted in item #4(A). Landlord will provide one EMERGENCY access card at no charge. With the use of an EMERGENCY access card, Tenant may use or occupy the Demised Premises outside the hours listed in item #4(A). The granting of an EMERGENCY access card is a privilege, not a right of tenancy. Tenant agrees to assume responsibility and acknowledge that there will be limited services at that time. Only emergency lights will

be on in public areas and corridors. Tenant further agrees not to compromise the security of the building by leaving any door open and available to unauthorized individuals.

(F) Intentionally omitted.

5. **LANDLORD ALTERATION:** Tenant leases the space "AS IS:", provided however that all building systems servicing the Demised Premises will be in working order and the Demised Premises will be free from leaks., seepage and water penetrations (and if not, Landlord will promptly repair or remediate as needed). Landlord will provide 60 desks/cubicles and 60 chairs.

6. **SERVICES:** (A) As long as Tenant is not in default under any covenants of this lease, Landlord, during the hours of 8:00 A.M. to 6:00 P.M. on weekdays, excluding legal holidays, shall provide normal services including electricity, heat and air conditioning to the "Common Area" of the Building.

(B) Intentionally omitted.

7. **LANDLORD REPAIRS:** Landlord, at its expense, will make all the repairs to and provide the maintenance of the Demised Premises (excluding painting and decorating) and for all public areas and facilities except such repairs and maintenance as may be necessitated by the negligence, improper care or use of such premises and facilities by Tenant, its agents, employees, licensees or invitees, which will be made by Landlord at Tenants' expense.

8. **WATER SUPPLY:** Landlord, at its expense, shall furnish hot and cold or tempered water for lavatory purposes to the common restrooms.

9. **PARKING FIELD:** Tenant shall have four (4) designated parking spots located directly outside the private entrance to suite A-2 and the right to use parking spaces for the parking of automobiles of the Tenant, its employees and invitees, in the Parking area reserved for Tenants of the Building (hereinafter sometimes referred to as "Building Parking Area") subject to the Rules and Regulations now or hereafter adopted by Landlord.

10. **DIRECTORY:** Landlord will furnish in the lobby of the Building a directory which will contain one listing requested by Tenant, at Landlord's expense. Landlord's acceptance of any name for listing on the directory will not be deemed, nor will it substitute for Landlord's consent, as required by this lease, to any sublease, assignment or other occupancy of the Premises.

11. **TAXES AND OTHER CHARGES:** All taxes are included in the rent. [Electric is billed by Landlord to Tenant at the rate of \$. per square foot for 55 hours per week.]

12. **TENANT'S REPAIRS:** Tenant shall take good care of the Demised Premises and, subject to the provisions of Article 7 hereof, Landlord at the expense of Tenant shall make as and when needed as a result of misuse or neglect by Tenant or Tenant's servants, employees, agents or licensees, all repairs in and about Demised Premises necessary to preserve them in good order and condition. Except as provided in Article

24 hereof, there shall be no allowance to Tenant for a diminution of rental value and no liability on the part of the Landlord by reason of inconvenience, annoyance or injury to business arising from Landlord, Tenant or others making any repairs, alterations, additions or improvements in or to any portion of the Building or the Demised Premises, or in or to the fixtures, appurtenances or equipment thereof, and no liability upon Landlord for failure of Landlord or others to make any repairs; alterations, additions or improvements in or to any portion of the Building or of the Demised Premises, or in or to the fixtures, appurtenances or equipment thereof.

13. **FIXTURES AND INSTALLATIONS:** All appurtenances, fixtures, improvements, additions and other property attached to or built into the Demised Premises, whether by Landlord or Tenant or others, and whether at Landlord's expense, or Tenant's expense, or the joint expense of Landlord and Tenant, shall be and remain the property of Landlord, except that any such fixtures, improvements, additions and other property installed at the sole expense of Tenant with respect to which Tenant has not been granted any credit or allowance by Landlord, whether pursuant to Schedule A or otherwise, and which are removable without material damage to the said Premises may be removed by Tenant on condition that Tenant shall repair at its expense any material damage to the Demised Premises or the Building resulting from such removal. All the outside walls of the Demised premises including corridor walls and the outside entrance doors to the Demise premises used for shafts, stacks, pipes, conduits, ducts or other building facilities, and the use thereof, as well as access thereto in and through the Demised Premises for the purpose of operation, maintenance, decoration and repair, are expressly reserved to Landlord, and Landlord does not convey any rights to Tenant therein. Notwithstanding the foregoing, Tenant shall enjoy full right of access to the demised Premises through the public entrances, public corridors and public areas within the Building.

14. **ALTERATIONS:** (A) After completion of the Demised Premises, tenant shall make no alterations, decorations, installations, additions or improvements (hereinafter collectively referred to as "Improvements") in or to the Demised Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, and then only at such times as Landlord may from time to time designate.

(B) All Improvements done by Tenant shall at all times comply with (i) laws, rules, orders and regulations of governmental authorities having jurisdiction thereof, and (ii) rules and regulations of the Landlord attached as Schedule "B".

(C) Plans and specifications prepared by and a the expense of Tenant shall be submitted to Landlord for its prior written approval; no installations or work shall be undertaken, started, or begun by Tenant, its agents, servants or employees, until Landlord has approved such plans and specifications; and no amendments or additions to such plans and specifications shall be made without the prior written consent of Landlord. Tenant agrees that it will not, either directly or indirectly, use any materials or choose any method of construction, if use of such materials or method of construction would or will unreasonably interfere with the maintenance and/or operation of the Building or any part thereof.

(D) Tenant's right to make Improvements shall be subject to the following additional conditions: (i) the Improvements will not result in a violation of, or require a change in, any Certificate of Occupancy

applicable to the Premises in the Building; (ii) the outside appearance, character or use of the Building shall not be affected; (iii) no part of the Building outside of the Premises shall be physically affected; and (iv) the proper functioning of any air conditioning, elevator, plumbing, electrical, sanitary, mechanical and other service or utility system of the Building shall not be affected.

(E) Tenant shall defend, indemnify and save harmless Landlord against any and all mechanics' and other liens filed in connection with its Improvements, repairs or installations, including the liens of any conditional sales of, or chattel mortgages upon, any materials, fixtures or articles so installed in and constituting part of the Premises and against any loss, cost, liability, claim, damage and expense, including reasonable counsel fees, penalties and fines incurred in connection with any such lien, conditional sale or chattel mortgage or any action or proceeding brought thereon. As a condition precedent to Landlord's consent to the making by Tenant of improvements, Tenant agrees to obtain and deliver to Landlord, written and unconditional waivers of mechanics' liens for all work, labor and services to be performed and materials to be furnished, signed by all contractors, subcontractors, material men and laborers to become involved in such work.

Tenant, at its expense, shall procure the satisfaction or discharge of all such liens within ten (10) days of the filing of such lien against the Premises or the Building. If Tenant shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by Landlord, and all costs and expenses incurred by Landlord in connection therewith, together with interest thereon at the London Interbank Offer Rate (LIBOR) then prevailing from the respective dates of Landlord's making of the payments or incurring of the cost and expense, shall constitute additional rent and shall be paid on demand.

Notwithstanding the foregoing, Tenant may make alterations of a decorative nature without Landlord's consent.

15. **REQUIREMENTS BY LAW:** (A) Tenant, at Tenant's sole cost and expense, shall comply with all statutes, laws, ordinances, orders, regulations and notices of Federal, State, County and Municipal authorities, and with all directions, pursuant to law, of all public officers, which shall impose any duty upon Landlord or Tenant with respect to the Demised Premises or the use or occupation thereof, except that Tenant shall not be required to make any structural alterations in order so to comply unless such alterations shall be necessitated or occasioned, in whole or in part by the acts, omissions, or negligence of Tenant or any person claiming through or under tenant or any of their servants, employees, contractors, agents, visitors or licensees, or by the particular use or occupancy or manner of use or occupancy of Demised Premises by Tenant, or any such person.

(B) The parties acknowledge that there are certain Federal, State and local laws, regulations and guidelines now in effect and that additional laws, regulations and guidelines may hereafter be enacted,

relating to or affecting the Premises, the Building, and the land of which the Premises and the Building may be part, concerning the impact on the environment of construction, land use, the maintenance and operation of structures and the conduct of business. Tenant will not cause, or permit to be caused, any act or practice, by negligence, omission, or otherwise, that would adversely affect the environment or do anything to be done that would violate any of said laws, regulations, or guidelines. Any violation of this covenant shall be an event of default under this lease.

(C) Tenant covenants that it will not deposit, store, dispose, dump, inject, spill, leak or otherwise place or release upon or in the premises, a hazardous or toxic waste, waste product, or substance as defined in 42 USC Section 9601 or as defined in any other statute, rule or regulation of any governmental authority.

16. **END OF TERM:** (A) Upon the expiration or other termination of the Term of this lease, Tenant shall, at its own expense, quit and surrender to Landlord the Demised Premises, broom clean, in good order and condition, ordinary wear, tear and damage by fire or other insured casualty excepted, and Tenant shall remove all of its property and shall pay the cost to repair all damage to the Demised Premises or the Building occasioned by such removal. Any property not removed from the Premises shall be deemed abandoned by Tenant and may be retained by Landlord, as its property, or disposed of in any manner deemed appropriate by Landlord. Any expense incurred by Landlord in removing or disposing of such Tenant's property shall be reimbursed to Landlord by Tenant on demand. Tenant expressly waives, for itself and for any person claiming through or under Tenant, any rights which Tenant or any such person may have under the provisions of Section 2201 of the New York Civil Practice Law and Rules and of any successor law of like import then in force, in connection with any holdover or summary proceedings which Landlord may institute to enforce the foregoing provisions of this Article. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Term of this lease. If the last day of the term of this lease or any renewal hereof falls on Sunday or a legal holiday, this lease shall expire on the business day immediately preceding. Tenant's obligations under this Article 16 shall survive the Expiration Date or sooner termination of this lease.

(B) If Tenant shall hold over after the end of the Term, such holding over shall be unlawful and in no manner constitute a renewal or an extension of the lease and no notice of any kind shall be required prior to any commencement of summary proceeding and Tenant hereby waives any such right. However, during such hold over time Tenant shall have all of the obligations of this lease, including payment of rent at a monthly rate equal to double the amount due during the first month of the last year of occupancy before the end of the expired term, plus any escalations or additional rent provided for in this lease.

17. **QUIET ENJOYMENT:** Landlord covenants and agrees with Tenant that upon Tenant paying the Rent and additional rent and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Demised Premises during the term of this lease without hindrance or molestation by anyone claiming by or through Landlord, subject, nevertheless, to the terms, covenants and conditions of this lease including, but not limited to Article 22.

18. **SIGNS:** Landlord will provide a plaque with Tenant's name, one listing, next to the exterior door. No other signs may be posted on the exterior door(s) and walls. Landlord will not be unreasonably withhold, condition or delay its approval of other signs requested by Tenant.

19. **RULES AND REGULATIONS:** Tenant and Tenant's agents, employees, visitors, and licensees shall faithfully observe and strictly comply with, and shall not permit violation of the Rules and Regulations set forth on Schedule "C" annexed hereto and made part hereof, and with such further reasonable Rules and Regulations as Landlord at any time may make and communicate in writing to Tenant which, in Landlord's judgment shall be necessary for the reputation, safety, care of appearance of the Building and the land allocated to it or the preservation of good order therein, or the operation or maintenance of the Building, and such land, its equipment, or the more useful occupancy or the comfort of the tenants or others in the Building. Landlord shall not be liable to Tenant for the violation of any of said Rules and Regulations, or the breach of any covenant or condition in any lease by any other tenant in the Building. Notwithstanding the above, Landlord shall not be permitted to materially alter or change the terms and conditions of this lease through the imposition of new or changed Rules and Regulations nor to impose rules that apply to Tenant and not to all other tenants of the Building..

20. **RIGHT TO SUBLET:** (A) The Tenant covenants that it shall not assign this lease nor sublet the Demised Premises or any part thereof without the prior written consent of Landlord in each instance, such consent not to be unreasonably withheld, except on the conditions hereinafter stated. The Tenant may assign this Lease or sublet the Demised Premises with Landlord's written reasonable consent, providing:

(i) That such assignment or sublease is for a use which is in compliance with the then existing zoning regulations and the Certificate of Occupancy;

(ii) That at the time of such assignment or subletting, there is no default under the terms of this Lease on the Tenant's part;

(iii) That in the event of an assignment, the assignee assume in writing the performance of all of the terms and obligations of the within lease;

(iv) That a duplicate original of said assignment or sublease be delivered by registered mail to the Landlord at the address herein set forth within ten (10) days from the said assignment or sublease and within ninety (90) days of the date that Tenant first advises Landlord of the name and address of the proposed subtenant or assignee as required, pursuant to subparagraph (B) hereof;

(v) Transfer of the majority of the stock of a corporate Tenant to an unaffiliated entity shall be deemed as assignment.

(vi) If this lease be assigned, or if the Demised Premises or any part thereof be under let or occupied by anybody other than Tenant, Landlord may after default by Tenant collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, under-letting, occupancy or collection shall be deemed a waiver of this

covenant or the acceptance of the assignee, under-tenant or occupant as Tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained;

(B) The consent by the Landlord to the assignment or underwriting shall not in any way be construed to relieve Lessee from obtaining the express consent in writing of owner to any further assignment or under-letting nor shall it be construed as to release Tenant from any and all obligations of Tenant hereunder.

(C) Tenant may, without the consent of Landlord, assign this lease to an affiliated (i.e. a corporation 20% or more of whose capital stock is owned by the same stockholders owning 20% of Tenant's capital stock or more), parent or subsidiary corporation of Tenant or to any other public benefit corporation or public authority established under the laws of the State of New York or any executive agency, department or division of the State of New York or to a corporation to which it sells or assigns all or substantially all of its assets or with which it may be consolidated or merged, provided such purchasing, consolidated, merged or affiliated or subsidiary corporation shall, in writing assume and agree to perform all of the obligations of Tenant under this lease and it shall deliver such assumption with a copy of such assignment to Landlord within ten (10) days thereafter, and provided further that Tenant shall not be released or discharged from any liability under this lease by reason of such assignment.

21. LANDLORD'S ACCESS TO PREMISES: (A) Landlord or Landlord's agents shall have the right to enter and/or pass through the Demised Premises at all reasonable times on reasonable notice, except in an emergency, to examine the same, and to show them to ground lessors, prospective purchasers or lessees or mortgagees of the Building, and to make such repairs, improvements or additions as Landlord may deem necessary or desirable and Landlord shall be allowed to take all material into and upon and/or through said Demised Premises that may be required therefor. During the year prior to the expiration of the Term of this lease, or any renewal term, Landlord may exhibit the Demised Premises to prospective tenants or purchasers at all reasonable hours and without unreasonably interfering with Tenant's business. If Tenant shall not be personally present to open and permit an entry into said premises at any time, when for any reason an entry therein shall be necessary or permissible, Landlord or Landlord's agents may enter the same by a master key or forcibly, without rendering Landlord or such agent liable therefor (if during such entry Landlord or Landlord's agents shall accord reasonable care to Tenant's property). Notwithstanding the preceding, 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 both federal and State privacy laws. Accordingly landlord agrees that, in the event it exercises the right identified in the preceding sentence, it 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.

(B) Landlord shall also have the right at any time, to change the arrangement and/or location of entrances or passageways, doors and doorways, and corridors, elevators, stairs, toilets, or other public parts of the Building, provided, however, that Landlord shall make no change in the arrangement and/or location of entrances or passageways or other public parts of the Building which will adversely affect in any material manner Tenant's use and enjoyment of the Demised Premises. Landlord shall also have the right,

at any time, to name the Building, including, but not limited to, appropriate signs and/or lettering on any or all entrances to the Building, and to change the name, number or designation by which the Building is commonly known.

(C) Neither this lease nor any use by Tenant shall give Tenant any right or easement to the use of any door or passage or concourse connecting with any other building or to any public conveniences, and the use of such doors and passages and concourse and of such conveniences may be regulated and/or discontinued at any time and from time to time by Landlord without notice to Tenant.

(D) The exercise by Landlord or its agents of any right reserved to Landlord in this Article shall not constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of rent, or relieve Tenant from any of its obligations under this lease, or impose any liability upon Landlord, or its agents, or upon any lessor under any ground or underlying lease, by reason of inconvenience or annoyance to Tenant, or injury to or interruption of Tenant's business, or otherwise.

22. SUBORDINATION: (A) This lease and all rights of Tenant hereunder are, and shall be, subject and subordinate in all respects to all ground leases and/or underlying leases and to all first mortgages and building loan agreements which may now or hereafter be placed on or affect such leases and/or the Real Property of which the Demised Premises form a part, or any part or parts of such Real Property, and/or Landlord's interest or estate therein, and to each advance made and/or hereafter to be made under any such mortgages, and to all renewals, modifications, consolidations, replacements and extensions thereof and all substitutions therefor. This Section A shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall execute and deliver promptly any certificate that Landlord and/or any mortgagee and/or the lessor under any ground or underlying lease and/or their respective successors in interest may request.

(B) Without limitation of any of the provisions of this lease, in the event that any mortgagee or its assigns shall succeed to the interest of Landlord or of any successor-landlord and/or shall have become lessee under a new ground or underlying lease, then, at the option of such mortgagee, this lease shall nevertheless continue in full force and effect and Tenant shall and does hereby agree to attorn to such mortgagee or its assigns and to recognize such mortgagee or its respective assigns as its Landlord.

(C) Tenant shall, at any time and from time to time upon not less than five days' prior notice by Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying that this lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modification) and the dates to which the Rent, additional rent and other charges have been paid in advance, if any, and stating whether or not to the best knowledge of the signer of such certificate Landlord is in default in performance of any covenant, agreement, term, provision or condition contained in this lease, and if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by any prospective purchaser or lessee of said real property or any interest or estate therein, any mortgagee or prospective mortgagee thereof or any prospective assignee of any mortgage thereof. If, in connection with obtaining financing for the Building and the land allocated to it, a banking, insurance or other recognized

institutional lender shall request reasonable modifications in this lease as a condition to such financing. Tenant will not unreasonably withhold, delay or defer its consent thereof, provided that such modifications do not increase the obligations of Tenant hereunder or materially adversely affect the leasehold interest hereby created.

23. **PROPERTY LOSS, DAMAGE REIMBURSEMENT:** (A) Landlord or its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the Building, nor for the loss of or damage to any property of Tenant by theft or otherwise, except if such damage or loss is results from the gross negligence or willful misconduct of Landlord or its agents. Landlord or its agents shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, electrical disturbance, water, rain or snow or leaks from any par; of the Building or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature, unless caused by or due to the negligence of Landlord, its agents, servants or employees; nor shall Landlord or its agents be liable for any such damage caused by other tenants or persons in the Building or caused by operations in construction of any private, public or quasi-public work; nor shall Landlord be liable for any latent defect in the Demised Premises or in the Building. If at any time any windows of the Demised Premises are temporarily closed or darkened incident to or for the purpose of repairs, replacements, maintenance and/or cleaning in, on, to or about the Building or any part or parts thereof, Landlord shall not be liable for any damage Tenant may sustain thereby and Tenant shall not be entitled to any compensation therefor nor abatement of rent nor shall the same release Tenant from its obligations hereunder nor constitute an eviction. Tenant shall reimburse and compensate Landlord as additional rent for all expenditures made by, or damages or fines sustained or incurred by Landlord due to non-performance or non-compliance with or breach or failure to observe any term, covenants or condition of this lease upon Tenant's part to be kept, observed, performed or complied with. Tenant shall give immediate notice to Landlord in case of fire or accidents in the Demised Premises or in the Building or of defects therein or in any fixtures or equipment.

TENANT'S INDEMNITY: (B) Tenant shall indemnify and save harmless Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations arising from the conduct or management of or from any work or thing whatsoever done (other than by Landlord or its contractors or the agents or employees of either) in and on the Demised Premises during the term of this lease and during the period of time, if any prior to the specified commencement date that Tenant may have been given access to the Demised Premises for the purpose of making installations, and will further indemnify and save harmless Landlord against and from any and all claims arising from any condition of the Demised Premises due to or arising from the gross negligence or intentional misconduct of Tenant or any of its agents, contractors, servants, employees, licensees or invitees and against and from all costs, expenses, and liabilities incurred in connection with any such claim or claims or action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, agrees that Tenant, at Tenant's expense, will resist or defend such action or proceeding and will employ counsel therefor reasonably satisfactory to Landlord.

(C) Landlord shall indemnify and save harmless tenant from any and all claims whatsoever which arise from any condition of the building or the demised premises and which are not caused by tenant.

Landlord specifically shall indemnify tenant from any and all conditions of the building which exist prior to tenant's occupancy.

24. **DESTRUCTION - FIRE OR OTHER CASUALTY:** (A) If the Premises or any part thereof shall be damaged by fire or other casualty and Tenant gives prompt notice thereof to Landlord, Landlord shall proceed with reasonable diligence to repair or cause to be repaired such damage. The Rent shall be abated to the extent that the Premises shall have been rendered un-tenantable, such abatement to be from the date of such damage or destruction to the date the Premises shall be substantially repaired or rebuilt, in proportion which the area of the part of the Premises so rendered un-tenantable bears to the total area of the Premises.

(B) If the Premises shall be totally damaged or rendered wholly un-tenantable by fire or other casualty, and Landlord or Tenant has not terminated this lease pursuant to Subsection (C) and Landlord has not completed the making of the required repairs and restored and rebuilt the Premises and/or access thereto within nine (9) months from the date of such damage or destruction, and such additional time after such date (but in no event to exceed six (6) months), as shall equal the aggregate period Landlord may have been delayed in doing so by unavoidable delays or adjustment of insurance, Tenant may serve notice on Landlord of its intention to terminate this lease, and if within thirty (30) days thereafter Landlord shall not have completed the making of the required repairs and restored and rebuilt the Premises, this lease shall terminate on the expiration of such thirty (30) day period as if such termination date were the Expiration Date, and the Rent and additional rent shall be apportioned as of such date of sooner termination and any prepaid portion of Rent and additional rent for any period after such date shall be refunded by Landlord to Tenant.

(C) If the Premises shall be totally damaged or rendered wholly un-tenantable by fire or other casualty or if the Building shall be so damaged by fire or other casualty that substantial alteration or reconstruction of the Building shall be required (whether or not the Premises shall be damaged by such fire or other casualty), then in any of such events Landlord or Tenant may, at its option, terminate this lease and the Term and estate hereby granted. In the event that such notice of termination shall be given, this lease and the Term and estate hereby granted, shall terminate as of the date provided in such notice of termination (whether or not the Term shall have commenced) with the same effect as if that were the Expiration Date, and the Rent and additional rent shall be apportioned as of such date or sooner termination, and any prepaid portion of Rent and additional rent for any period after such date shall be refunded by Landlord to Tenant.

(D) Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage by fire or other casualty or the repair thereof. Landlord will not carry insurance of any kind on Tenant's property, and Landlord shall not be obligated to repair any damage thereto or replace the same.

(E) This lease shall be considered an express agreement governing any case of damage to or destruction of the Building or any part thereof 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 such express

agreement, and any other law of like import now or hereafter enacted, shall have no application in such case.

25. **INSURANCE:** (A) Tenant shall not do anything, or suffer or permit anything to be done in or about the Premises which shall (a) subject Landlord to any liability or responsibility for injury to any person or property by reason of any activity being conducted in the Premises or (b) cause any increase in the fire insurance rates applicable to the Building or equipment or other property located therein at the beginning of the Term or at any time thereafter. Tenant, at Tenant's expense, shall comply with all rules, orders, regulations or requirements of the New York Board of Fire Underwriters and the New York Fire Insurance Rating Organization or any similar body.

(B) If, by reason of any act or omission on the part of Tenant, the rate of fire insurance with extended coverage on the Building or equipment or other property of Landlord or any other tenant or occupant of the Building shall be higher than it otherwise would be, Tenant shall reimburse Landlord and all such other tenants or occupants, on demand, for that part of the premiums for fire insurance and extended coverage paid by Landlord and such other tenants or occupants because of such act or omission on the part of Tenant.

(C) In the event that any dispute should arise between Landlord and Tenant concerning insurance rates, a schedule or make up of insurance rates for the Building or the Premises, as the case may be, issued by the New York Fire Insurance Rating Organization or other similar body making rates for fire insurance and extended coverage for the Premises concerned, shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rates with extended coverage then applicable to such Premises.

(D) Tenant shall obtain and keep in full force and effect during the Term, at its own cost and expense, (a) Public Liability Insurance, such insurance to afford protection in an amount of not less than [REDACTED] dollars for injury or death arising out of any one occurrence, and [REDACTED] Dollars for damage to property, protecting Landlord and Tenant as named insureds against any and all claims for personal injury, death or property damage occurring in, upon, adjacent to, or connected with the Premises or any part thereof and (b) insurance against loss or damage by fire, and such other risks and hazards as are insurable under present and future standard forms of fire and extended coverage insurance policies, to tenant's property for the full insurable value thereof, protecting Landlord and Tenant as named insureds.

(E) Said insurance is to be written in form and substance satisfactory to Landlord by a good and solvent insurance company of recognized standing, admitted to do business in the State of New York, which shall be reasonably satisfactory to Landlord. Tenant shall procure, maintain and place such insurance and pay all premiums and charges therefor and upon failure to do so Landlord may, but shall not be obligated to, procure, maintain and place such insurance or make such payments, and in such event the Tenant agrees to pay the amount thereof, plus interest at the legal rate then prevailing, to Landlord on demand and said sum shall be in each instance collectible as Additional Rent on the first day of the month following the date of payment by Landlord. Tenant shall cause to be included in all such insurance policies

a provision to the effect that the same will be non-cancelable except upon twenty (20) days written notice to Landlord. On the Commencement Date the original insurance policies or appropriate certificates shall be deposited with Landlord. Any renewals, replacements or endorsements thereto shall also be deposited with Landlord to the end that said insurance shall be in full force and effect during the Term.

(F) Each party agrees to use its best efforts to include in each of its insurance policies (insuring the Building and Landlord's property therein, in the case of Landlord, and insuring Tenant's property, in the case of Tenant, against loss, damage or destruction by fire or other casualty) a waiver of the insurer's right of subrogation against the other party, or if such waiver should be unobtainable or unenforceable (a) an express agreement that such policy shall not be invalidated if the assured waives or has waived before the casualty the right of recovery against any party responsible for a casualty covered by the policy, or (b) any other form of permission for the release of the other party, or (c) the inclusion of the other party as an additional insured, but not a party to whom any loss shall be payable. If such waiver, agreement or permission shall not be, or shall cease to be, obtainable without additional charge or at all, the insured party shall so notify the other party promptly after learning thereof. In such case, if the other party shall agree in writing to pay the insurer's additional charge therefor, such waiver, agreement or permission shall be included in the policy, or the other party shall be named as an additional assured in the policy, but not a party to whom any loss shall be payable. Each such policy which shall so name a party hereto as an additional assured shall contain, if obtainable, agreements by the insurer that the policy will not be canceled without at least twenty (20) days prior notice to both assureds and that the act or omission of one assured will not invalidate the policy as to the other assured.

(G) As long as Landlord's fire insurance policies then in force include the waiver of subrogation or agreement or permission to release liability referred to in Subsection (F) or name the Tenant as an additional assured, Landlord hereby waives (a) any obligation on the part of Tenant to make repairs to the Premises necessitated or occasioned by fire or other casualty that is an insured risk under such policies, and (b) any right of recovery against Tenant, any other permitted occupant of the Premises, and any of their servants, employees, agents or contractors, for any loss occasioned by fire or other casualty that is an insured risk under such policies. In the event that at any time Landlord's fire insurance carriers shall not include such or similar provisions in Landlord's fire insurance policies, the waivers set forth in the foregoing sentence shall be deemed of no further force or effect.

(H) As long as Tenant's fire insurance policies then in force include the waiver of subrogation or agreement or permission to release liability referred to in Subsection (F), or name the Landlord as an additional assured Tenant hereby waives (and agrees to cause any other permitted occupants of the premises to execute and deliver to Landlord written instruments waiving) any right of recovery against Landlord, any other tenants or occupants of the Building, and any servants, employees, agents or contractors of Landlord or of any such other tenants or occupants, for any loss occasioned by fire or other casualty which is an insured risk under such policies. In the event that at any time Tenant's fire insurance carriers shall not include such or similar provisions in Tenant's fire insurance policies, the waiver set forth in the foregoing sentence shall, upon notice given by Tenant to Landlord, be deemed of no further force or effect with respect to any insured risks under such policy from and after the giving of such notice. During any period while the foregoing waiver of right of recovery is in effect, Tenant, or any other permitted

occupant of the Premises, as the case may be, shall look solely to the proceeds of such policies to compensate Tenant or such other permitted occupant for any loss occasioned by fire or other casualty which is an insured risk under such policies.

(I) Tenant may effect the insurance required hereunder by blanket policies of insurance.

26. EMINENT DOMAIN: (A) In the event that the whole of the Demised Premises shall be lawfully condemned or taken in any manner for any public or quasi-public use, this lease and the Term and estate hereby granted shall forthwith cease and terminate as of the date of vesting of title. In the event that only a part of the Demised Premises shall be so condemned or taken, then effective as of the date of vesting of title, the Rent hereunder shall be abated in an amount thereof apportioned according to the area of the Demised Premises so condemned or taken. In the event that only a part of the Building shall be so condemned or taken, then (a) Landlord or tenant (whether or not the Demised Premises be affected) may, at its option, terminate this lease and the Term and estate hereby granted as of the date of such vesting of title by notifying the other party in writing of such termination within sixty (60) days following the date on which Landlord shall have received notice of vesting of title or (b) if neither Landlord nor Tenant elects to terminate this lease, as aforesaid, this lease shall be and remain unaffected by such condemnation or taking, except that the Rent shall be abated to the extent, if any, hereinabove provided in this Article 26. In the event that only a part of the Demised Premises shall be so condemned or taken and this lease and the Term and estate hereby granted are not terminated as hereinbefore provided, Landlord will, at its expense, restore the remaining portion of the Demised Premises as nearly as practicable to the same condition as it was in prior to such condemnation or taking.

(B) In the event of a termination in any of the cases hereinabove provided, this lease and the Term and estate granted shall expire as of the date of such termination with the same effect as if that were the date hereinbefore set for the expiration of the Term of this lease, and the rent hereunder shall be apportioned as of such date.

(C) In the event of any condemnation or taking hereinabove mentioned of all or a part of the Building, Landlord shall be entitled to receive the entire award in the condemnation proceeding, including any award made for the value of the estate vested by this lease in Tenant, and Tenant hereby expressly assigns to Landlord any and all right, title and interest of Tenant now or hereafter arising in or to any such award or any part thereof, and Tenant shall be entitled to receive no part of such award, except that the Tenant may file a claim for any taking of non-movable fixtures owned by Tenant and for moving expenses incurred by Tenant. It is expressly understood and agreed that the provisions of this Article 26 shall not be applicable to any condemnation or taking for governmental occupancy for a limited period.

27. NONLIABILITY OF LANDLORD: (A) If Landlord or a successor in interest is an individual (which term as used herein includes aggregates of individual, such as joint ventures, general or limited partnerships or associations) such individual shall be under no personal liability with respect to any of the provisions of this Lease, and if such individual hereto is in breach or default with respect to its obligations under this lease, Tenant shall look solely to the equity of such individual in the land and building of which the Demised Premises form a part for the satisfaction of Tenant's remedies and in no event shall Tenant

attempt to secure any personal judgment against any partner, employee or agent of Landlord by reason of such default by Landlord.

(B) The word "Landlord" as used herein means only the owner in fee for the time being of the land and Building to the owners of a lease of the Building or of the land and Building) of which the Premises form a part, and in the event of any sale of the Building and land of which the Demised Premises form a part, Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder and it shall be deemed and construed without further agreement between the parties or between the parties and the purchaser of the Premises, that such purchaser has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder.

28. DEFAULT: (A) Upon the occurrence, at any time prior to or during the Demised Term, of any one or more of the following events (referred to as "Events of Default"):

(i) If Tenant shall default in the payment when due of any installment of Rent or in the payment when due of any additional rent, and such default shall continue for a period of ten (10) days after notice by Landlord to Tenant of such default; or

(ii) If Tenant shall default in the observance or performance of any term, covenant or condition of this lease on Tenant's part to be observed or performed (other than the covenants for the payment of Rent and additional rent) and Tenant shall fail to remedy such default within twenty (20) days after notice by Landlord to Tenant of such default, or if such default is of such a nature that it cannot be completely remedied within said period of twenty (20) days and Tenant shall not commence within said period of twenty (20) days, or shall not thereafter diligently prosecute to completion, all steps necessary to remedy such default; or

(iii) If Tenant shall file a voluntary petition in bankruptcy or insolvency, or shall be adjudicated a bankrupt or become insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute of law, or shall make an assignment for the benefit of creditors or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of all or any part of Tenant's property; or

(iv) If, within sixty (60) days after the commencement of any proceeding against Tenant, whether by the filing of a petition or otherwise seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, such proceedings shall not have been dismissed, or if, within sixty (60) days after the appointment or any trustee, receiver or liquidator of Tenant, or of all or any part of Tenant's property, without the consent or acquiescence of Tenant, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against Tenant or any of Tenant's

property pursuant to which the Demised Premises shall be taken or occupied or attempted to be taken or occupied; or

(v) If Tenant shall default in the observance or performance of any term, covenants or condition on Tenant's part to be observed or performed under any other lease with Landlord of space in the Building and such default shall continue beyond any grace period set forth in such other lease for the remedying of such default; or

(vi) If the Demised Premises shall become vacant, deserted or abandoned for a period of ten (10) consecutive days; or

(vii) If Tenant's interest in this lease shall devolve upon or pass to any person, whether by operation of law or otherwise, except as expressly permitted under Article 20.

Then, upon the occurrence, at any time prior to or during the Demised Term, of any one or more of such Events of Default, Landlord, at any time thereafter, at Landlord's option, may give to Tenant a five (5) business days' notice of termination of this lease and, in the event such notice is given, this lease and the Term shall come to an end and expire (whether or not said term shall have commenced) upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) business days were the Expiration Date, but Tenant shall remain liable for damages as provided in Article 30.

(B) If, at any time (i) Tenant shall be comprised of two (2) or more persons, or (ii) Tenant's obligations under this lease shall have been guaranteed by any person other than Tenant, or (iii) Tenant's interest in this lease shall have been assigned, the word "tenant", as used in subsection (iii) and (iv) of Section 28A, shall be deemed to mean any one or more of the persons primarily or secondarily liable for Tenant's obligations under this lease. Any monies received by Landlord from or on behalf of Tenant during the pendency of any proceeding of the types referred to in said subsections (iii) and (iv) shall be deemed paid as compensation for the use and occupation of the Demised Premises and the acceptance of any such compensation by Landlord shall not be deemed an acceptance of Rent or a waiver on the part of Landlord of any rights under Section 28(A).

29. **TERMINATION ON DEFAULT:** (A) If Tenant shall default in the payment when due of any installment of rent or in the payment when due of any additional rent and such default shall continue for a period of ten (10) days after notice by Landlord to Tenant of such default, or if this lease and the Demised Term shall expire and come to an end as provided in Article 28:

(i) Landlord and its agents and servants may immediately, or at any time after such default or after the date upon which this lease and the Demised Term shall expire and come to an end, re-enter the Demised Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Demised Premises and dispossess Tenant and any other persons from the Demised Premises and remove any and all of their property and effects from the Demised Premises; and

(ii) Landlord, at Landlord's option, may re-let the whole or any part or parts of the Demised premises from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. Landlord shall have no obligation to re-let the Demised Premises or any part thereof and shall in no event be liable for refusal or failure to re-let the Demised Premises or any part thereof, or, in the advent of any such re-letting, for refusal or failure to collect any rent due upon any such re-letting, and no such refusal or failure shall operate to relieve Tenant of any liability under this lease or otherwise to affect any such liability. Landlord, at Landlord's option, may make such repairs, replacements, alterations, additions, improvements, decoration and other physical changes in and to the Demised Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such re-letting or proposed re-letting, without relieving Tenant of any liability under this lease or otherwise affecting any such liability.

(B) Tenant, on its own behalf and on behalf of all persons claiming through or under Tenant, including all creditors, does hereby waive any and all rights which Tenant and all such persons might otherwise have under any present or future law to redeem the Demised Premises, or to re-enter or repossess the Demised Premises, or to restore the operation of this lease, after (i) Tenant shall have been dispossessed by a judgment or by warrant of any court or judge, or (ii) any re-entry by Landlord, or (iii) any expiration or termination of this lease and the Demised Term, whether such dispossession, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this lease. In the event of a breach or threatened breach by Tenant or any persons claiming through or under Tenant, of any term, covenants or condition of this lease on Tenant's part to be observed or performed, Landlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this lease for such breach. The rights to invoke the remedies hereinbefore set forth are cumulative and shall not preclude Landlord from invoking any other remedy allowed at law or in equity.

30. DAMAGES: (A) If this lease and the Demised Term shall expire and come to an end as provided in Article 28 or by or under any summary proceeding, or any other action or proceeding or if Landlord shall re-enter the Demised Premises as provided in Article 29 or by or under any summary proceedings or any other action or proceeding, then, in any of said events:

((i) Tenant shall pay to Landlord all Rent, additional rent and other charges payable under this lease by Tenant to Landlord to the date upon which this lease and the Demised Term shall have expired and come to an end or to the date of re-entry upon the Demised Premises by Landlord, as the case may be; and

(ii) Tenant shall also be liable for and shall pay to Landlord, as damages, any deficiency (referred to as "Deficiency") between the Rent and additional rent reserved in this lease for the period which otherwise would have constituted the unexpired portion of the demised Term and the net amount, if any, of rents collected under any re-letting effected pursuant to the provisions of

Section 29(A) for any part of such period (first deducting from the rents collected under any such re-letting all of Landlord's expenses in connection with the termination of this lease or Landlord's re-entry upon the Demised Premises and with such re-letting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs and other expenses of preparing the Demised Premises for such re-letting). Any such Deficiency shall be paid in monthly installments by Tenant on the days specified in this lease for payment of installments of Rent. Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Landlord's rights to collect the Deficiency for any subsequent month by a similar proceeding; and

(iii) At any time after the Demised Term shall have expired and come to an end or Landlord shall have re-entered upon the Demised Premises, as the case may be, whether or not Landlord shall have collected any monthly Deficiencies as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, as and for liquidated and agreed final damages, a sum equal to the amount by which the Rent and additional rent reserved in this lease for the period which otherwise would have constituted the unexpired portion of the Demised Term exceeds the then fair and reasonable rental value of the Demised Premises for the same period, both discounted to present worth at the rate of four (4%) per cent per annum. If, before presentation of proof of such liquidated damages to any court, commission, or tribunal, the Demised Premises, or any part thereof, shall have been re-let by Landlord for the period which otherwise would have constituted the unexpired portion of the Demised Term, or any part thereof, the amount of Rent reserved upon such re-letting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Demised Premises so re-let during the term of the re-letting.

(B) If the Demised Premises, or any part thereof, shall be re-let together with other space in the Building, the rents collected or reserved under any such re-letting and the expenses of any such re-letting shall be equitably apportioned for the purposes of this Article 30. Tenant shall in no event be entitled to any rents collected or payable under any re-letting, whether or not such rents shall exceed the rent reserved in this lease. Solely for the purposes of this Article, the term "Rent" as used in Section 30(A) shall mean the rent in effect immediately prior to the date upon which this lease and the Demised Term shall have expired and come to an end, or the date of re-entry upon the Demised Premises by Landlord, as the case may be, plus any additional rent payable pursuant to the provisions of Article 11 of the Escalation Year (as defined in Article 11) immediately preceding such event. Nothing contained in Article 28 and 29 of this Lease shall be deemed to limit or preclude the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Landlord may be entitled in addition to the damages set forth in Section 30(A).

(c) If the event of Tenant's default, and notwithstanding any contrary provision above, Landlord agrees to use commercially reasonable efforts to mitigate Tenant's damages. Landlord will be deemed to have complied with its obligation to mitigate if it uses commercially reasonable efforts to re-let the Demised Premises, including listing it for rental with a qualified broker, and will not be required to give priority to leasing the Demised Premises over other available vacant space in the Building.

31. **SUMS DUE LANDLORD:** In any case in which the Rent or additional rent is not paid within five (5) days of the day when same is due, Tenant shall pay a late charge equal to \$.08-1/2 for each dollar so due, and in addition thereto, the sum of \$100.00 for the purpose of defraying expenses incident to the handling of such delinquent account. Tenant further agrees that the late charge imposed is fair and reasonable, complies with all laws, regulations and statutes, and constitutes an agreement between Landlord and Tenant as to the estimated compensation for costs and administrative expenses incurred by Landlord due to the late payment of rent to Landlord by Tenant. Tenant further agrees that the late charge assessed pursuant to this lease is not interest, and the late charge assessed does not constitute a lender or borrower/creditor relationship between Landlord and Tenant.

32. **NO WAIVER:** No act or thing done by Landlord or Landlord's agents during the term hereby demised shall be deemed an acceptance of a surrender of said Demised Premises, and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys of said Demised Premises prior to the termination of this lease. The delivery of keys to any employee of Landlord or of Landlord's agents shall not operate as a termination of this lease or a surrender of the Demised Premises. In the event of Tenant at any time desiring to have Landlord underlet the Demised Premises for Tenant's account, Landlord or Landlord's agents are authorized to receive said keys for such purposes without releasing Tenant from any of the obligations under this lease, and Tenant hereby relieves Landlord of any liability for loss of or damage to any of Tenant's effects in connections with such under-letting. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenants or conditions of this lease, or any of the Rules and Regulations annexed hereto and made a part hereof or hereafter adopted by Landlord, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach. The failure of Landlord to enforce any of the Rules and Regulations annexed hereto and made a part hereof or hereafter adopted, against Tenant and/or any other tenant in the Building shall not be deemed a waiver of any such Rules and Regulations. No provision of this lease shall be deemed to have been waived by Landlord, unless such waiver is in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlords' right to recover the balance of such Rent or pursue any other remedy in this lease provided,

33. **WAIVER OF TRIAL BY JURY:** To the extent such waiver is permitted by law, Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by Landlord or Tenant against the other on any matter whatsoever arising out of or in any way connected with this lease, the relationship of landlord and tenant, the use or occupancy of the Demised Premises by Tenant or any person claiming through or under Tenant, any claim of injury or damage, and any emergency or other statutory remedy. The provisions of the foregoing sentence shall survive the expiration or any sooner termination of the Demised Term. If Landlord commences any summary proceeding for nonpayment of Rent, Tenant

agrees not to interpose any counterclaim of whatever nature or description in any such proceeding. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord's obtaining possession of the Demised Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise.

34. **BILLS AND NOTICES:** Except as otherwise expressly provided in this lease, any bills, statements, notices, demands, requests or other communications given or required to be given under this lease shall be effective only if rendered or given in writing, sent by registered or certified mail (return receipt requested), addressed (A) to Tenant (i) at Tenant's address set forth in this lease if mailed prior to Tenant's taking possession of the Demised Premises, or (ii) at: NYS Homes & Community Renewal/Housing Trust Fund Corp. 38-40 State Street, Albany, NY 12207, Attn: Ms. Karen Hunter, Deputy Director of Finance and at the Building, if mailed subsequent to Tenant's taking possession of the Demised Premises, or (iii) at any place where Tenant or any agent or employee of Tenant may be found if mailed subsequent to Tenant's vacating, deserting, abandoning or surrendering the Demised Premises, or (B) to Landlord at Landlord's address set forth in this lease, or (C) addressed to such other address as either Landlord or Tenant may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Article. Any such bills, statements, notices, demands, requests or other communications shall be deemed to have been rendered or given on the date when it shall have been mailed as provided in this Article.

35. **INABILITY TO PERFORM:** (A) If, by reason of strikes or other labor disputes, fire or other casualty (or reasonable delays in adjustment of insurance), accidents, orders or regulations of any Federal, State, County or Municipal authority, or any other cause beyond Landlord's reasonable control, whether or not such other cause shall be similar in nature to those hereinbefore enumerated, Landlord is unable to furnish or is delayed in furnishing any utility or service required to be furnished by Landlord under the provisions of this lease or any collateral instrument, or is unable to perform or make or is delayed in performing or making any installations, decorations, repairs, alterations, additions or improvements, whether or not required to be performed or made under this lease, or under any collateral instrument, or is unable to fulfill or is delayed in fulfilling any of Landlord's other obligations under this lease, or any collateral instrument, no such inability or delay shall constitute an actual or constructive eviction, in whole or in part or entitle Tenant to any abatement or diminution of rent, or relieve Tenant from any of its obligations under this lease, or impose any liability upon Landlord or its agents by reason of inconvenience or annoyance to Tenant, or injury to or interruption of Tenant's business, or otherwise.

INTERRUPTION OF SERVICE: (B) Landlord reserves the right to temporarily stop the services of the air-conditioning, elevator, plumbing, electrical or other mechanical systems or facilities in the Building when necessary by reason of accident or emergency, or for repairs, alterations, replacements or improvements, which, in the judgment of Landlord are desirable or necessary, until said repairs, alterations, replacements or improvements shall have been completed. If the Tenant is in default in the payment of the Rent or additional rent, or in the performance of any other provisions of this lease, and such default continues for ten (10) days after notice by Landlord to Tenant, then Landlord reserves the right to discontinue any or all of the services to the Demised premises during the continuance of such default. The

exercise of such rights by Landlord shall not constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of rent, or relieve Tenant from any of its obligations under this lease, or impose any liability upon Landlord or its agents by reason of inconvenience or annoyance to Tenant, or injury to or interruption of Tenant's business or otherwise.

CONDITIONS OF LANDLORD'S LIABILITY: (C) (i) Tenant shall not be entitled to claim a constructive eviction from the Demised Premises unless Tenant shall have first notified Landlord of the condition or conditions giving rise thereto, and if the complaints be justified, unless Landlord shall have failed to remedy such conditions within a reasonable time after receipt of such notice.

(ii) In the event that the Landlord is unable to give possession of the Demised Premises on or before the commencement date, as specified in this Lease, because of the holding over or retention of possession of any Tenant, under-tenant or occupants, or for any other reason, Landlord shall not be subject to any liability for failure to give possession on said date, and the validity of the lease shall not be impaired under such circumstances, nor shall the same be construed in any way to extend the term of this Lease, and the minimum base rent and additional rent payable, hereunder, shall be abated (provided the Tenant is not responsible for the inability to obtain possession) until after Landlord shall have given Tenant written notice that the premises and substantially ready for Tenant occupancy, and it is agreed that the commencement date shall be deemed to be the date five (5) days after such written notice from the Landlord to tenant that the demised premises are ready for Tenant occupancy. If Landlord does not deliver possession by August 15, 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. The provisions of this paragraph are intended to constitute "an express provision to the contrary" within the meaning of Section 223-A of the New York Real Property Law.

TENANT'S TAKING POSSESSION: (D) (i) Tenant by entering into occupancy of the Premises shall be conclusively deemed to have agreed that Landlord up to the time of such occupancy had performed all of its obligations hereunder and that the Premises were in satisfactory condition as of the date of such occupancy, unless within ten (10) days after such date Tenant shall have given written notice to Landlord specifying the respects in which the same were not in such condition.

(ii) If Tenant shall use or occupy all or any part of the Demised Premises for the conduct of business prior to the Term Commencement Date, such use or occupancy shall be deemed to be under all of the terms, covenants and conditions of this lease, including the covenant to pay rent for the period from the commencement of said use or occupancy to the Term Commencement Date.

36. **ENTIRE AGREEMENT:** (A) This lease (including the Schedules and Exhibits annexed hereto) contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. Neither Landlord nor Landlord's agent or representative has made any representations or statements, or promises, upon which Tenant has relied regarding any matter or thing relating to the Building, the land allocated to it (including the parking area) or the Demised Premises, or any other matter whatsoever, except

as is expressly set forth in this lease, including but without limiting the generality of the foregoing, any statement, representation or promise as to the fitness of the Demised Premises for any particular use, the services to be rendered to the Demised Premises or the prospective amount of any item of additional rent. No oral or written statement, representation or promise whatsoever with respect to the foregoing or any other matter made by Landlord, its agents or any broker, whether contained in an affidavit, information circular, or otherwise shall be binding upon the Landlord unless expressly set forth in this lease. No rights, easements or licenses are or shall be acquired by Tenant by implication or otherwise unless expressly set forth in this lease. This lease may not be changed, modified or discharged, in whole or in part, orally and no executory agreement shall be effective to change, modify or discharge, in whole or in part, this lease or any obligations under this lease, unless such agreement is set forth in a written instrument executed by the party against whom enforcement of the change, modification or discharge is sought. All references in this lease to the consent or approval of Landlord shall be deemed to mean the written consent of Landlord, or the written approval of Landlord, as the case may be, and no consent or approval of Landlord shall be effective for any purpose unless such consent or approval is set forth in a written instrument executed by Landlord.

(B) The submission of this Lease to Tenant is not an offer to lease the premises, or any agreement by Landlord to reserve the premises for Tenant. Landlord will not be bound by Tenant until Tenant has duly executed and delivered duplicate original Lease to Landlord and a check for \$38,242.06, and Landlord has duly executed and delivered one of these duplicate original Leases to Tenant.

37. **DEFINITIONS:** The words "re-enter", "re-entry", and "re-entered" as used in this lease are not restricted to their technical legal meanings. The term "business days" as used in this lease shall exclude Saturdays (except such portion thereof as is covered by specific hours in Article 6 hereof), Sundays and all days observed by the State or Federal Government as legal holidays. The terms "person" and "persons" as used in this lease shall be deemed to include natural persons, firms, corporations, associations and any other private or public entities, whether any of the foregoing are acting on their behalf or in a representative capacity. The various terms which are defined in other Articles of this lease or are defined in Schedules or Exhibits annexed hereto, shall have the meanings specified in such other Articles, Exhibits and Schedules for all purposes of this lease and all agreements supplemental thereto, unless the context clearly indicates the contrary.

38. **PARTNERSHIP TENANT:** If Tenant is a partnership (or is comprised of two (2) or more persons, individually and as co-partners of a partnership) or if Tenant's interest in this lease shall be assigned to a partnership (or to two (2) or more persons, individually and as co-partners of a partnership) pursuant to Article 20 (any such partnership and such persons are referred to in this Section as "Partnership Tenant"), the following provisions of this Section shall apply to such Partnership Tenant: (a) the liability of each of the parties comprising Partnership Tenant shall be joint and several, and (b) each of the parties comprising Partnership Tenant hereby consents in advance to, and agrees to be bound by, any modifications of this lease which may hereafter be made and by any notices, demands, requests or other communications which may hereafter be given by Partnership Tenant Or by any of the parties comprising Partnership Tenant, and (c) any bills, statements, notices, demands, requests and other communications given or rendered to Partnership Tenant or to any of the parties comprising Partnership Tenant shall be deemed given or rendered to Partnership Tenant and to all such parties and shall be binding upon Partnership/Tenant and all

such parties, and (d) if Partnership Tenant shall admit new partners, all of such new partners shall, by their admission to Partnership Tenant, be deemed to have assumed performance of all of the terms, covenants and conditions of this lease on Tenant's part to be observed and performed, and (e) Partnership Tenant shall give prompt notice to Landlord of the admission of any such new partners, and upon demand of Landlord shall cause each such new partner to execute and deliver to Landlord an agreement in form satisfactory to Landlord, wherein each such new partner shall assume performance of all of the terms, covenants and conditions of this lease on Tenant's part to be observed and performed (but neither Landlord's failure to request any such agreement nor the failure of any such new partner to execute or deliver any such agreement to Landlord shall vitiate the provisions of subdivision (d) of this Section).

39. SUCCESSORS, ASSIGNS, ETC.: (A) The terms, covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this lease, their respective assigns.

(B) Tenant agrees to maintain confidentiality of the terms of this Lease and agrees not to discuss the terms of this Lease with any other Tenant or prospective Tenant of the building.

40. BROKER: Tenant represents that this lease was brought about by Hauptman Realty and Southgate Commercial Realty. Commission agreement is under separate cover.

IN WITNESS WHEREOF, Landlord and Tenant have respectively signed and sealed this lease as of the day and year first above written.

Landlord: 535 REALTY MANAGEMENT CORP.

Tenant: HOUSING TRUST FUND CORPORATION

By: _____

PRINT NAME: *M. Hauptman*
TITLE: *President*

By: _____

PRINT NAME: *Matthew Nelson*
TITLE: *President, OCR, HTFC*

Witness for Landlord:

Witness for Tenant:

STATE OF NEW YORK)

) ss.:

COUNTY OF SUFFOLK)

On this 25th day of July, 2013, before me personally came

Mary Hays to me known, who being by me duly sworn, did depose and say that ~~he~~^{she} is a ~~general partner~~^{President} of 535 REALTY MANAGEMENT CORP., the corporation described in, and which

executed the foregoing instrument; that he signed his name thereto and executed said instrument for and on behalf of and with the authority of said limited corporation, as "Landlord".

Notary Public

Notary Public State of New York
Qualified in Suffolk County
Commission Expires March 3, 2015

STATE OF)

) ss.:

COUNTY OF)

On this ___ day of _____, 2013, before me personally came _____ to me known, who being by me duly sworn, did depose and say that he resides at _____ and that he executed the foregoing instrument as "Tenant" and he signed his name thereto.

Notary Public

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU

On this 25th day of July, 2013, before me personally came Matthew Lawrence Wilson to me known, who being by me duly sworn, did depose and say that he resides at _____, _____, _____ and that he executed the foregoing instrument as "Tenant" and he signed his name thereto.

Notary Public

NOTARY PUBLIC
Commission Expires May 6, 2014

RIDER TO LEASE

41. In the event of any inconsistency or conflict between the terms and provisions of the initial portion of this lease, i.e. paragraphs 1 through 40, and this Rider, the terms and provisions of this Rider shall govern and be binding.

42. This lease is subject to the lien of all present and/or future mortgages that affect the leased premises and to all renewals, modifications, replacements and extensions of this lease. This clause shall be self-operable but; in any event, the tenant agrees to execute promptly and deliver any estoppels certificate or other assurances that Landlord may request in furtherance of this provision.

43. This Lease shall be construed as having been drafted by all of the parties equally and the parties agree that judicial rules of interpretation regarding construction against the party that drafted the Stipulation shall not apply.

44. 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 that Tenant's ability to pay the Rent and Additional Rent is contingent on continuing CDBG-DR allocations for the leasing of the Demised Premises and 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 to allow HTFC to claim the Rent and Additional Rent as an eligible CDBG-DR expense and further agrees to work with HTFC to modify any rule or regulation regarding the Demised Premises that would otherwise jeopardize such eligibility. The provisions of this Paragraph 44 will supersede any contrary provision of this Lease.

Tenant: HOUSING TRUST FUND CORPORATION

By: _____
PRINT NAME: Matthew Nelson
TITLE: President, ECR, HTFC

Landlord: 535 REALTY MANAGEMENT CORP.

By: _____
PRINT NAME: Mary Hampton
TITLE: President