**LEASE**

**111 NORTH CENTRAL LLC**

## Landlord and

**{{ tenant\_entity }}**

## Tenant

## Dated: {{ lease\_date }}

## S u i t e # {{ unit\_number }}

## B u i l d i n g :

## Tri-One Hartsdale Office Associates 1 1 1 N . C e n t r a l A v e n u e Hartsdale, New York

TABLE OF CONTENTS

SECTION PAGE

1. DEMISED PREMISES 1
2. [DEFINITIONS 1](#_TOC_250025)
3. [TERM 2](#_TOC_250024)
4. [USE OF PREMISES 2](#_TOC_250023)
5. [RENT 3](#_TOC_250022)
6. [INCREASES IN OPERATING EXPENSES 3](#_TOC_250021)
7. [INCREASE IN REAL ESTATE TAXES 4](#_TOC_250020)
8. [REPAIRS AND ALTERATIONS 5](#_TOC_250019)
9. [PARKING 5](#_TOC_250018)
10. [UTILITIES AND SERVICES 6](#_TOC_250017)
    1. HVAC 6
    2. Water 6
    3. Electricity 6
    4. Cleaning 6
    5. Security 6
    6. Interruption of Services 7
11. [INSURANCE 7](#_TOC_250016)
12. [SUBORDINATION 8](#_TOC_250015)
13. [DESTRUCTION, FIRE OR OTHER CAUSES 8](#_TOC_250014)
14. [EMINENT DOMAIN 9](#_TOC_250013)
15. [ASSIGNMENT AND SUBLEASING, MORTGAGE, ETC. 9](#_TOC_250012)
16. [FEES AND EXPENSES 10](#_TOC_250011)
17. [NO REPRESENTATIONS BY LANDLORD; INDEMNITY 11](#_TOC_250010)
18. [QUIET ENJOYMENT; HOLDING OVER 11](#_TOC_250009)
19. [DEFAULT 12](#_TOC_250008)
20. [REMEDIES OF LANDLORD 12](#_TOC_250007)
21. [RIGHT TO EXHIBIT DEMISED PREMISES AND ACCESS TO PREMISES 13](#_TOC_250006)
22. [BROKERAGE 14](#_TOC_250005)
23. [SECURITY DEPOSIT 14](#_TOC_250004)
24. [LEASE STATUS AND NOTICE 14](#_TOC_250003)
25. [ASSIGNS 15](#_TOC_250002)
26. SURRENDER OF REMISES 15
27. [MISCELLANEOUS 16](#_TOC_250001)
28. [RELOCATION 16](#_TOC_250000)
29. ENTIRE AREEMENT 16

EXHIBIT A - OPERATING EXPENSES 18

LEASE dated {{ (lease\_date) }}, between 111 North Central LLC**,** a New York Limited Liability Company organized and existing under the laws of the State of New York with an office at c/o Beach Lane Management, 111 North Central Park Avenue, Suite 400, Hartsdale, NY 10530 **("Landlord");** and {{ tenant\_entity }}, with offices located at {{ tenant\_mailing\_address }} **("Tenant").**

WITNESSETH:

1. **PREMISES.**

Landlord hereby leases to Tenant, for the term and upon the conditions hereinafter specified, the demised premises known as suite {{ unit\_number }} (the **"Demised Premises" or the “demised premises)** in the building (the **"Building")** known as 111 N. Central Avenue, located in Hartsdale (the **"City").**

# DEFINITIONS.

Terms used in this Lease shall have the following meanings:

1. Base Rent

{{rent\_schedule\_text}}

1. Tax Base Year: July 1, {{tax\_year}} to June 30, {{(tax\_year\_next)}}
2. Base Operating Expense Year: January 1, {{tax\_year}} – December 31, {{tax\_year}}
3. Tenant's Proportionate Share: Percentage to be determined
4. Intentionally Omitted.

# TERM.

* 1. To have and to hold the Demised Premises for a term of {{ (lease\_term\_years\_words)}} ({{ lease\_term\_years }}) years (the "term"), commencing on {{ lease\_commencement\_date }} (the "Commencement Date"), and ending on {{expiration\_month\_word}} {{expiration\_day}},{{expiration\_year}} (the **"Expiration Date**").
  2. The term “lease year” when used in this Lease shall mean the twelve months commencing on the first day of the month in which occurs the Commencement Date, and each subsequent period of twelve months.

# USE OF PREMISES.

* 1. Tenant acknowledges that it has inspected the demised premises and is fully familiar with the condition thereof and is letting same in an "AS IS" condition (except for Landlord’s Work as set forth on Exhibit B annexed hereto), with no representations of any kind by Landlord. Tenant shall use the Demised Premises only for general office use, and for no other purpose. Tenant will not interfere with the conduct of business by other tenants or occupants of the Building or create any private nuisance, including, without limitation, the occupation by Tenant or its employees, agents, contractors, subtenants or invitees (collectively, **"Tenant's representatives")** of more than the number of parking places allocated to Tenant.
  2. Tenant, at its expense, shall comply with all laws, orders and regulations of Federal, State and municipal authorities and with any direction of any public officer or officers, pursuant to law, which shall impose any violation, order or duty upon Landlord or Tenant with respect to the Demised Premises or the use or occupancy thereof, including without limitation the Americans With Disabilities Act (as amended from time to time and as may be superceded from time to time, the "Act") and any Environmental Laws (collectively, the **"Legal Requirements").** If alterations to the common areas of the Building (the **“Common Areas”**) are required under the Act because of the nature of Tenant's business or alterations made by or on behalf of Tenant within the Premises, then Landlord may make same and Tenant shall, within 20 days after receipt of a bill from time to time, reimburse Landlord for the reasonable cost of such alterations.
  3. Tenant, at its expense, shall comply with all rules, orders, regulations and requirements of the Board of Fire Underwriters or other similar body or authority having jurisdiction and all insurance policies affecting the Demised Premises (collectively, the **"Insurance Requirements")** and shall not do or permit anything to be done, in or upon the Premises, or bring or keep anything therein, which is prohibited by any Insurance Requirements, or which would increase the rate of fire insurance applicable to the Building over that in effect on the date hereof. Tenant shall comply with the Legal

Requirements and the Insurance Requirements, whether or not such compliance shall require extraordinary or unforeseen repairs, replacements or additions, and whether or not the Demised Premises currently comply with same.

* 1. Tenant shall, at Tenant's expense, keep and maintain the Demised Premises in compliance with all local, state and Federal environmental laws, ordinances and regulations, including without limitation, 42 U.S.C. §9601 et seq., 42 U.S.C. §6901 et seq., 49

U.S.C. §1801 et seq., 15 U.S.C. §2601 et seq., and the regulations promulgated thereunder, (all of the foregoing being referred to collectively as the **"Environmental Laws").** During the Lease term, Tenant shall permit no spills, discharges, or releases of any hazardous, radioactive or polluting substances, including without limitation any oil or petroleum products or any chemical liquids or solids (all of the foregoing being referred to collectively as **"Hazardous Materials").** Tenant shall indemnify, defend and hold harmless Landlord, its successors and assigns from and against any claim, liability, cost, damage, expense, response or remedial action costs (including without limitation attorneys' fees, and costs of investigation or audit) relating to: (i) the presence, use, or storage on or under the Premises, or any spill, discharge or release from the Premises, of any Hazardous Material during the Lease term; (ii) any failure of the Demised Premises to comply with any applicable Environmental Law; or (iii) any loss of value of the Premises, including without limitation any loss of value arising from the imposition of any lien against the Premises. In addition, Tenant, at its sole cost and expense, shall be responsible to contain and remove any and all medical waste, and shall indemnify and hold Landlord harmless with regard to said medical waste and disposal thereof. These foregoing indemnities shall survive the expiration or termination of this Lease.

* 1. Tenant shall, at its own cost and expense, dispose of all its garbage and waste matter in compliance with the rules and regulations established by the Building from time to time and those of all governmental agencies having jurisdiction. All refuse shall be kept in air-tight containers. Tenant shall be required to have its garbage removed from the Demised Premises via the route designated by Landlord to a location in or near the Building designated by Landlord, on a daily basis and during hours designated by Landlord. Tenant shall pay directly to the carting company, unless Landlord elects otherwise. In removing such garbage and waste matter from the Demised Premises, Tenant shall use closed containers of such nature that in the process of such removal, no vermin or waste matter shall spill or flow from such containers. Medical waste shall be stored and disposed of by Tenant, at its sole cost and expense, in accordance with all applicable laws, rules and regulations and in accordance with any reasonable rules and regulations that Landlord may enact. Tenant shall, at its sole cost and expense, independently contract with a licensed provider to remove medical waste, however, such provider shall first have been approved in writing by Landlord.

# RENT.

Commencing on the Commencement Date, Tenant shall pay to Landlord the Base Rent specified below, without demand and without setoff or deductions of any kind, in equal monthly installments, in advance, on the first day of each calendar month of the Term at the address of Landlord stated above or such other place as Landlord may designate in writing from time to time, with payment in advance of appropriate fractions of a monthly payment for any portion of a month at the expiration or prior termination of the Term. Every amount payable by Tenant hereunder in addition to Base Rent shall be deemed **"Additional Rent."** Base Rent and Additional Rent are herein collectively referred to as the **"Rent."** Any Rent not paid by Tenant on or before the due date thereof shall be payable on or before the first day of the succeeding month with a late charge equal to 5% of the unpaid installment, payable as Additional Rent. In addition, if any Rent or any other charges due under this Lease are not received by Landlord within ten

(10) days after same are due, Tenant shall pay to Landlord interest on the amount due at the rate of one and one-half (1 ½%) percent per month but not to exceed the maximum lawful amount then chargeable under applicable law, computed from the date such payment was due to and including the date of payment. Anything herein to the contrary notwithstanding, the first monthly installment of Base Rent, which shall be payable on the execution hereof.

# INCREASES IN OPERATING EXPENSES.

* 1. After the expiration of the Base Operating Expense Year and of each succeeding calendar year **("Operating Year"),** Landlord shall furnish Tenant a written statement prepared by Landlord of the Operating Expenses of the Property, as defined in Exhibit A attached hereto, incurred for such year. Within 30 days after receipt of such statement for any Operating Year setting forth any increase of Operating Expenses during such Operating Year over the Operating Expenses in the Base Operating Expense Year (said increase being referred to herein as the **"Cost Increase"),** Tenant shall pay Tenant's Proportionate Share of the Cost Increase (less the amount of Tenant's projected share paid by Tenant on account thereof) to Landlord as Additional Rent. Operating Expenses shall be determined as if the Building were 95% occupied during the Base Operating Expense Year and each Operating Year in which actual occupancy shall be less than 95%.
  2. Commencing with the first Operating Year, Tenant shall pay to Landlord, as Additional Rent, Tenant's projected share. Such projected share shall be equal to Landlord's written estimate of Tenant's Proportionate Share of the Cost Increase for the Operating Year. On the first day of each month of each Operating Year during the Term, and within 30 days after Tenant's receipt of Landlord's written estimate, Tenant shall pay to Landlord one-twelfth of its projected share of the estimated Cost Increase for such Operating Year. If Landlord's statement after the end of an Operating Year shall indicate that Tenant's projected share exceeded Tenant's Proportionate Share of Cost Increase, Landlord shall forthwith, at Landlord's option, either (i) pay the amount of excess directly to Tenant concurrently with the notice or (ii) permit Tenant to credit the amount of such excess against the subsequent payments of Additional Rent due

hereunder. If Landlord's statement shall indicate that Tenant's Proportionate Share of Cost Increase exceeded Tenant's projected share for the completed Operating Year, Tenant shall, subject to the provisions of subsection 6(a) herein, forthwith pay the amount of such excess to Landlord. If said Landlord's statement is furnished to Tenant after the commencement of a subsequent Operating Year, there shall be promptly paid by Tenant to Landlord or vice versa, as the case may be, an amount equal to the portion of such payment or credit allocable to the part of such Operating Year which shall have elapsed prior to the first day of the calendar month next succeeding the calendar month in which said Landlord's statement is furnished to Tenant.

* 1. Landlord's failure to render Landlord's statement with respect to any Operating Year or Tax Year, or Landlord's delay in rendering said statement beyond a date specified herein, shall not prejudice Landlord's right to render a Landlord's statement with respect to that or any subsequent Operating Year or Tax Year. The obligations of Landlord and Tenant under the provisions of this Section with respect to any Additional Rent, which obligations have accrued prior to the expiration or sooner termination of the Term, shall survive the expiration or any sooner termination of the Term.

# INCREASE IN REAL ESTATE TAXES.

If Real Estate Taxes with respect to the Property are increased, during any year subsequent to the Tax Base Year, over Real Estate Taxes paid by Landlord during the Tax Base Year, then Tenant shall pay to Landlord, without setoff or deductions of any kind, as Additional Rent, an amount equal to Tenant's Proportionate Share of such increase. Payment of such increase shall be made in the installments provided by the taxing authority within 30 days after Tenant receives from Landlord notice of such tax increase and a bill for Tenant's Proportionate Share thereof, together with a copy of the applicable bill received by Landlord from the taxing authority. **"Real Estate Taxes"** shall mean all taxes, assessments and governmental charges, whether Federal, State or municipal, which are levied or charged against real estate, personal property or rents, or on the right or privilege of leasing real estate or collecting rents thereon and any other taxes and assessments attributable to the Property or its operation, excluding, however, Federal, State or other general income taxes not limited to real property. If Landlord shall be required under a mortgage or other creditor arrangement to make real estate tax deposits monthly or otherwise, Tenant shall make the same installment payments to Landlord of its share of same. If Landlord receives a refund of any portion of Real Estate Taxes that were included in the Real Estate Taxes paid by Tenant, then Landlord shall reimburse Tenant its pro rata share of the net refunded taxes, less any expenses that Landlord reasonably incurred to obtain the refund. If, as a result of any application or proceeding brought by or on behalf of Landlord for review of the assessed valuation of the Property for the Tax Base Year, there shall be a decrease in the Real Estate Taxes payable by Landlord for such year, the reduced amount shall be used for future calculations under this Section and the additional rent theretofore paid or payable hereunder for all years subsequent to the Tax Base Year shall be recomputed on the basis of such reduction, and Tenant shall pay to Landlord as additional rent, within ten (10) days after being billed therefor, any

deficiency between the amount of such additional rent as theretofore computed and the amount thereof due as the result of such recomputations.

# REPAIRS AND ALTERATIONS

* 1. Except as provided in (b) below, the roof, exterior walls (excluding windows) and foundation of the Building and all parts of the heating, plumbing, electrical and air conditioning systems in the Building shall be maintained and repaired by Landlord at its expense, except if necessitated by the excess use (i.e., greater than normal office use) by, or the negligence or willful act of Tenant or any of Tenant's Representative, in which event Tenant shall promptly reimburse Landlord for the costs incurred in effecting such repair or replacement as necessary. The fact that any such repairs are Landlord's responsibility does not preclude the cost of same being included as Operating Expenses.
  2. Tenant, at its expense, shall repair, maintain in good order and condition and replace, if necessary, the interior of the Demised Premises and shall keep the Demised Premises clean and orderly in accordance with Landlord's standards for the Building.
  3. Tenant hereby covenants and agrees that Tenant will, at Tenant's own cost and expense, and in a good and workmanlike manner, make and complete all such alterations, decorations and improvements as are needed or desirable to create and/or maintain a high quality establishment (the "Tenant's Initial Work") in and to the Demised Premises. All work and installations including, but not limited to Tenant’s Initial Work shall be subject to Landlord's prior written approval, shall be performed in such a manner so as not to disturb other occupants in the Building, and shall be in accordance with: (i) the provisions of this Lease including, without limitation, this Article 8; (ii) plans and specifications approved by Landlord; (iii) all governmental laws, regulations and requirements; and (iv) any procedures, rules and/or regulations set forth by Landlord (including, but not limited, hours and manner of construction). Notwithstanding anything to the contrary contained herein, Landlord agrees to, at Landlord’s sole cost and expense and in a Building standard manner using Building standard materials perform the work listed on Exhibit B annexed hereto (“Landlord’s Work”). Landlord's Work shall be performed one time only during the term of this Lease.
  4. Prior to Tenant commencing any work respecting any alteration or improvement at the Demised Premises, Tenant shall satisfy each and every condition set forth below.

1. Tenant shall, at its sole cost and expense, supply Landlord with professionally prepared plans and specifications for Landlord's approval. Tenant shall pay to Landlord the costs and expenses of an engineer and architect engaged by Landlord to review any such plans and specifications.
2. In addition to the insurance requirements contained in Article 11, Tenant shall provide insurance coverage in amounts reasonably satisfactory to Landlord which shall protect Landlord's interest during the course of construction and, in addition thereto, Tenant shall provide Landlord with a Certificate of Insurance reflecting such coverage, and the naming of Landlord and its managing agent as additional insureds. In addition to the insurance to be maintained by Tenant required hereunder, Tenant shall cause all contractors and subcontractors engaged in such alterations and improvements to maintain (i) workers' compensation and New York State Disability Insurance as required by law, and, (ii) liability insurance in amounts reasonably satisfactory to Landlord.
   1. (1) Notice is hereby given that the Landlord shall not under any circumstances, be liable to pay for any work, labor or services rendered or materials furnished to or for the account of the Tenant upon or in connection with the Demised Premises, and that no mechanic's or other liens for work, labor or services rendered or materials furnished to or for the account of the Tenant shall, under any circumstances, attach to or affect the reversionary or other estate or interest of the Landlord in or to the Demised Premises or in and to any alterations, repairs or improvements to be erected or made thereon, including, but not limited to Tenant’s Initial Work.
3. The Tenant shall not suffer nor permit, during the term hereby granted, any mechanic's or other liens for work, labor, services or materials rendered or furnished to or for the account of the Tenant upon or in connection with the Demised Premises or to be erected upon the same or any portion thereof. Nevertheless, Tenant shall hold the Landlord and the Demised Premises harmless from all liens or charges, of whatever nature or description, arising from, or in consequence of, any alterations or improvements that the Tenant shall make, or cause to be made, upon the Demised Premises, including, but not limited to Tenant’s Initial Work.
4. If a notice of mechanic's lien be filed against the Demised Premises for labor or materials alleged to have been furnished, or to be furnished at the Demised Premises to or for the Tenant or to or for someone claiming under the Tenant, and if the Tenant shall fail to take such action as shall cause such lien to be discharged within fifteen (15) days after notice thereof to Tenant, the Landlord after notice to Tenant may pay the amount of such lien or discharge it by deposit or by bonding proceeding, and in the event of such deposit or bonding proceedings, the Landlord may require the lienor to prosecute an appropriate action to enforce the lienor's claim. In such case, the Landlord may pay any judgment recovered on such claim. Any amount paid or expense incurred or sum of money paid by the Landlord by reason of the failure of the Tenant to comply with any provision of this Lease, or in defending any such action, shall be deemed to be additional rent for the Demised Premises, and shall be due and payable by the Tenant to the Landlord on the first day of the next following month or at the option of the Landlord, on the first day of any succeeding month. The receipt by the Landlord of any installment of the regular stipulated rent shall not be waiver of any other additional rent then due.

# PARKING.

Tenant shall have the non-exclusive right to use parking spaces specified on a first come first served basis. Landlord shall have the right, at any time and from time to time during the Term, to designate or redesignate the parking spaces to be used by Tenant, in which event Tenant shall limit its employee and invitee parking to its assigned spaces and will post markings designating its spaces. Landlord shall have no liability to Tenant if others park in Tenant's assigned spaces.

# UTILITIES AND SERVICES.

* 1. HVAC. Mondays through Fridays (except the days observed by the Federal or the New York state governments as legal holidays) from 8:00 a.m. to 6:00 p.m., and Saturdays (except the days observed by the Federal or the New York state governments as legal holidays) from 8:00 a.m. to 1:00 p.m., Landlord shall furnish and distribute heat to the Demised Premises reasonable air conditioning on business days from May 15th to September 30th. If Tenant shall require air conditioning or heat at any other time, Tenant shall notify Landlord, in writing, at least forty-eight (48) hours in advance, and Tenant shall pay Landlord's charges therefor on Landlord's demand.
  2. If the electrical utility providing service to the Building in which the Demised Premises are located raises its rates during the term of this Lease, the monthly charge payable by Tenant shall be increased by an amount equal to the percentage of such increase. In the event that the Landlord is notified of a utility rate increase Landlord shall so notify Tenant in writing and Tenant shall have the right to verify to its satisfaction that a rate increase has occurred.
  3. WATER. Landlord shall supply reasonably adequate quantities of hot and cold water to the Demised Premises for ordinary lavatory, if any lavatory exists in the Demised Premises.
  4. ELECTRICITY. Tenant’s monthly charge for electricity consumed in the Premises shall be included in each installment on monthly Base Rent paid by Tenant to Landlord.
  5. CLEANING. Landlord, at its expense, shall provide reasonable cleaning of the Tenant's offices and building premises (but excluding any portions of the demised premises used for the storage, preparation, service or consumption of food or beverages). Tenant shall pay to Landlord on demand Landlord's reasonable charges for any special or unusual cleaning work in the demised premises, including without limitation, the cleaning of private baths, interior glass, pantries, kitchens, lounge areas, paneled and fabric walls, and wood floors.
  6. SECURITY. In no event shall Landlord be required to provide any security services to the Building. Tenant shall supply such security services to the Demised Premises as Tenant requires, subject to Landlord's prior approval of plans. If Landlord shall, at its discretion, supply any security services to the Building, same

shall not guarantee the safety of Tenant's employees, invitees or property.

* 1. INTERRUPTION OF SERVICES. Landlord does not warrant that any of the services referred to above, or any other services which Landlord may supply, will be free from interruption, and Tenant acknowledges that any one (1) or more such services may be suspended by reason of accident, repairs, inspections, alterations or improvements necessary to be made, or by Unavoidable Delay (as hereinafter defined). Any such interruption or discontinuance of service shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, or any part thereof, nor render Landlord liable to Tenant for damages by abatement of the Rent or otherwise, nor relieve Tenant from performance of Tenant's obligations under this Lease. Landlord shall, however, exercise reasonable diligence to restore any service so interrupted.

# INSURANCE.

* 1. Tenant shall, at its expense, secure and maintain general liability insurance written on a so-called "comprehensive" general liability form with combined single limit coverage (for personal injury, property damage or death arising out of any one (1) occurrence) of at least $1,000,000, with no deductible, naming Landlord and Landlord's designees as additional insureds under the policy. Tenant shall, at its expense, secure and maintain excess liability insurance written on a umbrella form with combined and single limit coverage (for personal injury, property damage or death arising out of any one (1) occurrence) of at least $4,000,000, with no deductible, naming Landlord and Landlord's designees as additional insureds under the policy. Tenant shall deliver to Landlord duplicate certificates of such insurance prior to taking occupancy of the Demised Premises and shall deliver new certificates at least 10 days prior to the expiration of the existing coverage. Such certificates shall provide that in the event of termination or material change in coverage, Landlord shall he given 30 days' advance notice in writing sent by certified mail to the address of Landlord. Such insurance shall insure Tenant's contractual liability hereunder and shall contain a waiver of the insurer's right of subrogation against Landlord. Said coverage limit shall be increased if, in Landlord's reasonable judgment, increased limits are required to protect Landlord and Tenant against claims covered thereby. If Tenant shall voluntarily carry any liability insurance in an amount greater than required hereunder, such insurance shall comply with the requirements of this Section.
  2. Tenant shall maintain all-risk casualty insurance covering Tenant's furniture, fixtures, equipment and other personality within the Premises, with replacement value coverage.
  3. Landlord and Tenant hereby waive all rights to recover against each other for any loss or damage covered by any casualty insurance required under this Lease, or otherwise actually carried by each of them. Landlord and Tenant will diligently attempt to cause their respective insurers to issue appropriate waiver of subrogation endorsements to all policies and insurance carried in connection with the Demised

Premises or the contents of either of them. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant shall look first to the proceeds of their respective insurance policies before proceeding against each other in connection with any claim relating to any matter covered by this Lease.

# SUBORDINATION.

* 1. This Lease is and shall be subject and subordinate to (i) any and all mortgages now or hereafter affecting the fee title of the Building, and to any and all present and future extensions, modifications, renewals, replacements and amendments thereof; and (ii) any and all ground leases now or hereafter affecting the Building or any part thereof and to any and all extensions, modifications, renewals, replacements and amendments thereof. Tenant will execute and deliver promptly to Landlord any reasonable certificate or instrument which Landlord, from time to time, may request for confirmation of the provisions of this Section.
  2. Neither the foreclosure of a superior mortgage nor the termination of a superior ground lease, nor the institution of any suit, action, summary or other proceedings by Landlord or any successor landlord under such ground lease or by the holder of any such mortgage, shall, by operation of law, result in the cancellation or termination of the obligations of Tenant hereunder, and Tenant agrees to attorn to and recognize Landlord and any successor landlord under such ground lease or the holder of any such mortgage, or the purchaser of the Building in foreclosure or any subsequent owner of the fee, as the case may be, as Tenant's landlord hereunder in the event that any of them shall succeed to Landlord's interest in the Premises.

# DESTRUCTION, FIRE OR OTHER CAUSES.

* 1. If the Building shall be partially damaged by fire or other casualty so that the damage can reasonably be repaired by Landlord within 180 days from the date of the damage (90 days in the case of damage within the last year of the Term), then the damage shall be diligently repaired by and at the expense of Landlord (to the extent of net insurance proceeds received by Landlord for restoration), subject to applicable Legal Requirements and Insurance Requirements, and the Rent until such repairs shall be made shall be apportioned according to the part of the Demised Premises which is tenantable.
  2. If the Building is destroyed or rendered wholly untenantable by fire or other cause, or if the Building shall be so damaged that it cannot reasonably be repaired by Landlord within 180 days (90 days in the case of damage within the last year of the Term) from the date of the damage, or if Landlord shall elect not to restore the same but to demolish it or rebuild it, then in any of such events Landlord may, within 60 days after such casualty, give Tenant a notice in writing of intention to terminate this Lease, and thereupon the Term shall expire, effective the date of the casualty, and Tenant shall vacate the Demised Premises and surrender the same to Landlord within ten (10) days after receipt of Landlord's notice. If Landlord does not

elect to terminate this Lease, the provisions of subsection (a) shall govern.

* 1. Landlord shall not be liable for any damage to, or be required (under any provision of this Lease or otherwise) to repair, restore or replace, any property in the Demised Premises or be liable to Tenant for damage arising from rain or snow or from the bursting, overflowing or leakage of water, steam or gas pipes or defect in the plumbing, HVAC, mechanical or electrical systems of the Building or from any act or neglect of any other tenant or occupant in the Building.

# EMINENT DOMAIN.

* 1. If the whole or any substantial part of the Land and/or the Building shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, or if Landlord elects not to restore the Building but to demolish or rebuild it, then and in that event, the Term shall cease and terminate from the date of taking, and Rent shall be adjusted and paid to the date of such termination.
  2. In the event of any other condemnation of a part of the Building, this Lease shall remain in effect, but the Rent shall be prorated based on that portion of the Demised Premises which remains tenantable, and Landlord shall diligently repair the damage to the Building (to the extent of net condemnation proceeds received by Landlord for restoration), subject to applicable Legal Requirements and Insurance Requirements.
  3. In any event Tenant shall have no claim against Landlord or the condemning authority for the value of the unexpired Term or to any part of the award in such proceeding; provided however that Tenant may assert a claim against the condemning authority for any of its personal property so taken and for its moving expenses.

# ASSIGNMENT AND SUBLEASING, MORTGAGE, ETC.

* 1. Neither Tenant nor any party claiming under or through Tenant shall assign, mortgage or encumber this Lease, or sublease all or any part of the demised premises, or suffer or permit the demised premises or any part thereof to be subleased to or used by others, without the prior written consent of Landlord in each instance. If this Lease be assigned, or if the Demised Premises or any part thereof be sublet to or occupied by anybody other than Tenant, Landlord may, at Landlord's option, collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the Rent herein reserved (and any sublease shall confirm such option by Landlord), but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupants, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Landlord to an assignment or subletting shall not be construed to relieve Tenant from obtaining the

express consent in writing of Landlord to any further assignment or subletting.

* 1. If Tenant desires to assign this Lease or to sublease all or a portion of the demised premises, Tenant shall first give notice to Landlord of the proposed transaction and the term thereof, and Landlord shall have the right, by notice to Tenant within 30 days after receipt of Tenant's notice, to terminate this Lease.
  2. If Landlord elects not to so terminate this Lease, then Landlord shall not unreasonably withhold its consent to the proposed subletting or assignment, provided that: (i) Tenant shall not be in default under this Lease at the time of the request for such consent and on the effective date of the assignment or sublease; (ii) the proposed assignee or subtenant shall be of a character and be engaged in a business reasonably acceptable to Landlord, and use the Demised Premises solely for the same business purpose and use as set forth in this Lease; (iii) Tenant shall reimburse Landlord on demand for any costs, including attorneys' fees and disbursements, that may be incurred by Landlord in connection with said assignment or sublease; (iv) the required security deposit pursuant to Article 23 of this Lease shall increase by an amount equal to three

1. months of the then current Rent; (v) there shall be no more than two (2) occupants of the demised premises (including Tenant); (vi) each sublease shall provide that it is subject and subordinate to this Lease and to the matters to which this Lease is or shall be subordinate; (vii) the subletting shall end no later than one (1) day before the expiration date of this Lease; and (viii) Tenant shall pay to Landlord as Additional Rent, within ten (10) days after receipt of payments from a subtenant or assignee, 75% of any "profit" on a subletting or assignment, i.e., the excess of consideration of any type received by Tenant from the subtenant or assignee, over (in the case of a sublease only) a pro rata portion of the Rent payable by Tenant hereunder, reduced by Tenant's reasonable third-party brokerage fees and attorneys' fees for the transaction.

# FEES AND EXPENSES.

If Tenant shall default in the observance or performance of any term or covenant of this Lease, Landlord may, after ten (10) days' notice to Tenant to cure the default and failure of Tenant to cure the same within such period, or at any time thereafter without notice in event of emergency, perform the same for the account of Tenant. If Landlord makes any expenditures or incurs any obligations in connection with a default by Tenant, including, but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding against Tenant, such sums paid or obligations incurred, with interest (as provided below) and costs, shall be deemed to be Additional Rent hereunder and shall be paid by Tenant to Landlord within ten (10) days of rendition of any bill or statement to Tenant hereunder.

# NO REPRESENTATIONS BY LANDLORD; INDEMNITY.

* 1. Landlord and Landlord's agents have made no representations or promises with respect to the Building or the Premises, including the uses permitted under applicable law, except for representations herein expressly set forth.
  2. Except as otherwise herein specified, neither Landlord, nor any employee, agent or contractor of Landlord, shall be liable to Tenant or any of Tenant's Representatives (i) for any damage to or loss of any property of Tenant or such other person, irrespective of the cause of such damage or loss; or (ii) for any personal injury to Tenant or such other person from any cause.
  3. Subject to subsection 11(c) herein, Tenant shall defend, indemnify and hold harmless Landlord, its employees, agents and contractors against and from all liabilities, including reasonable attorneys' fees, which may be imposed upon or incurred by or asserted against Landlord or such other persons by reason of any of the following occurring during the Term or prior thereto when Tenant has been given access to the Premises: (i) any work or thing done in the Demised Premises by or at the request of Tenant or any of Tenant's Representatives; (ii) any negligence or wrongful act or omission of Tenant or any of Tenant's Representatives; (iii) any accident, injury, loss or damage to any person or property occurring in the Premises; and (iv) any failure on the part of Tenant or any of Tenant's Representatives to comply with any of the terms of this Lease.

# QUIET ENJOYMENT; HOLDING OVER.

* 1. Upon Tenant paying the Rent and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Demised Premises hereby demised, free from any interference, molestation or acts of Landlord or of anyone claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease and to any ground lease and mortgages as hereinbefore provided.
  2. If Tenant retains possession of the Demised Premises or any part thereof after the Expiration Date or earlier termination date without the written consent of Landlord, Tenant's occupancy shall be under all of the terms and conditions of this Lease, except that (i) the tenancy shall be at will, terminable by either party on ten

(10) days' written notice; (ii) the Base Rent per month shall be the greater of (x) 200% of the then monthly fair market fixed rent for the Premises, and (y) 200% of the Base Rent specified herein for the month preceding the termination; and (iii) Tenant shall indemnify and hold Landlord harmless for all damages sustained and liabilities incurred by Landlord as a result of Tenant's continued occupancy. Anything in this Lease to the contrary notwithstanding, if Tenant shall retain possession of part or all of the Demised Premises after the Expiration Date or earlier termination date hereof, extension or renewal rights, first offer and first refusal rights, and expansion rights, if any, herein shall terminate.

# DEFAULT.

* 1. (i) If Tenant defaults in fulfilling any of the covenants of this Lease other than the covenants for the payment of Rent; or (ii) if any execution or attachment shall be issued against Tenant or any of Tenant's property whereupon the demised premises shall be taken or occupied by someone other than Tenant; or (iii) if Tenant shall have failed, after five (5) days written notice, to redeposit with Landlord any portion of the security deposited hereunder which Landlord has applied to the payment of any Rent due and payable hereunder; then in any one or more of such events, upon Landlord serving a written fifteen (15) days notice upon Tenant specifying the nature of said default, and upon the expiration of said fifteen (15) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of a nature that the same cannot be completely cured or remedied within said fifteen (15) day period, and if Tenant shall not have diligently commenced during such default within such fifteen (15) day period, and shall not thereafter with reasonable diligence and in good faith, proceed to remedy or cure such default, then Landlord may serve a written five (5) days notice of cancellation of this Lease upon Tenant, and upon the expiration of said five (5) days this Lease and the Term shall end and expire as fully and completely as if the expiration of such five (5) day period were the day herein definitely fixed for the end and expiration of this Lease and the Term, and Tenant shall then quit and surrender the demised premises to Landlord, but Tenant shall remain liable as hereinafter provided.
  2. If the notice provided for in subsection (a) above shall have been given, and the Term shall expire as aforesaid; or if Tenant shall be in default in the payment of Rent, or in making any other payment herein required; then, and in any of such events, Landlord may without notice, re-enter the demised premises either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of the demised premises, and remove their effects and hold the demised premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. If Tenant shall make default hereunder prior to the date fixed as the commencement of any renewal or extension of this lease, Landlord may cancel and terminate such renewal or extension agreement by written notice.

# REMEDIES OF LANDLORD.

In case of any such default, re-entry, expiration and/or dispossess by summary proceedings or otherwise: (a) the Rent shall become due thereupon and be paid up to the time of such re-entry, dispossess and/or expiration, together with such expenses as Landlord may incur for counsel fees, brokerage and/or putting the Demised Premises in good order, or for preparing the same for re-rental; (b) Landlord may re-let the

Demised Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms, which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the Term, and may grant concessions of free rent; and/or (c) Tenant or the legal representatives of Tenant shall also pay Landlord any deficiency between (i) the Rent hereby reserved and/or covenanted to be paid, and (ii) the net amount, if any, of the rents collected on account of the lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the Term. There shall be added to such deficiency such expenses as Landlord may incur in connection with re-letting the demised premises, including without limitation, counsel fees, brokerage commissions, advertising expenses and expenses incurred in maintaining the demised premises in good order and in connection with renovating and preparing the same for re- letting. Any such rent deficiency shall be paid in monthly installments by Tenant on the rent day specified in this Lease, and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month or months by a similar proceeding. In addition, Landlord shall have the alternative of commencing suit against Tenant at any time for an amount equal to the Rent reserved for the balance of the Term less the fair market rent of the demised premises for the same period. Landlord, at its option, may make such alterations, repairs, replacements and/or decorations in the demised premises as Landlord considers advisable for the purpose of re- letting the demised premises; and the making of such alterations and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. The failure of Landlord to re-let the Demised Premises or any part thereof shall not release or affect Tenant's liability for continued Rent or damages hereunder nor shall Landlord in any event be liable in any way whatsoever for failure to re-let the demised premises. In the event of a breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity, as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws.

# RIGHT TO EXHIBIT DEMISED PREMISES AND ACCESS TO PREMISES.

* 1. Landlord reserves the right to enter the Demised Premises and exhibit same at any reasonable time (i) to prospective mortgagees, purchasers and ground lessees and (ii) to prospective tenants at any time within 180 days prior to the expiration of the Term
  2. Subject to reasonable security requirements, Tenant shall have access to the Building 24 hours per day, seven (7) days per week. A keypad or similar security access system will be provided.
  3. Landlord reserves the right to have its employees and agents enter the Demised Premises at any reasonable time (and at any time in case of emergency) in order to gain access to any utility area, which utility area contains equipment and systems for the Building, and in order to effect necessary repairs and replacements. Such agents may bring necessary tools and equipment with them and may store same within the Premises.
  4. Landlord shall exercise all access rights to the Demised Premises available under this Lease, in each instance, upon reasonable advance notice to Tenant, in a manner consistent with Tenant's reasonable security requirements and in a manner which does not unreasonably interfere with Tenant's business operations, except in any event in cases of emergency.

# BROKERAGE.

Tenant represents that it has not had or dealt with any realtor, broker or agent in connection with the negotiation of this Lease and Tenant shall pay and hold Landlord harmless from any cost. expense or liability (including costs of suit and attorneys' fees) for any compensation, commission or charges claimed by any realtor, broker or agent with respect to this Lease and the negotiation thereof.

# SECURITY DEPOSIT.

The parties agree that: Landlord shall have and maintain {{tenant\_security\_deposit\_words}}({{tenant\_security\_deposit\_formatted}}) as the security deposit (the **"Security Deposit")** hereunder as security for the performance by Tenant of the provisions of this Lease subject to increase as provided in this Section. The amount of the Security shall be increased each time the monthly payments of Fixed Rent increase so that Landlord shall at all times have and maintain {{tenant\_security\_deposit\_words}}({{ tenant\_security\_deposit\_formatted }}) full months of Fixed Rent as security, subject to further increase as provided in this Lease. If Tenant defaults with respect to any provision of this Lease, including payment of the Rent, Landlord may use, apply, draw upon or retain all or any part of the Security Deposit to the extent necessary for the payment of any Rent, or to compensate Landlord for any other loss, cost or damage which Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used, applied, or drawn upon, Tenant shall, within ten (10) days after notice thereof, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Tenant's failure to do so shall be a breach of this Lease. Landlord shall not, unless otherwise required by law, be required to keep the Security Deposit separate from its general funds, nor pay interest to Tenant. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant (or to the last transferee of Tenant's interest hereunder) within 30 days after the expiration of the Term (or sooner termination of this Lease) and upon Tenant's vacation of the Demised Premises in accordance with this Lease. If the Building is sold, the Security Deposit shall be transferred to the new owner, and thereupon Landlord shall be discharged from further liability with respect thereto.

# LEASE STATUS AND NOTICE.

* 1. From time to time, within ten (10) days after notice from Landlord, Tenant shall execute. acknowledge and deliver to Landlord and/or to any other entity specified by Landlord, a certification concerning the status of this Lease and Tenant's occupancy of the Premises, including without limitation that this Lease is unmodified in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates to which the Rent has been paid, and stating whether or not there exists any default by Landlord under this Lease, and, if so, specifying each such default. Any notice, demand, consent, approval, direction, agreement or other communication required or permitted hereunder or under any other documents in connection herewith shall be in writing and shall be directed as follows: If to Landlord:

111 North Central LLC

c/o Beach Lane Management

111 North Central Park Avenue, Suite 400 Hartsdale, NY 10530

If to Tenant:

{{ tenant\_entity }} {{ tenant\_mailing\_address }}

or to such changed address as a party hereto shall designate to the other parties hereto from time to time in writing. Notices shall be (i) personally delivered (including delivery by Federal Express, United Parcel Service or other comparable nation-wide overnight courier service) to the offices set forth above, in which case they shall be deemed delivered on the date of delivery (or first business day thereafter if delivered other than on a business day or after 5:00 p.m. New York City time to said offices): or

(ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or delayed by the addressee in which event they shall be deemed delivered on the third day after the date of deposit in the U.S. Mail.

# ASSIGNS.

* 1. The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors and, except as otherwise provided in this Lease, their assigns.
  2. The word Landlord as used in this Lease means only the owner for the time being of Landlord's interest in this Lease. In the event of any assignment of Landlord's interest in this I ease, the assignor in each case shall no longer be liable for

the performance or observance of any agreements or conditions on the part of the Landlord to be performed or observed.

1. **SURRENDER OF PREMISES.**

At the expiration of the Term, Tenant will peacefully yield up to Landlord the Premises, broom clean, in as good order and repair as when delivered to Tenant, damage by fire, casualty and ordinary wear and tear excepted. Any property left by Tenant in the Demised Premises shall be deemed abandoned by Tenant.

# MISCELLANEOUS.

* 1. Each covenant and agreement in this Lease shall be construed to be a separate and independent covenant and agreement, and the breach of any such covenant or agreement by Landlord shall not discharge or relieve Tenant from Tenant's obligations to perform every covenant and agreement of this Lease to be performed by Tenant. If any term or provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby. The use of the term "herein" shall mean "in this Lease" unless the context clearly indicates otherwise.
  2. This Lease shall be governed in all respects by the laws of the State of New York.
  3. Any provision of this Lease which requires Landlord not to unreasonably withhold its consent shall never be the basis for an award of damages or give rise to a right of setoff or termination to Tenant, but may be the basis for a declaratory judgment or specific injunction with respect to the matter in question.
  4. Tenant shall look solely to the estate and interest of Landlord, its successors and assigns, in the Property for the collection of a judgment in the event of a default by Landlord hereunder, and no other property or assets of Landlord or any officer, director or partner of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies.
  5. The failure of Landlord to insist in any one (1) or more instances upon the strict performance of any one (1) or more of the agreements, terms, covenants, conditions or obligations of this Lease, or to exercise any right, remedy or election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one (1) or more obligations of this Lease or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission, whether of a similar nature or otherwise.
  6. Obligations under this Lease which accrue during the Term shall survive

the Expiration Date or sooner termination of the Term, as same may be extended hereunder.

* 1. The Building may be designated and known by any name Landlord may choose, and such name or designation may be changed from time to time in Landlord's sole discretion.

# RELOCATION:

# At any time during the Term, Landlord, upon not less than three (3) months prior written notice to Tenant, shall have the right to relocate the Demised Premises to an alternate space within the Building (“Substitute Space”), provided that such Substitute Space shall be substantially equivalent in area to the Demised Premises. Any such relocation shall be deemed to be effective as of the date set forth in said notice (the "Effective Date").

# At Landlord’s option, Landlord, at its expense shall either furnish all necessary moving and other labor to move Tenant’s equipment and personal property to the Substitute Space or reimburse Tenant for its actual moving costs to the Substitute Space to the extent such costs are reasonable.

# Automatically on the Effective Date, this Lease (1) shall no longer apply to the within Demised Premises, except with respect to obligations which accrued on or prior to the Effective Date; and (2) shall apply to the Substitute Space as if said Substitute Space had been the original Demised Premises under this Lease.

Tenant agrees to quit and surrender vacant full possession of the within Demised Premises to Landlord on the Effective Date free and clear of any leases, tenancies and rights of occupancy in anyone claiming through Tenant. In the event Tenant shall fail or refuse to surrender such vacant full possession of the within Demised Premises to Landlord on or before the Effective Date, for any reason, then and in such event Tenant shall pay to Landlord for each day or fraction thereof that Tenant shall fail to surrender such vacant full possession of the within Demised Premises to Landlord (in addition to all Minimum Rent and Additional Rent provided to be paid under this Lease which is applicable from and after the Effective Date to the Substitute Space) the sum of Three Thousand ($3,000.00) Dollars per day or any portion thereof. The aforesaid obligations shall survive the expiration or sooner termination of the term of this Lease and shall be without prejudice to Landlord's instituting summary or such other proceedings as Landlord may desire in order to obtain as promptly as possible vacant full possession of the within Demised Premises.

# ENTIRE AGREEMENT.

This is the entire agreement between the parties on the subject matter hereof. No

prior oral or written agreements are a part hereof.

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

**111 NORTH CENTRAL LLC LANDLORD:**

By: Name:

Title:

By: Name: {{ tenant\_entity }}

Title:

**E X H I B I T A**

Operating Expenses

1. The term "Operating Expenses" shall mean actual expenses paid or incurred by Landlord for the operation, repair (as used herein, including replacement of equipment and materials when necessary) and maintenance of the Property, including the parking areas, which include without limitation the following:
   1. Reasonable wages, salaries and benefits of all necessary building employees engaged in the physical operation, cleaning, security, repair and maintenance of the Property, including Employer's Social Security Taxes and any other taxes which may be levied on such wages and salaries, and including a managing agent's fee in an amount reasonable in the City.
   2. All supplies and materials used in the operation, cleaning, security, repair and maintenance of the Property, and the fees paid to independent contractors for such services.
   3. The cost of supplying water, power, heating, lighting, ventilating, air-conditioning and other utilities to the Building.
   4. The current year's amortized amount of any capital expenses incurred with respect to the Property, amortized over the minimum period allowed for federal income tax purposes, together with interest at the rate of 10% per annum.
   5. The cost of all maintenance and service agreements, including common area maintenance and upkeep.
   6. Insurance premiums.
   7. The cost of general operation, repair, cleaning and maintenance of the Property (including garbage and refuse removal), exclusive of expenses for alterations of Demised Premises for the accommodation of a specific tenant or tenants as provided in section B below.
2. The foregoing costs and expenses shall exclude or have deducted from them, any and all of the following items:
   1. leasing, financing and/or sales commissions;
   2. executives' salaries above the grade of building manager;
   3. advertising and promotional expenditures;
   4. legal and accounting fees, other than legal and accounting fees reasonably incurred in connection with the maintenance and operation of the Property or in connection with the preparation of statements required pursuant to additional rent or lease escalation provisions;
   5. costs incurred in performing work or furnishing services for individual tenants (including this Tenant) to the extent that such work or service is in excess of any work or service Landlord at its expense is generally furnishing to tenants;
   6. debt service and financing costs on any mortgage affecting the Property;
   7. the cost of leasehold improvements made to spaces leased to other tenants in the Building;
   8. the cost of repairs and/or restoration necessitated by condemnation or casualty;
   9. any cost for which Landlord is reimbursed in full by insurance, other tenants of the Building, or otherwise fully compensated; and
   10. rent under any ground lease.

**EXHIBIT B**

**LANDLORD’S WORK**

{{ landlord\_work }}