**WILLIAM GROSS**
**3 Old Hamlet Drive**
**Jericho, New York 11753**

September 25, 2013

**Via Federal Express**

Beverly Kolenberg
Assistant Regional Counsel
Office of Regional Counsel
United States Environmental Protection Agency
290 Broadway, 17th Floor
New York, New York 10007-1866

**COMPANY CONFIDENTIAL**

**Re: Response to EPA Request for Information regarding the New Cassel/Hicksville Ground Water Contamination Superfund Site in the Towns of Hempstead, North Hempstead and Oyster Bay in Nassau County, New York**
**125 State Street, Westbury, New York 11590**

Dear Ms. Kolenberg:

The response below is provided on behalf of C & O Realty Co. ("C & O Realty") and William Gross (collectively, the "Respondents"), in response to the letters dated July 31, 2013, received by C & O Realty and William Gross, from Nicoletta Diforte, Senior Enforcement Policy Advisor, Emergency and Remedial Response Division. The time for this response was extended to September 27, 2013, pursuant to a request made by our attorneys, Nixon Peabody LLP, and approved by you.

The information provided below follows each question to which it is responsive. In certain instances, Respondents have asserted objections to the questions, but, subject to such objections and without waiving the right to assert them in the future, responses have been provided. C & O Realty hereby asserts that the information provided herein is "Company Confidential," pursuant to Sections 104(e)(7)(E) and (F) of CERCLA, 42 U.S.C. Sections 9604(e)(7)(E) and (F); Section 3007(b) of RCRA, 42 U.S.C. Section 9627(b); and 40 C.F.R. Section 2.203(b).

Respondents have made diligent efforts to provide complete responses below. Nevertheless, Respondents reserve the right to supplement these responses in the event that additional responsive documents and information are hereafter identified and/or located.

## RESPONSE TO REQUEST FOR INFORMATION

1. a. State the correct legal name and mailing address of your Company.

**RESPONSE:**

C & O Realty Co.
c/o William Gross
3 Old Hamlet Drive
Jericho, New York 11753

b. State the name(s) and address(es) of the President, Chief Executive Officer and the Chairman of the Board (or other presiding officer) of the Company.

**RESPONSE:**

C & O Realty was a partnership that Respondents believe was dissolved in or about 1997. It had no President, Chief Executive Officer, Chairman of the Board or presiding officers, but was instead managed by two partners:

William Gross
3 Old Hamlet Drive
Jericho, New York 11753

Joseph Albert
23367 Mirabella Circle South
Boca Raton, Florida 33433

c. Identify the state and date of incorporation of the Company and the Company's agents for service of process in the state of incorporation, and in New York State.

**RESPONSE:**

C & O Realty was formed in or about December 28, 1985. A copy of the Business Certificate for Partners is annexed hereto at **Exhibit "A"**. Respondents believe that C & O Realty was dissolved in or about 1997. Respondents are endeavoring to acquire documentation of C & O Realty's dissolution and will provide it upon receipt. As such, C & O Realty has no agents designated for service of process.

d. If your Company is a subsidiary or affiliate of another corporation or entity, identify each of those other corporations or entities and for each, the President, Chief Executive Officer and Chairman of the Board. Identify the state of incorporation and agents for service of process in the state of incorporation and in New York State for each corporation identified in your response to this question.

**RESPONSE:**

C & O Realty is not and has never been a subsidiary or affiliate of another corporation or entity.

2. Identify the address, Section, Block and Lot numbers, and the size of each property (hereinafter, "Property" or "Properties") that your Company either presently owns and/or formerly owned within the Site from the date your Company, or any related company had an ownership interest. (*See* Definitions section for terms.)

**RESPONSE:**

Respondent C & O Realty formerly owned the Property located at:

125 State Street
Westbury, New York 11590

Section number 11, Block number 181, Lot number 84

The size of the Property is 29,250 square feet.

3. For each Property identified in response to question 2. in which your Company has and/or had an ownership interest currently or in the past, please identify:

a. The date your Company acquired an ownership interest. An ownership interest includes, but is not limited to, fee owner, lessor or lessee, licensee and/or operator;

**RESPONSE:**

C & O Realty acquired its ownership interest on February 14, 1986.

b. The name and address of all other current and/or previous owners;

**RESPONSE:**

C & O Realty acquired the Property from JVC Holdings, Co., Inc. on February 14, 1986. After a diligent and exhaustive search of their records, Respondents believe that the last known address for JVC Holdings Co., Inc. is:

125 State Street
Westbury, New York 11590

C & O Realty transferred the Property to 125 State Realty Corp.[1] on or about March 31, 1997. The last known address for 125 State Realty Corp. is:

50 Urban Avenue
Westbury, New York 11590

125 State Realty Corp. transferred the Property to Old Country Realty Corp. on or about January 30, 2004. After a diligent and exhaustive search of their records, Respondents believe that the last known address for Old Country Realty Corp. is:

125 State Street
Westbury, New York 11590

Respondents have undertaken a diligent and exhaustive search of their records, but are unaware of whether Old Country Realty Corp. currently retains ownership of the Property.

c. All individuals or entities that have leased, subleased or otherwise operated at each property at any time currently or in the past, and identify the dates (month and year) that each such individual or entity began and ended its leasehold interest or its operations;

**RESPONSE:**

Tishcon Corp.
29 New York Avenue
Westbury, New York 11590

Tishcon Corp. leased the Property from February 14, 1986 to February 13, 1996.

Efficiency Systems Co., Inc.
45 Urban Avenue
Westbury, New York 11590

Efficiency Systems Co., Inc. leased the Property from August 15, 1998 to August 14, 2000.

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[1] 125 State Realty Corp. was a New York Domestic Corporation incorporated on or about February 04, 1997. William Gross served as Chief Executive Officer. A copy of the Certificate of Incorporation is annexed hereto at **Exhibit "B"**. 125 State Realty Corp. was dissolved on or about May 25, 2007. A copy of the Certificate of Dissolution is annexed hereto at **Exhibit "C"**.

d. Any portion of any Property which was transferred or sold, and the block and lot number, the date of the transfer or sale, the sale price and the entity that acquired the Property;

**RESPONSE:**

As noted in the response to Question 2b., above, C & O Realty transferred the Property to 125 State Realty Corp. for no consideration.

125 State Realty Corp. transferred the Property to Old Country Realty Corp. on or about January 30, 2004 for a sale price of $1,120,000.00.

Respondents believe that Old Country Realty Corp. no longer retains ownership of the Property.

e. The relationship, if any, between your Company and each of the individuals and/or other entities identified as having leased or operated at each Property;

**RESPONSE:**

C & O Realty objects to this question to the extent that it is unreasonable in scope, overly broad and unduly burdensome; it calls for information not reasonably relevant to the Site or likely to lead to relevant facts; it is not within the scope of the government's CERCLA Section 104(e) authorities as it does not relate to the identification, nature, and quantity of materials which have been or are generated, treated, stored, or disposed of at the Site, the nature or extent of a release or threatened release of a hazardous substance or pollutant or contaminant at the Site, or relate to the ability of a person to pay for or to perform a cleanup of a release or threatened release of hazardous substances, pollutants or contaminants at the Site; and to the extent that the request calls for disclosure of information protected by the attorney-client privilege or as work product.

Notwithstanding these objections, and expressly subject thereto, Respondents state that C & O Realty had no relationship other than that of Landlord and Tenant with Tishcon Corp. and had no relationship other than that of Landlord and Tenant with Efficiency Systems, Co., Inc.

f. Your Company's involvement in all operations conducted by each lessee and/or other individual or entity identified in response to question 3c., above; and

**RESPONSE:**

Subject to the foregoing objections, C & O Realty had no involvement with the operations conducted by, or on behalf of Tishcon Corp. and had no involvement with the operations conducted by, or on behalf of Efficiency Systems, Co., Inc.

g. For each Property, provide all documents relevant to your response to questions 3a. – 3f., above, and provide copies, including but not limited to, copies of surveys, titles search documents, deeds, rent rolls, leases and correspondence.

**RESPONSE:**

Subject to the foregoing objections, copies of relevant documents pertaining to the responses to questions 3a. – 3f., above, found in Respondents' possession, after a diligent and exhaustive search, are annexed hereto at **Exhibit "D"**.

4. Provide copies of all maps, building plans, floor plans, and/or drawings for each Property identified in response to questions 2. above. Your response to this question should include, but not be limited to, providing plumbing and drainage system plans for all structures on each Property.

**RESPONSE:**

Respondents object to this question to the extent that it is unreasonable in scope, overly broad and unduly burdensome; it calls for information not reasonably relevant to the Site or likely to lead to relevant facts; it is not within the scope of the government's CERCLA Section 104(e) authorities as it does not relate to the identification, nature, and quantity of materials which have been or are generated, treated, stored, or disposed of at the Site, the nature or extent of a release or threatened release of a hazardous substance or pollutant or contaminant at the Site, or relate to the ability of a person to pay for or to perform a cleanup of a release or threatened release of hazardous substances, pollutants or contaminants at the Site; and to the extent that the request calls for disclosure of information protected by the attorney-client privilege or as work product.

Notwithstanding these objections, and expressly subject thereto, copies of all maps, building plans, floor plans and/or drawings found in Respondents' possession, after a diligent and exhaustive search, are annexed hereto at **Exhibit "E"**.

For both current (if still in operation) and past operations during the period of time that the Company was at Property, please identify and provide a description of the following:

a. All surface structures and features (*e.g.*, buildings, above-ground storage tanks, paved, unpaved areas and parking lots, and dates when paved areas were paved);

**RESPONSE:**

Subject to the foregoing objections, and after a diligent and exhaustive search of their records, Respondents state that that there was a 17,090 square-foot building situated on the Property, as well as macadam covered grade level outside the lot along both the East and South sides of the Property. Respondents are unaware of the date(s) of construction of either the building or the macadam.

b. All past and present plumbing systems, above and below-ground discharge piping, sumps, storm water drainage systems, sanitary sewer systems, septic tanks, dry wells subsurface disposal fields, and underground storage tanks; and

**RESPONSE:**

Subject to the foregoing objections, and after a diligent and exhaustive search of their records, Respondents are not aware of any plumbing systems, above and below-ground discharge piping, sumps, storm water drainage systems, sanitary sewer systems, septic tanks, dry well subsurface disposal fields, and underground storage tanks, past or present, at, on, or beneath the Property.

c. All currently existing and previously existing chemical and industrial hazardous substance storage, transfer, spill and disposal areas.

**RESPONSE:**

Subject to the foregoing objections, and after a diligent and exhaustive search of their records, Respondents are not aware of any currently or previously existing chemical and industrial substance storage, transfer, spill and disposal areas, at, on, or beneath the Property.

5. For each Property identified in question 2., above, at which your Company conducted operations, describe in detail the manufacturing processes and/or other operations that your Company conducted at the Property, and identify the years during which your Company conducted operations there. If those operations were not constant throughout your Company's operations, describe the nature of all changes in operations, and state the year of each change. If detailed information about your Company's operations is not available, provide, at a minimum, a general description of the nature of your Company's business at the Property, the years of operation, the type of work your Company conducted, and the number of employees for all the operations.

**RESPONSE:**

Respondents object to this question to the extent that it is unreasonable in scope, overly broad and unduly burdensome; it calls for information not reasonably

relevant to the Site or likely to lead to relevant facts; it is not within the scope of the government's CERCLA Section 104(e) authorities as it does not relate to the identification, nature, and quantity of materials which have been or are generated, treated, stored, or disposed of at the Site, the nature or extent of a release or threatened release of a hazardous substance or pollutant or contaminant at the Site, or relate to the ability of a person to pay for or to perform a cleanup of a release or threatened release of hazardous substances, pollutants or contaminants at the Site; and to the extent that the request calls for disclosure of information protected by the attorney-client privilege or as work product.

Notwithstanding these objections, and expressly subject thereto, Respondents state that they never conducted any operations at the Property, and after a diligent and exhaustive search of their records, Respondents have not identified any documents responsive to this question.

6. With respect to industrial wastes at a Property:

a. List all industrial wastes that were used, stored, generated, handled or received by your Company at the Property. Your response to this question should include, but not be limited to, use, storage, generation and/or handling of trichloroethylene ("TCE"), tetrachloroethylene ("PCE"), 1,1,1-trichloroethane ("1,1,1-TCA") and other chlorinated or non-chlorinated solvents. Be as specific as possible in identifying each chemical, and provide, among other things, the chemical name, brand name, and chemical content;

**RESPONSE:**

Respondents object to this question to the extent that it is unreasonable in scope, overly broad and unduly burdensome; it calls for information not reasonably relevant to the Site or likely to lead to relevant facts; it is not within the scope of the government's CERCLA Section 104(e) authorities as it does not relate to the identification, nature, and quantity of materials which have been or are generated, treated, stored, or disposed of at the Site, the nature or extent of a release or threatened release of a hazardous substance or pollutant or contaminant at the Site, or relate to the ability of a person to pay for or to perform a cleanup of a release or threatened release of hazardous substances, pollutants or contaminants at the Site; and to the extent that the request calls for disclosure of information protected by the attorney-client privilege or as work product.

Notwithstanding these objections, and expressly subject thereto, Respondents state that they never used, stored, generated, handled or received industrial wastes at the Property, and have never been notified by either Tishcon Corp. or Efficiency Systems Co., Inc. that any such industrial wastes were used, stored, generated, handled or received at the Property. After a diligent and exhaustive

search of their records, Respondents have not identified any documents responsive to this question.

b. State when each industrial waste identified in your response to question 6a., above, was used, stored, generated, handled or received, and state the volume of each industrial waste used, stored, generated and/or handled on an annual basis; and

**RESPONSE:**

Subject to the foregoing objections, Respondents state that this question is not applicable. No industrial wastes were identified in the response to question 6a.

c. Describe the activity or activities in which each industrial waste identified in your response to question 6a., above, was used, stored, handled or received.

**RESPONSE:**

Subject to the foregoing objections, Respondents state that this question is not applicable. No industrial wastes were identified in the response to question 6a.

7. Describe in detail how and where the industrial wastes identified in response to question 6., above, were disposed. For each disposal location and method, state the nature and quantity of the material disposed of on an annual basis. For those time periods when a precise quantity is not available, provide an estimate.

**RESPONSE:**

Respondents object to this question to the extent that it is unreasonable in scope, overly broad and unduly burdensome; it calls for information not reasonably relevant to the Site or likely to lead to relevant facts; it is not within the scope of the government's CERCLA Section 104(e) authorities as it does not relate to the identification, nature, and quantity of materials which have been or are generated, treated, stored, or disposed of at the Site, the nature or extent of a release or threatened release of a hazardous substance or pollutant or contaminant at the Site, or relate to the ability of a person to pay for or to perform a cleanup of a release or threatened release of hazardous substances, pollutants or contaminants at the Site; and to the extent that the request calls for disclosure of information protected by the attorney-client privilege or as work product. Further Respondents object to the characterization that industrial wastes were ever disposed at or on the Property.

Notwithstanding these objections, and expressly subject thereto, Respondents state that this question is not applicable. No industrial wastes were identified in the response to question 6.

8. Describe in detail any knowledge your Company has about intentional or unintentional disposal of industrial wastes at each Property identified in response to question 2., above, including, but not limited to TCE, PCE and/or other chlorinated or non-chlorinated solvents or wastes containing such solvents, at any time currently or in the past. Your response should include instances in which industrial wastes were spilled or otherwise disposed onto or into the floors or the ground from septic systems, pipes, drains, drums, tanks, or by any other means. Provide copies of all documents relevant to your response.

**RESPONSE:**

Respondents object to this question to the extent that it is unreasonable in scope, overly broad and unduly burdensome; it calls for information not reasonably relevant to the Site or likely to lead to relevant facts; it is not within the scope of the government's CERCLA Section 104(e) authorities as it does not relate to the identification, nature, and quantity of materials which have been or are generated, treated, stored, or disposed of at the Site, the nature or extent of a release or threatened release of a hazardous substance or pollutant or contaminant at the Site, or relate to the ability of a person to pay for or to perform a cleanup of a release or threatened release of hazardous substances, pollutants or contaminants at the Site; and to the extent that the request calls for disclosure of information protected by the attorney-client privilege or as work product. Further Respondents object to the characterization that industrial wastes were ever intentionally or unintentionally disposed of at the Property. Respondents also object to this question as duplicative of question 7.

Notwithstanding these objections, and expressly subject thereto, Respondents have no knowledge about any intentional or unintentional disposal of industrial wastes at the Property. Respondents state that they never intentionally or unintentionally disposed of any industrial wastes at the Property, and after a diligent and exhaustive search of its records, Respondents have not identified any documents responsive to this question. In addition, Respondents have never been notified by either Tishcon Corp. or Efficiency Systems Co., Inc. that any industrial wastes were used, stored, generated, handled, received, or disposed of at the Property.

9. Identify all leaks, spills, or releases of any kind of any industrial wastes (including, but not limited to TCE and PCE or other chlorinated or non-chlorinated solvents or wastes containing such solvents) into the environment that have occurred, or may have occurred, at or from the Property, including any leaks or releases from drums and other containers. Provide copies of all documents relevant to your response.

**RESPONSE:**

Respondents object to this question to the extent that it is unreasonable in scope, overly broad and unduly burdensome; it calls for information not reasonably relevant to the Site or likely to lead to relevant facts; it is not within the scope of the government's CERCLA Section 104(e) authorities as it does not relate to the identification, nature, and quantity of materials which have been or are generated, treated, stored, or disposed of at the Site, the nature or extent of a release or threatened release of a hazardous substance or pollutant or contaminant at the Site, or relate to the ability of a person to pay for or to perform a cleanup of a release or threatened release of hazardous substances, pollutants or contaminants at the Site; and to the extent that the request calls for disclosure of information protected by the attorney-client privilege or as work product. Further C & O Realty objects to the characterization that any leaks, spills, or releases into the environment of any kind of industrial waste ever occurred at the Property.

Notwithstanding these objections, and expressly subject thereto, Respondents are unaware of any leaks, spills, or releases into the environment of any industrial waste from, at, on, or beneath the Property, and after a diligent and exhaustive search of their records, Respondents have not identified any documents responsive to this question. In addition, Respondents have never been notified by either Tishcon Corp. or Efficiency Systems Co., Inc. that any industrial wastes were leaked, spilled, or released into the environment at, on, or beneath the Property.

10. Explain whether any repairs or construction were implemented to address any leaks, spills, releases or threats of releases of any king, the nature of the work and the dates of any such work. Provide copies of all analyses, characterizations, environmental assessments or studies or any report or other description of any investigations, removal actions, remedial activities, or any other work conducted by your Company or by any other party on your Company's behalf relating to industrial wastes released at or from the Property and/or the Site. If any copies of the records requested in this question are available electronically, kindly submit your answer to this question on a disk.

**RESPONSE:**

Respondents object to this question to the extent that it is unreasonable in scope, overly broad and unduly burdensome; it calls for information not reasonably relevant to the Site or likely to lead to relevant facts; it is not within the scope of the government's CERCLA Section 104(e) authorities as it does not relate to the identification, nature, and quantity of materials which have been or are generated, treated, stored, or disposed of at the Site, the nature or extent of a release or threatened release of a hazardous substance or pollutant or contaminant at the Site, or relate to the ability of a person to pay for or to perform a cleanup of a release or threatened release of hazardous substances, pollutants or contaminants

at the Site; and to the extent that the request calls for disclosure of information protected by the attorney-client privilege or as work product.

Notwithstanding these objections, and expressly subject thereto, Respondents are unaware of any repairs or construction implemented at the Property in order to address any leaks, spills, or releases into the environment of any kind of industrial waste, and after a diligent and exhaustive search of their records, Respondents have not identified any documents responsive to this question. In addition, Respondents have never been notified by either Tishcon Corp. or Efficiency Systems Co., Inc. that any repairs or construction were implemented at the Property in order to address any leaks, spills, or releases into the environment of any kind of industrial waste.

11. Provide copies of all insurance policies held and indemnification agreements entered into by the Company which may potentially indemnify the Company against any liability which it may be found to have under CERCLA for releases and threatened releases of hazardous substances at and from the Property. In response to this request, please provide not only those insurance policies and agreements which are currently in effect, but also those that were in effect during any portion of the time the Company conducted operations at, or held a property interest at the NCIA. Your response should also identify the specific Property related to each policy and/or agreement.

**RESPONSE:**

Respondents object to this question to the extent that it is unreasonable in scope, overly broad and unduly burdensome; it calls for information not reasonably relevant to the Site or likely to lead to relevant facts; it is not within the scope of the government's CERCLA Section 104(e) authorities as it does not relate to the identification, nature, and quantity of materials which have been or are generated, treated, stored, or disposed of at the Site, the nature or extent of a release or threatened release of a hazardous substance or pollutant or contaminant at the Site, or relate to the ability of a person to pay for or to perform a cleanup of a release or threatened release of hazardous substances, pollutants or contaminants at the Site; and to the extent that the request calls for disclosure of information protected by the attorney-client privilege or as work product.

Notwithstanding the foregoing objections, and expressly subject thereto, copies of all insurance agreements in Respondents' possession after a diligent and exhaustive search are annexed hereto at **Exhibit "F"**. Additionally, and subject to the foregoing objections, copies of indemnification provisions can be found within copies of the documents annexed hereto at **Exhibit "D"**.

12. State the names, telephone numbers and present or last known addresses of all individuals whom you have reason to believe may have knowledge, information or documents regarding the use, storage, generation, disposal of or handling of industrial wastes at the Site, the transportation of such materials to the Site, or the identity of any companies whose material was treated or disposed of at the Site.

**RESPONSE:**

Respondents have no knowledge of any such persons.

13. If you have information or documents which may help EPA identify other companies that conducted operations, owned property, or were responsible for the handling, use, storage, treatment, or disposal of industrial wastes that potentially contributed to the chlorinated solvent contamination at the Site, please provide that information and those documents, and identify the source(s) of your information.

**RESPONSE:**

After a diligent and exhaustive search of its records, Respondents have no information or documents responsive to this question, other than that provided in response to the questions above.

14. Please state the name, title and address of each individual who assisted or was consulted in the preparation of your response to this Request for Information. In addition, state whether each such person has personal knowledge of the answers provided.

**RESPONSE:**

Respondents object to this question to the extent that it calls for information that is subject to the attorney-client privilege or as work product. Respondents further object to this question to the extent that it calls for disclosure of personal information (such as home contact information) for C & O Realty's former employees or agents. It was not C & O Realty's policy to provide confidential employee or agent or former employee or agent home address and telephone information in public documents. C & O Realty hereby asserts a claim that such information is "Company Confidential" pursuant to Sections 104(e)(7)(E) and (F) of CERCLA, 42 U.S.C. Sections 9604(e)(7)(E) and (F), Section 3007(b) of RCRA, 42 U.S.C. Section 6927(b), and 40 C.F.R. Section 2.203(b).

Notwithstanding these objections, and expressly subject thereto, the following individuals assisted Respondents with the preparation of these responses:

Nixon Peabody LLP
50 Jericho Quadrangle, Suite 300
Jericho, New York 11753

Partners Abstract Corp.
1025 Old Country Road, Suite 409
Westbury, New York 11590

As noted above, Respondents expressly reserve the right to supplement these responses should additional information become available. If you have any questions concerning these responses, please feel free to contact the undersigned, or Respondents' legal counsel, Michael S. Cohen, Esq. at Nixon Peabody LLP.

Sincerely,

William Gross

cc: Jennifer LaPoma (with enclosures)
Remedial Project Manager
Emergency and Remedial Response Division
United States Environmental Protection Agency
290 Broadway, 20th Floor
New York, New York 10007-1866

Michael S. Cohen, Esq.

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

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

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document (response to EPA Request for Information regarding the New Cassel/Hicksville Site) and all documents submitted herewith, and that I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I am also aware that I am under a continuing obligation to supplement my response to EPA's Request for Information if any additional information relevant to the matters addressed in EPA's Request for Information or my response thereto should become know or available to me.

William Gross

Former Partner of C & O Realty Co.

William Gross

In his individual capacity

Sworn to before me this
25th day of September, 2013

Yasmira Alonso
Notary Public

YASMIRA ALONSO
NOTARY PUBLIC, State of New York
No. 4991549
Qualified in Nassau County
Commission Expires February 3, 2014

Exhibit A

X 74—Certificate of Conducting Business as Partners. Individual — Corporation.



# Business Certificate for Partners

*The undersigned do hereby certify that they are conducting or transacting business as members of a partnership under the name or designation of* C & O REALTY CO.

*at* 50 Urban Avenue, Westbury

*in the County of* Nassau *, State of New York, and do further certify that the full names of all the persons conducting or transacting such partnership including the full names of all the partners with the residence address of each such person, and the age of any who may be infants, are as follows:*

| *NAME Specify which are infants and state ages.* | *RESIDENCE* |
|---|---|
| William Gross | 21 Doris Drive, Westbury, New York |
| Joseph Albert | 26 Doris Drive, Westbury, New York |
| | |
| | |
| | |
| | |

~~*WE DO FURTHER CERTIFY that we are the successors in interest to the person or persons heretofore using such name or names to carry on or conduct or transact business.*~~

**In Witness Whereof,** *We have this* 28 *day of* December *19* 85 *made and signed this certificate.*

William Gross

Joseph Albert

**State of New York, County of** Nassau *ss.:* INDIVIDUAL ACKNOWLEDGMENT

*On this* 28 *day of* December *19* 85*, before me personally appeared* Joseph Albert *to me known and known to me to be the individual described in, and who executed the foregoing certificate, and he thereupon duly acknowledged to me that he executed the same.*

MARVIN DORSKIND
Notary Public, State of New York
No. 02-1002300
Qualified in Suffolk County
Commission Expires March 30, 1987

CONFIDENTIAL

State of New York, County of ss.: CORPORATE ACKNOWLEDGMENT

*On this day of 19 , before me personally appeared*

*to me known, who being by me duly sworn, did depose and say, that he resides in*

*that he is the of*

*the corporation described in and which executed the foregoing certificate; that he knows the seal of said corporation; that the seal affixed to said certificate is such corporate seal; that it was so affixed by order of the Board of of said corporation, and that he signed h name thereto by like order.*

*INDEX No.*

# Certificate of Partners

*CONDUCTING BUSINESS UNDER THE NAME OF*

State of New York, County of NASSAU ss.: INDIVIDUAL ACKNOWLEDGMENT

*On this* 10th *day of* January *19* 86, *before me personally appeared*

William Gross

*to me known and known to me to be the individual described in, and who executed the foregoing certificate, and he thereupon duly acknowledged to me that he executed the same.*

MURRAY H. GREENSPAN
NOTARY PUBLIC, State of New York
No. 30-6658030
Qualified in Nassau County
Commission Expires March 30, 1988

CONFIDENTIAL

Exhibit B

E-12

F97020400062

E-12

**CERTIFICATE OF INCORPORATION**

**OF**

**125 STATE REALTY CORP.**

Under Section 402 of the Business Corporation Law

IT IS HEREBY CERTIFIED THAT:

1. The name of the Corporation is **125 STATE REALTY CORP.**

2. The office of the corporation is to be located in the County of Nassau, State of New York.

3. The aggregate number of shares which the corporation shall have the authority to issue is 200 no par value.

4. The Secretary of State is designated as agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is

c/o The Corporation
50 Urban Avenue
Westbury, NY

5. The purpose or purposes of the corporation are as follows:

To engage in any lawful act or activity for which corporations may be organized under §402 of the Business Corporation Law.

This corporation is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

The rights, powers, and privileges provided in this certificate are not to be deemed to be in limitation of similar, other or additional powers, rights, and privileges granted or permitted to a corporation by the Business Corporation Law, it being intended that this corporation shall have all the rights, powers, and privileges granted or permitted to a corporation by such statute.

To generally purchase or acquire property, personal and real as may be useful to the operation of this business, generally to do and perform everything necessary to carry out the aforesaid purposes.

6. The corporation will indemnify any officer or director, made, or threatened to be made, a party to an action or proceeding other than one by or in the right of the corporation to procure a judgment in its favor, whether civil or criminal, including an action by or in the right of any other corporation of any type or kind, domestic or foreign, of any partnership, joint venture, trust, employee benefit plan or other enterprise, which any director or officer of the corporation served in any capacity at the request of the corporation, by reason of the fact that he, his testator or intestate, was a director or officer of the corporation, or served such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such director or officer acted, in good faith, for a purpose which he reasonably believed to be in, or, in the case of service for any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise, not opposed to, the best interest of the corporation and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful.

IN WITNESS WHEREOF, I have made and subscribed this Certificate this 3rd day of February 1997.

*GLORIA J. PARKS*

GLORIA J. PARKS

46 STATE ST., 2ND FL.

ALBANY, NY 12207

STATE OF NEW YORK)
) SS:
COUNTY OF ALBANY )

On the 3rd day of February 1997, before me personally came GLORIA J. PARKS, to me known to be the individual described in, and who executed the foregoing instrument, and duly acknowledged to me that she executed the same.

FRANK J. PANUCCI
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ALBANY
NO. 4721156
COMMISSION EXPIRES JULY 31st, 1998

2

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F97020400006 2

FILED

CERTIFICATE OF INCORPORATION

OF

125 STATE REALTY CORP.

Under Section 402 of the Business Corporation Law

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED FEB 04 1997
TAX: 10
BY: EJB
NASSAU

FILED BY:

MURRAY H. GREENSPAN, ESQ.
666 OLD COUNTRY ROAD
SUITE 510
GARDEN CITY, NY 11530

E-12 E-12

BILLED

3

066

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Exhibit C

New York State Department of
**Taxation and Finance**
Taxpayer Services and Revenue Division
W A Harriman Campus
Albany NY 12227

070525000097

# Consent to Dissolution of a Corporation

**Consent date:** 3/13/07

**Taxpayer ID:** B-11-3456083-3

**To the Secretary of State:**
Pursuant to provisions of section 1004 of Article 10 of the Business Corporation Law, the Commissioner of Taxation and Finance hereby consents to the dissolution of:

125 STATE REALTY CORP.

This consent is effective until: 6/11/07

By Jamie Woodward
For the Commissioner of Taxation and Finance

070525000097

**Department of State copy**

CONFIDENTIAL

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
41 State Street
Albany, NY 12231
www.dos.state.ny.us

# CERTIFICATE OF DISSOLUTION
# OF

125 STATE REALTY CORP.
*(Insert Name of Corporation)*

Under Section 1003 of the Business Corporation Law

**FIRST:** The name of the corporation is: 125 STATE REALTY CORP.

If the name of the corporation has been changed, the name under which it was formed is:

**SECOND:** The certificate of incorporation was filed with the Department of State on:
2/4/1997.

**THIRD:** The name and address of each officer and director of the corporation is:
WILLIAM GROSS, 425 E. 58TH STREET, NEW YORK, NY 10022
Joseph Alberg, 23367 Mirabella Circle S. Boca Raton, Fl. 33433

**FOURTH:** The corporation elects to dissolve.

DOS-1337 (Rev. 2/05)

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070525000 097

**FIFTH:** *(Check the statement that applies)*

____ The dissolution was authorized at a meeting of shareholders by two-thirds of the votes of all outstanding shares entitled to vote.

____ The dissolution was authorized at a meeting of shareholders by a majority of the votes of all outstanding shares entitled to vote.

X The dissolution was authorized by the unanimous written consent of the holders of all outstanding shares entitled to vote without a meeting.

X _____ *(Signature)*

James Wasgnes CPA
*(Print or Type Name and Title)*

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED MAY 25 2007
TAX $ _____
BY: JTG
NASSAU

CERTIFICATE OF DISSOLUTION

OF

125 State Realty Corp.
*(Insert Name of Corporation)*

Under Section 1003 of the Business Corporation Law

Filer's Name JAMES WASGNES CPA PC

Address 500 BI-COUNTY BLVD. STE 202N

City, State and Zip Code FARMINGDALE, NY 11735

Note: This form was prepared by the New York State Department of State for filing a Certificate of Dissolution for a domestic business corporation. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores. The Certificate of Dissolution must be signed by an officer, director, attorney-in-fact or duly authorized person. The consent of the State Tax Commission must be attached to the Certificate of Dissolution. The certificate must be accompanied by a $60 filing fee. The Department of State recommends that all legal documents be prepared under the guidance of an attorney.

JTG

For DOS Use Only

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Exhibit D

Standard N.Y.B.T.U. Form 8002—8-63—Bargain and Sale Deed with Covenant against Grantor's Acts—Individual or Corporation (single sheet)

**CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.**

CT $3800

**THIS INDENTURE,** made the 14th day of February, nineteen hundred and eighty six

**BETWEEN**

JVC HOLDINGS CO., INC., doing business at 125 State Street, New Cassel, New York

party of the first part, and

C & O REALTY CO., doing business at 50 Urban Avenue, Westbury, New York

party of the second part,

**WITNESSETH,** that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

SECTION 11 BLOCK 181 ON THE LAND AND TAX MAP OF NASSAU COUNTY

ALL THAT CERTAIN PLOT, PIECE, OR PARCEL OF LAND, SITUATE, LYING, AND BEING AT NEW CASSEL, NEAR WESTRBURY IN THE TOWN OF NORTH HEMPSTEAD, COUNTY OF NASSAU AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE WESTERLY SIDE OF STATE STREET DISTANT 240.00 FEET NORTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF STATE STREET WITH THE NORTHERLY SIDE OF SUMMA AVENUE

RUNNING THENCE NORTH 86 DEGREES 51 MINUTES 00 SECONDS WEST 250.00 FEET

THENCE NORTH 3 DEGREES 9 MINUTES 00 SECONDS EAST 92.80 FEET TO THE SOUTHERLY LINE OF THE LONG ISLAND RAILROAD

THENCE ALONG THE SOUTHERLY LINE OF THE LONG ISLAND RAILROAD NORTH 82 DEGREES 57 MINUTES 00 SECONDS EAST 254.01 FEET TO THE WESTERLY SIDE OF STATE STREET

THENCE ALONG THE WESTERLY SIDE OF STATE STREET SOUTH 3 DEGREES 9 MINUTES 00 SECONDS WEST 137.38 FEET TO THE POINT OR PLACE OF BEGINNING.

**TOGETHER** with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

**AND** the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

**AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

**IN WITNESS WHEREOF,** the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

JVC HOLDINGS CO., INC.

By: President

SEAL 1984 NEW YORK

DEED 9711 PAGE 176

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STATE OF NEW YORK, COUNTY OF SS:

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF SS:

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF NASSAU SS:

On the 14th day of February 1986 , before me personally came KAMAL CHOPRA to me known, who, being by me duly sworn, did depose and say that he resides at No. 2727 RAY PLACE NORTH BELLMORE, N.Y. ; that he is the PRESIDENT of JVC HOLDINGS CO., INC , the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

ROBERT J. PELLICANE
Notary Public, State of New York
No. 30-4652358
Qualified in Nassau County
Commission Expires March 30, 1987

STATE OF NEW YORK, COUNTY OF SS:

On the day of 19 , before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. ;

that he knows to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed h name as witness thereto.

**Bargain and Sale Deed**
WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No. 8505-02212

JVC HOLDINGS CO., INC.
TO
C & O REALTY CO.

STANDARD FORM OF
NEW YORK BOARD OF TITLE UNDERWRITERS

*Distributed by*

American TITLE INSURANCE COMPANY

SECTION 11
BLOCK 1 81
LOT 84
COUNTY OR TOWN New Cassel

Recorded At Request of American Title Insurance Company
RETURN BY MAIL TO:

Murray Greenspan, Esq.
Sacks, Bernstein and Greenspan, Esqs.
500 Old County Road
Garden City, NY 11530

Zip No.

*A Member of The Continental Insurance Companies*

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

MAR 11 1986 11- 4- 5- 1- 3800-

RECORDED
MAR 11 2 57 PM '86
HAROLD B. MYERS, JR.
COUNTY CLERK
NASSAU COUNTY

16520

RECEIVED
$ 3800.00
REAL ESTATE
MAR 11 1986
TRANSFER TAX
NASSAU
COUNTY

RECORDED BY CHICAGO TITLE INSURANCE COMPANY

DEED 9711 PAGE 177

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5/5/80

# STANDARD FORM OF STORE LEASE

The Real Estate Board of New York, Inc.

**Agreement of Lease,** made as of this 14th day of February, 19 86, between C & O REALTY CO., 50 Urban Avenue, Westbury, New York 11590, party of the first part, hereinafter referred to as OWNER, and

TISHCON CORP., 29 New York Avenue, Westbury, New York, party of the second part, hereinafter referred to as TENANT,

**Witnesseth:** Owner hereby leases to Tenant and Tenant hereby hires from Owner

the building known as 125 State Street
n the ~~Borough of~~ County of Nassau, ~~City~~ State of New York, for the term of ten (10) years
(or until such term shall sooner cease and expire as hereinafter provided) to commence on the
14th day of February nineteen hundred and eighty-six, and to end on the
13th day of February nineteen hundred and ninety-six
both dates inclusive, at an annual rental rate ~~of~~ as follows: For the first three years, commencing
2/14/86 and ending 2/13/89, $ 110,695.00
or the next four years, commencing 2/14/89 and ending 2/13/93, $ 127,725.00
or the next three years, commencing 2/14/93 and ending 2/13/96, $ 136,240.00
which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Owner or such other place as Owner may designate, without any set off or deduction whatsoever, except that Tenant shall pay the first monthly installment(s) on the execution hereof (unless this lease be a renewal). For the purpose of this lease, the aforesaid rentals are the base rentals.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

Rent: 1. Tenant shall pay the rent as above and as hereinafter provided.

Occupancy: 2. Tenant shall use and occupy demised premises for any use allowable under the Certificate of Occupancy issued by the Town of North Hempstead Building Department under #67-56, a copy of which is attached hereto,

and for no other purpose. Tenant shall at all times conduct its business in a high grade and reputable manner, shall not violate Article 37 hereof, and shall keep show windows and signs in a neat and clean condition.

Alterations: 3. Tenant shall make no changes in or to the demised premises of any nature without Owner's prior written consent. Subject to the prior written consent of Owner, and to the provisions of this article, Tenant at Tenant's expense, may make alterations, installations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises by using contractors or mechanics first approved by Owner. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof and shall deliver promptly duplicates of all such permits, approvals and certificates to Owner and Tenant agrees to carry and will cause Tenant's contractors and sub-contractors to carry such workman's compensation, general liability, personal and property damage insurance as Owner may require. If any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work claimed to have done for, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within ten days thereafter, at Tenant's expense, by filing the bond required by law. All fixtures and panneling, partitions, railings and like installations, installed in the premises at any time, either by Tenant or by Owner in Tenant's behalf, shall, upon installation, become the property of Owner and shall remain upon and be surrendered with the demised premises unless Owner, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this lease, elects to relinquish Owner's rights thereto and to have them removed by Tenant, in which event, the same shall be removed from the premises by Tenant prior to the expiration of the lease, at Tenant's expense. Nothing in this article shall be construed to give Owner title to or to prevent Tenant's removal of trade fixtures, moveable office furniture and equipment, but upon removal of any such from the premises or upon removal of other installations as may be required by Owner, Tenant shall immediately and at its expense, repair and store the premises to the condition existing prior to installation and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed by Tenant at the end of the term remaining in the premises after Tenant's removal shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or may be removed from the premises by Owner at Tenant's expense.

Repairs: 4. ~~Owner shall maintain and repair the public portions of the building, both exterior and interior, except that if~~ Owner allows Tenant to erect on the outside of the building a sign or signs, or a hoist, lift or sidewalk elevator for the exclusive use of Tenant, Tenant shall maintain such exterior installations in good appearance and shall cause the same to be operated in a good and workmanlike manner and shall make all repairs thereto necessary to keep same in good order and condition, at Tenant's own cost and expense, and shall cause the same to be covered by the insurance provided for hereafter in Article 8. Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein, and the sidewalks adjacent thereto, and at its sole cost and expense, make all non-structural repairs thereto as and when needed to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from the elements, fire or other casualty, excepted. If the demised premises be or become infested with vermin, Tenant shall at Tenant's expense, cause the same to be exterminated from time to time to the satisfaction of Owner. Except as specifically provided in Article 9 or elsewhere in this lease, there shall be no allowance to the Tenant for the diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner, Tenant or others making or failing to make any repairs, alterations, additions or improvements in or to any portion of the building or the demised premises or in and to the fixtures, appurtenances or equipment thereof. The provisions of this article 4 with respect to the making of repairs shall not apply in the case of fire or other casualty which are dealt with in article 9 hereof.

Window Cleaning: 5. Tenant will not clean nor require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 202 of the New York State Labor Law or any other applicable law or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

Requirements of Law, Fire Insurance: 6. Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant at Tenant's sole cost and expense, shall promptly comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders,

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rules and regulations of the New York Board of Fire Underwriters or the Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Owner or Tenant with respect to the demised premises, and with respect to the portion of the sidewalk adjacent to the premises, if the premises are on the street level, whether or not arising out of Tenant's use or manner of use thereof, or with respect to the building if arising out of Tenant's use or manner of use of the premises or the building (including the use permitted under the lease). Except as provided in Article 29 hereof, nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Owner. Tenant shall pay all costs, expenses, fines, penalties or damages, which may be imposed upon Owner by reason of Tenant's failure to comply with the provisions of this article. If the fire insurance rate shall, at the beginning of the lease or at any time thereafter, be higher than it otherwise would be, then Tenant shall reimburse Owner, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Owner which shall have been charged because of such failure by Tenant, to comply with the terms of this article. In any action or proceeding wherein Owner and Tenant are parties, a schedule or "make-up" of rate for the building or demised premises issued by a body making fire insurance rates applicable to said premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate then applicable to said premises.

Sub-ordination: 7. This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which demised premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lease or by any mortgagee, affecting any lease or the real property of which the demised premises are a part. In confirmation of such subordination, Tenant shall execute promptly any certificate that Owner may request.

Tenant's Liability Insurance Property Loss, Damage, Indemnity: 8. Owner or its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the building, nor for loss of or damage to any property of Tenant by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of Owner, its agents, servants or employees. Owner or its agents will not be liable for any such damage caused by other tenants or persons in, upon or about said building or caused by operations in construction of any private, public or quasi public work. Tenant agrees, at Tenant's sole cost and expense, to maintain general public liability insurance in standard form in favor of Owner and Tenant against claims for bodily injury or death or property damage occurring in or upon the demised premises, effective from the date Tenant enters into possession and during the term of this lease. Such insurance shall be in an amount and with carriers acceptable to the Owner. Such policy or policies shall be delivered to the Owner. On Tenant's default in obtaining or delivering any such policy or policies or failure to pay the charges therefor, Owner may secure or pay the charges for any such policy or policies and charge the Tenant as additional rent therefor. Tenant shall indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Owner shall not be reimbursed by insurance, including reasonable attorneys fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agents, contractors, employees, invitees, or licensees, of any covenant on condition of this lease, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractors, employees, invitees or licensees. Tenant's liability under this lease extends to the acts and omissions of any subtenant, and any agent, contractor, employee, invitee or licensee of any subtenant. In case any action or proceeding is brought against Owner by reason of any such claim, Tenant, upon written notice from Owner, will, at Tenant's expense, resist or defend such action or proceeding by Counsel approved by Owner in writing, such approval not to be unreasonably withheld.

Destruction, Fire and Other Casualty: 9. (a) If the demised premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Owner and this lease shall continue in full force and effect except as hereinafter set forth. (b) If the demised premises are partially damaged or rendered partially unusable by fire or other casualty, the damages thereto shall be repaired by and at the expense of Owner and the rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the premises which is usable. (c) If the demised premises are totally damaged or rendered wholly unusable by fire or other casualty, then the rent shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the premises shall have been repaired and restored by Owner, subject to Owner's right to elect not to restore the same as hereinafter provided. (d) If the demised premises are rendered wholly unusable or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Owner shall decide to demolish it or to rebuild it, then, in any of such events, Owner may elect to terminate this lease by written notice to Tenant given within 90 days after such fire or casualty specifying a date for the expiration of the lease, which date shall not be more than 60 days after the giving of such notice, and upon the date specified in such notice the term of this lease shall expire as fully and completely as if such date were the date set forth above for the termination of this lease and Tenant shall forthwith quit, surrender and vacate the premises without prejudice however, to Owner's rights and remedies against Tenant under the lease provisions in effect prior to such termination, and any rent owing shall be paid up to such date and any payments of rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Unless Owner shall serve a termination notice as provided for herein, Owner shall make the repairs and restorations under the conditions of (b) and (c) hereof, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Owner's control. After any such casualty, Tenant shall cooperate with Owner's restoration by removing from the premises as promptly as reasonably possible, all of Tenant's salvageable inventory and movable equipment, furniture, and other property. Tenant's liability for rent shall resume five (5) days after written notice from Owner that the premises are substantially ready for Tenant's occupancy. (e) Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent permitted by law, Owner and Tenant each hereby releases and waives all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance and also, provided that such a policy can be obtained without additional premiums. Tenant acknowledges that Owner will not carry insurance on Tenant's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Tenant and agrees that Owner will not be obligated to repair any damage thereto or replace the same. (f) Tenant hereby waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this article shall govern and control in lieu thereof.

Eminent Domain: 10. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim for the value of any unexpired term of said lease.

Assignment, Mortgage, Etc.: 11. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Owner in each instance. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Owner may, after default by Tenant, collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of the covenant, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Owner to an assignment or underletting shall not in any wise be construed to relieve Tenant from obtaining the express consent in writing of Owner to any further assignment or underletting.

Electric Current: 12. ~~Rates and conditions in respect to submetering or rent inclusion, as the case may be, to be added in RIDER attached hereto.~~ Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the building or the risers or wiring installation and Tenant may not use any electrical equipment which, in Owner's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall in no wise make Owner liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustain.

Access to Premises: 13. Owner or Owner's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and, at other reasonable times, to examine the same and to make such repairs, replacements and improvements as Owner may deem necessary and reasonably desirable to any portion of the building or which Owner may elect to perform, in the premises, following Tenant's failure to make repairs or perform any work which Tenant is obligated to

☞ Rider to be added if necessary.

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perform under this lease, or for the purpose of complying with laws, regulations and other directions of governmental authorities. Tenant shall permit Owner to use and maintain and replace pipes and conduits in and through the demised premises and to erect new pipes and conduits therein, provided they are within the walls. Owner may, during the progress of any work in the demised premises, take all necessary materials and equipment into said premises without the same constituting an eviction nor shall the Tenant be entitled to any abatement of rent while such work is in progress nor to any damages by reason of loss or interruption of business or otherwise. Throughout the term hereof Owner shall have the right to enter the demised premises at reasonable hours for the purpose of showing the same to prospective purchasers of mortgagees of the building, and during the last six months of the term for the purpose of showing the same to prospective tenants and may, during said six months period, place upon the premises the usual notice "To Let" and "For Sale" which notices Tenant shall permit to remain thereon without molestation. If Tenant is not present to open and permit an entry into the premises, Owner or Owner's agents may enter the same whenever such entry may be necessary or permissible by master key or forcibly and provided reasonable care is exercised to safeguard Tenant's property and such entry shall not render Owner or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected. If during the last month of the term Tenant shall have removed all or substantially all of Tenant's property therefrom, Owner may immediately enter, alter, renovate or redecorate the demised premises without limitation or abatement of rent, or incurring liability to Tenant for any compensation and such act shall have no effect on this lease or Tenant's obligations hereunder. Owner shall have the right at any time, without the same constituting an eviction and without incurring liability to Tenant therefor to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets, or other public parts of the building and to change the name, number or designation by which the building may be known.

**Vault, Vault Space, Area:** 14. No Vaults, vault space or area, whether or not enclosed or covered, not within the property line of the building is leased hereunder, anything contained in or indicated on any sketch, blue print or plan, or anything contained elsewhere in this lease to the contrary notwithstanding. Owner makes no representation as to the location of the property line of the building. All vaults and vault space and all such areas not within the property line of the building, which Tenant may be permitted to use and/or occupy, is to be used and/or occupied under a revocable license, and if any such license be revoked, or if the amount of such space or area be diminished or required by any federal, state or municipal authority or public utility, Owner shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation, diminution or requisition be deemed constructive or actual eviction. Any tax, fee or charge of municipal authorities for such vault or area shall be paid by Tenant.

**Occupancy:** 15. Tenant will not at any time use or occupy the demised premises in violation of Articles 2 or 37 hereof, or of the certificate of occupancy issued for the building of which the demised premises are a part. Tenant has inspected the premises and accepts them as is, subject to the riders annexed hereto with respect to Owner's work, if any. In any event, Owner makes no representation as to the condition of the premises and Tenant agrees to accept the same subject to violations whether or not of record.

**Bankruptcy:** 16 (a) Anything elsewhere in this lease to the contrary notwithstanding, this lease may be cancelled by Landlord by the sending of a written notice to Tenant within a reasonable time after the happening of any one or more of the following events: (1) the commencement of a case in bankruptcy or under the laws of any state naming Tenant as the debtor; or (2) the making by Tenant of an assignment or any other arrangement for the benefit of creditors under any state statute. Neither Tenant nor any person claiming through or under Tenant, or by reason of any statute or order of court, shall thereafter be entitled to possession of the premises demised but shall forthwith quit and surrender the premises. If this lease shall be assigned in accordance with its terms, the provisions of this Article 16 shall be applicable only to the party then owning Tenant's interest in this lease.

(b) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Owner shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant as and for liquidated damages an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the demised premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four per cent (4%) per annum. If such premises or any part thereof be re-let by the Owner for the unexpired term of said lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such re-letting shall be deemed to be the fair and reasonable rental value for the part or the whole of the premises so re-let during the term of the re-letting. Nothing herein contained shall limit or prejudice the right of the Owner to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

**Default:** 17. (1) If Tenant defaults in fulfilling any of the covenants of this lease other than the covenants for the payment of rent or additional rent; or if the demised premises become vacant or deserted; or 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 if this lease be rejected under Section 365 of Title II of the U.S. Code (Bankruptcy Code); or if Tenant shall fail to move into or take possession of the premises within fifteen (15) days after the commencement of the term of this lease, of which fact Owner shall be the sole judge, then, in any one or more of such events, upon Owner serving a written five (5) days notice upon Tenant specifying the nature of said default and upon the expiration of said five (5) 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 five (5) day period, and if Tenant shall not have diligently commenced curing such default within such five (5) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, then Owner may, serve a written three (3) days notice of cancellation of this lease upon Tenant, and upon the expiration of said three (3) days, this lease and the term thereunder shall end and expire as fully and completely as if the expiration of such three (3) day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof and Tenant shall then quit and surrender the demised premises to Owner but Tenant shall remain liable as hereinafter provided.

(2) If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid; or if Tenant shall make default in the payment of the rent reserved herein or any item of additional rent herein mentioned or any part of either or in making any other payment herein required; then and in any of such events Owner 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 demised premises and remove their effects and hold the 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.

**Remedies of Owner and Waiver of Redemption:** 18. In case of any such default, re-entry, expiration and/or dispossess by summary proceedings or otherwise, (a) the rent, and additional rent, shall become due thereupon and be paid up to the time of such re-entry, dispossess and/or expiration. (b) Owner may re-let the premises or any part or parts thereof, either in the name of the Owner or otherwise, for a term or terms, which may at Owner's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease and may grant concessions or free rent or charge a higher rental than that in this lease, and/or (c) Tenant or the legal representatives of Tenant shall also pay Owner as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the subsequent lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. The failure of Owner to re-let the premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses as Owner may incur in connection with re-letting, such as legal expenses, attorneys' fees, brokerage, advertising and for keeping the demised premises in good order or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease. Owner, in putting the demised premises in good order or preparing the same for re-rental may, at Owner's option, make such alterations, repairs, replacements, and/or decorations in the demised premises as Owner, in Owner's sole judgement, considers advisable and necessary for the purpose of re-letting the demised premises, and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability. Owner shall in no event be liable in any way whatsoever for failure to re-let the demised premises, or in the event that the demised premises are re-let, for failure to collect the rent thereof under such re-letting, and in no event shall Tenant be entitled to receive any excess, if any, of such net rent collected over the sums payable by Tenant to Owner hereunder. In the event of a breach or threatened breach by Tenant or any of the covenants or provisions hereof, Owner 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 Owner 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.

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**Fees and Expenses:** 19. If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under or by virtue of any of the terms or provisions in any article of this lease, then, unless otherwise provided elsewhere in this lease, Owner may immediately or at any time thereafter and without notice perform the obligation of Tenant thereunder, and if Owner, in connection therewith or in connection with any default by Tenant in the covenant to pay rent hereunder, makes any expenditures or incurs any obligations for the payment of money, including but not limited to attorney's fees, in instituting, prosecuting or defending any actions or proceeding, such sums so paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by Tenant to Owner within five (5) days of rendition of any bill or statement to Tenant therefor, and if Tenant's lease term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable by Owner as damages.

**No Representations by Owner:** 20. Neither Owner nor Owner's agents have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected or the demised premises, the rents, leases, expenses of operation, or any other matter or thing affecting or related to the premises except as herein expressly set forth and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this lease. Tenant has inspected the building and the demised premises and is thoroughly acquainted with their condition, and agrees to take the same "as is" and acknowledges that the taking of possession of the demised premises by Tenant shall be conclusive evidence that the said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken, except as to latent defects. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Owner and Tenant and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

**End of Term:** 21. Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Owner the demised premises, broom clean, in good order and condition, ordinary wear excepted, and Tenant shall remove all its property. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. If the last day of the term of this lease or any renewal thereof, falls on Sunday, this lease shall expire at noon on the preceding Saturday unless it be a legal holiday in which case it shall expire at noon on the preceding business day.

**Quiet Enjoyment:** 22. Owner covenants and agrees with Tenant that upon Tenant paying the rent and additional 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 premises hereby demised, subject, nevertheless, to the terms and conditions of this lease including, but not limited to, Article 33 hereof and to the ground leases, underlying leases and mortgages hereinbefore mentioned.

**Failure to Give Possession:** 23. If Owner is unable to give possession of the demised premises on the date of the commencement of the term hereof, because of the holding-over or retention of possession of any tenant, undertenant or occupants, or if the premises are located in a building being constructed, because such building has not been sufficiently completed to make the premises ready for occupancy or because of the fact that a certificate of occupancy has not been procured or for any other reason, Owner shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the same be construed in any wise to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant is not responsible for the inability to obtain possession) until after Owner shall have given Tenant written notice that the premises are substantially ready for Tenant's occupancy. If permission is given to Tenant to enter into the possession of the demised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease, except as to the covenant to pay rent. The provisions of this article are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

**No Waiver:** 24. The failure of Owner to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this lease or of any of the Rules or Regulations set forth or hereafter adopted by Owner, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Owner of rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach and no provision of this lease shall be deemed to have been waived by Owner unless such waiver be in writing signed by Owner. No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided. No act or thing done by Owner or Owner's agents during the term hereby demised shall be deemed in acceptance of a surrender of said premises and no agreement to accept such surrender shall be valid unless in writing signed by Owner. No employee of Owner or Owner's agent shall have any power to accept the keys of said premises prior to the termination of the lease and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the premises.

**Waiver of Trial by Jury:** 25. It is mutually agreed by and between Owner and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this lease, the relationship of Owner and Tenant, Tenant's use of or occupancy of said premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commences any summary proceeding for possession of the premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding.

**Inability to Perform:** 26. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no wise be affected, impaired or excused because Owner is unable to fulfill any of its obligations under this lease or to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repair, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Owner is prevented or delayed from so doing by reason of strike or labor troubles, government preemption in connection with a National Emergency or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency, or when, in the judgement of Owner, temporary interruption of such services is necessary by reason of accident, mechanical breakdown, or to make repairs, alterations or improvements.

**Bills and Notices:** 27. Except as otherwise in this lease provided, a bill, statement, notice or communication which Owner may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at the building of which the demised premises form a part or at the last known residence address or business address of Tenant or left at any of the aforesaid premises addressed to Tenant, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, mailed, or left at the premises as herein provided. Any notice by Tenant to Owner must be served by registered or certified mail addressed to Owner at the address first hereinabove given or at such other address as Owner shall designate by written notice.

**Water Charges:** 28. If Tenant requires, uses or consumes water for any purpose in addition to ordinary lavatory purposes (of which fact Tenant constitutes Owner to be the sole judge) Owner may install a water meter and thereby measures Tenant's water consumption for all purposes. Tenant shall pay Owner for the cost of the meter and the cost of the installation thereof and throughout the duration of Tenant's occupancy Tenant shall keep said meter and installation equipment in good working order and repair at Tenant's own cost and expense. Tenant agrees to pay for water consumed, as shown on said meter as and when bills are rendered. Tenant covenants and agrees to pay the sewer rent, charge or any other tax, rent, levy or charge which now or hereafter is assessed, imposed or a lien upon the demised premises or the realty of which they are part pursuant to law, order or regulation made or issued in connection with the use, consumption, maintenance or supply of water, water system or sewage or sewage connection or system. The bill rendered by Owner shall be payable by Tenant as additional rent. ~~If the building or the demised premises or any part thereof be supplied with water through a meter through which water is also supplied to other premises, Tenant shall pay to Owner as additional rent, on the first day of each month, _____% ($_____) of the total meter charges, as Tenant's portion. Independently of and in addition to any of the remedies reserved to Owner hereinabove or elsewhere in this lease.~~

**Sprinklers:** 29. Anything elsewhere in this lease to the contrary notwithstanding, if the New York Board of Fire Underwriters or the Insurance Services Office or any bureau, department or official of the federal, state or city government require or recommend the installation of a sprinkler system or that any changes, modifications, alterations, or additional sprinkler heads or other equipment be made or supplied in an existing sprinkler system by reason of Tenant's business, or the location of partitions, trade fixtures, or other contents of the demised premises, or for any other reason, or if any such sprinkler system installations, changes, modifications, alterations, additional sprinkler heads or other such equipment, become necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate set by any said Exchange or by any fire insurance company. Tenant shall, at Tenant's expense, promptly make such sprinkler system installations, changes, modifications, alterations, and supply additional sprinkler heads or other equipment as

required whether the work involved shall be structural or non-structural in nature. Tenant shall pay to Owner as additional rent the sum of $ , on the first day of each month during the term of this lease, as Tenant's portion of the contract price for sprinkler supervisory service.

**Heat, Cleaning:** 30. ~~As long as Tenant is not in default under any of the covenants of this lease Owner shall, if and insofar as existing facilities permit furnish heat to the demised premises, when and as required by law, on business days from 8:00 a.m. to 6:00 p.m. and on Saturdays from 8:00 a.m. to 1:00 p.m.~~ Tenant shall at Tenant's expense, keep demised premises clean and in order, to the satisfaction to Owner, and if demised premises are situated on the street floor, Tenant shall, at Tenant's own expense, make all repairs and replacements to the sidewalks and curbs adjacent thereto, and keep said sidewalks and curbs free from snow, ice, dirt and rubbish. ~~Tenant shall pay to Owner the cost of removal~~ of any of Tenant's refuse and rubbish from the building. ~~Bills for~~ the same shall be rendered by Owner to Tenant at such times as Owner may elect and shall be due and payable when rendered, and the amount of such bills shall be deemed to be, and be paid as, additional rent. Tenant shall, however, have the option of independently contracting for the removal of such rubbish and refuse in the event that Tenant does not wish to have same done by employees of Owner. Under such circumstances, however, the removal of such refuse and rubbish by others shall be subject to such rules and regulations as, in the judgment of Owner, are necessary for the ~~proper operation of the building.~~

**Security:** 31. Tenant has deposited with Owner the sum of $ 27,673.75 as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Owner may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any other sum as to which Tenant is in default or for any sum which Owner may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency in the re-letting of the premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Owner. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the Lease and after delivery of entire possession of the demised premises to Owner. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part, Owner shall have the right to transfer the security to the vendee or lessee and Owner shall thereupon be released by Tenant from all liability for the return of such security, and Tenant agrees to look to the new Owner solely for the return of said security; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Owner. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

see Rider attached.....

**Captions:** 32. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provision thereof.

**Definitions:** 33. The term "Owner" as used in this lease means only the Owner, or the mortgagee in possession, for the time being of the land and building (or the Owner of a lease of the building or of the land and building) of which the demised premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said building, or of the land and building, the said Owner shall be and hereby is entirely freed and relieved of all covenants and obligations of Owner hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building, or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Owner hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "business days" as used in this lease shall exclude Saturdays (except such portion thereof as is covered by specific hours in Article 30 hereof), Sundays and all days designated as holidays by the applicable building service union employees service contract or by the applicable Operating Engineers contract with respect to HVAC service.

**Adjacent Excavation—Shoring:** 34. If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the demised premises for the purpose of doing such work as said person shall deem necessary to preserve the wall or the building of which demised premises form a part from injury or damage and to support the same by proper foundations without any claim for damages or indemnity against Owner, or diminution or abatement of rent.

**Rules and Regulations:** 35. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with the Rules and Regulations and such other and further reasonable Rules and Regulations as Owner or Owner's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Owner may elect. In case Tenant disputes the reasonableness of any additional Rule or Regulation hereafter made or adopted by Owner or Owner's agents, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation for decision to the New York office of the American Arbitration Association, whose determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rule or Regulation upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing upon Owner within ten (10) days after the giving of notice thereof. Nothing in this lease contained shall be construed to impose upon Owner any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant and Owner shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

**Glass:** 36. Owner shall replace, at the expense of Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the demised premises. Owner may insure, and keep insured, at Tenant's expense, all plate and other glass in the demised premises for and in the name of Owner. Bills for the premiums therefor shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rent.

**Pornographic Uses Prohibited:** 37. Tenant agrees that the value of the demised premises and the reputation of the Owner will be seriously injured if the premises are used for any obscene or pornographic purposes or any sort of commercial sex establishment. Tenant agrees that Tenant will not bring or permit any obscene or pornographic material on the premises, and shall not permit or conduct any obscene, nude, or semi-nude live performances on the premises, nor permit use of the premises for nude modeling, rap sessions, or as a so-called rubber goods shops, or as a sex club of any sort, or as a "massage parlor." Tenant agrees further that Tenant will not permit any of these uses by any sublessee or assignee of the premises. This Article shall directly bind any successors in interest to the Tenant. Tenant agrees that if at any time Tenant violates any of the provisions of this Article, such violation shall be deemed a breach of a substantial obligation of the terms of this lease and objectionable conduct. Pornographic material is defined for purposes of this Article as any written or pictorial matter with prurient appeal or any objects of instrument that are primarily concerned with lewd or prurient sexual activity. Obscene material is defined here as it is in Penal Law §235.00.

**Estoppel Certificate:** 38. Tenant, at any time, and from time to time, upon at least 10 days' prior notice by Owner, shall execute, acknowledge and deliver to Owner, and/or to any other person, firm or corporation specified by Owner, a statement certifying that this lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates which the rent and additional rent have been paid, and stating whether or not there exists any defaults by Owner under this lease, and, if so, specifying each such default.

**Successors and Assigns:** 39. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns.

Space to be filled in or deleted.

**In Witness Whereof,** Owner and Tenant have respectively signed and sealed this lease as of the day and year first above written.

Witness for Owner:

..... ..... [L.S.]

Witness for Tenant:

..... ..... [L.S.]

CORP. SEAL

CORP. SEAL

CONFIDENTIAL

## ACKNOWLEDGMENTS

**Corporate Owner**
State of New York, } ss.:
County of

On this day of , 19 , before me

personally came ,
to me known, who being by me duly sworn, did depose and say that he resides in ;

that he is the of

the corporation described in and which executed the foregoing instrument, as OWNER; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

.....

**Individual Owner**
State of New York, } ss.:
County of

On this day , 19 , before me

personally came ,

to me known and known to me to be the individual described in and who, as OWNER, executed the foregoing instrument and acknowledged to me that he executed the same.

.....

**Corporate Tenant**
State of New York, } ss.:
County of

On this day of , 19 , before me

personally came ,
to me known, who being by me duly sworn, did depose and say that he resides in ;

that he is the of

the corporation described in and which executed the foregoing instrument, as TENANT; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

.....

**Individual Tenant**
State of New York, } ss.:
County of

On this day of , 19 , before me

personally came ,

to me known and known to me to be the individual described in and who, as TENANT, executed the foregoing instrument and acknowledged to me that he executed the same.

.....

### RULES AND REGULATIONS ATTACHED TO AND MADE A PART OF THIS LEASE IN ACCORDANCE WITH ARTICLE 35.

1. The sidewalks, entrances, driveways, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by any Tenant or used for any purpose other than for ingress to and egress from the demised premises and for delivery of merchandise and equipment in a prompt and efficient manner using elevators and passageways designated for such delivery by Owner. There shall not be used in any space, or in the public hall of the building, either by any tenant or by jobbers, or others in the delivery or receipt of merchandise, any hand trucks except those equipped by rubber tires and safeguards.

2. If the premises are situated on the ground floor of the building Tenant thereof shall further, at Tenant's expense, keep the sidewalks and curb in front of said premises clean and free from ice, snow, etc.

3. The water and wash closets and plumbing fixtures shall not be used for any purposes other than those for which they were designed or constructed.

4. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the demised premises, or permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to Owner or other occupants of the building by reason of noise, odors and/or vibrations or interfere in any way with other Tenants or those having business therein.

5. No sign, advertisement, notice or other letting shall be exhibited, inscribed, painted or affixed by any Tenant on any part of the outside of the demised premises or the building or on the inside of the demised premises if the same is visible from the outside of the premises without the prior written consent of Owner, except that the name of Tenant may appear on the entrance door of the premises. In the event of the violation of the foregoing by any Tenant, Owner may remove same without any liability, and may charge the expense incurred by such removal to Tenant or Tenants violating this rule. Signs on interior doors and directory tablet shall be inscribed, painted or affixed for each Tenant by Owner at the expense of such Tenant and shall be of a size, color and style acceptable to Owner.

6. No Tenant shall mark, paint, drill into, or in any way deface any part of the demised premises or the building of which they form a part. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Owner, and as Owner may direct. No Tenant shall lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and, if linoleum or other similar floor covering is desired to be used an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.

7. Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the premises only on the freight elevators and through the service entrances and corridors, and only during hours and in a manner approved by Owner. Owner reserves the right to inspect all freight to be brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations or the lease of which these Rules and Regulations are a part.

8. Owner reserves the right to exclude from the building between the hours of 6 P.M. and 8 A.M. and at all hours on Sundays, and holidays all persons who do not present a pass to the building signed by Owner. Owner will furnish passes to persons for whom any Tenant requests same in writing. Each Tenant shall be responsible for all persons for whom he requests such pass and shall be liable to Owner for all acts of such person.

9. Owner shall have the right to prohibit any advertising by any Tenant which, in Owner's opinion, tends to impair the reputation of Owner or its desirability as a building for stores or offices, and upon written notice from Owner, Tenant shall refrain from or discontinue such advertising.

10. Tenant shall not bring or permit to be brought or kept in or on the demised premises, any inflammable, combustible or explosive fluid, material, chemical or substance, or cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors to permeate in or eminate from the demised premises.

11. Tenant shall not place a load on any floor of the demised premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Owner reserves the right to prescribe the weight and position of all safes, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant at Tenant's expense in setting sufficient in Owner's judgement to absorb and prevent vibration, noise and annoyance.

## GUARANTY

The undersigned Guarantor guarantees to Owner, Owner's successors and assigns, the full performance and observance of all the agreements to be performed and observed by Tenant in the attached Lease, including the "Rules and Regulations" as therein provided, without requiring any notice to Guarantor of nonpayment or, nonperformance, or proof, or notice of demand, to hold the undersigned responsible under this guaranty, all of which the undersigned hereby expressly waives and expressly agrees that the legality of this agreement and the agreements of the Guarantor under this agreement shall not be ended, or changed by reason of the claims to Owner against Tenant of any of the rights or remedies given to Owner as agreed in the attached Lease. The Guarantor further agrees that this guaranty shall remain and continue in full force and effect as to any renewal, change or extension of the Lease. As a further inducement to Owner to make the Lease Owner and Guarantor agree that in any action or proceeding brought by either Owner or the Guarantor against the other on any matters concerning the Lease or of this guaranty that Owner and the undersigned shall and do waive trial by jury.

..... Guarantor

dress

mises

TO

STANDARD FORM OF

Store Lease



ed 19

t per Year

t per Month

n

n

vn by ..... Checked by .....

red by ..... Approved by .....

CONFIDENTIAL

RIDER TO LEASE

40. The Tenant acknowledges that it has examined the demised premises and accepts same in its present condition. The Tenant further acknowledges that no warranties, representations, promises or agreements have been made on the part of the Owner. The Tenant acknowledges that any heating and air conditioning on the demised premises are the property of the owner. Provided the Tenant is not in default under any of the terms, covenants and conditions of this lease, Tenant may use any such heating and air conditioning equipment. Tenant covenants and agrees to keep and maintain any such heating and air conditioning equipment in good condition and repair, and shall deliver same to Owner upon expiration or termination of this lease in good condition and repair, normal wear and tear excepted.

41. Throughout the term of this lease, Tenant shall pay as additional rent, all the real estate taxes, general and special assessments, water rents, sewer charges, sewer rents, and all other governmental impositions and charges of every kind and nature, extraordinary as well as ordinary, and any taxes in lieu of the foregoing real estate taxes and assessments, all of which are referred to herein as "taxes", levied or assessed upon the demised premises including the land, building and other improvements thereon. The taxes for the first year and last year of this lease shall be prorated.

In addition to the rent payments mentioned herein, the Tenant, throughout the term of this lease and any extension thereof, shall deposit each month with the Owner, a sum equal to one-twelfth (1/12) of the annual charges for the taxes in order that the Owner shall have sufficient monies on deposit to make

payment of the taxes when said taxes are due and payable. If said monthly deposits shall not be sufficient to pay the taxes hereinabove set forth when the same are due, then the Tenant shall pay any amount necessary to make up such deficiency on or before the date when the payment of such items shall become due.

With respect to the water bills, sewer charges and sewer rents, if any, the same will be paid by the Owner and reimbursed by the Tenant as additional rent within ten (10) days after presentment of a copy of said bills to the Tenant.

42. It is the intention of this lease that it be a net net net lease and that the Owner shall receive its rent and any additional rent without any deduction for any charges or any expenses incurred in the ownership or operation of the property, with the only exception that the Owner shall be required to make any mortgage payments due on any mortgages affecting the property.

43. (a) The Tenant agrees throughout the first five (5) years of this lease, at its own cost and expense and in a manner satisfactory to the Owner, to put, keep and maintain the premises in good repair, both inside and out, including sidewalks, curbs adjoining or in front of the premises, and all connections with the street, water, electric, gas mains and sewers, and all equipment used in connection with such building including any and all replacements made by the Tenant, and the Tenant hereby agrees to make all the repairs which shall include but not be limited to ordinary as well as extraordinary, and structural; and the Tenant further agrees to maintain the premises and all operations thereof and all areas mentioned above in a manner equal to the maintenance of first-class buildings of a similar type in the County of Nassau. Owner shall not be required to supply or

perform service or services of any kind whatsoever. At the termination of this lease, Tenant agrees to deliver possession of the premises to the Owner in good condition.

(b) For the second five (5) years of this lease, the Owner shall be responsible to make structural repairs except where such structural repairs are necessitated by the acts of the Tenant, its servants, agents, employees and business invitees.

44. Tenant agrees to indemnify the Owner, its successors and assigns for any damage or liability including costs or expenses to which it may be put by reason of any injury to any person or property by reason of its use, occupation, management, possession or control of the demised premises or any of the aforementioned portions or appurtenances thereof, whether such damage or injury results from the negligence of the Tenant or otherwise, except for the Owner's negligence.

45. Tenant agrees promptly to comply with any and all laws, ordinances or orders of all municipal, State and Federal authorities, bureaus, commissions and other governmental agencies with respect to the demised premises, the sidewalks, streets or areas appurtenant thereto, and the Tenant, at its own cost and expense, will promptly comply with any such orders or ordinances involving the alterations or additions to the demised premises, structural or otherwise, of whatever size or description. Tenant further agrees to comply with and immediately execute the rules, orders, regulations and recommendations whenever issued of the New York Board of Fire Underwriters or any other similar Board or organization which may now or hereafter exercise similar power for the prevention of fires, or the orders or recommendations when they may be given of any insurance company which insures or participates in insuring the demised premises against loss by

fire or other casualty.

46. Tenant will pay for all gas, fuel, oil, electricity, heat or power used by the Tenant in the operation of the demised premises.

47. (a) Tenant, at its own cost and expense, will, throughout the term of this lease, and any extension thereof, keep and maintain the building now or hereafter erected upon the demised premises and all improvements, alterations and additions at any time erected during the demised term, and all structures and equipment in or appurtenant to the demised premises, insured for the benefit of the Owner, against loss or damage by fire, vandalism, malicious mischief, collapse, water damage or explosion or other risks now embraced by "Extended Coverage", and all other perils now covered in an "All Risk" policy to the extent of the full replacement value thereof. The amount of said insurance shall in no event be less than the amount reasonably required by the holder of any mortgage now or hereafter placed upon the fee by the owners of the fee, or by the insurance company placing the insurance, whichever is higher. It is the intention of the parties that the Owner is never to become a co-insurer. The deductible under such policy cannot exceed $500.

(b) The following insurance shall be obtained and maintained by the Tenant throughout the entire term of this lease, at Tenant's sole cost and expense, but for the mutual benefit of Owner and Tenant:

(i) General public liability insurance against claims for bodily injury, death or property damage, occurring upon, in or about the demised premises and on, in or about the adjoining streets and sidewalks, or by reason of the use, occupancy, management, operation, possession or control of the

demised premises or equipment in or appurtenant to the demised premises or by reason of any other machinery or equipment used on the said premises, in limits of $3,000,000/$5,000,000 for loss or damages for death or for bodily injuries and $250,000 for property damage, and such protection shall continue at not less than said limits until reasonably requested to be changed by the Owner, in writing, by reason of changed economic conditions making such protection inadequate.

(ii) All plate glass and other glass in the demised premises.

(iii) Rent insurance or business interruption insurance for an amount at least equal to the net rent and the additional rent provided for herein.

(iv) War risk insurance upon the building now or hereafter erected upon the demised premises as and when such insurance is included in the standard, general policy customarily issued in the locality where the demised premises are located, in an amount not less than the full insurable value thereof or the maximum coverage available.

(c) All policies of insurance provided for in sub-paragraph (b) hereof shall name the Owner and the Tenant as the insureds, as their respective interests may appear, and shall, whenever appropriate and if requested by the Owner, include the interest of the holder of any mortgage on the fee. The policy or policies of insurance provided for in sub-paragraph (a) hereof shall also name as insureds any and all mortgagees as their interests may appear.

(d) The policies mentioned above shall be separate policies or, in the event that there is a master policy, there shall be a separate clause for the benefit of the Owner insuring

only the interests of the Owner.

(e) Each policy or certificate shall contain an agreement by the insurer that such policy shall not be cancelled without at least thirty (30) days prior written notice by certified mail to the Owner and to any mortgagee named therein.

(f) The original policies shall be delivered to the Owner prior to the commencement of the term hereunder, and renewals thereof shall be delivered to the Owner not less than twenty (20) days prior to the expiration of any such policy with proof of payment of the premium therefor. In the event that Tenant fails to furnish the policy or renewal policies as herein specified, the Owner shall have the right, but not the obligation, to procure such insurance, pay the premium therefor, and charge the Tenant for such premium payment, together with interest at twelve (12%) per cent from the date of the policy to date of payment, which shall be due the first day of the following month and be deemed additional rent.

(g) All policies hereunder shall be written by responsible insurance companies licensed to do business in the State of New York.

(h) All policies furnished by the Tenant pursuant to this lease shall contain a waiver of recovery by way of subrogation against the Owner.

48. Tenant, at its own expense, shall procure and keep in effect, any and all permits and licenses that it may require in order to conduct its business at the demised premises, and shall also pay any and all charges of governmental agencies, bureaus and departments for making any inspections at the demised premises.

49. In the event of a conflict between the provisions of

Paragraphs "1" through "39" of the printed lease and the provisions of this rider attached thereto, it is agreed that the provisions of this rider shall govern.

50. Tenant shall, at its own cost and expense, promptly dispose of all garbage, ashes and waste arising from the conduct of its business in the demised premises at such times and in such manner so as to avoid any obnoxious or offensive smells or odors therefrom. Tenant further covenants and agrees, at its own cost and expense, to use all reasonable diligence in accordance with the best prevailing methods for the prevention and extermination of vermin, rats and mice in the demised premises.

51. This lease may be assigned by the Tenant on condition that (a) the Tenant or the assignee deposit with the Owner, an additional three (3) months' security to be held pursuant to Paragraph "31" of this lease; and (b)a copy of the assignment and assumption executed by the Tenant and the assignee, in recordable form, reasonably satisfactory to the Owner's attorney, be delivered to the Owner within five (5) days of its exection.

52. Tenant represents that no broker brought about this transaction, and the Tenant agrees to indemnify and hold harmless the Owner from any and all claims of any brokers including any attorneys' fees incurred by the Owner in defending such claims by any broker or brokers.

53. Tenant may erect such signs on the building at its own cost and expense provided such signs comply with all municipal and governmental laws, orders, rules and regulations, and further provided that the Tenant obtains the necessary permits therefor, and provided that the Owner consents thereto, which consent the Owner shall not unreasonably withhold.

54. (a) It is agreed that during the term of this lease, should the Owner receive an offer to purchase the demised premises, and desires to accept said offer, or should the Owner, during any such time, make an offer to sell the demised premises, the Owner shall give the Tenant ten (10) days notice in writing of such offer, setting forth the name and address of the proposed purchaser, the amount of the proposed purchase price and the other items and conditions of such offer, and the Tenant shall have the first option to purchase, or first refusal to purchase the premises which are the subject of the offer by giving written notice to the Owner of its intention to purchase the property within a period of ten (10) days after the mailing of such offer.

(b) It is understood that in the event the Tenant does not give notice of its intention to exercise such first option to purchase within said period, this lease shall still remain in full force and effect except that the first option to purchase shall thereafter cease.

(c) In the event that the Tenant decides to exercise its first option to purchase, it shall, in addition to sending of such notice to the Owner, also make a deposit in an amount equal to the deposit mentioned in the terms of the offer. In the event that the first option to purchase is exercised, the Owner will convey title in accordance with the terms of the offer by a bargain and sale deed with covenant. The closing of title in accordance with the terms of the offer shall be identical with the terms of the offer submitted. For the purpose of determining the terms of the offer, the Owner may furnish the Tenant with a copy of the proposed contract, which shall be subject to the first option rights contained in this paragraph, entered into between the proposed purchaser and the Owner and said proposed

contract shall be deemed to contain all of the terms, items and conditions of the offer referred to herein and, in that event, the Tenant in order to exercise the option, shall at the time of the exercise of the option, forward to the Owner an amount equal to the contract deposit referred to in the proposed contract.

(d) The Tenant's right of first refusal or first option to purchase shall not apply to any gift by any shareholder(s) of the Owner corporation to members of their immediate family or to any transfer by bequest, devise or intestacy or to any transfer by operation of law or by the dissolution of the Owner corporation.

(e) In the event that the premises are sold to a party other than the Tenant pursuant to the provisions of this paragraph, then the first option to purchase contained herein in favor of the named Tenant herein shall cease and be of no further force and effect.

(f) In the event the Tenant exercises the first option to purchase, it shall not receive credit for any brokerage commissions that may have been payable under any agreement by the Owner with a third party.

55. Anything to the contrary notwithstanding, the Tenant shall look solely to the equity of the Owner in the property of which the demised premises forms a part for the satisfaction of the remedies of the Tenant in the event of a breach by the Owner of any of the covenants and conditions of this lease.

56. Any obligations of the Tenant hereunder to pay rent, additional rent or any other charges due hereunder shall survive the termination of this lease.

57. This lease has been prepared and submitted to the Tenant for his signature upon the express understanding that the

same is not to be considered deemed binding upon the Owner until the Owner executes and delivers same.

58. Amplifying the provisions of Paragraph "31", the Tenant agrees that the amount of security to be held by the Owner shall at all times equal three (3) months of the then current base rent and the Tenant agrees to deposit such additional sums as are required to bring the security up to equal the then three (3) months current rent, and such sum shall be payable within ten (10) days of demand and shall be deemed additional rent hereunder.

59. The Tenant agrees to accept the premises in their "as is" condition.

60. Raj K. Chopra and Vipin Patel will, at the time of the execution of this lease, excecute a guarantee to the effect that in the event of a breach of the lease by the Tenant, they, jointly and severally, will guarantee the payment of one year's rent that will become due following such breach of the lease and such rent shall also include all additional rents hereunder.(*)

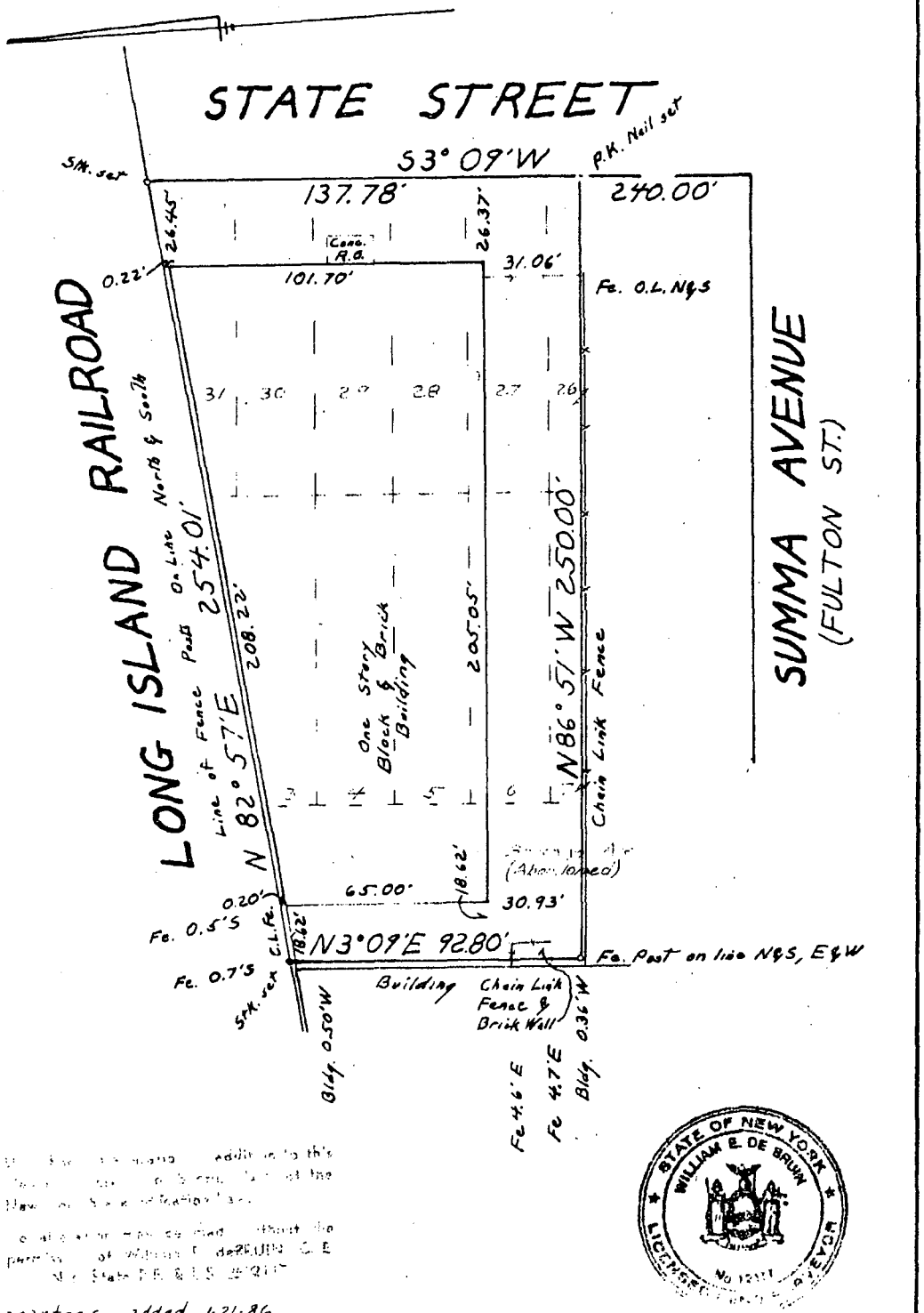
61. Security shall be deposited in an interest-bearing account and the Owner shall be entitled to retain one (1%) per cent.

(*) By executing this lease we hereby guarantee, jointly & severally, as per paid 60.

Raj K. Chopra

Vipin K. Patel

NASSAU COUNTY LAND & TAX MAP – SEC. 11 BLK. 181 LOT




Guarantees added 1-21-86

SURVEYED FOR

LOTS Part of 1, 7, 26 & Brooklyn Ave (Abandoned) 3, 4, 5, 6, 27, 28, 29, 30 & 31.

BLOCK 57

MAP OF 2nd City of New Cassel

LOCATION New Cassel, New York

GUARANTEED TO C&O Realty Co., Chicago Title Insurance Co Beacon Federal Savings & Loan Association

DRAWING No 3957G-57 for William E. de Bruin PLS

**de Bruin & King**

**CIVIL ENGINEER AND SURVEYORS**

Successors to Carroll McLaughlin

163 Rockaway Ave., Garden City, N. Y.

Survey Oct 29, 1984

SCALE 1" = 40 STK OUT LOCATION TO DATE

TITLE No. 850502212

MEASUREMENTS U. S. STANDARD

BUILDER'S JOB NO.

DRAWN BY TdeB 10/30/84

CHECKED BY PdeB 11/5/84

CONFIDENTIAL

Nassau County Clerk
RECORDS OFFICE
RECORDING PAGE

Deed Number (RETT):
RERE 019923

Type of Instrument: Deed

Control No: 199704114036

C & O REALTY CO

125 STATE REALTY CORP

Recorded: 4/11/1997
At: 9:13:03 AM
In Liber: 10765
Of: Deed Book
From Page: 0646
Through Page: 0648

Refers to Liber: 00000
Of:
Page: 0000

| Location: | Section: | Block: | Lot: | Unit: |
|---|---|---|---|---|
| N. Hempstead (2822) | 00000011 | 00181-00 | 00084 | |

EXAMINED AND CHARGED AS FOLLOWS:

Consider Amt $ .00

Received The Following Fees For Above Instrument

| | | Exempt | | | Exempt |
|---|---|---|---|---|---|
| Recording $ | 24.00 | NO | Equal/Cty $ | 5.00 | NO |
| GAINS | | | State Fee $ | 4.75 | NO |
| St.Fee/Cty $ | .25 | NO | Trans Tax | | |
| | | | Surchg/NYS $ | 22.00 | NO |
| Surchg/Cty $ | 3.00 | NO | | | |

Fees Paid: $ 59.00

Deed Number (RETT): RERE 019923

THIS PAGE IS A PART OF THE INSTRUMENT

PFC001

Karen V. Murphy
County Clerk, Nassau County

199704114036

CONFIDENTIAL

Standard N.Y.B.T.U. Form 8003– – –Warranty Deed With Full Covenants–Individual or Corporation (single sheet)

**CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY**

**THIS INDENTURE,** made the 31st day of ~~February~~ MARCH, nineteen hundred and ninety-seven

**BETWEEN** C & O REALTY CO., a New York partnership, having an office at 50 Urban Avenue, Westbury, N.Y.

party of the first part, and 125 STATE REALTY CORP., a New York corporation having an office at 50 Urban Avenue, Westbury, N.Y.

party of the second part,

**WITNESSETH,** that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at New Cassel, near Westbury in the Town of North Hempstead, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the Westerly side of State Street distant 240.00 feet Northerly from the corner formed by the intersection of the Westerly side of State Street with the Northerly side of Summa Avenue;

Running thence North 86 degrees 51 minutes 00 seconds West 250.00 feet

Thence North 3 degrees 9 minutes 00 seconds East 92.80 feet to the Southerly line of the Long Island Railroad;

Thence along the Southerly line of the Long Island Railroad North 82 degrees 57 minutes 00 seconds East 254.01 feet to the Westerly side of State Street;

Thence along the Westerly side of State Street South 3 degrees 9 minutes 00 seconds West 137.38 feet to the point or place of BEGINNING.

SAID premises being known as and by the street address 125 State Street, New Cassel, N.Y. and as Section 11 Block 181 Lot 84 on the land and tax map of Nassau County.

SUBJECT to mortgage of record

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

SEC. 11
BL. 181
LOT 84

AND the party of the first part covenants as follows: that said party of the first part is seized of the said premises in fee simple, and has good right to convey the same; that the party of the second part shall quietly enjoy the said premises; that the said premises are free from incumbrances, except as aforesaid; that the party of the first part will execute or procure any further necessary assurance of the title to said premises; and that said party of the first part will forever warrant the title to said premises.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

**IN WITNESS WHEREOF,** the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

CO 00122

C & O REALTY CO

By: William Gross

By: Joseph A. Weal

CONFIDENTIAL

On the 21st day of ~~February~~ March 19 97, before me personally came William Gross

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Audrey Teitler
Notary Public
AUDREY TEITLER
Notary Public, State of New York
No 01TE4505474
Qualified in Nassau County
Commission Expires November 30, 1997

STATE OF NEW YORK, COUNTY OF SS:

On the day of 19 , before me personally came
to me known, who, being by me duly sworn, did depose and say that he resides at No.
;
that he is the
of
, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed h name thereto by like order.

STATE OF NEW YORK, COUNTY OF Nassau

On the 21st day of ~~February~~ March 19 97, before me personally came Joseph Albert

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Audrey Teitler
Notary Public
AUDREY TEITLER
Notary Public, State of New York
No 01TE4505474
Qualified in Nassau County
Commission Expires November 30, 1997

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came
the subscribing witness to the foregoing instrument, w whom I am personally acquainted, who, being by me d sworn, did depose and say that he resides at No.

that he knows

to be the individua described in and who executed the foregoing instrume that he, said subscribing witness, was present and s execute the same; and that he, said witne at the same time subscribed h name as witness there

# Warranty Deed

WITH FULL COVENANTS

TITLE NO.

TO

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

*Distributed by*

**CHICAGO TITLE INSURANCE COMPANY**

SECTION 11

BLOCK 181

LOT 84

COUNTY OR TOWN North Hempstead

Recorded at Request of
CHICAGO TITLE INSURANCE COMPANY

Return by Mail to

MURRAY H. GREENSPAN, ESQ
666 Old Country Rd
Garden City NY 11530

Zip No.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

CO 00123

CONFIDENTIAL

PUBLISHER, NYC 10013

# This Agreement BETWEEN

125 STATE STREET REALTY CORP., a New York corporation having its office at 50 Urban Avenue, Westbury, New York *as Landlord*

*and*

EFFICIENCY SYSTEMS CO., INC., a New York corporation having an office at 45 Urban Avenue, Westbury, New York

*as Tenant*

**Witnesseth:** *The Landlord hereby leases to the Tenant the following premises:*

125 State Street, Westbury, N.Y.

*for the term of* two (2) years

*to commence from the* 15th *day of* August *1998 and to end on the*

14th *day of* August , 2000 *to be used and occupied only for*

warehouse and offices

*upon the conditions and covenants following:*

**1st.** *That the Tenant shall pay the annual rent of* EIGHTY FIVE THOUSAND ($85,000.00) Dollars

*said rent to be paid in equal monthly payments in advance on the* 15th *day of each and every month during the term aforesaid, as follows:* The constant monthly sum of $7,083.33

**2nd.** *That the Tenant shall take good care of the premises and shall, at the Tenant's own cost and expense make all repairs* except structural

*and at the end or other expiration of the term, shall deliver up the demised premises in good order or condition, damages by the elements excepted.*

**3rd.** *That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body, at the Tenant's own cost and expense.*

**4th.** *That the Tenant, successors, heirs, executors or administrators shall not assign this agreement, or underlet or underlease the premises, or any part thereof, or make any alterations on the premises, without the Landlord's consent in writing; or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the term herein shall immediately cease and determine at the option of the Landlord as if it were the expiration of the original term.*

**5th.** *Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Premises can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Premises are unusable. If part of the Premises can not be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Premises is usable. Landlord need only repair the damaged structural parts of the Premises. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.*

*If the fire or other casualty is caused by an act or neglect of Tenant, Tenant's employees or invitees, or at the time of the fire or casualty Tenant is in default in any term of this Lease, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.*

*Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Landlord may cancel this Lease within 30 days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Premises to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to repair the Premises or Building. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section is intended to replace the terms of New York Real Property Law Section 227.*

CONFIDENTIAL

[illegible] Tenant agrees that the said Landlord and the Landlord's agents and other representatives shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

7th. The Tenant also agrees to permit the Landlord or the Landlord's agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that on and after the sixth month, next preceding the expiration of the term hereby granted, the Landlord or the Landlord's agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale", and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

8th. That if the said premises, or any part thereof shall be deserted or become vacant during said term, or if any default be made in the payment of the said rent or any part thereof, or if any default be made in the performance of any of the covenants herein contained, the Landlord or representatives may re-enter the said premises by force, summary proceedings or otherwise, and remove all persons therefrom, without being liable to prosecution therefor, and the Tenant hereby expressly waives the service of any notice in writing of intention to re-enter, and the Tenant shall pay at the same time as the rent becomes payable under the terms hereof a sum equivalent to the rent reserved herein, and the Landlord may rent the premises on behalf of the Tenant, reserving the right to rent the premises for a longer period of time than fixed in the original lease without releasing the original Tenant from any liability, applying any moneys collected, first to the expense of resuming or obtaining possession, second to restoring the premises to a rentable condition, and then to the payment of the rent and all other charges due and to grow due to the Landlord, any surplus to be paid to the Tenant, who shall remain liable for any deficiency.

9th. Landlord may replace, at the expense of Tenant, any and all broken glass in and about the demised premises. Landlord may insure, and keep insured, all plate glass in the demised premises for and in the name of Landlord. Bills, for the premiums therefor shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the said premises, caused by the carelessness, negligence or improper conduct on the part of the said Tenant or the Tenant's agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

10th. That the Tenant shall neither encumber nor obstruct the sidewalk in front of, entrance to, or halls and stairs of said premises, nor allow the same to be obstructed or encumbered in any manner.

11th. The Tenant shall neither place, or cause or allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to said premises or any other part of same, except in or at such place or places as may be indicated by the Landlord and consented to by the Landlord in writing. And in case the Landlord or the Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint the said premises or the building wherein same is situated or make any other repairs, alterations or improvements in or upon said premises or building or any part thereof, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense, whenever the said repairs, alterations or improvements shall be completed.

12th., That the Landlord is exempt from any and all liability for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building or from any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury be caused by or be due to the negligence of the Landlord.

13th. That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, re-possess and enjoy. The said Tenant hereby expressly waives the service of any notice in writing of intention to re-enter.

14th. That this instrument shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease, irrespective of the date of recording and the Tenant agrees to execute without cost, any such instrument which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instrument shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of cancelling this lease without incurring any expense or damage and the term hereby granted is expressly limited accordingly.

15th. The Tenant has this day deposited with the Landlord the sum of $ 7,083.33 as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this lease upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of said terms, covenants and conditions on Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

16th. That the security deposited under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

17th. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments or of any and all their Departments and Bureaus, applicable to said premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to the Tenant five days' notice in writing of the Landlord's intention so to do, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof. Such notice may be given by mail to the Tenant addressed to the demised premises.

18th. Tenant shall pay to Landlord the rent or charge, which may, during the demised term, be assessed or imposed for the water used or consumed in or on the said premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed, and will also pay the expenses for the setting of a water meter in the said premises should the latter be required. Tenant shall pay Tenant's proportionate part of the sewer rent or charge imposed upon the building. All such rents or charges or expenses shall be paid as additional rent and shall be added to the next month's rent thereafter to become due.

19th. That the Tenant will not nor will the Tenant permit undertenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to pay on demand any such increase.

20th. The failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.

21st. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to the Tenant.

**22nd.** *If after default in payment of rent or violation of any other provision of this lease, or upon the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of lease, or prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.*

**23rd.** *In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained; and it is mutually agreed between Landlord and Tenant that the respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this lease, the Tenant's use or occupancy of said premises, and/or any claim of injury or damage.*

**24th.** *The Tenant waives all rights to redeem under any law of the State of New York.*

**25th.** *This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the condition of supply and demand which have been or are affected by war or other emergency.*

**26th.** *No diminution or abatement of rent, or other compensation, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the building or to its appliances, nor for any space taken to comply with any law, ordinance or order of a governmental authority. In respect to the various "services," if any, herein expressly or impliedly agreed to be furnished by the Landlord to the Tenant, it is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such "service" or to some other cause, not gross negligence on the part of the Landlord. No such interruption or curtailment of any such "service" shall be deemed a constructive eviction. The Landlord shall not be required to furnish, and the Tenant shall not be entitled to receive, any of such "services" during any period wherein the Tenant shall be in default in respect to the payment of rent. Neither shall there be any abatement or diminution of rent because of making of repairs, improvements or decorations to the demised premises after the date above fixed for the commencement of the term, it being understood that rent shall, in any event, commence to run at such date so above fixed.*

**27th.** *Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy or because a prior Tenant or any other person is wrongfully holding over or is in wrongful possession, or for any other reason. The rent shall not commence until possession is given or is available, but the term herein shall not be extended.*

SEE RIDER ATTACHED HERETO AND MADE PART HEREOF

*And the said Landlord doth covenant that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided however, that this covenant shall be conditioned upon the retention of title to the premises by the Landlord.*

And it is mutually understood and agreed *that the covenants and agreements contained in the within lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.*

In Witness Whereof, *the parties have interchangeably set their hands and seals (or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed) this day of* August *19* 98

*Signed, sealed and delivered in the presence of*

125 STATE STREET REALTY CORP.

By: _____ *L. S.*

_____ *L. S.*

EFFICIENCY SYSTEMS CO., INC.

By: _____ *L. S.*

CONFIDENTIAL

RIDER ATTACHED TO AND FORMING PART OF LEASE
Between
125 STATE STREET REALTY CORP., Landlord
and
EFFICIENCY SYSTEMS CO., INC., as Tenant

For Premises: 125 State Street, Westbury, New York 11590

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28. In the event of a conflict between the provisions of Paragraphs "1" to "27" of the printed lease and the provisions of this rider attached thereto, the provisions of this rider shall govern.

29. This lease shall be construed and enforced in accordance with the laws of the State of New York and any action or proceeding concerning this lease or anything arising out of this lease shall be brought and maintained only in Nassau County, State of New York. Tenant expressly warrants and represents that it will not record this lease, but Landlord will, upon Tenant's request and at Tenant's cost, including Landlord's reasonable legal fees, execute a Memorandum of Lease which Tenant may record.

30. All payments due hereunder other than for the annual rent shall be deemed additional rent for the nonpayment of which the Landlord shall have all rights and remedies that it shall have for the nonpayment of rent. The obligation of the Tenant to pay the same shall survive the expiration of this lease.

31. In order to induce the Landlord to enter into this lease, Tenant specifically warrants and represents that Corporate National Realty Inc. is the real estate broker who brought about this transaction, and the Tenant agrees to hold the Landlord harmless from any claim or claims by any other broker or brokers, including reasonable attorneys' fees incurred in defending any such claim or claims.

32. The Tenant shall be responsible for the cost of all utilities attributable to the use of the demised premises, including but not limited to electric, heat, water and sewer, if applicable.

33. Tenant, at its own cost and expense, shall maintain its own cleaning service with respect to the interior of the demised premises. In that connection, in the event the Tenant fails to provide the necessary cleaning service, as determined by the Landlord, the Landlord may, at its option, engage such services, and the cost of same shall be paid by the Tenant as additional rent.

34. If any item of rent or additional rent is not paid within 5 days after the due date of such payment, there shall be a charge of 4% of the payment due, as an administrative charge to help defray the landlord's expenses occasioned by the late payment. Said charge shall be construed as additional rent and shall be due and payable with the next monthly installment of rent due. The payment of the aforesaid charge on the part of the Tenant shall not be deemed a waiver of any and all other remedies available to the Landlord under the provisions of the within lease.

35. (a) Throughout the term of this lease, Tenant, at its sole cost and expense, shall obtain general public liability insurance against claims for bodily injury, death or property damage occurring upon, in or about the demised premises and on or in and about the adjoining sidewalks or by reason of the use, occupancy, management, operation, possession or control of the demised premises or any equipment located therein in the limits of $1,000,000.00/$3,000,000.00 for loss or damage for death or for bodily injury, and $100,000.00 for property damage.

(b) Such policy shall name the Landlord and the Tenant as the insureds, as their respective interests may appear and shall, whenever appropriate, and if requested by the Landlord, include the interest of the holder of any mortgage on the fee.

(c) Such policy shall contain an agreement by the insurer that the policy shall not be cancelled without at least thirty (30) days' prior written notice by certified mail to the landlord, and to any mortgagee named therein.

(d) The original policy shall be delivered to the Landlord within ten (10) days after the execution of this lease and renewals thereof shall be delivered to the Landlord not less than thirty (30) days prior to the expiration of any such policy, together with proof of payment of the premium therefor. In the event that the Tenant fails to furnish the policy or

renewal policy, the Landlord shall have the right, but not the obligation, to procure such insurance, pay the premium therefor, and charge the Tenant for such premium payment together with interest at 9% per annum from the date of the policy to the date of payment, which shall be due on the first day of the following month and be deemed additional rent.

(e) The said policy shall be written by a responsible insurance company licensed to do business in the State of New York and having a rating of B+ or better in A.M. Best & Company Rating Guide as revised from time to time. Said policy shall contain a waiver of recovery by way of subrogation against the Landlord.

36. (a) Provided the Tenant is not in default hereunder, Tenant shall have an option to extend this lease for a period of three (3) years from August 15, 2000 to August 14, 2003 upon the same terms and conditions herein, except that the rental for such extended period shall be $110,500.00 payable in constant monthly installments of $9,208.33. Said option must be exercised in writing by certified mail return receipt requested no later than May 1, 2000.

(b) Provided the Tenant has exercised the option herein, the Tenant shall, during the last two months of the third year of the option, receive a credit against the monthly rent for such two months based on the actual expenditures that the Tenant has made for renovating the existing offices. Such expenditures shall be evidenced by bills therefor and copies of the cancelled checks in payment thereof. The expenditures allowed under this provision cannot exceed the monthly rent for said two months.

37. The Tenant has inspected the premises and the Landlord agrees that on the commencement of this lease, the roof shall be free of leaks, that the heating, electric and plumbing systems are in working order, and all personnel and overhead doors and locks are in working order. The Landlord also agrees that the current sprinklers in the rear of the warehouse are to be raised or removed at the Landlord's discretion. Landlord also agrees that the backflow device for the water system is to be in working order and will be the Landlord's responsibility to maintain provided the same has not been damaged by the Tenant, its agents, servants, employees or invitees.

38. Attached hereto and made a part hereof is a survey by de Bruin & King dated October 29, 1984.

39. Tenant hereby agrees not to generate, store, manufacture, refine, transport, treat, dispose of or otherwise permit to be present on or about the demised premises, any hazardous or toxic wastes, contaminants or materials which may now or hereafter be designated as such under any federal, state or local statute, rule or regulation (collectively, Hazardous Materials). Tenant shall comply with any and all laws, rules, regulations and orders with respect to the discharge and removal of any Hazardous Materials and keep the demised premises free of any lien imposed pursuant to such laws, regulations, rules or orders. In the event that Tenant fails to comply with the covenants hereinabove set forth, Landlord may, in addition to any other remedies set forth herein or otherwise, cause any Hazardous Materials to be removed from the demised premises at Tenant's sole cost and expense. Any costs or expenses incurred by Landlord for such purpose shall be immediately due and payable by Tenant as additional rent, together with interest thereon. Tenant shall provide Landlord and its agents and employees access to the demised premises for the purpose of removing any Hazardous Materials located thereon. Landlord shall have the right, at any time, at Tenant's sole expense, to conduct an environmental audit of the demised premises by such persons appointed by Landlord if Landlord reasonably believes that the provisions of this paragraph 33 have been violated by Tenant or by any subtenant or occupant in possession of the demised premises or any portion thereof. Tenant shall save, defend, indemnify and hold harmless Landlord from and against any and all loss, cost, damage and expense (including, without limitation, consequential damages and attorneys' fees and disbursements) which Landlord may sustain by reason of the assertion against Landlord by any governmental authority or any other party of any claim relating to the presence of Hazardous Materials on or the removal thereof from the demised premiss caused by Tenant or any subtenant or occupant of the demised premises. The foregoing indemnification shall survive the expiration or sooner termination of this lease.

40. In the event Tenant shall be in default in the terms of this lease, either for nonpayment of rent, additional rent or otherwise, and summary proceedings are commenced by Landlord, in addition to any other remedies to which Landlord may be entitled, Tenant shall pay reasonable attorney's fees, which amount shall be deemed as additional rent.

41. All notices hereunder shall be given in writing by certified mail, postage prepaid, and shall be addressed to the parties at the above addresses indicated. Either party may designate such other address by notice given pursuant to this provision. Notice shall be deemed given when mailed.

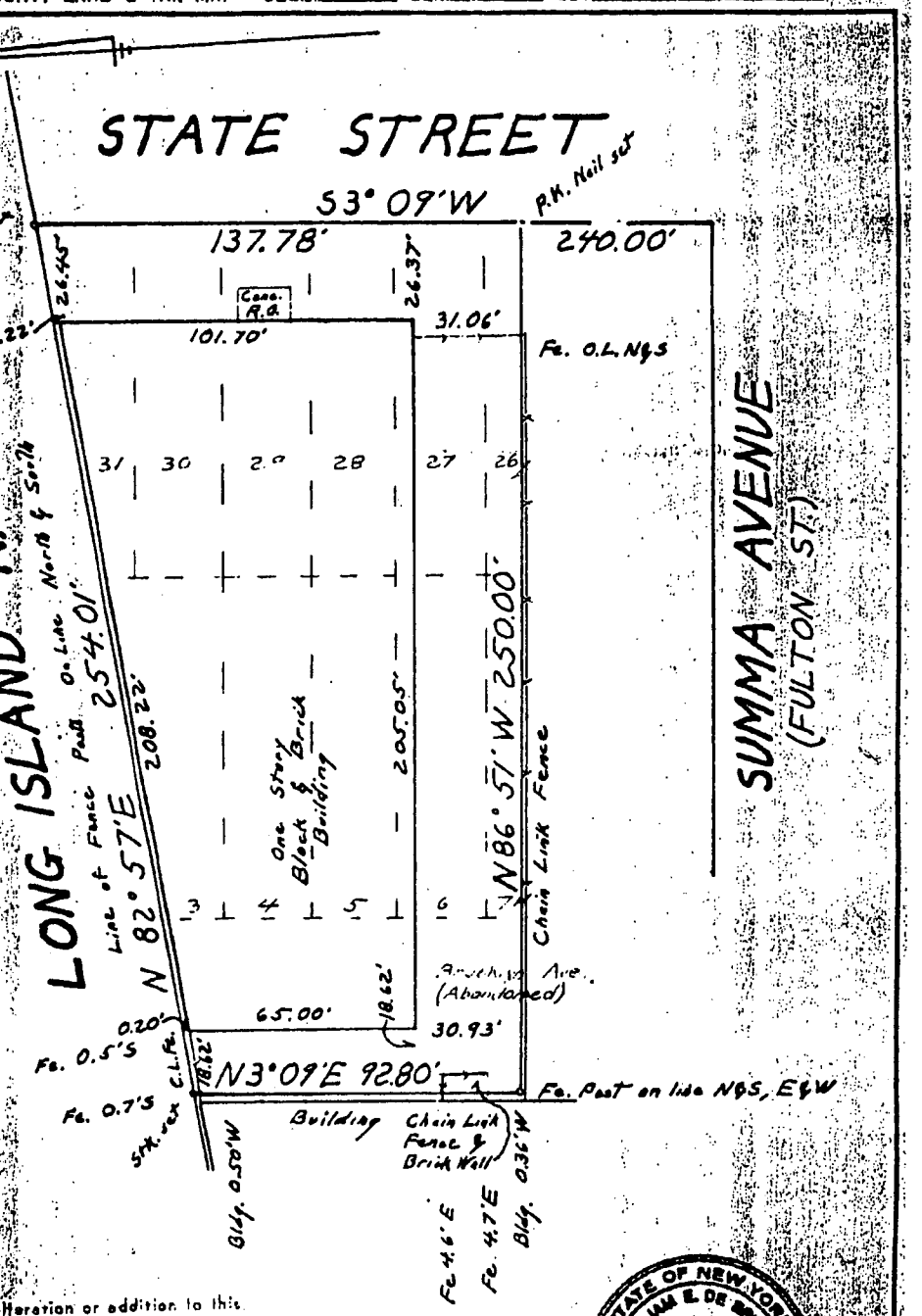
125 STATE STREET REALTY CORP.

By: _____

EFFICIENCY SYSTEMS CO., INC.

By: _____

NASSAU COUNTY LAND & TAX MAP – SEC. 11 BLK. 181 LOT




Unauthorized alteration or addition to this plan is a violation of Section 7209 of the New York State Education Law.

No alteration may be made without the permission of William E. deBRUIN, C.E. N.Y. State P.E. & L.S. #12117

Guarantees added 1-21-86

STATE OF NEW YORK
WILLIAM E. DE BRUIN
No. 12117
LICENSED LAND SURVEYOR

SURVEYED FOR

Part of 7, 26 & Brooklyn Ave (Abandoned)

LOTS 3, 4, 5, 6, 27, 28, 29, 30 & 31

BLOCK 57

MAP OF City of New Cassel

LOCATION New Cassel, New York

GUARANTEED TO C & O Realty Co., Chicago Title Insurance Co. Beacon Federal Savings & Loan Association

TITLE NO. 850502212

DRAWING No. 3957G-57 for William E. de Bruin PLS

CHECKED BY Pde B. 11/5/84

**de Bruin & King**

CIVIL ENGINEER AND SURVEYORS

Successors to Carroll McLaughlin

163 Rockaway Ave., Garden City, N.Y.

Survey Oct. 29, 1984

STK. OUT

SCALE 1" = 40 LOCATION

TO DATE

MEASUREMENTS U.S. STANDARD

BUILDERS JOB NO.

CONFIDENTIAL

State of New York, } ss.:
County of

*On the day of 19 , before me personally came*

*to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that he executed the same.*

State of New York, } ss.:
County of

*On the day of 19 , before me personally came*

*to me known, who, being by me duly sworn, did depose and say that he resides at No.*

*that he is the of*

*the corporation mentioned in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of of said corporation; and that he signed h name thereto by like order.*

# Lease

*Dated* _____ *19*

**In Consideration** *of the letting of the premises within mentioned to the within named Tenant and the sum of $1.00 paid to the undersigned by the within named Landlord, the undersigned do hereby covenant and agree, to and with the Landlord and the Landlord's legal representatives, that if default shall at any time be made by the said Tenant in the payment of the rent and the performance of the covenants contained in the within lease, on the Tenant's part to be paid and performed, that the undersigned will well and truly pay the said rent, or any arrears thereof, that may remain due unto the said Landlord, and also pay all damages that may arise in consequence of the non-performance of said covenants, or either of them, without requiring notice of any such default from the said Landlord. The undersigned hereby waives all right to trial by jury in any action or proceeding hereinafter instituted by the Landlord, to which the undersigned may be a party.*

**In Witness Whereof,** *the undersigned ha set hand and seal this day of , 19*

*WITNESS*

_____ *L. S.*

CONFIDENTIAL

NC CLERK

NASSAU COUNTY CLERK'S OFFICE
ENDORSEMENT COVER PAGE

Recorded Date: 08-17-2004
Recorded Time: 1:34:17 p

Liber Book: D 11830
Pages From: 50
To: 53

Control
Number: 1866
Ref #: RE 002238
Doc Type: D01 DEED

Record and Return To:
CHM ABSTRACT LLC
380 RECTOR PLACE
NEW YORK, NY 10280

| Location: | Section | Block | Lot | Unit |
|---|---|---|---|---|
| N. HEMPSTEAD (2822) | 0011 | 00181-00 | 00084 | |

Consideration Amount: 1,120,000.00

| | |
|---|---|
| Taxes Total | 4,480.00 |
| Recording Totals | 102.00 |
| Total Payment | 4,582.00 |

KAL001

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED
KAREN V. MURPHY
COUNTY CLERK

2004081701866

CONFIDENTIAL

--Bargain and Sale Deed, with Covenant against Grantor's Acts--Individual or Corporation (single sheet)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT--THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 30 day of January, two thousand four

BETWEEN 125 STATE STREET REALTY CORP., a New York corporation having an office at 50 Urban Avenue, Westbury, New York 11590

party of the first part, and

OLD COUNTRY REALTY CORP., a New York corporation having an office at 125 State Street, Westbury, New York 11590

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at New Cassel, near Westbury in the Town of North Hempstead, County of Nassau and State of New York, which property is more particularly bounded and described on Schedule A annexed hereto and made a part hereof.

SUBJECT TO covenants, easements, agreements of record, if any, now in force and effect

SAID PREMISES also known as 125 State Street, Westbury, New York 11590

BEING THE SAME PREMISES conveyed to the Grantor by Deed from C & O Realty Co. dated 3/21/97 and recorded on 4/11/97 in liber 10765 Page 646

TAX MAP DESIGNATION

Dist.
Sec. 11
Blk. 181
Lot(s): 84

The party of the second part has made, executed and delivered to the party of the first part a purchase money mortgage in the sum of $840,000.00 with interest which purchase money mortgage is intended to be recorded simultaneously herewith.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

125 STATE STREET REALTY CORP.

By: William Gross
WILLIAM GROSS, President

CONFIDENTIAL

SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being at New Cassel, near Westbury in the Town of North Hempstead, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of State Street distant 240.00 feet northerly from the corner formed by the intersection of the westerly side of State Street with the northerly side of Summa Avenue;

RUNNING THENCE north 86 degrees 51 minutes 00 seconds west 250.00 feet;

THENCE north 3 degrees 9 minutes 00 seconds east 92.80 feet to the southerly line of the Long Island Railroad;

THENCE along the southerly line of the Long Island Railroad north 82 degrees 57 minutes 00 seconds east 254.01 feet to the westerly side of State Street;

THENCE along the westerly side of State Street south 3 degrees 9 minutes 00 seconds west 137.38 feet to the point or place of BEGINNING.

CONFIDENTIAL

STATE OF NEW YORK, COUNTY OF NASSAU ss.:

On the 30 day of JANUARY, 2004 before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM GROSS 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.

Murray H. Greenspan
Notary Public

MURRAY H. GREENSPAN
Notary Public, State of New York
No. 02GR6658030
Qualified in Nassau County
Commission Expires Sept. 30, 2006

STATE OF NEW YORK, COUNTY OF ss.:

On the day of 2002 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 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.

STATE OF NEW YORK, COUNTY OF ss.:

On the day of 2002 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 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.

STATE OF NEW YORK, COUNTY OF ss.:

On the day of 2002 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 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.

## *Bargain and Sale Deed*

**With Covenant Against Grantor's Acts**

TITLE NO. CHM-9499-N

125 STATE STREET REALTY CORP.

TO

OLD COUNTRY REALTY CORP.

| | |
|---|---|
| SECTION | 11 |
| BLOCK | 181 |
| LOT | 84 |
| COUNTY OR TOWN | NASSAU |
| TAX BILLING ADDRESS | |

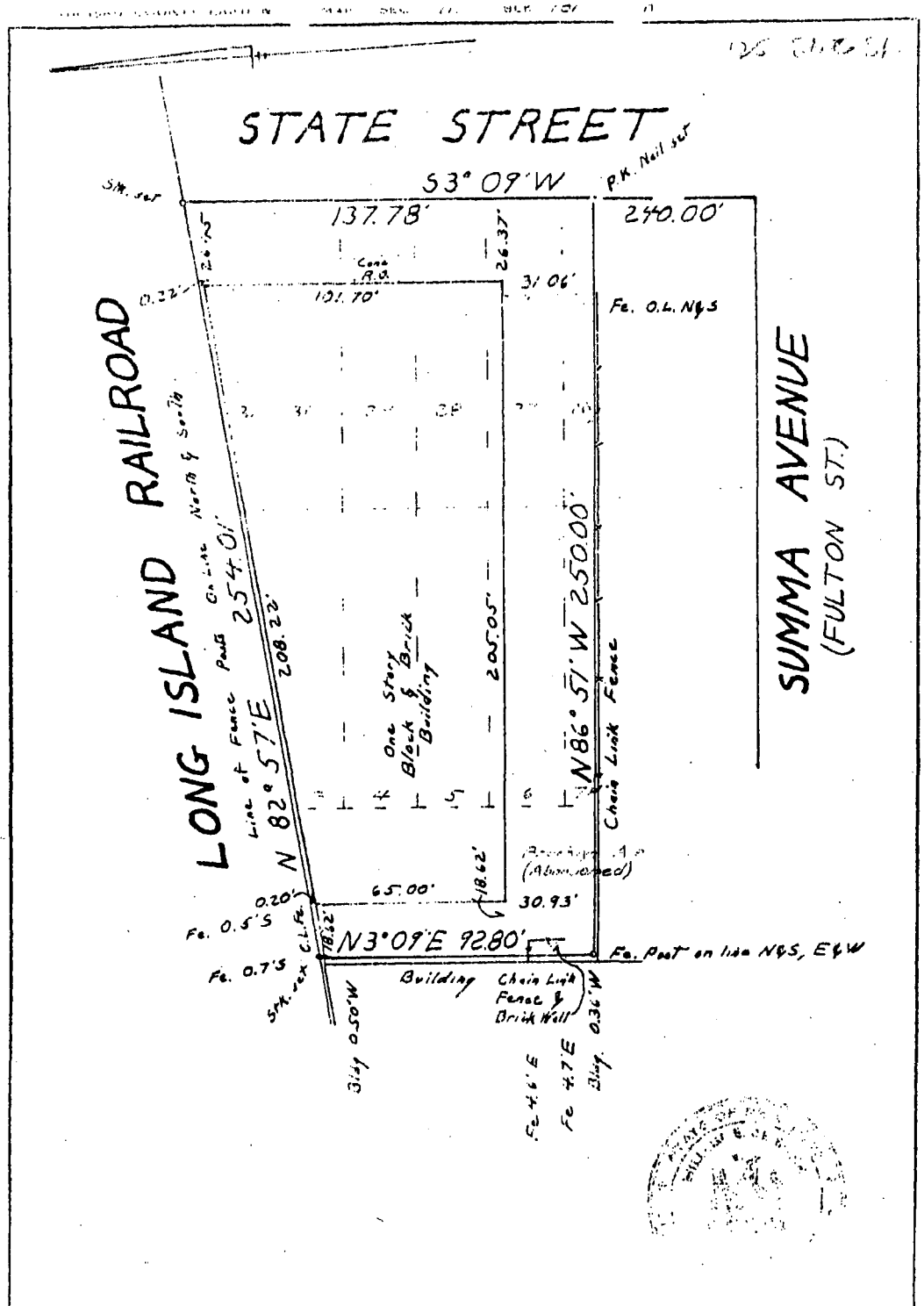
**RETURN BY MAIL TO:**

CHM Abstract, LLC
380 Rector Place
New York, NY 10280-1441

RESERVE THIS SPACE FOR USE OF RECORDING

CONFIDENTIAL

Exhibit E




SURVEYED FOR

LOTS Part of 3, 7 & 8 Brooklyn Ave (Abandoned) 3, 4, 5, 6, 27, 28, 29, 30 & 31

BLOCK 57

MAP OF City of New Cassel

LOCATION New Cassel, New York

GUARANTEED TO

DRAWING No 3957G-57

**de Bruin & King**

**CIVIL ENGINEER AND SURVEYORS**

Successors to Carroll McLaughlin

163 Rockaway Ave., Garden City, N. Y.

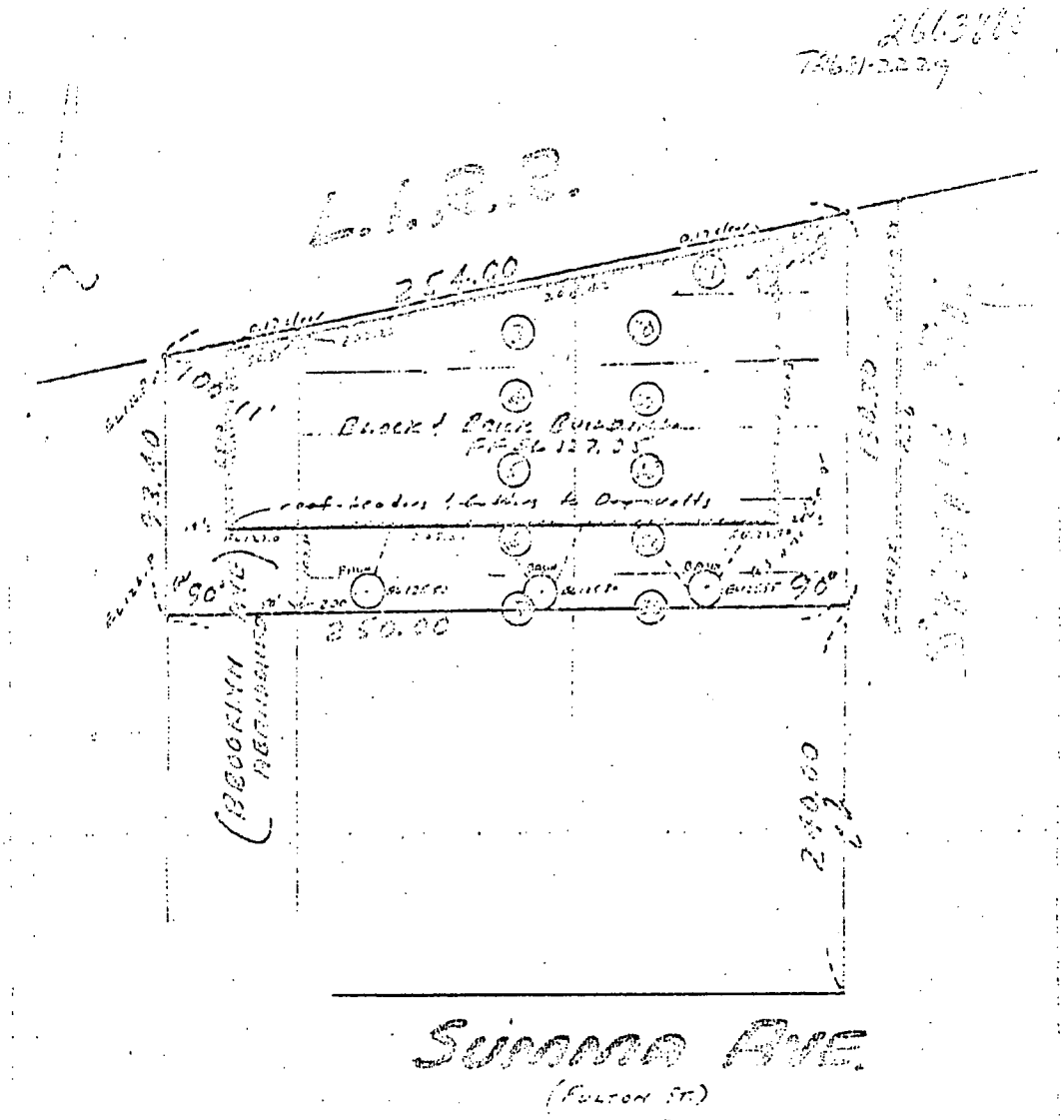
Survey Oct. 29, 1984

SCALE 1" = 40' STK OUT LOCATION TO DATE

TITLE NO.

MEASUREMENTS U. S. STANDARD

DRAWN BY Fdc B 10/30/84




MAP OF [illegible]

LOT - [illegible] BLOCK - 57 DATE - [illegible]

[illegible] New Cassel, Nassau County, New York

PREPARED FOR - The Title Guarantee Co.

[illegible] The Roslyn Savings Bank

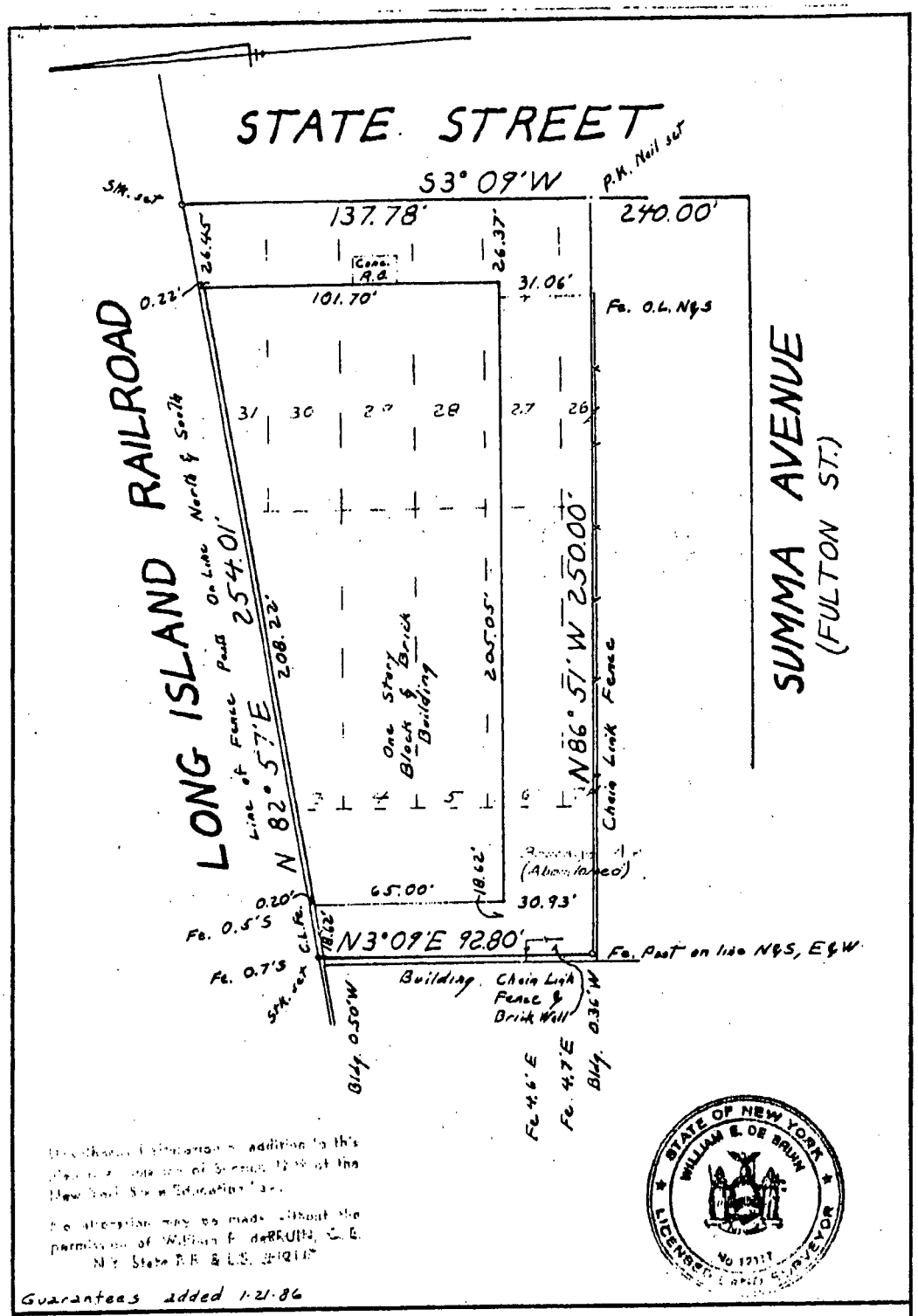
BY [illegible] SURVEYOR LIC. NO. 20195

WILLIAM S. ALCH
2 PINE ROAD SYOSSET
NEW YORK

UTILITIES - [illegible] WATER GAS SEWERS

FILE NO [illegible]

CONFIDENTIAL




Guarantees added 1-21-86

SURVEYED FOR

LOTS Part of 1, 2 & Brooklyn Ave (Abandoned) 3, 4, 5, 6, 27, 28, 29, 30 & 31

BLOCK 57

MAP OF 2nd City of New Cassel

LOCATION New Cassel, New York

GUARANTEED TO C & O Realty Co., Chicago Title Insurance Co. Beacon Federal Savings & Loan Association

DRAWING No. 3957G-57 for William E. de Bruin Esq.

**de Bruin & King**

**CIVIL ENGINEER AND SURVEYORS**

Successors to Carroll McLaughlin

163 Rockaway Ave., Garden City, N. Y.

Survey Oct. 29, 1984

STK. OUT

SCALE 1" = 40' LOCATION

TO DATE

TITLE No. 850502212

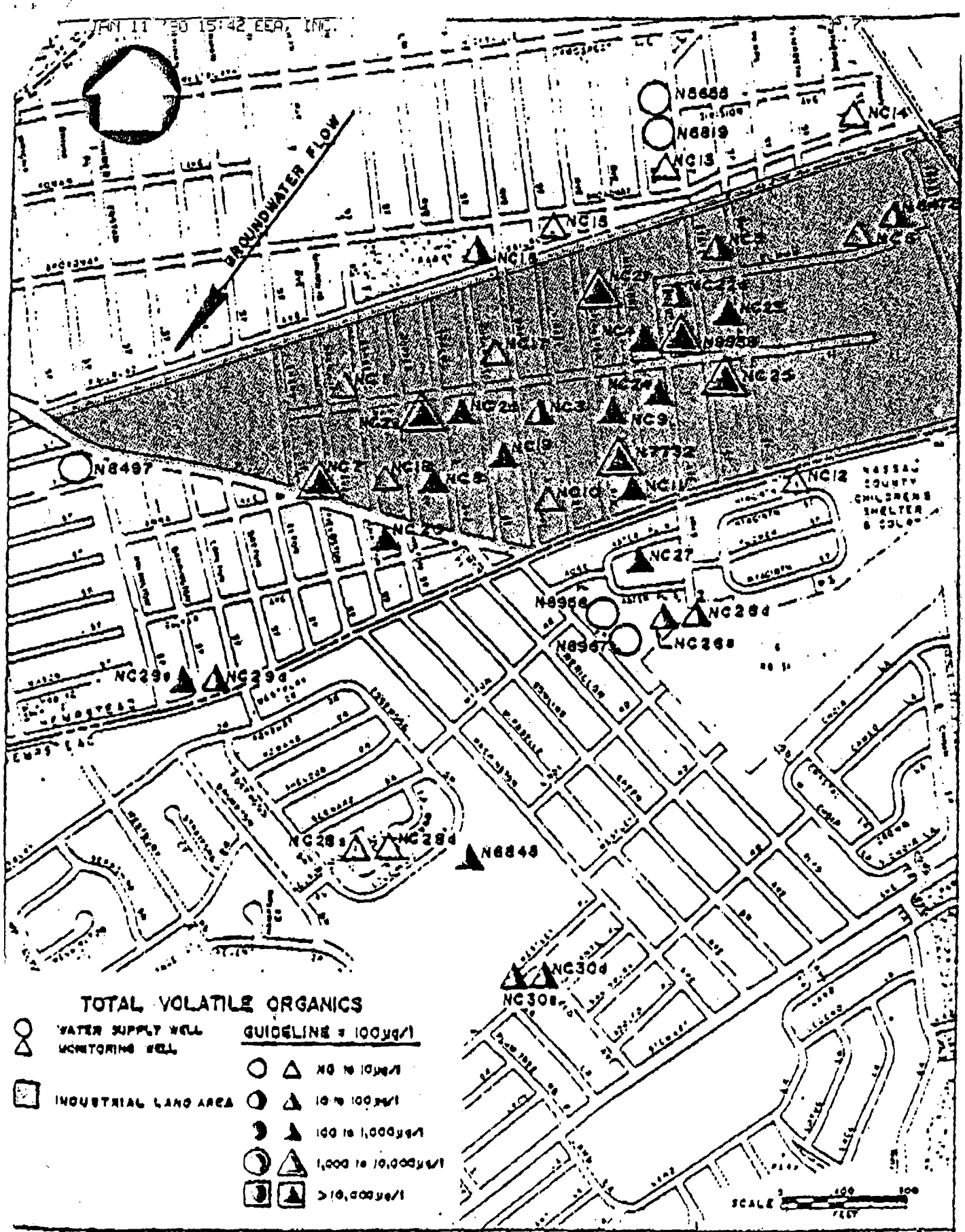
MEASUREMENTS U. S. STANDARD

BUILDER'S JOB NO.

DRAWN BY TdeB 10/30/84

CHECKED BY PdeB 11/5/84

CONFIDENTIAL




Dvirka and Bartilucci

NEW CASSEL

WATER QUALITY TOTAL

CONFIDENTIAL

FIGURE NO.

Binder No.

# INSURANCE BINDER

acord

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

**NAME AND ADDRESS OF AGENCY**

Halland Agency, Inc.
390 N. Broadway
Jericho, NY 11753

**COMPANY**
Commerce & Industry

Effective 12:01 am 08/25, 19 85
Expires ☒ 12:01 am ☐ Noon 10/25, 19 86

☒ This binder is issued to extend coverage in the above name company per expiring policy # 750 20 79 (except as noted below)

**NAME AND MAILING ADDRESS OF INSURED**

Tishcon Corporation etal
29 New York Avenue
New Cassel, NY 11590

**Description of Operation/Vehicles/Property**

125 State Street, Westbury, NY

| PROPERTY | Type and Location of Property | Coverage/Perils/Forms | Amt of Insurance | Ded. | Coins % |
|---|---|---|---|---|---|
| | 125 State Street, Westbury, NY | Fire, Extended Coverage<br>Vandalism, Comprehensive Perils<br>REAL PROPERTY COVERAGE | $850,000 | $2500 | 80 |

| LIABILITY | Type of Insurance | Coverage/Forms | Limits of Liability | Each Occurrence | Aggregate |
|---|---|---|---|---|---|
| | ☐ Scheduled Form ☒ Comprehensive Form<br>☒ Premises/Operations<br>☐ Products/Completed Operations<br>☐ Contractual<br>☐ Other (specify below)<br>☐ Med. Pay. $ Per Person $ Per Accident<br>☐ Personal Injury | ☐ A ☐ B ☐ C | Bodily Injury<br>Property Damage | $<br>$ | $<br>$ |
| | | | Bodily Injury & Property Damage Combined | $1,000,000 | $ 1,000,00 |
| | | | Personal Injury | | $ |

| AUTOMOBILE | Type of Insurance | Coverage/Forms | Limits of Liability | |
|---|---|---|---|---|
| | ☐ Liability ☐ Non-owned ☐ Hired<br>☐ Comprehensive-Deductible $<br>☐ Collision-Deductible $<br>☐ Medical Payments $<br>☐ Uninsured Motorist $<br>☐ No Fault (specify):<br>☐ Other (specify): | | Bodily Injury (Each Person)<br>Bodily Injury (Each Accident) | $<br>$ |
| | | | Property Damage | $ |
| | | | Bodily Injury & Property Damage Combined | $ |

☐ WORKERS' COMPENSATION — Statutory Limits (specify states below) ☐ EMPLOYERS' LIABILITY — Limit $

**SPECIAL CONDITIONS/OTHER COVERAGES**

Liability is written with American Mutual Insurance Company #BLPL2444470285C
Dates 10/25/85-86
Landlord is endorsed on as additional insured AIMA

**NAME AND ADDRESS OF** ☐ MORTGAGEE ☐ LOSS PAYEE ☒ ADD'L INSURED

C & O Realty Company
50 Urban Avenue
Westbury, NY 11590

LOAN NUMBER

Donna Stroughia
Signature of Authorized Representative

2/11/86
Date

ACORD 75 (11-77)

CONFIDENTIAL

# acord CERTIFICATE OF INSURANCE

SET TAB STOPS AT ABRO

ISSUE DATE (MM/DD/

2/13/86

PRODUCER

THE HALLAND AGENCY, INC.
390 NORTH BROADWAY
JERICHO, NY 11753
PHONE: (516) 433-8800

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

| | |
|---|---|
| COMPANY LETTER A | American Mutual Insurance Company |
| COMPANY LETTER B | American Mutual Insurance Company |
| COMPANY LETTER C | |
| COMPANY LETTER D | |
| COMPANY LETTER E | |

INSURED

TISHCON CORPORATION ETAL
29 New York Avenue
New Cassel, N.Y. 11590

## COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIABILITY LIMITS IN THOUSANDS | EACH OCCURRENCE | AGGREGA |
|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMPREHENSIVE FORM<br>X PREMISES/OPERATIONS<br>UNDERGROUND EXPLOSION & COLLAPSE HAZARD<br>PRODUCTS/COMPLETED OPERATIONS<br>CONTRACTUAL<br>INDEPENDENT CONTRACTORS<br>BROAD FORM PROPERTY DAMAGE<br>PERSONAL INJURY | BLPPL2444470285C | 10/25/85 | 10/25/86 | BODILY INJURY | $ | $ |
| | | | | | PROPERTY DAMAGE | $ | $ |
| | | | | | BI & PD COMBINED | $ 1,000 | $ 1,00C |
| | | | | | PERSONAL INJURY | | $ |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS (PRIV. PASS.)<br>ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | | | | BODILY INJURY (PER PERSON) | $ | |
| | | | | | BODILY INJURY (PER ACCIDENT) | $ | |
| | | | | | PROPERTY DAMAGE | $ | |
| | | | | | BI & PD COMBINED | $ | |
| B | EXCESS LIABILITY<br>X UMBRELLA FORM<br>OTHER THAN UMBRELLA FORM | To be assigned | 2/13/86 | 2/13/87 | BI & PD COMBINED | $ 4,000 | $4,000 |
| | WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY | | | | STATUTORY | | |
| | | | | | $ | (EACH ACCIDENT) | |
| | | | | | $ | (DISEASE-POLICY LIMIT) | |
| | | | | | $ | (DISEASE-EACH EMPLOY | |
| | OTHER | | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Landlord may appear as additional insured AIMA

## CERTIFICATE HOLDER

~~C & O Realty Company~~ Beacon Federal
~~58 Urban Avenue~~ Savings and Loan
~~Westbury, N.Y. 11590~~ Association
2303 S. Grand Av
Baldwin, N.Y.

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Kathleen Hamburger

ACORD 25 (8/84)



CONFIDENTIAL

# Certificate of Insurance

acord

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

THE HALLAND AGENCY, INC.
390 North Broadway
Jericho, New York 11753

COMPANIES AFFORDING COVERAGES

COMPANY LETTER A ~~American Mutual Ins. Co.~~

COMPANY LETTER B ~~American Home~~

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

NAME AND ADDRESS OF INSURED

Tishcon Corporation, Etal
29 New York Avenue
New Cassel, New YOrk 11590

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

| COMPANY LETTER | TYPE OF INSURANCE | POLICY NUMBER | POLICY EXPIRATION DATE | Limits of Liability in Thousands (000) | EACH OCCURRENCE | AGGREGA |
|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | BODILY INJURY | $ | $ |
| | [ ] COMPREHENSIVE FORM | Renewal of BLPL2444470285C | 10/25/87 | PROPERTY DAMAGE | $ | $ |
| | [X] PREMISES-OPERATIONS | | | | | |
| | [X] EXPLOSION AND COLLAPSE HAZARD | | | | | |
| | [ ] UNDERGROUND HAZARD | | | | | |
| | [ ] PRODUCTS/COMPLETED OPERATIONS HAZARD | | | BODILY INJURY AND PROPERTY DAMAGE COMBINED | $500, | $500, |
| | [ ] CONTRACTUAL INSURANCE | | | | | |
| | [X] BROAD FORM PROPERTY DAMAGE | | | | | |
| | [X] INDEPENDENT CONTRACTORS | | | | | |
| | [X] PERSONAL INJURY | | | PERSONAL INJURY | | $500, |
| A | [X] Broad Form CGL | | | | | |
| | AUTOMOBILE LIABILITY | | | BODILY INJURY (EACH PERSON) | $ | |
| | [ ] COMPREHENSIVE FORM | | | BODILY INJURY (EACH OCCURRENCE) | $ | |
| | [ ] OWNED | | | PROPERTY DAMAGE | $ | |
| | [ ] HIRED | | | BODILY INJURY AND PROPERTY DAMAGE COMBINED | $ | |
| | [ ] NON-OWNED | | | | | |
| | EXCESS LIABILITY | | | BODILY INJURY AND PROPERTY DAMAGE COMBINED | $ | $ |
| | [ ] UMBRELLA FORM | | | | | |
| | [ ] OTHER THAN UMBRELLA FORM | | | | | |
| | WORKER'S COMPENSATION and EMPLOYER'S LIABILITY | | | STATUTORY | | |
| | | | | | $ | (EACH ACCI |
| | OTHER | | | | | |
| B | Fire, EC, VMM, All Risk | Renewal of 750 2079 | 10/25/87 | Building - $850,000 | | |

RECEIVED DEC 2 1986 SACKS, BERNSTEIN & GREENSPAN

Duplicate Copy

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Regarding Location #5 - 125 State Street, Westbury, New York
Certificate holder is listed as owner,landlord and additional insured AIMA

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

C & O Realty Company
50 Urban Avenue
Westbury, New York 11590

DATE ISSUED 12/8/86

Kathleen Hartinger
AUTHORIZED REPRESENTATIVE

CONFIDENTIAL

# ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY) 6/11/92

PRODUCER

THE HALLAND AGENCY INC.
61 JERICHO TPKE
JERICHO, NY 11753
516 333-3000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY LETTER A CONTINENTAL INSURANCE COMPANY

COMPANY LETTER B

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

INSURED

TISHCON CORPORATION
P. O. BOX 331
WESTBURY, NEW YORK 11590

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | PRODUCTS-COMP/OP AGG. | $ EXCLUDED |
| A | CLAIMS MADE X OCCUR. | BINDER 3407 | 6/12/92 | 6/12/93 | PERSONAL & ADV. INJURY | $ 1,000,000 |
| | OWNER'S & CONTRACTOR'S PROT. | | | | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | FIRE DAMAGE (Any one fire) | $ 50,000 |
| | | | | | MED. EXPENSE (Any one person) | $ 5,000 |
| | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT | $ |
| | ANY AUTO | | | | | |
| | ALL OWNED AUTOS | | | | BODILY INJURY (Per person) | $ |
| | SCHEDULED AUTOS | | | | | |
| | HIRED AUTOS | | | | BODILY INJURY (Per accident) | $ |
| | NON-OWNED AUTOS | | | | | |
| | GARAGE LIABILITY | | | | PROPERTY DAMAGE | $ |
| | EXCESS LIABILITY | | | | EACH OCCURRENCE | $ |
| | UMBRELLA FORM | | | | AGGREGATE | $ |
| | OTHER THAN UMBRELLA FORM | | | | | |
| | WORKER'S COMPENSATION | | | | STATUTORY LIMITS | |
| | AND | | | | EACH ACCIDENT | $ |
| | EMPLOYERS' LIABILITY | | | | DISEASE—POLICY LIMIT | $ |
| | | | | | DISEASE—EACH EMPLOYEE | $ |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: LOCATION - 125 STATE STREET, WESTBURY, NEW YORK 11590
CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED LANDLORD.

CERTIFICATE HOLDER

C & O REALTY COMPANY
50 URBAN AVENUE
WESTBURY, NY 11590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Kathleen G. Horch

CO 00120





CONFIDENTIAL

ACORD

DATE (MM/DD/YY) 8/21/98

PRODUCER
COLEX COVERAGE CORP.
486 WILLIS AVENUE
WILLISTON PARK, NY 11596
516-746-7177

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A: TRAVELERS
COMPANY B:
COMPANY C:
COMPANY D:

INSURED
EFFICIENCY SYSTEMS CO., INC.
45 URBAN AVENUE
WESTBURY, NY 11590

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY | | | | GENERAL AGGREGATE | $ 2,000,000. |
| | X COMMERCIAL GENERAL LIABILITY | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000. |
| | CLAIMS MADE X OCCUR | 149Y5334 | 2/11/98 | 2/11/99 | PERSONAL & ADV INJURY | $ 1,000,000. |
| | OWNER'S & CONTRACTOR'S PROT | | | | EACH OCCURRENCE | $ 1,000,000. |
| | | | | | FIRE DAMAGE (Any one fire) | $ 300,000. |
| | | | | | MED EXP (Any one person) | $ 5,000. |
| | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT | $ |
| | ANY AUTO | | | | | |
| | ALL OWNED AUTOS | | | | BODILY INJURY (Per person) | $ |
| | SCHEDULED AUTOS | | | | | |
| | HIRED AUTOS | | | | BODILY INJURY (Per accident) | $ |
| | NON-OWNED AUTOS | | | | | |
| | | | | | PROPERTY DAMAGE | $ |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | $ |
| | ANY AUTO | | | | OTHER THAN AUTO ONLY: | |
| | | | | | EACH ACCIDENT | $ |
| | | | | | AGGREGATE | $ |
| | EXCESS LIABILITY | | | | EACH OCCURRENCE | $ |
| | UMBRELLA FORM | | | | AGGREGATE | $ |
| | OTHER THAN UMBRELLA FORM | | | | | $ |
| | WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY | | | | WC STATUTORY LIMITS / OTHER | |
| | THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE INCL / EXCL | | | | EL EACH ACCIDENT | $ |
| | | | | | EL DISEASE - POLICY LIMIT | $ |
| | | | | | EL DISEASE - EA EMPLOYEE | $ |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

125 STATE STREET CORP. IS INCLUDED AS AN ADDITIONAL INSURED-LANDLORD AS RESPECTS PREMISES LEASED BY THE NAMED INSURED AT 125 STATE STREET, WESTBURY, NY 11590

CERTIFICATE HOLDER

MR WILLIAM GROSS
C/O B & R MACHINE
51 URBAN AVENUE
WESTBURY, NY 11590

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



CONFIDENTIAL