

An architectural rendering of a modern, multi-story office building with a blue and grey facade and large glass windows. The building is situated on a city street corner with trees, traffic lights, and pedestrians. The sky is blue with some clouds.

**CITY
STATION
NORTH**

**TROY'S NEWEST
CLASS A OFFICE SPACE**

A **united**group property

**CITY
STATION
NORTH**

Joanne DiMarco, *Licensed Associate Real Estate Broker* • United Realty Brokerage Corp.
C: (518) 210-3649 • joanne.dimarco@ugoc.com • 300 Jordan Rd, Troy, NY 12180 O: (518) 687-7300



TABLE OF CONTENTS

1. Property Information	3
2. Draft Letter of Intent	13
3. Draft Lease	17
4. Vanilla Shell	39



**CITY
STATION
NORTH**

TROY'S NEWEST CLASS A OFFICE SPACE

**Offering prime
space from
2,500 - 20,000 SF**

Ideal for:

- » Software/tech companies
- » IT/networking companies
- » Architecture firms
- » Recruiting and staffing firms
- » Financial planners
- » Accountants and CPA firms
- » Medical practices
- » Design and marketing firms
- » Insurance companies
- » Law firms
- » Professional associations

KEY FEATURES

- » Four-story Class A office space
- » Open floor plates – design your ideal space
- » On-site parking garage with direct building access
- » Easy access to Routes 7, 87/Northway, 787, and the NYS Thruway/90
- » Prime location – steps to the RPI campus, Russell Sage College, and Troy's prime retail and entertainment district
- » Dynamic and technology-minded talent attracted to downtown Troy
- » United Group – over 50 years experience developing and managing projects in Troy and the Capital Region
- » Luxury apartments adjacent to office space

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WHAT IS CLASS A OFFICE SPACE?

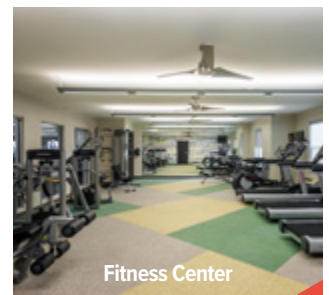
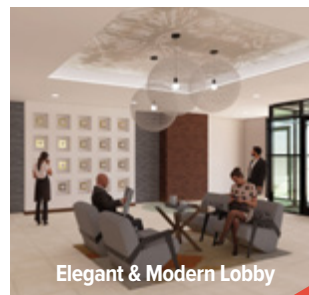
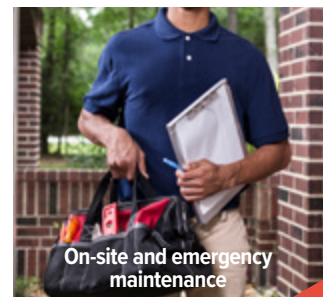
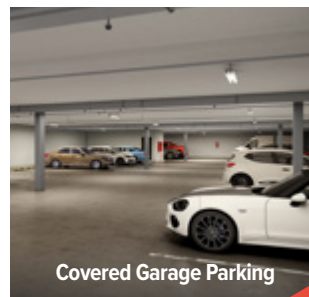
Class A office space is the highest quality office space and is typically the newest, most modern, and most desirable buildings in an area. It often located in city centers or highly sought after locations and is usually occupied by larger, more established businesses.

Class A buildings are known for their:

- » High-quality finishes
- » Updated systems and technology
- » Industry-leading amenities
- » Well-maintained HVAC and elevator systems
- » On-site parking available

AMENITIES

- » High-speed internet in common areas
- » Indoor bicycle storage
- » Security cameras and controlled access throughout
- » On-site and emergency maintenance
- » Gated on-site parking - surface level and covered garage available
- » Electric car charging stations
- » Elevator access
- » Security system
- » Elegant and modern building lobby



**40,000 SF
OFFICE SPACE**

**ON-SITE PARKING
GARAGE**

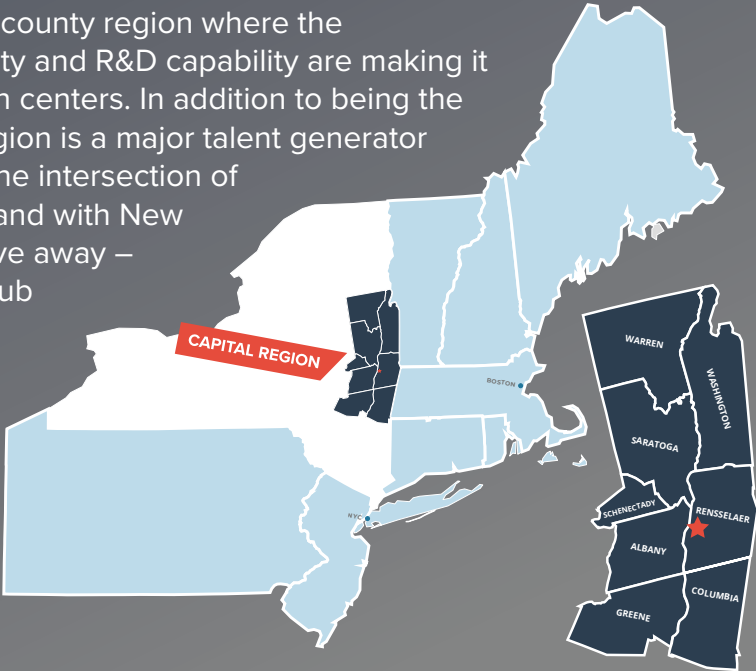
**LUXURY
APARTMENTS**





WHY TROY, NY / THE CAPITAL REGION?

“The Capital Region is a 1.1-million-strong, eight-county region where the combination of affordability, livability, accessibility and R&D capability are making it one of the nation’s next major innovation growth centers. In addition to being the home of New York’s capital city (Albany), the region is a major talent generator with 24 higher education institutions. Housing the intersection of two major interstate highways (I-87 and I-90) – and with New York City, Boston and Montreal a three-hour drive away – the region is a prime logistics and distribution hub that serves companies such as Amazon, Target, and Price Chopper/Market 32. The region is brimming with opportunities for leisure and recreation, with the Catskills in its South, Adirondacks in its North, and many arts, cultural and food destinations in between them.” – **CENTER FOR ECONOMIC GROWTH**



4th

Best Place for Young Professionals

NICHE

20th

Most Educated City in America

WALLETHUB

21st

Best Place to Live in the US

US NEWS & WORLD REPORT

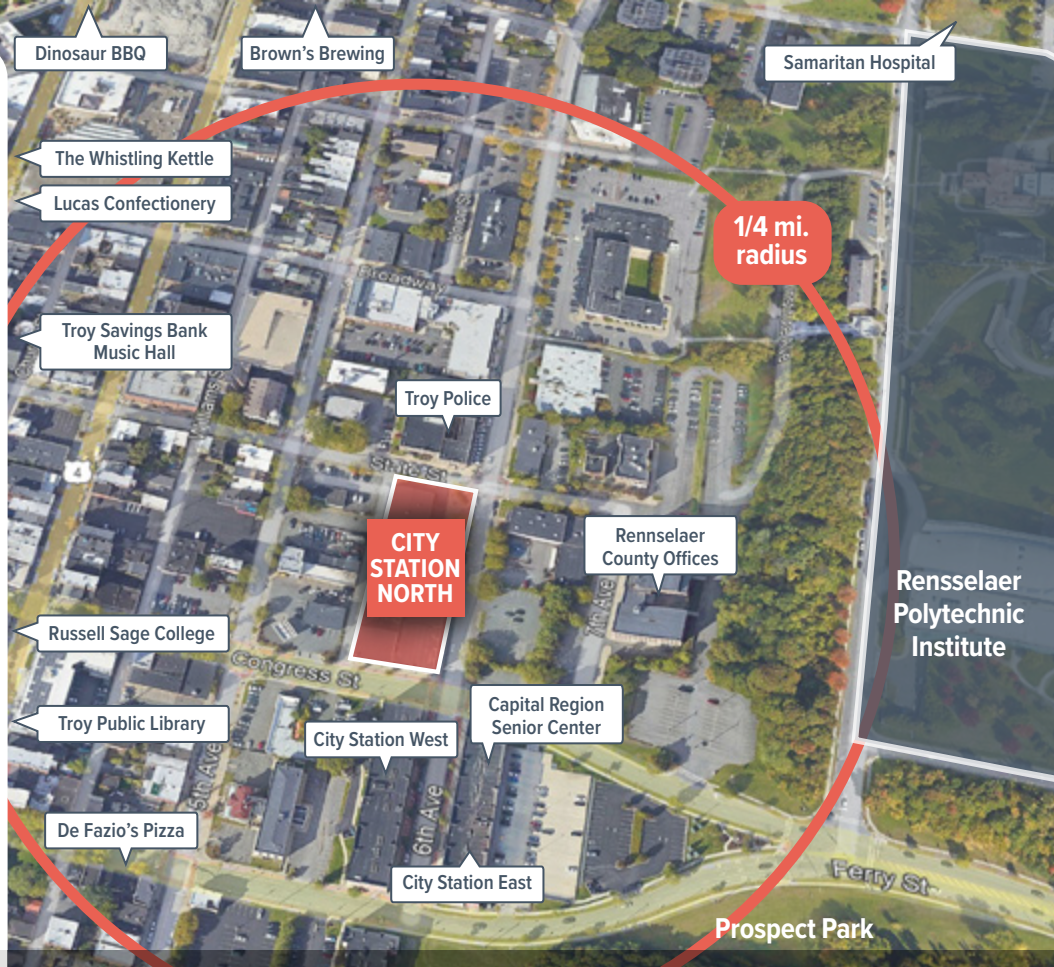
Capital Region Statistics

- » Population: 1,106,274
- » Media Household Income: \$88,956
- » # of Households: 378,258
- » Avg. Home Value: \$244,023
- » Total Area: 7,228 sq. mi.

SEE NEXT PAGE FOR MAPS ►

AREAS OF INTEREST

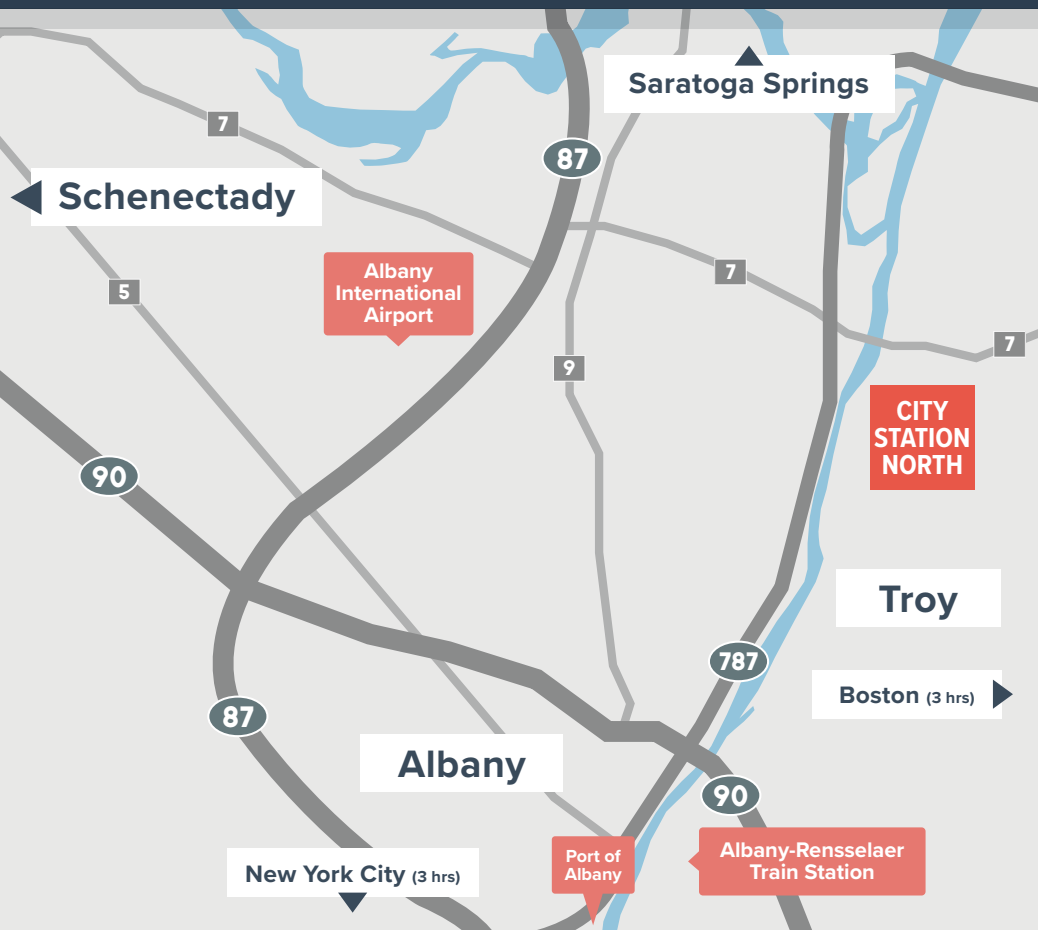
- » Steps from RPI and Russell Sage College
- » Part of Troy's new City Station Neighborhood
- » 120+ unique restaurants, bars, boutiques, and shops
- » Troy's Farmers Market
- » Population of 50,000+
- » Samaritan Hospital with over 12,500 employees
- » Troy Music Hall
- » Rensselaer County offices directly across the street



All of the things you care about, within walking distance or a short drive

Prime location in the Capital Region

Easy access whether by airplane, car, train, or even boat!



OPTIMAL ACCESSIBILITY

- » Walk Score® of 91%
- » Easy access to Routes 7, 87 (Northway), 787, and the NYS Thruway (90)
- » 15 minutes to Albany International Airport
- » 15 minutes to Albany-Rensselaer Train Station (Easy access to NYC)
- » Less than 3 hours from NYC
- » Steps from CDTA bus stop
- » Convenient to Port of Albany

ELEVATIONS



East



North



South



West

RENDERINGS



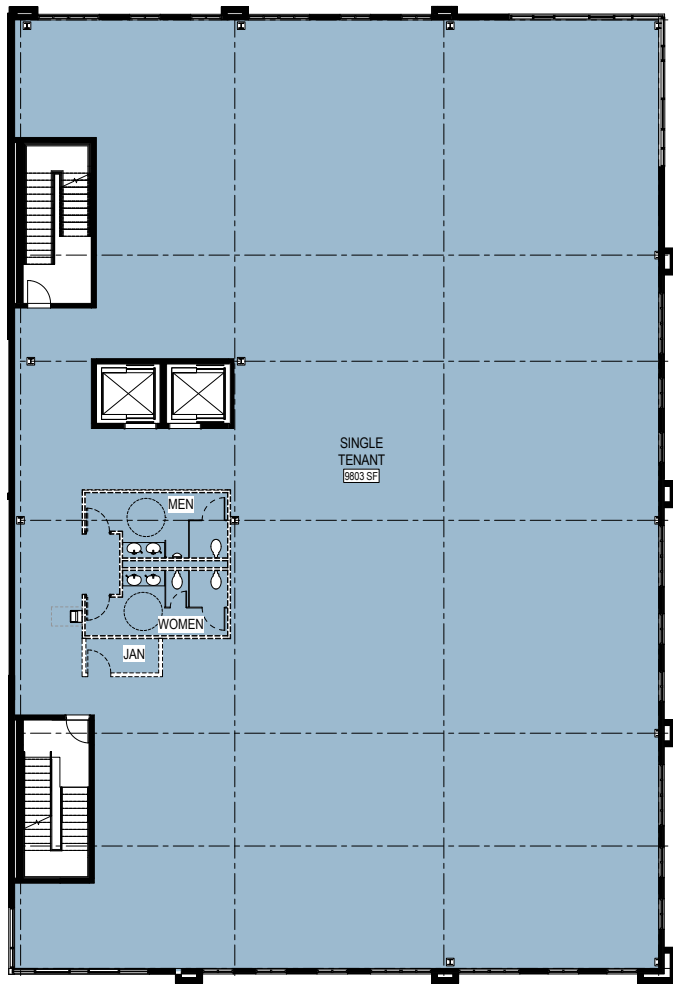
RENDERINGS



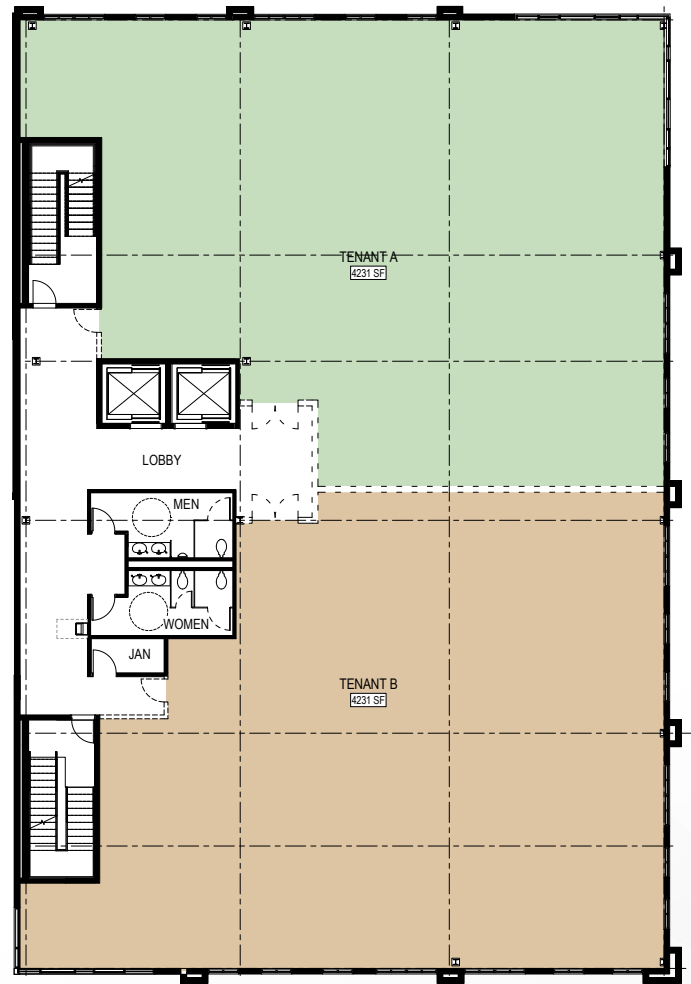
RENDERINGS



FLOOR PLAN LAYOUTS



Typical Office Level Plan – Single Tenant



Typical Office Level Plan – Two Tenant

DRAFT LETTER OF INTENT



CityStation North II, LLC
300 Jordan Road
Troy, NY 12180

518.687.7300

[Date]

Re: Lease of Space from City Station North II, LLC (“Landlord”) to _____
(“Tenant”) located at 1609 Sixth Avenue, Troy, NY 12180

Dear: _____;

This letter serves as a non-binding Letter of Intent (“LOI”) among CityStation North II, LLC (“Landlord”) and _____ (“Tenant”) (Landlord and Tenant sometimes being referred to herein as the “Parties”) relative to the proposed lease of space in the above referenced Building (the “Transaction”). This LOI memorializes the objectives of the Parties and sets forth the basic parameters for the definitive transaction documents. This LOI is not intended to be a binding agreement and is merely an expression of the Parties’ intention to negotiate the terms and conditions of the definitive agreements and other documents to be executed in the future for the implementation of the transactions contemplated hereby. The Parties will be bound only by such documents when the same are in form and substance satisfactory to the Parties and their respective legal counsel and have been fully executed by both of the Parties. Of course, until such time as the Parties have agreed to the terms of the definitive agreements with regard to the proposed lease of space in the building, all rights are reserved.

The terms of this LOI are as follows:

1. Premises. Tenant shall lease the premises located at 1609 Sixth Avenue Troy, New York, consisting of _____ Rentable square feet on _____ floor office space from Landlord;
2. Upon execution of this LOI, the Parties hereof shall commence the drafting and negotiation of a lease agreement for the Premises.
3. Use of Premises. Tenant’s use of the Premises shall be for commercial office use. Tenant shall abide by the rules and regulations of the Building and Premises, as promulgated by Landlord, and to be provided to tenant prior to commencement date.
4. Lease Term. The lease shall commence on or about _____ (the “Commencement Date”). The initial lease term shall be _____ months (the “Initial Term”).
5. Rent. The base rental rate for the Premises during the Initial Term shall be

\$_____per rentable square foot monthly, for a total of \$_____per month ("Base Rent"). In addition to the Base Rent, the Tenant shall pay its proportionate share of the building operating expenses ("Operating Expenses").

6. Parking. Included in rent, Tenant shall be entitled to _____ parking spaces per _____ RSF of leased space within the CSN designated shared parking areas. (____ x _____ = _____ spaces) Within entitled spaces (_____ spaces per _____ RSF shall be reserved "designated" spaces (____ x ____ = _____)
7. Other Services. The tenant shall be responsible for all telecommunications, internet, cable and similar costs associated with their use and occupancy of the Premises.
8. Security Deposit. A deposit of \$_____ month rent is due at the signing of the lease agreement
9. Improvements. Landlord shall include the Tenant in the design development process for the building's interior space planning and design. Landlord shall provide Tenant an allowance of \$_____per GSF per lease year for interior tenant improvements (\$_____/GSF for 10yr lease term). Tenant improvements shall be initiated from a _____shell.
10. Alterations. Any alterations and/or improvements to the Premises by Tenant (except those set forth in Section 5 above) must be approved in advance by Landlord, shall be at the Tenants sole cost and expense, and shall be subject to all Federal, State and Local Statutes, rules, and regulations, including, but not limited to, prevailing building codes, rules and regulations.
11. Insurance. Tenant shall maintain throughout the Initial Term and Renewal Terms, policies of general and contractual liability insurance in amounts acceptable to Landlord, at its sole discretion, to cover its operation at the Premises. Any and all such insurance policies shall name Landlord as an additional insured on said policies.
12. Costs. Except as otherwise set forth herein, the Parties will bear their respective costs incurred in connection with the transactions contemplated hereby. These costs include, without limitation, the Transaction, and negotiating, drafting, and executing of the documents required in order to affect the same.
13. Assignment. It is understood that the rights conveyed hereby are personal to Tenant and its agents and representatives, and may not be otherwise assigned or transferred, without prior written consent of Landlord. Should the parties be unable to reach a final agreement, the parties agree that neither party shall be liable to the other for any costs or damages.
14. Outline of Terms. The Parties hereto understand and acknowledge that this LOI is intended to outline terms and conditions of the contemplated Transaction between the parties and agree to continue to negotiate terms and conditions in good faith. Neither party hereto, however, shall be bound by the terms and conditions herein until such time as the lease agreement, contemplated herein as the final agreement between the parties hereto, is executed by both Parties.

15. Counterparts. This LOI may be executed in several counterparts by facsimile or original signature, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

16. Brokerage. The Landlord and the Tenant agree that this lease agreement is subject to any third-party brokerage fees. A brokerage fee of _____% shall be due to URBC and payable by Landlord.

If you agree with the terms and conditions set forth above, please counter-execute and date duplicate two (2) originals of this LOI and return one (1) original to my attention.

We look forward to working with you on this transaction.

Sincerely;

Michael J. Uccellini
CityStation North II, LLC

AGREED AND ACCEPTED BY:

Date

DRAFT LEASE



LEASE

THIS LEASE, dated as of _____, 202__ is entered into between CityStation North II, LLC (“Landlord”) and _____ (“Tenant”) described in the following Basic Lease Information on the Date which is set forth for reference only in the following Basic Lease Information.

Landlord and Tenant agree:

Article 1.00 Basic Lease Information

In addition to the terms, which are defined elsewhere in this Lease, the following defined terms are used in this Lease:

- a. TENANT:
- b. TENANT’S ADDRESS: _
- c. LANDLORD: CityStation North II, LLC
- d. LANDLORD’S ADDRESS: 300 Jordan Road, Troy, New York 12180
- e. BUILDING: 1609 Sixth Avenue, Troy, NY 12180
- f. PREMISES: Suite No. _____ on the _____ floor of the Building.
- g. RENTABLE AREA OF PREMISES: _____square feet
- h. TENANT’S PERCENTAGE: _____% of the leasable commercial space in the building in which the Premises is located.
- i. COMMENCEMENT DATE: The term of the Lease shall commence on _____
- j. RENT COMMENCEMENT DATE: _____, pro rata for partial month.
- k. EXPIRATION DATE: The Term shall expire on _____.
- l. TERM: _____ (____) years.
- m. FIRST MONTH’S RENT/SECURITY DEPOSIT: Tenant shall provide the first month’s rent (otherwise due _____) and a security deposit, each in the amount of _____ and ____/100 Dollars (\$_____), at Lease execution, which will be increased contemporaneously with each Base Rent and/or Additional Rent increase

so the Security Deposit shall always equal one month of the then-current Base Rent and Additional Rent. Said Security Deposit will be held by Landlord in a non-interest bearing account for the Lease Term.

n. **BASE RENT:**

<u>YEARS</u>	<u>RENT/S.F.</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
1	\$___ NNN		
2	\$___ NNN		
3	\$___ NNN		
4	\$___ NNN		
5	\$___ NNN		

* Base Rent and Additional Rent commence _____ with an aggregate pro rata rental payment of \$_____ due for _____

o. **LEASE:** This Lease plus exhibits as may be appended hereto.

p. **RENEWAL OPTIONS:** Tenant shall have _____ (____) _____-year renewal options.

q. **RENEWAL RENT:** The Base Rent for each renewal term shall be market rate as reasonably determined by Landlord but in no event shall the renewal rate be less than the prior year's rate. Upon Tenant's request, which shall be made no sooner than one (1) year and no later than six (6) months prior to then-current Expiration Date of the Lease and/or any renewal term, the Landlord shall provide Tenant with a written option to renew, setting forth the precise Base Rent for the renewal term.

Article 2.00 Agreement

Landlord, for and in consideration of the rents, covenants and agreements herein contained on the part of Tenant, its successors and assigns, to be paid, kept and performed, agrees to and does hereby lease to Tenant, and Tenant agrees to and does hereby lease from Landlord, subject to the term and conditions of this Lease, a leasehold estate in the Premises, located on that certain parcel of land located in the City of Troy, Rensselaer County, New York, known as 1609 Sixth Avenue, Troy, New York.

TOGETHER with the right to use all easements, rights, privileges and appurtenances to the same belonging or appertaining thereto, and all streets, avenues or alleys adjoining the parcel of land on which the Building is located, in which the Landlord has such an interest.

Article 3.00 Improvements

3.01 **Tenant Improvements.** The Landlord shall provide Tenant a _____ allowance (the "Allowance") of \$_____) for work in the Premises as described on Exhibit "A" attached hereto. The Rent due hereunder for the first year of the Term of the Lease shall be reduced

by any amounts by which the cost of the Tenant Improvements is less than the Allowance. In the event the cost of the Tenant Improvements exceeds the Allowance, the Tenant shall be solely responsible for such excess costs on a current basis.

Tenant shall be responsible for all governmental permits, applications, fees assessments, architectural and engineering costs, and any other related expenses of the Tenant Improvements.

Article 4.00 Term, Delivery of Possession

- 4.01 General. The duration of this Lease will be the Term. The Term will commence on the Commencement Date.
- 4.02 Possession. Landlord shall deliver the Premises to Tenant on the Commencement Date.
- 4.03 Tenant's Right of Early Termination. Notwithstanding anything to the contrary set forth in this Lease, Tenant shall have the right to terminate the Lease prior to the expiration of the Term as follows:
- (a) Subsequent to the conclusion of the _____ (____th) year and prior to the conclusion of the _____ (____th) year of the Term, Tenant shall have the unilateral right to terminate the Lease upon twenty-four (24) months prior written notice to Landlord.
 - (b) Subsequent to the conclusion of the _____ (____th) year of the Term, Tenant shall have the unilateral right to terminate the Lease upon _____ (____) months prior written notice to Landlord.

Article 5.00 Rent/Security Deposit

- 5.01 Tenant shall pay Rent as follows:
- a. Base Rent. Tenant shall pay Base Rent that is otherwise due on the Rent Commencement Date on the date this Lease has been fully executed. Thereafter, commencing _____, Base Rent will be paid on or before the first day of each calendar month of the Term without notice or demand and without deduction or setoff whatsoever.
 - b. Additional Rent. Tenant shall pay Additional Rent that is otherwise due on the Rent Commencement Date on the date this Lease has been fully executed. Thereafter, commencing _____, Additional Rent will be paid in advance on or before the first day of each calendar month of the Term without notice or demand and without deduction or setoff whatsoever. Additional Rent shall comprise Tenant's Percentage of the

operating costs (“Operating Costs”) for the commercial area of the Building (the “Commercial Component”) and shall include the following:

The term “Operating Expenses” shall mean (1) all real property taxes and assessments or payments in lieu of taxes (and any tax or assessment to the extent levied or assessed in whole or in part in lieu thereof), levied or assessed against the Building or otherwise applicable thereto; (2) all insurance premiums incurred by the Landlord attributable to the ownership and operation of the Building; (3) all costs of operation, management, maintenance and repair of the Building, including, without limitation:

- a. The actual wages, salaries and benefits (including but not limited to, vacation pay and union payments or benefits, if any), of all necessary Building maintenance employees, including police and supervisory personnel or services, including employer’s social security taxes and other taxes which may be levied on such wages and salaries;
- b. All supplies and materials used in the operation and maintenance of the Building, including but not limited to, janitorial and building supplies. Tenant shall be responsible for the costs of any and all light bulbs within the Premises and the replacement thereof as Additional Rent.
- c. The commercially reasonable costs for all outside contractors and all maintenance and service agreements on equipment, including without limitation, protection service, window cleaning and elevator maintenance, rubbish removal, janitorial cleaning, snow and ice removal and landscaping.
- d. The costs of providing water, power, heating, lighting, ventilating and air conditioning to the common areas of the Building.
- e. The costs of providing and maintaining heat source and systems and air conditioning source and systems to the Premises and common areas of the Building.
- f. Property Management Fees and legal fees, other than those legal fees associated with the leasing of other space within the Building and legal fees incurred with respect to Lease issues for other space within the Building, associated with the Building.
- g. Maintenance, repair, and / or replacement on equipment and machinery used in operating or servicing the Building;
- h. The costs of all other noncapital items of general operation, repair and maintenance reasonably incurred by Landlord, but exclusive of expenses for alterations of the Building for the accommodations of a specific tenant or tenants and specifically including, without limitation, all license fees and property address signage;

- i. The costs of necessary office supplies and expenses, telephone service and accounting fees incurred in the preparation of an annual report to tenants of the Operating Expenses of the Building;
- j. The costs of any capital improvements made to the Building after the first full calendar year of the term that are for the benefit of the Building as a whole and are reasonably anticipated to reduce other operating expenses or that are required under any governmental law or regulation that was not applicable to the Building at any time of the commencement of the term, such costs to be amortized over such reasonable useful life as Landlord shall determine together with interest on the unamortized balance at the same rate of interest as that paid by Landlord on funds borrowed for the purpose of constructing such capital improvements;
- k. All municipal fees, charges, expenses, assessments, levies, business district fees/assessments and taxes related to the Building including, without limitation, all State, City, County, school or other taxes.

In the event that any of the foregoing charges are not entirely attributable to the operation, maintenance and repair of the Building, Landlord shall make a reasonable allocation of such charges to be attributable to the Building.

Operating Expenses shall not include:

- a. costs, disbursements, and other expenses incurred for renovating or improving space for tenants;
- b. costs (including permit, license, and inspection fees) incurred in renovating, improving, decorating, painting, or redecorating vacant space for tenants;
- c. any expense for which Landlord is or should have been directly reimbursed by tenants or other parties;
- d. costs incurred by Landlord for alterations that are considered capital improvements and replacements under GAAP consistently applied except as expressly permitted elsewhere in the Lease;
- e. depreciation or amortization on the Building except expressly permitted elsewhere in the Lease;
- f. costs of capital nature including capital improvements, capital repairs, capital equipment, and capital tools, as determined under GAAP consistently applied;
- g. rentals and other related expenses incurred in leasing air conditioning systems, elevators, or other equipment ordinarily considered to be of a capital nature; and
- h. advertising with respect to leasing of space and promotional expenses.

Operating Expenses shall be calculated on the accrual basis of accounting.

The Landlord shall notify the Tenant of Tenant's estimated share of the Operating Expenses for each calendar year or partial calendar year during the Term and Tenant shall pay its estimated share of Operating Expenses in equal monthly installments at the same time and place as the Base Monthly Rent is required to be paid. The Landlord shall submit to the Tenant after each calendar year a statement showing Tenant's actual share of the Operating Expenses. If Tenant's actual share for such calendar year exceeds the amount paid by the Tenant, the Tenant shall pay to the Landlord the balance due on the later to occur of the next installment of Monthly Base Rent or within fifteen (15) days after demand therefor. If the amount paid by Tenant exceeded Tenant's actual share, then, such excess shall, at Landlord's discretion, either be credited against the next installment of Monthly Base Rent or paid to the Tenant within fifteen (15) days after Tenant's receipt of the aforementioned statement.

It is estimated that Additional Rent as of the Rent Commencement Date will be \$_____ per square foot per year, which amounts to \$_____ annually or equal monthly payments of \$_____, with the exact amount to be provided to Tenant prior to the Commencement Date and at least annually thereafter. Landlord's records relating to such Additional Rent set forth above shall be made available for inspection by Tenant upon Tenant's request.

c. Security Deposit. Tenant has deposited with Landlord the sum of _____/100 Dollars (\$_____) (the "Security Deposit") as security for the full and punctual performance by Tenant of all of the terms of this Lease. In the event Tenant defaults in the performance of any of the terms of this Lease, Landlord may apply the whole or any part of the Security Deposit to the extent required for the payment of (i) any Base Rent or Additional Rent or (ii) any sum which Landlord may expend or may be required to expend by reason of Tenant's default including, without limitation, any damages or deficiency in the re-letting of the Premises, whether accruing before or after summary proceedings or other re-entry by Landlord to the extent provided for in Article 20 of this Lease. Upon each application, Tenant shall, on demand, pay to Landlord the sum so applied which shall be added to the Security Deposit so that the same shall be restored to the amount first set forth above. Additionally, Tenant shall, within ten (10) days after the effective date of any increase in Base Rent, add the amount of the monthly increase in Base Rent to the Security Deposit. If Tenant shall fully and punctually comply with all of the terms of this Lease, the amount of the Security Deposit, without interest, shall be returned to Tenant after the termination of this Lease. In the event of a sale or lease of the Building, Landlord shall have the right to transfer the Security Deposit to the vendee or lessee and Landlord shall ipso facto be released by Tenant from all liability for the return of the Security Deposit and Tenant agrees to look solely to the new landlord for the return of the Security Deposit.

Article 6.00 Insurance

6.01 Tenant's Insurance. At all times during the Term, Tenant will carry and maintain, at Tenant's expense, the following insurance, in the amounts specified below or such other

amounts as Landlord may from time to time reasonably request, with insurance companies and on forms satisfactory to Landlord:

A. Public liability and property damage insurance with a combined single occurrence limit of not less than \$2,000,000.00. All such insurance will specifically include, without limitation, contractual liability coverage for the performance by Tenant of the indemnity agreements set forth in Article 19.00 of this Lease.

B. Insurance covering all of Tenant's equipment, trade fixtures, appliances, furniture, furnishings and personal property, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special peril (all risk), glass breakage and sprinkler leakage.

C. Policies. Certificates of Insurance for the liability policy naming Landlord and any other specified by Landlord as additional insured to the extent of the indemnification herein shall be delivered to Landlord prior to Tenant's occupancy of the Premises and prior to the expiration of the term of each such policy.

- 6.02 Waiver of Subrogation. Landlord and Tenant each waive any and all rights to recover against the other or against any other tenant or occupant of the Building, or against the officers, directors, shareholders, partners, joint ventures, employees, agents, customers, invitees or business visitors of such other party or of such other tenant or occupant of the Building, for any loss or damage to such waiving party arising from any cause covered by any insurance required to be carried by such party pursuant to this Article 6.00 or any other insurance actually carried by such party. Landlord and Tenant, from time to time, will cause their respective insurers to issue appropriate waiver of subrogation endorsements to all policies of insurance carried in connection with the Building or the Premises or the contents thereof.

Article 7.00 Use

- 7.01 Tenant shall have the right during the term of this Lease to use and occupy the Premises solely for the operation of a restaurant offering bubble tea-related beverages and fried chicken wings.
- 7.02 To the extent that Tenant is responsible for repair and maintenance of the Premises under this Lease, Tenant shall, throughout the term of this Lease, promptly comply with all valid statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements, ordinary and extraordinary, foreseen or unforeseen, of all Governmental Authorities now or hereafter applicable to the Premises and the Improvements, as to the manner of use or the maintenance, repair or condition of the Premises and the Improvements. Tenants shall, however, have the right to contest any of the foregoing, and if compliance therewith may legally be held in abeyance during such contest without the imposition of any liens on the Premises or the Improvements, Tenant may postpone compliance until the final determination of such contest, provided such contest shall be prosecuted with due diligence, except that Tenant shall not so postpone compliance

therewith as to subject landlord to any fine or penalty or to prosecution for a criminal act, or to cause the Premises to the Improvements, or any part thereof, to be condemned or vacated. Even though a lien against the Premises or the Improvements may be imposed by reason of such noncompliance, Tenant may nevertheless delay compliance therewith during contests thereof, provided Tenant, if required, furnishes Landlord with reasonably satisfactory security against any loss by reason of such lien and effectively prevents foreclosure thereof.

- 7.03 Tenant shall not use or occupy or permit the Premises to be used or occupied, nor do or permit to be done any act or thing upon the Premises, in a manner that would in any way violate any certificate of occupancy affecting the Premises or the Improvements or would invalidate or be in conflict with any insurance policies covering or relating to the Improvements, the Premises or any part thereof, or any fixtures and property therein, or that would cause or be apt to cause structural injury to the Improvements., or that would constitute a public or private nuisance and shall comply with all rules, orders, regulations and requirements of the Board of Fire Underwriters having jurisdiction, or any other similar body, in the case of such fire insurance policies , and the applicable insurance rating bureau or similar body, in the case of all other such insurance policies. Landlord shall notify Tenant of any alleged breach of this provision and permit Tenant ten (10) days to cure such breach.
- 7.04 Landlord shall provide Tenant and the Premises with HVAC service from 7:00 a.m. – 11:00 p.m. on weekdays and from 8:00 a.m. – 11:00 p.m. on weekends at no additional charge and Tenant shall direct control of HVAC settings for the Premises. The Tenant will be charged no additional fees for using HVAC services outside of the hours listed above.
- 7.05 Tenant shall have access to the Premises and the Building 24 hours per day, 7 days per week, 52 weeks per year.
- 7.06 Tenant shall be allowed to move into the Premises during or after normal business hours and/or during weekends without incurring any costs or impositions from Landlord.

Article 8.00 Requirements of Law; Fire Insurance

- 8.01 General. Tenant, at its expense, will comply with all applicable governmental laws, orders and regulations, and with any direction of any public officer which may impose any violation, order or duty upon Landlord or Tenant with respect to the Premises, or their use or occupancy.
- 8.02 Certain Insurance Risks. Tenant will not do or permit to be done any negligent or unlawful act or thing upon the Premises which would (a) jeopardize or be in conflict with fire insurance policies covering the Building or (b) increase the rate of fire insurance applicable to the Building to an amount higher than it otherwise would be for general office use; provided, however, this Section 8.02 will not prevent Tenant's use of the Premises for the purposes stated in Article 7.00.

- 8.03 Excess Insurance Payments. If, as a result of any negligent or unlawful act or omission by Tenant or violation of this Lease, the rate of fire insurance applicable to the Building or any other insurance carried by Landlord is higher than it otherwise would have been, Tenant will reimburse Landlord upon demand for the increased cost of Landlord's insurance premiums.

Article 9.00 Assignment and Subletting

- 9.01 General. Tenant shall not have the right to assign or sublease or permit the Premises or any part of the Premises to be used or occupied by others, without the prior written consent of Landlord. No permitted subtenant will assign or encumber its sublease or further sublease all or any portion of its subleased space, or otherwise permit the subleased space or any part of its subleased space to be further used or occupied by others, without Landlord's prior written consent.
- 9.02 Request for Permission. If Tenant requests the Landlord's consent to an assignment or subletting, Tenant shall submit to Landlord at least thirty (30) days prior to the effective date of the proposed assignment or sublease, a copy of the proposed assignment or sublease and information regarding the nature, character and references of the business of the proposed assignee or subtenant.
- 9.03 If a sublease or assignment is consented to by Landlord, Tenant will pay to Landlord one hundred percent (100%) of the "Net" (a) premium, if any, as and when received by Tenant on account of an assignment or (b) profit, if any, as and when received by Tenant on any sublease. "Net" means after deducting from the first payments received all reasonable, actual out-of-pocket expenses incurred (and actually paid) in connection with the transaction including, but not limited to, advertising costs, renovation costs, brokerage fees, reasonable legal fees paid by Tenant apportioned to the subject space for the period when the space was vacant and on the market for subletting or assignment, and other similar expenses. Tenant shall provide all documentation required by Landlord to confirm any expenses claimed by Tenant. Any sums due hereunder shall constitute Additional Rent and shall be paid by Tenant within twenty (20) days of the receipt of sublease payments or assignment premiums from the approved sublease or assignee. Once the Lease is assigned, Tenant shall have no further obligations under the Lease nor will it be subject to any liability for any breach of the assigned Lease by assignee.

Article 10.00 Common Areas; Landlord Reservation

- 10.01 Common Areas. As used in this Lease, the term "common areas" means without limitation, the areas and facilities in the parking lot and retail/commercial area of the Building (the "Commercial Component") which are provided and designated from time to time by Landlord for the general non-exclusive use and convenience of Tenant with other tenants of the Commercial Component and their respective employees, invitees, licensees and other visitors a non-exclusive license for the Term to use the common areas in common with others entitled to use the common areas including, without limitation, Landlord, residents of the Building, members of the general public, and other tenants of the

Commercial Component and their respective employees' invitees, licensees and visitors and other persons authorized by Landlord, subject to the terms and conditions of this Lease. The Landlord shall have the right to:

- a. temporarily close any of the common areas for maintenance, alteration or improvement purposes; provided such will not materially alter Tenant's use and enjoyment of the Premises;
- b. change the size, use, shape or nature of any such common areas, provided such changes do not deprive Tenant of the substantial benefit and enjoyment of the Premises.

10.02 Landlord Reservation. Landlord reserves from the Premises space for all necessary pipes, conduits, utility lines and wires leading to and from the portions of the Building not leased by this Lease, which reservations shall not unreasonably interfere with Tenant's use of Premises.

Article 11.00 Landlord/Tenant Repairs

- a. Landlord shall be responsible for the maintenance of and shall promptly make all necessary repairs to the Premises, including but not limited to repairs to the roof, foundation, major building operation systems such as heating and air conditioning units, floor, slab, exterior and load bearing walls and other structural elements and base systems, and all common areas, the parking lot and the sidewalks and ways adjoining the Premises and serving the Improvements. Tenant shall, throughout the term of this Lease, at its sole cost and expenses, maintain the interior of the Premises in good repair, order and condition, reasonable wear and tear excepted. All repairs made by Tenant shall be at least equal in quality and class to the original work. Tenant, at its sole cost and expense, shall maintain and keep the Premises and the entrances, passageways and adjoining areas, in a clean, neat and orderly condition and shall remove all rubbish therefrom. Tenant shall not be required to seek Landlord approval in advance of any minor alterations or improvements to the interior of the Premises, so long as any such alterations or improvements are at least equal in quality and class to the existing Improvements and do not affect the footprint or structural components of the Premises.
- b. The necessity for and adequacy of repairs by Tenant pursuant to this Section shall be measured by the standard for buildings or similar construction and class, in the capital region of New York State.

Article 12.00 Alterations

- a. Possession of the Premises shall be and remain in Tenant for and during the entire term of this Lease, and on the expiration or earlier termination of this Lease. Tenant hereby covenants and agrees that the sole right to possess and use the same shall

automatically pass to and be vested in Landlord without payment or consideration of any kind. The parties hereto covenant and agree that all of the provisions of this Lease with respect to surrender of the Premises shall be equally applicable to surrender of any improvements upon such earlier expiration or termination of this Lease.

- b. Tenant shall have the right at any time and from time to time during the term of this Lease, to make at its sole cost and expense, changes and alterations in, to or of the Premises, subject, however, in all cases, to the following:
 - 1. Any change or alteration shall, when completed, be of such a character as not to materially reduce the value and utility of the Premises below the value and utility immediately before such change or alteration.
 - 2. Any change or alteration shall be made promptly (unavoidable delays excepted) in a good and workmanlike manner and in compliance with all applicable permits and authorizations and building and zoning laws and with all other laws, ordinance orders, rules, regulations and requirements of all Governmental Authorities, and any national or local Insurance Rating Bureau, or any other body hereafter exercising similar function.
 - 3. The cost of any such change or alteration shall be paid in cash or its equivalent, so that the Premises shall at all times be free from all liens for labor and material supplied or claimed to have been supplied to the Premises and free from all liens, encumbrances or security interests.
 - 4. Worker's compensation insurance in statutory amounts covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against Landlord, Tenant, the Premises, shall be maintained by Tenant's contractors at their sole cost and expense at all times when any work is in process in connection with any change or alteration. All such worker's compensation insurance shall be in a company or companies of recognized reasonability, which are licensed to do business in New York, and certificates of all policies, issued by the other evidence satisfactory to Landlord of such payment, shall be delivered to Landlord upon request.
- c. Landlord agrees, with reasonable promptness after receipt of a written request therefore from Tenant, to execute, acknowledge and deliver (or to join with Tenant in the execution, acknowledgment and delivery of), at Tenant's sole cost and expense, any and all (i) applications for licenses, permits, vault space, or other authorizations of any kind or character (including the re-subdivision of the Premises into a single lot or parcel or separate lots or parcels for purposes of assessment and taxation) required by any Governmental Authority in connection with the construction, alteration, repair or demolition of any portion of Premises, (ii) grants or deeds of easements and/or rights-of-way for public utilities or similar public

facilities which, in Tenant's sole discretion may be useful and/or necessary in the proper economic and orderly development of the Premises, and (iii) grants or deeds of dedication where such dedication is required by any Governmental Authority in connection with the Premises. If Landlord fails to execute, acknowledge and deliver (or fails to join with Tenant in the execution, acknowledgement and delivery of) any application, deed or other instrument referred to in this subsection within 30 days after receipt or a written request from Tenant therefore, Tenant shall have the right to seek specific performance of the obligations of Landlord, injunctive relief or other equitable remedies. Notwithstanding the foregoing, Landlord shall not be required to execute any document or instrument which- imposes any liability, obligation, cost or expense on Landlord unless (i) all such costs and expenses are paid in advance by Tenant, and (ii) Tenant agrees to indemnify and hold harmless Landlord from and against all liability and obligation in connection with, or resulting from, the signing of any such document or instrument and, if requested to do so, furnishes to Landlord security, reasonably satisfactory to Landlord, against any liability or obligation by reason of the signing of any such document or instrument.

Article 13.00 Mechanic's Liens

Tenant will pay or cause to be paid all costs and charges for work done by Tenant or caused to be done by Tenant in or to the Premises. Tenant will indemnify Landlord against, and hold Landlord, the Premises and the Building free, clear and harmless of and from, all mechanics liens and claims of liens and all other liabilities, liens, claims and demands on account of such work by or on behalf of Tenant. If any such lien, at any time, is filed against the Premises or any part of the Building, Tenant will cause such lien to be discharged of record within ten (10) days after the filing of such lien. If Tenant fails to pay any charge for which a mechanics' lien has been filed and has not discharged same of record as described above, Landlord may, at its option, pay such charge and related costs and interest and the amount so paid, together with reasonable attorneys' fees incurred in connection with such lien, will be immediately due from Tenant to Landlord. Nothing contained in the Lease will be deemed the consent or agreement of Landlord to subject Landlord's interest in the Building to liability under any mechanic's or other lien law.

Article 14.00 End of Term; Holdover

At the end of this Lease, Tenant will promptly quit and surrender the Premises broom-clean, in good order and repair, ordinary wear and tear excepted. Tenant will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, addition or improvements. All trade fixtures, equipment, furniture, inventory, effects, alterations, additions and improvements not so removed will be deemed conclusively to have been abandoned and may be disposed of by Landlord.

Should Tenant continue to occupy the Premises after the expiration of the Term or any renewal or extension thereof, any holding over shall constitute a tenancy from month to month at a monthly rental equivalent to one hundred fifty percent (150%) of the last month's installment of Base Rent. Tenant shall also pay Additional Rent, prorated on a per diem basis for the holdover period. All

other terms, covenants and conditions of this Lease shall remain in full force and effect during the holdover period.

Article 15.00 Eminent Domain

If the Premises is taken by exercise of the power of eminent domain (or conveyed by Landlord in lieu of such exercise) this Lease will terminate on the earlier of the date upon which the condemning authority takes possession of the Premises or the date on which title to the Premises is vested in the condemning authority. In the event of any such taking, the entire award will be paid to Landlord and Tenant will have no right or claim to any part of such award: provided however, Tenant will have the right to assert a claim against the condemning authority if a separate action and so long as Landlord's award is not reduced by such claim. For the purposes of this Lease, all improvements, alterations, including but not limited to equipment, both office and medical, furnishings, shelving, utility fixtures supplied by Tenant, floor coverings and all other property paid for by Tenant shall be considered trade fixtures and owned solely by Tenant during the term of this Lease.

Article 16.00 Damage and Destruction

If the Premises or the Building are damaged by fire or other casualty, Landlord will repair the damage with reasonable diligence. In that event this Lease will continue in full force and effect except that Rent will be abated on a pro rata basis from the date of the fire or other casualty until the date of the completion of such repairs based on the area of the Premises of whose use Tenant is deprived during the repair period.

If the Premises or the Building are damaged by fire or other casualty to an extent which may not be repaired within one hundred eighty (180) days, as determined by Landlord, then (i) Landlord may cancel this Lease as of the date of such damage by written notice given to Tenant, or (ii) Tenant may cancel this Lease as of the date of such damage by written notice given to Landlord within ten (10) days after Landlord's delivery of a notice that the repairs cannot be made within such one hundred eighty (180) day period. In either event, Landlord shall make the determination whether or not repairs can be made within such one hundred eighty (180) day period and provide notice to that effect to the Tenant no later than sixty (60) days from the dated of damage.

Article 17.00 Quiet Enjoyment/Subordination

- a. Landlord covenants that Tenant, upon paying the Base Rent, Additional Rent and any other charges provided for in this Lease and upon keeping, performing and observing the terms, covenants and conditions of this Lease on its part to be kept, observed and performed, shall and may peacefully and quietly have, hold, occupy and enjoy the Premises for the entire term of this Lease, without hindrance, ejection or molestation by Landlord or any party claiming under or through Landlord.
- b. If Landlord, or any successor to Landlord's interest in the Building, shall convey or otherwise dispose of such interest, then upon such conveyance or other disposition all liabilities and obligations on the part of Landlord, or such successor owner, as Landlord

under this Lease, accruing after such conveyance or disposition, shall cease and terminate and each successor owner shall without further agreement, be bound by Landlord's covenants and obligations, but only during the period of such successor's ownership.

- c. Landlord may, from time to time, grant mortgages covering its estate in the Building and the Premises. Tenant, subject to each mortgage, agrees that this Lease shall be subject and subordinate to each mortgage, including modifications, extensions or renewals thereof and advances there under from time to time in effect. Tenant also agrees to timely provide any mortgagee with executed estoppel certificates required by said mortgagee in connection with the mortgage. Landlord shall cause any mortgagee to provide a non-disturbance agreement to the Tenant and Tenant shall provide any mortgagee with a subordination agreement in consideration therefor.

Article 18.00 Entry by Landlord

Landlord, its agents, employees, and contractors may enter the Premises at any time in response to an emergency and, in non-emergency circumstances, at reasonable hours, at a reasonable frequency, and with reasonable prior notice to (a) inspect the same, (b) exhibit the same to prospective purchasers, lenders or tenants, (c) determine whether Tenant is complying with all its obligations in this Lease, (d) supply any service to be provided by Landlord to Tenant according to this Lease, (e) post notice on non-responsibility or similar notices, or (f) make repairs required of Landlord under the terms of this Lease or repairs to any adjoining space or utility services or make repairs, alterations or improvements to any other portion of the Building; provided, however, all such work will be done so as to cause as little interference to Tenant as reasonably possible. Except in cases where the interference is so substantial that it affects Tenant's beneficial occupancy, Tenant waives any claim against Landlord, its agents, employees or contractors for damages for: any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by such entry. In cases where the interference is substantial, Tenant reserves any claim against Landlord, its agents, employees or contractors for such damages.

Article 19.00 Indemnification, Waiver and Release

Indemnification. Tenant shall indemnify and hold harmless Landlord, its employees, agents and contractors from and against any and all demands, claims, causes or actions, fines, penalties, damages, liabilities, judgments and expenses (including without limitation reasonable attorney fees) which are caused by any negligent or intentional acts or omissions by Tenant, its employees, agents or contractors which result in or cause harm or damage to any person or property including, but not limited to, damage to the Building elevators caused when Tenant moves into the Premises.

Landlord shall indemnify and hold harmless Tenant, its employees, agents and contractors from and against any and all demands, claims, causes or actions, fines, penalties, damages, liabilities, judgments and expenses (including without limitation reasonable attorney fees) which

are caused by any negligent or intentional acts by or omissions by Landlord, its employees, agents or contractors which result in or cause harm or damage to any person or property.

Article 20.00 Default

20.01 Default Provisions.

- a. If any one or more of the following events (hereinafter sometimes referred to as “Events of Default”) shall happen:
 1. if Tenant shall default in the due and punctual payment of the Base Rent, Additional Rent, or in the due and punctual payment of any other monetary sums payable by Tenant under this Lease, when and as the same shall become due and payable, and such default shall continue for more than ten (10) days after such payment is due; or
 2. if Tenant shall default in keeping, observing or performing any of the terms, covenants or conditions contained in this Lease on Tenant’s part to be kept, performed or observed (other than those referred to in paragraph (1), and if such default is not remedied by Tenant (A) within 30 days after Landlord shall have given Tenant a written notice specifying such default, or (B) in the case of any such default which cannot with due diligence and in good faith be cured within 30 days, within such additional period as may be reasonably required to cure such default with due diligence and in good faith (it being intended that, in connection with any such default which is not susceptible of being cured with due diligence and in good faith within 30 days, the time within which Tenant is required to cure such default shall be extended for such additional period as may be necessary for the curing thereof with due diligence and in good faith);

then, and in any such event, Landlord shall have the right, at any time thereafter, to give written notice (“Default Notice”) to Tenant in accordance with Section 21.08 hereof, specifying such Event(s) of Default and stating that this Lease and the term hereby demised shall expire and terminate on the date specified in such notice, subject to the provisions of subsection (b), which shall be at least 20 days after the giving of such notice. Should the Tenant thereafter cure any default prior to the date specified on the Default Notice, which shall be at least 20 days after the giving of such notice, the Default shall be deemed cured. If a cure has not been effected during such period, this Lease and all rights of Tenant under this Lease shall expire and terminate.

- b. In addition to curing any default hereunder, Tenant shall pay to Landlord within 30 days after receipt of a bill for same the actual costs incurred by Landlord (including reasonable attorney’s fees) by reason of such failure or default, or both, together with interest on all amounts so expended by Landlord computed from the date Landlord incurs such expense and interest on all delinquent rent computed from the

date thereof; such interest shall accrue at a rate equal to The Wall Street Journal prime rate plus five percent (5.00%) until the date it is paid to Landlord. No failure or default shall have been cured unless and until the additional sums specified in this subsection have been paid to Landlord.

- c. Upon any expiration or termination of this Lease, Tenant shall quit and peacefully surrender the Premises to Landlord and Landlord, upon or at any time after any such expiration or termination, may without further notice, enter upon and reenter the Premises and the Improvements and possess and repossess itself thereof, by force, summary proceedings, ejectment or other court proceedings and may dispossess Tenant and remove Tenant and all other persons and property from the Premises and the Improvements and may have, hold and enjoy the Premises and the Improvements and the right to receive all rental income of and from the same. Tenant shall only be entitled to remove its personal property, furniture, fixtures and equipment and shall have no right to remove any Improvements made to the Premises. Tenant shall be and remain liable for any and all damage to the Premises and/or the Building caused by Tenant or Tenant's employees, agents or contract parties in connection with removal of Tenant's property from the Premises. This clause shall survive the expiration or termination of the Lease.

At any time or from time to time after any such expiration or termination, Landlord may lease the Premises or any part thereof, in the name of Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions as Landlord may determine and may collect and receive the rents therefore. Landlord covenants to use reasonable efforts to mitigate its damages.

- d. Each right or remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or the beginning of the exercise by landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

Article 21.00 Miscellaneous

21.01 Brokers.

Landlord and Tenant agree that United Realty Brokerage Corp. is the sole Broker for this Lease. Tenant represents and warrants that it has not dealt with any broker or finder other than United Realty Brokerage Corp., nor does it know of any other broker or finder who may have the right to claim a commission in connection with this Lease. Landlord and Tenant agree to hold each other

harmless with respect to any claim of any other broker's or finder's fee claimed by any other broker or finder or any other person claiming to have dealt with such party.

21.02 Venue.

All actions or proceedings relating to this Lease shall be litigated only in courts located within the County of Rensselaer in the State of New York or in the Northern District of New York. Each party hereby subjects itself to the jurisdiction and venue of such courts.

21.03 Title.

Landlord represents and warrants to Tenant that Landlord has good and marketable fee title to the Premises and the Building, and that the same are free and clear of all liens, leases, encumbrances, easements, covenants, conditions and restrictions.

21.04 Recording.

Landlord and Tenant agree that, if so requested by the other party, each of them will execute for purposes of recordation among the land records of Rensselaer County, New York, a short form memorandum of lease containing the names of the parties, a description of the Premises, the term of the Lease and such other provisions as the party making such request may require. The cost of recording this Lease or a short form memorandum thereof shall be borne by the party requesting such recordation.

21.05 Certificates.

Either party agrees, at any time and from time to time upon not less than 20 days prior notice by the other party, to execute, acknowledge and deliver to the other party, or to any person designated by the other party, a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified and stating modifications), and the dates to which the Base Rent has been paid, and stating whether or not, to such party's knowledge, the other party is in default in keeping, observing or performing any term, covenant or condition contained in this Lease on the other party's part to be kept, observed or performed and, if in default, specifying each such default, it being intended that any such statement delivered pursuant to this Section may be relied upon by the other party or any prospective purchaser of the Land or any mortgagee thereof or any purchaser of Landlord's interest in the Premises, or any assignee of Tenant's interest under this Lease or any subtenant under any sublease.

21.06 Financial Reporting.

Tenant shall, during the Term of the Lease, shall provide, or cause to be provided, to Landlord: (i) annual financial statements of the Tenant in a format reasonably satisfactory to Landlord, including income statements and detailed operating expenses for the Premises, certified by an officer or member of Tenant by June first (1st) of each calendar year, or within ninety (90) days of the Borrower's fiscal year-end; (ii) annual tax returns of Tenant delivered by June first (1st) of each

calendar year, or within thirty (30) days of filing thereof, whichever is later; (iii) annual personal financial statements of Melody Gong (the “Guarantor”), delivered by June 30th each calendar year, in a format reasonably satisfactory to Landlord including, but not limited to, satisfactory verification of liquidity and a statement of real estate owned and contingent liabilities; and (iv) annual personal tax returns of Guarantor delivered by June first (1st) of each calendar year or within thirty (30) days of filing thereof, whichever is later.

21.07 Signage.

Tenant shall have the right to install signage above the storefront that contains the business name or graphic logo designed to fit within the parameters of the overall building design criteria. Tenant’s signage shall be at Tenant’s sole expense and subject to municipal and Landlord approval. Landlord will assist Tenant in establishing approved signage with the City of Troy regulatory and code departments. Tenant agrees to remove any signs placed on or about the Premises upon the termination of this Lease or any extensions thereof, and to repair the effects of any such removal.

21.08 Heating, Air Conditioning, Electricity and Janitorial Services.

a. Tenant shall be solely responsible for and shall pay for water, heating, air conditioning, electricity expenses for the Premises (being hereinafter referred to as the “consumption and demand”) and electricity shall be measured by a separate meter. Landlord will be responsible for maintenance of the systems providing heating and air conditioning.

b. Tenant shall be solely responsible for and shall pay for janitorial services for the Premises.

21.09 Notices.

All notices, requests, demands or other communications which may be or are required or permitted to be served or given under this Lease (referred to collectively in this Lease as notices) shall be in writing and shall be sent by personal delivery, by registered or certified mail, return receipt requested, first class postage prepaid, or by a nationally recognized overnight courier service (a) if to Landlord at 300 Jordan Road, Troy, New York 12180, Attention: Michael J. Uccellini or (b) if to Tenant, at Suite _____, 1609 Sixth Avenue, Troy, New York 12180, Attention: _____, or any other address that may be given by one party to the other by notice pursuant to this Section. Such notices, if sent by registered or certified mail, or by overnight courier, shall be deemed to have been given at the time of mailing or deposit with the courier, as applicable.

21.10 Parking.

Landlord will provide Tenant with _____ (____) parking spaces for Tenant’s employees and Tenant’s visitors.

21.11 The Article and Section captions and headings in this Lease are for convenience of reference only, and in no way shall be used to construe or modify the provisions set forth in this Lease.

Notwithstanding the foregoing, all of the definitions and information set forth in Article 1 are incorporated herein by reference.

- Signatures on following page -

Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

CityStation North II, LLC

By: _____

Name: Michael J. Uccellini

Title: Manager

TENANT:

By: _____

Name: _____

Title: _____

Exhibit A:

Improvements:

VANILLA SHELL



Office Building / Space provided as Vanilla Box includes.

NOTE: (Building shall provide Lobby entrance 6th Street and off Congress Street)

1. Two passenger elevators and elevator lobby on each floor.
2. Central men and women restrooms with water cooler at each core.
3. Utility room and janitor closet with floor sink at each core.
4. Water service main into utility room.
5. Fire alarm, emergency signs and lights per code for "cold shell".
6. Emergency generator for elevator and life safety systems.
7. Ceiling exposed to deck. Flooring exposed finished concrete.
8. Exterior and demise walls (insulated & fireproof) to the deck. Finish taped below ceiling and fire taped above. Window returns as drywall, finish taped. Exterior and demise fire walls – primed and two coats painted.
9. HVAC – ceiling flex duct connections to main distribution
10. Electric - main power service into office utility room (150 Amp/ 3 ph., with electrical panel). Wall outlets per code (open space) electrical panel and outlets.
11. Fire security - emergency signage and lighting.
12. Fire alarm and monitoring system to meet standard code for standard office use.
13. Building security – FOB/card control access and video surveillance.
14. Sprinkler – complete and charged system with grid spacing to meet code. Heads will be turned up to allow for fit up. Additional heads and turn down to be part of fit up.

**CITY
STATION
NORTH**

Joanne DiMarco, *Licensed Associate Real Estate Broker* • United Realty Brokerage Corp.

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