

LOCAL LAW INTRO NO. 2025 - _____

A Local Law authorizing the County of Westchester to enter into a lease agreement with 86 Main St Yonkers AMS LLC, for approximately 12,273 square feet of space on the 6th floor of the building located at 86 Main Street, Yonkers, New York, with 24 reserved parking spaces in the adjacent Buena Vista Parking Garage, for use by the Department of Health.

BE IT ENACTED by the County Board of the County of Westchester as follows:

Section 1. The County of Westchester (the “County”) is hereby authorized to enter into a lease agreement (“Lease”) with 86 Main St Yonkers AMS LLC (the “Landlord”) in order to lease approximately 12,273 square feet of space on the 6th floor of the building (“Building”) located at 86 Main Street, Yonkers, New York (collectively the “Leased Premises” or “Premises”), with 24 parking spaces at the adjacent Buena Vista Parking Garage allocated for use by County employees and invitees, substantially similar to the form of agreement annexed hereto and made a part hereof.

§2. The Leased Premises shall be occupied by the Department of Health for general, administrative, medical, clinical use, and executive offices and for any other lawful purposes, including for the continued operation of the Department’s Clinic in the Yonkers area and implementation of important Department programs, including the essential Women, Infant and Children Nutrition Services (“WIC”) program.

§3. The initial term of the Lease shall be for a period of ten (10) years (the “Initial Term”), with the County having the option to extend the Initial Term by two (2) additional five year periods, upon at least nine (9) months advance written notice to the Landlord. The Initial Term of the Lease will commence on the earlier of (i) the date the Landlord’s renovation work to the Premises (“Landlord’s Work”) is “Substantially Completed”; or (ii) the date the County occupies the Leased Premises. The Landlord’s Work will be deemed “Substantially Completed” when the Premises will be completed in a manner consistent with finished medical office space in buildings similarly situated.

§4. The Landlord shall provide written notice to the County setting forth the date the Landlord’s Work has been completed (“Completion Notice”).

§5. The County shall have ten (10) days following delivery of such Completion Notice to inspect and provide to Landlord a punchlist of uncompleted items which in the County’s reasonable opinion render the Landlord’s Work not substantially completed. In the event the County fails to so notify Landlord within said ten (10) period, the Landlord’s Work shall be deemed complete.

§6. The Landlord shall process the Landlord's Work with diligence to allow occupancy of the Leased Premises by the County's Department of Health by January 1, 2026. In the event the Landlord's Work is not "Substantially Completed" on or before ten (10) months from the date the Lease is fully executed, for any reason other than a County's delay, the County's sole and exclusive remedy shall be to receive a rent abatement equal to two (2) days for each day beyond such 10-month period.

§7. The County shall pay the fixed basic rent for the Initial Term in equal monthly installments, as set forth below noting that there is a 2.0% annual increase over the rent paid during the immediately preceding year ("Fixed Rent"):

| Year | Annual Payment | Monthly Installment |
|---------|----------------|---------------------|
| Year 1 | \$454,101.00 | \$37,841.75 |
| Year 2 | \$463,183.08 | \$38,598.59 |
| Year 3 | \$472,446.72 | \$39,370.56 |
| Year 4 | \$481,895.64 | \$40,157.97 |
| Year 5 | \$491,533.56 | \$40,961.13 |
| Year 6 | \$501,364.20 | \$41,780.35 |
| Year 7 | \$511,391.52 | \$42,615.96 |
| Year 8 | \$521,619.36 | \$43,468.28 |
| Year 9 | \$532,051.68 | \$44,337.64 |
| Year 10 | \$542,692.68 | \$45,224.39 |

§8. The County shall pay the first month of Fixed Rent upon execution of the Lease by both parties and delivery of the Lease by the County to the Landlord. The County will receive a six (6) month rent concession for months 2-7 of the first year of the Initial Term in the total amount of \$227,050.50.

§9. County shall pay a total aggregate monthly rent of \$3,120 (\$130 per space per month) or such other monthly rental amount based upon actual parking costs incurred by the Landlord as required by the City of Yonkers for the 24 reserved parking spaces ("Parking Rent"). The County shall have the right to decrease the number of parking spaces, in which event the monthly Parking Rent shall be adjusted downward.

§10. The County shall pay additional rent ("Additional Rent") all other operating costs, expenses and fees, including, but not limited to utility costs, such as electricity, water, sewer, gas, heating, ventilating, air conditioning, insurance costs and taxes that exceed Base Year 2026. The County shall purchase electricity from the Landlord at the same rate paid by Landlord to the utility company, pursuant to a meter(s) installed and maintained by the Landlord, plus \$1,000.00 per annum for Landlord's overhead and supervision. In addition, the County is responsible to clean the Premises, at the County's cost, by contracting directly with the Landlord's approved cleaning contractor.

§11. County shall have 24x7 access to the Leased Premises, except during circumstances beyond Landlord's control, and subject to Landlord's reasonable restrictions and Building-wide security regulations and operating procedures for the Building.

§12. Landlord shall provide security to the Building, including the Leased Premises and the Common Areas, comprised of, at a minimum, a 24 x 7 virtual doorman system and cameras in all Common Areas. The County, at its sole cost, may install a security system in the Leased Premises which uses master codes or cards instead of keys provide it gives the Landlord with the master code or card for such system.

§13. This Local Law shall take effect immediately.

LEASE

86 MAIN ST YONKERS AMS LLC

Landlord

TO

**The County of Westchester
By and through its Department of Health**

Tenant

**Premises:
12,273 Square Feet on the
6th Floor
at
86 Main Street,
Yonkers, New York 10701**

| | | |
|-------------|--|-----|
| ARTICLE 1. | DEMISE PREMISES, TERM, RENT | 4 |
| ARTICLE 2. | USE AND OCCUPANCY..... | 7 |
| ARTICLE 3. | ALTERATIONS | 9 |
| ARTICLE 4. | MAINTENANCE AND REPAIRS..... | 15 |
| ARTICLE 5. | REQUIREMENTS OF LAW | 17 |
| ARTICLE 6. | NON-DISTURBANCE; SUBORDINATION; ESTOPPEL CERTIFICATES..... | 18 |
| ARTICLE 7. | RULES AND REGULATIONS | 20 |
| ARTICLE 8. | PROPERTY LOSS; NON LIABILITY | 20 |
| ARTICLE 9. | INSURANCE | 22 |
| ARTICLE 10. | DESTRUCTION; FIRE; OTHER CASUALTY | 24 |
| ARTICLE 11. | EMINENT DOMAIN..... | 26 |
| ARTICLE 12. | ASSIGNMENT; SUBLETTING; MORTGAGE, ETC..... | 28 |
| ARTICLE 13. | ELECTRICITY | 34 |
| ARTICLE 14. | LANDLORD SERVICES | 38 |
| ARTICLE 15. | ACCESS TO PREMISES..... | 42 |
| ARTICLE 16. | CONDITIONS OF LIMITATION..... | 43 |
| ARTICLE 17. | REMEDIES AND DAMAGES | 45 |
| ARTICLE 18. | CURING TENANT DEFAULTS; LATE CHARGE COSTS | 49 |
| ARTICLE 19. | NO REPRESENTATIONS BY LANDLORD | 50 |
| ARTICLE 20. | END OF TERM | 50 |
| ARTICLE 21. | QUIET ENJOYMENT | 50 |
| ARTICLE 22. | LANDLORD'S DEFAULT; TENANT'S REMEDIES..... | 51 |
| ARTICLE 23. | NO WAIVER | 52 |
| ARTICLE 24. | INTENTIONALLY OMITTED..... | 52 |
| ARTICLE 25. | INABILITY TO PERFORM | 53 |
| ARTICLE 26. | ESCALATIONS | 54 |
| ARTICLE 27. | PARTNERSHIP TENANT..... | 61 |
| ARTICLE 28. | BILLS AND NOTICES..... | 62 |
| ARTICLE 29. | HAZARDOUS MATERIALS | 63 |
| ARTICLE 30. | BROKERS | 665 |
| ARTICLE 31. | ADJACENT EXCAVATIONS..... | 65 |
| ARTICLE 32. | RENT CONTROL..... | 65 |
| ARTICLE 33. | NON-LIABILITY; HOLD HARMLESS AND INDEMNITY..... | 66 |

| | | |
|------------------------------|--|------------|
| ARTICLE 34. | ADVERTISING AND SIGNS..... | 669 |
| ARTICLE 35. | PROPERTY OF TENANT | 69 |
| ARTICLE 36. | INTERPRETATION; GOVERNING LAW | 71 |
| ARTICLE 37. | ARMS LENGTH TRANSACTION | 72 |
| ARTICLE 38. | GENERAL PROVISIONS | 72 |
| ARTICLE 39. | EXTENSION OPTIONS | 75 |
| ARTICLE 40. | EMERGENCY POWER..... | 78 |
| ARTICLE 41. | RIGHT OF FIRST OFFER. | 78 |
| ARTICLE 42. | PARKING | 79 |
| APPENDIX | | 82 |
| SCHEDULE "A" | | |
| PREMISES | | |
| SCHEDULE "B" | | |
| PERMITTED MATERIALS | | |
| SCHEDULE "C" | | |
| LANDLORD'S WORK | | |
| SCHEDULE "D" | | |
| SCHEDULE "E" | | |
| RULES AND REGULATIONS | | |

THIS AGREEMENT OF LEASE, made as of the ____ day of _____, 2025, between 86 Main St Yonkers AMS LLC, a New York limited liability company having an address at 1 Bridge Plaza North, Suite 840, Fort Lee, NJ 07024 ("Landlord"), and the County of Westchester, a municipal corporation of the State of New York, acting by and through its Department of Health, having an address at 11 Martine Avenue, White Plains, New York 10601 ("County of Westchester" or "Tenant").

WITNESSTH:

That the parties hereto, for themselves, their legal representatives, successors and permitted assigns, hereby covenant and agree as follows:

Except as otherwise provided, capitalized terms herein shall have the meaning set forth in the Appendix to Lease attached hereto, and made a part hereof.

ARTICLE 1. DEMISE PREMISES, TERM, RENT

Section 1.01 Lease of Premises.

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord a portion of the 6th floor (exclusive of common areas) of the Building located at 86 Main Street, Yonkers, New York, consisting of approximately 12,273 square feet of space as more particularly described in **Schedule A** annexed hereto and a made a part hereof (the "**Premises**") upon and subject to the terms, covenants and conditions of this Lease, for the Term.

Section 1.02 Term.

(a) The term of this Lease, for which the Premises are leased, shall be for ten (10) years ("Initial Term") and shall commence on the date (the "**Commencement Date**") which shall be the earlier of: (i) the day on which the Landlord's Work is Substantially Completed (in accordance with Article 3) and Landlord delivers the Premises to Tenant; or (ii) the day Tenant first occupies the Premises; and shall end at noon on the date that immediately precedes the date that is ten (10) years from the Commencement Date (the "**Fixed Expiration Date**"), or shall end on such earlier date upon which said term may expire or be canceled or terminated pursuant to any of the conditions or covenants of this Lease or pursuant to law unless extended pursuant to the provisions of **Article 39** hereof. If requested by either Landlord or Tenant, promptly after the occurrence of the Commencement Date, Landlord shall prepare and Landlord and Tenant shall execute and deliver to the other, within twenty (20) days after such request, a letter confirming and specifying the occurrence of the Commencement Date, specifying the Rent Commencement Date and specifying the Fixed Expiration Date; provided, however, that the failure of either party to execute or deliver such letter shall not affect the determination of such dates and periods in accordance with the provisions of this Lease.

(b) The Tenant, at its sole option, shall have the option to extend the term of this Lease for up to two (2) additional five-year terms upon the terms and at the rental amounts set forth in Section 39.

(c) If Tenant remains in possession of the Premises or any part thereof after the Expiration Date, with the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental, payable monthly in advance, in an amount equal to the monthly rental for the immediately preceding month, plus all other charges and additional rent payable hereunder and upon all terms hereof applicable to a month to month tenancy. In such case, either party may thereafter terminate this Lease at any time upon giving not less than thirty (30) days written notice to the other party.

(d) Tenant may remain in possession of the Premises or any part thereof after the Expiration Date or earlier termination of the Lease Term without the express written consent of Landlord, provided Tenants pays to Landlord an amount equal to (x) (A) for the first two (2) months of holdover, the Fixed Rent payable for the month immediately preceding the Expiration Date or earlier termination of this Lease, (B) for the third (3rd) and fourth (4th) month of holdover, 125% of the Fixed Rent payable for the last applicable monthly installment of rent provided for herein, and (C) thereafter, 150% of Fixed Rent payable for the last applicable monthly installment of rent provided for herein; (y) together with all other charges and additional rent payable hereunder and otherwise upon the terms, covenants and conditions as specified in this Lease. Acceptance by Landlord of rent after such expiration or earlier termination shall not constitute a consent to a holdover hereunder or result in a renewal or extension of this Lease. The provisions of this subparagraph are in addition to and do not affect Landlord's right of re-entry or any other rights or remedies of Landlord under this Lease or otherwise provided by law.

Section 1.03 Fixed Rent

The Premises shall be leased at an annual rent (the "**Fixed Rent**") equal to, which reflects a two percent (2%) annual increase over the immediately preceding year:

(a) for the period commencing on the Commencement Date and ending on the day immediately preceding the first (1st) anniversary thereof: \$37,841.75 per month;

(b) for the period commencing on the first (1st) anniversary of the Commencement Date and ending on the day immediately preceding the second (2nd) anniversary thereof: \$38,598.59 per month;

(c) for the period commencing on the second (2nd) anniversary of the Commencement Date and ending on the day immediately preceding the third (3rd) anniversary thereof: \$39,370.56 per month;

(d) for the period commencing on the third (3rd) anniversary of the Commencement Date and ending on the day immediately preceding the fourth (4th) anniversary thereof: \$40,157.97 per month;

(e) for the period commencing on the fourth (4th) anniversary of the Commencement Date and ending on the day immediately preceding the fifth (5th) anniversary thereof: \$40,961.13 per month;

(f) for the period commencing on the fifth (5th) anniversary of the Commencement Date and ending on the day immediately preceding the sixth (6th) anniversary thereof: \$41,780.35 per month;

(g) for the period commencing on the sixth (6th) anniversary of the Commencement Date and ending on the day immediately preceding the seventh (7th) anniversary thereof: \$42,615.96 per month;

(h) for the period commencing on the seventh (7th) anniversary of the Commencement Date and ending on the day immediately preceding the eighth (8th) anniversary thereof: \$43,468.28 per month;

(i) for the period commencing on the eighth (8th) anniversary of the Commencement Date and ending on the day immediately preceding the ninth (9th) anniversary thereof: \$44,337.64 per month; and

(j) for the period commencing on the ninth (9th) anniversary of the Commencement Date and ending on the Fixed Expiration Date: \$45,224.39 per month.

Section 1.04 Payment of Rent

(a) Tenant shall pay the Fixed Rent in lawful money of the United States which shall be legal tender for payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance as aforesaid, on the first (1st) day of each calendar month during the Term commencing on the Commencement Date, at the office of Landlord or such other place as Landlord may designate. Tenant covenants and agrees to pay all Rental in accordance with the terms of this Lease. Tenant shall pay all such Rental promptly when due, without notice or demand therefor and without any set-off, offset, credit, abatement or deduction of any kind whatsoever, except where expressly so provided in this Lease. No payment by Tenant or receipt or acceptance by Landlord of a lesser amount than the correct Rental shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance or pursue any other remedy in this Lease or at law provided.

(b) Tenant shall pay, upon execution and delivery of this Lease by Tenant an amount equal to the first month(s) Fixed Rent (\$37,841.75). If the Rent Commencement Date is on the first date of a month, such payment shall be credited against the first full monthly installment of Fixed Rent due and payable under this Lease. If the Rent Commencement Date is not on the first day of a month, then on the Rent Commencement Date Tenant shall pay Fixed Rent for the period from the Rent Commencement Date through the last day of such month, and the payment made by Tenant upon the execution and delivery of this Lease shall be credited against the first full monthly installment of Fixed Rent.

(c) Notwithstanding anything to the contrary, but provided that Tenant is not in default under any of the terms (after applicable notice and cure periods), covenants and conditions in this lease on Tenant's part to observe, perform or comply with, the Fixed Rent due and payable under this Lease shall be abated for the first six (6) month period beginning on the second monthly anniversary of the Commencement Date and ending on the day immediately prior to the expiration of the seventh monthly anniversary of the Commencement Date (free rent for the period from the second month through the seventh month of the Initial Term), in the total amount of \$227,050.50 (the "Free Rent"), but there shall be no other abatements of Rent during the Term. The date immediately following the expiration of the above-described abatement period is herein called the "Rent Commencement Date".

(d) If any of the Rental payable under the terms and provisions of this Lease shall be or become uncollectible, reduced or required to be refunded because of any act or law enacted by a Governmental Authority, Tenant shall enter into such agreement(s) and take such other steps as Landlord may request and as may be legally permissible to permit Landlord to collect the maximum rents which from time to time during the continuance of such legal rent restriction may be legally permissible (but not in excess of the amounts agreed therefor under this Lease). Upon the termination of such legal rent restriction, (a) the Rental which was uncollectible, reduced or refunded shall become and thereafter be payable in accordance with the amounts reserved herein for the periods following such termination, and (b) Tenant shall pay to Landlord promptly upon being billed, to the maximum extent legally permissible, an amount equal to (i) the Rental which would have been paid pursuant to this Lease but for such legal rent restriction less (ii) the Rental paid by Tenant, or received by Landlord with respect to the Premises, during the period such legal rent restriction was in effect.

(e) All Additional Rent of every kind shall be deemed to be Rental, and Tenant's failure to pay same shall be considered a failure to pay Rental hereunder, and Landlord shall be entitled to all rights and remedies provided herein or by law in equity in connection therewith.

ARTICLE 2. USE AND OCCUPANCY

Section 2.01 Tenant shall use and occupy the Premises for general, administrative, clinical, medical use, including the implementation and operation of its "Women, Infant and Children

Nutrition Services and Clinic (WIC)" program, and executive offices, and all other legal uses permitted by law and for no other purpose. Tenant shall not use the Premises or any part thereof, or permit the Premises or any part thereof to be used, (1) for the business of photographic, multilith or multigraph reproductions or offset printing; (2) for a banking, trust company, depository, guarantee or safe deposit business; (3) as a savings bank, a saving and loan association, or as a loan company; (4) for the sale of travelers checks, money orders, drafts, foreign exchange or letters of credit or for the receipt of money for transmissions; (5) as a stockbroker's or dealer's office or for the underwriting or sale of securities; (6) by the United State Government, the City of Yonkers or City or State of New York, any foreign government, the United Nations or any agency or department of any of the foregoing; (7) for the preparation, dispensing or consumption of food or beverages in any manner whatsoever, except for the consumption by Tenant's officers, employees and business guests; (8) as an employment agency, executive search firm or similar enterprise, labor union, travel agency, school, or vocations training center (except for the incidental training of employees of Tenant intended to be employed at the Premises for the conduct of Tenant's business); (9) as a barber shop or beauty salon; (10) as an off-track betting or other betting establishment; (11) any charitable, religious, union or other not-for-profit organization or any tax exempt entity within the meaning of Section 168(h)(2) of the Internal Revenue Code of 1986, as amended; or (12) the conduct of obscene, pornographic or similar or dissimilar disreputable activities or for any unlawful use or for any dangerous or noxious trade or business. Notwithstanding anything to the contrary herein, Tenant will not at any time use or occupy the Premises in violation of the certificate of occupancy issued for the Building.

Section 2.02 Tenant shall, at its sole cost and expense, obtain and maintain all necessary licenses and permits from Governmental Authorities for the operation of its business in the Premises and shall at all times fully comply with their terms and provisions, but nothing contained herein shall make the issuance of any such permit or license a precondition to the effectiveness of this Lease. Landlord shall cooperate with Tenant in Tenant's efforts to obtain any such licenses and permits, provided and on condition that in connection therewith (a) Tenant shall pay any and all of Landlord's reasonable costs, (b) Landlord shall not incur any obligation or liability of any kind as determined in Landlord's sole but reasonable discretion and (c) no action shall be taken which (as determined by Landlord in its sole but reasonable discretion) would adversely affect the Building, or the use and enjoyment thereof by Landlord or others. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all actual loss, liability, damage, cost and expense (including, without limitation, reasonable attorneys' fees and costs) incurred by Landlord in connection with such application and/or procuring or attempting to procure any such license and/or permits or any modification of the certificate of occupancy (including, without limitation, any damages sustained by reason of such Alterations). Additionally, should Alterations or Tenant's use of the Premises require any modification or amendment of any certificate of occupancy for the Building (including, without limitation, such modification of the certificate of occupancy for the Building as may be necessary for Tenant to occupy the Premises), Tenant shall, at its expense, take all actions necessary in order to enable Landlord to procure any such modification or amendment and shall reimburse Landlord (as Additional Rent) for all reasonable costs and expenses Landlord incurs in

connection with said modifications or amendments upon presentation of a bill therefor. The foregoing provisions are not intended to be deemed Landlord's consent to any Alterations or to a use of the Premises not otherwise permitted hereunder nor to require Landlord to consent to any work requiring such modifications or amendments of any certificate of occupancy, or to effect such modifications or amendments of any certificate of occupancy.

Section 2.03 Intentionally Omitted.

Section 2.04 Notwithstanding anything in this Lease to the contrary, Tenant shall not use or permit the use of the Premises or any part thereof in any way which would violate any of the covenants, agreements, terms, provisions and conditions of this Lease or for any unlawful purposes or in any unlawful manner or in violation of any certificate of occupancy for the Building or the Premises, and Tenant shall not permit the Premises or any part thereof to be used in any manner or anything to be done, brought into or kept therein which, in Landlord's determination, shall materially impair or interfere with (i) the exterior appearance of the Building or the Premises, (ii) any of the Building Systems, the Basic Construction of the Building or the proper and economic cleaning or other servicing of the Building or the Premises, (iii) the use of any of the other areas of the Building by, or occasion discomfort, inconvenience or annoyance to, any of the other tenants or occupants of the Building, or (iv) the character or reputation of the Building as a "Class A" office building. Tenant shall not use or permit the use of the Premises in any way which in the sole but reasonable determination of Landlord would create a nuisance, public or private, or which might cause injury to the Building or the Premises or any Building Systems or to any person or property, or which would discharge unlawful fumes, vapors or odors outside the Premises.

ARTICLE 3. ALTERATIONS

Section 3.01 Landlord's Initial Work.

(a) The obligations, covenants and agreements of Landlord to make certain renovations to the Premises (the "**Landlord's Work**"), at Landlord's cost are set forth in **Schedule C** attached hereto and made a part hereof, provided, however, that Landlord shall have the right to make any changes to Landlord's Work required by any Governmental Authority for compliance with Requirements of Law. The Landlord's Work shall be performed by Landlord only once, it being understood that Landlord's obligation to perform Landlord's Work is a single, non-recurring obligation.

(b) The Landlord's Work shall be completed on the date set forth in a written notice from Landlord to Tenant (the "**Completion Notice**") as the date that Landlord's Work has been or will be Substantially Completed. Within ten (10) days after delivery of the Completion Notice, Tenant shall inspect the Premises with a representative of Landlord and provide Landlord with a punchlist of any uncompleted items of Landlord's Work, which in Tenant's reasonable opinion renders Landlord's Work not substantially complete. The Completion Notice shall provide

constructive notice to the Tenant that in the event Tenant fails to inspect and provide Landlord with a punchlist of any uncompleted items of Landlord's Work which in Tenant's reasonable opinion renders Landlord's Work not substantially completed, within ten (10) days of delivery of the Completion Notice, the Landlord's Work shall be deemed completed, otherwise said Completion Notice shall be null and void. In the event that Tenant fails to so notify Landlord within said ten (10) day period, then Landlord's Work shall be deemed to have been completed. Notwithstanding the foregoing to the contrary, Tenant may within thirty (30) days thereafter provide Landlord with a punchlist of items that must be completed by Landlord, pursuant to terms and specifications of Schedule C, even though such items do not render the Landlord's Work as not "Substantially Completed."

(c) Landlord shall proceed with diligence to complete the Landlord's Work as soon as reasonably possible to allow occupancy of the Premises by Tenant by January 1, 2026. Landlord's Work shall be completed in a good and workmanlike manner and shall be completed free of liens and violations using materials that would be used in other First-Class comparable buildings in its class and in accordance with all Requirements of Law. Landlord shall be responsible for obtaining all governmental approvals, permits and sign-offs for Landlord's Work, including, but limited to a certificate of occupancy, a copy of such certificate of occupancy shall be delivered to Tenant. Landlord's Work shall be free of latent defect.

(d) Landlord agrees to provide a construction schedule and, upon request from Tenant, progress reports to Tenant on the completion of Landlord's Work during the construction process. Upon request of Tenant, Landlord shall hold construction meetings that Tenant's authorized representatives may attend. Upon prior written notice, Tenant's authorized representatives shall have the right to inspect the Landlord's Work and Landlord agrees that Tenant and its authorized representatives shall be permitted access and an opportunity to inspect such work at all reasonable times and upon reasonable notice, but this provision shall in no event be deemed to impose an obligation on Tenant to so inspect such work.

(e) Notwithstanding anything to the contrary contained herein, if Landlord does not substantially complete the Landlord's Work on or before ten (10) months from the Effective Date (the "Outside Commencement Date") (for any reason other than a delay caused by Tenant or Tenant's Parties), then Tenant, as its sole and exclusive remedy, shall be entitled to two (2) days of Fixed Rent abatement for each day beyond the Outside Commencement Date (as the same may be extended by a delay caused by Tenant or Tenant's Parties) that Landlord is delayed in substantially completing the Landlord's Work.

(f) During the period of Landlord's Work, Tenant may enter into the Premises upon notice and coordination with Landlord, solely for the purpose of inspecting the progress of Landlord's Work and installing FF&E and wiring systems, equipment and materials. Landlord shall cooperate with Tenant and give Tenant sufficient time for Tenant to complete the FF&E and wiring work before Landlord's completes the Landlord's Work, provided that Tenant does not delay Landlord in substantially completing Landlord's Work. Such early entry will not advance the

Commencement Date so long as Tenant does not commence business operations from any part of the Premises. All of the provisions of this Lease shall apply to Tenant during any early entry, including the indemnity in Section 3.3, but excluding the obligation to pay Rent unless and until Tenant has commenced business operations in the Premises, whereupon Rent shall commence. Landlord may revoke its permission for Tenant's early entry if Tenant's or Tenant's Parties' activities interfere with the completion of Landlord's Work. If Tenant is granted early entry, Landlord shall not be responsible for any loss, including theft, damage or destruction to any work or material installed or stored by Tenant at the Premises or for any injury to Tenant's Parties. Landlord shall have the right to post appropriate notices of non-responsibility and to require Tenant to provide Landlord with evidence that Tenant has fulfilled its obligation to provide insurance pursuant to the terms of this Lease.

Section 3.02 Tenant's Alterations.

(a) Tenant shall not make any Alterations of any kind, except as expressly permitted herein, without Landlord's prior consent, which may not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant shall not require Landlord's consent if the Alterations, including Decorative Alterations: (i) are located wholly within the Premises and do not affect any Building System or part of the Building other than the Premises, (ii) do not materially adversely affect any service required to be furnished by Landlord to Tenant or to any other tenant or occupant of the Building, (iii) do not reduce the value or utility of the Building, (iv) do not violate the certificate of occupancy for the Building or the Premises, if any, (v) do not impair or adversely affect the character or reputation of the Building and (vi) are in conformance with commercially accepted standards applicable to comparable buildings in the City of Yonkers ("Non-Structural Alterations"); provided Tenant delivers notice thereof to Landlord at least ten (10) days prior to the commencement thereof, including a reasonably detailed description thereof, and Tenant shall conform to the foregoing and the other requirements of this Article 3, as applicable.

(b) Prior to making any Alterations, Tenant shall (i) for other than Non-Structural Alterations, at least thirty (30) days prior to making any of same, submit to Landlord detailed plans and specifications, certified by Tenant's architect as being in compliance with all Requirements of Law (including layout, architectural, mechanical and structural drawings) for each proposed Alteration and shall not commence any such Alteration without first obtaining Landlord's approval of such plans and specifications, being understood and acknowledged that, in the event Landlord does not approve the plans within twenty (20) days of receipt of same, Tenant shall notify the Landlord in writing indicating that if the Landlord does not approve the plans within ten (10) additional business days from receipt of such written notice, Landlord's approval is deemed obtained and Tenant may proceed with the proposed Alterations, (ii) at Tenant's expense, and subject to the terms of Section 3.02 (c) obtain all permits, approvals and certificates required by any Governmental Authority in order to perform any such Alterations and furnish copies thereof to Landlord promptly after obtaining same, and (iii) furnish to Landlord duplicate original policies or certificates thereof of worker's compensation (covering all persons to be

employed by Tenant and Tenant's contractors in connection with such Alterations), employer's liability coverage, commercial public liability insurance (including property damage, personal injury and broad form contractual coverage) and Builder's Risk Insurance on an "all risk" basis for full replacement value, all in such form, with such companies, in such amounts and for such periods as Landlord may require, if applicable; such policies to be primary in coverage without contribution from any insurance which may be carried by Landlord or its agents or any of the other Indemnitees.

(c) Notwithstanding anything in this Lease to the contrary, if at any time Tenant is required by Landlord or any Requirement of Law, or otherwise determines, to make any filing with, or obtain any permit, approval, license or certificate from, any Governmental Authority in connection with the performance of any Alterations or any other work to be performed in or otherwise applicable to the Premises, Tenant shall notify and may request the cooperation of Landlord to submit or file all such applications for such permits, approvals, licenses or certificates, at Tenant's sole cost and expense, under the supervision, direction and control of persons having experience in making such filings and approved by Landlord in its sole but reasonable discretion (or Tenant shall abstain from making any such filing if such filing is not required under applicable Requirements of Law and, in connection therewith Landlord so instructs Tenant, in which event Tenant covenants and agrees not to make any such filings or submissions to any Governmental Authority without Landlord's prior written consent).

(d) All Alterations shall be made and performed in a good and workmanlike manner strictly in accordance with the plans and specifications as approved by Landlord, if applicable, all Requirements of Law, the Rules and Regulations and the Construction Procedures. All materials and equipment to be incorporated in the Premises as a result of any Alterations or a part thereof shall be new and of first quality and no such materials or equipment shall be subject to any lien, encumbrance, chattel mortgage, title retention or security agreement.

(e) Prior to undertaking any Alterations at a cost for labor and materials (as estimated by Landlord's architect, engineer or contractor) in excess of Two Hundred Fifty Thousand (\$250,000) Dollars either individually or in the aggregate with any other Alterations constructed in any twelve (12) month period, Tenant shall deliver to Landlord (i) a performance and payment bond (issued by a surety company and in form satisfactory to Landlord), in an amount equal to One Hundred Twenty Five Percent (125%) of such estimated cost, or (ii) such other security as shall be satisfactory to Landlord.

(f) Tenant shall be permitted to perform Alteration during the hours of 8:00 AM EST to 6:00 PM EST on Business Days, and during such other hours as Landlord shall reasonably approve, and provided that in all events such work shall not, in Landlord's reasonable discretion, materially interfere with or interrupt the operation and maintenance of the Building or materially interfere with or interrupt the use and occupancy of the Building by other tenants of the Building.

(g) All Alterations shall be performed by contractors, subcontractors or mechanics reasonably approved by Landlord. Tenant covenants and agrees to pay any contractor it engages the costs of the work performed by such contractor in stages as the work progresses subject only to customary retentions and amounts being disputed in good faith. In the event of any such dispute, Tenant shall furnish Landlord with all information relating thereto as Landlord may reasonably request. Tenant shall not, at any time prior to or during the Term, directly or indirectly, employ, or permit the employment of, any contractor, mechanic or laborer in the Building or the Premises in connection with any Alterations or otherwise, if such employment would interfere or cause any conflict with other contractors, mechanics or laborers engaged in the Building or the Premises. In the event of any such interference or conflict, Tenant, upon demand of Landlord, shall cause all contractors, mechanics or laborers causing such interference or conflict to leave the Building or the Premises immediately.

(h) Tenant acknowledges that any review or approval by Landlord of plans or specifications required for certain Alterations, or any inspection of any work, is solely for Landlord's benefit, and without any representation or warranty whatsoever to Tenant or any other Person with respect to the adequacy, correctness or efficiency thereof.

(i) Landlord reserves the right to inspect all Alterations and Tenant agrees that Landlord and its representatives shall be permitted access and an opportunity to inspect such work at all reasonable times and upon reasonable notice, but this provision shall in no event be deemed to impose an obligation on Landlord to so inspect such work.

(j) Tenant shall be granted reasonable access, upon reasonable prior notice to Landlord, to the Building Systems to make connections thereto in accordance with Tenant's plans and specifications for Alterations which have been approved by Landlord. All such connections shall be made only at points designated by Landlord and under the supervision and control of Landlord's Building personnel or contractors.

(k) Landlord shall not charge any supervisory fee, surcharges, or any other charges in connection with Tenant's Alterations during the Lease Term, including, but not limited to, charges for temporary power, lights and freight elevators, hook-up, or connection charges, nor any tap in charges for connecting supplemental air conditioning, sprinklers, etc. that are required for construction of the Premises or any alterations of Tenant in the Premises.

Section 3.03 Intentionally Omitted.

Section 3.04 Completion of Alterations.

Promptly following completion of any Alterations, other than "Non-Structural Alterations," Tenant, at Tenant's sole expense, shall obtain certificates of final approval of such Alterations required by any Requirements of Law (and shall furnish Landlord with copies thereof) and shall deliver to Landlord two (2) full and complete sets of transparencies of "as-built" plans

and specifications for such Alterations together with an electronic copy of such plans and specifications. Within thirty (30) days after completion of any Alterations, Tenant shall deliver to Landlord general releases and waivers of lien from any or all contractors, subcontractors and materialmen involved in the performance of the Alterations and the materials furnished in connection therewith, and a certificate from Tenant's architect certifying that (i) the Alterations have been completed strictly in accordance with the final plans and specifications therefor, as approved by Landlord, and (ii) all contractors, subcontractors and materialmen have been paid for the Alterations and materials furnished through such date.

Section 3.05 Construction Procedures.

In connection with Alterations and any repairs of any kind or nature, Tenant shall, at its sole cost and expense, strictly comply with all Requirements of Law, the Rules and Regulations and all Construction Procedures. If Landlord determines that any Requirement of Law, Rule or Regulation or Construction Procedure is not being strictly complied with, Landlord may immediately require by notice to Tenant the cessation of all work being performed in or around the Premises until such time as Landlord is satisfied in its reasonable discretion that such Requirement of Law, Rule or Regulation or Construction Procedure will be observed.

Section 3.06 Mechanic's Liens.

If any mechanic's lien is filed against the Premises, or the Building, for work claimed to have been done for, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged or bonded by Tenant within thirty (30) days thereafter, at Tenant's expense, by payment or filing the bond required by law. In addition, Tenant, at its expense, shall promptly procure the cancellation or discharge of all notices of violation arising from or otherwise connected with Alterations or any other work, labor, services or materials done for or supplied to Tenant or any person claiming through or under Tenant.

Section 3.07 Connections to Building Systems.

Notwithstanding anything to the contrary herein, Tenant shall not make any connection to or sever any connection from any Building System without prior written notice to and approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. All such connections shall be made only at reasonable points reasonably designated by Landlord under the supervision and control of the Building personnel or contractors. Landlord may, in its reasonable discretion, require that all such connections and severances be performed by the Building personnel or contractors, at Tenant's sole cost and expense, provided such costs related with Building personnel or contractors are reasonable.

Section 3.08 Removal of Alterations and Tenant's Property.

(a) In connection with the removal of any Tenant's Property, Tenant shall give Landlord ten (10) Business Days' prior notice of the severance of any connection to any of the Building Systems, and shall perform the same in accordance with Section 3.07. All Tenant's Property shall remain the property of Tenant and upon the Expiration Date, shall be removed from the Premises by Tenant (with the exception of raised flooring and supplemental air-conditioning units and related ductwork and piping which, at Landlord's election, shall remain upon the Premises and become the property of Landlord upon the Expiration Date). Tenant shall repair and restore in a good and workmanlike manner any damage to the Premises or the Building caused by such removal. Any other items of Tenant's Property which shall remain in the Premises thirty (30) days after the Expiration Date, or earlier termination of this Lease may, at the sole option of Landlord, be deemed to have been abandoned and may be retained by Landlord as its property or disposed of by Landlord, at Tenant's sole but reasonable expense in such manner as Landlord shall reasonably determine. Notwithstanding the foregoing, unless Landlord specifically informs Tenant that Alterations made by Tenant to the Premises may remain subsequent to the termination of this Lease, all Non-Structural Alterations must be removed in accordance with this paragraph.

(b) All structural alterations that are made by Landlord at Tenant's request after the Commencement Date, in and to the Premises made by or on behalf of Tenant, and which Landlord indicates must be removed as part of its approval of such alterations, shall be removed by Tenant at the end of the Term, and any damage to the Premises or the Building caused by such removal shall be repaired and restored by Tenant in a good and workmanlike manner to the condition existing on the date possession thereof was delivered to Tenant. Notwithstanding the foregoing, Landlord, upon notice given at least twenty (20) days prior to the Expiration Date or upon such shorter notice as is reasonable under the circumstances, may request that any such Alterations which are of a permanent nature shall become the property of Landlord upon the Expiration Date which Tenant may surrender to the Landlord with the Premises as a part thereof.

ARTICLE 4. MAINTENANCE AND REPAIRS

Section 4.01 Landlord Representations.

Landlord represents, covenants and warrants that the roof and all other structural elements of the Building, the Premises, all common facilities, all Building systems or Independent Systems serving the Premises and/or the Building are in good repair and condition, in compliance with all Requirements of Law as of the Commencement Date.

Section 4.02 Tenant Repairs.

Tenant shall, throughout the term of this Lease take good care of the Premises and the fixtures and appurtenances therein. Tenant shall be responsible for all damage or injury to the Premises or any other part of the Building and the Building Systems or Independent Systems and equipment thereof, whether requiring structural or non-structural repairs caused by or resulting

from the negligent acts or omissions of Tenant, Tenant's subtenants, agents, employees, invitees or licensees, or which arise out of any work, labor, service or equipment done for or supplied to Tenant or any subtenant or arising out of the installation, use or operation of the property or equipment of Tenant or any subtenant. Tenant shall also repair all damage to the Building and the Premises caused by the moving of Tenant's fixtures, furniture and equipment. Tenant shall promptly make, at Tenant's expense, all repairs in and to the Premises for which Tenant is responsible, using only the contractor for the trade or trades in question. Notwithstanding the foregoing, in the event Tenant does not commence action to make all necessary repairs within thirty (30) days of written notice from Landlord, Landlord shall have the right to make any such repairs, upon not less than seventy-two (72) hours prior notice to Tenant (provided that no notice shall be necessary in the event of an emergency), and the costs thereof shall be deemed Additional Rent, to be paid by Tenant, provided such costs are reasonable and Landlord provides supporting documentation related to same. Within thirty (30) days from demand therefor, together with supporting documentation, Tenant shall reimburse Landlord for all such costs, together with interest thereon at the Applicable Rate due and payable at the end of the thirty (30) day payment period until such date such costs are paid by Tenant.

Section 4.03 Landlord Repairs.

Landlord shall, at its sole cost and expense, maintain in good working order and repair the exterior and the structural portions of the Building, including, but not limited, the structural portions of the Premises, and the public portions of the Building, the Building Systems and the Independent Systems, if any, serving the Premises, except those repairs for which Tenant is responsible pursuant to this Lease. Tenant agrees to give prompt notice of any defective condition in the Premises for which Landlord may be responsible hereunder, and Landlord will make all required repairs in a reasonable time and use reasonable efforts not to materially interfere with the conduct of Tenant's business or use of the Premises. There shall be no allowance to Tenant for diminution of rental value and no liability on the part of Landlord by reason of inconvenience, annoyance or *de minimis* injury to business arising from Landlord or others making repairs, alterations additions or improvements in or to any portion of the Building or the Premises or in and to the fixtures, appurtenances or equipment thereof. It is specifically agreed that Tenant shall not be entitled to any setoff or reduction of rent by reason of any failure of Landlord to comply with the covenants of this or any other article of this Lease, except in accordance with the terms of Article 22 herein. The provisions of this Article 4 shall not apply in the case of fire or other casualty, which are dealt with in Article 10 hereof. Subject to circumstances beyond Landlord's control and Landlord's Building-wide security regulations, Tenant shall have access to the Premises 24 hours per day, 365 days per year.

Section 4.04 In addition to the provisions set forth in Article 4, Tenant hereby waives all rights to make repairs at the expense of Landlord except in accordance with the terms of Article 22 herein.

Section 4.05 Tenant will not clean nor require, permit, suffer or allow any window in the Premises to be cleaned from the outside in violation of Section 202 of the Labor Law or any other applicable law or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting Jurisdiction.

ARTICLE 5. REQUIREMENTS OF LAW

Section 5.01 Prior to the commencement of the Term, if Tenant is then in possession, and at all times thereafter, Tenant, at Tenant's sole cost and expense, shall promptly comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters, Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Landlord or Tenant with respect to the Premises, arising out of Tenant's use or manner of use thereof, (including Tenant's permitted use) or, with respect to the Building if arising out of Tenant's use or manner of use of the Premises or the Building, including the use permitted under the Lease. Nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has caused damage to the structural elements of the Building and/or the Premises by its manner of use of the Premises or method of operation therein in violation of any such laws, ordinances, orders, rules, regulations or requirements with respect thereto.

Section 5.02 Tenant may, after securing Landlord to Landlord's reasonable satisfaction against all damages, interest, penalties and expenses, including, but not limited to, reasonable attorneys' fees, contest and appeal any such laws, ordinances, orders, rules, regulations or requirements provided same is done with all reasonable promptness and provided such appeal shall not subject Landlord to prosecution for a criminal offense or constitute a default under any Mortgage under which Landlord may be obligated, or cause the Premises or any part thereof to be condemned or vacated. Tenant shall not do or permit any act or thing to be done in or to the Premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Landlord or Tenant, as the case may be, with respect to the Premises or the Building, or which shall or might subject Landlord or Tenant, as the case may be, to any liability or responsibility to any person or for property damage.

Section 5.03 Tenant shall not keep anything in the Premises except as now or hereafter permitted by the Fire Department, Board of Fire Underwriters, Fire Insurance Rating Organization or other authority having jurisdiction, and then only in such manner and such quantity so as not to increase the rate for fire insurance applicable to the Building, nor use the Premises in a manner which will increase the insurance rate for the Building or Real Property over that in effect prior to the commencement of Tenant's occupancy. Tenant shall pay all reasonable costs, expenses, fines, penalties, or damages, which may be imposed upon Landlord by reason of Tenant's failure to comply with the provisions of this Article and if by reason of such failure the fire insurance rate shall, at the beginning of this Lease or at any time thereafter, be higher than

it otherwise would be, as determined by an independent consultant retained by Landlord and reasonably acceptable to Tenant, then Tenant shall reimburse Landlord, as Additional Rent hereunder, for that portion of all fire insurance premiums thereafter paid by Landlord which shall have been charged because of such failure by Tenant. In any action or proceeding wherein Landlord and Tenant are parties, a schedule or "make-up" of rate for the Building or Premises issued by the New York Fire Insurance Exchange, or other body making fire insurance rates applicable to said premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rates then applicable to the Premises. Tenant shall not place a load upon any floor of the Premises exceeding forty pounds (40 lbs) maximum load per square foot area which it was designed to carry, and which is allowed by law. Landlord reserves the right to prescribe the weight and position of all safes, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant, at Tenant's expense, in settings sufficient in Landlord's reasonable judgment, to absorb and prevent vibration, noise and annoyance.

ARTICLE 6. NON-DISTURBANCE; SUBORDINATION; ESTOPPEL CERTIFICATES

Section 6.01 Non-Disturbance

Landlord covenants that if, and so long as, Tenant pays all of the Rent due under this Lease and keeps, observes and performs each and every term, covenant, agreement, condition and provision of this Lease on Tenant's part to be kept, observed and performed, Tenant may peaceably and quietly enjoy the Premises without hindrance or molestation by Landlord or by any other person lawfully claiming through or under the same.

Section 6.02 Subordination.

(a) This Lease shall be subject and subordinate to each and every Superior Lease and each and every Mortgage. This clause shall be self-operative and no further instrument of subordination shall be required to make the interest of any Headlessor or Mortgagee superior to the interest of Tenant hereunder. Tenant shall, however, at Tenant's sole cost and expense, execute and deliver within ten (10) Business Days after request therefor any certificate or other instrument in recordable form that Landlord or the holder of any Superior Lease or Mortgage may request in confirmation of such subordination. Landlord shall, provide a form of Non-Disturbance Agreement ("SNDA"), in recordable form, from the Headlessor under any Superior Lease and/or the holder of any Mortgage, on such terms as are reasonably acceptable to Tenant and to such Headlessor or Mortgagee within thirty (30) days from the execution of this Lease by both parties.

(b) If Landlord or Headlessor at any time during the term of this Lease shall enter into any future mortgage, Landlord shall, provide a form of SNDA, in recordable form, from the such future mortgagee, on such terms as are reasonably acceptable to Tenant and to such mortgagee prior to execution of such future mortgage.

Section 6.03 No Tenant's Termination Rights.

(a) If at any time or times during the term of this Lease, Landlord shall be the holder of a leasehold estate covering the Premises of which the Premises are a part, and if such leasehold estate shall expire or terminate for any reason or if the lessor of a Superior Lease or the holder of a Mortgage shall succeed to the rights of Landlord under this Lease, for any other reason, including, but not limited to, possession or foreclosure action or delivery of a new lease or deed, then upon notice to Tenant and at the request of such party so succeeding to Landlord's rights ("**Successor Landlord**") Tenant shall, at the election and upon demand of any owner or lessor of the Premises of which the Premises are a part, or of any mortgagee in possession thereof, attorn to any such owner, lessor or mortgagee upon the terms and conditions set forth herein for the remainder of the term of this Lease, provided such Successor Landlord executes an SNDA upon terms mutually acceptable to Tenant. The foregoing provisions shall inure to the benefit of any such owner, lessor or mortgagee and shall, in the event of any such election and demand, be self-operative without the necessity of the execution of any further instruments; but Tenant agrees upon the demand of any such owner, lessor or mortgagee to execute, acknowledge and deliver any instrument or instruments confirming such attornment. The foregoing provisions shall not be construed to limit or preclude any other rights which such owner, lessor or mortgagee may then have under law or otherwise. Upon such attornment, this Lease shall continue in full force and effect as, or as if it were, a direct lease between the Successor Landlord and Tenant upon all of the terms, conditions and covenants as are set forth in this Lease and shall be applicable after such attornment except that the Successor Landlord shall not be:

- (i) liable for any previous act or omission of Landlord under this Lease;
- (ii) subject to any offset, not expressly provided for in this Lease, which shall have theretofore accrued to Tenant against Landlord;
- (iii) bound by any previous modification of this Lease, not expressly provided for in this Lease, or by any previous prepayment of more than one month's fixed rent, unless such modification or prepayment shall have been expressly approved in writing by the lessor of the Superior Lease or the holder of the Mortgage through or by reason of which the Successor Landlord shall have succeeded to the rights of Landlord under this Lease;
- (iv) bound by any obligation to perform any work for, or make any payment to, Tenant which was required to be performed or made prior to the time such Successor Landlord succeeded to any prior Landlord's interest; and
- (v) accountable for any monies deposited with any prior landlord (including security deposits), except to the extent such monies are actually received by such Successor Landlord.

(b) In the event of any act or omission of Landlord which would give Tenant the right, immediately or after lapse of a period of time, to cancel or terminate this Lease, or to claim a partial or total eviction, Tenant shall not exercise such right (i) until it has given written notice of such act or omission to the holder of each Mortgage and the lessor of each Superior Lease whose name and address shall previously have been furnished to Tenant in writing, and (ii) unless such

act or omission shall be one which is not capable of being remedied by Landlord or such mortgage holder or lessor within a reasonable period of time, until a reasonable period for remedying such act or omission shall have elapsed following the giving of such notice and following the time when such holder or lessor shall have become entitled under Mortgage or Superior Lease, as the case may be, to remedy the same (which reasonable period shall in no event be less than the period to which Landlord would be entitled under this Lease or otherwise, after similar notice, to effect such remedy), provided such holder or lessor shall with due diligence give Tenant written notice of intention to, and commence and continue to remedy such act or omission.

Section 6.04 Estoppel Certificate.

Each party agrees, at any time and from time to time, as requested by the other party, upon not less than twenty (20) days' prior notice, to execute and deliver to the other a statement certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and whether any options granted to Tenant pursuant to the provisions of this Lease have been exercised, (b) certifying the dates to which the Rental have been paid and the amounts thereof, and (c) stating whether or not, to the best knowledge of the signer, the other party is in default in performance of any of its obligations under this Lease, and, if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by others with whom the party requesting such certificate may be dealing. Additionally, Tenant's statement shall contain such other information as shall be reasonably be required by the holder or proposed holder of any Mortgage or the lessor or proposed lessor under any Superior Lease.

ARTICLE 7. RULES AND REGULATIONS

Section 7.01 Tenant and Tenant's contractors, employees, agents, visitors, invitees and licensees shall comply with the Rules and Regulations and Construction Procedures. Landlord shall have the right from time to time to make reasonable changes in the Rules and Regulations and Construction Procedures. Nothing in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations or Construction Procedures or terms, covenants or conditions in any other lease against any other tenant, and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its employees, agents, visitors, invitees or licensees, unless the Tenant has notified Landlord that such violation materially interferes with Tenant's intended use of the Premises and Landlord did not take action to remedy such violation within a reasonable period of time, under the specific circumstances. Landlord shall enforce the Rules and Regulations in a non-discriminatory manner.

ARTICLE 8. PROPERTY LOSS; NON LIABILITY

Section 8.01 Landlord or its agents shall not be liable for any damage to any Tenant Property or of others entrusted to employees of the Building, nor for loss of or damage to any Tenant Property by theft or otherwise nor for any injury or damage to persons or property resulting from any cause of whatsoever nature (including but not limited to latent defects), unless caused by or due to the negligence or willful misconduct of Landlord, its agents, servants or employees. Landlord or its agents will not be liable for any such damage caused by other tenants or persons in, upon or about the Building or caused by operations in construction of any private, public or quasi-public work. If at any time any windows of the Premises are temporarily closed, darkened or bricked up for any reason whatsoever including, but not limited to Landlord's own acts (or permanently closed, darkened or bricked up, if required by law, except that Tenant shall have all rights and remedies available to it under this Lease or in Law or equity if such permanent window closure or darkened condition, makes the Premises uninhabitable or otherwise in violation of minimum air ventilation and/or light statutory requirements), Landlord shall not be liable for any damage Tenant may sustain thereby and Tenant shall not be entitled to any compensation therefor nor abatement or diminution of Rental nor shall the same release Tenant from its obligations hereunder nor constitute an eviction. Nothing herein shall affect any right of Landlord to the indemnity from Tenant to which Landlord may be entitled in this Lease in order to recoup for payments made to compensate for losses of third parties. In the event Landlord shall desire (or becomes obligated) to modify portions of the Building or to alter or renovate the same or clean, repair or waterproof the Building's facade (whether at Landlord's option or to comply with Requirements of Law), Landlord may erect scaffolding, bridges and other temporary structures to accomplish the same, notwithstanding that such structures may temporarily obscure signs or windows forming a part of the Premises, and notwithstanding that access to portions of the Premises may be temporarily diverted or partially obstructed, provided, however, that Landlord agrees to use commercially reasonable efforts to (i) provide alternate access or minimize impairment of access to the Premises, (ii) not unreasonably interfere with the operation of Tenant's business from the Premises, and (iii) to complete such repairs or modifications with diligence. Provided Landlord uses commercially reasonable efforts (exclusive of overtime and weekend labor) to not unreasonably interfere with the operation of Tenant's business from the Premises and grants access to the Premises to Tenant and its employees, agents, servants or invitees, Landlord shall not be liable to Tenant or any party claiming through Tenant for loss of business or other consequential damages arising out of any change in the Building or temporary diversion or partial obstruction resulting from such alteration, renovation, repair or cleaning, out of the foregoing structures, or out of any noise, dust and debris from the performance of work in connection therewith, nor out of the disruption of Tenant's business or access to the Premises necessary to perform such repairs, nor shall any matter arising out of any of the foregoing be deemed a breach of Landlord's covenant of quiet enjoyment or entitle Tenant to any abatement of Rent.

Section 8.02 Notwithstanding anything to the contrary contained in this Lease, except as set forth in Section 38.10 of this Lease, in no event and under no circumstances shall either party be liable to the other party for so-called "consequential damages" under this Lease.

Section 8.03 Except as otherwise expressly provided in this Lease, this Lease and the obligations of Tenant hereunder shall be in no ways affected, impaired or excused because Landlord is unable to fulfill, or is delayed in fulfilling, any of its obligations under this Lease by reason of strike, other labor trouble, governmental pre-emption or priorities or other controls in connection with a national or other public emergency or shortages of fuel, supplies or labor resulting therefrom, acts of God or other like cause beyond Landlord's reasonable control.

ARTICLE 9. INSURANCE

Section 9.01 Tenant Insurance

Tenant assumes the liability for damage to the Premises, all improvements, fixtures, partitions, equipment and personal property therein, and all appurtenances thereto, except if caused by the negligent acts or omissions of Landlord, its officers, employees, tenants, agents or contractors. Except as otherwise provided herein, Tenant expressly waives and releases Landlord from all claims against Landlord and agrees to hold Landlord harmless for any loss resulting from damage or loss to Tenant's goods, wares, merchandise, inventories, fixtures and/or equipment of any invitee, subsidiary, or affiliate of Tenant in, upon or about said Premises, except if caused by the negligent acts or omissions of Landlord, its officers, employees, tenants, agents or contractors.

Provided Tenant is the tenant entity set forth on Page "4" of this Lease, and Tenant shall be an agency or political subdivision of the State of New York or the County of Westchester, Tenant may, in lieu of procuring and maintaining the aforementioned insurance, elect to obtain such insurance through a program of self-insurance, in accordance with Local Law 6-1986 and Chapter 295 of the Laws of Westchester County.

Section 9.02 If the Tenant changes from a self-insurance program to a traditional insurance program then the Tenant shall secure, pay for and maintain, at its own expense, the following insurance policies in full force and effect during the term of the Lease for the benefit of Landlord, Tenant, Superior Lessor, Agent and any holder of a Mortgage on the Building of which Tenant has notice:

(a) **Commercial General Liability** at limits of \$2,000,000 per occurrence/ \$3,000,000 aggregate per location subject to no deductible including broad form general liability extensions without limitations and host liquor liability coverage. Contractual liability, if not written on a blanket basis must be endorsed to cover Indemnities specified herein. This policy shall be written on an "occurrence" basis. Such policy shall be endorsed to name Landlord as "additional insured". Definition of **Additional Insured** shall include all partners, officers, directors, employees, agents and representatives of the named entity including its managing agent, if any. Further, coverage for "Additional Insured" shall apply on a primary basis irrespective of any other insurance, whether collectible or not.

(b) Property Insurance: Replacement cost insurance on Tenant's machinery, equipment, furniture and fixtures, goods, wares and merchandise, and Business Interruption/Extra Expense, in sufficient amounts to cover in full any interruption of Tenant's business for a minimum of twelve (12) months against damage caused by fire and all other perils. Such coverage shall be effected by a standard All Risk Policy, and shall include Landlord as loss payee. Such policy shall also provide specific coverage (in an amount not less than \$300,000.00) for improvements/betterments, including but not limited to the leasehold improvements constructed by Landlord in accordance with Article 3, and shall include Landlord as sole loss payee. Tenant agrees to waive its right of subrogation against Landlord and shall obtain a waiver from its respective insurance companies releasing these carriers' subrogation rights against Landlord.

(c) Workers Compensation and Employers Liability Insurance affording coverage under the Workers Compensation laws of the applicable State and Employers Liability coverage in the statutory limits.

(d) Umbrella Liability Insurance at not less than a \$3,000,000 limit providing excess coverage over all limits and coverages noted above in this section. This policy shall be written on an "occurrence" basis. Such policy shall be endorsed to name Landlord as "additional insured". Definition of Additional Insured shall include all partners, officers, directors, employees, agents and representatives of the named entity including its managing agent, if any. Further, coverage for "Additional Insured" shall apply on a primary basis irrespective of any other insurance, whether collectible or not.

(e) such other insurance in such amounts as Landlord, or any Mortgagee or Lessor, may reasonably require from time to time if generally required to be carried by tenants in comparable buildings in the City of Yonkers.

Section 9.03 Evidence (Notices) of Compliance.

If applicable, all policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification, Landlord shall receive thirty (30) days written notice thereof. Tenant shall furnish Landlord with Certificates of Insurance evidencing compliance with all insurance provisions noted above no later than (5) days prior to the Commencement Date; and prior to the expiration or anniversary of the respective policy terms. All Certificates of Insurance or policy termination notices should be delivered to Landlord at PO Box 496 Yonkers, NY 10702.

Section 9.04 Intentionally Omitted.

Section 9.05 If applicable, all policies noted above shall be written with insurance companies licensed to do business in the State of New York and rated no lower than A:10 in the most current edition of A.M. Best's Property Casualty Key Rating Guide.

Section 9.06 If applicable, Tenant shall endeavor to secure an appropriate clause in, or an endorsement upon, each "All Risk" property policy obtained by it and covering the Premises or the personal property, fixtures and equipment located therein or thereon, pursuant to which Tenant's insurance company waives subrogation or permits the insured, prior to any loss, to agree with a third party to waive any claim it might have against said third party. The waiver of subrogation or permission for waiver of any claim hereinbefore referred to shall extend to the agents of Tenant and its employees and, shall also extend to all other persons and entities occupying or using the Premises in accordance with the terms of this Lease.

Section 9.07 If, by reason of a failure of Tenant to comply with any of the provisions of this Lease, the rate of fire insurance with extended coverage on the Building or equipment or other property of Landlord shall be higher than it otherwise would be, Tenant shall reimburse Landlord, on demand thereof, together with supporting documentation, for that part of the premiums for fire insurance and extended coverage paid by Landlord because of such failure on the part of Tenant.

Section 9.08 Tenant shall give notice to Landlord, promptly after Tenant learns thereof, of (i) any accident in or about the Premises for which Landlord might be liable, (ii) all fires in the Premises, (iii) all damages to or defects in the Premises, including the fixtures, equipment and appurtenances thereof, for the repair of which Landlord might be responsible, and (iv) all damage to or defects in any parts or appurtenances of the Building's sanitary, electrical, heating, ventilating, air-conditioning, elevator and other systems located in or passing through the Premises or any part thereof.

Section 9.09 Failure to comply with any of the insurance provisions noted above, if applicable, will result in a breach of the Lease by Tenant.

ARTICLE 10. DESTRUCTION; FIRE; OTHER CASUALTY

Section 10.01 If the portion of the Building in which the Premises are located shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Landlord and this Lease shall continue in full force and effect except as hereinafter specifically set forth. Provided this Lease shall not then or thereafter be terminated in accordance with the provisions of this Section 10, upon Tenant giving notice thereof to Landlord, the damage to the Basic Construction of the Building shall diligently be repaired by Landlord to a condition substantially comparable (subject to changes Landlord shall deem reasonable and desirable) to the condition existing prior to such damage ("**Landlord's Restoration Work**"). Until the Landlord's Restoration Work shall be substantially completed (of which substantial completion Landlord shall promptly notify Tenant), the Fixed Rent and Escalation Rent shall be reduced in the proportion which the floor

area of the part of the Premises which is not usable by Tenant by reason of such damage to the Basic Construction of the Building, as reasonably determined by Landlord, bears to the total floor area of the Premises; provided, however, that should Tenant or anyone claiming through or under Tenant occupy a portion of the Premises (for purposes of performing Tenant's Restoration Work or otherwise), Fixed Rent and Escalation Rent shall be appropriately increased to reflect Tenant's occupancy of such floor area.

Section 10.02 Tenant shall repair any damage to, or replace and restore all Alterations and Tenant's Property to substantially the condition existing prior to the damage ("**Tenant's Restoration Work**") as soon as possible after the damage or destruction. Such work by Tenant shall be deemed an Alteration for purposes of Article 3. The proceeds of policies providing coverage for Tenant's Restoration Work (as described in Article 9) shall be paid to Landlord. If this Lease shall not be terminated pursuant to Section 10.03, Landlord shall make such proceeds available for Tenant's Restoration Work, and any unused balance shall be paid promptly to Tenant. If this Lease shall be terminated pursuant to Section 10.03, Landlord shall pay to Tenant such proceeds that were collected to repair, replace or restore Tenant's Property.

Section 10.03 Termination Rights.

(a) Anything contained in this Article 10 to the contrary notwithstanding, if the Premises shall be totally or substantially (i.e., for this purpose more than 75%) damaged or destroyed (as estimated in such case by a reputable contractor, registered architect or licensed engineer designated by Landlord) or if the Building shall be so damaged by fire or other casualty that, in either party's sole but reasonable discretion, substantial alteration, demolition or reconstruction of the Building shall be required (whether or not the Premises shall have been damaged or rendered untenable), then either party, at its option, may, not later than sixty (60) days following the damage, give the other party a notice terminating this Lease. If a party elects to terminate this Lease, the Term shall expire upon the date specified in such party's termination notice but not earlier than the thirtieth (30th) day after such notice is given, and Tenant shall vacate the Premises and surrender the same to Landlord. Upon the termination of this Lease under the conditions provided for in this Section 10.03, Tenant's liability for Fixed Rent and Escalation Rent shall cease for amounts not then due and owing.

(b) If more than fifty percent (50%) of the Premises are damaged or rendered untenable, or if the Building is damaged so that Tenant no longer has reasonable means of access to the Premises, and if Landlord elects to perform Landlord's Restoration Work, Landlord shall, within ninety (90) days following the date of the damage, cause a contractor or architect selected by Landlord to give notice (the "**Restoration Notice**") to Tenant of the estimated date by which Landlord's Restoration Work shall be substantially completed. If such date is more than twelve (12) months after the date of such damage, then Tenant shall have the right to terminate this Lease by giving notice to Landlord not later than thirty (30) days following Tenant's receipt of the Restoration Notice. If Tenant delivers a notice of termination to Landlord, this Lease shall terminate in the manner set forth in the last two sentences of Section 10.2(a).

(c) Subject to Section 10.1, if more than fifty (50%) percent of the Premises shall be untenable and based on the estimated date for the Substantial Completion of Landlord's Restoration Work set forth in the Restoration Notice, the unexpired Term remaining after such estimated date shall be less than twelve (12) months, then no later than thirty (30) days after the receipt of the Restoration Notice by Tenant, either party may deliver a notice of termination to the other, and upon delivery of such notice this Lease shall terminate in the manner set forth in the last two sentences of Section 10.2(a).

Section 10.04 Landlord shall have no liability to Tenant for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or of the Building pursuant to Article 10. Notwithstanding any of the foregoing provisions of this Article 10, if by reason of some act or omission on the part of Tenant or any of its subtenants or its or their partners, directors, officers, servants, employees, agents or contractors, Landlord or any Mortgagee or Headlessor shall be unable to collect all of the insurance proceeds (including, without limitation, rent insurance proceeds) applicable to damage or destruction of the Premises or the Building by fire or other casualty, then, without prejudice to any other remedies which may be available against Tenant, any abatement or reduction of Fixed Rent or Escalation Rent Tenant shall be entitled to shall be reduced by the amount any such party shall be unable to collect. Further, nothing contained in this Article shall relieve Tenant from any liability that may exist as a result of any damage or destruction by fire or other casualty.

Section 10.05 Landlord has no obligation to carry insurance of any kind on any Alterations or Tenant's Property and shall not be obligated to repair any damage to or replace same, and Tenant agrees to look solely to its insurance for recovery of any damage to or loss of Tenant's Property or Alterations, unless if such damage is caused by the negligent acts of Landlord. If Tenant is at the time not self-insured and has failed to maintain any such insurance, Landlord shall have the right (but not the obligation) to obtain such insurance and the cost thereof shall be Additional Rent under this Lease and payable by Tenant to Landlord on demand.

Section 10.06 This Article 10 constitutes an express agreement governing any case of damage or destruction of the Premises or the Building by fire or other casualty, and Section 227 of the Real Property Law of the State of New York, which provides for such contingency in the absence of an express agreement, and any other law of like nature and purpose now or hereafter in force shall have no application in any such case.

Section 10.07 Notwithstanding anything to the contrary contained in this Article 10, the provisions of any Mortgage now or hereafter encumbering all or any part of the Building shall govern and control over the provisions of this Article 10 and the proceeds of any insurance shall first be applied in accordance with any such Mortgage.

ARTICLE 11. EMINENT DOMAIN

Section 11.01 If the whole of the Building shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this Lease shall cease and terminate from the date of title vesting in such proceeding. Tenant shall have the right at its sole cost and expense, to make an independent claim to the condemning authority for the value of Tenant's moving expenses and personal property, trade fixtures and equipment, provided Tenant is entitled pursuant to the terms of the Lease to remove such property, trade fixture and equipment at the end of the term, provided however that Landlord's award is not thereby reduced or otherwise adversely affected.

Section 11.02 Landlord shall be entitled to receive the entire award in any proceeding with respect to any taking provided for in this Article without deduction therefrom for any estate vested in Tenant by this Lease and Tenant shall receive no part of such award, except as hereinafter expressly provided in this Article. Tenant hereby expressly assigns to Landlord all of its right, title and interest in or to every such award.

Section 11.03 Anything contained in Section 11.01 to the contrary notwithstanding, if the Building shall be totally or substantially (i.e., for this purpose more than 75%) acquired or condemned by Eminent Domain for any public or quasi public purpose, and in Landlord's sole but reasonable discretion, substantial alteration, demolition or reconstruction of the Building shall be required (whether or not the Premises or any part thereof shall have been acquired or condemned), then Landlord, at Landlord's option, may, not later than one hundred eighty (180) days following the acquisition or condemnation, give Tenant a notice terminating this Lease. If Landlord elects to terminate this Lease, the Term shall expire upon the date specified in Landlord's termination notice but not earlier than the thirtieth (30th) day after such notice is given, and Tenant shall vacate the Premises and surrender the same to Landlord. Upon the termination of this Lease under the conditions provided for in this Section 11.03, Tenant's liability for Fixed Rent and Escalation Rent shall cease for amounts not then due and owing and any prepaid portion of Fixed Rent and Escalation Rent for any period after the date the Lease was so terminated shall be refunded by Landlord to Tenant.

Section 11.04 If Tenant's use of the Premises is materially affected due to the taking by eminent domain of the Premises or any part thereof, Tenant may elect to terminate this Lease upon notice of such election to Landlord not later than thirty (30) days after (i) notice of such taking is given by Landlord to Tenant, or (ii) the date of such taking, whichever occurs sooner. Upon the giving of such notice by Tenant this Lease shall terminate on the date of such taking and Tenant shall vacate the Premises and surrender the same to Landlord. Upon the termination of this Lease under the conditions provided for in this Section 11.04, Tenant's liability for Fixed Rent and Escalation Rent shall cease for amounts not then due and owing and any prepaid portion of Fixed Rent and Escalation Rent for any period after the date the Lease was so terminated shall be refunded by Landlord to Tenant. Upon such partial taking and this lease continuing in force as to any part of the Premises, the rents apportioned to the part taken shall be prorated and adjusted as of the date of taking and from such date the Fixed Rent for the Premises and Escalation Rent shall be payable according to the rentable area remaining.

Section 11.05 Should any part of the Premises be taken to effect compliance with any law or requirement of public authority other than in the manner hereinabove provided in this Article, then (i) if such compliance is the obligation of Tenant under this Lease, Tenant shall not be entitled to any diminution or abatement of rent or other compensation from Landlord therefor, but (ii) if such compliance is the obligation of Landlord under this Lease, the Fixed Rent hereunder shall be reduced and Escalation Rent shall be adjusted in the same manner as is provided in Section 11.04 according to the reduction in rentable area of the Premises resulting from such taking.

ARTICLE 12. ASSIGNMENT; SUBLETTING; MORTGAGE, ETC.

Section 12.01 Tenant shall not, either voluntarily or by operation of law, assign, sublet, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or permit any other person (excepting the officers, employees, agents, servants, invitees and patients of Tenant) to occupy or use the Premises or any part thereof without first obtaining the written consent of Landlord, which shall not be unreasonably withheld, delayed or conditioned as set forth herein.

Section 12.02 If this Lease be assigned, whether or not in violation of the provisions of this Lease, Landlord may collect rent from the assignee. If the Premises or any part thereof are licensed, sublet or used or occupied by anybody other than Tenant, whether or not in violation of this Lease, Landlord may, after default, collect rent from the subtenant or occupant. In either event, Landlord may apply the net amount collected to the fixed rent and additional rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any of the provisions of this Lease, or the acceptance of the assignee, subtenant, licensee or occupant as tenant, or as a release of Tenant from the performance by Tenant of Tenant's obligations under this Lease, except as otherwise set forth in Section 12.03(c) below. The consent by Landlord to assignment, mortgaging, subletting, licensing or use or occupancy by others shall not in any way be considered to relieve Tenant from obtaining the express written consent of Landlord to any other or further assignment, mortgaging or subletting or use or occupancy by others not expressly permitted by this Article.

Section 12.03 Collection of Rent; No Release of Tenant

(a) If Tenant's interest in this Lease is assigned in violation of the provisions of this Article 12, such assignment shall be void and of no force and effect against Landlord, provided, however, that Landlord may collect an amount equal to the then Rental from the assignee as a fee for its use and occupancy. If the Premises or any part thereof are sublet to, or occupied or used by, any person other than Tenant, whether or not in violation of this Article 12, Landlord, after default

by Tenant under this Lease, may collect all Rent or other sums paid by the subtenant, user or occupant as a fee for its use and occupancy, and shall apply the net amount collected to the Rent due hereunder. No such assignment, subletting, occupancy or use, whether with or without Landlord's prior consent, nor any such collection or application of Rent or fee for use and occupancy, shall be deemed a waiver by Landlord of any term, covenant or condition of this Lease or the acceptance by Landlord of such assignee, subtenant, occupant or user as tenant hereunder. The consent by Landlord to any assignment or subletting shall not relieve Tenant from its obligation to obtain the express prior consent of Landlord to each further assignment or subletting.

(b) Tenant shall reimburse Landlord within thirty (30) days after demand from Landlord, together with supporting documentation, for any and all reasonable actual costs, including reasonable attorneys' fees and disbursements, that may be incurred by Landlord in connection with any proposed assignment or subletting of the Premises (including the cost of any investigation to determine the acceptability of a proposed assignee or subtenant).

(c) No assignment, subletting, occupancy or use of the Premises or any part thereof by any person other than Tenant, nor any collection or application of Rental by Landlord from any person other than Tenant shall relieve Tenant of its obligations under this Lease, unless (i) Landlord approves such assignment in accordance with the terms of this Section and (ii) such assignee or transferee assumes in writing all of the obligations of the Tenant under this Lease. Following any assignment without assignee assuming in writing all obligations of Tenant under this Lease, Tenant's liability hereunder shall continue notwithstanding any subsequent modification or amendment hereof or the release of any subsequent tenant hereunder from any liability, to all of which Tenant hereby consents in advance, except that no such modification or amendment which materially increases the monetary obligations of the then "Tenant" hereunder shall be binding on such prior Tenant. In the event such assignee or transferee does not assume in writing all of the obligations of Tenant under this Lease, Tenant's liability hereunder shall be joint and several, primary and direct with that of any assignee of Tenant or such assignee's successors and permitted assigns. Tenant shall remain fully responsible and liable for the acts and omissions of any subtenant, assignee or anyone claiming by or through any subtenant or assignee which shall be in violation of any of the obligations under this Lease.

Section 12.04 Transfers Deemed Assignments or Permitted Transfers.

(a) A transfer of more than twenty percent (20%) of the shares of any class of the issued and outstanding stock of any corporate Tenant or the issuance of additional shares of any class of its stock to the extent of more than twenty percent (20%) of the number of shares of said class of stock issued and outstanding at the time that it became Tenant hereunder shall constitute an assignment of this Lease and, unless in each instance the prior written consent of Landlord has been obtained, shall constitute a default under this Lease and shall entitle Landlord to exercise all rights and remedies provided for herein in the case of default. Transfer of the majority

partnership interest of a Partnership Tenant or the transfer of more than twenty percent (20%) of the membership interest of a Limited Liability Company shall be deemed an assignment.

(b) Notwithstanding the provisions of Section 12.1 and Section 12.04(a), Tenant shall have the right, subject to the terms and conditions hereinafter set forth, without the consent of Landlord:

(i)(1) to assign Tenant's interest in this Lease (by operation of law or otherwise) to any corporation which is a successor to Tenant either by merger or consolidation; or (2) to assign Tenant's interest in this Lease (by operation of law or otherwise) to any purchaser of all or substantially all of the assets or substantially all of the voting stock and equity interests in Tenant, provided that the value of this Lease does not constitute more than twenty (20%) percent of the total sales price for such assets; provided, however, that the transactions under this subparagraph 12.04(b)(i) may only be made upon the following conditions: (x) the principal purpose of such assignment or sublease is not the acquisition of Tenant's interest in this Lease and is a valid, bona fide and legitimate business purpose and not to circumvent the provisions of Section 12.01 or this Section 12.04(b)(i), (y) no Event of Default, shall exist as of the date of the assignment and (z) any such assignee or sublessee shall have a net worth determined in accordance with generally accepted principles, consistently applied, after giving effect to such assignment, equal to or greater than Tenant's net worth as so determined, on the date of such assignment.

(ii) Tenant may assign this Lease or sublet all or any portion of the Premises without Landlord's consent to any other department or office of the Tenant directly or indirectly controlling or controlled by Tenant or under common control with Tenant; provided that the use of such tenant does not change the Permitted Use herein (an "Internal Department Transfer").

Section 12.05 Simultaneously with the granting by Landlord of its consent, (a) the assignor shall deliver to Landlord an executed duplicate original of the assignment; (b) the assignee shall execute and deliver to Landlord an assumption agreement whereunder the assignee agrees to assume, perform and be bound by all covenant, agreements and conditions on the part of Tenant to be observed and performed under this Lease; and (C) the individual owners of the assignee (or any parent company of the assignee) shall execute and deliver to Landlord an unconditional guarantee of all obligations of Tenant under this Lease (in a form acceptable to Landlord).

Section 12.06 Any material modification, amendment, or extension of a sublease previously consented to by Landlord shall be deemed a new sublease subject to all of the terms and conditions of this Article 12.

Section 12.07 Conditions to Assignment/Sublease

(a) Notwithstanding Section 12.01, Landlord shall not unreasonably withhold, condition or delay its consent to any assignment or subletting of the Premises provided that:

(i) Tenant shall have delivered to Landlord a Transfer Statement pursuant to Section 12.07 (b) and Landlord shall not have elected to exercise any of its options pursuant to Section 12.08 within the times permitted therefor;

(ii) With respect to a sublease, the Premises shall not have been listed or otherwise publicly advertised for subletting at a rental rate less than the prevailing rental rate set by Landlord for space in the Building;

(iii) No Event of Default shall have occurred and be continuing;

(iv) The proposed assignee or subtenant shall use the Premises only for the purposes specified in Article 2 hereof;

(v) the proposed assignee or subtenant shall be a reputable entity of good character and otherwise shall have a financial standing and be engaged in a business in a manner in keeping with the standards of comparable office buildings in the City of Yonkers;

(vi) the proposed assignee or subtenant shall substantially have adequate financial condition and liquidity and similar creditworthiness of Tenant herein.

(vii) neither the proposed assignee or subtenant nor any Affiliate of any proposed assignee or subtenant shall be a person or entity with whom Landlord is then negotiating, or has, in the past six (6) months, negotiated with, to lease space in the Building;

(viii) the proposed assignee or subtenant shall not then be a tenant or other occupant of the Building or an Affiliate of a tenant or other occupant of the Building;

(ix) The proposed assignment or sublease shall not increase or impose an extra burden upon the building services;

(x) any subletting shall end no later than one (1) day prior to the Expiration Date;

(xi) any subletting must result in there being no more than two (2) occupants (including Tenant) occupying the Premises; and

(xii) the subletting or assignment must comply with all Requirements of Law and the space occupied by each occupant must be commercially reasonable in size and configuration as separate rental units.

(b) At thirty (30) days prior to any proposed assignment or subletting, Tenant shall submit a statement to Landlord (a **"Transfer Statement"**) containing the following information: (i) the name and address of the proposed assignee or subtenant, (ii) the proposed commencement date of the assignment or sublease, (iii) all of the material terms and conditions of the proposed assignment or subletting including the rent payable, and the use of the Premises to be assigned or sublet, (iv) the nature and character of the business of the proposed assignee or subtenant, (v) the reasonable financial information required for Landlord to make its determination as to the financial standing of such assignee or subtenant (including the most recent financial report of such proposed assignee or subtenant), (vi) any other commercially reasonable information concerning the proposed assignment or subletting that Landlord may request and (vii) a non-binding term sheet reflecting the information in (i) through (iv) above, signed by Tenant and the proposed assignee or subtenant. Within the twenty (20) day period after Landlord receives the Transfer Statement and the information required under this Section 12.07 (b), Landlord shall by notice to Tenant (the **"Election Notice"**) (1) elect whether to exercise any of its options pursuant to Section 12.09, to the extent available to Landlord, or (2) to grant or deny its consent to such assignment or subletting in accordance with Section 12.07 (b). If Landlord grants its consent to an assignment or subletting, Tenant shall be permitted to enter into same at any time within one hundred eighty (180) days after the submission of the Transfer Statement, provided such assignment or subletting conforms to the Transfer Statement and otherwise satisfies the requirements of this Section 12.07 and a copy of the fully-executed assignment or sublease agreement is delivered to Landlord prior to its effectiveness and no later than ten (10) days after execution. If an assignment or sublease satisfying the foregoing conditions is not entered into within said one hundred eighty (180) day period, Tenant shall be required to again submit a Transfer Statement and comply with this Section 12.07 with respect to any proposed assignment or subletting.

(c) To the extent Landlord's consent is required for any assignment or subletting pursuant to this Article 12 and the consent of any Mortgagee and Lessor shall also be required, such consent shall be granted or denied on the same terms and conditions as Landlord's consent shall be granted or denied hereunder.

(d) Notwithstanding anything to the contrary contained in this Lease, no assignment of Tenant's interest in this Lease shall be binding upon Landlord unless the assignee, and, if assignee is a partnership, the individual general partners thereof, shall execute and deliver to Landlord an agreement, in recordable form, whereby such assignee (and such general partners, if applicable) agrees unconditionally to be bound by and to perform all of the obligations of Tenant hereunder and further expressly agrees that notwithstanding such assignment the provisions of this Article shall continue to be binding upon such assignee with respect to all future assignments and transfers.

(e) Each sublease authorized by Landlord shall provide that:

(i) it is subject and subordinate to this Lease and to any matters to which this Lease is or shall be subordinate, and that in the event of termination, reentry or dispossession by Landlord under this Lease, Landlord may, at its option, take over all of the right, title and interest of Tenant, as sublessor, under such sublease, and such subtenant shall, at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease, except that Landlord shall not be (a) liable for any previous act or omission of Tenant under such sublease, (b) subject to any credit, offset, claim, counterclaim, demand or defense, (c) bound by any previous modification, amendment, cancellation or surrender of such sublease or by any previous prepayment of more than one (1) months' rent, (d) bound by any covenant of Tenant to undertake or complete any construction of the Premises or any portion thereof, (e) required to account for any security deposit of the subtenant other than any security deposit actually delivered to Landlord or (f) required to remove any person occupying the Premises or any part thereof;

(ii) the subtenant may not assign its right thereunder or further sublet the spaced demised under the sublease, in whole or in part, without Landlord's express written consent;

(iii) the subtenant will not pay any rent or other sums under said sublease for more than one (1) month in advance of the date due for any corresponding rental obligation under this Lease.

Section 12.08 Listing of Name.

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

Section 12.09 Permitted Transfers.

Notwithstanding anything to the contrary in this Article 12, Tenant may transfer all or part of its interest in this Lease or all or part of the Premises (a "Permitted Transfer") to the following types of entities (a "Permitted Transferee") without the written consent of Landlord, provided that after giving effect to such transfer there is no reduction in the tangible net worth and creditworthiness of Tenant (or the surviving entity), as certified by both (y) written certification signed by Tenant's chief financial officer and (z) certification by Tenant's certified public accounting firm: (a) any parent, subsidiary or other Affiliate of Tenant, but only so long as such transferee remains an Affiliate of Tenant; (b) any other governmental entity or

department. Tenant shall promptly notify Landlord of any such Permitted Transfer no later than ten (10) days prior to such transfer. Tenant shall remain liable for the performance of all of the obligations of Tenant hereunder, or if Tenant no longer exists because of a merger, consolidation, or acquisition, the surviving or acquiring entity shall expressly assume in writing the obligations of Tenant hereunder. Additionally, the Permitted Transferee shall comply with all of the terms and conditions of this Lease, including the Permitted Use, and the use of the Premises by the Permitted Transferee may not violate any other agreements affecting the Premises. No later than ten days after the effective date of any Permitted Transfer, Tenant agrees to furnish Landlord with (1) copies of the instrument effecting any of the foregoing Transfers, (2) documentation satisfactory to Landlord, in its sole discretion, establishing Tenant's satisfaction of the requirements set forth above applicable to any such Transfer, and (3) evidence of insurance as required under this Lease with respect to the Permitted Transferee. The occurrence of a Permitted Transfer shall not waive Landlord's rights as to any subsequent transfers, and any subsequent transfer by a Permitted Transferee shall be subject to the terms of this Article 12. As used in this Lease, "Affiliate" means, with respect to a Person, any individual, corporation or other business entity which, either directly or indirectly, controls such Person, is controlled by such person, or is under common control with such Person. As used herein, "control" means possession of the power to direct, or cause the direction of the management and policies of a corporation or other entity whether through the ownership of voting securities, by contract or otherwise. As used in this Lease, "Person" means any legal or natural person, including any individual, corporation, sole proprietorship, partnership, limited liability company, trust, governmental or international body or agency, unincorporated society or association, or other entity.

ARTICLE 13. ELECTRICITY

Section 13.01 Method for Providing Electricity.

On and after the Commencement Date, electricity shall be supplied to the Premises in accordance with the provisions of Section 13.02. If, at any time during the Lease Term, Landlord is prohibited under Law or the requirements of the New York State Public Service Commission (the "NYSPSC") from supplying and charging for electricity to the Building in accordance with Section 13.02, including by reason of the imposition of any tariff or other costs on Landlord which Landlord may not legally pass through to Tenant in accordance with that Section, Landlord shall have the right, provided it is then permissible under Law and any applicable requirements of the NYSPSC, to supply electricity to the Premises in accordance with, at Landlord's election, Section 13.03 or 13.04.

Section 13.02 Rent Inclusion; Contests by Tenant.

(a) During any period in which electricity is to be supplied to the Premises in accordance with the provisions of this Section 13.02, the Fixed Rent shall be increased, effective as of the date (the "**Rent Inclusion Date**") on which electricity commences to be supplied in accordance

with this Section 13.02 (with suitable proration for any period of less than a full calendar month), by an amount equal to the Electricity Inclusion Amount.

Initially the “**Electricity Inclusion Amount**” shall be an amount equal to \$36,819.00 per annum. The Electricity Inclusion Amount shall be subject to adjustment as hereinafter provided.

Thereafter and from time to time during the Lease Term, Landlord or Tenant may cause surveys of Tenant’s electricity usage to be made by Landlord’s electrical consultant. If any survey shall determine that the then Electric Inclusion Amount does not accurately reflect the amount of electricity consumed in the Premises, the then Electrical Inclusion Amount shall be adjusted upward or downward by Landlord’s electrical consultant in accordance with such survey to reflect the annual usage of electricity as indicated by such survey. Surveys made of Tenant’s electricity usage shall be based upon the use of electricity on such days and during such hours when Tenant uses electricity for lighting and for the operation of the computers, machinery, appliances and equipment used by Tenant in the Premises, and if cleaning services are provided by Landlord, such survey shall include Landlord’s normal cleaning hours of three (3) hours per day for lighting within the Premises and for electrical equipment normally used for such cleaning. All survey determinations shall be subject to contest by Tenant provided in Section 13.02(b) below. Landlord may also cause the Electric Inclusion Amount to be adjusted upward or downward without survey from time to time in accordance with calculations by Landlord’s electrical consultant to reflect changes in the fuel adjustment component of the utility company’s charge or other changes in the charges by the utility company supplying electricity to Landlord, provided Landlord delivers to Tenant supporting documentation evidencing such required adjustment. In the event the Electric Inclusion Amount increases, Tenant shall pay the amount of any increase in the Electric Inclusion Amount retroactively (subject to Tenant’s right to contest any determination based on a survey in the manner herein provided) from the date of the survey of Tenant’s electricity usage and/or from the date when the increased charges to Landlord from the utility company become effective, as the case may be, such amount to be paid within twenty (20) days upon billing therefor by Landlord, which billing shall be independent of Fixed Rent bills. In the event the Electric Inclusion Amount decreases, Tenant may reduce the amount of any such decrease in the Electric Inclusion Amount retroactively from the date of the survey of Tenant’s electricity usage and/or from the date when the decrease to Landlord from the utility company become effective, as the case may be, and Landlord shall reimburse any overpayment to Tenant within thirty (30) days of such survey determination.

(b) **Tenant’s Right to Contest Increase.** Tenant, within sixty (60) days after notification from Landlord of the determination of the adjustments to be made to the Electricity Inclusion Amount made by Landlord’s electrical consultant based on a survey of Tenant’s usage of electricity or otherwise as determined by Landlord, shall have the right to contest, at Tenant’s costs and expense, such determination by submitting to Landlord a like determination prepared by an electrical consultant of Tenant’s selection, which shall highlight the differences between Landlord’s determination and Tenant’s determination and shall be accompanied by a survey of Tenant’s electricity usage prepared by Tenant’s electrical consultant. If Landlord’s electrical consultant and Tenant’s electrical consultant shall be unable to reach agreement within thirty

(30) days (the "**Consultation Period**") of the date Tenant submitted to Landlord the determination of tenant's electrical consultant, two such electrical consultants shall designate an independent electric consultant to select either the determination of Landlord's electric consultant or the determination of Tenant's electric consultant, whichever the independent electric consultant believes is more accurate. The determination of the independent electric consultant shall be binding and conclusive on Landlord and Tenant. The independent electric consultant must be a person having not less than 10 years' experience as an electric consultant for commercial office buildings in the City of New York. If the independent electric consultant is not designated within 40 days following Landlord's receipt of Tenant's notice of dispute, the independent electric consultant shall be designated by the New York City office of the American Arbitration Association (or any successor organization) under its then expedited rules at the request of either Landlord or Tenant. Landlord and Tenant shall each pay their own expenses of this procedure, except the fees and expenses of the independent electric consultant or the American Arbitration Association (or any successor organization) shall be paid 50 percent by Landlord and 50 percent by Tenant. Pending the resolution of any dispute, Tenant shall pay to Landlord any increase in the Electricity Factor and the Fixed Rent determined by Landlord's electric consultant. If it is determined that the increase is less than the increase determined by Landlord's electric consultant, Landlord shall credit the overpayment against the Tenant's next payments under this lease or if any overpayment is due Tenant at the Expiration Date, Landlord shall promptly pay that overpayment to Tenant.

Section 13.03 During any period in which electricity is to be supplied to the Premises in accordance with this Section 13.03, Tenant shall purchase from Landlord all electricity consumed or to be consumed in the Premises and shall pay to Landlord, as Additional Rent, Tenants Electricity Share (as hereinafter defined in subparagraph (b)) of the amounts (the "**Electricity Additional Rent**") for electricity actually consumed on those floors of the Building on which the Premises (or portions thereof) are located, as determined by a meter or meters (measuring both consumption and demand) and related equipment installed (or, if existing, retrofitted) by Landlord in accordance with Landlords specifications and at Landlords expense on each floor of the Premises prior to or within sixty (60) days of the Commencement Date. Landlord shall install the necessary meters on each floor and keep the meters and related equipment in good working order and repair, and Tenant shall pay Landlord, within thirty (30) days after Landlords demand therefor, together with supporting documentation, from time to time, Tenants Electricity Share of the cost thereof. Tenant shall purchase the electricity from Landlord at the same rate ("**Landlords Rate**") paid by Landlord to the utility company furnishing electricity to the Building plus \$1,000 per annum for Landlords overhead and supervision. Bills therefor shall be rendered independent of the Fixed Rent bill and at such times as Landlord may elect, and the amount of the Electricity Additional Rent shall be deemed to be Additional Rent payable by Tenant within thirty (30) days after such bill is rendered. If there is more than one meter for the Premises, the electricity rendered though each meter may be computed and billed separately. In determining Landlords Rate, Landlord may take into account rates (including time of day and seasonal differentials), changes in the method of delivery of electrical current to the Building, kilowatt hours of energy charges, kilowatt hours of demand charges, time of day

charges, fuel adjustment charges (as determined for each month of such period and not averaged), rate adjustment charges, transfer adjustment charges, utility taxes, sales taxes and/or any other factors used by the utility company in computing its charges to Landlord or applied to the kilowatt hours of energy and the kilowatts of demand purchased by Landlord during a given billing period. In no event shall the Electricity Additional Rent for submetered electricity supplied to the Premises be more or less than Landlord's actual costs to purchase and distribute such electricity plus \$1,000 per annum. If any tax is imposed upon the Electricity Additional Rent received by Landlord from the sale or resale of electricity to Tenant, Tenant agrees that to the extent permitted by law, Tenant shall reimburse such taxes to Landlord as Additional Rent within thirty (30) days after written demand therefor, together with supporting documentation.

- (a) As used herein, "**Tenant's Electricity Share**" of any amount or cost is the portion of such amount or cost that is attributable to Tenant's consumption of electricity in the Premises or to the furnishing of electricity to the Premises or to Tenant's proportionate share of electricity consumed in the common areas of the floor of the Building on which the Premises (or a portion thereof) is located, as the case may be, in any case as reasonably determined by Landlord.

Section 13.04 Intentionally Omitted.

Section 13.05 Electrical Requirements.

- (a) Tenant shall not use any electrical equipment that, in Landlord's sole and absolute judgment, would exceed or interfere with the electrical service to other tenants of the Building. Tenant shall not make any electrical installations, alterations, additions or changes to the electrical equipment or appliances in the Premises without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed. Tenant covenants and agrees that at all times its use of electricity will not exceed the capacity of existing feeders to the Premises or the risers or wiring installations therein and Tenant shall not use any electrical equipment which, in Landlord's sole and absolute judgment, might overload such installation or interfere with the use thereof by other tenants in the Building. In the event that, in Landlord's sole and absolute judgment, Tenant's electrical requirements necessitate installation of an additional riser, risers or other proper necessary equipment or services, including without limitation ventilation or air conditioning, the same shall, if Landlord deems practicable (taking into consideration the needs of other tenants and of other spaces in the Building), be provided or installed by Landlord at Tenant's sole cost and expense, which shall be chargeable and collectible as Additional Rent and paid within thirty (30) days after the rendition to Tenant of a bill therefor and supporting documentation. Rigid conduits only will be allowed. Tenant shall at all times comply with the rules, regulations, terms and conditions applicable to service, equipment and wiring requirements of the public utility supplying electricity to the Building and such other rules and regulations as reasonably established by Landlord pursuant to the provisions of this Lease.

(b) Landlord shall not be liable for any loss, damage or expense or in any other way to Tenant for any failure, interruption or defect of any kind in the supply or character of electric service furnished to the Premises by reason of any Requirements of Law, act or omission of the utility serving the Building or for any other reason not attributable to the negligence of Landlord.

Section 13.06 Discontinuance of Electricity.

(a) If Landlord is compelled to discontinue furnishing electricity to Tenant by reason of any Requirement of Law, Landlord shall promptly notify Tenant of such Requirements of Law, and this Lease shall continue in full force and effect and shall be unaffected thereby, except only that from and after the effective date of such Requirements of Law, Landlord shall not be obligated to furnish electricity to Tenant and Tenant shall arrange to obtain electricity directly from the utility company serving the Building. Such electricity may be furnished to Tenant by means of the existing electrical facilities serving the Premises. All meters and all additional panel boards, feeders, risers, wiring and other conductors and equipment which may be required to obtain electricity of substantially the same quantity, quality and character, shall be installed by Landlord at Tenant's reasonable actual expense, and all such expenses incurred by Landlord shall be payable by Tenant, as Additional Rent.

Section 13.07 Alternative Service Providers.

Provided same does not materially increase Tenant's electricity costs, Landlord shall have the right at any time and from time to time during the Term, to the extent permitted by Requirements of Law, to either contract for electricity service with the current utility company providing electricity service to the Building (the "**Current Service Provider**") or to contract for service from an alternate company or companies providing electricity service (each an "**Alternative Service Provider**"). Tenant shall cooperate with Landlord, the Current Service Provider and any Alternate Service Provider at all times, and as reasonably necessary, to allow Landlord, Current Service Provider and any Alternate Service Provider reasonable access to any and all electric lines, feeders, wiring and other machinery within the Premises. Tenant may not utilize the services of any Alternate Service Provider, and no such Alternate Service Provider shall be permitted to provide service to Tenant or to install its lines or other equipment within the Building, without the prior written consent of Landlord, which may not be unreasonably withheld, conditioned or delayed.

ARTICLE 14. LANDLORD SERVICES

Section 14.01 Elevators.

Landlord shall provide passenger elevator service, servicing the Building on Business Days from 8:00 a.m. to 6:00 p.m. and on Saturdays from 8:00 a.m. to 1:00 p.m. and have an elevator for passenger use subject to call at all other times. In addition, Landlord shall provide one freight

elevator, upon Tenant's prior request, on a non-exclusive basis with other tenants at the Building, on all Business Days from 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m. The use of all elevators shall be subject to the Rules and Regulations and Construction Procedures.

Section 14.02 HVAC.

(a) Adequate heating, ventilation and air conditioning shall be supplied to the Premises from the HVAC unit(s) installed as an Independent System located on the Premises, at Landlord's sole cost and expense, in compliance with Tenant's air quality requirements and any Requirement of Law. Landlord shall be solely responsible for all maintenance, repairs, and replacements of its HVAC system, including the HVAC units that service the Premises. Tenant may, at its reasonable discretion install additional supplemental air conditioning units which shall operate twenty-four (24) hours a day seven (7) days a week, in compliance with Tenant's air quality requirements and any Requirement of Law provided that the Tenant shall be responsible for the maintenance, repairs and replacements of the same.

(b) Landlord, through the Building Systems, shall furnish heating for the reasonably comfortable occupancy of the Premises as reasonably determined by Landlord on Business Days from 8:00 a.m. to 6:00 p.m. and on Saturdays from 8:00 a.m. to 1:00 p.m., subject to Landlord's Rules and Regulations in effect from time to time. All electrical energy used in connection with the operation of the air conditioning system shall be included as Tenant's Electrical Share and if applicable shall be paid by Tenant as provided in Article 13. The performance by Landlord of its obligation under this Section 14.02 is subject to Tenant's compliance with the conditions of occupancy and connected load established by Landlord from time to time. Use of the Premises, or any part thereof, in a manner exceeding the heating and/or air-conditioning design conditions, or rearrangement or partitioning which interferes with normal operation of the heating or air conditioning systems in the Premises, may require changes in the heating and/or air conditioning systems servicing the Premises, in order to provide comfortable occupancy. Such changes shall be made by Tenant, at its expense, as Alterations in accordance with Article 3 hereof. Notwithstanding the foregoing, if an energy conservation or any other Requirement of Law shall require any reduction in operations of the heating or air conditioning systems, the same shall be operated so as to provide reduced service in accordance with such Requirement of Law.

Section 14.03 Overtime Periods.

Except as otherwise specifically provided herein, Landlord shall not be required to furnish any services under this Article 13 during periods ("**Overtime Periods**") other than the hours of 8:00 a.m. to 6:00 p.m. on Business Days and 8:00 a.m. to 1:00 p.m. on Saturdays unless Landlord has received advance notice from Tenant (which may be given by telephone together with an additional notice by facsimile or email to the Agent) requesting such services, which notice must be given prior to 2:00 p.m. for services during the same Business Day and 2:00 p.m. of the preceding Business Day if such Overtime Period is requested for a day other than a Business Day. Landlord shall have no liability of any kind nor shall Tenant be entitled to any abatement of rent

for any failure to deliver any heating or other services during Overtime Periods. The Rental does not include or reflect any charge to Tenant for any services during any Overtime Periods. If Landlord provides any services during an Overtime Period, including exclusive freight elevator and loading dock usage, Tenant will pay Landlord's then established reasonable customarily charges therefor.

Section 14.04 Water.

(a) Landlord shall provide hot and cold water to the Premises for ordinary drinking, cleaning and lavatory purposes. Landlord shall provide sufficient quantities of water for the sprinkler system serving the Premises in accordance with any applicable Requirements of Law, at Landlord's then established rates thereof. If Tenant requires, uses or consumes water for any purpose in addition to ordinary drinking, cleaning and lavatory purposes and for the sprinkler systems serving the Premises, the cost of the water so used (inclusive of Landlord's administration charges, sewer rents, taxes and other charges) shall be billed to Tenant as Additional Rent based upon Landlord's estimate of the usage.

(b) If the "sprinkler system" installed in the Building or any of its appurtenances shall be damaged or injured or not be in proper working order by reason of any act of omission by Tenant, or Tenant's agents, servant, employees, licensees or visitors, Tenant shall forthwith restore the same to good working condition, at Tenant's sole cost and expense. Further, if the New York Board of Fire Underwriters or the New York Fire Insurance Rating Organization or any bureau, department or official of the state or city government shall require or recommend that any changes, modifications, alterations or additional sprinkler heads or other equipment be made or supplied by reason of Tenant's business, or the location of the partitions, trade fixtures, or other contents of the Premises, Tenant shall, at Tenant's sole cost and expense, promptly make and supply such changes, modifications, alterations, additional sprinkler heads or other equipment.

Section 14.05 Security.

Landlord shall, at its own cost and expense, provide security to the Building, including the Leased Premises and the Common Areas, comprised of, at a minimum, a 24 x 7 virtual doorman system and cameras in all Common Areas, and otherwise, consistent with its existing practices, and any other security measures Landlord may reasonably determine from time to time to ensure a clean, safe, secure and well-maintained environment for all its tenants. Notwithstanding the foregoing, Tenant may install a security system in the premises which uses master codes or cards instead of keys provided that Tenant shall provide Landlord with the master code or card for such system.

Section 14.06 Discontinuance of Services.

(a) Landlord reserves the right, without liability, upon advance notice to Tenant, to stop service of any of the Building Systems or other facilities in the Building when necessary, by reason of accident or emergency, or for repairs, additions, alterations, replacements or improvements which in Landlord's sole but reasonable judgment are desirable or necessary to be made, until said repairs, alterations, replacements or improvements shall have been completed (which repairs, alterations and improvements shall be performed in accordance with Article 6). Landlord shall promptly ensure completion of all repairs, additions, alterations, replacements or improvements as soon as reasonably possible, in order to eliminate or minimize any disruption to Tenant's business at the Premises. Landlord shall have no responsibility or liability for interruption, curtailment or failure to supply service of any of the Building Systems or other facilities, when prevented by Unavoidable Delays or by any Requirements of Law. The exercise of such right or such failure by Landlord shall not constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any compensation or to any abatement or diminution of Rental, or relieve Tenant from any of its obligations under this Lease, or impose any liability upon Landlord or its agents by reason of inconvenience or annoyance to Tenant, or injury to or interruption of Tenant's business, or otherwise. Except as expressly provided in this Lease, Landlord shall not be required to furnish any services to the Premises.

(b) In addition to any and all other rights and remedies which Landlord may invoke for an Event of Default or material violation or material breach of any of the foregoing provisions of this Article 14, Landlord may discontinue furnishing services under this Article during the continuance of an Event of Default or the period of such material violation or material breach, and such discontinuance shall not constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of rent or relieve Tenant from any of its obligations under this Lease, or impose any liability upon Landlord or Landlord's agents.

Section 14.07 Connections to Building Systems.

Notwithstanding anything herein to the contrary, Tenant shall not make any connection to or sever any connection from any Building System without prior notice to and reasonable approval of Landlord. All such connections shall be made only at reasonable points designated by Landlord and under the supervision and control of Landlord's Building personnel or contractors. Landlord may, in its reasonable discretion, require that all said, connections and severances be performed by Landlord's building personnel or contractors, at Tenant's sole cost and expense.

Section 14.08 Cleaning.

Tenant shall, at Tenant's cost, cause the Premises to be cleaned. Tenant agrees to contract directly with Landlord's cleaning contractor or a person or company reasonably approved by Landlord, for the provision of any cleaning of the Premises that Tenant desires or is otherwise needed to maintain the Premises in a reasonably clean fashion in excess of that which is standard in similar office buildings. Tenant shall pay to Landlord as Additional Rent within thirty

(30) days after submission of invoices therefor, together with supporting documentation, the cost of (i) cleaning the Premises resulting from the (a) misuse or neglect by Tenant or its employees or business visitors, (b) use of portions of the Premises for preparation, serving or consumption of food or beverages or other special purposes requiring greater or more difficult cleaning work than office areas, (c) unusual quantity of interior glass surfaces and (d) unusual materials or finishes installed by Tenant or at its request requiring greater or more difficult cleaning work than conventional materials, and (ii) (a) removal from the Premises and the Building of so much of any refuse and rubbish of Tenant as shall exceed that ordinarily accumulated daily in the routine of office occupancy and (b) refuse and rubbish of Tenant's vending machines and other eating facilities requiring special handling (known in the trade as wet garbage). Tenant may arrange for removal of such wet garbage facilities by its own personnel or by contractors approved by Landlord, subject to such Rules and Regulations as Landlord may reasonably impose for the proper operation and maintenance of the Premises. Tenant may also arrange directly with Landlord's cleaning contractor or other contractor to pay for any or all of the costs of extra cleaning and rubbish removal referred to in this Section 14.07. Landlord and its cleaning contractor or Tenant's cleaning contractor, and their employees shall have access to the Premises during Overtime Periods and the free use of light, power and water facilities in the Premises as shall be reasonably required for the purpose of cleaning the Premises in accordance with Landlord's obligations hereunder. Landlord shall not in any way be responsible to any Tenant for any loss of property on the Premises, however, occurring, or for any damage to any Tenant's property by the janitorial, cleaning, or exterminating personnel, whether approved by Landlord or not, unless such damage is caused by the negligent actions or omissions of Landlord. Except with the written consent of Landlord, no person or persons other than those approved by Landlord shall be permitted to enter the Premises for the purpose of cleaning the same.

Landlord shall, at its own cost, provide all necessary cleaning services within the common areas of the Building, including, but not limited to the elevators and entrance lobby.

ARTICLE 15. ACCESS TO PREMISES

Section 15.01 Landlord's Access.

Landlord or Landlord's agents shall have the right (but shall not be obligated) to enter the Premises in any emergency at any time, and, at other reasonable times, upon at least forty-eight (48) hours advance notice to Tenant, except during an emergency, to examine the same and to make such repairs, replacements and improvements as Landlord may deem necessary and reasonably desirable to the Premises or to any other portion of the Building or which Landlord may elect to perform. Tenant shall permit Landlord to use and maintain the Building Systems and Independent Systems within the Premises and replace pipes and conduits in and through the Premises and to erect new pipes and conduits therein provided they are concealed within the walls, floor, or ceiling. Landlord may, during the progress of any work in the Premises, take all necessary materials and equipment into the Premises without the same constituting an eviction nor shall Tenant be entitled to any abatement of rent while such work is in progress nor to any

damages by reason of loss or interruption of business or otherwise. Throughout the term hereof, Landlord shall have the right, upon at least forty-eight (48) hours advance notice to Tenant, to enter the Premises at reasonable hours for the purpose of showing the same to prospective purchasers or mortgagees of the Building, and during the last twelve months of the term for the purpose of showing the same to prospective tenants. During any emergency event, if Tenant is not present to open and permit an entry into the Premises, Landlord or its agents may enter the same whenever such entry may be necessary or permissible by master key or forcibly and provided reasonable care is exercised to safeguard Tenant's property, such entry shall not render Landlord or its agents liable therefor nor in any event shall the obligations of Tenant hereunder be affected. If during the last month of the term Tenant shall have removed all or substantially all of Tenant's property from the Premises, Landlord may immediately enter alter, renovate or redecorate the Premises without limitation or abatement of Rental or incurring liability to Tenant for any compensation and such act shall have no effect on this Lease or Tenant's obligations hereunder.

Section 15.02 Tenant's Access.

Tenant shall be permitted access to the Premises twenty-four (24) hours per day, seven (7) days per week, subject to conditions beyond Landlord's control and subject to Landlord's reasonable restrictions and regulations with respect to security and operating procedures for the Building, and Tenant shall comply with such restrictions and regulations.

Section 15.03 Access to Building.

Landlord reserves the right to change the address of the Building and/or to place signs above the entrances to the Building at any time and from time to time. Neither this Lease nor any use by Tenant shall give Tenant any easement or other right in or to the use of any door or any passage or any concourse or any plaza connecting the Building with any subway or any other building or to any public conveniences, or to any particular entranceways to public streets, and the use of such doors, passages, concourses, plazas, entranceways and conveniences may without notice to Tenant, be regulated or discontinued at any time by Landlord provided Tenant's access to Premises is not blocked.

ARTICLE 16. CONDITIONS OF LIMITATION

Section 16.01 Tenant Events of Default.

Each of the following events shall be an "Event of Default" and constitute a condition of limitation hereunder:

- (a) if Tenant shall default in the payment when due of any installment of Fixed Rent, Escalation Rent, Rental or any other charge payable by Tenant to Landlord; or

(b) whenever Tenant shall do or permit anything to be done, whether by action or inaction, contrary to any of Tenant's obligations hereunder, and if such situation shall continue and shall not be remedied by Tenant within thirty (30) days after Landlord shall have given to Tenant a notice specifying the same, or, in the case of a happening or default which cannot with due diligence be cured within a period of thirty (30) days and the continuance of which for the period required for cure will not subject Landlord to the risk of criminal liability or termination of any Superior Lease or foreclosure of any Mortgage, if Tenant shall not, (i) within said thirty (30) day period advise Landlord of Tenant's intention to duly institute all steps necessary to remedy such situation, (ii) duly institute within said thirty (30) day period, and thereafter diligently prosecute to completion all steps necessary to remedy the same and (iii) complete such remedy within such time after the date of the giving of said notice of Landlord as shall reasonably be necessary; or

(c) if any part of the Premises are subleased, or except as expressly permitted by Article 12, this Lease shall have been assigned or whenever any event shall occur or any contingency shall arise whereby this Lease or the estate hereby granted or the unexpired balance of the term hereof would, by operation of law or otherwise, devolve upon or pass to any person, firm or corporation other than Tenant; or

(d) If Premises shall become vacant or abandoned for a period in excess of six (6) days; or

(e) if Tenant shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(f) if Tenant shall commence or institute any case, proceeding or other action (i) seeking relief on its behalf as debtor, or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, or (ii) seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; or

(g) if Tenant shall make a general assignment for the benefit of creditors; or

(h) if any case, proceeding or other action shall be commenced or instituted against Tenant (i) seeking to have an order for relief entered against it as debtor or to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, or (ii) seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, which either (x) results in any such entry of an order for relief, adjudication of bankruptcy or insolvency or such an appointment or the issuance or entry of any other order having a similar effect of (y) remains undismissed for a period of sixty (60) days; or

- (i) if any case, proceeding or other action shall be commenced or instituted against Tenant seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its property which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) days from the entry thereof; or
- (j) if Tenant shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clauses (f), (g), (h), (i) or (j) above; or
- (k) if a trustee, receiver or other custodian is appointed for any substantial part of the assets of Tenant which appointment is not vacated or effectively stayed within thirty (30) days.

Section 16.02 Notice of Termination.

If an Event of Default described in Section 16.01(a) through (l) shall occur, and Landlord, at any time thereafter, at Landlord's option gives written notice to Tenant stating that this Lease and the Term shall expire and terminate on the date specified in such notice, which date shall not be less than thirty (30) days after the giving of such notice, then this Lease and the Term and all right of Tenant under this Lease shall expire and terminate as if the date specified in such notice were the Expiration Date, it being the intention of the Landlord and Tenant hereby to create conditional limitations, and Tenant immediately shall quit and surrender the Premises but Tenant shall remain liable for damages as provided in this Lease. Anything contained herein to the contrary notwithstanding, if such termination shall be stayed by order of any court having jurisdiction over any proceeding described in Section 16.01(f) through (k), or by federal or state statute, then, following the expiration of any such stay, or if the trustee appointed in any such proceeding, Tenant or Tenant as debtor-in-possession shall fail to provide adequate protection of Landlord's right, title and interest in and to the Premises or adequate assurance of the complete and continuous future performance of Tenant's obligations under this Lease, Landlord, to the extent permitted by law or by leave of the court having jurisdiction over such proceeding, shall have the right, at Landlord's election, to terminate this Lease on thirty (30) days' notice to Tenant, Tenant as debtor-in-possession or said trustee and upon the expiration of said thirty (30) day period this Lease shall cease and expire as aforesaid and Tenant, Tenant as debtor-in-possession or said trustee shall immediately quit and surrender the Premises as aforesaid.

ARTICLE 17. REMEDIES AND DAMAGES

Section 17.01 Landlord's Remedies.

- (a) If there shall occur any Event of Default, and this Lease and the Term shall expire and come to an end as provided in Article 16:

(i) Tenant shall quit and peacefully surrender the Premises to Landlord, and Landlord and its agents may immediately, or at any time after such default or after the date upon which this Lease and the Term shall expire and come to an end, re-enter the Premises or any part thereof, either by summary proceedings, or by any other applicable legal action of proceeding, and may repossess the Premises and dispossess Tenant and any other persons from the Premises and remove any and all of their property and effects from the Premises; and

(ii) Landlord shall exercise reasonable efforts to relet the whole or any part or parts of the Premises from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine in order to relieve Tenant of any liability under this Lease or otherwise affect any such liability. Landlord, at Landlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Premises as Landlord, in its sole but reasonable discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting any such liability.

(b) Tenant hereby waives the service of any notice of intention to reenter or to institute legal proceedings (including its right to bring declaratory and/or injunctive judgment action) to that end which may otherwise be required to be given under any present or future law. Tenant, on its own behalf and on behalf of all persons claiming through or under Tenant, including all creditors, does further hereby waive any and all rights which Tenant and all such persons might otherwise have under any present or future law to redeem the Premises, or to re-enter or repossess the Premises, or to restore the operation of this Lease, after (i) Tenant shall have been dispossessed by a judgment or by warrant of any court or judge, or (ii) any re-entry by Landlord after expiration or termination of this Lease, or (iii) any expiration or termination of this Lease and the Term, whether such dispossession, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Lease. The words "re-enter," "re-entry" and "re-entered" as used in this Lease shall not be deemed to be restricted to their technical meanings. In the event of a breach or threatened breach by Tenant, any persons claiming through or under Tenant, of any term, covenant or condition of this Lease, Landlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Lease for such breach. The right to invoke the remedies hereinbefore set forth are cumulative and shall not preclude Landlord from invoking any other remedy allowed at law or in equity.

Section 17.02 Landlord's Damages.

(a) If this Lease and the Term shall expire and come to an end as provided in Article 16, or by or under any summary proceeding or any other action or proceeding, of if Landlord shall re-

enter the Premises as provided in Section 17.01, or by or under any summary proceeding or any other action or proceeding, then, in any of said events:

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

(ii) Tenant also shall be liable for and shall pay to Landlord, as damages, any deficiency (referred to as "**Deficiency**") between the Rental for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of Section 17.01(a)(ii) for any part of such period (first deducting from the gross rents collected under any such reletting all of Landlord's expenses paid or incurred in connection with the termination of this Lease, Landlord's re-entry upon the Premises and such re-letting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees and disbursements, alteration costs and any and all other expenses of preparing the Premises for such re-letting or charged against the Premises or the re-letting); any such Deficiency shall be paid in monthly installments by Tenant on days specified in this Lease for payment of installments of Fixed Rent. In no event shall Tenant in any suit pursuant to this Section 17.02(a) for any Deficiency be entitled to any credit from any such net rents from a re-letting except to the extent such net rents are actually received by Landlord. Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar proceeding; and

(iii) In the event Landlord has been unable to re-let the Premises and collect any monthly Deficiency as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, in lieu of any monthly Deficiency as and for liquidated and agreed final damages, a sum equal to the amount by which the Rental for the period which otherwise would have constituted the unexpired portion of the Term discounted to present worth at the Discount Rate, less the aggregate amount of Deficiencies theretofore collected by Landlord pursuant to the provisions of Section 17.02(a)(ii) for the same period; if, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Premises, or any part thereof, shall have been re-let by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such re-letting shall be deemed, prima facie, to be the fair and reasonable rental value for the part of the whole of the Premises so re-let during the term of the re-letting.

(b) If the Premises, or any part thereof, shall be re-let together with other space in the Building, the rents collected or reserved under any such re-letting and the expenses of any such re-letting shall be equitably apportioned for the purposes of this Section 17.02. Tenant shall in

no event be entitled to any rents collected or payable under any re-letting, whether or not such rents shall exceed the Fixed Rent reserved in this Lease. Solely for the purposes of this Article 17, the term "**Escalation Rent**" as used in Section 17.02(a) shall mean the Escalation Rent in effect immediately prior to the Expiration Date, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted to reflect any increase pursuant to the provisions of Article 26 for the Operating Year or Tax Year immediately preceding such event.

Section 17.03 Other Remedies.

Suit or suits for the recovery of damages, of any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the term of this Lease would have expired if it had not been so terminated under the provision of Article 16, or had Landlord not re-entered the Premises. Notwithstanding anything herein to the contrary, nothing contained in Article 16 or this Article 17 or any other provision of this Lease shall be deemed to preclude, limit or otherwise abridge the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages by any statute or rule of law or equity, or of any sums or damages or other relief to which Landlord may be entitled in addition to the damages set forth in this Article 17 whether or not such amount be greater than any of the sums referred to in Article 17.

In no event shall Landlord be entitled to consequential, punitive or exemplary damages on account of any Tenant default including, without limitation, lost profits and loss of business damages.

Section 17.04 Conditions Upon Surrender.

If this Lease is terminated under the provisions of Article 16, or if Landlord shall, re-enter the Premises under the provisions of Article 16, Tenant agrees that:

- (a) the Premises then shall be in the condition in which Tenant has agreed to surrender the same to Landlord at the Expiration Date;
- (b) Tenant shall have performed prior to any such termination any covenant of Tenant contained in this Lease for the making of any Alterations or for restoring or rebuilding the Premises or the Building, or any part thereof; and
- (c) for the breach of any covenant of Tenant set forth above in this Section 17.04, Landlord shall be entitled immediately, without notice or other action by Landlord, to recover, and Tenant shall pay, as and for liquidated damages therefor, the cost of performing such covenant (as estimated by an independent contractor selected by Landlord).

Section 17.05 Property of Tenant.

(a) In the event of any retaking of possession of the Premises by Landlord as herein provided or otherwise, or upon the abandonment by Tenant of any Tenant Property, Landlord may remove and store any such Tenant Property in any place selected by Landlord, including but not limited to a public warehouse, at the expense and risk of Tenant. Landlord may sell any and all of such property at public or private sale as provided by law and shall apply the proceeds of such sale first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of other amounts of money which may be due from Tenant to Landlord under the terms of this Lease and the balance, if any, to Tenant.

(b) Tenant hereby waives all claims for damages that may be caused by Landlord's changing locks at the Premises or re-entering and taking possession of the Premises or removing and storing the property of Tenant upon default hereunder by Tenant and will hold Landlord harmless from all losses, costs or damages occasioned by Landlord thereby, and no such re-entry shall be construed to be a forcible entry.

ARTICLE 18. CURING TENANT DEFAULTS; LATE CHARGE COSTS

Section 18.01 Landlord's Right to Cure.

(a) If an Event of Default shall occur and be continuing, beyond any applicable grace or cure period, then unless otherwise provided elsewhere in this Lease, Landlord may immediately or at any time thereafter and without notice perform the obligation of Tenant thereunder. If Landlord in connection with the foregoing or in connection with any default by Tenant in the covenant to pay rent hereunder, makes any expenditures or incurs any obligations for the payment of money including but not limited to reasonable attorneys' fees in instituting prosecuting or defending any action or proceeding and prevails in any such action or proceeding then Tenant will reimburse Landlord for such sums so paid or obligations incurred with interest and costs. The foregoing expenses incurred by reason of Tenant's default shall be deemed to be Additional Rent hereunder and shall be paid by Tenant to Landlord within thirty (30) days of rendition of any bill or statement to Tenant therefor, together with supporting documentation. If Tenant's Lease term shall have expired at the time of making of such expenditures or incurring of such obligations such sums shall be recoverable by Landlord as damages.

(b) In the event that after notice to Tenant, Landlord shall perform any work on behalf of Tenant pursuant to this Lease, which work is being performed at Tenant's expense (as provided herein or by agreement of the parties), Landlord shall be entitled to receive, in addition to Landlord's cost of performing such work, an amount equal to ten percent (10%) of such cost in reimbursement of Landlord's overhead and administrative fees.

Section 18.02 Late Fees.

(a) Any payment of Fixed Rent, Escalation Rent or other Additional Rent required to be paid by Tenant hereunder which is not received within five (5) business days after same is due shall be subject to a late charge of five percent (5%) of the delinquent amount (to reimburse Landlord for damages sustained resulting from non-contemplated late payments, which the parties acknowledge will be extremely difficult and impractical to ascertain), which late charge shall be payable at the same time as the delinquent amount is paid and shall be deemed Additional Rent. In addition, any amount due from Tenant not paid by the expiration of the grace period on the due date shall bear interest from the due date at a daily variable rate equal to the Applicable Rate, which interest shall be payable at the same time the delinquent amount is paid. The parties hereby agree that the foregoing late charge represents a fair and reasonable estimate of the costs Landlord will incur in processing each delinquent payment by Tenant; that such late charges will be paid to Landlord as liquidated damages for each payment which is not received on the due date; and that the payment of late charges and the payment of interest are distinct and separate from one another in that the payment of interest is to compensate Landlord for the use of Landlord's money by Tenant, while payment of late charges is to compensate Landlord for additional administrative expense incurred by Landlord in Building and processing delinquent payments. The foregoing shall not be construed as obligating Landlord to accept any payment after the due date nor shall acceptance of such late charge or interest prejudice the right of Landlord to declare a default hereunder or exercise any right or remedy provided herein or at law or in equity.

(b) All sums so expended by Landlord, including attorney's fees, shall bear interest at the default rate provided above from the date of expenditure until paid. This paragraph is not intended to relieve Tenant from any default in failing to meet any payment or performance obligation at the time and in the manner herein specified. All remedies of Landlord specified in this Article or in this Lease shall be cumulative as to each default to the extent allowed by law.

ARTICLE 19. NO REPRESENTATIONS BY LANDLORD

Section 19.01 Neither Landlord nor Landlord's agents have made any representations or promises with respect to the physical condition of the Building or the Premises, the rents, Leases, expenses of operation or any other matter or thing affecting or related to the Premises, except as herein expressly set forth, and no rights easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. Tenant has inspected the Building and the Premises and is thoroughly acquainted with their condition and agrees to take the same "as is" subject to Landlord's Work being Substantially Completed and acknowledges that the taking of possession of the Premises by Tenant shall be conclusive evidence that the said premises and the Building of which the same form a part were in good and satisfactory condition at the time such possession was so taken except as to latent defects.

ARTICLE 20. END OF TERM

Section 20.01 Upon the expiration or other termination of the term of this Lease, Tenant shall quit and surrender to Landlord the Premises, broom clean, in good order and condition, ordinary wear and damages which Tenant is not required to repair as provided elsewhere in this Lease excepted, and Tenant shall remove all its property. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease. If the last day of the term of this Lease or any renewal thereof, falls on Sunday, this Lease shall expire at noon on the preceding Saturday unless it is a legal holiday in which case it shall expire at noon on the preceding Business Day.

ARTICLE 21. QUIET ENJOYMENT

Section 21.01 Landlord covenants that if, and so long as, Tenant pays all of the Rent due under this Lease and keeps, observes and performs each and every term, covenant, agreement, condition and provision of this Lease on Tenant's part to be kept, observed and performed, Tenant may peaceably and quietly enjoy the Premises without hindrance or molestation by Landlord.

ARTICLE 22. LANDLORD DEFAULT; TENANT'S REMEDIES

Section 22.01 Landlord's Default.

Landlord shall not be in default under this Lease unless Landlord fails to perform obligations required of Landlord within thirty (30) days after written notice is delivered by Tenant to Landlord, specifying the obligation which Landlord has failed to perform; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. All obligations of Landlord hereunder shall be construed as covenants, not conditions.

Section 22.02 Tenant's Remedies.

In the event of any default, breach or violation of Tenant's rights under this Lease by Landlord, Tenant may exercise all of Tenant's rights and remedies under this Lease, at law, and in equity, including terminating this Lease. In no event shall Tenant be entitled to consequential, punitive or exemplary damages on account of any Landlord default including, without limitation, lost profits and loss of business damages. If a Landlord default occurs which is not cured within the applicable notice and cure period set forth in Section 22.01 above, then Tenant shall send a second written notice of such default indicating that Tenant intends to exercise its self-help and offset rights under this Lease. If Landlord fails to commence to cure and remedy such default within ten (10) days after Landlord's receipt of such second written notice, then Tenant may, but is not obligated to, remedy and cure such default at Landlord's expense and Landlord shall

reimburse Tenant for tenant's costs and expenses, including reasonable attorney' fees, within thirty (30) days or receipt of an invoice from Tenant. In the event Landlord does not reimburse Tenant within said thirty-day period, Tenant may offset the full undisputed amount due against all fees due and owing by the Tenant until the Tenant is fully reimbursed, together with interest thereon at Prime plus three (3%) percent per annum.

Section 22.03 Non-Recourse.

Notwithstanding anything to the contrary in this Lease, any judgment obtained by Tenant or any of Tenant's parties against Landlord or any Landlord parties shall be satisfied only out of Landlord's equity interest in the Building and the legal parcel of land on which it sits. Neither Landlord nor any Landlord parties shall have any personal liability for any matter in connection with this Lease or its obligations as Landlord of the Premises, except as provided above. Tenant shall not institute, seek or enforce any personal or deficiency judgment against Landlord or any Landlord parties, and none of their property shall be available to satisfy any judgment hereunder, except as provided in this Section 22.03.

ARTICLE 23. NO WAIVER

Section 23.01 No act or thing done by Landlord or Landlord's agents during the Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys of the Premises prior to the termination of this Lease. The delivery of keys to any employee of Landlord or of Landlord's agents shall not operate as a termination of this Lease or a surrender of the Premises. In the event Tenant at any time desires to have Landlord sublet the Premises for Tenant's account, Landlord or Landlord's agents are authorized to receive said keys for such purpose without releasing Tenant from any of the obligations under this Lease, and Tenant hereby relieves Landlord of any liability for loss of or damage to any of Tenant's effects in connection with such subletting.

Section 23.02 The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease, or any of the Rules and Regulations set forth hereafter adopted by Landlord, shall not prevent a subsequent act, which would have originally constituted a violation, from having all of the force and effect of an original violation. The receipt of Landlord of Fixed Rent, Escalation Rent, or Additional Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. The failure of Landlord to enforce any of the Rules and Regulations set forth, or hereafter adopted, against Tenant or any other tenant in the Building shall not be deemed a waiver of any such Rules and Regulation. No provision of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Fixed Rent or other item of Rental herein stipulated shall be deemed to be other than on account of the earliest stipulated Fixed Rent or other item of Rental

herein stipulated, or as Landlord may elect to apply same, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Fixed Rent or other item of Rental be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Fixed Rent or other item or Rental or pursue any other remedy in this Lease provided.

ARTICLE 24. AFFIRMATIVE WAIVERS

Section 24.01 Waiver of Redemption.

TENANT, ON BEHALF OF ITSELF AND ANY AND ALL PERSONS CLAIMING THROUGH OR UNDER TENANT, DOES HEREBY WAIVE AND SURRENDER ALL RIGHTS AND PRIVILEGES WHICH IT, THEY OR ANY OF THEM MIGHT HAVE UNDER OR BY REASON OF ANY PRESENT OR FUTURE LAW, TO REDEEM THE PREMISES OR TO HAVE A CONTINUANCE OF THIS LEASE AFTER BEING DISPOSSESSED OR REJECTED THEREFROM BY PROCESS OF LAW OR UNDER THE TERMS OF THIS LEASE OR AFTER THE TERMINATION OF THIS LEASE AS PROVIDED IN THIS LEASE.

Section 24.02 Waiver of Jury Trial.

TENANT HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY OR AGAINST TENANT ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, AND TENANT'S USE OR OCCUPANCY OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, ANY CLAIM OF INJURY OR DAMAGE, AND ANY EMERGENCY AND OTHER STATUTORY REMEDY WITH RESPECT THERETO.

ARTICLE 25. INABILITY TO PERFORM

Section 25.01 Except as provided in Article 10 with respect to damage to the Premises arising from fire or other casualties and in Article 11 with respect to condemnation, this Lease and the obligation of Tenant to pay Fixed Rent, Escalation Rent and Additional Rent and other Rentals hereunder shall in no way be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this Lease expressly or impliedly to be performed by Landlord. In the event either party is unable to make, or is delayed in making any repairs, additions, alterations, improvements or decorations or is unable to supply or is delayed in supplying any equipment or fixtures, if such party is prevented or delayed from so doing by reason of strikes, labor troubles, accidents, governmental preemption in connection with a national emergency, Requirements of Law, Tenant Delays, conditions of supply and demand which have been or are affected by war, other emergency, fire or other casualty, adjustment of insurance claims, acts of God, or any other similar or dissimilar cause beyond Landlord's reasonable control (collectively, "**Unavoidable Delays**"), such party shall endeavor to promptly notify the other of any Unavoidable Delays which prevents such party from fulfilling any of its obligations under this Lease but failure to do shall in no event impair the operation of the

provisions of this Article 25. It is hereby acknowledged and agreed by the parties that, any time limits required to be met by either party hereunder, whether specifically made subject to Unavoidable Delays or not, except those related to the payment of Fixed Rent, Escalation Rent and Additional Rent, as indicated above, will, unless specifically stated to the contrary elsewhere in this Lease, be automatically extended by the number of days by which any required performance is delayed due to such Unavoidable Delays.

ARTICLE 26. ESCALATIONS

Section 26.01 Definitions.

For the purposes of this Lease, the following terms shall have the meanings set forth below:

(a) **"Assessed Valuation"** shall mean the amount for which the Real Property is assessed pursuant to applicable provisions of the Yonkers City Charter and of the Administrative Code of the City of Yonkers for the purpose of imposition of Taxes for such Tax Year.

(b) **"Base Operating Year"** shall mean the Calendar Year commencing on January 1, 2026 and ending on December 31, 2026.

(c) **"Base Taxes"** shall mean the Taxes, as finally determined and fully assessed, for the fiscal year commencing on July 1, 2025 and ending on June 30, 2026 for city taxes and January 1, 2026 for county taxes.

(d) **"Capital Improvements"** shall mean alterations, repairs, improvements, equipment or machinery installed (i) by reason of Requirements of Law or (ii) for the purpose of reducing energy consumption or reducing other Operating Expenses or improving the safety of the Building, whether structural, ordinary or extraordinary, foreseen or unforeseen, and whether or not required by this Lease, amortized over the lesser of the useful life of such repair, replacement, equipment or improvement, provided, however, with respect to any capital improvement and/or any machines or equipment which is made or becomes operational after the Commencement Date, and which has the effect of reducing the expenses which otherwise would be included in Operating Expenses, the amount included in Operating Expenses in any Operating Year until such improvement and/or machinery or equipment has been fully amortized or depreciated, as the case may be, shall be the lesser of (x) the amortization or depreciation, as the case may be, of such capital improvement and/or machinery or equipment, which would have been included in Operating Expenses pursuant to the foregoing provisions or (y) the amount of savings, as estimated by Landlord, resulting from the installation and operation of such improvement and/or machine or equipment.

(e) **"Operating Expenses"** shall mean the aggregate of all costs and expenses (and taxes, if any, thereon) paid or incurred by or on behalf of Landlord in respect of the maintenance,

operation, repair, replacement, improvement, insuring, equipping, cleaning and security of the Real Property, including the costs of:

(i) gas, oil, steam, water, sewer rental, common area electricity, as indicated by meter; (h) HVAC and other utilities furnished to the Building and utility taxes; (c) elevator and public area maintenance and cleaning; (d) painting and decoration; (e) regular cleaning costs for the Premises, including the windows, sidewalks and plazas, and the costs of all labor, supplies, equipment and materials incidental thereto; (f) rubbish removal; (g) snow and ice removal, sanding and salting; (h) security; (i) depreciation of hand tools and other movable equipment; (i) maintenance of conduits in the Building; (k) flood, fire, extended coverage, boiler and machinery, sprinkler apparatus, public liability and property damage, loss of rental, fidelity and plate glass insurance and any other insurance maintained by Landlord; (l) wages, salaries, bonuses and all other benefits and expenses respecting employees of Landlord (or its agents) up to the Agent level; (m) uniforms and working clothes for such employees and the cleaning and replacement thereof; (n) expenses imposed on Landlord pursuant to Requirements of Law or to any collective bargaining agreement with respect to such employees; (o) workmen's compensation insurance, payroll, social security, unemployment and other similar employment taxes with respect to such employees; (p) any Building security or other system; (q) charges of independent contractors; (r) repairs, replacements and improvements to all Building Systems and facilities and other portions of the Building, window washing equipment and snow removal equipment; (s) Capital Improvements; (t) salaries of bookkeepers and accountants, provided that to the extent that Landlord employs the services of any such persons at the Building and at additional locations other than the Building, then only a pro rata allocation (based on an equitable time allocation) of the foregoing expenses incurred on behalf of the Building shall be included in Operating Expenses; (u) professional and consulting fees, including legal and accounting fees and disbursements related to enforcing this Lease (and exclusive of fees and disbursements to attorneys in applying for reduction of Taxes which shall be included in "Taxes" as provided below); (v) association fees or dues; (w) telephone and stationery and (x) management fees for the management of the Real Property (capped at 3% of gross revenues collected in connection with the Building).

(ii) The following shall be excluded from Operating Expenses: (a) Taxes, and any franchise, inheritance, estate, gift, succession or income taxes (but not sales or use taxes) or other taxes imposed upon the profit or income of Landlord; (b) interest and amortization on Mortgages and fixed rent on Superior Leases; (c) leasing commissions, advertising expenses and other expenses incurred in connection with the leasing of space in the Building; (d) Capital Improvements except as provided in this Article 26; (e) the cost of electrical energy furnished directly to Tenant and other tenants of the Building for rentable space in the Building; (f) the cost of tenant installations and decorations incurred in connection with preparing space for an existing or new tenant; (g) legal fees incurred in connection with the negotiation of any space lease in the

Building; (h) refinancing costs; (i) the depreciation on the Building and equipment; (j) any repairs or work performed to any portion of the Building, improvement or premises intended to be occupied by individual tenants and which is not a common area or the cost of providing any service that is not provided to all tenants of the building; (k) items for which Landlord receives reimbursements from other sources or is otherwise reimbursed under this Lease; (l) debt service or other payments on mortgages or notes or amounts set aside for reserve or escrow requirements of any mortgage or cost and expense of financing, refinancing, disposition or transfer of the real property or building; (m) ground rents, if any; (n) expenses for repairs and other work occasioned by fire, windstorm or other insured casualties or costs of any repair, restoration or replacements to the extent that Landlord receives insurance premiums therefor; (o) expenses incurred in connection with the enforcement of leases, disputes with tenants (including Tenant) including, but not limited to, legal fees and disbursements; (p) costs and expenses incurred with Hazardous Materials, provided that same are not occasioned by Tenant's use thereof; (q) costs and expenses in connection with pre-existing violations or costs of curing any violations or of any compliance with any requirement of any governmental authority, provided that same is not occasioned by Tenant's unauthorized actions or unauthorized use of the Premises; (r) salaries, compensation and benefits of any personnel employed by Landlord in a supervisory, managerial or administrative capacity; and (s) utility costs, interest, income, taxes, including franchise taxes or excess profits taxes, insurance, costs of maintaining the Landlord's corporate existence and other costs payable by tenants to the extent that the inclusion of these costs would be duplicative.

(iii) If Landlord shall not furnish any particular items of work or service (which would otherwise constitute an Operating Expense hereunder) to portions of the Building due to the fact that (a) such portions are not occupied or leased, (b) such items of work or service is not required or desired by the tenant of such service, (c) such tenant is itself obtaining and providing such item of work or service, or (d) for other reasons, then, for the purposes of computing Operating Expenses, the amount of such item and for such period shall be deemed to be increased by an amount equal to the additional costs and expenses which would reasonably have been incurred during such period by Landlord if it had at its own expense furnished such item of work or services to such portion of the Building to such tenant.

(iv) Any insurance proceeds received with respect to any item previously included as an Operating Expense shall be deducted from Operating Expenses for the Operating Year in which such proceeds are received.

(v) In determining the amount of Operating Expenses for any Operating Year (including the Base Operating Year), if less than 100% of the Building rentable area shall have been occupied by tenant(s) at any time during any such Operating Year, Operating Expenses shall be determined for such Operating Year to be an amount equal to the like

expenses which would normally be expected to be incurred had 95% of the rentable areas been occupied throughout such Operating Year.

(f) **"Operating Statement"** shall mean a statement setting forth Landlord's calculation of Tenant's Operating Payment payable for an Operating Year pursuant to the provisions of this Article 26.

(g) **"Operating Year"** shall mean a twelve-month period commencing on January 1 and ending on the succeeding December 31 for any part or all of which Escalation Rent shall be payable pursuant to this Article 26.

(h) **"Taxes"** shall mean the aggregate amount of real estate taxes and any general or special assessments (exclusive of penalties and interest thereon) imposed upon the Real Property (including, without limitation, (i) assessments made upon or with respect to any "air" and "development" rights now or hereafter appurtenant to or affecting the Real Property, (ii) any fee, tax or charge imposed by any Governmental Authority for any vaults, vault space or other space within or outside the boundaries or the Real Property which are not paid by the occupant or user thereof, and (iii) any assessments levied after the date of this Lease for public benefits to the Real Property or the Building); provided, that if because of any change in the taxation of real estate, any other tax or assessment, however denominated (including, without limitation, any franchise, income, profit, sales, use, occupancy, gross receipts or rental tax) is imposed upon Landlord or the owner of the Real Property or the Building, or the occupancy, rents or income therefrom, in substitution for or in lieu of or in addition to any of the foregoing Taxes, such other tax or assessment shall be deemed part of Taxes computed as if Landlord's sole asset were the Real Property (it being acknowledged and agreed that any franchise, income, profit, sales, use, occupancy, gross receipts or rental tax which is unique to Landlord and which is not related to the Real Property shall be excluded from Taxes). With respect to any Tax Year, all expenses, including reasonable attorneys' fees and disbursements, experts' and other witnesses' fees, incurred in contesting the validity or amount of any Taxes or in obtaining a refund of Taxes shall be considered as part of the Taxes for such Tax Year. Except as set forth in the provision above with respect to changes in taxation, Taxes shall not be deemed to include (x) any taxes on Landlord's income or profit, (y) franchise taxes, or (z) gift, succession, estate or inheritance taxes, interest or penalties incurred by Landlord as a result of late payments of Taxes.

(i) **"Tax Payment Date"** shall mean December 1st and June 1st of each year, subject to revision in accordance with Section 26.02(b).

(j) **"Tax Payment Installment"** shall mean each installment on account of Tenant's Tax Payment which is due on a Tax Payment Date, which as of the date hereof shall mean two equal installments payable on December 1st and June 1st of each year, subject to revision in accordance with Section 26.02(b).

(k) **"Tax Statement"** shall mean a statement, as the same may be revised from time to time by Landlord, setting forth Landlord's calculation of the Tax Payment or Tentative Monthly Tax Charge, as applicable, due for a Tax Year pursuant to the provisions of this Article 26.

(l) **"Tax Year"** shall mean the period January 1 - December 31 for County Taxes and July 1 - June 30 for City of Yonkers taxes.

(m) **"Tentative Monthly Tax Charge"** shall mean a sum equal to one-sixth (1/6th) of Landlord's good faith estimate of Tenant's Tax Payment Installment coming due on the next ensuing Tax Payment Date; provided, however, that if the number of installments in which Taxes are payable shall be modified to be other than the two semi-annual installments, then the fraction of 1/6 shall be appropriately revised so that the denominator thereof shall properly reflect the number of months of the Tax Year which shall be covered by each Tax Payment Installment.

(n) **"Tenant's Operating Share"** and **"Tenant's Tax Share"** shall mean 16.66% percent, which percentage was calculated based on the ratio between the total square footage of the Premises and the total square footage of the Building. The Tenant's Operating Share and Tenant's Tax Share may be increased or decreased pursuant to the terms hereof.

Section 26.02 Tenant's Tax Payment.

(a) Tenant shall pay to Landlord as Additional Rent for each Tax Year or partial Tax Year (occurring on and after the Commencement Date) throughout the Term an amount equal to (i) Tenant's Tax Share multiplied by (ii) the amount by which the Taxes payable for such Tax Year exceed the Base Taxes (the **"Tax Payment"**) as shown on the Tax Statements rendered to Tenant from time to time with respect to such Tax Year as hereinafter provided. The Taxes shall be computed initially on the basis of the Assessed Valuation in effect at the time the Tax Statement is rendered (as the Taxes may have been settled or finally adjudicated prior to such time) regardless of any then pending application, proceeding or appeal respecting the reduction of any such Assessed Valuation, but shall be subject to subsequent adjustment as provided in Section 26.02(d).

(b) At any time during or after the Term, Landlord may render to Tenant a Tax Statement or Tax Statements showing Landlord's calculation of (i) the Tax Payment for such Tax Year and/or any prior Tax Year and/or (ii) the Tentative Monthly Tax Charge payable on account of the Tax Payment. Tenant shall pay to Landlord on the first day of each month during the Term from and after the Commencement Date, the Tentative Monthly Tax Charge, as specified by Landlord in a Tax Statement rendered to Tenant. Tenant shall pay to Landlord on each Tax Payment Date the Tax Payment Installment which is due on each such date, as shown on the Tax Statement rendered by Landlord to Tenant, less the sum of the Tentative Monthly Tax Charges theretofore or then being paid by Tenant on account of such Tax Payment Installment which is then due and payable. If Landlord is required to pay Taxes on any other date or dates than as presently

required by the Governmental Authority imposing the same by virtue of the requirement of such Governmental Authority or those of the holder of any Mortgage or Superior Lease, if applicable, then the Tax Payment Dates and the number of Tax Payment Installments shall be correspondingly revised so that the Tax Payment or Tax Payment Installments, as applicable, are due at least thirty (30) days prior to the date the corresponding payment is due to the Governmental Authority or the holder of such Mortgage or Superior Lease, as the case may be. If the Tax Year established by the City of Yonkers and County of Westchester shall be changed, any Taxes for the Tax Year prior to such change which are included within the new Tax Year and which were subject of a prior Tax Statement shall be apportioned for the purpose of calculating the Tax Payment payable with respect to such new Tax Year. Landlord's failure to render a Tax Statement during or with respect to any Tax Year shall not prejudice Landlord's right to render a Tax Statement during or with respect to any subsequent Tax Year, and shall not eliminate or reduce Tenant's obligation to make Tax Payments pursuant to this Article 26 for such Tax Year except as provided in the first sentence of this Section 26.02(b) with respect to the end of the Term. Whenever so requested, but no more than once a year, Landlord shall timely furnish Tenant with a reproduced copy of the tax bill (or receipted bill) for the Taxes for the current or next succeeding Tax Year (if theretofore issued by the Governmental Authority) but Landlord's failure to do so shall in no event impair or affect Tenant's obligation to make its Tax Payments in accordance with the terms hereof.

(c) The Tax Payment shall be prorated for any partial Tax Year in which the Commencement Date or Expiration Date shall occur to correspond to that portion of such Tax Year occurring from and after or before and ending on such dates, as applicable, within the Term. If the amounts paid by Tenant pursuant to this Section 26.02 on account of any Tax Payment Installment shall be less than the amount of such Tax Payment Installment as shown on the most recent Tax Statement rendered by Landlord, Tenant shall, within ten (10) Business Days thereafter, pay to Landlord an amount equal to the amount of any underpayment of such Tax Payment Installment and, in the event of an overpayment, Landlord shall credit against subsequent Tax Payments the amount of Tenant's overpayment. Any amount owing to Tenant subsequent to the Term shall be paid to Tenant within ten (10) Business Days after a final determination has been made of the amount due to Tenant, which final determination shall be made by Landlord within a reasonable period of time following the Expiration Date.

(d) Only Landlord shall be eligible to institute tax reduction or other proceedings to reduce the Assessed Valuation. In the event that after a Tax Statement has been sent to Tenant an Assessed Valuation which had been utilized in computing the Taxes for a Tax Year is reduced (as a result of settlement, final determination of legal proceedings or otherwise), and as a result thereof a refund of Taxes is actually received by or on behalf of Landlord, then, promptly after receipt of such refund, Landlord shall send by notice to Tenant a Tax Statement adjusting the Taxes for such Tax Year and setting forth Tenant's Tax Share of such refund and Tenant shall be entitled to receive such Tenant's Tax Share of such refund by way of a credit against the Tax Payment next becoming due after the sending of such Tax Statement, provided, however, that Tenant's Tax Share of such refund shall be limited to the portion of the Escalation Rent, if any,

which Tenant had theretofore paid to Landlord attributable to increases in Taxes for the Tax Year to which the refund is applicable on the basis of the Assessed Valuation before it had been reduced and shall be reduced by Tenant's Tax Share of any and all costs and expenses associated with such proceedings.

Section 26.03 Tenant's Operating Share.

(a) Tenant shall pay as Additional Rent for each Operating Year or partial Operating Year (occurring on and after the Commencement Date) throughout the Term an amount equal to (i) Tenant's Operating Share multiplied by (ii) the amount by which Operating Expenses for such Operating Year exceed the Operating Expenses for Base Operating Year (each, a "**Tenant's Operating Payment**") as hereinafter provided. Notwithstanding anything to the contrary in the Lease, all controllable Operating Expenses (Operating Expenses except real estate taxes, utilities, insurance, snow removal, and union contracts) shall not increase more than three percent (3%) on a cumulative and compounding basis per year during the Lease Term.

(b) At any time during or after the term of this Lease, Landlord may render by notice to Tenant an Operating Statement or Statements showing Landlord's calculation of Tenant's Operating Payment for such Operating Year and/or any prior Operating Year, which statement shall set forth the Operating Expenses in reasonable detail. Landlord's failure to render an Operating Statement during or with respect to any Operating Year in question shall not prejudice Landlord's right to render an Operating Statement during or with respect to any other Operating Year, and shall not eliminate or reduce Tenant's obligation to pay Tenant's Operating Payment pursuant to this Article 26 for such Operating Year or any other Operating Year.

(c)

(i) On the first day of the month following the month in which Tenant is furnished an Operating Statement, Tenant shall pay to Landlord a sum equal to one-twelfth (1/12th) of Tenant's Operating Payment shown thereon to be due for the preceding Operating Year multiplied by the number of months (and any fraction thereof) of the term of the Lease then lapsed since the commencement of such Operating Year in which such Operating Statement is delivered and thereafter, commencing with the then current monthly installment of Fixed Rent and continuing monthly thereafter until rendition of the next succeeding Operating Statement, Tenant shall pay on account of Tenant's Operating Payment for such Operating Year an amount equal to one-twelfth (1/12th) of Tenant's Operating Payment shown thereon to be due for the preceding Operating Year. Any Tenant's Operating Payment shall be collectible by Landlord in the same manner as Fixed Rent.

(ii) Following the rendering of each Operating Statement a reconciliation shall be made as follows: Tenant shall be debited with any Tenant's Operating Payment shown on such Operating Statement and credited with the amounts, if any, paid by Tenant on account in accordance with the provisions of Section 26.03(c)(i) for the

Operating Year in question. Tenant shall pay any net debit balance to Landlord within ten (10) Business Days after rendition by Landlord of an invoice for such net debit balance, and any net credit balance shall be applied against the Tenant's Operating Payment next becoming due.

(d)

(i) As used in this Section 26.03(d), (1) the term "**Tentative Monthly Escalation Charge**" shall mean a sum equal to 1/12th of Tenant's Operating Share multiplied by Landlord's reasonable estimate of Operating Expenses for the Current Operating Year, and (2) the term "**Current Operating Year**" shall mean the Operating Year in which a demand is made upon Tenant for payment of a Tentative Monthly Escalation Charge.

(ii) At any time in any Operating Year, Landlord, at its option, in lieu of the payments required under Section 26.03(c)(i), may by notice to Tenant demand and collect from Tenant, as Additional Rent, a sum equal to the Tentative Monthly Escalation Charge multiplied by the number of months in said Operating Year preceding such demand (less any amounts theretofore paid by Tenant on account of the Tenant's Operating Payment for such Operating Year), and thereafter, commencing with the month in said Operating Year, the monthly installments of Fixed Rent shall be deemed increased by the Tentative Monthly Escalation Charge. Any amount due to Landlord under this Section 26.03(d) may be included by Landlord in any Operating Statement rendered to Tenant as provided in Section 26.03(b).

(iii) After the Current Operating Year and at any time that Landlord renders an Operating Statement or Statements to Tenant as provided in Section 26.03(b), the amounts, if any, collected by Landlord from Tenant under this Section 26.03(d) on account of the Tentative Monthly Escalation Charge shall be adjusted, and, if the amount so collected is less than or exceeds the amount actually due under said Operating Statement for the Operating Year, a reconciliation shall be made in the same manner as provided in Section 26.03(c)(ii). Any amount owing to Tenant subsequent to the term of the Lease shall be paid to Tenant within ten (10) Business Days after a final determination has been made of the amount due to Tenant.

Section 26.04 Operating Statement Binding. Right to Audit

(a) Any Operating Statement sent to Tenant shall be conclusively binding upon Tenant unless, within sixty (60) days after such Operating Statement is sent, unless Tenant shall send a notice to Landlord within said sixty (60) period objecting to such Operating Statement and specifying the respects in which such Operating Statement is disputed. At Tenant's request, Landlord shall provide Tenant with reasonable supporting information relating to the Operating Statement. If such dispute is not resolved between Landlord and Tenant within thirty (30) days thereafter, then if such notice is sent, provided Tenant shall pay to Landlord the amount shown to be due to Landlord on the disputed Operating Statement, either party may refer the decision of the issues raised to a reputable independent firm of certified public accountants selected by Landlord and reasonably acceptable to Tenant (it being understood that Landlord's books and records are confidential), and the decision of such accountants shall be conclusive and binding upon the parties. The fees and expenses involved in such decision shall be borne by the unsuccessful party (and if both parties are partially unsuccessful, the accountants shall apportion the fees and expenses between the parties based on the relative degree of success of each party.)

Section 26.05 Minimum Payment.

Anything in this Article 26 to the contrary notwithstanding, under no circumstances shall the Tax Payment for any Tax Year or Tenant's Operating Payment for any Operating Year be less than zero, nor shall the Rental payable under this Lease be less than the Fixed Rent set forth in this Lease.

Section 26.06 Survival.

The expiration or termination of this Lease during any Operating Year or any Tax Year shall not affect the rights or obligations of the parties hereto respecting payments of Tenant's Operating Payment or the Tax Payment and any Operating Statement or Tax Statement may be sent to Tenant subsequent to, and all such rights and obligations shall survive, any such expiration or termination. In determining the amount of Tenant's Operating Payment or the Tax Payment for the Operating Year or Tax Year in which the Term shall expire, the payment of Tenant's Operating Payment or the Tax Payment for such Operating Year or Tax Year shall be prorated based on the number of days of the Term which fall within such Operating Year or Tax Year. Any payments due under such Operating Statement or Tax Statement shall be payable within ten (10) Business Days after such statement is sent to Tenant.

ARTICLE 27. PARTNERSHIP TENANT

Section 27.01 If Tenant is or will be a partnership (or is comprised of two (2) or more persons, individually or as co-partners of a partnership) or if Tenant's interest in this Lease shall be validly assigned to a partnership or to two (2) or more persons, individually or as co-partners of a partnership (any such partnership and such persons are referred to in this paragraph as "**Partnership Tenant**"), the following provisions shall apply to each Partnership Tenant: (i) the liability of each of the parties comprising Partnership Tenant shall be joint and several, and (ii)

each of the parties comprising Partnership Tenant hereby consents in advance to, and agrees to be bound by, any modifications of this Lease which may hereafter be made and by any notices, demands, requests or other communications which may hereafter be given by Partnership Tenant or any of the parties comprising Partnership Tenant, and (iii) any bills, statements, notices, demands, requests or other communications given or rendered to Partnership Tenant or to any of the parties comprising Partnership Tenant shall be deemed given or rendered to Partnership Tenant and to all such parties and shall be binding upon Partnership Tenant and all such parties, and (iv) if partnership Tenant shall admit new partners, all of such new partners shall, by their admission to Partnership Tenant, be deemed to have assumed performance of all of the terms, covenants and conditions of this Lease on Tenant's part or be observed and performed, and (v) Partnership Tenant shall give prompt notice to Landlord of the admission of any such new partners, and upon demand of Landlord, shall cause each such new partner to execute and deliver to Landlord an agreement in form satisfactory to Landlord, wherein each new partner shall assume performance of all the terms, covenants and conditions of this Lease on Tenant's part to be observed and performed (but neither Landlord's failure to request any such agreement nor the failure of any such new partner to execute and deliver any such agreement to Landlord shall vitiate any of the provisions of this Article).

ARTICLE 28. BILLS AND NOTICES

Section 28.01 Bills and Notices.

Except as otherwise expressly provided in this Lease, any bills, statements, consents, 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 delivered by hand (against an affidavit of delivery) or delivered by a nationally recognized overnight courier (against a receipt of delivery) or delivered through registered or certified mail (return receipt requested) addressed:

If to Landlord to: 86 Main St Yonkers AMS LLC
 1 Bridge Plaza North, Suite 840,
 Fort Lee, NJ 07024

with a copy to: Rothman Law PLLC
 555 Madison Avenue, 23rd Floor
 New York, New York 10022
 Attn: Daniel Rothman, Esq.

If to Tenant to: Westchester County Department of Health
 11 Martine Avenue
 White Plains, NY 10606
 Attention: Commissioner

with a copy to: Westchester County Attorney

148 Martine Avenue, 6th Floor
White Plains, NY 10601

And to: Director of Countywide Administrative Services and Real Estate
Office of the County Executive
148 Martine Avenue, 9th Floor
White Plains, NY 10601
Attention: Christopher Steers

or to such other address(es) and with such other copies as either Landlord or Tenant may reasonably designate as its new address(es) or additional address(es) for such purposes by notice given to the other in accordance with the provisions of Article 28. Any such bill, statement, consent, notice, demand, request or other communication shall be deemed to have been rendered or given (a) on the date it shall have been delivered, if delivered by hand or by reputable overnight delivery courier or (b) on the fifth (5th) day after mailing as provided above.

Section 28.02 Landlord's Agent.

Unless Landlord shall render written notice to Tenant to the contrary, the Agent is authorized to act as Landlord's agent in connection with the performance of this Lease, including, without limitation, the delivery of any and all notices and consents. Tenant shall be entitled to rely upon correspondence received from the Agent, as agent for Landlord. Tenant acknowledges that Agent is acting solely as agent for Landlord in connection with foregoing; and Agent and its direct and indirect partners, officers, shareholders, directors and employees shall have no liability to Tenant in connection with the performance of this Lease and Tenant waives any and all claims against any such party arising out of, or in any way connected with, this Lease or the Real Property. Each party may have counsel deliver notices to each other with the same force and effects as if given by the party represented by such counsel.

ARTICLE 29. HAZARDOUS MATERIALS

Section 29.01 Tenant's representations

Tenant and its agents, employees, invitees and contractors shall not use, handle, manufacture, store or dispose of any Hazardous Materials on, under or about the Premises (except cleaning fluids of a type customarily used by tenants occupying space comparable to the Premises and used by Tenant for purposes of cleaning and maintaining the Premises, or listed on Schedule B ("**Permitted Materials**") and approved by Landlord in writing, which Permitted Materials shall be used, handled, stored and disposed of in accordance with all Requirements of Law and otherwise in a safe manner). If Landlord, in its sole but reasonable discretion, believes that the Premises have become contaminated with any Hazardous Materials used, manufactured, stored or disposed of by Tenant, Landlord, in addition to its other rights under this Lease, may enter upon the Premises and obtain samples from the Premises, for the purpose

of analyzing the same to determine whether and to what extent the Premises have become so contaminated and Tenant shall reimburse Landlord for the reasonable cost of such inspection, sampling and analysis, provided that such contamination is determined to exist as a result of the negligent acts or omissions of Tenant, Tenant's subtenants, agents, employees, invitees or licensees, or which arise out of any work, labor, service or equipment done for or supplied to Tenant or any subtenant or arising out of the installation, use or operation of the property or equipment of Tenant or any subtenant. Tenant shall also reimburse Landlord for the reasonable costs of such inspection, sampling and analysis conducted in other portions of the Building if Hazardous Materials are present therein due to the negligent acts or omissions of Tenant's subtenants, agents, employees, invitees or licensees, or which arise out of any work, labor, service or equipment done for or supplied to Tenant or any subtenant or arising out of the installation, use or operation of the property or equipment of Tenant or any subtenant. If Landlord determines, in its sole but reasonable discretion, that the Premises or the Building are so contaminated, then, upon Landlord's request, Tenant shall, at its sole cost and expense, immediately remove such Hazardous Materials in compliance with all Requirements of Law and to the reasonable satisfaction of Landlord. Notwithstanding the preceding sentence, in the event Tenant does not commence action to remove such Hazardous Materials, Landlord shall have the right to remove any such Hazardous Materials, upon not less than twenty-four (24) hours prior notice to Tenant (provided that no notice shall be necessary in the event of an emergency), and the costs thereof, provided such costs represent actual costs and expenses, shall be deemed Additional Rent. Tenant shall, within fifteen (15) Business Days after demand is made therefor, together with supporting documentation, reimburse Landlord for such costs, together with interest thereon at the Applicable Rate from the date following such fifteen (15) Business Days period until the date of payment by Tenant.

Section 29.02 Landlord's representations

Landlord will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any Hazardous Materials or conditions or concerns as may now or at any time hereafter be in effect at the Building and/or the Property affecting the Premises or access thereto, unless such Hazardous Materials or conditions or concerns are caused by the specific activities or negligence of Tenant, Tenant's employees, contractors or agents in the Premises or elsewhere at the Property. To the extent such Hazardous Materials exist in violation of environmental laws, Landlord, shall, at its sole cost and expense, take all reasonable action necessary to test, identify and monitor any such Hazardous Material or environmental or industrial hygiene conditions or concerns and to remove and/or dispose of such Hazardous Material or other environmental or industrial hygiene conditions or concerns from the Property and dispose of the same and restore the Property to the condition existing prior to such any environmental or industrial hygiene conditions or concerns, and/or to remedy any Requirement of Law, all in accordance with applicable federal, state and local statutes, laws, codes, rules, regulations or orders. This provision shall survive the termination of this Lease.

ARTICLE 30. BROKERS

Section 30.01 Tenant represents that it has dealt with no broker in connection with this transaction other than: RM Friedland and Rand Commercial (the "**Broker**") and Landlord will pay Broker a commission pursuant to the terms of a separate agreement (the "**Broker Fee**"). Tenant hereby indemnifies and agrees to hold Landlord harmless from any claim for brokerage commission made by any party other than the Broker claiming to act for or on behalf of Tenant in this transaction. Landlord shall have no liability to any brokerage commissions arising out of a sublease or assignment by Tenant. The provisions of this Article shall survive the expiration or sooner termination of this Lease.

ARTICLE 31. ADJACENT EXCAVATION-SHORING

Section 31.01 If an excavation shall be made upon land adjacent to the Premises or shall be authorized to be made Tenant shall afford to the person causing or authorized to cause such excavation license to enter upon the Premises for the purpose of doing such work as said person shall deem necessary to preserve the wall or the Building of which Premises form a part from injury or damage and to support the same by proper foundations without any claim for damages or indemnity against Landlord or diminution or abatement of rent.

ARTICLE 32. RENT CONTROL

Section 32.01 If at the commencement of, or at any time or times during the Term, the Rental reserved in this Lease shall not be fully collectible by reason of any Requirements of Law, Landlord may at its option: (i) require Tenant to enter into such agreements and take such other steps as Landlord may request and as may be legally permissible to permit Landlord to collect the maximum rents which may from time to time during the continuance of such legal rent restriction be legally permissible (and not in excess of the amounts reserved therefor under this Lease); or (ii) terminate this Lease by not less than sixty (60) days' written notice to Tenant on a date set forth in said notice, in which event this Lease and the term hereof shall terminate and come to an end on the date fixed in said notice as if the said date were the date originally fixed herein for the termination of the demised term. Landlord shall not have the right to so terminate this Lease if Tenant within such period of sixty (60) days shall in writing lawfully agree that the rental herein reserved is a reasonable rental and agree to continue to pay said rental, and if such agreement by Tenant shall then be legally enforceable by Landlord.

Section 32.02 Upon the termination of such legal rent restriction prior to the expiration of the Term, (a) the Rental shall become and thereafter be payable hereunder in accordance with the amounts reserved in this Lease for the periods following such termination and (b) Tenant shall pay to Landlord, if legally permissible, an amount equal to (i) the items of Rental which would have been paid pursuant to this Lease but for such legal rent restriction less (ii) the rents paid by Tenant to Landlord during the period or periods such legal rent restriction was in effect.

ARTICLE 33. NON-LIABILITY; HOLD HARMLESS AND INDEMNITY

Section 33.01 Tenant shall indemnify and hold Landlord and all other Indemnities harmless and any fee owner and any Mortgagee and Headlessor under any Superior Lease (disclosed or undisclosed), and their respective contractors, agents and employees, licensees, and invitees, from and against any and all liability statutory or otherwise, any and all loss, claims, suits, demand, damages, judgments, costs, interest and expenses (including, but not limited to, counsel fees and disbursements incurred in the defense of any action or proceeding), to which they may be subject or which they may suffer by reason of, or by reason of any claim for, any injury to, or death of, any person or persons (including, without limitation, Landlord, its agents, contractors, employees, licensees and invitees) or damage to property (including any loss of use thereof) directly arising out of (i) Tenant's use or occupancy of the Premises or any person claiming under Tenant, the common facilities of the Building (or any portion thereof), or the conduct of Tenant's practice and/or business, or (ii) any activity, work or other thing done, permitted or suffered by Tenant in or about the Building or the Premises, or any part thereof, or (iii) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of the Lease not cured within any grace or cure period or (iv) any negligent acts or omissions of Tenant, or any officer, agent, employee, contractor, servant, licensee, invitee or guest of Tenant in or about the Premises or the Real Property, either prior to, during or after the expiration of, the term, but in each case only to the extent of the negligence of Tenant, and in each case from and against any and all actual damages, losses, liabilities, lawsuits, judgments, and costs and expenses (including without limitation reasonable expert witness fees and reasonable attorneys' fees) arising in connection with any such claim or claims as described in clauses (i) through (iv) above, or any action or proceeding brought thereon, provided, however, that Landlord waives, to the full extent permitted by law, any claim for consequential damages in connection therewith and specifically with respect to any property damage claims, Tenant and Tenant's officers, agents, employees, contractors, servants, licensees, invitees or guests shall not be liable, to the extent of Landlord's property insurance coverage for any such loss or damage to any property.

Section 33.02 Tenant shall pay to Landlord as Additional Rent, within thirty (30) days following the rendition by Landlord to Tenant of bills or statements thereof, sums equal to all losses, costs, liabilities, claims, damages, fines, penalties and expenses referred to in **Section 33.01** above.

Section 33.03 Landlord shall not be liable for any damage, or loss to property entrusted to Landlord's employees or agents, nor for loss or damage to any property by theft or otherwise, nor for any injury to or death of or damage or loss to persons or property resulting from any accident, casualty or condition occurring in or about the Building or the Premises, or any part thereof, or any equipment, appliances or fixtures therein, or from any other cause whatsoever, unless caused solely by the negligence or willful misconduct of Landlord, and then only to the extent of such negligence, it being understood that no property, other than such as might normally be brought upon or kept in the Premises as incidental to the reasonable use of the Premises for the purposes herein permitted will be brought upon or be kept in the Premises;

provided, however, that even if due to any such negligence of Landlord or Landlord's agents, Tenant waives, to the full extent permitted by law, any claim for consequential damages in connection therewith and Landlord and Landlord's agents shall not be liable, to the extent of Tenant's commercial insurance coverage or self-insurance hereunder, as applicable, for any loss or damage to any person or property. Landlord shall not be liable for (and Tenant hereby waives all claims against Landlord for) any damage, injury or loss to all persons and property in or on the Premises, the Common Facilities or the Building (for any part thereof) caused or occasioned by plumbing, gas, sprinkler, water, roof or other leaks; fire, unless such damage was caused due to a violation by Landlord of any applicable laws, rules or regulations or any term of this Agreement not cured within any grace or cure period; any damage arising from acts or neglect of co-tenants or other occupants of the Building, unless such co-tenants or occupants are in breach of its lease obligations and Landlord failed to require such co-tenants or other occupants of the Building to comply with same, pursuant to the terms of such agreements, or any Landlords or occupants of adjacent or contiguous property; or caused by operations in construction of any private, public or quasi-public work; nor shall Landlord be required to terminate the lease of any such non-performing or breaching tenant.

Section 33.04 Neither any (a) performance by Landlord, Tenant or others of any repairs, alterations or improvements in or to the Real Property, Building or Premises, (b) failure of Landlord or others to make any such repairs or improvements, (c) damage to the Building, Premises or Tenant's property in the Premises, (d) any injury to any persons, caused by other Tenants or persons in the Building, or by operations in the construction of any private, public or quasi-public work, or by any other cause, (e) latent defect in the Building or Premises, nor (f) inconvenience or annoyance to Tenant or injury to or interruption of Tenant's business by reason of any of the events or occurrences referred to in the foregoing subdivisions (a) through (f) shall impose any liability on Landlord or Landlord's agent to Tenant, other than such liability as may be required or imposed upon Landlord by law for Landlord's negligence of Landlord's agents in the operation or maintenance of the Building or for the breach by Landlord of any express or implied covenant of this Lease on Landlord's part to be performed or observed. No representation, guaranty or warranty is made or assurance given that any communications or security systems, devices or procedures of the Building, if any, will be effective to prevent injury to Tenant or any other person or damage to, or loss (by theft or otherwise) of, any of Tenant's property or of the property of any other person, and Landlord reserves the right to discontinue or modify at any time such communications or security systems or procedures at its sole discretion, without liability to Tenant, provided Landlord provides advance notice to Tenant of its intent to discontinue or modify such communications or security systems and works diligently to repair, replace or install existing or new communications or security systems and Tenant shall cooperate with Landlord in connection therewith. Notwithstanding anything contained in this Lease to the contrary, Landlord shall not be responsible for any loss or damage to Tenant's property or property kept on the Premises, including but not limited to valuable items such as cash, unless such loss or damage result from the negligent acts or omissions of Landlord, its employees, contractors or agents.

Section 33.05 Landlord hereby agrees to indemnify and hold Tenant and Tenant's agents and employees harmless from any and all claims, damages, liabilities or expenses (including reasonable attorneys' fees) arising out of any negligence or willful misconduct of Landlord, its agents or employees in the Common Areas, the Building or the Premises.

Section 33.06 If Landlord or a successor in interest is an individual (which term as used herein includes aggregates of individuals, such as joint ventures, general or limited partnerships or associations), such individual shall be under no personal liability with respect to any of the provisions of this Lease. Notwithstanding anything to the contrary contained herein, Tenant shall look only to Landlord's estate in the Premises (or the proceeds thereof) for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of Landlord or its agents, directors, officers, shareholder, partners or principals (disclosed or undisclosed) shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or under law or Tenant's use or occupancy of the Premises or any other liability of Landlord to Tenant.

Section 33.07 In the event of any sale of the Building or any part thereof which includes the Premises, Landlord shall be relieved of all liability under any and all of its covenants and obligations hereunder provided such purchaser or successor in interest shall have assumed and agreed in writing to carry out each and every of the covenants and obligations of Landlord under this Lease, in which event Tenant will look solely to Landlord's successor in interest in and to this Lease. Landlord, upon notice to Tenant of any such sale, may transfer any security deposit to its successors in interest and Landlord will thereupon be discharged from further liability in reference thereto.

Section 33.08 The non-defaulting party hereby waives, to the full extent permitted by law, any claim for loss of profits, lost business opportunities, indirect, incidental, consequential, special or punitive damages, except if any such loss or damage was caused by the gross negligence, intentional misconduct or fraud of the defaulting party.

Section 33.09 The provisions of this Article shall survive the expiration or earlier termination of this Lease.

ARTICLE 34. ADVERTISING AND SIGNS

Section 34.01 Tenant shall not install in the Premises or on or in any portion of the Building any exterior or interior signs, awnings, projections, advertisements, notices, nameplates or lettering (including any changes thereto) and only those window blinds provided to the Premises by Landlord shall be visible from the exterior of the Building without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. All permitted signs shall conform with applicable municipal ordinances and regulations. Landlord shall determine

the appearance of all Buildings directories and signs. Notwithstanding the foregoing, Landlord shall allow Tenant to place signage in the Building lobby, similar to the other tenants in the Building. Landlord shall be responsible for the cost of such Building lobby interior signage. In addition, Landlord shall permit Tenant to have exterior signage on a blade attached to the Building or on the façade, subject to Landlord's approval of a mutually agreed upon design plan not to be unreasonably withheld. Tenant agrees to remove immediately after demand by Landlord, and as often as such demand shall be made, any such sign, display, or other material to which Landlord shall object, and further agrees to discontinue immediately after demand by Landlord, and as often as such demand shall be made, the exhibition or advertisement in or with respect to the Premises or any part thereof, of any article or material, or the manner of exhibition or advertisement of same to which Landlord shall reasonably object. Tenant acknowledges that Landlord's damages resulting from any breach of the provisions of this Article 34 are difficult, if not impossible, to ascertain and concedes that, among other remedies for such breach permitted by law or the provisions of this Lease, Landlord shall be entitled to enjoin Tenant from any violation of said provisions.

ARTICLE 35. PROPERTY OF TENANT

Section 35.01 Fixtures.

All fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of or during the term of this Lease, whether or not by or at the expense of Tenant, shall be and remain a part of the Premises, shall be deemed the property of Landlord and shall not be removed by Tenant, unless Tenant is directed in writing by Landlord to remove such property or except as hereinafter in this Article expressly provided.

Section 35.02 Tenant's Property.

All paneling, movable partitions, lighting fixtures, special cabinet work, other business and trade fixtures, machinery and equipment, communications equipment and office equipment, whether or not attached to or built into the Premises, which are installed in the Premises by or for the account of Tenant, without expense to Landlord, and can be removed without permanent structural damage to the Building, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises, (all of which are sometimes referred to as "**Tenant's Property**") shall be and shall remain the property of Tenant and may be removed by it at any time during the term of this Lease; provided that if any of Tenant's Property is removed, Tenant or any party or person entitled to remove same shall repair or pay the cost of repairing any damage to the Premises or to the Building resulting from such removal. Any equipment or other property for which Landlord shall have granted any allowance or credit to Tenant or which has replaced such items originally provided by Landlord at Landlord's expense shall not be deemed to have been installed by or for the account of Tenant, without expense to Landlord, and shall not be considered Tenant's Property.

Section 35.03 Removal of Tenant's Property.

At or before the Fixed Expiration Date, or the date of any earlier termination of this Lease, or as promptly as practicable after such an earlier termination date, Tenant at its expense, shall remove from the Premises all of Tenant's Property except such items thereof as Tenant shall have expressly agreed in writing with Landlord were to remain and to become the property of Landlord, and shall fully repair any damage to the Premises or the Building resulting from such removal. Notwithstanding the foregoing to the contrary, Tenant shall not be required to restore the Premises or remove any cabling or wiring upon expiration of this Lease. Tenant's obligation herein shall survive the termination of the Lease.

Section 35.04 Abandonment of Property.

Any other items of Tenant's Property (except money, securities and other like valuables) which shall remain in the Premises after the Fixed Expiration Date or after a period of fifteen (15) days following an earlier termination date, may, at the option of Landlord, be deemed to have been abandoned, and in such case either may be retained by Landlord as its property or may be disposed of, without accountability, at Tenant's expense in such manner as Landlord may see fit.

Section 35.05 Limitations of Property.

No property, other than such as might normally be brought upon or kept in the Premises as an incident or ancillary to the reasonable use of the Premises for the purpose herein permitted, will be brought upon or be kept in the Premises.

ARTICLE 36. INTERPRETATION; GOVERNING LAW

Section 36.01 If any of the provisions of this Lease, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 36.02 This Lease shall be governed by and construed in accordance with the laws of the State of New York. Except as expressly provided to the contrary in this Lease, the parties agree that all disputes arising out of or relating to this Lease shall be adjudicated in the State Courts for the State of New York in Westchester County or in the Federal Courts for the Southern District of New York. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. Each covenant, agreement, obligation or other provision of this Lease on either party's part to be performed, shall be deemed and construed as a separate and independent covenant of such party, not dependent on any other provision of this Lease.

Section 36.03 Wherever in this Lease Landlord's consent or approval is required, if Landlord shall refuse such consent or approval, Tenant in no event shall be entitled to make, nor shall Tenant make, any claim, and Tenant hereby waives any claim, for money damages (nor shall Tenant claim any money damages by way of set-off, counterclaim or defense) based upon any claim or assertion by Tenant that Landlord unreasonably withheld or unreasonably delayed its consent or approval. Tenant's sole remedy shall be an action or proceeding to enforce any such provision, for specific performance, injunction or declaratory judgment.

Section 36.04 The obligations of this Lease shall bind and benefit the successors and assigns of the parties with the same effect as if mentioned in each instance where a party is named or referred to, except that no violation of the provisions of Article 12 shall operate to vest any rights in any successor or assignee of Tenant, unless such assignee assumed in writing all obligations of Tenant, and that the provisions of this Article shall not be construed as modifying the conditions of limitation contained in Article 16. However, the obligations of Landlord under this Lease shall not be binding upon Landlord herein named with respect to any period subsequent to the transfer of its interest in the Building as owner or lessee thereof provided in the event of such transfer said obligations shall have been assumed in writing by such transferee and thereafter be binding upon each transferee of the interest of Landlord herein named as such or lessee of the Building, but only with respect to the period ending with a subsequent transfer within the meaning of this Article.

Section 36.05 Tenant shall look only to such Landlord's estate and property in the Building (or the proceeds thereof) and, where expressly so provided in this Lease, to offset against the rents payable under this Lease, for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of such Landlord or any partner, member, officer or director thereof, disclosed or undisclosed shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the Premises.

Section 36.06 If, at any time, (i) Tenant shall comprise two (2) or more persons, or (ii) Tenant's obligations under this Lease shall have been guaranteed by any person other than Tenant, or (iii) Tenant's interest in this Lease shall have been assigned, the word "Tenant", as used in Section 16.01(e), shall be deemed to mean any one or more of the persons primarily or secondarily liable for Tenant's obligations under this Lease. Any moneys received by Landlord from or on behalf of Tenant during the pendency of any proceeding of the types referred to in Section 16.01(e) shall be deemed paid as compensation for the use and occupation of the Premises and the acceptance of any such compensation by Landlord shall not be deemed an acceptance of Rental or a waiver on the part of Landlord of any rights under Section 16.02.

Section 36.07 Unless Landlord shall render written notice to Tenant to the contrary, the Agent is authorized to act as Landlord's agent in connection with the performance of this Lease, including, without limitation, the delivery of any and all notices and consents. Tenant shall be entitled to rely upon correspondence received from the Agent, as agent for Landlord. Tenant acknowledges that Agent is acting solely as agent for Landlord in connection with foregoing; and Agent and its direct and indirect partners, officers, shareholders, directors and employees shall have no liability to Tenant in connection with the performance of this Lease and Tenant waives any and all claims against any such party arising out of, or in any way connected with, this Lease or the Real Property. Each party may have counsel deliver notices to each other with the same force and effects as if given by the party represented by such counsel.

Section 36.08 The Captions are inserted only as a matter of convenience and for reference and in no way define limit or describe the scope of this Lease nor the intent of any provisions thereof.

Section 36.09 For purposes of this Lease, whenever the words "include", "includes" or "including" are used, the same shall be deemed to be followed by the words "without limitation". All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

Section 36.10 All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Landlord and Tenant and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

ARTICLE 37. ARMS LENGTH TRANSACTION

Section 37.01 The parties acknowledge that this Lease was fairly negotiated and no pressure was made upon same to execute this Lease. The parties expressly acknowledge that the terms and provisions of this Lease were agreed to by same without force or coercion.

ARTICLE 38. GENERAL PROVISIONS

Section 38.01 Lease Not Binding Until Execution and Approvals Obtained.

This Lease shall not be binding upon Landlord or Tenant or impose any rights or obligations on Landlord or Tenant unless and until Landlord and Tenant shall have executed a fully executed copy of this Lease [and such Lease has been approved by the Office of the County Attorney. In addition, the terms and conditions set forth in this Lease are subject to all necessary legal approvals, including the approval of the County' Executive Management and its Board of Legislators.]

Section 38.02 No Recordation.

This Lease shall not be recorded. The recordation of this Lease or any memorandum thereof by Tenant shall constitute a default by Tenant under this Lease. The provisions of this Section 38.02 shall survive the expiration or earlier termination of this Lease for a period of one (1) year.

Section 38.03 Only Written Consents.

All references in this Lease to the consent or approval of Landlord or Agent shall be deemed to mean the written consent or approval of Landlord, unless expressly stated otherwise in this Lease, and no consent or approval of Landlord shall be effective for any purpose unless such consent or approval is given in advance and is set forth in a written instrument executed by Landlord or Agent.

Section 38.04 Entire Agreement; Amendments in Writing.

This Lease contains the entire agreement between the parties with respect to the subject matter hereof and all prior negotiations and agreements are merged herein. No agreement hereafter made shall be effective to change, modify, terminate, discharge or effect an abandonment of this Lease in whole or in part unless such agreement is in writing, refers specifically to the provisions of this Lease and is signed by the party against whom enforcement of the change, modification, termination, discharge or abandonment is sought.

Section 38.05 Severability.

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

Section 38.06 No Occupancy Other Than Premises.

Tenant shall not occupy any space in the Building (by assignment, sublease or otherwise) other than the Premises, except with the prior written consent of Landlord.

Section 38.07 Zoning.

Tenant acknowledges that it has no rights to any development rights, "air rights" or comparable rights appurtenant to the Land or Building, and consents, without further consideration, to any utilization of such rights by Landlord, provide same does not materially adversely affect Tenant's stated use and enjoyment of the Premises, and agrees to promptly execute and deliver any instruments which may be requested by Landlord, including instruments

merging zoning lots, evidencing such acknowledgment and consent. The provisions of this Section 38.07 shall be deemed to be and shall be construed as an express waiver by Tenant of any interest Tenant may have as a "party in interest."

Section 38.08 Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, assigns, and subtenants.

Section 38.09 Non-Liability.

Landlord shall have no liability for any property of Tenant or any other person which is delivered to any employee or agent of Landlord for safekeeping, delivery or otherwise.

Section 38.10 Damage.

Notwithstanding anything to the contrary contained in Article 10 of this Lease, Landlord shall not be liable for any injury to the business of Tenant resulting from any damage to the Premises or the Building by fire or other casualty or the repair thereof.

Section 38.11 Modification.

If in connection with any financing, Landlord's Lender or Landlord requests a modification to this Lease, Tenant shall agree to such modification provided such modification does not increase Tenant's financial obligations or materially increase Tenant's other obligations under the Lease. Tenant agrees to execute all documents Landlord or Landlord's Lender may reasonably require, within twenty (20) days of receipt of Landlord's written request.

Section 38.12 Security Deposit.

None.

Section 38.13 Executory Agreement.

This Lease shall be deemed executory only to the extent of money appropriated and allocated by the County of Westchester for the performance of the terms hereof, and no liability under this Agreement shall be incurred by the County of Westchester beyond moneys available for the purposes s hereof. Notwithstanding the foregoing, the Tenant will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which payments under this Lease may be made, including (i) making provisions for such payment to the extent necessary on each annual budget submitted for the purpose of obtaining funding, and (ii) using reasonable efforts to have such portion of the budget approved. In the event of reduction in

money so appropriated, the Tenant shall make reasonable efforts to obtain funds from other sources, if available.

ARTICLE 39. EXTENSION OPTIONS

Section 39.01 First Extension Option.

(a) Provided that, at the time of delivery of the First Extension Notice (as hereinafter defined) and on the Fixed Expiration Date, this lease shall be in full force and effect and without default of any of the obligations required to be observed or performed by Tenant hereunder, beyond any grace or cure period, Tenant shall have the option (hereinafter referred to as the **"First Extension Option"**) to extend the term of this lease for a term (hereinafter referred to as the **"First Extended Term"**) of five (5) years, to commence on the day (hereinafter referred to as the **"First Extended Term Commencement Date"**) next succeeding the Fixed Expiration Date and to expire on the fifth (5th) anniversary of the Fixed Expiration Date (hereinafter referred to as the **"First Extended Term Expiration Date"**). Tenant shall exercise the First Extension Option by sending a written notice thereof (herein referred to as the **"First Extension Notice"**) to Landlord by certified mail, return receipt requested or reputable overnight courier on or before the day that shall be no earlier than eighteen (18) months prior to the Fixed Expiration Date and no later than nine (9) months preceding the Fixed Expiration Date. If Tenant shall send the First Extension Notice within the time and in the manner hereinbefore provided, this lease shall be deemed extended for the First Extended Term upon the terms, covenants and conditions hereinafter contained. If Tenant shall fail to send the First Extension Option, this lease shall cease and terminate on the Expiration Date, and Tenant shall have no further option to extend the term of this lease.

(b) The First Extended Term, if any, shall be upon, and subject to, all of the terms, covenants and conditions provided in this lease for the initial term hereof, except that Fixed Rent payable by Tenant during the First Extended Term the fair market rental value of the Premises for similar properties within the same geographic area prevailing six (6) months prior to the commencement of the First Extended Term, which shall take into account the quality of the Premises and Building relative to such other office space in the market, but in no event shall the Fixed Rent be more than two percent (2%) of the Fixed Rent payable for the month immediately preceding the Expiration Date or less than \$37.00 per square foot, subject to the same two (2%) annual escalations. Immediately after the exercise by Tenant of its option under Subsection (a) above, Landlord and Tenant shall use their best efforts to agree upon the fair market rental value of the Premises (inclusive of electricity charges), pursuant to the terms and conditions set forth above. In the event Landlord and Tenant cannot reach agreement within thirty (30) days after the date of Tenant's notice of exercise of its option, Landlord and Tenant shall confer and appoint a reputable, qualified, licensed real estate broker having an office in the county in which the Building is located and is familiar with the rentals then being charged in the Building and in comparable buildings (the **"Independent Broker"**). Upon the failure of Landlord and Tenant to

agree upon the designation of the Independent Broker, then upon ten (10) days' notice, either party may apply to any court of the state in which the Building is located which exercises primary jurisdiction over general commercial litigation to appoint the Independent Broker. Concurrently with such appointment, Landlord and Tenant shall each submit a letter to the Independent Broker, with a copy to the other, setting forth their respective estimates of the fair market rental value of the Premises, taking into consideration the duration of the First Extension Term and all other terms and conditions of this Lease which are applicable to the First Extension Term and the terms and conditions set forth above (respectively, "**Landlord's Letter**" and "**Tenant's Letter**"). The Independent Broker shall use his best efforts to determine the fair market rental value of the Premises during the First Extension Term and shall choose the fair market rental value set forth in either Landlord's Letter or Tenant's Letter to be the Fixed Rent during the First Extension Term, but in no event shall the Fixed Rent during the First Extension Term be more than two percent (2%) of the Fixed Rent payable for the month immediately preceding the Expiration Date or be less than \$37.00 per square foot, but subject to the same two (2%) annual escalations. The fees and expenses of the Independent Broker and all costs incurred in connection with the appointment of the Independent Broker shall be shared equally by Landlord and Tenant.

(c) In the event the First Extension Term shall commence prior to a determination of the Fixed Rent during the First Extension Term having been made in accordance with Subsection (b) above, then the Fixed Rent to be paid by Tenant to Landlord until such determination has been made shall be the fair market rental value as set forth in Landlord's Letter plus any other Additional Rent. After such determination has been made for the Fixed Rent during the First Extension Term, any excess rental for the First Extension Term theretofore paid by Tenant to Landlord shall be credited by Landlord against the next ensuing monthly Fixed Rent payable by Tenant to Landlord and any deficiency in Fixed Rent due from Tenant to Landlord during the First Extension Term shall be immediately paid.

(d) If, in accordance with and subject to, all of the terms, covenants and conditions contained in this Article 39, the term of this lease is extended for the First Extended Term, then "Fixed Expiration Date", as such term is used in this lease, shall mean the "First Extended Term Expiration Date", and "term of this lease" (and comparable words), shall mean the initial term of this lease, as extended by the First Extended Term.

(e) Time is of the essence as to the Tenant with respect to the notice and other provisions set forth in this Article.

Section 39.02 Second Extension Option.

(a) Provided that, at the time of delivery of the Second Extension Notice (as hereinafter defined) and on the First Extended Term Expiration Date, this lease shall be in full force and effect and without default of any of the obligations required to be observed or performed by Tenant hereunder, beyond any applicable cure or grace period, Tenant shall have the option (hereinafter referred to as the "**Second Extension Option**") to extend the term of this lease for a term

(hereinafter referred to as the "**Second Extended Term**") of five (5) years, to commence on the day (hereinafter referred to as the "**Second Extended Term Commencement Date**") next succeeding the First Extended Term Expiration Date and to expire on the fifth (5th) anniversary of the First Extended Term Expiration Date (hereinafter referred to as the "**Second Extended Term Expiration Date**"). Tenant shall exercise the Second Extension Option by sending a written notice thereof (herein referred to as the "**Second Extension Notice**") to Landlord by certified mail, return receipt requested or reputable overnight courier on or before the day that shall be no earlier than eighteen (18) months prior to the First Extended Term Expiration Date and no later than nine (9) months preceding the First Extended Term Expiration Date. If Tenant shall send the Second Extension Notice within the time and in the manner hereinbefore provided, this lease shall be deemed extended for the Second Extended Term upon the terms, covenants and conditions hereinafter contained. If Tenant shall fail to send the Second Extension Option, this lease shall cease and terminate on the First Extended Term Expiration Date, and Tenant shall have no further option to extend the term of this lease.

(b) The Second Extended Term, if any, shall be upon, and subject to, all of the terms, covenants and conditions provided in this lease for the initial term hereof, except that Fixed Rent payable by Tenant during the Second Extended Term shall be the fair market rental value of the Premises for similar properties within the same geographic area prevailing six (6) months prior to the commencement of the First Extended Term, which shall take into account the quality of the Premises and Building relative to such other office space in the market, but in no event shall the Fixed Rent be more than two percent (2%) of the Fixed Rent payable for the month immediately preceding the Expiration Date or less than \$41.00 per square foot subject to the same two (2%) annual escalations. Immediately after the exercise by Tenant of its option under Subsection (a) above, Landlord and Tenant shall use their best efforts to agree upon the fair market rental value of the Premises (inclusive of electricity charges), pursuant to the terms and conditions set forth above. In the event Landlord and Tenant cannot reach agreement within thirty (30) days after the date of Tenant's notice of exercise of its option, Landlord and Tenant shall confer and appoint a reputable, qualified, licensed real estate broker having an office in the county in which the Building is located and is familiar with the rentals then being charged in the Building and in comparable buildings (the "**Independent Broker**"). Upon the failure of Landlord and Tenant to agree upon the designation of the Independent Broker, then upon ten (10) days' notice, either party may apply to any court of the state in which the Building is located which exercises primary jurisdiction over general commercial litigation to appoint the Independent Broker. Concurrently with such appointment, Landlord and Tenant shall each submit a letter to the Independent Broker, with a copy to the other, setting forth their respective estimates of the fair market rental value of the Premises, taking into consideration the duration of the Second Extension Term and all other terms and conditions of this Lease which are applicable to the Second Extension Term and the terms and conditions set forth above (respectively, "**Landlord's Letter**" and "**Tenant's Letter**"). The Independent Broker shall use his best efforts to determine the fair market rental value of the Premises during the Second Extension Term and shall choose the fair market rental value set forth in either Landlord's Letter or Tenant's Letter to be the Fixed Rent during the Second Extension Term, but in no event shall the Fixed Rent during the Second Extension Term be less than \$41.00 per square foot but subject to annual escalations. The fees

and expenses of the Independent Broker and all costs incurred in connection with the appointment of the Independent Broker shall be shared equally by Landlord and Tenant.

(c) In the event the Second Extension Term shall commence prior to a determination of the Fixed Rent during the Second Extension Term having been made in accordance with Subsection (b) above, then the Fixed Rent to be paid by Tenant to Landlord until such determination has been made shall be the fair market rental value as set forth in Landlord's Letter plus any other Additional Rent. After such determination has been made for the Fixed Rent during the Second Extension Term, any excess rental for the Second Extension Term theretofore paid by Tenant to Landlord shall be credited by Landlord against the next ensuing monthly Fixed Rent payable by Tenant to Landlord and any deficiency in Fixed Rent due from Tenant to Landlord during the Second Extension Term shall be immediately paid.

(d) If, in accordance with and subject to, all of the terms, covenants and conditions contained in this Article 39, the term of this lease is extended for the Second Extended Term, then "Fixed Expiration Date", as such term is used in this lease, shall mean the "Second Extended Term Expiration Date", and "term of this lease" (and comparable words), shall mean the initial term of this lease, as extended by the Second Extended Term.

(e) Time is of the essence as to the Tenant with respect to the notice and other provisions set forth in this Article. Tenant's notice to Landlord shall be irrevocable, and, in the event of such notice, Tenant shall be liable for the Fixed Rent, during the Second Extended Term. Notwithstanding anything to the contrary contained herein, if at any time this lease is terminated prior to the expiration of the initial term hereof, then, without the requirement of any of any notice, Tenant's option to extend the term as set forth herein is likewise terminated.

ARTICLE 40. EMERGENCY POWER

Section 40.01 The Landlord shall, at its own cost and expense, maintain an existing or future back-up generator(s) servicing the Building Systems in good condition and repair, in compliance with all Requirements of Law affecting the Building and the Premises.

ARTICLE 41. RIGHT OF FIRST OFFER

Section 41.01 In the event Landlord, in its sole discretion, intends to lease additional premises adjacent to Tenant's Premises to a third party, during the term of this Lease, and provided that (i) this Lease shall be in full force and effect, (ii) Tenant is not then in default under the Lease beyond any applicable grace and cure periods, (iii) Tenant shall be in occupancy of the entire Premises, and (iv) the Tenant originally named herein shall not have assigned its interest in the Lease or sublet all or any part of the Premises (except in connection with an Internal Department Transfer), Tenant then shall have a right of first offer to lease such premises on the terms and conditions at which Landlord wishes to lease said premises to a third party. Landlord shall give Tenant written notice of such intent to lease and shall indicate the terms and conditions (upon

which Landlord intends to lease said premises to an unrelated third party. Tenant thereafter shall have thirty (30) days to elect in writing to lease the contiguous premises TIME SHALL BE OF THE ESSENCE WITH RESPECT TO ALL TIME PERIODS SET FORTH IN THIS SECTION 41. If Tenant does not elect to lease the adjacent premises within the 30-day period specified, then Landlord shall be free to lease the adjacent premises to such third party pursuant to the proposed terms, and Tenant shall have no further rights under this Section as if had not been included in this Lease.

Section 41.02 Under no circumstances whatsoever shall a subtenant under a sublease or any other occupant of all or any part of the Premises or any assignee of this Lease that is not pursuant to an Internal Department Transfer (as defined in Section 12 herein) or any successor to the interest of Tenant by reason of any action under the Bankruptcy Code, or by any public officer, custodian, receiver, United States Trustee, trustee or liquidator of Tenant or substantially all of Tenant's property, have any right to exercise the rights granted in this Section 41.

ARTICLE 42. PARKING

Section 42.01 Landlord shall secure the right for Tenant to use twenty-four (24) parking spaces at the adjacent Buena Vista Parking Garage (the "**Parking Spaces**"). Upon execution of this Lease and from time to time during the term of this Lease, Landlord shall request contiguous and/or reserved Parking Spaces from the Yonkers Parking Authority, but Landlord and Tenant recognize that Landlord does not own or control the Buena Vista Parking Garage and such request(s) will be subject to the discretion of the Yonkers Parking Authority. Tenant shall not use more parking spaces than such number. In connection with the use of such reserved Parking Spaces, Tenant shall have a non-exclusive right of access over the entrance(s) and exit(s) to and from the garage. The Parking Spaces shall be used only for parking of vehicles no larger than full size passenger automobiles, sports utility vehicles or pickup trucks. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities. If Tenant permits or allows any of the prohibited activities described above, then Landlord shall have the right, without notice, in addition to such other rights and remedies that Landlord may have, to remove or tow away the vehicle involved and charge the costs to Tenant. There shall be no parking of any vehicles for longer than a forty-eight (48) hour period unless otherwise authorized by Landlord, and vehicles which have been abandoned or parked in violation of the terms hereof may be towed away at the owner's expense. Nothing contained in this Lease shall be deemed to create liability upon Landlord for any damage to motor vehicles of visitors or employees, for any loss of property from within those motor vehicles, or for any injury to Tenant, its visitors or employees, unless ultimately determined to be caused by the sole negligence or willful misconduct of Landlord. Landlord shall have the right to establish, and from time to time amend, and to enforce against all users all reasonable rules and regulations (including the designation of areas for employee parking) that Landlord may deem necessary and advisable for the proper and efficient operation and maintenance of the Parking Spaces.

Section 42.02 Tenant shall pay Landlord, for the Parking Spaces, a total aggregate monthly rent fixed at \$3,120 per month (\$130 per space per month) or such other monthly rental amount based upon actual parking costs incurred by the Landlord, as required by the City of Yonkers. Tenant acknowledges that said monthly charges to be paid under this Section are for the use by Tenant of the Parking Spaces referred to herein, and not for any other service. Except as otherwise expressly provided herein, Tenant's failure to make payment when due to Landlord, as the case may be, shall be considered a performance failure hereunder for which Landlord shall have, after the expiration of applicable notice and cure periods, all its rights and remedies under this Lease. Tenant upon not less than thirty (30) days written notice to Landlord, may elect from time to time during the Term hereof to decrease the number of Parking Spaces set forth in Section 42 to be used in accordance with the terms hereof, in which case the monthly parking rent shall be adjusted downward for each Parking Space that is surrendered.

{The remainder of this page has been intentionally left blank.}

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

LANDLORD:

86 MAIN ST YONKERS AMS LLC

By: _____

Name:

Title:

TENANT:

THE COUNTY OF WESTCHESTER

By : _____

Name:

Title: Commissioner, Department of Health

Authorized by the Board of Legislators of the County of Westchester on the ____ day of _____, 202__, by Act No. 202__ - _____.

Authorized by the Board of Acquisition and Contract of the County of Westchester on the ____ day of _____, 202__.

Approved:

Sr. Assistant County Attorney

The County of Westchester

Lease - 86 Main - DOH - V9.FIN.05.30.2025

APPENDIX TO LEASE

DEFINITIONS

The following terms shall have the meaning set forth below:

"Additional Rent" shall mean any and all sums of any kind or nature whatsoever due, owing or payable to Landlord pursuant to the terms and conditions of this Lease, other than Fixed Rent and including, without limitation Escalation Rent.

"Affiliate" with respect to a person or entity shall mean any person, firm or entity that, directly or indirectly, controls, is controlled by or is under common control with such person or entity. The term **"control"** shall mean the ownership, directly or indirectly, of fifty (50%) percent or more of the beneficial interests in a firm or entity.

"Agent" shall mean the managing agent for the Building.

"Alterations" shall mean any alterations, installations, replacements, improvements, additions and other physical changes in or about the Premises (whether structural, non-structural or otherwise) and shall not include Decorative Alterations.

"Alternate Service Provider" shall have the meaning set forth in Section 13.04.

"Applicable Rate" shall mean the lessor of (x) three (3) percentage points per annum above the then current Base Rate or (y) the maximum rate permitted by applicable law.

"Assessed Valuation" shall have the meaning set forth in Section 26.01.

"Assignment Profit" shall have the meaning set forth in Section 12.08.

"Bankruptcy Code" shall mean 11 U.S.C. Section 101 et seq., including any amendment thereto and any successor statute thereto or any statute of similar nature and purpose.

"Base Operating Year" shall have the meaning set forth in Section 26.01.

"Base Taxes" shall have the meaning set forth in Section 2.01.

"Base Rate" shall mean the rate of interest publicly announced from time to time by The Wall Street Journal, or its successor, as the prime rate (or such other term as may be used, from time to time, for the rate presently referred to as the prime rate). In the event that the "prime rate" (or other term used for the rate currently called the "prime rate") shall cease to be published by The Wall Street Journal, then Landlord shall designate another nationally recognized publication that publishes the "prime rate" or, if no such other nationally recognized publication publishes the "prime rate," Landlord will designate a comparable reference rate hereunder.

"Basic Construction of the Building" shall mean the demising walls, structural slabs constituting the core floors and ceilings, structural columns, exterior walls and Building Systems to the extent necessary to be delivered to the Premises, or to such other more remote location where the point of connection of the Independent Systems to the Building Systems is located or is to be located pursuant to the terms hereof (and in all event shall exclude the distribution of any such Building Systems within the Premises).

"Broker" shall have the meaning set forth in Article 30.

"Building" shall mean all buildings, equipment and other improvements and appurtenances of every kind and description now located or hereafter erected, constructed or placed upon the land (and any and all alterations, renewals, and replacements thereof, additions thereto and substitutions therefor), known by the address of 86 Main Street, Yonkers, New York.

"Building Systems" shall mean the mechanical (including, without limitation, heating, ventilation and air conditioning), electrical, elevator, plumbing (including water and waste lines), life safety, steam and other service systems of the Building serving space in the Building generally (whether inside or outside the Premises) exclusive of the Independent Systems.

"Business Days" shall mean all days, excluding Saturdays, Sundays and all days observed by either the State of New York or the Federal Government or by the labor unions servicing the Building as legal holidays.

"Commencement Date" shall have the meaning set forth in Section 1.02.

"Construction Procedures" shall mean the construction procedures, rules and regulations established by Landlord with respect to work in the Building, which procedures, rules and regulations shall be enforced on a non-discriminatory basis to all tenants in the Building, and such other further procedures, rules and regulations as Landlord or Landlord's agents may from time to time adopt.

"Current Operating Year" shall have the meaning set forth in Section 26.03.

"Decorative Alterations" shall mean non-structural Alterations which do not affect the Building Systems or Independent Systems, are solely within the Premises and are of a purely decorative nature, such as painting, carpeting and wall papering.

"Deficiency" shall have the meaning set forth in Section 17.02.

"Discount Rate" shall mean the rate of interest equal to 2% below the Base Rate.

"Effective Date" shall mean the date the Lease is signed by both parties and approved by the Office of the County Attorney.

"Electricity Additional Rent" shall have the meaning set forth in Section 13.01.

"Escalation Rent" shall mean the Tax Payment and Tenant's Operating Payment, collectively.

"Event of Default" shall have the meaning set forth in Section 16.01.

"Expiration Date" shall mean the Fixed Expiration Date or such earlier or later date on which the Term shall sooner or later end pursuant to any of the terms, conditions or covenants of this Lease or pursuant to law.

"Fixed Expiration Date" shall have the meaning set forth in Section 1.02.

"Fixed Rent" shall have the meaning set forth in Section 1.03.

"Governmental Authority (Authorities)" shall mean the United States of America, the State of New York, the City of Yonkers, any political subdivision thereof and any court, agency, department, commission, board, bureau or instrumentality of any of the foregoing, now existing or hereafter created, having jurisdiction over the Real Property or any portion thereof.

"Hazardous Materials" shall mean, collectively, any pollutant, contaminant, flammable, explosive, radioactive material, hazardous waste, toxic substance or related material and any other substance or material defined or designated as a hazardous or toxic substance, material or waste by any Requirement of Law or the removal of which is required, or the manufacture, use, maintenance, storage, ownership or handling of which is restricted, prohibited, regulated or penalized by any Requirement of Law, and shall include, without limitation:

(i) those substances included within the definition of "hazardous substances," "extremely hazardous," "hazardous materials," "hazardous waste," "toxic substances" or "solid waste" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. Sections 11001-11050, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., and the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq., and in the regulations adopted and promulgated pursuant to said laws, and any successor statutes or regulations hereto;

(ii) those substances listed in the United States Department of Transportation Table (49 C.F.R. 172.101 and any amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and any amendments thereto);

(iii) such other substances, materials and wastes which are regulated as to the

manner of use, storage or disposal under any Requirement, or which are classified as hazardous or toxic under any Requirement;

(iv) any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls (PCBs), or radon gas, urea formaldehyde, asbestos or lead, any asbestos or asbestos containing substance; and (v) any waste, substance or material that exhibits any of the characteristics enumerated in 40 C.F.R. Section 261.20-261.24, inclusive, or any "extremely hazardous" substance listed under Section 302 of the Superfund Amendment and Reauthorization Act of 1986 ("SARA") and any successor statutes or regulations thereto, that are present in excess of or equal to threshold planning or reportage quantities defined under SARA.

"Headlessor(s)" shall mean a lessor under a Superior Lease.

"HVAC" shall mean heat, ventilation and air conditioning.

"Indemnities" shall mean Landlord, Agent and their respective direct and indirect partners, shareholders, officers, directors, employees, agents and contractors.

"Independent Systems" shall mean the HVAC, mechanical, electrical, plumbing, sanitary, sprinkler, smoke purge and life safety and other service systems (or the applicable portions thereof) specifically servicing the Premises and not other portions of the Building, it being understood that any facilities and systems which exclusively service the Premises and do not service other tenants or space in the Building outside the Premises (even though connected to systems outside the Premises) shall be deemed to constitute "Independent Systems."

"Landlord", on the date as of which this Lease is made, shall mean 86 MAIN ST YONKERS AMS LLC, a New York limited liability company, but thereafter, "Landlord" shall mean only the then current tenant under the Superior Lease, or if there is no Superior Lease with respect to the Real Property, then the fee owner of the Real Property.

"Landlord's Restoration Work" shall have the meaning set forth in Section 10.01.

"Landlord's Work" shall have the meaning set forth in Section 3.01.

"Mortgage(s)" shall mean any trust indenture or mortgage which may now or hereafter affect the Real Property, the Building or any Superior Lease and the leasehold interest created thereby, and all renewals, extensions, supplements, amendments, modifications, consolidations and replacements thereof or thereto, substitutions therefore, and advances made thereunder.

"Mortgagee" shall mean the holder of any Mortgage on the Building.

"Operating Expenses" shall have the meaning set forth in Section 26.01.

"Operating Statement" shall have the meaning set forth in Section 26.01.

"Operating Year" shall have the meaning set forth in Section 26.01.

"Partnership Tenant" shall have the meaning set forth in Article 27.

"Premises" shall mean a portion of the rentable space on the Third Floor, substantially as shown hatched on the floor plan attached hereto as Schedule A and made a part hereof, as the same may be adjusted during the term of this Lease pursuant to the terms hereof. The term "Premises" shall exclude any and all portions of the rentable space demised to Tenant constituting the Basic Construction of the Building and/or Building Systems (except items not deemed to be included therein).

"Real Property" shall mean the Building, together with the plot of land upon which it stands.

"Rent Commencement Date" shall have the meaning set forth in Section 1.04.

"Rental" or **"Rent"** shall mean and be deemed to include all Fixed Rent and Additional Rent.

"Requirements of Law" shall mean an present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes and executive orders, extraordinary as well as ordinary, of all Governmental Authorities now existing or hereafter created, and of any and all of their departments and bureaus, and of any applicable fire rating bureau, or other body exercising similar functions, affecting the Real Property, or any street, avenue or sidewalk comprising a part of or in front thereof or any vault in or under the same, or requiring removal of any encroachment, or affecting the maintenance, use or occupation of the Real Property or the rights of landlords and tenants generally.

"Rules and Regulations" shall mean the rules and regulations annexed hereto and made a part hereof as Schedule E, and such other and further rules and regulations as Landlord or Landlord's agents may from time to time adopt, effective as to Tenant from and after notice is given to Tenant.

"SNDA" shall have the meaning set forth in Section 6.01.

"Substantial Completion" or "Substantially Completed" or words of similar import as it relates to all or any part of Landlord's Work and/or Landlord's Restoration Work shall be deemed to have occurred when such work has been completed, i.e. the Premises shall be completed in a manner consistent with finished medical office space in buildings similarly situated, pursuant to the terms set forth in Schedule C, except for (a) non-material items of construction, mechanical adjustment or decoration that remain to be performed (i.e., so-called "punch list" items) the

absence of which do not materially affect use or occupancy of the space, or (b) portions of such work that have not been completed because under good construction scheduling practice such work should be done after work by Tenant on any Alterations has been completed; provided, however, that in the event of a Tenant Delay, Substantial Completion shall be deemed to have occurred on the date on which Substantial Completion would have occurred but for such Tenant Delay.

"Superior Lease(s)" shall mean all ground or underlying leases of the Real Property, the Building or any part of the Building containing the Premises heretofore or hereafter made by Landlord and all renewals, extensions, supplements, amendments and modifications thereof.

"Tax Payment" shall have the meaning set forth in Section 26.01.

"Tax Payment Date" shall have the meaning set forth in Section 26.01.

"Tax Payment Installment" shall have the meaning set forth in Section 26.01.

"Tax Statement" shall have the meaning set forth in Section 26.01.

"Tax Year" shall have the meaning set forth in Section 26.01.

"Taxes" shall have the meaning set forth in Section 26.01.

"Tenant" on the date as of which this Lease is made, shall mean WESTCHESTER COUNTY, acting by and through its DEPARTMENT OF HEALTH, with an address at 11 Martine Avenue, White Plains, New York 10601, but thereafter "Tenant" or "County of Westchester" shall mean only the tenant under this Lease at the time in question; provided, however, that the initial tenant and any subsequent tenant hereunder shall not be released from liability hereunder in the event of any assignment or further assignment of this Lease, unless such assignee assumes in writing all obligations of Tenant under this Lease. After Tenant occupies the Premises, Tenant's address shall be deemed to be the Premises.

"Tenant Delay" shall mean any delay in the performance of Landlord's Work and/or Landlord's Restoration Work occurring by reason of: (a) any action or omission, outside of ordinary, prudent business conduct of Tenant, its agents, employees, invitees, licenses, contractors or subcontractors; (b) any written direction by Tenant that Landlord suspend or slow down the progress of such work or any part thereof; or (c) any displacement (resulting from any of the foregoing) of any portion of such work from its place in the construction schedule and the rescheduling of such work (due regard being given to the need to minimize disturbance to other tenants and occupants of the Building).

"Tenant's Operating Payment" shall have the meaning set forth in Section 26.01.

"Tenant's Operating Share" shall have the meaning set forth in Section 26.01.

"Tenant's Property" shall have the meaning set forth in Section 35.

"Tenant's Restoration Work" shall have the meaning set forth in Section 10.02

"Tenant's Tax Share" shall have the meaning set forth in Section 26.01.

"Tentative Monthly Escalation Charge" shall have the meaning set forth in Section 26.01.

"Tentative Monthly Tax Charge" shall have the meaning set forth in Section 26.01.

"Term" shall mean the term of this Lease, which shall commence on the Commencement Date and shall expire on the Expiration Date.

"Unavoidable Delays" shall have the meaning set forth in Article 25.

SCHEDULE "A"

PREMISES

SCHEDULE "B"
PERMITTED MATERIALS

SCHEDULE "C"

LANDLORD'S WORK

In addition to the mutual covenants contained in the Agreement, of which this Schedule C is a part, Landlord and Tenant further mutually agree as follows:

I - PLANS AND SPECIFICATIONS FOR THE PREMISES

(a) Tenant agrees to cooperate with Landlord's architect or space planner and to meet with such architect or space planner within ten (10) days from the date hereof to provide criteria for the preparation of a space plan. Landlord's architect or space planner shall prepare (at Landlord's expense) adequate space plans and specifications for the Premises (hereinafter sometimes called "**Construction Plans**"), which shall include, but not be limited to, architectural, mechanical, electrical and plumbing drawings for Landlord Standard Work as described in Paragraph II hereof, which drawings shall, among other things, indicate locations of doors, partitioning, electrical and lighting fixtures, outlets and switches, telephone outlets, plumbing fixtures and other equipment and Landlord Non-Standard Work (as hereinafter defined), all in compliance with Article 28 of the New York State Public Health Law rules and regulations for Diagnostic and Treatment Centers (D&TCs). Tenant agrees to respond to plans submitted to Tenant (including the final Construction Plans) within ten (10) business days of receipt. Tenant shall either approve plans as submitted or note corrections to be made. If no response is received from Tenant within the ten (10) business days, then plans shall be deemed approved as submitted.

(b) Should Tenant require work (hereinafter referred to as "**Landlord Non-Standard Work**") different from or in addition to Landlord Standard Work (as described in Paragraph II hereof), then in such event, any architectural, mechanical, electrical and structural engineering drawings, plans and specifications required as a result of such Landlord Non-Standard Work shall be prepared by Landlord's architect or space planner solely at Tenant's expense. Tenant shall provide all information relating to such Landlord Non-Standard Work to Landlord's architect or space-planner at the same time Tenant provides Landlord's architect or space planner with Tenant's space criteria and/or requirements. All such plans and specifications referred to in this subparagraph (b) are subject to Landlord's prior written approval.

(c) Prior to the date Tenant approves (or is deemed to have approved) the Construction Plans, Landlord's designated space planner shall determine which of Tenant's requirements constitute Landlord Non-Standard Work and shall identify said Landlord Non-Standard Work to Tenant.

II - LANDLORD'S STANDARD WORK, AT LANDLORD'S COST

(a) Landlord agrees, solely at its expense, to furnish and install the following Landlord Standard Work ("**Landlord Standard Work**"), which shall be limited to the quantities specified below, and in accordance with the Construction Plans annexed hereto:

Ceiling—2 x 4 grid with second look tegular ceiling tiles (Armstrong Cirrus #513 or equal). All room partitions go through the ceiling grid to 12" above for sound control.

Walls—Painted with 2 coats eggshell finish latex paint over one coat latex primer. Maximum of 3 colors in each suite. Paint to be Benjamin Moore or Sherwin Williams. Walls to include one layer of 5/8" gypsum board each side with 3" sound batt insulation in the stud spaces.

Door Frames—Painted with 2 coats semi-gloss latex paint over one coat latex primer. Color to match adjacent wall color.

Wood Doors—Solid core wood doors with oak or birch veneer, stained or clear finish polyurethane—3 coats with steel wool rub between coats and after last coat.

Base—4" vinyl base with color selected from standard color range—Johnsonite or equal. 4" ceramic tile or porcelain base with Schluter top cap at toilet rooms (3).

Flooring—At Clinic side, LVT plank flooring with material allowance of \$2.75/ sf throughout except as noted otherwise. At WIC offices 24" x 24" commercial carpet tiles with material allowance of \$27.00/ sy throughout except as noted otherwise. At toilet rooms, large format (min 2' x 2') ceramic or porcelain tiles thinset over waterproof membrane. At Staff Pantry/ Locker area, LVT as noted above.

Countertops/ Millwork

- Reception desks (both sides)—high transaction counter (14" deep) shall be solid surface material 3 cm thickness. Corian Quartz, Silestone or equal. Work counters shall be 25" deep plastic laminate faced units. Plastic Laminate shall be Formica or equal. Backsplash at walls shall be 4" high plastic laminate faced to match counter finish.

- Staff Pantry—Countertop shall be solid surface material as noted above-- +/- 8—0" long by 25" deep. Base and overhead cabinets shall be plastic laminate faced on all exposed faces with melamine interiors. Plastic laminate shall be Formica or equal. Backsplash shall be plastic laminate faced, full height between base and overhead cabinets for full width of counter. Plastic laminate shall be Formica or equal.

- Exam Rooms—Countertop, base and overhead cabinets shall be +/- 4'-0" long units with 4" high backsplash. All exposed exterior faces of base and overhead

cabinets as well as backsplash shall be finished with plastic laminate. Interior of cabinets shall be melamine faced. Plastic laminate shall be Formica or equal.

- Lab, Vaccine and Pharmacy—Countertop, base and overhead cabinets shall be in lengths TBD. Backsplash shall be full height of space between base and overhead cabinets. All exposed exterior faces of base and overhead cabinets as well as backsplash shall be plastic laminate faced. Cabinet interiors shall be melamine faced. Plastic laminate shall be Formica or equal.

- Nurses Station—25" deep plastic laminate faced counter tops with 4" high plastic laminate faced backsplash and vertical support panels based on +/- 4'-0" work surface spacing per person. At full height rear wall include +/- 16' of plastic laminate faced overhead cabinets and make back splash full height from counter to underside of overhead cabinets. Plastic laminate to be Formica or equal.

Plumbing Fixtures—Toilets (3) shall be white, floor-mounted tank type units at with open front seat at barrier free accessible height. Lavatories at toilet rooms and Lactation Room shall be white, wall hung lavatories (American Standard Declyn or equal) with single lever faucet. Exam room and Vaccine room sinks shall be +/- 18" x 18" stainless steel sinks, deck mounted with single lever pull-out type faucet. Pharmacy and Lab sinks shall be 25" x 22" stainless steel sinks, deck mounted with single lever pull-out type faucet. Sink at Staff room shall be 22" x 22" undermount stainless steel sink with deck mounted pull-out faucet. All stainless steel sinks shall be Elkay or equal.

Lighting shall be 2' x 4' or 2' x 2' flat panel lay-in type LED fixtures with occupant sensor switching per code. Lighting temperature shall be 3000K or 3500K, per Tenant selection.

All other work specifications required pursuant to Article 28 of New York State Public Health Law for D&TCs.

SCHEDULE "D"

RESERVED

SCHEDULE "E"

RULES AND REGULATIONS

1. The sidewalks, driveways, entrances, passages, courts, lobbies, esplanade areas, elevators, stairways, vestibules, corridors, halls and other public portions of the Building ("**Public Areas**") shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from a tenant's premises, and no tenant shall permit any of its agents, employees, contractors, licensees or invitees (collectively, "**Invitees**") to congregate or loiter in any of the Public Areas or any other part of the Building used in common by other tenants of the Building. No tenant shall invite to, or permit to visit, its premises persons in such numbers or under such conditions as may interfere with the use and enjoyment by others of the Public Areas. Fire exits and stairways are for emergency use only, and shall not be used for any other purposes by any tenant, or the Invitees of any tenant. Landlord reserves the right to reasonably control and operate, and to restrict and regulate the use of, the Public Areas and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it reasonably deems best for the benefit of the tenants generally, including the right to allocate certain elevators for delivery service, and the right to designate which Building entrances shall be used by persons making deliveries in the Building. No doormat of any kind whatsoever shall be placed or left in any public hall or outside any entry door of a tenant's premises.
2. No awnings or other projections shall be attached to the outside walls (or inside atrium walls) or windows of the Building. No curtains, blinds, shades or screens shall be attached or hung in, or used in connection with, any window or door of a tenant's premises, without the consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Such curtains, blinds, shades or screens must be of a quality, type, design and color, and attached in the manner, reasonably approved by Landlord. No tenant shall have the right to remove or change curtains, shades, blinds or other window coverings within its premises without Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed. In order that the Building can and will maintain a uniform appearance to those persons outside of the Building, each tenant occupying the perimeter areas of the Building shall (a) use only building standard lighting in areas where lighting is visible from the outside of the Building and (b) use only building standard blinds in window areas which are visible from the outside of the Building.
3. No sign, insignia, advertisement, lettering, notice or other object shall be exhibited, inscribed, painted or affixed by any tenant on any part of the outside of its premises or the Building or on corridor walls without the prior consent of Landlord. Signs on each entrance door of a tenant's premises shall conform to building standard signs. Such signs shall, at the expense of the applicable tenant, be inscribed, painted or affixed by

sign makers approved by Landlord acting reasonably. In the event of the violation of the foregoing by any tenant, Landlord may remove the same without any liability, and may charge the expense incurred in such removal to the tenant or tenants violating this Rule. Interior signs, elevator cab designations, if any, and lettering on doors and the Building directory shall, if and when approved by Landlord, be inscribed, painted or affixed for each tenant by Landlord, at the expense of such tenant, and shall be of a size, color and style reasonably acceptable to Landlord.

4. Neither the sashes, sash doors, skylights or windows that reflect or admit light and air into the Public Areas in the Building nor the HVAC vents and doors shall be covered or obstructed by any tenant, nor shall any bottles, parcels or other articles be placed on the window sills or on the peripheral heating enclosures. Whenever the HVAC systems are in operation, such tenant shall cause the shades, blinds, or other window coverings to be drawn, as reasonably required because of the position of the sun.
5. No showcases or other articles or property shall be put by any tenant in front of or affixed to any part of the exterior of the Building, not placed in the Public Areas.
6. No acids, vapors or other harmful materials shall be discharged, or permitted to be discharged, into the waste lines, vents or flues of the Building. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were designed and constructed, and no sweepings, rubbish, rags, acids or other foreign substances shall be thrown or deposited therein. Nothing shall be swept or thrown into the Public Areas or other areas of the Building, or into or upon any HVAC vents or registers or plumbing apparatus in the Building, or upon adjoining buildings or land or the street. The cost of repairing any damage resulting from any misuse of such fixtures, vents, registers and apparatus and the cost of repairing any damage to the Building, or to any facilities of the Building, or to any adjoining building or property, caused by any tenant, or the Invitees of such tenant, shall be paid by such tenant. Any cuspidors or similar containers or receptacles shall be emptied, cared for and cleaned by and at the expense of the tenant.
7. Except for permitted alterations and the making of customary office decorations in its premises in accordance with its lease, no tenant shall mark, paint, drill into or in any way deface any part of its premises or the Building. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of, and as directed by, Landlord. No telephone, telegraph or other wires or instruments shall be introduced into the Building by any tenant except in a manner reasonably approved by Landlord. No tenant shall lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of its premises, and, if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.

8. No bicycles, vehicles, animals (except seeing eye dogs), fish or birds of any kinds shall be brought into, or kept in or about, a tenant's premises.
9. No noise, including, but not limited to, music, the playing of musical instruments, recordings, radio or television, which might reasonably be expected to disturb other tenants, shall be made or permitted by any tenant. Nothing shall be done or permitted by any tenant which would unreasonably or materially adversely impair or interfere with the use or enjoyment by any other tenant of any other space in the Building.
10. Nothing shall be done or permitted in a tenant's premises, and nothing shall be brought into, or kept in or about a tenant's premises, which would unreasonably or materially adversely affect, impair or interfere with any of the Building Equipment or the proper and economical rendition of Landlord's Services in the Building or to a tenant's premises, or which would cause unreasonable discomfort, annoyance or inconvenience to Landlord or any other tenant, nor shall there be installed by any tenant any HVAC, electrical or other equipment of any kind which, in the reasonable judgment of Landlord, might cause any such impairment or interference.
11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made in locks or the mechanism thereof, unless Landlord is furnished with keys therefor or other means of access thereto. Duplicate keys for a tenant's premises and toilet rooms shall be procured only from Landlord and Landlord may make a reasonable charge therefor. Each tenant shall, upon the expiration or sooner termination of its lease, turn over to Landlord all keys to stores, offices and toilet rooms, either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys furnished by Landlord, such tenant shall pay to Landlord the cost of replacement locks. Notwithstanding the foregoing, Tenant may install reasonable security measures, including but not limited, to a security person in the lobby of the Building, pursuant to terms mutually agreed by the parties, and a security system in the premises which uses master codes or cards instead of keys provided that Tenant shall provide Landlord with the master code or card for such system.
12. All removals, the carrying in or out of the Building and the movement from floor to floor within the Building of any safes, bulky freight, furniture or bulky packages, shall take place only during such hours, in such elevators and under such restrictions as Landlord may from time to time reasonably determine, which may involve overtime work for Landlord's employees. Tenant shall reimburse Landlord for extra costs incurred by Landlord in connection therewith. No such materials or objects shall be transported in passenger elevators without Landlord's prior written consent in each instance.
13. Landlord reserves the right to reasonably inspect all packages, objects and matter to be brought into the Building and to exclude from the Building anything which violates any of these Rules and Regulations or the applicable tenant's lease. Landlord may require any

person leaving the Building with any package or other object or matter to submit a pass, listing such package, object or matter and the tenant from whose premises the package, object or matter is being removed, but the establishment and enforcement of such requirement shall not impose any responsibility on Landlord for the protection of any tenant against the removal of property from the premises of such tenant. Landlord shall not be liable to any tenant for damages or loss arising from the admission, exclusion or ejection of any person to or from its premises or the Building under the provisions of this Rule 13 or of Rule 15 hereof.

14. Landlord shall have the right to prohibit any advertising or identifying sign by any tenant which, in the reasonable judgment of Landlord, tends to impair the appearance or reputation of the Building or the desirability of the Building as a building for offices, and upon written notice from Landlord, such tenant shall refrain from and/or discontinue such advertising or identifying sign; provided, however, that the foregoing shall not prohibit the exhibition of a tenant's logo or trademark (from time to time) in its premises. Landlord reserves the right to exclude from the Building during other than business hours all invitees of any tenant who do not present a pass to the Building signed by Landlord. Landlord or its managing agent will furnish passes to persons for whom any tenant requests the same in writing.
15. Landlord reserves the right to require all other persons entering the Building to sign a register, to be announced to the tenant such person is visiting, and to be accepted as a visitor by such tenant or to be otherwise properly identified (and, if not so accepted or identified, reserves the right to exclude such persons from the Building) and to require persons leaving the Building to sign a register or to surrender the pass given to such person. Each tenant shall be responsible for all persons for whom it requests any such pass or any person whom such tenant so accepts, and such tenant shall be liable to Landlord for all acts or omissions of such persons. Any person whose presence in the Building at any time shall, in the reasonable judgment of the Landlord, be prejudicial to the safety, character, security, reputation or interests of the Building or the tenants thereof may be denied access to the Building or may be removed from the Building. In the event of invasion, riot, public excitement 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 tenants and the protection of property in the Building.
16. All entrance doors to a tenant's premises shall be kept locked when such premises are not in use. Entrance doors shall not be left open at any time unless a tenant occupies a full floor and then only during business hours.
17. Each tenant shall, at the expense of such tenant, provide light, power and water for the employees of Landlord, and the agents, contractors and employees of Landlord, while doing janitorial service or other cleaning in such tenant's premises and while making repairs in such tenant's premises.

18. No premises shall be used for lodging or sleeping or for any immoral or illegal purpose.
19. The requirements of tenants will be attended to only upon application at the office of the Building. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.
20. Canvassing, soliciting and peddling in the Building are prohibited and each tenant shall cooperate to prevent the same.
21. There shall not be used in any space, or in the Public Areas, either by any tenant or by others, in the moving or delivery or receipt of safes, freight, furniture, packages, boxes, crates, paper, office material or any other matter or thing, any hand trucks except those equipped with rubber tires, side guards and such other safeguards as Landlord shall reasonably require. No hand trucks shall be used in passenger elevators.
22. No tenant shall emit or discharge objectionable noise, fumes, vapors or odors into the Building or Building Equipment or cause or permit any odors of cooking or other processes, or any unusual or objectionable odors, to emanate from its premises which would annoy other tenants or create a public or private nuisance. No cooking shall be done in a tenant's premises except for hot beverages and microwave cooking and/or as is otherwise expressly permitted in its lease.
23. All paneling, doors, trim or other wood products not considered furniture shall be of fire-retardant materials. Before installation of any such materials, certification of the materials' fire-retardant characteristics shall be submitted to and approved by Landlord, and installed in a manner reasonably approved by Landlord.
24. No tenant shall without the consent of Landlord place, or cause or permit to be placed, any radio or television antenna or other signal sending or receiving device on the roof or on any other part of the outside of the Building or any device, electrical or otherwise, in such tenant's premises which may emanate electrical interference or radio waves which may impair radio or television broadcasting or reception or the normal use of computers or other electronic devices from or in the Building or elsewhere.
25. Each tenant shall comply, and cause its Invitees to comply, with all rules and regulations from time to time established by Landlord in respect of any parking garage servicing the Building to the extent used by Tenant or its Invitees.
26. Any persons employed by a tenant to perform any repair, maintenance or janitorial work within such tenant's premises shall, while in the Building and outside of such tenant's premises, be subject to and under the reasonable control and direction of Landlord (but not as an agent, servant or employee of Landlord), and such tenant shall be responsible for all acts of such persons.

27. Each tenant shall comply and cause its Invitees to comply with the City of Yonkers and New York State legislation relative to "Smoking". Each tenant is responsible for establishing conformant policies for smoking within tenant areas.
28. Smoking is prohibited in any public areas of the building, including stairwells, lavatories, elevators, lobbies etc.