

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (“Lease”) is made this ____ day of _____, 2023 by and among BIG TREE OFFICE BUILDING, LLC, a New York limited liability company with a mailing address of 740 East Avenue, Rochester, New York 14607 (“Landlord”) and _____, a _____ with a mailing address of _____ (“Tenant”).

RECITALS:

WHEREAS, Landlord is the owner of that certain real property located at 6133 Big Tree Road, Livonia, New York 14487, and further identified as Tax Parcel Identification Number 74.-1-7 (“Building”); and

WHEREAS, Tenant desires to lease the Premises from Landlord and Landlord desires to lease the Premises to Tenant on the terms and conditions set forth below.

NOW, THEREFORE, upon the terms and conditions herein set forth, the parties agree as follows:

PROVISIONS:

Section 1. PREMISES, PARKING

- 1.1 Tenant hereby takes and leases from Landlord and Landlord hereby leases to Tenant an approximately _____ square foot portion of the Building and identified as Suite Number ____ (“Premises”), as shown on Exhibit A attached hereto and made a part hereof, together with the right to use in common with others entitled thereto, all common areas and amenities available at or relating to the Building, including without limitation any lobbies, restrooms, stairways, elevators, walks, driveways, and parking areas serving the Building and the Premises.
- 1.2 It is agreed and understood that Tenant shall take the Premises in its “as is” condition and Landlord makes no representations as to the condition of the Premises, the Building containing the Premises, and any equipment. By taking possession of the Premises, Tenant is deemed to have accepted the condition of the Premises on the Commencement Date.
- 1.3 Tenant and its employees, invitees, and guests may use, in common with, and on a basis and in a manner consistent with the use by such other tenants and occupants of the Building, the parking areas designated by Landlord from time to time for use by Tenant, and other occupants of the Building on a non-designated, non-reserved basis.

Section 2. TERM

- 2.1 The initial term of this Lease (“Initial Term”) shall be for a period of Five (5) years, commencing on _____, 2023 (“Commencement Date”) and terminating on _____, 20__ (“Termination Date”), unless earlier terminated or extended

as provided for in this Lease. Landlord can terminate this Lease, without cause, upon One Hundred Eighty (180) days' notice at its discretion.

- 2.2 Tenant shall have the option, so long as Tenant is not in default under the terms of this Lease, to extend the Initial Term for _____ additional periods of _____ years each (each a "**Renewal Term**"), unless earlier terminated or extended as provided for in this Lease. If Tenant wishes to exercise such renewal option, Tenant must provide Landlord with written notice at least _____ days prior to the end of the Initial Term or Renewal Term, as applicable. If no such notice is provided, this Lease shall terminate on the last day of the Initial Term or Renewal Term, as applicable.
- 2.3 If Tenant fails to vacate the Premises (or any portion thereof) on the Termination Date, then Tenant shall be deemed to be a month-to-month Tenant and shall pay Landlord Base Rent in the amount of One Hundred Fifty percent (150%) of the monthly rent/Base Rent then in effect immediately prior to such holdover period as specified in Section 3 for the time Tenant remains in possession.

Section 3. BASE RENT

- 3.1 Beginning on the Commencement Date, and thereafter on the first day of each month for the remainder of the Initial Term or Renewal Term, as applicable, Tenant shall pay to Landlord at its address indicated above, or at such other place as Landlord may designate by written notice, the following base rent ("**Base Rent**"):

[Insert Base Rent Schedule]

- 3.2 Base Rent shall be paid in advance, without deduction or offset, or demand. In the event any payment of Base Rent or Additional Rent (as defined herein) is not paid within Ten (10) days after written notice, such amount shall be subject to a late charge equal to Five percent (5%) of all outstanding balances.
- 3.3 Any and all amounts due under this Lease in addition to Base Rent, shall be considered "**Additional Rent**" and Landlord shall have the same rights with respect to Additional Rent as it does with respect to Base Rent.

Section 4. UTILITIES, SERVICES & ACCESS AND TAXES

- 4.1 Tenant shall pay for all charges for utilities, including but not limited to, water, pure water, gas and electric, telephone, cable, and Internet to the Premises. Landlord shall be responsible for salting, snow removal, grass cutting, and repair of the sidewalks, driveways, and parking areas servicing the Building, and garbage removal, provided Tenant places such garbage in the areas designated by Landlord for collection.
- 4.2 Tenant shall perform all routine maintenance and repairs at its own expense.
- 4.3 Landlord shall pay before they become delinquent, all real estate and real property taxes including extraordinary and special assessments lawfully levied or assessed against the

Premises. If such taxes may be paid in installments, Landlord shall have the right to do so. If the Real Property Taxes (as defined herein) are increased over the amount payable during the Initial Term (as defined herein), then Tenant shall pay the increased amount of Real Property Taxes as Additional Rent. "Real Property Taxes" shall mean all taxes, assessments (general, special, ordinary, or extraordinary), levies, imports, pure water charges, and other charges against Landlord by reason of its ownership, control, use, or occupation of the Building.

Section 5. USE OF PREMISES

- 5.1 Tenant shall use the Premises for: _____ and ancillary uses reasonably related thereto and for no other purpose whatsoever without Landlord's prior written consent. In no event shall Tenant and its invitees, or any other person or party, bring onto the Premises or in the Building inflammables such as gasoline, kerosene, naphtha, benzene or explosives, or any other articles of an extrinsically dangerous nature.
- 5.2 Tenant shall not place any antenna or aerials or similar devices outside of the Building or on the roof, without the express written consent of Landlord.
- 5.3 Tenant and its invitees shall comply with all applicable federal, state, local, and municipal laws, ordinances, and regulations and shall not directly or indirectly make any use of the Premises or Building which may be prohibited by any such laws, ordinances, and regulations. Additionally, Tenant shall comply with all rules, regulations, and requirements of the Fire Department, Board of Fire Underwriters or Rating Organization, or any similar bodies, and shall use and occupy the Premises in such a manner as not to increase the rate of fire insurance thereon or therein.

Section 6. ASSIGNMENT AND SUBLET

- 6.1 Tenant covenants and agrees that it will not sublet, assign, pledge or otherwise encumber said Premises, or allow the Premises to be used by anyone other than Tenant without the express written consent of Landlord. Any assignment or subletting shall not relieve Tenant or guarantor of any obligations and liabilities set forth in this Lease. Landlord's consent to any transfer, assignment or sublease shall not be deemed to be a waiver on the part of Landlord of any prohibition against any future transfer, assignment, or subletting.
- 6.2 In the event Landlord consents in accordance with Section 6.1 above, Tenant (at Tenant's sole cost) shall deliver to Landlord a written agreement in form and substance reasonably satisfactory to Landlord pursuant to which the transferee, assignee, or sublessee assumes all of the obligations and liabilities of Tenant under this Lease, and a copy of the assignment agreement or sublease.

Section 7. ALTERATIONS

- 7.1 Except for de minimus, non-structural alterations totaling less than Two Thousand Dollars (\$2,000), which alterations shall not require Landlord's consent, Tenant shall not make any

alterations to the Premises without prior written consent of Landlord. If Landlord grants its consent, the alterations shall be performed in a good and workmanlike manner and in accordance with all applicable legal and insurance requirements and in accordance with the plans, blueprints or diagrams provided to Landlord by Tenant showing the proposed alterations and approved by Landlord in writing prior to the commencement of any work.

- 7.2 Tenant shall not make any alterations, repairs, or installations, or perform any other work to or on the Premises unless prior to the commencement of such work Tenant shall obtain and during the performance of such work keep in force public liability and workmen's compensation insurance to cover every contractor, materialman, or any other person to be employed or having access to the Premises. The policy shall be noncancellable without Ten (10) days' advance written notice to Landlord. Landlord shall be named as additional insured with respect to the liability policy. The policy shall be for amounts and in form reasonably satisfactory to Landlord. Prior to the commencement of work, Tenant shall deliver certificates of all policies to Landlord, together with a copy of any permits required by any governmental authority with jurisdiction over the Premises.
- 7.3 If any mechanic or materialman's lien is filed against the Premises as result of any additions, alterations and improvements by Tenant or any other work or act of Tenant, Tenant shall discharge the same by bonding or payment being made within Ten (10) days after notice of the lien has been filed with the Livingston County Clerk. If Tenant shall fail to so bond or discharge the lien, Landlord may bond or pay the lien or claim for the account of Tenant after inquiring into the validity or the lien or the claim, and Tenant shall reimburse Landlord, as Additional Rent, upon demand for all costs, expenses, and reasonable professional fees incurred in connection therewith, including the amount paid to discharge such lien. Tenant shall indemnify, defend (at Landlord's discretion), and hold Landlord and its owners, members, and agents harmless from any liability with respect to any such liens.

Section 8. GLASS AND DOOR REPLACEMENT

- 8.1 To the extent such damage occurs during the Initial Term or any Renewal Term, Tenant shall as soon as reasonably practicable replace, at its sole cost and expense, all damaged/broken glass, interior or exterior doors, awnings, and storefront framework, including plate glass, properly with glass and materials of equal quality of that which was damaged/broken in or on the Building containing the Premises. If Tenant fails to replace said damaged/broken items within Three (3) business days of written notice by Landlord, then Landlord may cause same to be replaced and bill Tenant for the amounts so paid by Landlord as Additional Rent, plus a Ten percent (10%) administrative fee.
- 8.2 Landlord shall be responsible for and pay for the replacement of all existing broken windows located on the Premises, unless caused by the negligent or willful acts or omissions of Tenant and/or its invitees, in which case the replacement costs shall all be borne by Tenant.

Section 9. INSURANCE REQUIREMENTS

- 9.1 Tenant agrees to maintain in full force throughout the Initial Term or any Renewal Term or extensions, without exception of any kind, at its own cost and expense, One (1) or more policies of public liability and property damage insurance which up to the maximum liability amounts thereof insures Tenant and Landlord (and such other persons designated by the Landlord having an insurable interest) against liability for injury to persons and/or property (and death) of any person or persons in or about the Premises. The limits of liability of such insurance shall be not less than One Million Dollars (\$1,000,000) for injury (or death) caused to any one person, not less than Two Million Dollars (\$2,000,000) for injury (or death) to more than One (1) person arising from any accident, and not less than Five Hundred Thousand Dollars (\$500,000) with respect to damage to property. The insurance must be issued by an "A" rated, or better, insurance company licensed to conduct business in the State of New York with the New York State Insurance Department/Department of Financial Services. All such policies or certificates thereof shall be deposited with Landlord by Tenant promptly upon the commencement of this Lease and upon each Renewal Term or within Five (5) days upon written request of Landlord; such insurance policies shall name Landlord or its designee(s) as additional insureds and shall contain a further provision by which the insurer agrees that such policy may not be canceled except upon Thirty (30) days' advance written notice to Landlord or its designee.
- 9.2 Tenant agrees to pay all premiums and charges for such insurance as set forth in this paragraph and in the event of its failure to make any such payment when due or in the event of its failure to provide any insurance or renewal thereof. Landlord may procure the same and/or pay the premiums thereon and Tenant agrees to pay such premiums to Landlord upon demand and the same shall be deemed to be Additional Rent for such Premises including a Ten percent (10%) administrative fee.
- 9.3 Landlord shall maintain, throughout the Initial Term and any Renewal Term, all-risk property insurance covering the Building, including the Premises and leasehold improvements, in an amount equal to One Hundred percent (100%) of the reasonably estimated replacement cost thereof.

Section 10. INDEMNIFICATION AND LIMITATION OF LANDLORD LIABILITY

- 10.1 Tenant shall indemnify and hold Landlord harmless from and against all costs, damages, claims, liabilities and expenses (including reasonable attorney's fees) suffered by or claimed against Landlord, directly based on, arising out of or resulting from: (i) Tenant's use and occupancy of the Premises or the business conducted by the Tenant therein, (ii) subject to Section 15, any negligent act or willful misconduct by Tenant or its employees or guests, and/or (iii) any breach or default by Tenant in the performance or observance of its covenants or obligations under this Lease. Landlord shall indemnify and hold Tenant harmless from and against all costs, damages, claims, liabilities, and expenses (including reasonable attorney's fees) suffered by or claimed against Tenant directly based on, arising out of or resulting from (i) subject to Section 15, any negligent act or willful misconduct of

Landlord, or (ii) any breach by Landlord in the performance or observance of its covenants or obligations under this Lease.

- 10.2 Except as may be otherwise herein provided, Landlord and its agents shall not be liable for damages by abatement in rent or otherwise for any damage either to the person or property of Tenant nor for the loss of or damage to any property of Tenant by theft or any other cause whatsoever whether similar or dissimilar to the foregoing. In addition, Landlord or its agents shall not be liable for any injury or damage to persons or property or loss of or interruption to the business of Tenant resulting from fire, explosion, falling plaster, steam, gas, electricity, rain, snow, water damage, heating system leaks, leaks from pipes and drums, appliances, or the plumbing system from any part of the Building containing the Premises or from the roofs, street, storm and sanitary sewers, parking area or subsurface, or from any other place or by the discontinuance of any service to be provided by Landlord to Tenant, unless caused by the negligence or willful misconduct of Landlord.
- 10.3 The Owner of the Premises is a New York limited liability company ("LLC") and all members and/or managers of said LLC and any management company, agent or like entity, shall have absolutely no personal liability with respect to any provision of this Lease, nor any obligations or liability arising therefrom or in connection herewith.

Section 11. SURRENDER OF PREMISES

- 11.1 Upon termination of this Lease by expiration or otherwise, Tenant shall immediately vacate the Premises and surrender possession thereof, including all keys as herein required to Landlord; Tenant shall surrender the Premises in broom clean condition except for reasonable wear and tear; Tenant grants to Landlord full authority and license to enter the Premises to take possession in the event of any termination of this Lease.
- 11.2 Upon surrender of the Premises, Tenant may not remove any of the leasehold improvements, fixtures, or equipment permanently affixed to the Premises and shall leave the Premises intact and free and clear of all liens or encumbrances whatsoever. Tenant shall remove all trade fixtures and installations and personal property from the Premises and restore the Premises to the condition the Premises were in on the Commencement Date, ordinary wear and tear and approved alterations excepted.
- 11.3 If Tenant vacates the Premises prior to the expiration of the Initial Term or any Renewal Term, Tenant shall remain responsible for all upkeep of the Premises and for damages caused to the Premises until the end of the Initial Term or Renewal Term as a result of Tenant's failure to properly monitor the Premises (such as damages caused by water entering through an open window and damaging the Premises and/or the Building).

Section 12. ESTOPPEL CERTIFICATE

- 12.1 Landlord and Tenant agree that from time to time upon not less than Ten (10) business days' prior request by the other party, it will deliver to Landlord a statement in writing certifying that the Lease is unmodified and in full force and effect (or if there have been any

modifications, that the same is in full force and effect as modified and identifying said modifications) as well as identifying the dates to which rent and other charges have been paid, as well as stating that as far as the person making the estoppel certificate knows the other party is not in default under any provision of this Lease if such is the case.

Section 13. DAMAGE AND DESTRUCTION

- 13.1 In the event of destruction of Twenty-Five percent (25%) or less of the Building by fire or any other casualty, Landlord shall restore or repair said destruction with due diligence but in any event within One Hundred Twenty (120) days from the date of destruction, and rent shall be equitably abated in accordance with the proportion of the Premises that shall be rendered untenable and those that may be used safely in accordance with applicable laws. Landlord shall expend such sums as may be required to repair or restore improvements to the conditions they were immediately prior to the date of destruction. Notwithstanding the foregoing, Landlord will notify Tenant within Thirty (30) days of the date of such casualty whether Landlord can complete the restoration within the time period prescribed above. If Landlord cannot so complete or fails to complete the same within the One Hundred Twenty (120) day period, Tenant may, at its option, terminate this Lease upon Thirty (30) days advance written notice to Landlord.
- 13.2 If in excess of Twenty-Five percent (25%) of the Building containing the Premises shall be destroyed by fire or other casualty, the Landlord shall have the option to terminate this Lease by giving Tenant written notice within Thirty (30) days after such destruction, and Base Rent and Additional Rent shall be apportioned as of the date of destruction and prepaid rent and Additional Rent returned to Tenant. If Landlord does not terminate the Lease within Thirty (30) days of the date of the casualty, Landlord shall notify Tenant whether or not the restoration can be completed within One Hundred Twenty (120) days after the insurance proceeds are received. Thereafter, the Building shall be restored to the condition existing immediately prior to the date of destruction within One Hundred Twenty (120) days after Landlord receives insurance proceeds on such damage. Base Rent and Additional Rent shall abate for the period the Premises are untenable. If such restoration has not been completed or cannot be completed within One Hundred Twenty (120) days from the date of the casualty, Tenant shall be entitled to terminate this Lease: (i) within Thirty (30) days of Landlord's notice that restoration cannot be completed, or (ii) after the expiration of the One Hundred Twenty (120) days period. If Tenant being so entitled does not elect to terminate this Lease, then the same shall remain in full force and effect and rent shall recommence when the restored Premises are returned to Tenant and shall thereafter continue in full force and effect for the remainder of the term of the Lease.

Section 14. CONDEMNATION

- 14.1 If a non-substantial portion of the Building, parking spaces on the Premises or access to the Premises shall be taken, as herein provided, for public improvements or otherwise, under the exercise of the right of eminent domain and the Premises continue to be reasonably suitable and accessible for the use which is herein authorized, then this Lease shall continue

in full force and effect and the Base Rent and Additional Rent herein provided for shall be reduced from the date of such taking in direct proportion to the reduction in usefulness of the Premises.

- 14.2 If the Building, parking spaces on the Premises or access to the Premises as provided in Section 14.1 above, shall be taken, condemned or acquired by grant or otherwise for the widening of streets or for other public improvements, or shall otherwise be taken in the exercise of the right of eminent domain in each such case, so as to render the Premises unfit for the use herein authorized, in Tenant's reasonable discretion, Tenant shall have the right to terminate and cancel this Lease on Thirty (30) days written notice to Landlord, and Base Rent and Additional Rent and other charges set forth under this Lease shall abate as of the date of the taking.

Section 15. WAIVER OF SUBROGATION

- 15.1 Landlord and Tenant hereby waive on behalf of themselves and their respective insurers, any claims that either may have against the other for loss or damage resulting from perils covered by the standard form of fire and extended coverage insurance, including vandalism and malicious mischief coverage. It is understood that this waiver is intended to extend to all such loss or damage whether or not the same is caused by the fault or neglect of either Landlord or Tenant and whether or not insurance is in force.

Section 16. WAIVER OF JURY TRIAL

- 16.1 It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on all matters arising out of or in any way connected with this Lease.
- 16.2 In any action between Landlord and Tenant under this Lease, all reasonable attorneys' fees, costs, and expenses shall be awarded to the prevailing party and shall be immediately due and payable by the other party.

Section 17. SUBORDINATION

- 17.1 This Lease shall be subject and subordinate to the lien of any mortgage or mortgages or deed or deeds of trust, master leases, deeds to secure debts, ground rents and all renewals, modifications, consolidations, replacements and extensions of any of the foregoing or if substitution therefor or any other forms or methods of financing or refinancing which now or hereafter affect the real property or leasehold estate of which the Premises form a part whether or not presently in use and any instruments previously executed for said purposes or hereafter executed by the owners of the fee. Notwithstanding, Landlord agrees to use its commercially reasonable efforts to request an agreement from the holders of existing mortgages, deeds of trusts, secured debts or master leases which provide in effect that if Tenant shall not be in default under this Lease beyond any applicable cure period, this Lease shall not be terminated in the event of a foreclosure of any such mortgage, deed of trust,

secured debt, master lease or any other security instrument. If the holder of any existing document as described above shall refuse to grant such an agreement, Landlord shall not have liability therefor, and this Lease shall continue unchanged and in full force and effect. Tenant shall attorn to any purchaser at any foreclosure sale or to any grantee or transferee designated in lieu of foreclosure.

- 17.2 The above provisions shall be self-operative, but Tenant covenants and agrees that it shall, within Ten (10) business days following Landlord's request, at any time, execute, acknowledge, and deliver to Landlord any instruments reasonably requested by Landlord's lender in order to subordinate this Lease and Tenant's rights hereunder.

Section 18. DEFAULTS OF TENANT

- 18.1 Upon the happening of any of the following:

- A. If Tenant fails either: (i) to pay any installments of Base Rent or of Additional Rent, or any part hereof when due, and such failure shall continue for Ten (10) days after written notice, or; (ii) to perform or observe any other agreement or covenant or provision of this Lease and any such failure shall continue for Thirty (30) days after written notice;
- B. If any voluntary petition or similar pleading under any bankruptcy act or under any federal or state law seeking reorganization or arrangement with creditors or adjustment of debts, is filed by or against Tenant, or if any such petition or pleading is involuntary, and it is not adjudicated favorably to Tenant within Thirty (30) days after its filing;
- C. If Tenant admits its inability to pay its debts, or if a receiver, trustee, or other court appointee is appointed for all or a substantial part of Tenant's property;
- D. If Premises shall become vacant, deserted, or abandoned;
- E. If the leasehold interest of Tenant is levied upon or attached by process of law;
- F. If Tenant makes an assignment for the benefit of creditors or if any proceedings are filed by or against Tenant to declare Tenant insolvent or unable to meet its debts;
- G. If Tenant fails to follow the Rules and Regulations attached at Exhibit B;
- H. If a receiver or similar type of appointment or court appointee or nominee of any name or of character is made for Tenant or its property; or
- I. If Tenant dissolves, voluntarily or otherwise, or is subject to a judicial receivership of any kind,

Then, Landlord, thereupon or at any time thereafter, at its election and with notice, may terminate this Lease, or without prejudice to its right to terminate may take any lawful action available to it, all without such termination or action affecting Landlord's right for recovery of past due or future rents or other obligations of Tenant hereunder. If Tenant abandons the Premises, Landlord may enter for any purposes whatsoever without affecting Tenant's obligations hereunder.

Section 19. REMEDIES OF LANDLORD

19.1 In case of any such default, reentry, expiration, and/or dispossession by summary proceedings or otherwise:

A. The Base Rent, any Additional Rent, and any and/all fees due under this Lease, shall become due thereupon and be paid by Tenant up to the time of such reentry, dispossession, and/or expiration, together with such expenses as Landlord may incur for legal expenses and reasonable attorneys' fees.

B. Landlord may relet the Premises or any part or parts thereof, for a term, or terms which may at Landlord's option be less than or exceed the period which would have otherwise constituted the balance of the term of this Lease and may grant concessions. Tenant shall receive a credit against any and all Lease obligations hereunder for the amount received by Landlord in connection with such reletting. Any amounts in excess of Tenant's obligations shall be retained by Landlord. Tenant or the legal representatives of Tenant shall also pay Landlord as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the rent amount, if any, of the rents collected on account of the Lease or leases of the Premises for each month of the period which would otherwise have constituted the balance of the term of this Lease. The failure or refusal of Landlord to relet the Premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages, there shall be added to the deficiency such expenses as Landlord may incur in connection with reletting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this Lease, and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of the Landlord to collect the deficiency for any subsequent month by a similar proceeding. Landlord, at Landlord's option, may make such alterations, repairs, replacements and/or decorations in the Premises as the Landlord in Landlord's reasonable judgment considers advisable and necessary for the purpose of reletting the Premises and the making of such alterations and/or decorations shall not operate or be considered to release Tenant from liability hereunder. Landlord shall in no event be liable in any way whatsoever for failure to relet the Premises, or in the event that the Premises are relet for failure to collect the rent thereof under such reletting. In the event of a breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right to invoke any remedy allowed at law or in equity as if reentry, summary proceedings and ether remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise.

C. Landlord may declare the entire rent for the balance of the Lease term, including any Additional Rent, immediately due and payable by Tenant.

Section 20. QUIET ENJOYMENT

20.1 Landlord covenants and agrees with Tenant, and upon paying the Base Rent and any Additional Rent and performing all of the terms and conditions on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises, subject, nonetheless, to the terms and conditions of this Lease.

Section 21. NOTICES

21.1 Except as otherwise expressly provided in this Lease, any bills, statements, consents, notices, demands, requests, or other communications given or required to be given under this Lease shall be in writing and shall be deemed sufficiently given or rendered if:

- A. Delivered by hand (against a signed receipt);
- B. Sent by registered or certified mail (return receipt requested, postage prepaid); or
- C. Sent by nationally recognized overnight carrier. Such communications for Tenant shall be delivered:
 - 1. At Tenant's address set forth in this Lease, Attn.: [TENANT], if mailed prior to Tenant's taking possession of the Premises;
 - 2. At the Premises, Attn.: [TENANT], if mailed subsequent to Tenant's taking possession of the Premises; or
 - 3. 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 Premises. In each case a copy of communications to Tenant shall be delivered to [TENANT'S ATTORNEY], Attn.: [TENANT'S ATTORNEY NAME], Esq.
- D. Any communications for Landlord shall be delivered at Landlord's address set forth in this Lease, Attn.: Robert W. Hurlbut. Copies of communications to Landlord shall be delivered to:
 - 1. The Law Offices of Pullano & Farrow PLLC, Attn.: Patrick Pullano, Esq.; and
 - 2. Each Mortgagee and Lessor which shall have requested same, by notice given in accordance with the provisions of this Section at the address designated by such Lessor or Mortgagee. Landlord, Tenant, or any Lessor or Mortgagee may designate new address(es) for receipt of communications under this Section by notice given to the other in accordance with the provisions of this Section.

Any such bill, statement, consent, notice, demand, request, or other communication shall be deemed to have been rendered or given on the date when it shall have been hand delivered or Ten (10) days from when it shall have been mailed as provided in this Section. Anything contained herein to the contrary notwithstanding, any bill, statement, consent, notice, demand, request, or other communication from Landlord to Tenant with respect to any item

of Base Rent or Additional Rent (other than any default notice if required hereunder) may be sent to Tenant by regular United States mail.

Section 22. CAPTIONS

- 22.1 Captions used herein are for identification purposes only and in no way define, limit, or describe the scope of this Lease, nor the intent of any provisions thereof.

Section 23. ENTIRE AGREEMENT

- 23.1 This Lease cannot be changed, modified, or discharged in whole or in part except by written instrument signed by the party against whom enforcement is sought, except Landlord may, in its sole discretion and without prior authorization and/or notice to Tenant, assign this Lease to any purchaser/transferee/grantee/mortgagee/lien holder of the real property/Building containing the Premises.

Section 24. LAWS GOVERNING AND VENUE

- 24.1 This Lease is written under and shall be construed in accordance with the laws of the State of New York, with regard to any principles of conflicts of law. Any suit which may be brought to interpret or enforce any of the terms or obligations of the parties in this Lease hereunder shall be brought in any local, state and/or federal court of competent jurisdiction in the County of Livingston, State of New York.

Section 25. SUCCESSORS IN INTEREST

- 25.1 It is understood and agreed that all of the covenants, agreements, terms, conditions, provisions, and undertakings in this Lease or any renewals thereof shall extend to and be binding upon the heirs, executors, administrators and successors of the respective parties hereto, the same as if they were in every case named and expressed.

Section 26. WAIVER OF REDEMPTION

- 26.1 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 obtaining possession of the Premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise.

Section 27. INSPECTION/EXAMINATION OF PREMISES

- 27.1 Landlord and its authorized representatives shall have the right upon Twenty-Four (24) hours' prior notice (or sooner if circumstances warrant a more immediate entry), to enter the Premises at all reasonable times for any of the following purposes:
- A. To determine whether the Premises are in good condition and whether Tenant is complying with all of its obligations under this Lease;

B. To do any necessary maintenance and to make any required restoration to the Premises; or

C. To show the Premises to prospective purchasers, mortgagees, or tenants. Landlord shall conduct its activities on the Premises as allowed in this paragraph in a manner that will cause the least possible inconvenience, annoyance, or disturbance to Tenant.

27.2 Notwithstanding the above, in the event of an emergency, Landlord may enter the Premises at any time, without notice, to make any repairs required under the circumstances.

Section 28. REPAIRS AND MAINTENANCE

28.1 Landlord shall make or cause to be made at its expense: (i) structural repairs to exterior walls, structural columns, and structural floors which collectively enclose the Premises; (ii) repairs and replacements of the roof, gutters and downspouts of the Building enclosing the Premises; and (iii) repair, maintenance and upkeep of all heating, furnaces and/or boiler and/or air conditioning units, from time to time as such repairs and maintenance are necessary, unless caused by the negligent or willful acts or omissions of Tenant and/or its invitees, in which case the costs shall all be borne by Tenant.

28.2 Notwithstanding anything contained in this Lease, Landlord, its agents, or servants, will be permitted unlimited access, without notice, through the Premises to any part of the Premises or Building containing the Premises for the purpose of servicing heat, plumbing, electrical, and/or any other Building-related repairs and maintenance matters. If Tenant installs an alarm system, Landlord is to be supplied an access code and if Tenant changes any locks, Landlord is to be supplied new keys. Tenant may not change locks or install any alarm systems without prior notification in writing to Landlord and without providing keys and codes to the same immediately upon such installation.

28.3 All repairs and maintenance to the Premises, other than those required to be made by Landlord as stated above, shall be made by Tenant at its sole cost and expense. Tenant will keep the interior and exterior of the Premises clean and free of debris, including but not limited to, the stairs, together with all electrical systems, pipes, lines, ducts, wires or conduits, windows, plate glass, doors, plumbing fixtures, drains, heating or air-conditioning systems, hot water boiler and other mechanical installations, equipment, appliances or bathroom facilities therein in good order and repair and will make all repairs and replacements from time to time as required thereto at Tenant's sole expense. Tenant, at its sole cost and expense, is responsible for the supply of all gas and electrical utility services as needed to use the heating and air conditioning system, hot water heater, and all other Tenant equipment, lighting, computers, and appliances in the Premises.

28.4 Tenant shall keep both the rear/side entryway and sidewalk in front of the Premises free of ice, Snow, trash, and debris.

28.5 If Tenant fails to commence any repairs or maintenance required herein within Three (3) days after notice from Landlord, Landlord may make the repairs and charge Tenant as

Additional Rent the reasonable cost of such repairs, plus a Ten percent (10%) administration fee. All repairs shall be in quality and class at least equal to the original work.

Section 29. RULES AND REGULATIONS

29.1 Tenant shall comply with the Rules and Regulations attached hereto as Exhibit B and made a part hereof and with any amendments or additions thereto that have been communicated to Tenant in writing.

Section 30. INVALIDITY OF PARTICULAR PROVISION

30.1 If any term or provision of this Lease or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of each term or provision to parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 31. WAIVER OF COVENANT OR CONDITION

31.1 The failure of either party to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions, or options, but the same shall be and remain in full force and effect.

Section 32. SECURITY DEPOSIT

32.1 Upon the execution and signing of this Lease Agreement, Tenant will deposit with Landlord the sum of \$_____ (“Security Deposit”) as security for the full and faithful performance of Tenant of all terms, covenants, and conditions of this Lease upon Tenant's part to be performed. The Security Deposit shall be returned to Tenant within Thirty (30) days of the expiration of the Initial Term and/or Renewal Term as applicable, provided Tenant has faithfully carried out all said terms, covenants, and conditions on its part to be performed. In the event of a bona fide sale subject to this Lease, Landlord shall have the right to transfer the Security Deposit to the new landlord for the benefit of Tenant and Landlord shall be considered released by Tenant from all liability for the return of such security, and Tenant agrees to look to the new landlord solely for the return of said security and it is agreed that this shall apply to every transfer or assignment made of security to a new landlord. There shall be no interest accrued on the Security Deposit.

32.2 If Tenant is in default under this Lease, Landlord may use, apply, or retain all or any part of the Security Deposit for the payment of any:

- Base Rent, Additional Rent, or any other sum of money which Tenant is obligated to pay but did not pay;
- Sum expended by Landlord on Tenant's behalf in accordance with the provisions of this Lease;

- Sum which Landlord may expend or be required to expend as a result of Tenant's default, including reasonable attorney fees, associated court costs and serving fees, damages or deficiency in the reletting of the Premises in accordance with this Lease; or
 - Sum expended by the Landlord due to damage or destruction to leasehold improvements.
- 32.3 The use, application, or retention of the Security Deposit or any portion thereof by Landlord shall not prevent Landlord from exercising any other right or remedy provided under this Lease or at law and shall not limit any recovery to which Landlord may otherwise be entitled.

Section 33. BROKERS

- 33.1 Tenant warrants that it has not had any dealings with any realtor, broker, or agent in connection with the negotiation of this Lease and agrees to save and hold Landlord harmless from any cost, expense, or liability from any compensation, commission, or charges claimed by any realtor, broker, or agent.

Section 34. ENVIRONMENTAL COMPLIANCE

- 34.1 Tenant represents, warrants, and covenants that Tenant will not use hazardous materials at or affecting the Premises in any manner which violates federal, state, or local laws, ordinances, rules, or regulations governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of hazardous materials.
- 34.2 Tenant covenants that it shall keep or cause the Premises to be kept free of hazardous materials and not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, produce, or process hazardous materials, except in compliance with all applicable federal, state, and local laws or regulations.
- 34.3 Tenant covenants to ensure compliance by all of its agents, employees, licensees, invitees, customers, operators, and occupants of the Premises with all applicable federal, state, and local laws, ordinances, rules and regulations and will ensure that all such agents, employees, licensees, invitees, customers, operators, and occupants obtain and comply with any and all such laws, ordinances, rules and regulations, as well as with all required approvals, registrations, or permits.
- 34.4 Tenant shall defend (at the option of Landlord), indemnify, and hold harmless Landlord, its members, employees, agents, officers, and directors from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature known, contingent or otherwise, arising out of or in any way related to hazardous materials brought onto the Premises by Tenant, its employees, agents, contractors, invitees, or licensees, and any personal injury (including, but not limited to, wrongful death) or property damage arising out of or related to such hazardous materials (including, but not

limited to, any impact on the soil, water, vegetation, buildings, personal property, persons, or animals).

- 34.5 Termination of this Lease as a result of Tenant's default shall not operate as a discharge of Tenant's engagement as to hazardous materials and Tenant shall deliver the Premises to Landlord free of any and all hazardous materials, except to the extent such hazardous materials were present at the Premises prior to the Commencement Date
- 34.6 In the event Tenant does not timely perform any of the above obligations, Landlord may perform said obligations at the expense of Tenant and such expense shall be considered Additional Rent plus a Ten percent (10%) administration fee.

The provisions of this Section including Tenant representations and warranties contained herein shall survive default, reentry, expiration, and/or dispossession by summary proceedings or Lease termination.

Section 35. JANITORIAL SERVICES

- 35.1 Tenant shall be responsible for arranging for its own janitorial services at the Premises at its sole cost and expense.

Section 36. RIGHTS RESERVED BY LANDLORD

- 36.1 Landlord reserves without affecting Tenant's obligations hereunder the following rights, provided that Landlord shall give Tenant Twenty-Four (24) hours' notice before exercising same:
- A. To show the Premises to prospective tenants during the last _____ days of the Initial Term or any Renewal Term, as applicable, during regular business hours in the event the Tenant fails to exercise its right to renew.
- B. To show the Premises to prospective purchasers during the Initial Term or any Renewal Term of this Lease during regular business hours.
- C. To make repairs required of the Landlord pursuant to this Lease in and about the Premises and for such purposes enter the Premises and during the continuance of said repairs to temporarily close doors, entryways, public spaces, and corridors in the Building and to interrupt or temporarily suspend Building services and facilities, all without abatement of rent or affecting any Tenant's obligations hereunder if the Premises are accessible and provided that the Landlord proceeds in a reasonably expeditious manner. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility, or liability whatsoever for the care or supervision of the Premises or the Building or any part thereof, other than as in this Lease provided.

Section 37. FORCE MAJEURE

- 37.1 Except for the payment of Base Rent or Additional Rent, in the event either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by

reason of an act of God, pandemics or epidemics, governmental states of emergency, strikes, lockouts, labor troubles, inability to procure materials (including energy), power, casualty, inclement weather, restrictive governmental laws, orders or regulations, riots, insurrection, war, or any other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 38. SIGNAGE/AWNINGS

- 38.1 Tenant shall have the right at its sole cost and expense to erect on the exterior of the Premises its standard sign and/or awning previously approved, in writing, by the Landlord as to location, size, style, and content, which shall also be structurally sound and in conformity with all municipal and other applicable regulations. Tenant shall remove any such signs at the termination of this Lease and repair any damage caused by such installation/removal. Any changes to the standard sign of the Tenant, as originally approved by Landlord, shall again be only with the express written consent of the Landlord.
- 38.2 Any exterior signage and/or awnings that the Tenant desires to be placed on or about the Premises shall be subject to the prior written consent of the Landlord, the Landlord's insurance company, and the municipality having jurisdiction over the Premises as to location, size, style, and content. The cost of the signage, installation, and any required governmental permits and insurance shall be the sole responsibility of the Tenant.

Section 39. PERSONAL GUARANTEE

- 39.1 This Lease shall be personally guaranteed by the undersigned guarantor(s), each of whom shall be individually and severally liable for full payment of any rents, fees, and/or expenses under this Lease as well as full performance of any and all duties of Tenant under this Lease without exception. Landlord may, in its sole discretion, look to Tenant or any guarantor at any time for payment and/or performance under this Lease without waiving any of Landlord's rights to pursue any other party at any other time.

Section 40. MISCELLANEOUS

- 40.1 Any gender used herein shall be deemed to refer to any other gender more grammatically applicable to the party whom such use of gender relates. The use of the singular shall be deemed to include the plural and conversely the plural shall be deemed to include the singular.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

LANDLORD:

By: _____

Name: _____

Title: _____

TENANT:

By: _____

Name: _____

Title: _____

EXHIBIT A

DRAWING DEPICTING THE PREMISES

[The drawing depicting the premises is intentionally blurred and illegible in this scan.]

EXHIBIT B
RULES AND REGULATIONS

- Tenant shall keep the Premises free and clear of liens.
- Tenant shall keep the Premises in good repair during the Initial Term or any Renewal Term and will surrender at the expiration of the Initial Term or any Renewal Term, broom clean, and in as good condition as at the time of taking possession, damage by the elements and necessary wear and tear excepted. Any repair required to be made by Landlord or Tenant over and above damage by the elements or necessary wear and tear shall be at the sole expense of Tenant.
- The sidewalks, driveways, plazas, entrances, lobbies, corridors, elevators and stairways of the Building shall not be used for any purpose other than ingress to and egress from Tenants' premises, and shall not be encumbered by any tenant. Fire exits and stairways are for emergency use only, and they shall not be used for any other purpose. Tenant shall not store any items or equipment, nor shall it leave any trash, debris, or other objects outside the Premises, and shall be responsible for removing same. Should Landlord, after notifying Tenant, find it necessary to clean or remove same from Premises, the cost of such removal shall be added to Tenant's rent and become payable as Additional Rent.
- Landlord reserves the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of tenants, in such manner as it deems best for the general benefit of tenants. Landlord shall in all cases retain the right to control or prevent access to the Building by any person whose presence, in Landlord's judgment, would be prejudicial to the safety, peace, character or reputation of the Building or of any tenant of the Premises.
- Landlord may control access to the Building and restrict public access entirely outside of normal business hours. Landlord shall in no way be liable to Tenant for damages or loss arising from the admission, exclusion, or ejection of any person to or from the Premises or the Building under provision of this rule. In case of invasion, riot, public excitement, pandemic, or other commotion Landlord may prevent all access to the Building during the continuance of the same, by closing the doors or otherwise, for the safety of occupants and protection of property in the Building. Canvassing, soliciting or peddling in the Building is prohibited and Tenant shall cooperate to prevent the same.
- Movement of goods in or out of the Premises and Building shall only be through entrances and elevators designated for that purpose. No hand trucks, carts, etc. shall be used in the Building unless equipped with rubber tires and side guards. Move-in and move-out of the Building, including any deliveries of furniture, business equipment, boxes, and bulky

matter of any description, must be coordinated in advance through Landlord. Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the Premises only in the freight elevators and through the service entrances and corridors and only during such hours and in a manner approved by Landlord. The cost of repairing any damage to the Building or any other part of the property caused by taking any of the same in or out of the Premises, or any damage caused while it is in the Premises or the rest of the Building, shall be borne by Tenant.

- The cost of repairing any damage to the Common Areas or public facilities of the Building, caused by Tenant or its employees, licensees or invitees, shall be paid by Tenant. The toilet rooms, water closets, sinks, faucets, plumbing and other service apparatus of any kind shall not be used by Tenant for any purpose other than those for which they were installed, and no sweepings, rubbish, rags, ashes, chemicals, or other refuse or injurious substances shall be placed therein or used in connection therewith by Tenant, or left by Tenant in the lobbies, passages, elevators or stairways of the Building. No acids, vapors or other materials shall be discharged or permitted to be discharged into the water lines, vents, or flues of the Building which may damage them.
- Tenant shall not do or permit to be done anything which obstructs or interferes with any other tenant's rights in the Building. Tenant shall not invite to the Premises or permit the visit of persons in such numbers or under such conditions as to interfere with the use and enjoyment of any facilities of the Building by other tenants. Tenant shall not keep anywhere within the Building any matter having an offensive odor, or any kerosene, gasoline, benzene, camphene, fuel or other explosive or highly flammable material. No bird, fish or other animal shall be brought into or kept in or about the Building except service animals for the disabled as defined by the ADA. The use of any room within the Building as sleeping quarters is strictly prohibited at all times.
- No skylight, window, door or transom of the Building shall be covered or obstructed by Tenant, and no window shade, blind, curtain, screen, storm window, awning or other material shall be installed or placed on any window or in any window space, except as approved in writing by Landlord. If Landlord has installed or hereafter installs any shade, blind, applique or curtain in the Premises, Tenant shall not remove it without first obtaining Landlord's written consent thereto. No lettering, sign, advertisement, notice or object shall be displayed in or on the windows or doors, or on the outside of the Premises, or at any point inside the Premises where the same might be visible outside of the Premises.
- No additional locks or bolts of any kind shall be placed upon any of the doors or windows in the Premises and no lock on any door therein shall be changed or altered in any respect. Additional keys for the Premises and Building shall be procured only from Landlord, for which Landlord may make a reasonable charge. Tenant shall surrender all keys at the end of the Term. Tenant shall see each day that the windows are closed and the doors

securely locked before leaving the Premises, and that all lights and standard office equipment within the Premises are turned off.

- No machinery or mechanical equipment other than ordinary portable office equipment may be installed or operated in the Premises without Landlord's prior written consent. Notwithstanding any prior consent by Landlord, no machine or equipment used or installed in the Premises by Tenant shall cause any noise, vibration, or interference to be transmitted from the Premises to any other area of the Building. No cooking shall be done in the Premises except for the personal use of microwave ovens. Nothing shall be done or permitted in the Premises, and nothing shall be brought into or kept in the Premises, which would impair or interfere with any of the Building services or the proper and economic heating, cleaning or other servicing of the Building or the Premises, or the use or enjoyment by any other tenant of any other premises, nor shall there be installed by any tenant any ventilating, air-conditioning, electrical or other equipment of any kind which, in the judgment of Landlord, might cause any such impairment or interference. No dangerous, inflammable, combustible or explosive object or material shall be brought into the Building by any tenant or with the permission of any tenant.
- Landlord shall have the right to prescribe the weight and position of safes and other objects of excessive weight, and no safe or other object whose weight exceeds the lawful load for the area upon which it would stand shall be brought into or kept in the Premises. If, in the reasonable judgment of Landlord, it is necessary to distribute the concentrated weight of heavy objects, the work involved in such distribution shall be done at the expense of Tenant and in such manner as Landlord shall determine. The moving of safes and other heavy objects shall take place only outside of normal business hours upon previous notice to Landlord, and the persons employed to move the same in and out of the Building shall be reasonably acceptable to Landlord and, if so required by law, shall hold a Master Rigger's license.
- If Tenant desires to install telecommunication, alarm or other wires, apparatus or devices within the Premises, Landlord shall direct where and how they are to be installed, to establish reasonable rules relating thereto, and, except as so directed, no installation, boring or cutting shall be permitted. Each wire installed by Tenant must be clearly tagged at each distributing board and junction box and elsewhere where required by Landlord, with the number of the office to which such wire leads and the purpose for which it is used, together with the name of Tenant or other concern, if any, operating or using it. Tenant shall be responsible for the removal of any wiring or devices installed by Tenant upon the expiration of the Lease and for the repair of any damage caused thereby.
- Without Landlord's prior written consent: (a) nothing shall be fastened to (and no hole shall be drilled, or nail or screw driven into) any door, wall or partition (except for ordinary artwork hung on walls); (b) no wall, or partition shall be painted, papered or otherwise covered or moved in any way or marked or broken; (c) no connection shall be made to any electrical wire for running any fan, motor or other apparatus, device or

equipment; and/or (d) no machinery of any kind other than customary small business machinery shall be allowed in the Premises, unless approved in writing by Landlord. Tenant shall not damage or deface the doors (e.g. by installation of coat hooks).

- No Tenant shall obtain or accept for use in its premises cleaning, floor polishing, maintenance, mechanical, or other similar services from any persons not authorized by Landlord in writing to furnish such services. Such services shall be furnished only at such hours, in such places within the Premises and under such reasonable regulations as may be fixed by Landlord. The delivery of towels, ice, water, food, beverages, newspaper and other supplies, equipment and furniture will be permitted only under Landlord's direction and control.
- Tenant may install a burglar alarm system and/or a controlled access system only in accordance with plans and specifications approved in writing by Landlord prior to installation. Alarm tape or security devices may not be affixed to exterior windows or doors.
- Nothing in these Rules and Regulations shall give Tenant any right or claim against Landlord or any other person if Landlord does not enforce any of them against any other tenant or person (whether or not Landlord has the right to enforce them against such tenant or person), and no such non-enforcement with respect to any tenant shall constitute a waiver of the right to enforce them as to Tenant or any other tenant or person.
- Landlord reserves the right to rescind, alter or waive any rule or regulation at any time prescribed for the Building and the Premises when, in its judgment, it deems it necessary, desirable or proper for its best interest and for the best interest of its tenancy, and no alteration or waiver of any rule or regulation in favor of one tenant shall operate as an alteration or waiver in favor of any other tenant.

