

LOCAL LAW INTRO. NO. ____ - 2022

A Local Law amending Section 104.11(5)(f) of the Laws of Westchester County to provide the County of Westchester authority to enter into a lease agreement for approximately 17.58 acres of County-owned property located in the Grasslands Campus in the Valhalla section of the Town of Mt. Pleasant, New York with New York Medical College, its successors or assigns, for a term not to exceed ninety-nine (99) years.

NOW, THEREFORE, BE IT ENACTED by the County Board of the County of

Westchester as follows:

Section 1. Section 104.11(5)(f) of the Laws of Westchester County is hereby amended to read as follows:

Limitation of terms. The county shall not execute any leases either as lessor or lessee for a term exceeding 30 years, including renewals, except for county property located at Grasslands Reservation, Valhalla, New York, known as Sunshine Cottage, Vosburgh Pavilion, Munger Pavilion, and the Old Commissioner's House, together with a suitable means of ingress and egress thereto, which may be leased to New York Medical College for a period not to exceed sixty (60) years, including renewals, which property must be used by New York Medical College for medical and/or paramedical research and/or educational purposes, and except for a parcel of county property consisting of approximately twenty-one (21) acres located at Grasslands Reservation, Valhalla, New York (fronting on Route 9A on the west for approximately two hundred twenty (220) feet, continuing northwest along the Con Edison right-of-way for approximately one thousand two hundred (1,200) feet, continuing on the north approximately seven hundred (700) feet along property now or formerly owned by the Robert Martin Company, returning south on a broken line approximately one thousand three hundred fifty (1,350) feet to the northeast corner of property now or formerly owned by the Robert Martin Company and extending approximately eight hundred fifty (850) feet back to Route 9A), which may be leased for nonmunicipal purposes for an initial term not to exceed ninety-nine (99) years, including renewals, which may be further renewed for a term not to exceed thirty-three (33) years by mutual agreement of the parties, and except for county property located at Grasslands Reservation, Valhalla, New York known as the Westchester County Medical Center Campus which may be leased to the Westchester County Health Care Corporation, its successors or assigns, for an initial period not to exceed sixty (60) years, with three (3) consecutive options to renew for terms not to exceed ten (10) years each, and one (1) fourth and final option to renew for a term not to

exceed five (5) years, for a total term, including renewal options, of ninety-five (95) years to be exercisable at the option of the Westchester County Health Care Corporation, its successors or assigns, and except for county property located at the southwesterly corner of Court and Quarropas Streets in the City of White Plains which may be leased to a corporation formed by HANAC, Inc. and the Bluestone Organization, its successors or assigns, for a term of sixty-five (65) years, with three (3) consecutive options to renew for a term not to exceed ten (10) years each, for a total term, including renewal options, not to exceed ninety-five (95) years, for the purpose of constructing affordable senior rental housing, and except for county property located at the north portion of the Grasslands Reservation (also known as the Valhalla Campus at Grasslands) in the Valhalla section of the Town of Mt. Pleasant, New York, and commonly referred to as the "North 60" which may be leased to Fareri Associates, LP, its successors or assigns, for a term not to exceed ninety-nine (99) years for the purpose of creating a research and development complex, to support the county of Westchester's growing medical and biotech industry, and except for county property located off Knollwood Road in the Town of Greenburgh, New York neighboring the Westchester Community College campus which may be leased to Mayfair Housing LLC, and Mayfair Housing Development Fund Company, Inc., for a term of 65 years for the purpose of development, rehabilitation and operation of an affordable housing project consisting of approximately 74 residential rental units exclusively for low and moderate-income senior citizens aged 62 and older, and except for county property consisting of 17.58 acres located in the Grasslands Campus (also known as the Grasslands Reservation and the Valhalla Campus at Grasslands) in the Valhalla section of the Town of Mt. Pleasant, New York which may be leased to New York Medical College, its successors or assigns, for a term not to exceed ninety-nine (99) years exclusively for the administration and operation of a duly licensed and accredited health sciences college or university.

§2. The County Executive or his authorized designee is hereby authorized and empowered to execute all instruments and to take all actions reasonably necessary to effectuate the purposes of this Local Law.

§3. The Clerk of the Board shall cause a notice of this Local Law to be published at least once a week for two successive weeks, the first publication of which shall be had within ten days after such local law is adopted, in the official newspapers published in the County of Westchester, said notice to contain the number, date of adoption and a true copy of the Local Law, and a statement that this Local Law changes a provision of law relating to the sale, exchange or leasing of County property and is therefore subject to the provisions of Section

209.171(7) of the Westchester County Administrative Code providing for a permissive referendum.

§4. This local law shall take effect sixty (60) days after its adoption subject to the provisions of Section 209.181 of the Westchester County Administrative Code.

DRAFT

AGREEMENT OF LEASE (hereinafter, "this Lease"), dated as of _____, 2022 (the "Commencement Date"), by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and principal place of business at the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (the "County" or "Landlord")

and

NEW YORK MEDICAL COLLEGE, a not-for-profit corporation organized and existing under the laws of the State of New York, having an office and principal place of business at Administration Building, Sunshine Cottage Road, Valhalla, New York 10595 ("NYMC" or "Tenant").

The County and NYMC hereinafter referred to each as a "Party" or collectively as the "Parties".

WITNESSETH

WHEREAS, on or about January 29, 1982, the County and NYMC entered into four (4) lease agreements for the lease by NYMC of four County-owned buildings located at Grasslands Campus in Valhalla, New York ("Grasslands Campus") known as: (i) Munger Pavilion, (ii) Sunshine Cottage, (iii) Vosburgh Pavilion, and (iv) the Old Commissioner's House (The lease for Munger Pavilion shall be referred to hereinafter as the "Munger Lease" and the leases for the remaining three (3) buildings shall be referred to hereinafter as the "Other Building Leases". The Munger Lease and the Other Building Leases shall be collectively referred to hereinafter as the "1982 Lease Agreements"); and

WHEREAS, the 1982 Lease Agreements each commenced January 29, 1982 for a thirty year term, and were each renewed for an additional thirty year term on January 29, 2012; and

WHEREAS, in May 2011, NYMC became affiliated with the Touro College and University System creating one of the largest biomedical higher education consortiums under one institutional banner in the United States; and

WHEREAS, presently NYMC has more than 1,400 students, 1,338 residents and clinical fellows, and more than 3,000 faculty members, and is seeking to create an environment conducive to learning, and has been working with the County and its neighbors to create a campus for its facilities at Grasslands Campus, that is easy to traverse and keeps with the picturesque setting of the Grasslands Campus; and

WHEREAS, NYMC has requested that the Munger Lease be terminated early and in substitution therefor the Parties enter into a new ninety-nine (99) year lease agreement for the Munger Pavilion, the land on which it is located, and the land surrounding Munger Pavilion and the Other Buildings (as hereinafter defined) which land is not currently leased to NYMC; and

WHEREAS, the Westchester County Health Care Corporation (“WCHCC”) has waived its right of first refusal with regards to this Lease in accordance with Section 20.2(a) of a certain Restated and Amended Lease Agreement (the “Restated WCHCC Lease”) with the County, dated December 30, 1998, as more fully set forth in Section 3.02 hereof and Schedule “E” herein; and

WHEREAS, by Local Law No. _____ of 2022, enacted by the Westchester County Board of Legislators (“County Board of Legislators”) on _____, 2022, and Resolution of the Westchester County Board of Acquisition and Contract (“County Board of Acquisition and Contract”) approved on _____, 2022, the County is authorized to enter into this Lease in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1 TERM, LEASED PROPERTY, ACCESS

Section 1.01 Termination of Munger Lease. Upon full execution of this Lease, the Munger Lease shall terminate and neither Party shall have any further rights or liabilities arising out of the Munger Lease. Each of the Other Building Leases shall remain in full force and effect for their remaining term in accordance with the terms and conditions of those lease agreements, as amended. Sunshine Cottage, Vosburgh Pavilion and the Old Commissioner’s House (hereinafter referred to as the “Other Buildings”), are specifically not included as part of the Leased Property (as hereinafter defined).

Section 1.02 Term. The term of this Lease shall be ninety-nine (99) years commencing on the Commencement Date (the “Term”), unless sooner terminated as provided herein.

Section 1.03 Leased Property. Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, upon the terms, conditions, and covenants and agreements contained herein, approximately 17.58 acres of land (comprised of approximately 15.65 acres and approximately 1.93 acres of Open Space [as defined below]) located at the Grasslands Campus (the “Leased Land”), the building known as Munger Pavilion (the “Leased Building”) and any other buildings, structures or other improvements now existing or hereinafter erected or placed upon, on and under the Leased Land during the Term (“Improvements”), including but not limited to the Leased Tunnels and New Building (as both are hereinafter defined), but not including the Other Buildings, or any County Roads (defined below). (The Leased Land, Leased Building, Leased Tunnels, and Improvements are collectively referred to herein as the “Leased Property” or the “Leased Premises”). Legal descriptions of the Leased Land are attached hereto as Schedules “A” and “A-1,” respectively, and a map of the Leased Property is attached hereto as Schedule “B.”

Section 1.04 Open Space. Tenant acknowledges that approximately 1.81 acres of the Leased Land located at the corner of Hammond House Road as described in Schedule “A-1” and shown and referred to on Schedule “B” as “Open Space” shall during the Term remain as

undeveloped open space (the “Open Space”). Notwithstanding anything to the contrary contained elsewhere in this Lease, Tenant agrees that it shall not improve or alter the Open Space in any manner except as approved by the County in its sole discretion subject to all necessary legal approvals, including, but not limited to approval of the County Board of Legislators. Tenant shall maintain the Open Space in accordance with the terms of this Lease.

Section 1.05 Access to Leased Property.

(a) Tenant shall have the right, in common with others, of vehicular and pedestrian access to the Leased Property on and over all public streets and roads, including the designated County roads shown on Schedule “C” (“County Roads”), and off-site pathways and walkways located on property owned by Landlord at Grasslands Campus and not leased by Landlord to WCHCC or to any other party (“Off-Site Pathways”), twenty-four hours a day, seven days a week.

(b) It is acknowledged and understood that the County owns other real property adjacent to, surrounding or in the vicinity of the Leased Property and must maintain access to its other real property for itself, its employees, agents, tenants and the general public at all times through the Leased Property.

(c) Tenant, at its sole option and expense, shall have the right to modify, alter, improve or relocate any roads, pathways and walkways located wholly within the Leased Property, not including the Open Space and subject to the prior approval of the County Commissioner of Public Works and Transportation or duly authorized designee (the “DPWT Commissioner”) in accordance with the procedure set forth in Section 7.01 of this Lease.

(d) Landlord, at its sole option and expense and upon reasonable prior notice to Tenant, shall have the right to modify, alter, improve or relocate public streets and roads, including County Roads, and any Off-Site Pathways, provided that Landlord shall not by such modification, alteration, improvement or relocation, materially impair or diminish Tenant’s ingress and egress to or beneficial use of the Leased Property. Notwithstanding the immediately preceding sentence, such activities by Landlord shall not be deemed to materially impair or diminish Tenant’s ingress and egress to or beneficial use of the Leased Property if the modification, alteration, improvement or relocation: (i) is to protect public health, safety and welfare in an emergency situation; or (ii) is temporary, e.g., not exceeding one (1) year, provided a comparable substitute means of access to the Leased Premises already exists or is made available to Tenant; or (iii) is required pursuant to a preexisting lease or easement with Landlord but to which Tenant is not a party, provided a comparable substitute means of access to the Leased Premises already exists or is made available to Tenant.

(e) Landlord may, at any time, temporarily or permanently close or consent to or request the closing of any public street or public road, including a County Road, to protect public health, safety and welfare in an emergency situation, and for any other reason provided a comparable substitute means of ingress and egress to the Leased Property already exists or is

made available to the Tenant. Tenant hereby releases and discharges Landlord, its officers, employees and agents, of and from any and all claims, demands, or causes of action which Tenant may now or at any time have against Landlord, arising or alleged to arise out of the closing of any public street or public road, including a County Road, in accordance with this subsection (d).

Section 1.06 Underground Tunnels.

(a) The Parties acknowledge that there are four (4) underground tunnels, or portions of tunnels, on the Leased Land, as follows:

(i) between Vosburgh Pavilion and the Leased Building, including all pipes, ducts and conduits located therein;

(ii) between Sunshine Cottage and the Leased Building, including all pipes, ducts and conduits located therein, ((i) and (ii) hereinafter collectively referred to as the “Leased Tunnels”),

(iii) between Woods Road and Vosburgh Pavilion, (the “Woods Road Tunnel”); and

(iv) between the Leased Building and the premises leased by WCHCC (the “Shared Tunnel”).

A map identifying the Leased Tunnels, the Woods Road Tunnel, and the Shared Tunnel is attached hereto as Schedule “D”.

(b) Landlord and Tenant shall each have full and free access to and use of the Leased Tunnels (subject to subsection (c), below), including the ability to maintain their respective existing facilities and/or add new facilities as they deem necessary in the Leased Tunnels; provided that any new facilities installed by a Party shall not impair the use by the other Party of its facilities in the Leased Tunnels or in the event any new facilities do impair use by the other Party, the new facilities will be modified so as not to impair the use by the other Party. Each Party shall be responsible for the costs to maintain its own facilities in a safe manner and in accordance with current industry standards. Any new facilities or repairs to the Leased Tunnels undertaken by Tenant shall be subject to the prior approval of the DPWT Commissioner in accordance with the procedure set forth in Section 7.01 of this Lease.

Landlord acknowledges that as provided in subsection (c) below, Tenant may in connection with the development of the New Building close the Leased Tunnels, and therefore agrees that it shall not add any new facilities to the Leased Tunnels without Tenant’s approval, which shall not be unreasonably withheld, conditioned, or delayed provided such new facilities will not materially impair the construction and/or operation of the New Building.

(c) Landlord acknowledges and agrees that the Leased Tunnels may be used by Tenant for any purposes incidental to Tenant's Intended Use (as hereinafter defined) including, without limitation, pedestrian access between the New Building and Other Buildings and utility facilities, and may from time to time be closed (temporarily or permanently) and re-opened by Tenant for such purposes, in accordance with all Applicable Laws (as defined below) and upon approval by the DPWT Commissioner in accordance with the procedure set forth in Section 7.01 of this Lease, provided that prior to any such closure, whether temporary or permanent, Tenant confirms that there are no facilities or utility lines in the Leased Tunnels that are being used by the County or its other tenant(s). If any such facilities or utility lines are active, then Tenant shall ensure continued use and access to same by the County and/or its other tenants. Tenant shall have the right to relocate such facilities or utility lines at Tenant's sole cost and expense. Notwithstanding anything to the contrary contained herein, any plan for demolition, removal or closure of any and all portions of the Leased Tunnels whether temporary or permanent and/or relocation of such facilities must first be approved by the DPWT Commissioner in accordance with the procedure set forth in Section 7.01 of this Lease.

(d) Tenant acknowledges that as of the Commencement Date, the Shared Tunnel is closed. Tenant shall have the right, in its sole discretion, but subject to the consent of WCHHC, to reopen the Shared Tunnel, and to use the Shared Tunnel for pedestrian access, provided that Tenant makes any repairs to the Shared Tunnel then required for safe use and operation at its cost and expense. For the avoidance of doubt, if the Shared Tunnel remains closed, Tenant's only obligation will be to maintain at its cost and expense any utility pipes, ducts and conduits in the Shared Tunnel used for the operation of Tenant's Improvements on the Leased Premises. Subject to the foregoing, Tenant is hereby granted a license for the Term to use the Shared Tunnel. Landlord shall have full and free access to the Shared Tunnel at all times.

(e) Tenant acknowledges and agrees that it has no rights in and to the Woods Road Tunnel or the County's heating plant.

Section 1.07 Emergency Use. In addition to the above, the County shall have the right to use the Leased Property or any portion thereof (but not the Leased Building or the Other Buildings) in the event an emergency or disaster is declared by any federal, state or local government in accordance with Applicable Law (defined below) for the duration of the emergency or disaster; provided that such use shall be to the minimum extent reasonably necessary to address the emergency, with due regard for Tenant's operations at the Leased Property. The County shall notify Tenant of a declared emergency at the earliest possible time considering all of the facts and circumstances surrounding the emergency. In the event of a declared emergency where Landlord has exercised its rights to use the Leased Property, all obligations of Tenant, including the payment of Rent (as hereinafter defined) as and when due, shall be suspended until Landlord's use and occupancy of the Leased Property (or portion thereof) ceases, and the Leased Property (or portion thereof) is surrendered to Tenant. In the event Landlord uses less than the entirety of the Leased Property and Tenant is able to continue to operate in the remainder of the Leased Property, Rent shall be abated with respect to the portion of the Leased Premises used by Landlord for the duration of such use. By way of

example, if Landlord uses a quarter of the Leased Property and Tenant is able to operate in the remainder, Rent shall likewise be abated by a quarter.

ARTICLE 2 RENT

Section 2.01 Cost Reimbursement. Tenant agrees that within sixty (60) days of the Commencement Date, it shall reimburse the County \$2,500.00, representing 50% of the cost of the appraisal for the Leased Property that was conducted in 2018. Tenant further agrees it shall pay 50% of the cost of any future appraisal that may be required by the terms of this Lease or agreed to by the Parties during the Term.

Section 2.02 Triple Net Lease. Except as otherwise provided herein, Tenant shall be solely responsible for all expenses and other monetary charges in connection with the Leased Property, including but not limited to financing costs, insurance costs, maintenance, repairs and restoration of the Leased Property. In addition, whether billed to Tenant or Landlord, Tenant shall be responsible for all operating expenses of the Leased Property, including, but not limited to, real estate taxes, assessments, water, gas, electric, sewer charges or sewer rent, and other utility charges or usage fees, and any other state, County or municipal charges, duties, special district levies and taxes, special assessments, or fees or charges in lieu thereof, or license and permit fees (collectively, "Expenses"). This Lease shall be a triple net lease and Rent, including Additional Rent (as both terms are hereinafter defined), and all other sums payable hereunder by the Tenant including but not limited to Expenses, shall be paid without notice or demand, and without setoff, counterclaim, recoupment, abatement, diminution, deduction, reduction or defense, except as otherwise specifically set forth herein.

If there are any other charges of any kind owed to Landlord by Tenant under this Lease, it shall be known as "Additional Rent". Any Expenses billed to Landlord shall be paid by Tenant to Landlord as Additional Rent.

Section 2.03 Rent.

(a) Tenant shall pay Landlord as rent for the Leased Property the sum of \$1.00 Dollar per year until the issuance of a temporary certificate of occupancy ("TCO"), for the New Building (as defined in Section 6.01 of this Lease).

Commencing upon the date of issuance of the TCO for the New Building (the "TCO Date") and continuing thereafter for the next thirty (30) years ("Initial Term"), Tenant shall pay Landlord rent annually an amount equal to two and a half (2.5%) percent of Gross Revenue for the New Building ("Initial Term Rent").

If the TCO Date is not the first day of a Lease Year (as hereinafter defined), then Tenant shall pay Initial Term Rent for the applicable portion of the first Lease Year and the last Lease Year of the Initial Term on a pro rata basis.

Thereafter commencing on the thirtieth (30th) anniversary of the TCO Date and continuing through the end of the Term (“Remainder Term”), Tenant shall pay Landlord rent annually an amount equal to four and half (4.5%) percent of the Gross Revenue for the New Building (“Remainder Term Rent”).

(b) For purposes of this Lease, the term:

(i) “Rent” shall mean Initial Term Rent, Remainder Term Rent, and Additional Rent, if any;

(ii) “Lease Year” shall mean the twelve (12) month period from the Commencement Date and each twelve (12) month period thereafter occurring in whole or in part during the Term; and

(iii) “Gross Revenue” shall mean all payments and all other revenues generated or received by or on behalf of Tenant, or by any successor or assign including any Developer, Affiliate, Successor (as those terms are defined in Article 16 of this Lease) from all sources for the use, occupancy and/or operation of the New Building, including, but not limited to:

- (A) rents, room and board, license fees, room charges, parking fees, other fees or charges and security deposits (but only to the extent retained by Landlord);
- (B) rent paid under any sublease to Tenant or any successor or assign including any Developer, Affiliate, or Successor;
- (C) business interruption insurance proceeds, if any;
- (D) operating expense pass-through revenues and common area maintenance, if any;
- (E) any other amounts paid for the use, occupancy and/or operation of the New Building, which may be in lieu of, or in addition to, Rent, including, but not limited to, shared business revenues, and/or payment or assumption on behalf of Tenant of any debt service of, or repayment on behalf of Tenant of any portion of the principal amount of, any Leasehold Mortgage (as defined in Article 17 of this Lease).

The parties hereby acknowledge and agree that it is their express intent that the aforesaid definition of Gross Revenue shall be construed as broadly as possible, provided, however, that Gross Revenues shall not include: (i) payments to Tenant attributable to sales taxes, tuition, or grants or subsidies; or (ii) the rent under any sublease of any space in the New Building

subleased to the Westchester Institute of Human Development; or (iii) any fees paid by Tenant to any person or entity for management and/or operation of the New Building.

(c) Rent shall be due and payable by Tenant to Landlord in advance within thirty (30) days after the start of the Initial Term and thereafter within thirty (30) days of the commencement of each subsequent Lease Year. All Rent shall be paid in the lawful money of the United States of America to the County Commissioner of Finance at the County's address for notices or to such other person or address as may have been identified in a notice given by the County to the Tenant.

(d) Except to the extent the County consents to assumption by a successor of the obligations of Tenant to the Landlord for payment of all Rent and Expenses due under this Lease, Tenant shall be primarily liable for Rent and Expenses, whether owed by Tenant or any successor or assign including any Developer or Affiliate, but not owed by any Successor, as long as it is a Successor within the meaning of Section 16.03. Failure of any successor or assign, including any Developer or Affiliate, to make any required payments shall not relieve Tenant of its obligations to the County to pay the same.

2.04. Reconciliation. The Initial Term Rent and the Remainder Term Rent payable by Tenant to Landlord under Section 2.03 above shall be estimated by Tenant based on expected Gross Revenue during the ensuing Lease Year and paid to Landlord within thirty (30) days of the start of each Lease Year. Within sixty (60) days after the conclusion of each Lease Year, Tenant shall deliver to Landlord a statement (the "Annual Reconciliation") of the actual Gross Revenue received by Tenant during the immediately preceding Lease Year. If for any Lease Year, the sum of Tenant's Gross Revenue, as specified in the Annual Reconciliation, is less than the total amount of the Initial Term Rent or Remainder Term Rent paid by Tenant under Section 2.03 above for such Lease Year, then any such overpayment shall be credited toward the Rent for the following Lease Year. If for any Lease Year, the sum of Tenant's Gross Revenue, as specified in the Annual Reconciliation, is more than the total amount of the Initial Term Rent or Remainder Term Rent paid by Tenant under Section 2.03 above for such Lease Year, then any such underpayment shall be paid by Tenant to Landlord within thirty (30) days following the Landlord's receipt of such Annual Reconciliation. This Section 2.04 shall survive the expiration or sooner termination of this Lease.

Section 2.05. Open Space Rent. In addition to the Rent paid by Tenant under Section 2.03 above, Tenant shall pay to Landlord as Additional Rent for use of the Open Space the sum of \$30,300.00 annually per Lease Year for the entire Term of this Lease, with the first annual payment payable within sixty (60) days of the Commencement Date and then payable annually within sixty (60) days of the commencement of every Lease Year thereafter.

Section 2.06 Late Payment. If any payment of Rent or Additional Rent is not made within thirty (30) days after the date due and payable under this Lease, such unpaid amount shall bear interest at an annual rate of interest which is three percent (3%) over the prime rate of interest as published daily in the Wall Street Journal. Interest for a late payment shall be

computed separately for each month, or any part thereof, during which any amount upon which interest is to be charged hereunder remains unpaid hereunder.

Section 2.07 County Audit. The County shall have the right to audit Tenant's books and records for the purposes of verifying Tenant's annual Gross Revenue, and Rent and Additional Rent payable by Tenant, as well as the labor rates paid by Tenant in connection with Article 28 herein; provided, however, that (i) the County must provide Tenant with thirty (30) days' prior written notice of such an audit, (ii) the County may conduct such audit only once per year, and (iii) the County may conduct such audit no later than three (3) years after the end of the Lease Year being audited, unless mutually agreed to by the Parties. This Section 2.07 shall survive the expiration or sooner termination of this Lease.

Tenant shall endeavor to include a provision in any sublease of the Leased Property (or any portion thereof) requiring the sublessee to participate in the County's audits and to allow the County the right to audit the books and records of the sublessee for the purposes of verifying annual Gross Revenue, Rent and Additional Rent.

Tenant shall include a provision in any contract with a contractor for construction of the New Building and all other work related to construction of the New Building to be performed pursuant to this Lease requiring the contractor to participate in the County's audits and to allow the County the right to audit the books and records of the contractor for the purposes of verifying its labor rates in connection with Article 28 herein.

ARTICLE 3 USE OF LEASED PROPERTY

Section 3.01 Use.

(a) Except as approved by the Landlord in accordance with subsection (b) below, the Leased Property shall be used by Tenant exclusively for the administration and operation of a duly licensed and accredited health sciences college or university including, but not limited to, a medical school, and for related educational, research, health, medical, paramedical, biomedical, health science, and/or dental purposes, including parking, room and board for students, administrators, faculty, residents and medical staff of Tenant and WCHCC; academic, educational and support services; and all related and ancillary uses with respect to any of the foregoing including support of individuals with disabilities and vulnerable children (individually or collectively, "Tenant's Intended Use"). Tenant's use of the Leased Property is subject to all Applicable Laws, including land use and zoning laws, which may restrict or prohibit any use permitted by this Lease.

(b) In the event that Tenant desires to use the Leased Property for any use other than Tenant's Intended Use (a "New Use"), Tenant shall submit a written request with details about, and the reasons for, the proposed New Use to the County Executive, or to a duly authorized designee (the "County Executive"), for his/her review and approval, which shall not be unreasonably withheld or conditioned in accordance with the procedure set forth below. Within

ninety (90) days after receipt of such a request by the County Executive with the supporting details and reasons for the proposed New Use, the County Executive shall notify Tenant its approval or disapproval of the New Use, and, in the event of its disapproval, the County Executive shall specify in a notice to Tenant the reasons for its disapproval and Tenant shall have the right to re-submit a revised request for the County Executive's approval. The County Executive shall notify Tenant within ninety (90) days after receipt of any such revised request of its approval or disapproval of the revised request, and, in the event of disapproval, the County Executive shall specify in a notice to Tenant the reasons therefor. The Parties agree that Tenant shall have the right to continue to submit further revised requests to the County Executive for approval. Upon approval by the County Executive as set forth hereinabove, any proposed New Use shall be thereafter further subject to all necessary legal approvals, including but not limited to the approval of the County Board of Legislators, in the form of an amendment to this Lease, which amendment shall require payment to Landlord of the "fair market value rent" ("FMVR") of the Leased Property for the New Use, and may contain other reasonable provisions appropriate and customary for the New Use. The FMVR shall be determined by a qualified appraiser with demonstrated experience in the valuation of commercial real property in Westchester County, including for the same or substantially similar uses as the New Use, mutually acceptable to the Parties (the "Appraiser"). Tenant shall be liable for all costs of the appraisal.

Section 3.02 WCHCC. It is understood and agreed by Tenant that this Lease is additionally subject to certain rights of WCHCC under the Restated WCHCC Lease. In particular, Article XX, Section 20.2(a) of the Restated WCHCC Lease vests WCHCC with a right of first refusal in connection with the sale, lease, license or commercial arrangement of all or any portion of the Grasslands Campus which is not included within the premises leased to WCHCC, for which the County receives a bona fide written offer that the County desires to accept. A copy of Article XX of the Restated WCHCC Lease is attached hereto and made a part hereof as Schedule "E". By letter dated _____, 2022, a copy of which is attached hereto and made a part hereof as Schedule "F", WCHCC has waived its right of first refusal under Article XX of the Restated WCHCC Lease with respect to this Lease.

In addition to this right of first refusal, which has been waived as set forth above, the County as WCHCC's landlord, pursuant to Article XXXIX of the Restated WCHCC Lease, will not lease, license, use or permit to be used by anyone other than WCHCC, as tenant, certain identified property, which is inclusive of the Leased Property herein, for the provision of any medical or health related service, including, but not limited to senior housing, assisted living housing, and such other uses for which all or any portion of the premises leased to WCHCC are then being used by WCHCC, or a sublessee ("WCHCC Restrictive Covenant"). It is understood and agreed to by Tenant, that Tenant's Intended Use shall not violate the WCHCC Restrictive Covenant and that if Tenant desires to undertake anything that is prohibited under Article XXXIX of the Restated WCHCC Lease, then same shall not be permitted unless and until either: (a) WCHCC irrevocably waives such restrictions in writing; or (b) the Restated WCHCC Lease is amended to authorize such prohibited use. Tenant acknowledges that Tenant shall not be permitted to use any portion of the Leased Property for any use that is prohibited by Article

XXXIX of the Restated WCHCC Lease unless and until either (a) or (b) above occurs, and any required approvals as set forth in this Lease are obtained. Landlord acknowledges that upon either (a) or (b) above occurring, such use shall be considered “permitted” for all purposes of this Lease. The phrase “irrevocably waives such restrictions in writing” shall mean a writing signed by an officer of WCHCC who has been duly authorized by WCHCC to execute such a document on behalf of WCHCC. A copy of Article XXXIX of the Restated WCHCC Lease is attached as Schedule “G”. Tenant acknowledges that any amendment to the Restated WCHCC Lease is subject to the approval of the County Board of Legislators and County Board of Acquisition and Contract.

Section 3.03 Affordable Housing. Should any approved New Use of the Leased Property include market rate residential units, Tenant agrees that at least twenty percent (20%) of said units shall be affordable housing units that comply with the County’s Affordable Housing program.

ARTICLE 4 CONDITION OF LEASED PROPERTY

Section 4.01 Condition of Leased Property, Hazardous Materials. Except as otherwise expressly provided in this Lease and subject to Section 4.03 hereof:

(a) Tenant accepts the Leased Property “AS IS”, in its present condition on the date hereof and without any representation or warranty by Landlord as to the condition thereof, except as expressly set forth herein;

(b) Tenant acknowledges it has been in continuous possession of the Leased Building since January 29, 1982 and the Landlord has no knowledge of the condition of the Leased Building and makes no representations or warranties at all with respect to such Leased Building;

(c) Landlord shall not be responsible for any latent or other defect or change of condition in the Leased Property; and

(d) in no event shall the Rent payable hereunder be withheld or abated on account of any defect in the Leased Property, nor for any change in its condition, nor for any damage occurring thereto except as expressly provided in this Lease.

Section 4.02 Assignment of Warranties. Landlord hereby assigns to Tenant existing warranties, if any, relating to the Leased Property or equipment therein. Landlord represents that to the best of its knowledge there are no warranties relating to the Leased Property or the equipment therein that require the consent of the warrantor to assign.

Section 4.03 Hazardous Materials.

(a) “Hazardous Materials” shall mean any hazardous or toxic substance or container therefor which is, or becomes regulated by any governmental authority (defined in Section 6.03

below) and includes, without limitation, underground storage tanks, drums or transformers and any substance which is (i) defined as “Hazardous Substance”, “Hazardous Waste”, or “Extremely Hazardous Substance” pursuant to any provisions of the United States Code including United States Code sections commonly known as the Federal Water Pollution Control Act, the Federal Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Superfund Amendments and Reauthorizations Act of 1986 or analogous New York State laws, (ii) defined as hazardous substance or material pursuant to any state or local law, ordinance or regulation governing the Leased Premises, (iii) petroleum, gasoline, diesel fuel, crude oil or a by-product thereof, (iv) asbestos or asbestos containing material, (v) any pesticide, (vi) polychlorinated biphenyl, (vii) any dry-cleaning fluid, or (viii) any solvent.

(b) If Hazardous Materials are discovered on or at the Leased Property during the Term hereof and pursuant to Applicable Laws are required to be eliminated, removed or otherwise mitigated or remediated (“Remediation”), then the Party liable for Remediation pursuant to subsection (c) or (d), below, shall identify the source of such Hazardous Materials and develop a Remediation plan, consistent with the requirements of Applicable Laws.

(c) Tenant shall be responsible, at its sole cost and expense, for the Remediation of: (i) all Hazardous Materials in all portions of the Leased Property (including the Leased Tunnels) existing at the Leased Property as of the Commencement Date, regardless of origin or cause, and whether necessitated by construction, re-construction, alteration, or deterioration of any building or structure, accident, or as a prerequisite to occupancy by Tenant or any sublessee; and (ii) all Hazardous Materials introduced to the Leased Property, including the Leased Tunnels or the Shared Tunnel (if opened and used by Tenant in accordance with Section 1.06(d) of this Lease), by the acts or omissions of Tenant, its sublessees, agents, employees, contractors, or representatives; and (iii) any other Hazardous Materials except as set forth in Section 4.03(d) of this Lease.

(d) Landlord shall be responsible, at its sole cost and expense, solely for the Remediation of Hazardous Materials introduced to the Leased Property from and after the Commencement Date, including in and to the Leased Tunnels or the Shared Tunnel (if used by Landlord), by the acts or omissions of Landlord, its tenants, agents, employees, contractors, or representatives.

(e) Tenant hereby agrees to indemnify and defend the County and hold the County harmless from and against any and all claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against the County, as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission, discharging or releasing from or on, the Leased Property of any Hazardous Materials which the Tenant is obligated to remove pursuant to the preceding provisions of Section 4.03(c), including, without limitation, any losses, liabilities, damages, injuries, costs, expenses (including, without limitation, reasonable attorneys’, experts’ and consultants’ fees and disbursements) or claims asserted or arising under any applicable environmental law, directly caused by the act or omission of the

Tenant, its employees, officers, agents and contractors, other than claims arising from the direct act or failure to act of the County. The County shall promptly notify Tenant of any such claims and shall reasonably cooperate with Tenant with respect thereto.

(f) Landlord hereby agrees to indemnify and defend Tenant and hold Tenant harmless from and against any and all claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Tenant, as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission, discharging or releasing from or on, the Leased Property of any Hazardous Materials which the Landlord is obligated to remove pursuant to the preceding provisions of Section 4.03(d), including, without limitation, any losses, liabilities, damages, injuries, costs, expenses (including, without limitation, reasonable attorneys', experts' and consultants' fees and disbursements) or claims asserted or arising under any applicable environmental law, directly caused by the act or omission of Landlord, its employees, officers, agents and contractors, other than claims arising from the direct act or failure to act of Tenant. Tenant shall promptly notify Landlord of any such claims and shall reasonably cooperate with Landlord with respect thereto.

(g) The provisions of this Section 4.03 shall survive the expiration or sooner termination of this Lease.

ARTICLE 5 COVENANT TO MAINTAIN AND REPAIR

Section 5.01 Landlord's Obligations. Except as provided in Section 1.06(b) of this Lease, Landlord shall not be required to maintain nor to make any improvements, repairs or restorations upon or to the Leased Property or the Improvements, unless such repair, maintenance or restoration is necessitated by an act of Landlord or third persons under the direction or control of Landlord.

Section 5.02 Tenant's Obligations. It shall be the obligation of Tenant to maintain and repair the Leased Property in accordance with Applicable Laws.

In addition, Tenant covenants and agrees during the Term, at the Tenant's own cost and expense, to maintain, repair and restore the Leased Property, the Leased Tunnels, the Shared Tunnel (if opened and used by Tenant in accordance with Section 1.06(d) of this Lease) and all pipes, ducts and conduits located in the Leased Tunnels and the Shared Tunnel, but only to the extent required by Section 1.06(d) of this Lease, and the Improvements including, but not limited to, any building, structure, entrances, walkways, sidewalks and curbs, utility line or equipment, and all water, drainage, electric, lighting, heating, air conditioning, steam, gas, elevator, power, sewer, storm water, plumbing, ventilating and all other equipment, fixtures and facilities on and under the Leased Property, in good, sound and safe condition and repair, and to permit no waste, overloading, damaging, defacing, nuisance or injury thereto which repairs, alterations, additions and improvements shall be in quality equal to, or better than, the original work.

Tenant further agrees, during the Term, at Tenant's own cost and expense, to keep all areas within the Leased Property including, but not limited to, the entrances, walkways, sidewalks, lawns, trees, shrubs, parking areas and parking lots, streets and curbs free of snow, ice, dirt, rubbish and other obstacles.

Tenant further agrees, at the Tenant's own cost and expense, to make and do all repairs and alterations required to the interior and exterior of the Leased Property, ordinary and extraordinary, unforeseen and foreseen, including, without limitation, repairs and alterations to parking areas and parking lots, access roads and roadways within the Leased Property (other than public streets and public roads, including County Roads).

Landlord permits Tenant to maintain statues formerly on piers in front of Sunshine Cottage in alternate publicly accessible locations, chosen by Tenant, on the Leased Premises.

If within sixty (60) days after written notice to Tenant by Landlord, Tenant shall fail to make any repairs or perform any maintenance required hereunder, or to take appropriate action to effect commencement thereof, or thereafter fail to diligently pursue and complete such repair or maintenance, as determined by Landlord in its reasonable discretion, Landlord shall have the right, but not the obligation, to make such repairs or perform such maintenance and Tenant shall pay Landlord all reasonable costs and expenses for such repairs or maintenance as Additional Rent.

ARTICLE 6 NEW BUILDING CONSTRUCTION

Section 6.01 Leased Building and New Building. Tenant, subject to the provisions of this Lease including, but not limited to, this Article 6 and , Article 28 (related to Landlord's performance of demolition and remediation of the Leased Building at its sole cost and expense), shall demolish the Leased Building, and in place of the Leased Building shall at its sole cost and expense construct one new building for Tenant's Intended Use together with ancillary structures, parking areas and appurtenances (the "New Building") all generally in the same location as the Leased Building.

From the Commencement Date and thereafter until the Leased Building demolition is complete and the New Building is constructed, Tenant shall use commercially reasonable measures to secure the surrounding area and ensure that it is safe and not accessible by the public, including but not limited to, posting appropriate signage.

Section 6.02 New Building Criteria. The New Building shall, except as otherwise agreed to by the Parties in writing, meet the following criteria:

(a) The New Building shall be constructed generally in accordance with the concept plan prepared by Tenant and attached hereto and made a part hereof as Schedule "H".

(b) The New Building and the site plan therefor shall be of a first class design, character and appearance, in compliance with Applicable Laws, and shall be consistent with the “woodland campus” nature of the Grasslands Campus, and shall conform to the County’s Leased Land Development Standards as the same may be amended from time to time (the “Development Standards”), the current version of which is attached hereto and made a part hereof as Schedule “I”, or such other or different requirements as the Parties may, from time to time, mutually agree upon. Notwithstanding the foregoing, it is acknowledged and understood that: (i) the Leased Building does not wholly comply with the setback requirements set forth in the Development Standards and that the portions of the Leased Building that are non-conforming with respect to setback requirements shall be “grandfathered in” as they relate to the construction of the New Building; and (ii) the Plans (as hereinafter defined) shall not be subject to changes to the Development Standards that are adopted by the County following approval of the Plans pursuant to Section 6.03 of this Lease.

(c) The New Building shall be constructed in accordance with all Applicable Laws and in accordance with all requirements of the New York Board of Fire Underwriters or other similar body having jurisdiction thereof.

Section 6.03 New Building Plans and Specifications.

(a) Tenant, at its own expense, shall engage an architect and/or engineer to prepare all plans necessary for all required permits and approvals of the New Building from any and all governmental authorities having jurisdiction thereof defined below, including any environmental approvals required under the State Environmental Quality Review Act, set forth in the New York State Environmental Conservation Law sections 3-0301(1)(b), 3-0301(2)(m) and 8-0113 and the implementing regulations promulgated pursuant thereto set forth in 6 N.Y.C.R.R. Part 617, and any amendments thereto (“SEQRA”). “Governmental Authority(ies)” means all federal, state, county, municipal and other governments and all subdivisions, agencies, authorities, departments, courts, commissions, boards, bureaus and instrumentalities of any of them having jurisdiction with respect to the development, construction, use and occupancy of the Leased Premises.

Tenant will cause to be prepared site plans showing the location of all structures, roadways, and parking areas and preliminary elevation drawings, renderings, and floor plans of the New Building (collectively the “Plans”) in sufficient detail to demonstrate that same are in compliance with the Development Standards and all Applicable Laws. Prior to submission to the Town of Mount Pleasant (the “Town”) and within eighteen (18) months of the Commencement Date, Tenant shall deliver the Plans to the County DPWT Commissioner and the County Commissioner of Planning or duly authorized designee (“Planning Commissioner”) for their review and approval, which shall not be unreasonably withheld or conditioned. Landlord shall notify Tenant within thirty (30) business days after receipt of any such Plans of the approval or disapproval of the proposed Plans, and, in the event of disapproval, shall specifically identify the objection and state the reasons therefor, in which event Tenant shall have the right to re-submit revised Plans to the County DPWT Commissioner and the Planning Commissioner for approval. Landlord shall notify Tenant within fifteen (15) business days after receipt of any such revised

Plans of approval or disapproval of the revised Plans, and, in the event of disapproval, shall specifically identify the objection and state the reasons therefor. The Parties agree that Tenant shall have the right to continue to submit further revised Plans to the County DPWT Commissioner and the Planning Commissioner until the revised Plans are approved.

Any change in the Plans made by Tenant after approval by Landlord, whether as a result of comments or requirements of the Town or otherwise, other than to address a Deficiency (as defined in Section 8.01), and that in any way substantially affects the exterior or the structure of the New Building, or the mechanical, electrical, or plumbing systems servicing the New Building, shall be submitted to the Landlord in accordance with the above procedure for further review and approval by Landlord.

(b) In addition, for any and all connections of the New Building to existing utilities, Tenant shall, at Tenant's cost and expense, comply with all provisions of Applicable Laws and the provisions of Section 7.04 hereof.

Section 6.04 New Building As Built Drawings. Copies of all "as built" drawings (which shall be deemed to include final architectural and engineering plans with field notations thereon) and equipment and building system operating and maintenance manuals for the New Building shall be delivered to the County DPWT Commissioner and the Planning Commissioner to complete the County's records. Final "as built" drawings must be signed and sealed by an appropriate licensed New York design professional.

Section 6.05 New Building Permits and Approvals. Following approval by Landlord of the Plans in accordance with Section 6.03 hereof, Tenant, at its sole cost and expense, will with reasonable diligence, subject to Unavoidable Delays (as defined in Section 23.01), procure all required permits and approvals (including, without limitation, under SEQRA) for the New Building from any and all Governmental Authorities (collectively, "Approvals"). Landlord will cooperate with Tenant, but without expense to Landlord, in procuring any such Approvals.

Tenant shall have the right to make any application or applications to the Town, and any and all Governmental Authorities, for the Approvals, including, without limitation, for site plan approval, building permits, zoning change, area variance, or use variance affecting the Leased Property, if same shall be required for the construction of the New Building, and Landlord will, without cost or expense to it, cooperate with Tenant in any such application.

Tenant shall reimburse Landlord any and all reasonable costs and expenses it incurs in connection with the above as Additional Rent, within thirty (30) days after delivery to Tenant of detailed invoices and supporting documentation.

Section 6.06 New Building Certificate of Completion. Upon receipt of all necessary Approvals, Tenant will commence and thereafter complete construction of the New Building with reasonable diligence, subject to Unavoidable Delays (as defined in Section 23.01), in a good, careful, proper and workmanlike manner, substantially in accordance with the Plans, as

amended, modified or changed from time to time in compliance with this Article 6 and with all Applicable Laws. Tenant will obtain and deliver to Landlord copies of all certificates from the County Department of Health, the New York Board of Fire Underwriters, or such other certificates for the use and occupancy of the New Building as are customarily obtained from any Governmental Authority. In addition to a certificate of occupancy from the Town, Tenant shall deliver to Landlord upon completion of the New Building a certificate of completion of the New Building signed by Tenant's engineer or architect and in a form reasonably acceptable to Landlord (a "Certificate of Completion").

Notwithstanding anything to the contrary contained in this Lease, Tenant is obligated to complete construction of the New Building within five (5) years after the later of (i) the date that all of the Approvals have become final and unappealable, or (ii) if Landlord is performing the work under Section 28.01(a) of this Lease, then the date that Landlord completes such work, subject to Unavoidable Delays. Subject to Article 17 of this Lease, failure to comply with the immediately preceding sentence shall give the Landlord the option to terminate this Lease.

Section 6.07 New Building Performance Bond. With respect to construction of the New Building, Tenant will obtain and provide to Landlord either (i) a performance and payment bond from the general contractor, guaranteeing the full and faithful performance and completion of construction of the New Building and the payment of the entire cost thereof, and having as a surety thereon a surety company of recognized responsibility and duly authorized and licensed to do business in the State of New York, carrying an AM Best's financial rating of "A" or better, in a penal sum equal to 100% of the estimated cost of construction, naming Tenant and Landlord as the beneficiaries (dual obligees) thereunder (but subordinate to the rights of any construction lender), to secure completion and payment for the construction, or (ii) a guaranty to Landlord of completion in substantially the same form and by the same entity as is given to the construction lender for such construction.

Section 6.08 Sustainable Building Principles. The design and construction of the New Building shall be capable of obtaining LEED Silver certification from the U.S. Green Building Council, and Tenant shall incorporate commercially reasonable efforts to go beyond LEED Silver. In the event such standards are replaced or revised at a point in time after the date of this Lease, then an equivalent standard or level of certification that existed at the time of local approval will apply. Tenant shall only be required to show that the New Building is capable of obtaining the LEED Silver certification, and not be required to actually obtain an official certification from the U.S. Green Building Council.

ARTICLE 7 OTHER CHANGES AND ALTERATIONS

Section 7.01 Changes and Alterations. Except for demolition of the Leased Building and construction of the New Building in accordance with Article 6 of this Lease, Tenant shall not change the footprint or height of the New Building, or make any other changes or alterations that in any way substantially affect the exterior or the structure of the New Building, or the

mechanical, electrical, or plumbing systems servicing the New Building, or make any other material changes or alterations to any other Improvements (collectively “Proposed Alterations”), without Landlord’s prior written approval and subject to necessary legal approvals, if any.

Tenant, at its own expense, shall engage an engineer to prepare plans of any Proposed Alterations showing the location of all structures, roadways, and parking areas in sufficient detail to demonstrate that same are in compliance with the Development Standards, Applicable Laws, and then current construction techniques and applicable engineering standards and requirements. All such plans shall be delivered to the County DPWT Commissioner and Planning Commissioner for review and approval, which shall not be unreasonably withheld or conditioned, prior to formal submission to the Town in accordance with the below. Landlord shall notify Tenant within thirty (30) business days after receipt of any such plans of its approval or disapproval of the proposed plans, and, in the event of its disapproval, shall specifically identify Landlord’s objection and state its reasons therefor, in which event Tenant shall have the right to re-submit revised plans for Landlord’s approval, and Landlord shall notify Tenant within fifteen (15) business days after receipt of any such revised plans of its approval or disapproval of the revised plans, and, in the event of its disapproval, shall specifically identify Landlord’s objection and state its reasons therefor. The Parties agree that Tenant shall have the right to continue to submit further revised plans to Landlord until the revised plans are approved.

Any change in the plans for any Proposed Alterations made by Tenant after approval by Landlord, whether as a result of comments or requirements of the Town or otherwise, other than to address a Deficiency (as defined in Section 8.01), and that in any way substantially affect the exterior or the structure of the New Building or the mechanical, electrical, or plumbing systems servicing the New Building, or materially change or alter any other Improvements, shall be submitted to the Landlord in accordance with the above procedure for further review and approval by Landlord.

Any Proposed Alterations pursuant to this Article 7 shall be subject to the following conditions which Tenant covenants to observe and perform:

(a) Any structural change or alteration shall be conducted under the supervision of a licensed architect or engineer selected by Tenant. At Landlord’s request and at Tenant’s expense, Tenant shall furnish to Landlord a copy of the plans and specification for such change or alteration signed and sealed by Tenant’s architect or engineer.

(b) All changes and alterations shall be of such a character that, when completed, the value and utility of the changes and alterations shall not be less than the value and utility thereof immediately prior to any such change or alteration.

(c) All work done in connection with any change or alteration shall be done in a good and workmanlike manner and in compliance with all Applicable Laws; the Leased Property shall at all times be free of liens for labor and materials supplied or claimed to have been supplied in

connection with such work; and the work of any such change or alteration shall be prosecuted with reasonable diligence, subject only to Unavoidable Delays.

(d) Copies of all “as built” drawings, if applicable, (which shall be deemed to include final architectural and engineering plans with field notations thereon) and equipment and building system operating and maintenance manuals, for the Proposed Alterations, shall be delivered to the County DPWT Commissioner and the Planning Commissioner to complete the County’s records. Final “as built” drawings must be signed and sealed by a licensed New York design professional.

(e) Tenant shall procure all required permits and approvals (including, without limitation under SEQRA) for any changes and alterations to the New Building from any and all Governmental Authorities.

Notwithstanding the foregoing or any contrary provision of this Lease, non-structural alterations to the interior of the New Building which do not substantially affect the mechanical, electrical, or plumbing systems servicing the New Building, and non-structural alterations to the exterior of the New Building, such as installation of rooftop HVAC and other equipment, and lighting and other fixtures and equipment to ensure health and safety, shall be permitted without County approval provided such alterations comply with any applicable provisions of the Development Standards, Applicable Laws, and applicable engineering standards and requirements.

Section 7.02 New Structures.

(a) Notwithstanding anything herein contained to the contrary, Tenant shall not construct or erect any new structure or facility of any kind (a “New Structure”) anywhere on the Leased Property, without prior written approval by the County, in accordance with the procedure set forth below, except as specifically set forth in Section 6.01 hereof as it relates to the construction of the New Building.

(b) In the event that Tenant desires to construct or erect any proposed New Structure anywhere upon, over or under the Leased Property, Tenant shall submit a written request with details about, and the reasons for, the proposed New Structure to the County Executive, for his/her review and approval, which shall not be unreasonably withheld or conditioned, in accordance with the procedure set forth below. Within ninety (90) days after receipt of such a request by the County Executive with the supporting details and reasons for the proposed New Structure, the County Executive shall notify Tenant of approval or disapproval of the proposed New Structure. The Parties agree that Tenant shall have the right to continue to submit further revised requests to the County Executive for approval. Upon approval by the County Executive as set forth hereinabove, any proposed New Structure shall be thereafter further subject to all necessary legal approvals, including but not limited to the approval of the County Board of Legislators, in the form of an amendment to this Lease, which amendment shall include mutually agreed upon proposed rent terms for the proposed New Structure.

(c) Notwithstanding the foregoing, minor structures or minor improvements that do not materially impact the utility infrastructure of the Grasslands Campus, either individually or cumulatively, such as, for example, pergolas, arbors, fountains, sculptures, and benches, may be constructed, erected or installed by Tenant without Landlord's prior approval. Minor structures or minor improvements that would materially impact the utility infrastructure of the Grasslands Campus, either individually or cumulatively, may only be constructed, erected or installed by Tenant subject to prior written approval by the DPWT Commissioner and Planning Commissioner. All requests for approval of minor structures must be in writing and accompanied by plans (if applicable) and submitted to the DPWT Commissioner and Planning Commissioner for their review and approval, which shall not be unreasonably withheld or conditioned. Tenant will be notified within thirty (30) business days after receipt of any such request of the approval or disapproval, and, in the event of disapproval, shall specifically identify the objection and state the reasons therefor. Tenant shall then have the right to re-submit a request to the County DPWT Commissioner and the Planning Commissioner for approval. Tenant shall be notified within fifteen (15) business days after receipt of any such revised request of approval or disapproval, and, in the event of disapproval, shall specifically identify the objection and state the reasons therefor. The Parties agree that Tenant shall have the right to continue to submit further revised requests to the County DPWT Commissioner and the Planning Commissioner until the request for the proposed minor structure is approved. If in the sole but reasonable discretion of the DPWT Commissioner and Planning Commissioner, the proposed minor structure or minor improvement is considered a New Structure as set forth in (a) above, the procedures in (b) above shall be adhered to by Tenant.

(d) Tenant shall procure all required permits and approvals (including, without limitation under SEQRA) for any proposed New Structure from any and all Governmental Authorities.

Section 7.03 No Rent Abatement. In the event of any changes or alterations as provided for in this Article 7, Rent payable under this Lease shall not be reduced or abated in any manner whatsoever except as otherwise expressly provided in this Lease.

Section 7.04 Performance Bond/Approvals. No Proposed Alteration, estimated to cost more than Two Hundred and Fifty Thousand (\$250,000.00) Dollars (the "Threshold Amount"), shall be commenced unless at the time thereof Tenant shall have obtained the following:

(a) Either (i) a performance and payment bond from each prime contractor performing work, guaranteeing the full and faithful performance and completion of construction of the change or alteration and the payment of the entire cost thereof, and having as a surety thereon a surety company of recognized responsibility and duly authorized to do business in the State of New York, carrying an AM Best's financial rating of "A" or better, in a penal sum equal to 100% of the estimated cost of the work, naming Tenant and Landlord as the beneficiaries (dual obliges) thereunder (but subordinate to the rights of any construction lender), to secure completion and payment for the construction, or (ii) a guaranty by Tenant to Landlord of

completion in substantially the same form and by the same entity as is given to the construction lender for such contemplated work provided, however, that such guaranty shall be in a form acceptable to the County Attorney in his/her sole discretion.

(b) All permits and approvals of all Governmental Authorities which are required to be obtained prior to commencement of the Proposed Alterations.

The Threshold Amount shall be adjusted yearly by the percentage change in the Consumer Price Index over the immediately preceding calendar year. "Consumer Price Index" means the Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor, All Items, New York, New York – Northeastern New Jersey Area, all urban consumers (1982-84 = 100), or a successor index (hereinafter "CPI").

Section 7.05 Existing Utilities. Notwithstanding the above, Tenant shall not make any repairs, alterations, modifications or changes to any of the County's main utility lines and utility distribution systems (including steam, electricity, telephone, sewer and water lines and systems) which serve the Leased Property and other portions of Grasslands Campus (collectively, "Utility Mains"). Tenant may repair, alter, modify or change only service laterals or service connections at the Leased Property that are secondary in nature, and only to the extent that such secondary utility lines exclusively serve the Leased Property. In the event that any secondary utility lines are shared with either the County or another tenant of the County, then to the extent repair, alteration, or modification to such lines is required to serve the Leased Property, Tenant will be required to pay, as Additional Rent, its proportionate share of the cost of repair, alteration, or modification, based on the respective square footages of the facilities served by such secondary utility lines.

Section 7.06. New Utility Connections. Any change or alteration to the Leased Property which would necessitate a new connection to any existing Utility Mains or increase the demand for such utility services beyond what is currently used or otherwise materially affect the capacity or efficiency of such Utility Mains, shall require the prior review and approval of Landlord.

Tenant, at its sole cost and expense, for any change or alteration requiring review under this Section 7.06, shall cause building mechanical schematics and plans and specifications showing the method and location of all utility connections, normal and peak load demands for such services and such other information reasonably required by Landlord to determine the effect, if any, of such increase in service on the capability, reliability and efficiency of the existing utility distribution systems or Utility Mains at Grasslands Campus.

Landlord shall notify Tenant, in writing, of its approval or disapproval of any requested change or alteration within ninety (90) days after all of the information required under this Section 7.06 shall have been submitted by Tenant to Landlord. If Landlord shall disapprove such requested change or alteration or any part thereof, such disapproval shall be in writing

specifically identifying Landlord's objection and stating the reasons therefor at which time Tenant may re-apply. If Landlord shall approve such requested change or alteration or any part thereof, Tenant will be required to pay any and all costs in connection with such change or alteration and obtain all permits from Governmental Authorities.

Tenant shall not be required to seek approval from Landlord for any utility connections made directly to a utility provider's facilities which do not utilize or impact Landlord's Utility Mains and/or adversely affect the capacity or efficiency of such Utility Mains, so long as all utility connections are in compliance with all Applicable Laws in existence at the time of the connection.

Section 7.07. Signs. Tenant shall have the right to maintain its existing signs on the Leased Property, and install and maintain other signs on the Leased Property identifying Tenant, operations, directions and such other information as shall be required by Tenant; provided, however, that any signs within or immediately adjacent to the right of way of any County Road shall (in addition to any permit or approval required by Applicable Laws) be subject to the prior written approval of Landlord, as to location and elevation of such signs, and whether lighted or unlighted. Such approval by Landlord shall not be unreasonably withheld, conditioned or delayed, except that no sign will be approved that may be confusing to automobile drivers or other traffic. Signs installed immediately adjacent or within the right-of-way of the County Road must meet the requirements of the federal Manual on Uniform Traffic Control Devices and NYS Supplement and require a DPWT road permit.

ARTICLE 8 INSPECTION; LANDLORD'S CONSTRUCTION, ALTERATIONS AND IMPROVEMENTS

Section 8.01 Inspection. During construction of the New Building, any Proposed Alterations, or any other construction or improvements on the Leased Property, Landlord may, from time to time, and at reasonable times upon reasonable prior notice, inspect such New Building, Proposed Alterations or any other construction or improvements on the Leased Property provided that conduct of such inspection shall not interfere with Tenant's construction activities. In the event that, during such construction or at any time prior to the issuance of any TCO or the Certificate of Completion, as the case may be, Landlord or its architects or engineers shall reasonably determine the New Building, Proposed Alterations or any other construction or improvements on the Leased Property is not being constructed substantially in accordance with such plans and/or the Development Standards, then Landlord shall give prompt notice in writing to Tenant, specifying in detail the manner in which Landlord claims construction does not accord with such plans or the Development Standards (a "Deficiency"). Tenant shall respond to Landlord within thirty (30) days either (x) notifying Landlord that Tenant will remedy the Deficiency, in which event Tenant must proceed to do so within a reasonable time, or (y) stating with specificity why no Deficiency exists and the reasons therefor. In the event of a disagreement between the Parties on the issue, it shall be resolved by the Parties in accordance with Article 24.

Section 8.02 Landlord's Construction, Alterations and Improvements. Except as otherwise provided herein, including but not limited to as set forth in Section 12.02, Landlord shall not commence any construction, alteration or improvement at the Leased Property (a "Landlord Improvement") without prior consultation with and approval of Tenant, which approval shall not be unreasonably withheld, conditioned or delayed. For purposes of this Section 8.02, Tenant's approval shall not be deemed to be unreasonably withheld if the proposed Landlord Improvement would materially adversely affect Tenant's Intended Use of the Leased Property in accordance with this Lease, or impair any right or increase any obligation of Tenant under this Lease. Notwithstanding the above, in the event an emergency situation arises requiring immediate action by the Landlord, Landlord shall undertake whatever action is required under the circumstances and the Tenant shall be notified within a reasonable time after the emergency occurs.

No such consultation with or prior approval of Tenant shall be required for any construction, alteration or improvement made by Landlord elsewhere on the Grasslands Campus.

Landlord agrees to bond, discharge, or satisfy, at its own expense, within ninety (90) days after notice of filing thereof, any lien, claim or encumbrance, filed or made against the Leased Property in connection with a Landlord Improvement. Landlord further agrees to defend and indemnify Tenant from and against any and all claims or causes of action if any shall arise out of this Section 8.02, at its sole expense, and agrees to bear all other reasonable costs and expenses relating hereto.

Section 8.03 Landlord's Reservation. Notwithstanding anything to the contrary contained elsewhere in the Lease, including but not limited to Section 8.02: (a) Landlord reserves the right to, at its cost and expense, locate a portion of the Tarrytown Kensico Pathway or similar pathway ("Trailway") within the right-of-way of any County Road without the prior approval of Tenant; (b) subject to Tenant's prior written approval, which shall not be unreasonably withheld, conditioned or delayed, Landlord may improve the Leased Land as may be necessary to create a portion of the Trailway; and (c) subject to Tenant's prior written approval, Landlord may improve other property owned by the Tenant that is not part of this Lease (Tenant's Property") as may be necessary to create a portion of the Trailway, in all cases provided such improvement does not materially adversely affect Tenant's Intended Use of the Leased Property in accordance with this Lease, or impair any right or increase any obligation of Tenant under this Lease. Subject to the foregoing, Tenant shall cooperate with Landlord in connection with the creation of the Trailway, at no cost or expense to Tenant.

Upon completion of construction of a portion of the Trailway on Tenant's Property, Tenant shall grant the County a non-exclusive, perpetual easement for the purpose of using and maintaining the Trailway in, on, over, across and through Tenant's Property in a form acceptable for recording.

Notwithstanding any provision of this Lease to the contrary, Landlord, and not Tenant, shall own the Trailway, and shall be responsible for operation, maintenance, repair and restoration of such Trailway, including, without limitation, removal of snow and ice therefrom.

In the event any portion of a Trailway is constructed on either the Leased Property or on Tenant's Property, Landlord, to the fullest extent provided by law, except to the extent that the events giving rise to claims for indemnification shall have resulted from the acts or omissions of Tenant, its officers, directors, members, employees, agents and representatives and/or third parties under Tenant's direction or control (all of the foregoing being herein referred to collectively as the "Tenant Indemnitees"), indemnify and save harmless the Tenant Indemnitees from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable engineers', architects', and attorneys' fees and disbursements, which may be imposed upon or incurred by or asserted against any of the Tenant Indemnitees at any time arising from or in connection with the use or occupancy of such Trailway, including the use by the general public.

Tenant shall promptly notify Landlord of any such claims and shall reasonably cooperate with Landlord with respect thereto without limitation, granting the Landlord full access to all documents, records, witnesses or other data and information within Tenant's custody and control related to any such claims. Tenant, its officers, employees and agents shall further comply with any reasonable request for testimony, without compulsion, and shall execute any required affidavit, certification or verification when requested to do so, provided that same is completely accurate and is limited to the affiant's own personal knowledge.

ARTICLE 9 EASEMENTS

Section 9.01 Easements. Landlord agrees to join with Tenant in creating such easements for electric, telephone, gas, water, sewer, and other public utilities and facilities, and access roads, or other facilities useful or necessary to the proper operation or economic development of the Leased Property; provided, however, that any such grant of easement or easement agreement shall be in a form reasonably acceptable to Landlord and shall provide for the right to relocate the easement to any other portion of the Leased Property reasonably suitable for such relocation, subject to the Party requiring such relocation being liable for all costs and expenses in effecting such relocation.

Tenant agrees to join with Landlord in creating such easements in, on, over, across and under the Leased Premises, for electric, telephone, gas, water, sewer and other public utilities and facilities and access roads or other facilities useful or necessary to Landlord's use and enjoyment of the Grasslands Campus; provided, however, that any such grant of easement or easement agreement shall be in a form reasonably acceptable to Tenant and shall provide for the right to relocate the easement to any other portion of the Leased Property reasonably suitable for such relocation, subject to the Party requiring such relocation being liable for all costs and expenses incurred in effecting such relocation.

Neither Party shall be entitled to any compensation for the grant of any such easements.

ARTICLE 10 INSURANCE AND INDEMNIFICATION

Section 10.01 Coverage. During the Term, Tenant agrees to provide and maintain the following insurance:

(a) Commercial general liability insurance against claims for personal injury or death, or property damage suffered by others occurring on or about the Leased Property including but not limited to any Improvements or other equipment located thereon, such liability insurance to afford, with respect to any accident or occurrence, protection to the limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and death and for property damage, together with contractual coverage (including but not limited to broad form contractual liability for the purposes of covering the indemnification provisions set forth in this Article 10) and completed operations, on the operations of all contractors and subcontractors, respectively. The County shall be named as an additional insured under such policy(ies). Upon issuance of a TCO for the New Building, the combined single limit set forth above shall increase to not less than Three Million Dollars (\$3,000,000).

(b) An umbrella policy with a minimum coverage of \$5,000,000, naming the County as additional insured, written on a “follow the form” basis, provided that every ten (10) years from the Commencement Date, the minimum coverage shall be adjusted by the cumulative percentage change in the CPI over the immediately preceding ten (10) year period.

(c) Tenant will keep all buildings and Improvements on the Leased Property insured against loss or damage by fire and customary extended coverage in a minimum amount equal to the full replacement value thereof. All policies of insurance required hereunder shall contain an endorsement that same may not be cancelled without thirty (30) days prior written notice to the County; evidence of such property insurance shall be provided to the County.

(d) For the construction of the New Building or any Proposed Alteration, Builder’s All Risk Insurance in the amount of one hundred (100%) percent of the estimated completion cost of the project.

(e) During the course of any construction or renovation done on the Leased Property, Tenant shall obtain from its contractor(s) in favor of the County an Owner’s Protective Liability policy with a minimum coverage of \$1,000,000 per occurrence/\$3,000,000 aggregate. Such policy shall be delivered to the County’s Director of Risk Management at least ten (10) business days prior to the commencement of any construction or renovations on the Leased Property.

(f) Automobile liability and property damage insurance for all owned, non-owned and hired vehicles insuring against liability for bodily injury and death and for property damage to afford protection to the limits of One Million Dollars (\$1,000,000) combined single limit; such

insurance shall, by its terms, be primary and noncontributory with respect to any other insurance carried by the County.

(g) If the Tenant maintains broader coverage and/or higher limits than any of the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Tenant, and shall have the benefit of any insurance proceeds in excess of the minimum amounts of insurance specified in this Section 10.01.

(h) Workers' Compensation. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law.

(i) All policies of Tenant shall comply with the following requirements:

(i) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the Parties that the insurance policies so affected shall protect both Parties and be primary coverage for any and all losses covered by the above-described insurance.

(ii) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester, it being the agreement of the Parties that Tenant's insurance shall be primary and non-contributory.

(iii) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(iv) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, Tenant.

Section 10.02 General Requirements. During the Term, Tenant shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying an AM Best financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty (30) days prior to cancellation of, or material change to, any policy, notice of same shall be given to the Director of Risk Management of the County of Westchester by certified mail, return receipt requested. All such notices shall identify Landlord and this Lease.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director of Risk Management of the County under generally accepted insurance principles applied to similar entities for similar uses/premises at the time, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, in each case in the

Director's reasonable judgment, Tenant shall upon notice to that effect from the Director, promptly obtain a new policy, and submit the policy and certificate to the Department of Risk Management of the County for approval. Failure of Tenant to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve Tenant from any liability under this Lease, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of Tenant concerning indemnification.

Section 10.03 Renewal and Cancellation. Each policy of insurance required to be maintained by Tenant under this Lease shall provide that it may not be canceled by the insurer for nonpayment of premiums or otherwise until at least thirty (30) days after service of notice of the proposed cancellation upon the County.

Section 10.04 Subcontract Requirements. Tenant will ensure that its contracts with any and all third parties, including but not limited to contractors, subcontractors and/or independent contractors (each a "contractor") that are engaged to perform any maintenance, repair, restoration, renovation, alteration, or construction on or to the Leased Property, including but not limited to the New Building and any other Improvements, shall include a written requirement that said contractor shall procure and maintain insurance naming the County as an additional insured as its interest may appear, and that such contractor shall, at its own cost and expense, procure and deliver to the County proof of the insurance coverages required under Section 10.01 of this Lease, including copies of policies if requested by the County Director of Risk Management. Notwithstanding the foregoing, a contractor performing routine maintenance work to, for instance, HVAC, electrical, plumbing and other mechanical building systems, where such contract for routine maintenance work is less than Twenty Thousand Dollars (\$20,000) annually, shall carry commercial general liability insurance, but the County shall not be required to be an additional insured under such insurance, and such insurance shall not be required to meet the coverage limits set forth in Section 10.01(a) above.

Section 10.05 Indemnification of the County. Tenant shall not do or permit any act or thing to be done upon the Leased Property which may subject the County to any liability or responsibility for injury, damage to persons or property, or to any liability by reason of any violation of law, and shall exercise such control over the Leased Property as may be necessary or advisable so as to fully protect the County against any such liability.

Tenant agrees that Tenant shall, to the fullest extent permitted by law, except to the extent that the events giving rise to claims for indemnification shall have resulted from the sole acts or omissions of the County, its employees and agents, indemnify and save harmless the County, its officers, elected or appointed officials, directors, employees, agents and representatives (all of the foregoing being herein referred to collectively as the "Indemnitees"), from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable engineers', architects' and attorneys' fees and disbursements, which may be imposed upon or incurred by or asserted against any of the Indemnitees at any time by reason of any of the following:

(i) Any construction or any other work or thing done in, on or about the Leased Property or any parts thereof, including but not limited to demolition of the Leased Building, construction of the New Building, or any other changes or alterations or improvements;

(ii) Any use, possession, occupation, repair, condition, operation, maintenance or management of the Leased Property, or any parts thereof or of any street, alley, sidewalk, curb, vault, passageway or space comprising a part thereof or adjacent thereto;

(iii) Any act or failure to act on the part of Tenant or its agents, contractors, subcontractors, servants, employees, licensees or invitees;

(iv) Any accident, injury (including death at any time resulting therefrom) or damage to any person or property occurring in, on or about the Leased Property or any parts thereof or in, on or about any street, alley, sidewalk, curb, vault, passageway, or space comprising a part thereof;

(v) Any failure on the part of Tenant to comply with all Applicable Laws and covenants, agreements, terms and conditions contained in this Lease on its part to be performed or complied with; or

(vi) Any violation by Tenant or any successor, assign, or sublessee, of the WCHCC Restrictive Covenant contained in the Restated WCHCC Lease.

Section 10.06 Defense of Claims. If any claim, action or proceeding is made or brought against any of the Indemnitees by reason of any event to which reference is made in Section 10.05, then, upon demand by the County, Tenant, without cost or expense to the County or any of the other Indemnitees, shall resist or defend such claim, action or proceeding in such Indemnitee's name, if necessary, with attorneys acceptable to Tenant's insurance carrier (if such claim, action or proceeding is covered by insurance), otherwise with such attorneys as are reasonably acceptable to the County Attorney. Notwithstanding the foregoing, the County may engage its own attorneys reasonably acceptable to Tenant at Tenant's expense, to defend or assist in defense of the County and/or any other Indemnitee if the County shall reasonably determine that the attorneys selected by Tenant cannot represent both Tenant and the County and/or any other Indemnitees in connection with the defense of any such claim, action, or proceeding. In such event, the County agrees that it will not settle or compromise any such claim, action or proceeding without the approval of Tenant, which approval shall not be unreasonably conditioned, withheld or delayed.

Section 10.07 Not Affected by Status of Insurance. The obligations of Tenant under this Article 10 shall not be affected in any way by the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Leased Property or any parts thereof.

Section 10.08 Survival. The provisions of this Article 10 shall survive the expiration or sooner termination of this Lease.

ARTICLE 11 DAMAGE TO OR DESTRUCTION OF LEASED PROPERTY

Section 11.01 Tenant's Obligation to Repair.

Tenant covenants that in case of damage to or destruction of any of the Leased Property by fire or any other casualty, similar or dissimilar, insured or uninsured, it will promptly, at its sole cost and expense, but subject to the terms and conditions of this Lease, restore, repair, replace or rebuild any of the Leased Property so damaged or destroyed as nearly as possible, to the condition, quality and class it was immediately prior to such damage or destruction, or with such changes or alterations as Tenant shall elect to make in conformity with the terms of this Lease. It is understood and agreed that Tenant is responsible under this Lease to demolish the Leased Building, and if after the Commencement Date but prior to the start of any demolition work on the Leased Building, the Leased Building should be destroyed by fire or any other casualty, then Tenant shall promptly comply with the terms of this Lease and proceed with due diligence and use commercially reasonable measures to secure the surrounding area and ensure that it is safe and not accessible by the public, and thereafter construct the New Building in accordance with this Lease.

Section 11.02 Insurance Proceeds. If the insurance proceeds, if any, recovered in respect of any insured damage or destruction, less any cost of recovery, shall be insufficient to pay the entire cost of such restoration, repairs, or rebuilding, Tenant shall elect to either: (i) pay any deficiency and, complete the restoration, repairs, or rebuilding of any damaged or destroyed Improvements, including but not limited to the New Building; or (ii) demolish the damaged or destroyed building or structure utilizing available insurance proceeds and (x) determine not to rebuild, taking such other actions as are reasonably necessary to secure the Leased Property, or portion thereof as the case may be, and prevent any hazardous or unsafe condition, provided, however, that for any improvement existing on the Commencement Date other than the Leased Building which is so demolished, Tenant shall deliver to Landlord a duly executed assignment in and to the portion of the remaining insurance proceeds under any insurance policies covering the damage and destruction to such improvement, or (y) with Landlord's consent replace the Improvements with improvements of a different size, character and type upon such terms as Landlord and Tenant shall agree, subject to the terms of this Lease.

Section 11.03 Tenant's Continuing Obligations. Tenant's obligation to make payment of Rent, and all other charges on the part of Tenant to be paid, and to perform all other covenants and agreements on the part of Tenant to be performed, shall not be affected by any such damage to or destruction of the Leased Property except as stated in this Article 11.

Section 11.04 Condemnation. In the event that the whole of the Leased Property shall be lawfully condemned or taken in any manner for any public use, this Lease shall cease and terminate as of the date of vesting of title in the condemnor. In the event that only a part of the

Leased Property shall be so condemned or taken, then, at the option of Tenant this Lease shall cease and terminate with the same force and effect as if such date was the date herein fixed for expiration thereof, upon delivery of notice to Landlord or Tenant, as the case may be, not later than thirty (30) days after title has vested in the condemnor.

Any condemnation award shall be divided in accordance with the values of the respective interests of Landlord and Tenant in the Leased Property at the time of condemnation. Tenant, at its sole cost and expense, may participate in any condemnation proceedings with respect to the Leased Property in accordance with Applicable Laws.

ARTICLE 12 LANDLORD’S RIGHT OF ENTRY

Section 12.01 Landlord’s Right of Entry. Landlord reserves the right to enter the Leased Property at all reasonable times for inspections of the Leased Property as required by law or as otherwise reasonably necessary to ensure the safety of the Leased Property or to enforce any of its rights hereunder. Notwithstanding the foregoing, Landlord agrees that, except in the case of emergencies, it will give Tenant reasonable advance notice of the time and specific purpose of such entries and will use its best efforts to arrange a mutually convenient time for such inspections.

Section 12.02 Utility Lines. Notwithstanding anything to the contrary contained in his Lease, including but not limited to Section 8.02, Landlord reserves the right to lay, erect, construct, use, operate and maintain utility lines in, through, under, over and across the Leased Property (but not the New Building) provided that Landlord shall not thereby unreasonably interfere with the Tenant’s use of the Leased Property. Notwithstanding any contrary provision of this Lease, Landlord agrees to maintain such utility lines and to promptly repair, at its own expense, any damage to the Leased Property and to hold Tenant harmless from any claims of third parties resulting from such laying, erection, construction, use, operation or maintenance, such indemnity to survive expiration or sooner termination of this Lease. The foregoing notwithstanding, Landlord shall, where feasible and economically practicable, alternately route such utility lines so as not to interfere with Tenant’s use of the Leased Property.

ARTICLE 13 TITLE

Section 13.01 Title. Landlord represents that it owns fee title to the Leased Property free and clear of all liens and encumbrances. Title to the Leased Property existing on the Commencement Date shall remain in the County, except in the event of a conveyance in accordance with Article 27 of this Lease.

From and after commencement of construction of any Improvements, including but not limited to the New Building, and until termination of this Lease, title to such Improvements, constructed or caused to be constructed by Tenant, shall remain in Tenant. Unless otherwise mutually agreed by Landlord and Tenant, Tenant alone shall be entitled to claim depreciation for

such Improvements, except as may otherwise be provided for by agreement between Tenant and any third party.

On the last day of the Term or upon any earlier termination of this Lease for any reason, title to all Improvements shall vest in Landlord, without any payment or allowance whatsoever by Landlord, and shall be surrendered in good order, repair and condition, reasonable wear and tear and damage by fire or casualty subject to the terms of Article 11 hereof excepted and taking into account the age of any Improvements or structures on the Leased Property, free of all leasehold mortgages and all lettings, occupancies, liens and encumbrances other than those (a) caused by Landlord, its officers, employees, agents or contractors or otherwise approved by Landlord, and existing on the Commencement Date, or (b) thereafter created by Tenant, or by Landlord at Tenant's request, in accordance with the terms of this Lease.

Section 13.02 Fixtures and Equipment Installed by Tenant. Tenant shall have the right, but not the obligation, to remove fixtures and equipment installed by Tenant in the Leased Property during or at the end of the Term hereof provided, however, that Tenant shall promptly and in a good and workmanlike manner repair any damage caused by such removal or, at Tenant's sole option, reimburse Landlord for the reasonable cost of such repairs. In the event Tenant elects not to remove its equipment, and sixty (60) days has elapsed, then Landlord shall have the right, but not the obligation, to remove fixtures and equipment that have been abandoned, and Tenant agrees to reimburse Landlord for reasonable costs incurred by Landlord in removing such fixtures and equipment. The provisions of this section shall survive the expiration or sooner termination of this Lease.

Section 13.03 Personal Property. Any personal property, including the fixtures and equipment specified in Section 13.02 above, owned by Tenant and which shall remain on the Leased Property after expiration or termination of this Lease, shall become a part of the Leased Property and be deemed to have been abandoned by Tenant, and may be retained by the County as its property or be disposed of without accountability in any manner as the County may see fit. The County shall not be responsible for any loss or damage occurring to any such property.

ARTICLE 14 MECHANIC'S LIENS

Section 14.01 Mechanic's Liens. Tenant covenants and agrees to pay, as and then required by contract, law or otherwise, all monies, in cash or equivalent, to all persons entitled thereto in connection with Tenant's construction, alteration, repair, renovation or improvement of the Leased Property and that such Leased Property shall at all times be free of liens for labor, services and materials supplied to the Leased Property. Tenant, in connection with the foregoing construction, alteration, renovation and improvement to the Leased Property by or at Tenant's direction, or the installation of any equipment by or at Tenant's direction, shall hold harmless and indemnify Landlord, its officers, employees and agents from and against any and all claims, suits, liability, loss or damage arising out of liens or claims by Tenant's contractors, subcontractors, and their agents, employees or materialmen for services, labor performed, materials furnished, provisions and applies, injuries to persons, or damage to property. Tenant

further agrees to provide defense for and defend any such claims or causes of action, at its sole cost and expense, and agrees to bear all other reasonable costs and expenses relating thereto. If any lien, claim, or encumbrance shall be filed or made against the Leased Property in connection with the construction, alteration, renovation, improvement, or use of the Leased Property and/or the installation of any equipment therein, by or at the direction of Tenant, Tenant shall, at its own expense, and within ninety (90) days after notice of filing thereof, bond, discharge or satisfy said lien, claim or encumbrance.

ARTICLE 15 REMEDIES CUMULATIVE

Section 15.01 Remedies. The failure of Landlord or Tenant to insist upon strict performance of any term, condition or covenant herein shall not be considered a waiver or relinquishment of a subsequent breach or default of the terms, conditions and covenants herein. The remedies contained herein are cumulative and shall not limit or restrict any other remedy at law or at equity to which Landlord or Tenant may be entitled.

ARTICLE 16 ASSIGNMENT AND SUBLETTING

Section 16.01 Definitions. For the purposes of this Lease, “Affiliate” or “Developer” or a “successor” of Tenant shall mean the following:

(a) An “Affiliate” shall mean any institution which: (i) directly or indirectly, controls or is controlled by or is under common control with the Tenant; and (ii) shall use and occupy the Leased Property for Tenant’s Intended Use, or such other New Use as has been approved by Landlord pursuant to Section 3.01 of this Lease. For this purpose, “control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of such institution, whether through ownership of assets of Tenant, or by contract, or otherwise.

(b) A “Developer” shall mean any assignee or sublessee that either constructs the New Building on behalf of Tenant (a “Construction Developer”) or constructs and operates the New Building on behalf of Tenant (a “Construction/Operator Developer”).

(i) A Construction Developer shall meet the following minimum criteria: (A) if an entity, it shall be authorized to do business in the State of New York; (B) the entity and/or its principals or members shall have at least ten (10) years’ experience successfully constructing facilities comparable to the New Building for any of the uses permitted under Section 3.01 of this Lease; and (C) the entity and/or its principals or members shall have a minimum net worth (at time of assignment or sublease) of \$10,000,000, calculated in conformance with generally accepted accounting principles by subtracting total liabilities from the fair market value of the Construction Developer’s total tangible assets. A Construction Developer (whether it is an assignee or a sublessee) shall be subject to Section 6.07 of this Lease or provide other construction security reasonably acceptable to the Landlord.

(ii) A Construction/Operator Developer shall meet the following minimum criteria: (A) if an entity, it shall be authorized to do business in the State of New York; (B) the entity and/or its principals or members shall have at least ten (10) years' experience successfully developing and/or operating facilities comparable to the New Building for any of the uses permitted under this Lease; and (C) the entity and/or its principals or members shall have a minimum net worth (at time of assignment or sublease) of \$10,000,000, calculated in conformance with generally accepted accounting principles by subtracting total liabilities from the fair market value of the Construction/Operator Developer's total tangible assets. A Construction/Operator Developer (whether it is an assignee or a sublessee) shall be subject to Section 6.07 of this Lease or provide other construction security reasonably acceptable to the Landlord.

(c) A "Successor" of Tenant shall mean: (i) an institution, including, without limitation, a legal entity entitled to use U.S. Office of Postsecondary Education Identifier numbers 00278400 or 01014200, in which or with which Tenant is merged or consolidated, in accordance with applicable statutory provisions for merger or consolidation of such institutions, provided that by operation of law or by effective provisions contained in the instruments of merger or consolidation, the liabilities of the institutions participating in such merger or consolidation are assumed by the surviving institution or by the institution created by such consolidation, or (ii) an institution acquiring this Lease, together with all or substantially all of Tenant's assets, as a going concern, or (iii) a successor to a successor institution becoming such by either of the methods described in (i) or (ii).

Acquisition by Tenant of a substantial portion of the assets, together with the assumption of all or substantially all the obligations and liabilities, of any institution, shall be deemed a merger of such institution into Tenant for the purposes of this subsection (c).

Section 16.02 Assignment and Subletting by Tenant.

(a) Tenant shall not assign this Lease or any part thereof, or sublet the Leased Property or any part thereof, without the prior written consent of the Landlord, subject to all necessary legal approvals, including, but not limited to, the approval of the County Board of Legislators, except as provided in this Article 16.

(b) Tenant, without Landlord's consent, provided that Tenant is in compliance with all terms and conditions of this Lease including being current with all Rent and Expenses, may assign or sublease as follows ("Permitted Transfers"):

(i) assign any part or all of this Lease or sublet any part or all of the Leased Property to:

(A) any Affiliate, or

- (B) a Developer that meets the minimum criteria set forth in Section 16.01 above solely for either the construction or the construction and operation of the New Building provided, however, that this Permitted Transfer shall only apply to an initial assignment or sublease by Tenant to a Developer, and shall not apply to any subsequent assignment or sublease to a Developer which subsequent assignment will require Landlord's consent, including but not limited to the approval of the County Board of Legislators;
- (ii) sublease any part or all of the New Building to the following:
 - (A) any students, administrators, faculty, medical residents, or medical staff of Tenant or WCHCC, for housing purposes; or
 - (B) any physician for use as a professional office;
- (iii) sublease a portion of the New Building to the Westchester Institute of Human Development for office space; and
- (iv) sublease to any single sublessee for any use permitted under Section 3.01 of this Lease up to 5,000 square feet of space in the New Building.

Tenant shall provide Landlord with copies of all assignment and sublease agreements in connection with any of the above.

(c) Except for the Permitted Transfers identified above, in connection with any proposed assignment or sublease, Tenant shall submit to the County Executive, for his/her approval, the name of any proposed assignee or sublessee together with such details of such proposed assignee's or sublessee's character, experience and financial ability to perform, as well as of its principals and/or owners, and such other information as Landlord shall reasonably request and is available to Tenant. As long as Tenant has submitted the requested information, the County Executive shall approve or disapprove such proposed assignee or sublessee within ninety (90) days after receipt of all of the requested information. If the County Executive disapproves a proposed assignee or sublessee, the County Executive shall specify in a notice of disapproval given to the Tenant the reasons for disapproval, and Tenant shall have ninety (90) days from the date of such notice of disapproval within which to submit the name of one or more alternate proposed assignees or sublessees for each assignee or sublessee disapproved by the County Executive, together with the same information required above for the alternate proposed assignees or sublessees. The County Executive will then have an additional ninety (90) days within which to approve or disapprove such alternate assignees or sublessees. Approval by the County Executive under this subsection (c) shall be in the County Executive's sole but reasonable discretion, and shall be thereafter further subject to all necessary legal approvals, including, but not limited to, approval of the County Board of Legislators.

Any consent by Landlord to any assignment or sublease shall apply only to the specific transaction thereby authorized and shall not be construed as a waiver of the duty of Tenant to obtain from Landlord its written consent to any other or subsequent assignment or sublease. Any violation of any provision of this Lease, whether by the act or omission of any assignee or sublessee, shall be deemed a violation of such provision by Tenant. Tenant shall assume and be liable to Landlord for any violations of, or defaults under, this Lease, as herein set forth or as may be amended from time to time, by any and all assignees or sublessees.

Section 16.03 Assignment to an Educational Institution. Notwithstanding the provisions of Section 16.02 above, this Lease may be assigned without the consent of Landlord to any domestic duly chartered and accredited college, university, other educational institution or other not-for-profit corporation, or a legal entity entitled to use U.S. Office of Postsecondary Education Identifier numbers 00278400 or 01014200 (an "Educational Institution") into or with which Tenant may be merged or consolidated or to any such Educational Institution which shall be an Affiliate, parent or Successor of Tenant; provided that such Educational Institution represents in writing to Landlord simultaneously with such assignment that: (i) it assumes this Lease for the purposes, among other things, of offering a graduate course of study in the health care field; (ii) it has full knowledge of any and all requirements, legal and otherwise, which it must satisfy in order to lawfully offer such a graduate course of study and has no reason to believe that it is unable to meet and satisfy any such requirement; and (iii) it will diligently undertake to continue or initiate such a graduate course of study.

The parties agree that Tenant shall continuously offer a graduate course of study in the health care field, and should Tenant or an assignee, for any reason, fail to offer a graduate course of study for any continuous period of one (1) year it shall constitute a default of this Lease, unless Landlord and Tenant or the assignee mutually agree to such other use(s) of the Leased Property by Tenant or the assignee, subject to all necessary legal approvals, including but not limited to the approval of the County Board of Legislators.

Section 16.04 Assignment and Sublease Preconditions. Notwithstanding any other provision of this Article:

(a) No assignment of this Lease or any part thereof by Tenant shall be authorized or permitted unless Tenant's assignee shall promptly execute, acknowledge and deliver to Landlord an agreement in form and substance satisfactory to Landlord whereby said assignee shall assume and agree to perform and to be bound by and upon, all the covenants, agreements, terms, provisions and conditions set forth in this Lease on the part of Tenant to be performed, and whereby the assignee shall expressly agree that the provisions of this Article 16 shall, notwithstanding such assignment, continue to be binding upon it with respect to all future assignments;

(b) A sublease or assignment to a Developer shall require the Developer to perform and to be bound by and upon, for the term of the sublease or assignment, all the covenants,

agreements, terms, provisions and conditions with respect to construction and operation of the New Building set forth in this Lease on the part of Tenant to be performed; and

(c) no assignment or subletting under this Article, nor the collection of Rent by Landlord from an assignee or sublessee of this Lease, shall be deemed a waiver of any of Tenant's obligations hereunder or a release of Tenant from the further performance by Tenant of Tenant's obligations under this Lease, unless Landlord by written instrument releases Tenant from same.

ARTICLE 17 MORTGAGE FINANCING

Section 17.01. Tenant shall have the right to mortgage its interest in this Lease (a "Leasehold Mortgage") to a commercial or savings bank, trust company, insurance company, savings and loan institution, or other commercial lender authorized to do business in the State of New York, or to the Westchester County Local Development Corporation, Dormitory Authority of the State of New York, County of Westchester Industrial Development Agency (the "IDA") or any other issuer of tax-exempt and/or taxable bonds (a "Leasehold Mortgagee"), for the purpose of obtaining funds to be used exclusively for financing or refinancing the construction, renovation, rehabilitation or reconstruction of the Leased Premises, provided that any Leasehold Mortgage shall not in any way be a lien on or encumber Landlord's rights hereunder or encumber the lands or estates other than the leasehold estate created hereunder, and with respect to the leasehold estate created hereby, the Landlord shall, at no cost or expense to the Landlord, execute such financing documents, which may include but are not limited to authorizations, letters and documents, relating to each Leasehold Mortgage (the financing documents are hereinafter collectively referred to as the "Financing Documents"), as long as the Financing Documents are consistent with the terms of and made expressly subject to, and subordinate to Landlord's interest in this Lease, and provided that the Financing Documents shall not impose any economic or financial liability, risk or exposure to Landlord, and specifically that such Financing Documents do not have the effect of subordinating any right or interest of the Landlord in or under this Lease, or in any proceeds thereof, or in the Leased Premises or any portion thereof, to the rights of any such Leasehold Mortgagee. In the event of any inconsistency relating to the rights of a Leasehold Mortgagee between the provisions of this Article 17 and other provisions of this Lease, then the provisions of this Article 17 shall control. The Landlord shall cooperate with all reasonable requests of Tenant and/or any Leasehold Mortgagee in connection with Tenant's financing, but at no cost or expense to Landlord.

Section 17.02. Except for the lien of a Leasehold Mortgage, the Tenant shall not engage in any financing or any other transaction creating or purporting to create any other mortgage or encumbrance or lien covering the estate, interest or rights of the Landlord in all or any part of the Leased Premises, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Landlord's estate, interest or rights in the Leased Premises or any part thereof.

Section 17.03. A fully executed certified copy of such Leasehold Mortgage shall be delivered to Landlord within thirty (30) days after full execution and delivery. Following receipt of such Leasehold Mortgage by Landlord in accordance with Article 22, the provisions of this Article shall apply in respect to such Leasehold Mortgage. In the event of any assignment of the Leasehold Mortgage or in the event of a change of address of the Leasehold Mortgagee or of an assignee of such Leasehold Mortgagee, notice of the new name and address shall be promptly provided to Landlord upon receipt of same by Tenant; provided that the provisions of this Article as to such mortgagee or assignee shall not be binding on Landlord, unless and until such notice shall have been given and such copy delivered to the Landlord.

Section 17.04. If Tenant shall execute and deliver a Leasehold Mortgage, and if Tenant or the holder of such Leasehold Mortgage shall have notified Landlord in writing of the making thereof and of the name and address of such Leasehold Mortgagee, then:

(a) without the prior written consent of such Leasehold Mortgagee, this Lease may not be modified, amended, canceled, or surrendered, or terminated, except for Tenant's default continuing after any applicable notice and/or cure period granted to Tenant or a Leasehold Mortgagee under this Lease has expired;

(b) as a precondition to exercising any rights or remedies as a result of any alleged default by Tenant, Landlord shall serve upon such Leasehold Mortgagee a copy of each notice of default and each notice of termination given to Tenant under this Agreement, at the same time and in the same manner as such notice is served upon Tenant, at the address provided to Landlord for such Leasehold Mortgagee and if no address has been provided, Landlord shall not be obligated to serve a copy on such Leasehold Mortgagee. No such notice to Tenant shall be effective unless a copy thereof is served upon the Leasehold Mortgagee;

(i) a Leasehold Mortgagee shall have the right, but not the obligation, at any time prior to termination of this Lease, to perform any act necessary to cure any default and to prevent the termination of this Lease or any partial interest in this Lease. The Leasehold Mortgagee shall have the same period of time provided to Tenant within which to remedy or cause to be remedied the default which is the basis of the notice, it being understood that such period shall run concurrently with Tenant's cure period. Landlord shall accept performance by such Leasehold Mortgagee within the time specified herein as timely performance by Tenant;

(ii) if Leasehold Mortgagee cannot reasonably cure a default by Tenant hereunder within the time period set forth in this Lease to cure such default, then provided that Leasehold Mortgagee is current with all Rent and Expenses due under the Lease, Leasehold Mortgagee shall have an additional period to cure equal to the time period initially provided to remedy, or cause to be remedied, the default, so long as Leasehold Mortgagee is proceeding with due diligence to effect the cure. If a Leasehold Mortgagee is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction over any bankruptcy or insolvency proceeding involving Tenant from commencing or prosecuting the proceedings described above, and such Leasehold Mortgagee has provided Landlord with

adequate security reasonably acceptable to the Landlord and provided that Leasehold Mortgagee is current with all Rent and Expenses due under the Lease, Leasehold Mortgagee shall be deemed to be proceeding with due diligence to effect a cure during the period of such prohibition, and cure periods provided to the Leasehold Mortgagee shall be tolled for the period it is prohibited from commencing or prosecuting such cure. Notwithstanding any provision to the contrary, the aggregate period of such tolling shall not exceed six (6) months;

(c) during any period of possession of the Leased Premises by a Leasehold Mortgagee (or a receiver requested by such Leasehold Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Leasehold Mortgagee, the Leasehold Mortgagee shall pay or cause to be paid the Rent and Expenses payable by Tenant under this Lease that have accrued and are unpaid at the commencement of such period and those which accrue thereafter during such period, and shall comply with all other terms and conditions of this Lease; provided, however, that a Leasehold Mortgagee or receiver shall not have any obligation under this Lease to construct, or complete construction of, the New Building so long as the Leasehold Mortgagee is diligently pursuing conveyance or assignment of this Lease to a Transferee and during such time the Leasehold Mortgagee reasonably protects the New Building (whether completed or under construction) and any other Improvement from damage; and

(d) neither the bankruptcy nor the insolvency of the Tenant shall be grounds for terminating this Lease, as long as all Rent and charges and any other sums payable by Tenant under this Lease are paid by Tenant or the Leasehold Mortgagee in accordance with the terms of this Lease, and provided further that Tenant or Leasehold Mortgagee shall be compliance with all other terms and conditions of this Lease.

Section 17.05. Subject to the provisions of this Lease, a Leasehold Mortgagee shall have the right: (a) to assign its security interest; (b) to enforce its lien and acquire title to Tenant's leasehold estate by any lawful means including foreclosure or by an assignment in lieu of foreclosure; and (c) following Leasehold Mortgagee's acquisition of title to Tenant's leasehold estate, to take possession of and operate the Leased Premises or any portion thereof in accordance with the terms of this Lease, and to perform all obligations to be performed by Tenant under this Lease, or to cause a receiver to be appointed to do so; provided, however, that a Leasehold Mortgagee shall not have any obligation under this Lease to construct, or complete construction of, the New Building so long as the Leasehold Mortgagee is diligently pursuing conveyance or assignment of this Lease to a Transferee and during such time the Leasehold Mortgagee reasonably protects the New Building (whether completed or under construction) and any other Improvement from damage.

For purposes of this Lease, a transfer of this Lease or Tenant's leasehold estate by way of foreclosure or in lieu of foreclosure to a Leasehold Mortgagee shall not constitute an assignment of this Lease requiring the Landlord's consent, nor shall it constitute a default, as long as Rent and Expenses payable by Tenant under this Lease are current and paid in full and all terms and conditions of the Lease are being complied with by the Leasehold Mortgagee.

Section 17.06 The County shall have the right to approve any purchaser of, or successor to, Tenant's interest in this Lease or the Leased Premises in any foreclosure proceeding, or under any transfer, assignment or other instrument delivered in lieu of such foreclosure, other than a Leasehold Mortgagee (any such purchaser, successor, assignee or transferee, other than a Leasehold Mortgagee, being hereinafter referred to as a "Transferee") which approval shall not be unreasonably withheld, conditioned, or delayed so long as the proposed Transferee meets the same qualifications as if it were a Developer as that term is defined in Section 16.01 and is of a character and reputation satisfactory to the County, and the planned use of the Leased Premises by the proposed Transferee conforms with Article 3.

Section 17.07. In the event the Leasehold Mortgagee shall otherwise acquire possession of the Leased Premises, and in connection with Landlord's right to approve proposed Transferees as set forth in Section 17.06, the Leasehold Mortgagee shall submit to the County, for its approval, the name of any proposed Transferee(s), together with such details of such proposed Transferee's character, experience and financial position, as well as of its principals, owners and affiliates, and such other information, as the Landlord shall reasonably request and is available to Leasehold Mortgagee. The Leasehold Mortgagee shall use best efforts to obtain the requested information and do so in a timely fashion. Landlord shall advise such Leasehold Mortgagee of Landlord's approval or disapproval of each such proposed Transferee within forty five (45) business days after Landlord's receipt of all of the requested information; if Landlord disapproves a proposed Transferee submitted by the Leasehold Mortgagee, Landlord shall specify in a notice of disapproval given to the Leasehold Mortgagee the specific reasons for its disapproval, and the Leasehold Mortgagee shall have three (3) months from the date of such notice of disapproval within which to submit the name of one or more alternate proposed Transferees for each Transferee disapproved by the Landlord, together with the background materials and information required above for the alternate proposed Transferee(s). Landlord will then have an additional forty-five (45) business days within which to approve or disapprove such alternate Transferee(s).

Section 17.08. Notwithstanding anything to the contrary in this Lease:

- (a) a Transferee shall be subject to all of the terms, conditions and provisions of this Lease;
- (b) a Transferee shall qualify as a Developer as that term is defined in Article 16;
- (c) Leasehold Mortgagee shall not have any liability with respect to this Lease unless and until such Leasehold Mortgagee shall become the tenant hereunder;
- (d) Leasehold Mortgagee shall have no rights greater than the rights of Tenant and shall honor the terms of all subleases and licenses should it become the tenant hereunder; and
- (e) should the Leasehold Mortgagee become the tenant hereunder, it shall operate, or subject to Landlord's approval, may appoint a third party to operate, the Leased Premises in

conformance with Article 3 and as otherwise set forth under this Lease, within a reasonable time of succeeding to Tenant's leasehold interest. In no event, however, shall any delay or failure of any governmental or legislative body (including the County Board of Acquisition and Contract and the County Board of Legislators) to consent or approve any action be deemed to be unreasonable.

Section 17.09. Landlord's interest in this Lease, as the same may be modified, amended or renewed, and Landlord's interest in the Leased Premises shall not, under any circumstance, be or become subject or subordinate to any Leasehold Mortgage now or hereafter placed upon, or any other liens or encumbrances hereafter affecting this Lease or Tenant's interest in this Lease or in the Leased Premises pursuant hereto. The Landlord agrees to execute and deliver a non-disturbance agreement in favor of a Leasehold Mortgagee in form and substance reasonably satisfactory to the County Attorney and such Leasehold Mortgagee, pursuant to which the Landlord agrees that so long as no event of default by Tenant exists under this Lease, the rights of such Leasehold Mortgagee shall not be disturbed.

Section 17.10. If this Lease terminates for any reason, including because of Tenant's default, or if the Tenant's leasehold estate is foreclosed, or if this Lease is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights, and within sixty (60) days thereafter, the Leasehold Mortgagee shall have arranged for the payment of all Rent and Expenses due and payable by the Tenant as of the date of such event and the cure of all defaults outstanding as of the date of such event, and Leasehold Mortgagee requests a new lease in writing from Landlord, then Landlord shall execute and deliver to such Leasehold Mortgagee or a Transferee that has been approved by the County in accordance with Section 17.06 , a new lease for the Leased Premises which shall: (i) be for a term equal to the remainder of the Term before giving effect to such termination; (ii) contain the same covenants, agreements, terms, provisions and limitations as this Lease (except for any requirements that have been fulfilled by Tenant or any Leasehold Mortgagee prior to termination of this Lease); and (iii) include all improvements in which Tenant had a leasehold interest on the date of termination.

If Leasehold Mortgagee timely requests a new lease, then from the date of termination until the Landlord and Leasehold Mortgagee or Transferee, as the case may be, execute and deliver a new lease, Landlord shall not: (a) operate the Leased Premises in an unreasonable manner; (b) terminate sublease(s) except for the sublessee's uncured default; or (c) lease any portion of the Leased Premises except to the Leasehold Mortgagee or Transferee as the case may be.

Section 17.11. If the Landlord transfers the Leased Premises by sale or exchange, such sale or exchange shall be expressly made subject to this Lease.

Section 17.12. All Financing Documents shall be made expressly subject to and subordinate to Landlord's interest in this Lease and in the event of inconsistency between the Financing Documents and this Lease, the terms of this Lease shall control.

Section 17.13. The provisions of this Article 17 shall survive the termination of this Lease.

ARTICLE 18 DEFAULT AND TERMINATION

Section 18.01 Default by Tenant. In the event:

(a) Tenant fails to pay Rent or Expenses to Landlord within sixty (60) days after such payment is due (a “Monetary Default”), and fails to cure such Monetary Default within ten (10) business days after notice; or

(b) Tenant fails to maintain the insurance required by Section 10.01(c)-(f) hereof and fails to cure such default within ten (10) business days after notice; or

(c) Tenant fails to offer a graduate course of study for any continuous period of one (1) year in accordance with Section 16.03 and fails to cure such default within sixty (60) business days; or

(d) Tenant fails to complete construction of the New Building within five (5) years after the date that all of the Approvals have become final and unappealable, subject to Unavoidable Delays in accordance with Section 6.06; or

(e) in the event more than three (3) times in any Lease Year, Tenant defaults in the performance of any other material term, covenant, condition or provision of this Lease (a “Non-monetary Default”) and fails to cure such default within sixty (60) business days after notice by Landlord, or, with respect to Non-monetary Defaults not reasonably curable within such period, fails to commence to cure within such period and thereafter diligently pursue all necessary and appropriate action to effect such cure (all of the foregoing being an “Event of Default”).

Landlord, in addition to any other remedy it may have, at law or in equity, to seek damages, judicial enforcement or any other lawful remedy, and subject to Article 17 hereof, may terminate this Lease.

Notwithstanding the foregoing, Tenant’s failure to maintain the liability insurance required by Section 10.01(a) and (b) hereof shall be an immediate Event of Default with respect to which neither notice or cure period is required.

Section 18.02 Termination by Tenant. Tenant shall have the right to terminate this Lease by giving written notice to Landlord of such election and this Lease shall terminate at the end of the sixth (6th) calendar month following the receipt of such notice by Landlord with the same force and effect as if such date was the date herein fixed for the expiration thereof.

Section 18.03 Plans and Specifications. In the event this Lease shall be terminated by reason of an Event of Default by Tenant prior to the completion of the New Building or any

other Improvements on the Leased Property in accordance with the terms and provisions of this Lease, or if Tenant terminates this Lease as provided in Section 18.02 above, then and in either such event, all plans, specifications, reports, estimates and models which shall have been prepared or made in connection with such New Building and any other Improvements on the Leased Property, which shall be in the possession of and owned by the Tenant shall become the property of Landlord, subject to the rights of any Leasehold Mortgagee. In such event, Tenant shall deliver the same to Landlord, subject only to the rights of any Leasehold Mortgagee.

Section 18.04 Eviction Proceedings. Upon the expiration or termination of this Lease as herein provided, Tenant shall quit and peacefully surrender the Leased Property to Landlord in its then current condition (subject to any restoration obligations set forth in this Lease) failing which Landlord may evict Tenant by summary proceedings.

ARTICLE 19 UTILITIES, TAXES AND IMPOSITIONS

Section 19.01 Utilities. Tenant shall install electric, gas, water and all other utility meters on the Leased Property, and pay for all utilities consumed on the Leased Property directly to each respective utility provider, including, but not limited to, gas, water, electricity, telephone, internet, cable and fiber optic, and shall pay any and all operating expenses associated therewith.

In the event Landlord pays any utilities on behalf of Tenant that Tenant consumes, then Tenant shall reimburse Landlord for the actual costs of the utilities consumed by Tenant and any operating expenses associated therewith within thirty (30) days of receipt of an invoice, as Additional Rent. In the absence of a meter, then Tenant shall reimburse Landlord its proportionate share which shall be based on square footage of buildings on the Leased Premises, but not including the Other Buildings.

Tenant shall pay Landlord its proportionate share, based on square footage of buildings on the Leased Premises, of any payments for fire protection and fire training services at the Grasslands Campus that are paid by the County to the local fire districts, departments or similar entities encompassing the Leased Property. In addition, Tenant shall pay Landlord its proportionate share, based on square footage of buildings on the Leased Premises, of the cost of Fire Brigade services provided by Landlord, if any. Any such payments shall be paid to Landlord as Additional Rent.

Section 19.02 Taxes and Other Impositions. In the event the Leased Property becomes subject to real property taxes, tax assessments or other impositions under the Real Property Tax Law, or in the event such Leased Property becomes subject to taxation under any other federal, state or local law, Tenant shall pay and discharge any and all such real estate taxes, assessments, license fees, levies and other imposition of every kind, nature and description (collectively, the "Impositions") which may become due and payable with respect to the Leased Property during the Term provided, however, that Tenant shall be entitled to a credit against charges payable to Landlord under the Lease for such Impositions paid by Tenant during the Term which relate to a period prior to the Commencement Date or subsequent to the expiration of the Term.

Tenant may in good faith contest, at Tenant's own cost and expense, by proper legal proceedings, the validity or amount of any Imposition, on the condition that Tenant shall have deposited with Landlord as security for the payment of such contested item, an amount equal to the contested item plus all penalties and interest which would be payable if Tenant is ultimately required to pay such contested item, and on the further condition that no amount so contested may remain unpaid for such length of time as shall permit the Leased Property, or any lien created by the item being contested, to be sold for the nonpayment thereof, or as shall permit an action, either of foreclosure or otherwise, to be commenced by the holder of any such lien. Upon the final determination of any such proceedings, and full compliance by Tenant with such determination, any money so deposited with Landlord as aforesaid and then remaining on deposit with Landlord shall be returned, without interest, to Tenant provided Tenant shall not then be in default hereunder.

ARTICLE 20 BANKRUPTCY OF TENANT

Section 20.01 Bankruptcy. If at any time during the Term of this Lease: (i) a petition in bankruptcy or insolvency, or for reorganization or liquidation is filed against Tenant in any court or in any other forum, pursuant to any statute, act or law either of the United States or of any state provided that such petition is not dismissed or discharged within ninety (90) days after filing; or (ii) a receiver shall be appointed by any court of competent jurisdiction for a substantial part of the property of Tenant provided that such appointment is not discharged or dismissed within ninety (90) days; or (iii) a voluntary petition in bankruptcy or insolvency or for the reorganization or liquidation, or for the appointment of a receiver or trustee is filed or an assignment for the benefit of creditors is made or an agreement of composition with creditors is petitioned for or entered into, this Lease, at the option of Landlord, shall immediately cease and expire upon sixty (60) days' notice to Tenant, and Landlord shall thereafter have no liability to Tenant whatsoever.

ARTICLE 21 QUIET ENJOYMENT

Section 21.01 Quiet Enjoyment. Landlord covenants that if and so long as Tenant keeps and performs each and every covenant, agreement, term, provision and condition herein contained on the part and on behalf of Tenant to be kept and performed, Tenant shall quietly enjoy the Leased Property without hindrance or molestation by Landlord or by any other person lawfully claiming to be same, subject to the covenants, agreements, terms, provisions and conditions of this Lease.

ARTICLE 22 NOTICES

Section 22.01 Notices. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, as set forth below or to such other addresses as the respective parties hereto

may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To Landlord: Commissioner, Department of Public Works and Transportation
County of Westchester
148 Martine Avenue, Room 518
White Plains, New York 10601

With copies to: Westchester County Attorney
Department of Law
148 Martine Avenue, 6th Floor
White Plains, New York 10601

To Tenant: New York Medical College
Attn: Chancellor and Chief Executive Officer
40 Sunshine Cottage Road
Valhalla, New York 10595

With copies to: New York Medical College
Attn: Office of the General Counsel
40 Sunshine Cottage Road
Valhalla, New York 10595

or to such other addresses as either Party may designate by notice.

ARTICLE 23 UNAVOIDABLE DELAYS

Section 23.01 Definition of Unavoidable Delays. “Unavoidable Delay” or “Unavoidable Delays” means any delay, obstruction or interference resulting from any act or event whether affecting the County or Tenant, which has a material adverse effect on such Party’s rights or duties, provided such act or event is beyond the reasonable control of such Party after pursuing all diligent efforts to remedy the delaying condition in an expedient and efficient manner and was not separately or concurrently caused by any negligent or willful act or omission of such Party and/or could not have been prevented by reasonable actions on such Party’s part (and such Party shall have notified the other Party herein promptly upon receipt of knowledge of the occurrence of any Unavoidable Delay enumerated in (i) through (vi) below and within a reasonable time for any other Unavoidable Delay), including, but not limited to, delay, obstruction, or interference resulting from:

(i) an act of God (but not including reasonably anticipated weather conditions for the geographic area of the Leased Property), landslide, lightning, earthquake, fire, explosion, flood,

sabotage or similar occurrence, acts of a public enemy or terrorist, war, blockage or insurrection, riot or civil disturbance, or pandemic or other public health emergency;

(ii) any legal proceeding commenced by any third party seeking judicial review of this Lease and/or any approvals and/or permits required under this Lease, and any restraint of law (e.g., injunctions, court or administrative orders, or legal moratoria imposed by a court or Governmental Authority);

(iii) failure for a period of thirty (30) days or more, of any utility or governmental entity to provide and maintain public and private utilities;

(iv) any unexpected or unforeseen subsurface condition inconsistent with typical background conditions which prevents construction of, or requires a material redesign or change in the construction of, or materially adversely affects the completion schedule for the New Building;

(v) strikes, work stoppages or other substantial labor disputes; or

(vi) the failure or inability of any subcontractor or supplier to furnish supplies or services if such failure or inability is itself caused by Unavoidable Delay and could not have been reasonably prevented and the affected party cannot reasonably obtain substitutes therefor.

Notwithstanding anything in this Lease to the contrary, during a period of Unavoidable Delay, the performance of obligation(s) under this Lease of the party asserting the Unavoidable Delay shall be tolled day for day of Unavoidable Delay; provided, however, that Unavoidable Delay shall not suspend the Tenant's obligation to pay Rent and Expenses, or be deemed a cause for abatement of Rent and Expenses. Nothing herein shall relieve the Parties from using commercially reasonable efforts to end the Unavoidable Delay, including through the use of commercially reasonable alternative means and methods.

ARTICLE 24 DISPUTE RESOLUTION

Section 24.01 Dispute Resolution. The Parties agree to meet and confer and attempt to resolve any disputes arising from or relating to this Lease within fifteen (15) days of the occurrence of a dispute. Any disputes that cannot be resolved through the foregoing process shall be promptly submitted to mediation through a nationally recognized mediation service. For disputes under the provisions of this Lease set forth below, the Parties shall select as mediator a mutually agreeable nationally recognized expert in the field specified below ("Third Party Expert"). The Parties shall share equally in the cost of the Third Party Expert.

For disputes with respect to the calculation of Gross Revenue, the Third Party Expert shall be a Certified Public Accountant. For disputes with respect to the FMVR for a New Use, the Third Party Expert shall be an appraiser with the qualifications and experience required for the initial Appraiser under Section 3.01(b) of this Lease. For disputes in connection with

construction of the New Building (including inspections pursuant to Section 8.01), the Third Party Expert shall be a licensed professional engineer.

All disputes other than as specified above, that are not resolved through negotiation or mediation, shall be subject to the exclusive jurisdiction of the federal or state courts in Westchester County having jurisdiction.

ARTICLE 25 COMPLIANCE WITH LAW

Section 25.01 Applicable Law.

Tenant shall obey, perform and comply with any and all federal, state and local laws, rules, regulations, orders, ordinances and requirements of every kind and nature affecting the Leased Property, which now exist or shall hereafter be enacted or promulgated, including, but not limited to, local zoning, SEQRA, the Development Standards, state or County executive orders, and requirements of the New York Board of Fire Underwriters, the New York Fire Insurance Rating Organization or other entity with similar functions (collectively “Applicable Laws”).

In addition, Tenant acknowledges and agrees that prior to demolition and/or construction of the New Building, if necessary, it will apply for and obtain a tree removal permit from the Westchester County Planning Board in compliance with Local Law No. 19-1994 (as codified in the Laws of Westchester County Section 712.311 – 318).

Section 25.02 Landlord’s Obligations. Landlord shall comply with any and all Applicable Laws with respect to ownership and use of the Leased Property, or in any other way affecting or relating to this Lease.

ARTICLE 26 MISCELLANEOUS

Section 26.01 Modifications. No change, modification or cancellation of this Lease shall be effective except by an instrument in writing signed by the Parties, subject to all necessary legal approvals.

Section 26.02 Entire Agreement. This Lease expressly supersedes the Munger Lease, and constitutes the entire agreement between the Parties and contains all of the agreements, conditions, representations, and warranties made by the Parties. No representations, other than those expressly contained herein, have been made by either Party to the other. This Lease supersedes prior discussions and all prior leases and prior letter agreements with respect to the leasing of the Leased Property. Any modification to this Lease must be in writing and signed by the County and Tenant, and be approved by the County Board of Legislators and County Board of Acquisition and Contract.

Section 26.03 Separability. Unenforceability for any reason of any provision of this Lease shall not limit or impair the operation or validity of any other provision of this Lease and if any term or provision of this Lease or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances to which it is valid or enforceable, shall not be limited, impaired or otherwise affected thereby, and each term and provision of this Lease shall be valid and enforced to the extent permitted by law.

Section 26.04. Amendments. This Lease and its provisions may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought, subject to all necessary legal approvals.

Section 26.05 Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of New York.

Section 26.06 Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns.

Section 26.07 No Third Party Beneficiaries. Nothing contained in this Lease shall be construed to confer upon any person other than the Parties hereto, any rights, remedies, privileges, benefits or causes of action to any extent whatsoever.

Section 26.08 Recording. This Lease, or an appropriate or sufficient memorandum of lease, and every assignment and modification hereof, may be recorded or filed in the office of the Clerk of the County of Westchester, Division of Land Records and in any such office as may be at the time provided by law as the proper place for the filing or recordation thereof.

Section 26.09 Captions The captions at the heading of the Articles of this Lease are not a part of the context and shall not be considered in construing this Lease. They are intended only as aides in locating and reading the various provisions.

Section 26.10 Estoppel Certificates. Landlord and Tenant shall each, any time and from time to time, upon not less than thirty (30) days' prior written notice from the other, execute, acknowledge and deliver a written statement certifying that this Lease is in full force and effect subject only to such modifications as may be set out; that Tenant is in possession of the Leased Property and is paying Rent as provided in this Lease; the date to which Rent is paid in advance; and that there are not, to the signatory's knowledge, any uncured defaults on the part of the other Party, or specifying such defaults if any are claimed, and any other matters reasonably requested. Any such statement may be relied upon by any prospective transferee or encumbrancer of all or any portion of the Leased Property or Tenant's interest therein, or any assignee of any such persons.

Section 26.11 Approval by Board of Legislators. This Lease has been approved by the Board of Legislators of the County of Westchester on the ___ day of _____, 2022, by Local Law No. -2022 and by the County Board of Acquisition and Contract by Resolution approved on the ___ day of _____, 2022. The Local Law and Resolution are both attached hereto and made a part hereof as Schedule “J”.

Section 26.12 Effectiveness. This Lease shall not be binding or effective until it has been fully executed by both Parties hereto and has been approved by the County Board of Legislators and the County Board of Acquisition and Contract. This Lease shall not be enforceable until approved by the Office of the County Attorney.

ARTICLE 27 RIGHT OF FIRST OFFER

Section 27.01 Right of First Offer. The County’s decision to sell fee title to any portion of the Leased Property (a “Proposed Fee Sale”) shall be subject to Tenant’s right of first offer (the “Right of First Offer”) to purchase the fee title to that portion of the Leased Property under the terms set forth in an Offer Notice (as hereinafter defined). Tenant’s Right of First Offer is subject and subordinate to any right of first refusal to which the County is subject under any applicable law, including but not limited to, Laws of Westchester County Section 209.101(8)(b), and also subject and subordinate to the WCHCC’s right of first refusal under the Restated WCHCC Lease, and is exercisable by Tenant only if Tenant is not in default under this Lease beyond any applicable notice and/or cure period both at the time that the County is obligated to give an Offer Notice and on the date of closing of the Proposed Fee Sale. The Right of First Offer will be exercised in accordance with, and subject to, the following terms and conditions:

(a) The County shall notify Tenant in writing of a Proposed Fee Sale (the “Offer Notice”). The County’s Offer Notice for a Proposed Fee Sale shall set forth: (i) the proposed purchase price for the fee title to the portion of the Leased Property proposed to be sold; (ii) the other material terms and conditions of the Proposed Fee Sale; and (iii) the closing date of the transfer.

(b) Within fifteen (15) business days after Tenant receives an Offer Notice, Tenant shall exercise the Right of First Offer by written notice to the County, or lose the Right of First Offer with respect to that Offer Notice irretrievably. If Tenant exercises the Right of First Offer, then the sale to Tenant of the fee title to the subject portion of the Leased Property shall be on the terms and conditions set forth in the Offer Notice.

(c) If such a Right of First Offer for a Proposed Fee Sale is duly exercised by Tenant, the Parties agree to promptly enter into a purchase and sale contract on the terms and conditions set forth in the Offer Notice and other customary terms and conditions, which may include a requirement that Tenant deliver to the County’s counsel, to hold in escrow as escrow agent, a deposit equal to ten percent (10%) of the purchase price.

(d) Tenant shall have only one Right of First Offer with respect to an Offer Notice. If Tenant (i) does not exercise the Right of First Offer strictly in accordance with this Section, time being of the essence, or (ii) exercises a Right of First Offer but thereafter fails to timely complete the purchase, the Right of First Offer will cease to exist and the County shall be free to sell the fee title to the subject portion of the Leased Property to any third party on such terms as the County may determine and without any restrictions by reason of this Lease or otherwise.

(e) Tenant cannot assign its Right of First Offer to any sublessee of the Leased Property, or to any assignee of the Lease, or to any other third party.

ARTICLE 28 PREVAILING WAGE AND MINIMUM WAGE

Section 28.01 Wages. Notwithstanding anything to the contrary contained elsewhere in this Lease, Tenant agrees that it shall ensure that all labor used to construct the New Building and all other related work to be performed pursuant to this Lease shall be paid at a rate of at least Twenty Dollars (\$20.00) per hour, which minimum hourly wage shall be adjusted yearly by the percentage change in CPI over the immediately preceding calendar year. Tenant further agrees that it shall enter into contracts for at least Thirty-Six Million (\$36,000,000.00) Dollars (“Base Amount”) pursuant to which either union labor (unionized building and construction trades) is utilized and/or prevailing wage rates are paid for the relevant trades in accordance with the Prevailing Wage Schedule for Westchester County published by the Bureau of Public Works for the New York State Department of Labor to construct the New Building and all other work related to construction of the New Building to be performed pursuant to this Lease (“Wage Requirement”).

The Wage Requirement shall be contingent upon the following occurring:

- (a) Landlord shall perform the demolition and remediation of the Leased Building at its sole cost and expense; and
- (b) The IDA shall provide Tenant with a sales tax exemption and mortgage tax exemption (collectively, the “IDA Benefits”) in connection with Tenant’s construction of the New Building.

Landlord may at its sole cost and expense perform certain site work in connection with Tenant’s construction of the New Building in the area immediately adjacent to the New Building. Landlord’s site work shall be mutually agreed upon by the Parties on a future date, and may include: (1) Addressing Vosburgh Pavilion and Sunshine Cottage buildings to the extent impacted by demolition, remediation or site work such that these buildings can meet building code requirements; (2) Land clearing, grading and filling including demolition and removal of all existing foundations, underground tunnels, retaining walls, and impervious surfaces including the disposal of any fill/excavated materials; (3) Removal, relocation and/or upgrading impacted utilities within the subject area, including storm water management; (4) Modifying existing roadways and installation and/or repair of surrounding sidewalks, curbing,

stairs, rails, pavement, lighting, or landscaping along roads surrounding the subject area; and (5) Construction of any required public spaces.

The Parties agree to, separately and in partnership with each other, pursue public investment in connection with the construction of the New Building and all other work related to construction of the New Building to be performed pursuant to this Lease. The public investment (“Public Investment”) may include other Federal, New York State, County or local government financial assistance, but shall not include (i) any public, IDA, or Westchester County Local Development Corporation debt financing that Tenant receives and which Tenant is required to pay back, or (ii) the IDA Benefits and/or the County’s costs for the work in Section 28.01(a).

The Parties further agree that for every One Million (\$1,000,000.00) Dollars of Public Investment received by Tenant, the Base Amount of the Wage Requirement shall be increased by an additional Five Million (\$5,000,000.00) Dollars.

Section 28.02 Cooperation and Access. Tenant shall fully cooperate with Landlord, its contractors and consultants in connection with all aspects of any County work that may be performed pursuant to this Article 28, including without limitation, granting the Landlord, its contractors and consultants full access to the Leased Property and any relevant documents, records and data within Tenant’s custody and control.

Section 28.03 Appropriations. The Parties recognize and acknowledge that any and all work to be performed by Landlord under this Article 28 is subject to annual appropriations and any and all other necessary legal approvals by the County Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Article 28 shall be deemed executory only to the extent of the monies appropriated and available. Landlord shall have no liability under this Article 28 beyond funds appropriated and available for payment pursuant to this Lease. The Parties understand and intend that the obligation of Landlord hereunder shall constitute a current expense of Landlord and shall not in any way be construed to be a debt of Landlord in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Landlord, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of Landlord. Landlord shall pay for and perform any work under this Article 28 exclusively from legally available funds appropriated for this purpose.

Section 28.04 Null and Void. Should the contingencies set forth in Section 28.01 (a) and (b) above not occur, then this Article 28 shall be null and void and the Parties shall have no obligations in connection with this Article 28.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the day and year first above written.

THE COUNTY OF WESTCHESTER

By: _____
Name:
Title:

NEW YORK MEDICAL COLLEGE

By: _____
Name:
Title:

Authorized by the Westchester County Board of Legislators by Local Law _____ at a meeting held on _____, 2022.

Authorized by the Board of Acquisition and Contract of the County of Westchester at a meeting held on _____, 2022.

Approved:

Senior Assistant County Attorney
County of Westchester

C:JPI/DPW/NYMC/Munger.Lease.10.7.22

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
(NYMC)

STATE OF NEW YORK)
 ss.:
COUNTY OF WESTCHESTER)

On this ____ day of _____, 2022 before me, the undersigned, personally appeared Alan Kadish, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

CERTIFICATE OF AUTHORITY
(NYMC)

I, _____, certify that I am the _____ of New York Medical College, a corporation duly organized and in good standing under the New York Not-for-Profit Corporation Law, named in the foregoing agreement; that Alan Kadish who signed said Lease on behalf of New York Medical College was, at the time of execution _____ of the Corporation and that said Lease was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the ____ day of _____ in the year 2022 before me, the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____, and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public

SCHEDULE "A"

LEGAL DESCRIPTION OF 15.65 ACRES OF THE LEASED PROPERTY

(Attached.)

All that piece or parcel of land located within the Grasslands Reservation in the Town of Mt. Pleasant, County of Westchester, State of New York, bounded and described as follows:

Beginning at a point on the westerly bounds of South Plaza West where the northeasterly corner of a map entitled "Survey of Property Prepared for State of New York Department of Mental Hygiene at Grasslands" and filed in the Office of the County Clerk of Westchester County Division of Land Records on March 8, 1973 as number 17940, meets Parcel 1 on a map entitled "Proposed Lease Parcel County of Westchester to Westchester County Health Care Corporation" and filed in the Office of the County Clerk of Westchester County Division of Land Records on October 9, 1997 as number 26008;

Thence along the common boundary of filed maps 17940 and 26008, North 85 degrees 55 minutes 13 seconds East, 200.20 feet;

Thence along the common boundary of filed maps 17940 and 26008, North 6 degrees 17 minutes 43 seconds West, 205.25 feet;

Thence along the common boundary of filed maps 17940 and 26008, South 85 degrees 07 minutes 03 seconds West, 24.91 feet to the point and place of beginning;

Thence South 85 degrees 07 minutes 03 seconds West, 365.09 feet;

Thence North 4 degrees 52 minutes 57 seconds West, 76.93 feet;

Thence along a curve to the right with a radius of 528.00 feet, length of 289.16 feet, and a chord bearing of North 43 degrees 46 minutes 57 seconds West, and a chord length of 285.56 feet;

Thence South 84 degrees 55 minutes 47 seconds West, 714.77 feet;

Thence North 5 degrees 01 minutes 15 seconds West, 50.59 feet;

Thence South 84 degrees 57 minutes 59 seconds West, 192.34 feet;

Thence North 7 degrees 42 minutes 59 seconds West, 293.01 feet to the southerly bounds of Sunshine Cottage Road;

Thence along the southerly bounds of Sunshine Cottage Road North 80 degrees 43 minutes 25 seconds East, 895.27 feet;

Thence along the southerly bounds of Sunshine Cottage Road on a curve to the right with a radius of 699.68 feet, length of 44.14 feet, and a chord bearing of North 82 degrees 31 minutes 52 seconds East, and a chord length of 44.13 feet;

Thence along the southerly bounds of Sunshine Cottage Road North 85 degrees 00 minutes 00 seconds East, 248.26 feet;

Thence along the southerly bounds of Sunshine Cottage Road on a curve to the right with a radius of 150.00 feet, length of 159.40 feet, and a chord bearing of South 64 degrees 33 minutes 28 seconds East, and a chord length of 152.00 feet;

Thence along the southerly bounds of Sunshine Cottage Road on a curve to the left with a radius of 520.00 feet, length of 286.02 feet, and a chord bearing of South 49 degrees 52 minutes 23 seconds East, and a chord length of 282.43 feet;

Thence along the westerly bounds of South Plaza West South 4 degrees 55 minutes 00 seconds East, 356.97 feet;

Thence South 85 degrees 05 minutes 00 seconds West, 50.00 feet;

Thence South 4 degrees 55 minutes 00 seconds East, 77.15 feet to the point and place of beginning.

Containing 681,691 square feet or 15.649 acres +/-.

SCHEDULE "A-1"

**LEGAL DESCRIPTION OF 1.81 ACRE
OPEN SPACE PORTION OF THE LEASED PROPERTY**

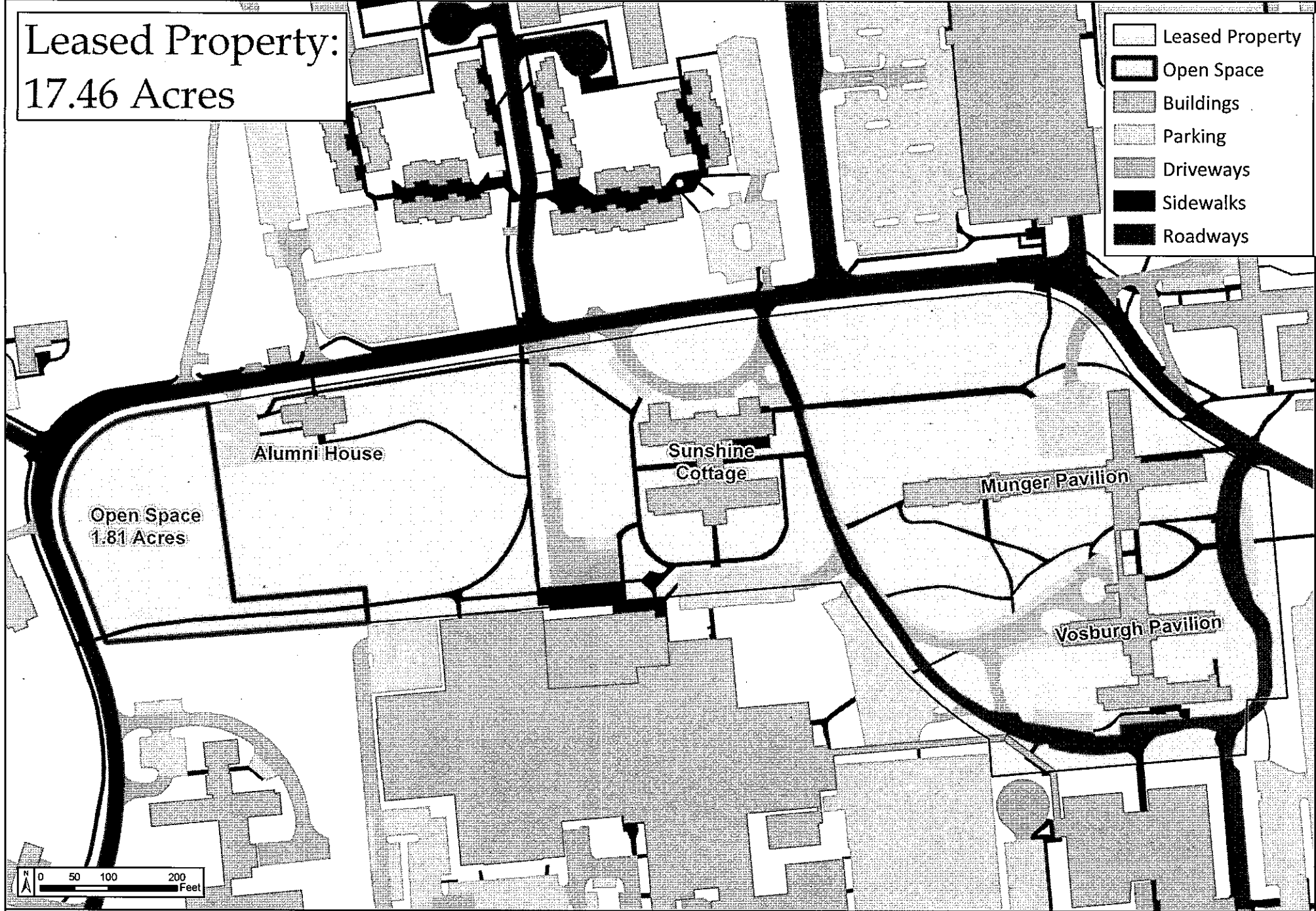
(To be attached.)

SCHEDULE "B"

MAP OF THE LEASED PROPERTY

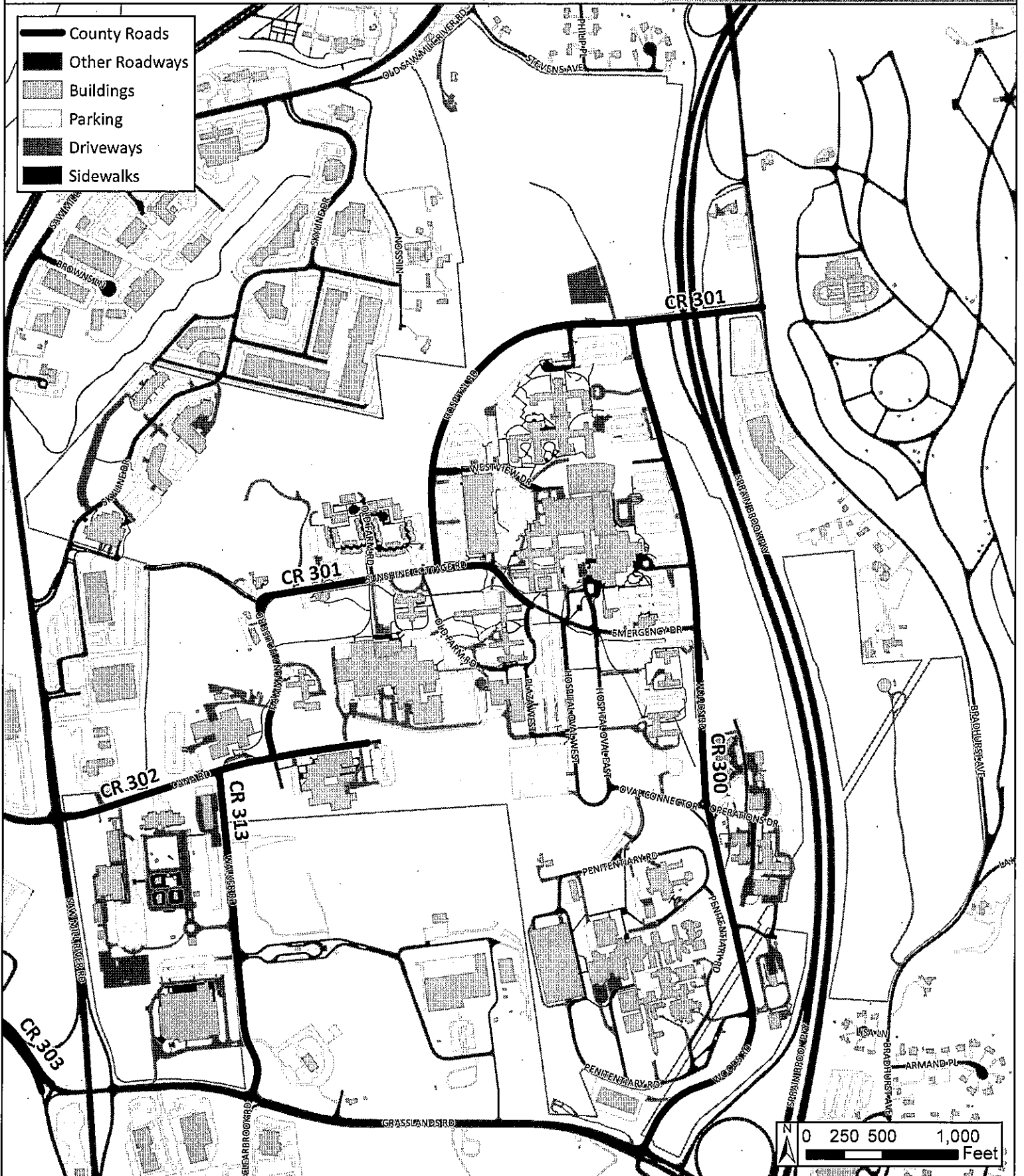
Leased Property:
17.46 Acres

- Leased Property
- Open Space
- Buildings
- Parking
- Driveways
- Sidewalks
- Roadways



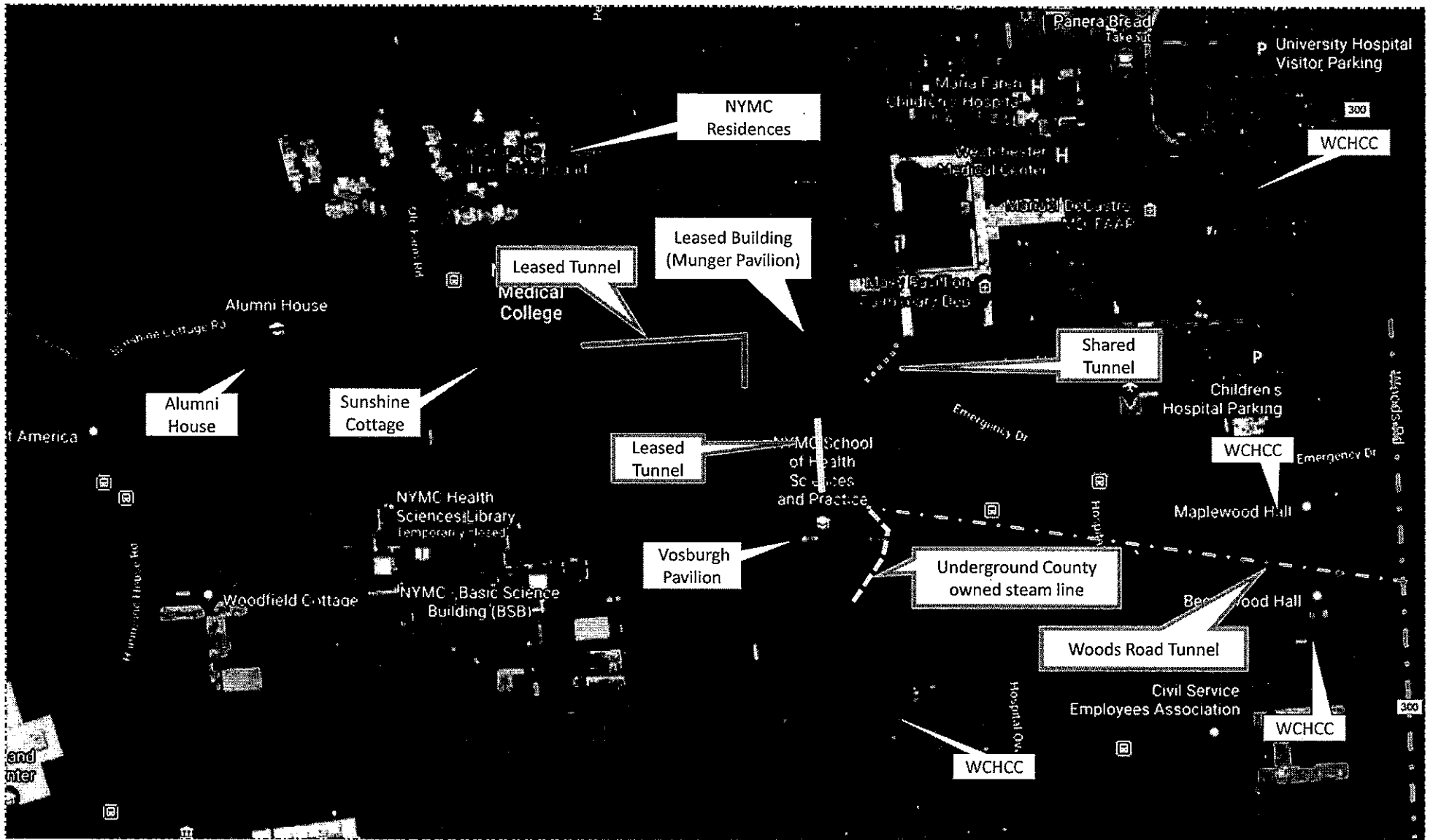
LEASE SCHEDULE "C"

- County Roads
- Other Roadways
- Buildings
- Parking
- Driveways
- Sidewalks



SCHEDULE "D"

MAP OF THE TUNNELS



NYMC Residences

Leased Building (Munger Pavilion)

Leased Tunnel
Medical College

Shared Tunnel

Alumni House

Sunshine Cottage

Leased Tunnel

Vosburgh Pavilion

Underground County owned steam line

WCHCC

Woods Road Tunnel

WCHCC

WCHCC

WCHCC

University Hospital Visitor Parking

300

300

Hospital Dr

Emergency Dr

Hospital Dr

Children's Hospital Parking

Maplewood Hall

Beeswood Hall

Civil Service Employees Association

Westchester Medical Center

WCHCC DeCastro

WCHCC Pavilion

Manhattan Children's Hospital

Panera Bread Take out

Old Post Rd

Sunshine Cottage P3

Hospital Dr

Alumni House

Woodfield Cottage

NYMC Health Sciences Library
Temporarily Closed

NYMC Basic Science Building (BSB)

St. America

and
center

SCHEDULE "E"

ARTICLE XX OF THE RESTATED WCHCC LEASE

ARTICLE XX

Transfer of Premises; Tenant's Rights of First Refusal

Section 20.0. If the Landlord transfers the Premises by sale or exchange, such sale or exchange shall be expressly made subject to this Agreement.

Section 20.1. Tenant shall have the right of first refusal as to the purchase of the Premises as hereinafter set forth in this Section. If at any time during the Lease Term; Landlord shall receive a bona fide written offer, other than at public auction, from a third person or entity (except for a governmental authority or entity that has the power of eminent domain over Landlord, which is exercising such power of eminent domain), for the purchase of the Premises, which offer Landlord shall desire to accept, Landlord shall promptly deliver to Tenant a copy of such offer, and Tenant may, within thirty (30) days thereafter, elect to purchase the Premises in its own name or in the name of a nominee on the same terms as those set forth in such offer, in which event such sale shall be consummated within forty-five (45) days after Tenant's election or on such later date as shall be set forth as the date for closing in such offer. If Tenant shall not accept such offer within the time herein specified therefore, Landlord may then sell the Premises to the buyer named in the offer, provided the sale is upon substantially the same terms and conditions and for the same price set forth in the offer and said right of first refusal shall cease to exist, but this Agreement shall continue otherwise on all the other terms, covenants, and conditions in this Agreement set forth. If Landlord shall not consummate the sale to the buyer named in the offer within nine (9) months after Tenant's failure to exercise its right to purchase the Premises, Landlord shall not thereafter sell the Premises pursuant to said offer and Tenant's right of first refusal shall survive such failure to consummate the sale and shall apply, in the manner set forth

above, to a subsequent bona fide written offer made to Landlord to purchase the Premises. This right of first refusal shall be inapplicable to a transfer, by way of sale, or gift, including a trust, to or for a party related to Landlord, including any public authority of the Landlord or public benefit corporation which is affiliated with the Landlord, or to any transfer from one such related party to another (but such right of first refusal, subject to the same exceptions as set forth in this Section 20.1, shall apply to any subsequent sale by any such party related to Landlord, including any public authority of Landlord or any public benefit corporation which is affiliated with Landlord to a person or entity which is not related to Landlord).

Section 20.2. (a) If at any time during the Lease term, Landlord shall receive a bona fide written offer which Landlord desires to accept (the "Offer"), from a third party or entity (except for a governmental authority or entity that has the power of eminent domain over Landlord, which is exercising such power of eminent domain), (i) for the sale, lease, or license, or (ii) to enter into a commercial arrangement including, but not limited to, a joint venture agreement, operating agreement, and cooperation and fee sharing arrangement (hereinafter called a "commercial arrangement") of all or any portion of the Grasslands Reservation which is not included within the Premises (hereinafter called the "First Refusal Space"), then provided that Tenant is not then in default hereunder after notice and the expiration of any applicable cure period, and further provided that Landlord is not in violation of any applicable law by complying with its obligations under this Section 20.2, Landlord shall deliver to Named Tenant a copy of the Offer, and Named Tenant may, within thirty (30) days thereafter, elect to lease, license, purchase or enter into a commercial arrangement for the First Refusal Space subject to such Offer on the same terms as those set forth in such Offer, in which event such lease, sale, or other agreement

shall be consummated within forty-five (45) days after Named Tenant's election to accept such offer or on such later date as shall be set forth in such Offer as the date for closing. If Named Tenant shall not accept such offer within the time herein specified therefor, Landlord may then sell, lease, license or enter into a commercial arrangement for the First Refusal Space upon substantially the same terms and conditions and for the same price or rental set forth in the Offer. If Landlord shall not consummate the Offer within nine (9) months after Named Tenant's failure to exercise its right with respect thereto, and Landlord shall not thereafter lease, sell, license or enter into a commercial arrangement for the First Refusal Space pursuant to said Offer, then Named Tenant's right of first refusal shall survive such failure to consummate the transaction and shall apply, in the manner set forth above, to a subsequent bona fide written offer made to Landlord to purchase, lease, license or enter into a commercial arrangement for the First Refusal Space. The right of first refusal set forth in this Section 20.2 shall not apply to any sale, lease, license or commercial arrangement, (i) for any governmental purpose consistent with any current uses of the Grasslands Reservation by Landlord or any uses by Landlord of the Grasslands Reservation since January 1, 1978, or (ii) with, to or for a party related to Landlord, including any public authorities of the Landlord or any public benefit corporation which is affiliated with the Landlord, or to any transfer from any one such related party to another (but such right of first refusal shall apply to any subsequent sale, lease, license or commercial arrangement by any such party related to Landlord, including public authorities of Landlord or any public benefit corporation which is affiliated with Landlord to a person or entity which is not related to Landlord). The right of first refusal set forth in this Section 20.2, may only be exercised by Named Tenant herein, but, after the closing of the transaction which is the subject of the right of first refusal, Named Tenant shall have

the same rights to assign any purchase, lease, license or commercial arrangement obtained pursuant to this Section 20.2 as it has to assign this Agreement.

(b) If there is any dispute with regard to Landlord's obligation to deliver an offer to Named Tenant or Named Tenant's right to accept an Offer, such dispute will be resolved by appropriate judicial proceedings, provided that so long as any such proceedings are pending, Landlord will not proceed with the disputed proposed sale, lease, license, or commercial arrangement. In the event that a court determines any such dispute in favor of Landlord, then the Named Tenant will pay Landlord the sum of One Hundred Thousand (\$100,000) Dollars, together with the amount of the Landlord's reasonable legal fees and disbursements incurred in connection with the dispute as liquidated damages in connection with that court determination only. If the Named Tenant appeals the decision of any lower court in favor of Landlord and if the appellate court affirms the decision in favor of Landlord, then the Named Tenant will pay Landlord an additional sum of Four Hundred Thousand (\$400,000) Dollars, together with the amount of the Landlord's reasonable legal fees and disbursements incurred in connection with such appeal, which payment shall be the liquidated damages that have been agreed to by the parties as the sole amount that is due to Landlord in connection with the appeal of such dispute. If any dispute under this Section 20.2 is decided in favor of the Named Tenant, then the Named Tenant must exercise the right of first refusal which was the subject of such dispute and accept the applicable Offer.

SCHEDULE "F"

WCHCC RIGHT OF FIRST REFUSAL LETTER

(To be attached.)

SCHEDULE "G"

ARTICLE XXXIX OF THE RESTATED WCHCC LEASE

ARTICLE XXXIX

Restrictive Covenant

Section 39.0. (a) Landlord agrees that it will not lease, license, use or permit to be used by anyone other than Tenant under this Agreement or a tenant under an Individual Lease or Single Lease or Option Lease any portion of the area shown hatched on the plan annexed hereto as Exhibit E (hereinafter called the "Restricted Area") for the provision of any medical or health related services, including, but not limited to senior housing, assisted living housing, and such other uses for which all or any portion of the Premises are then being used by Tenant under this Agreement or a tenant under an Individual Lease or Single Lease or Option Lease, or such other use as shall have been specified with respect to any portion of the Additional Parcels in a master plan submitted to Landlord under this Agreement (including, without limitation, the Additional Plan, the Second Additional Plan, and the Final Additional Plan) with respect to which portion of the Additional Parcels an Option Lease shall have been executed and delivered and the term thereof shall have commenced (any of such uses being referred to herein as the "Restricted Uses"). If Landlord disputes any use specified in any master plan submitted to Landlord under this Agreement (including, without limitation, the Additional Plan, the Second Additional Plan, and the Final Additional Plan), then until the earlier to occur of (i) the resolution of such dispute and (ii) sixty days after Landlord notified Tenant that Landlord disputes such specified use, Landlord shall not permit such disputed use in the Restricted Area.

(b) Notwithstanding anything to the contrary contained in this Article 39, after December 31, 2057, the Restricted Uses shall be only those uses for which all or any portion

of the Premises or the Additional Parcels are then being used (i) by Tenant under this Agreement, but only to the extent that, and as long as, this Agreement has been extended in accordance with the applicable provisions of Article 38 hereof, or (ii) by any tenant under an Individual Lease or Single Lease or Option Lease, but only to the extent that, and as long as, the applicable Individual Lease or Single Lease or Option Lease has been extended in accordance with the applicable provisions of Article 38 of such Lease.

Section 39.1. (a) Notwithstanding any language to the contrary contained in Section 39.0 hereof, in no event shall Landlord be restricted or prevented from providing through its own facilities or through a private entity, or from leasing, licensing or otherwise permitting the use of all or any portion of the Restricted Area for any of the following purposes:

- (i) providing of medical or health related services to prisoners;
- (ii) providing of any medical or health care service or program that is currently offered by Landlord (through its own facilities or through a private entity) outside of the Restricted Area as a valid and necessary exercise of Landlord's governmental function;
- (iii) group and/or adult homes for the mentally or physically disabled;
and
- (iv) providing of services or programs (i) which are currently offered within the Restricted Area or (ii) which are or were offered by any Department of the County of Westchester other than the former Department of Hospitals within or outside of the Restricted Area, or (iii) which Landlord determines is a valid and necessary exercise of its governmental function, provided that such use does not compete with any uses for which all or any portion of the Premises are then being used by Tenant or such other use permitted under Article 3 hereof which is specified in a Master Plan submitted to Landlord pursuant to Article 37 hereof with respect to which portion, an Option Lease shall have been executed and delivered and the term thereof shall have commenced.

Section 39.2. (a) If Landlord intends to use, lease, license or permit to be used any portion of the Restricted Area for the Restricted Uses during the last ten (10) years of the term of this Lease or during any extension term (other than the final five (5) year extension term and during the final five (5) years of the third ten (10) year extension term) then Landlord shall give Tenant written notice of such intention. Tenant may, within thirty (30) days after receipt of Landlord's notice pursuant to this Section 39.2, accelerate the time periods set forth in Section 38.0 hereof with respect to any extension option and may exercise its option to extend the term of this Lease for one or more of the extension options set forth in Section 38.0(a) hereof (but only to the extent that the time to exercise any such option pursuant to Section 38.0(a) hereof shall not have theretofore expired), in which event Landlord will continue to be bound by the provisions of Section 39.1 hereof until the expiration of extension term(s) that Tenant had exercised in response to such notice of intention from Landlord and thereafter Landlord will continue to be bound by the requirement to give notice pursuant to this Section 39.2.

(b) Landlord and Tenant agree that this Article 39 shall have no force or effect during the last ten (10) years of the term of this Agreement (as the same may be extended) and during said ten (10) year period Landlord may use, lease, license or permit to be used any portion of the Restricted Area for any purpose (including the Restricted Uses), subject, however, to the provisions of Article 40 hereof.

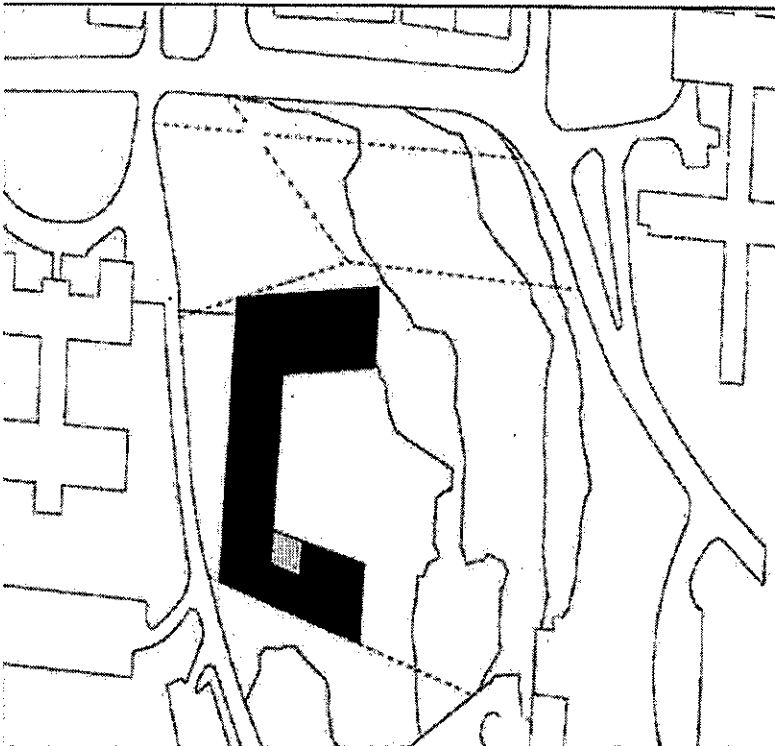
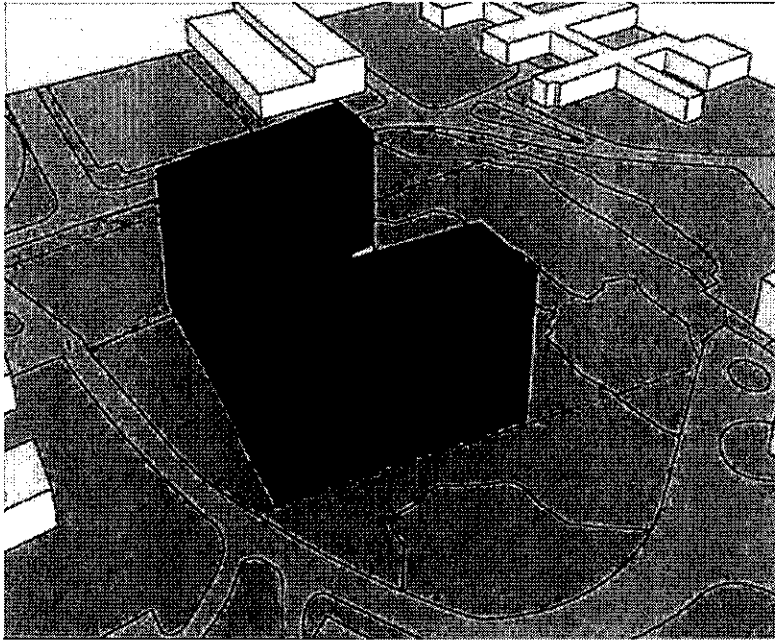
Section 39.3. Notwithstanding anything to the contrary contained in this Article 39, if at the time that a particular use was commenced by Landlord in the Restricted Area, such use was not a Restricted Use, then such use shall continue to be permitted hereunder, notwithstanding the fact that Tenant under this Agreement or a tenant under an Individual Lease or Single Lease or

Option Lease shall thereafter use a portion of the Premises or the Additional Parcels for such particular use.

SCHEDULE "H"

NEW BUILDING CONCEPT PLAN

(section 6.01(a) – NYMC New Building Concept Plan



Schedule "I"

**LEASED LAND
DEVELOPMENT STANDARDS**

**WESTCHESTER COUNTY
GRASSLANDS CAMPUS
Valhalla, New York**

**9/17/97
UPDATED
4.18.22**

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GENERAL INTENT AND PLANNING CONCEPTS

Structures and uses in existence, under construction, or out to bid as of the date of this Agreement shall not be subject to these Development Standards. The New York Medical College will adhere to all federal, state, and local laws and restrictions as they pertain to the development of the Leased Property. This includes, but is not limited to, environmental, engineering, historical structures, etc.

1) Roads, Circulation and Access

Vehicular circulation on the land leased by the County of Westchester to the New York Medical College hereby known as the "Leased Land" should be facilitated by an integrated system of roads. The circulation system should provide for smooth traffic flow from the Leased Land's main entrances to each of the facilities located on the campus. In order to achieve this goal, the policies and standards herein are recommended to ensure that the creation of new roads will complement the existing road network.

Internal roads shall permit efficient drainage, utility routing, and require the minimum number of streets necessary to provide convenient and safe access to facilities. Internal roads should be designed to discourage use by through traffic.

2) Setbacks and Building Height

In order to provide compatible relationships among the heights and setbacks of existing and proposed roads and structures, a hierarchy of setbacks on the Leased Land has been established. These are intended:

- to ensure the appropriate design relationship between buildings and landscape
- to provide visual relief to and from developed areas
- to maintain the character associated with the Leased Land and the Grasslands Reservation
- to maintain buffers between land uses operated by the county and/or other entities
- to respect the historic design of the Mall and other areas of the campus
- to consider the impact that proposed buildings will have on the surrounding site, open space and adjacent buildings

3) Off-Street Parking and Loading Facilities

- All structures and land uses on the Leased Land should be provided with a sufficient amount of off-street parking and loading spaces to meet the needs of employees, visitors, clients, patrons, and other persons using these facilities.
- Parking and loading facilities should be properly located, within practical proximity to the primary building entrances, and compatible with public safety needs including policing, traffic safety, and vehicular and pedestrian separation.

- Parking and loading facilities shall be surfaced, drained, lighted, landscaped, environmentally complementary with their surroundings, and attractively designed to meet the circulation needs of vehicles and pedestrians.
- For all buildings and uses hereafter constructed, erected, enlarged, moved, changed in intensity or substantially altered, there shall be provided on the same premises or within reasonable proximity, suitably graded and paved off-street parking and loading areas.
- Cognizant of the desire to preserve open spaces, new surface parking areas shall be judiciously evaluated. Due consideration shall be given for the practicality, and economic feasibility of parking structures when additional parking is proposed.
- On-street parking is discouraged unless off-street parking options do not exist or are physically or functionally unable to be done.
- Each parking area/facility shall be graded, surfaced, drained and maintained throughout the duration of its use to avoid excessive runoff on the Leased Land and properties adjacent to it. Erosion, sedimentation, and pollution problems attendant to runoff must be addressed and ameliorated using accepted drainage and siltation control standards during and after construction.
- Appropriate signs shall be provided in parking areas to direct internal traffic flow in accordance with generally accepted standards.
- All parking areas must provide for disabled persons and must comply with the design standards in the applicable state and federal regulations.

4) Landscaping

Landscaping is intended to provide visual interest and diversity to the campus. Landscaping for new buildings, structures, parking lots, and roads should be complementary of existing landscape features, amenities, and species.

5) Lighting

Outdoor lighting at the campus should provide adequate and safe visibility at comfortable and unobtrusive levels. In order to maintain a cohesive design element and maintain visual quality at the various facilities at the campus, lighting fixtures should be of a complementary style and appearance throughout the Leased Land. Lighting should be designed to appropriately fit proposed uses, i.e. buildings, parking lots, roadways, pedestrian uses, etc.

Section 1 - Roads, Circulation and Access

1.0 Road Classifications & Standards

One of the main elements of an efficient road system is a clear hierarchy of roads which have distinct functions. On the Leased Land, the road system consists of entrance roads, internal campus roads, service roads and driveways. The following types of road exist on the Leased Land.

- a) Entrance Roads (County Roads) - Entrance roads serve as the entryways to the campus, and distribute traffic among the internal campus roads.
- b) Internal Campus Roads - Internal campus roads carry vehicles destined for specific facilities located within their area, and serve as links between the entrance roads and a facility's entrance or parking area. Internal roads shall have a minimum pavement width of 24'.
- c) Driveways and Service Roads - Driveways and Service Roads provide access to a building, parking or service area from internal roads. Since this is their primary function, they should be designed to discourage through traffic. Roads should be designed with a maneuvering area that discourages cars and trucks from backing onto adjoining roads. Driveways and service roads shall have a minimum pavement width of 20'.

Any future road improvements on the Leased Land which impact a county road shall conform to the standards for county roads for that portion of work on the county road. Prudent engineering practices shall be followed for all other roads. All new roads shall provide for the continuation or enhancement of the existing or planned roadway system. They shall be of suitable width and grade to allow access by public safety, and snow and refuse removal vehicles.

1.1 Access Improvements

- a) Sidewalks - Sidewalks are to be installed when the type of development warrants their use. A facility's use and its location with respect to parking and public transportation must be considered. Where provided, sidewalks should be a minimum of 4' wide.
- b) Bus Access - Proposed roads shall be designed to facilitate bus access to the Leased Land. Specified design elements (i.e. pullouts, sign placement, vicinity of stop to main access of building, etc.) should be coordinated with the Westchester County Department of Public Works and Transportation.
- c) Bus Stop Shelters - Potential bus stop shelter locations and shelter designs should be coordinated with the Department of Public Works and Transportation at early planning stages.
- d) Intersections shall be designed according to prudent and safe engineering practices.

Section 2 - Setbacks and Height Limitations

This section applies only to new buildings, structures, and parking areas, and not to any existing buildings, structures, or parking.

2.0 Building Setbacks

- a) Building Setback from Sprain Brook Parkway shall be 50 feet from the property line of the Leased Land.
- b) Building Setbacks from Property Boundaries within the Leased Land - Buildings or structures shall be setback 50 feet from any property boundary shared by the County and any other portions of the Leased Land.
- c) Building Setbacks from Internal Campus Roads - Buildings or structures shall be setback 50 feet from the nearest edge of road.
- d) Building Setbacks from South Plaza West and South Plaza East - Buildings or structures shall be setback a minimum of 100 feet from the nearest edge of road of South Plaza East or South Plaza West. This is meant to preserve the existing and historic spatial character of the area known as "the Mall" or "the Oval".
- e) Building Setbacks from all other driveways and service roads shall be 10'.
- f) The Landlord's Building Setbacks from the south end of the Oval shall be 150' from the property boundary.

2.1 Parking Setbacks

- a) All parking areas shall be setback 25' from edge of entrance roads and setback 10' from the nearest edge of internal campus roads.
- b) The Landlord's Parking Setback from the south end of the Oval shall be 50' from the property boundary.

2.2 Building Height

At a maximum, any new building shall not exceed the height of the existing main hospital tower.

Section 3 - Parking and Loading Facilities

3.0 Minimum Parking Requirements for New Construction

- a) As new buildings are proposed, they may have a mix of uses. The parking and loading requirements in Figure 3.1 will be used as a guideline and framework for determining the amount of space required, but the New York Medical College reserves the right to maintain flexibility in decreasing the amount of parking spaces required by use when indicating in the overall parking calculations when single "customers" take advantage of multiple uses or that overall parking demand is shared by uses and can be met with parking provided.
- b) The minimum number of parking and loading requirements are indicated in Figure 3.1. The New York Medical College reserves the right to provide modifications to Figure 3.1 as necessary.
- c) Unlisted uses Reasonable and appropriate off-street parking and loading requirements for structures and land uses which do not fall within the categories listed or "uses" for which no minimum number of parking spaces is provided, shall be evaluated on a case by case basis in a manner consistent within other listed standards.
- d) Waiver of Improvement If it is determined that less than the required number of parking spaces will satisfy the parking needs of a proposed use, up to fifty percent (50%) of the required parking may be left unimproved. However, it shall be expressly demonstrated and designated on the site plan that sufficient land area remains to provide for the full number of required spaces. All unimproved parking areas shall, at a minimum, be maintained as lawn until required for parking. Examples of criteria which will be considered in permitting a waiver include: proximity to and substantial use of public transit, flexible and non-peak operating schedules, and category of use, i.e. major use or accessory use.

3.1 Parking Required for Existing Structures and Uses

- a) Parking and loading facilities in excess of what is required to serve the existing structure or uses may be reduced and reassigned to serve other adjacent structures or uses.
- b) At the time any existing facility is proposed for expansion or there is a change in the use of an existing structure, parking and loading spaces will be provided in accordance with the requirements of this Section to serve both the existing and proposed uses.

3.2 Temporary Lots

In order to accommodate automobiles displaced by the construction of either permanent parking areas or buildings, additional surface lots may be created provided that they are designed as temporary lots with a minimum amount of improvement (gravel base, minimal lighting). Temporary lots may also be constructed to meet parking demands which cannot immediately be accommodated in existing lots.

The use of a temporary lot should be discontinued as soon as possible after a permanent lot or structure is operational.

3.3 Loading Areas and Service Vehicle Parking Areas

Loading areas generally provide adequate space for an array of types and sizes of vehicles. Each building shall have a designated loading area, if required by the use of the building. For those uses not requiring a loading area, a service vehicle parking area shall be provided instead. This service vehicle parking area may be located in an adjacent parking lot or adjacent to a door used for service.

3.4 Design Standards

- a) Size of parking spaces Each parking space shall be at least 8.5 feet wide and 18 feet long unless circumstances such as adjacent structures dictate otherwise.
- b) Size of loading spaces The size of loading spaces shall be determined by the nature of the vehicles which will service the facility. Typical loading spaces may be 9' x 20', 10' x 22', or 12' x 50'.
- c) Aisles Standard two-way maneuvering aisles between rows of parking spaces shall be at least 20 feet wide. All angled parking other than 90 degree parking shall have a one-way aisle width at a minimum of 13 feet.
- d) Size of service/delivery spaces Each space shall be at least 9 feet wide and 20 feet long and be clearly designated as "Reserved for Service and Delivery Vehicles."
- e) An access drive to connect parking areas with adjoining roads shall be at least 20'.
- f) Location and access to loading areas No off-street loading area shall be located in any front yard. An access drive, at least 12 feet wide, shall be provided to connect loading areas with adjoining roads unless service requirements dictate otherwise. The loading area access drive may also provide access to a parking area provided that the shared access drive has a minimum width of 20 feet.
- g) Suitable markings to indicate individual parking spaces, entrances and exits, maneuvering areas, and snow pile storage areas shall be provided in accordance with generally accepted standards.
- h) Compact and Van-Pool Spaces Where at least 30 parking spaces are provided for the sole use of employees on a non-transient basis (motor vehicle parked at least 3 hours in the same space), a portion of these parking spaces may be designed and reserved for compact cars, or any area to be designed and reserved for cars and vans used for car pooling.
 - Compact car parking spaces shall measure at least 8 feet wide and 15 feet long, with an aisle at least 20 feet in width, and parking spaces for van pooling shall measure at least 9 feet wide and 20 feet long, with an aisle at least 20 feet in width.
 - Parking spaces for compact cars and car pool vehicles shall be conveniently located for both vehicular and pedestrian access and grouped in a limited number of locations, in order to attract users. Such parking spaces shall not be scattered about the premises.

- Clear and distinctive signing shall be provided to identify compact car and car pooling areas.

i) Signage Appropriate signs shall be provided in parking areas to direct internal traffic flow in accordance with generally accepted standards.

Figure 3.1
Parking and Loading Requirements

USES	MINIMUM NUMBER OF PARKING SPACES		MINIMUM NUMBER OF LOADING SPACES	
	Per 1,000 SF or major portion thereof of gross floor area (GFA)	Other	First Space Req'd at: (GFA)	Add'l space every: (GFA)
Hospital • Inpatient • Outpatient/ Medical Office	4	1.8 per bed	10,000 SF*	100,000 SF*
Long-Term Care • Skilled nursing • Ass't. Living • Independent Living		.75 per bed .5 spaces per dwelling unit .75 spaces per dwelling unit	10,000 SF*	100,000 SF*
Residential • Dormitories/Rooms • Multiple Residences		1 per bed 1 per dwelling unit + 0.5 per bedroom	10,000 SF*	100,000 SF*
Any office other than medical	3.3		10,000 SF*	100,000 SF*
Hotel	1 per guest room			
Research Lab	2.5		10,000 SF*	100,000 SF*
Public Utility Bldg., Laundry, Vehicle Garage, Maint. Facilities		1 per day shift employee + 1 per overnight/fleet vehicle	10,000 SF*	100,000 SF*
Storage & Warehouse		1 per day shift employee	5,000 SF*	40,000 SF*
Classroom Bldg.		1 per 5 seats	10,000 SF*	100,000 SF*
Recreation Facility	5		*	*
Day Care Center		1 per staff member + 1 per 5 children	*	*
General Retail	4		10,000 SF*	20,000 SF*
Public Assembly Areas, Meeting/ Banquet Room	10		*	*
Auditorium/Training Ctr.		1 per 3 seats	*	*
Library	3		*	*

* No loading spaces are required unless this use is in a separate structure.

Section 4 - Landscaping

4.0 Landscaping of Internal Roads

All new internal campus roads shall be planted with trees at 3" caliper minimum spaced a maximum of 50' on center.

4.1 Landscaping of Surface Parking Areas

- a) All surface parking areas shall be landscaped with appropriate trees and other plant materials tolerant of parking lot conditions and requiring low maintenance.
- b) One street tree per 10 parking spaces shall be allocated and incorporated in surface parking plans. Trees shall be a minimum of 3" caliper at time of planting and limbed up seven feet from existing grade.
- c) At least 15% of the total surface parking area shall be landscaped. Minimum island width for cars parked head to head shall be 10 feet and for cars parked side to side shall be 6 feet.

4.2 Landscaping of Loading Areas

- a) Loading areas shall be screened to a height of not less than 6' with evergreen plant materials, mounding, walls, or any combination thereof.
- b) Materials selected shall be durable and appropriate for the use generated by loading areas.

4.3 Building Landscaping

There shall be no strict requirements for building landscaping other than building landscaping shall be incorporated into an overall concept that complements both the building and surrounding area.

4.4 Landscaping Exception

Landscaping requirements described above may be modified, in consultation with the Westchesester County Department of Planning, where existing land use, topography, landscaping or other physical conditions may make unnecessary these requirements.

Section 5 - Lighting

5.0 Illumination Criteria

Recommended levels of illumination for the exterior areas of the leased land:

<u>Area</u>	<u>Illumination Level (FC)</u>
Internal Roadways	1 fc
Building Driveways	2 fc
Parking Areas	2 fc
Pedestrian Walkways	2 fc
Building Entrance	10 fc
Service Areas	2 fc

SCHEDULE "J"

AUTHORIZING LOCAL LAW AND RESOLUTION

(To be attached.)