



ATTORNEYS AND COUNSELORS

October 22, 2013

Donna L. Ciancio, Executive Officer  
Southern Tier Builders & Remodelers Association  
2807 North Street  
Endwell, NY 13760

**Re: Railside Properties, LLC and STHBRA  
Suite 201, 31 Lewis Street, Binghamton, NY**

Dear Donna:

I received today a fully executed lease in connection with the above premises. Enclosed please find a copy of the same.

Please do not hesitate to contact me with any questions and/or concerns.

It was a pleasure to work with you on this matter.

Sincerely,

COUGHLIN & GERHART, LLP

By  Meiyong Z. Austin  
Partner

Enclosure

BAINBRIDGE  
BINGHAMTON  
HANCOCK  
ITHACA  
MONTROSE  
OWEGO

[www.cglawoffices.com](http://www.cglawoffices.com)

99 Corporate Drive  
Binghamton, New York 13904

Mailing Address:  
PO Box 2039  
Binghamton, NY 13902-2039  
(607) 723-9511  
(877) COUGHLIN  
Fax: (607) 723-1530  
e-mail: MAustin@cglawoffices.com

## LEASE

THIS AGREEMENT is made as of August 1, 2013 by and between RAILSIDE PROPERTIES, LLC, a New York limited liability company, 2338 Seneca Street, Binghamton, New York 13903, as Landlord, and Southern Tier Home Builders, Inc., a New York not-for-profit corporation conducting its operations under the assumed name of Southern Tier Home Builders & Remodelers Association, as Tenant.

The Landlord hereby leases to the Tenant and Tenant hereby rents from Landlord the leased premises described in paragraph "1" below, to be used and occupied only for offices, and for no other purpose, upon the following terms, conditions and covenants:

1. LEASED PREMISES: The leased premises shall consist of approximately 910 square feet of space known and to be designated as Suite 301 (the "Leased Premises" or "leased premises") situate on the 3<sup>rd</sup> level of the Kilmer building (the "Building") as currently being renovated by Landlord at 31 Lewis Street, Binghamton, New York (the "Premises") which Leased Premises are more particularly outlined in red on Exhibit "A" attached hereto and made a part hereof, together with the non-exclusive right to use the parking areas located at 31 Lewis Street, Binghamton, New York together with other tenants of the Building and Landlord. In the event the Building or the Leased Premises are not ready for occupancy by Tenant on or before the date set forth herein for the commencement of the term, the commencement of the term shall be delayed until the Building and Leased Premises are ready for Tenant's occupancy. This Lease is made and accepted subject however to the following existing parking space arrangements granted to Mellem Corporation (The Goldsmith) and New York State Unified Court Systems:

12 parking spaces are allocated to Mellem Corporation designated/located at the parking lot adjoining the building at 31 Lewis Street.

10 parking spaces are allocated to the New York State Unified Court System designated/located at the parking lot adjoining the building at 31 Lewis Street.

6 parking spaces are allocated to S.E.E.D. Planning Group, LLC designated/located at the parking lot adjoining the building at 31 Lewis Street.

The Building and Leased Premises shall be considered ready for Tenant's occupancy when Tenant has completed the Tenant's work described on Exhibit "B" attached hereto and made a part hereof ("Tenant's Work"). A portion of the costs and expenses for Tenant's Work shall be split between Tenant and Landlord as follows: Tenant shall be responsible for two-thirds and Landlord shall be responsible for one-third of the costs and expenses of extending basic electric service to the area where the Leased premises are located. Upon the completion of such portion of the Tenant's Work, Tenant shall provide the Landlord with written statement with all the expenses and costs of that portion of Tenant's Work. Landlord shall remit payment of its share to Tenant within fifteen (15) days of receipt of the statement.

Upon completion of Tenant's Work, the Tenant agrees that no alterations shall be made to the leased premises without the prior written consent of the Landlord.

Plans of the Tenant's Work must be approved by Landlord in writing prior to beginning any work at the leased premises.

2. TERM:

(A) The term of this Lease (The "Lease Term") shall be five (5) years, to commence on August 1, 2013 and to end at midnight, July 31, 2018.

(B) The term "Lease Year" as used herein is defined to be a period of twelve consecutive calendar months beginning January 1<sup>st</sup> of each year of the Lease Term.

(C) RENEWAL OF LEASE: Upon giving not less than 6 months advance written notice to Landlord, Tenant shall have the right to renew for up to 2 additional 5-year extensions for a total potential term of 15 years.

3. BASE ANNUAL RENT:

The base rent during the initial and any renewal terms of this Lease shall be \$6,825.00 annually, to be paid in consecutive monthly payments of \$568.75 in advance on the first (1<sup>st</sup>) day of each month during the initial term hereof, without deduction, setoff or prior demand which rent 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, to the Landlord, *Railside*

*Properties, LLC, 2338 Seneca Street, Binghamton, New York 13903*, or such other place as the Landlord may designate. This Lease is granted and accepted upon the foregoing and upon the following covenants and conditions and subject to the following restrictions, to all and every one of which the parties consent; and each of the parties hereby expressly covenants and agrees to keep, perform and observe all the terms, covenants and conditions herein contained on its part to be kept, performed and observed.

Tenant shall pay a late charge of \$25.00 for any payment received by Landlord more than 5 days late, to cover the cost of delay.

The first three months of Lease Term will be rent-free and the first rental payment will be due November 1, 2013.

4. TAXES AND ASSESSMENTS: The Tenant shall pay to the Landlord as additional rent an amount equal to 1.43% of all real estate taxes, school taxes, special taxes or other forms of real property taxes and assessments of every name, nature and description assessed, levied or imposed upon the entire premises and Building of which the Leased Premises form a portion. Said additional rent shall be payable upon presentation of bills by Landlord to Tenant. Upon the commencement of the term of this Lease, Tenant shall reimburse Landlord 1.43% of all prepaid real estate and school Taxes for the period from the date of commencement of the term of this Lease through the respective date to which such taxes have been prepaid.

5. TENANT'S LIABILITY INSURANCE: Prior to entering the Leased Premises to perform any work, Tenant and Tenant's contractors shall obtain and maintain liability insurance insuring the Landlord and the Tenant against liability for bodily injury or property damage for level limits of at least \$3,000,000.00 and workers compensation insurance as required by law and any other insurance requested by Landlord, all in form and substance satisfactory to Landlord. Tenant shall provide Landlord with Certificates of Insurance or other proof of insurance satisfactory to Landlord prior to beginning any work at the Leased Premises. During the term of this Lease, the Tenant shall at its own expense take out and pay the premiums on a Public Liability Policy with an insurance company duly authorized to do business in the State of New York, which shall insure both the Landlord and the Tenant as their interest may appear against liability for bodily injury or property damage for level limits

of at least \$3,000,000.00 for bodily injury and for property damage; and the Tenant shall deliver a certificate or copy of said Public Liability Policy to the Landlord. Landlord shall be a named insured on said Policy. Said insurance policies shall not be cancellable without at least thirty (30) days prior written notice to Landlord.

6. INCREASE IN FIRE INSURANCE PREMIUMS: During the term of this Lease, the Tenant shall also be responsible for and shall pay to Landlord as additional rent any and all increases in fire insurance premiums and liability insurance premiums covering the building on the Leased Premises by reason of, in consequence of, or attributable to Tenant's use of the Leased Premises.

7. FIRE INSURANCE PREMIUMS:

(A) The Landlord shall pay the fire insurance premiums for fire insurance covering the Building in which the Leased Premises are situate, and the Tenant shall reimburse the Landlord as additional rent in each and every year of this Lease, an amount equal to \_\_\_% of any and all of said fire insurance premiums. Said additional rent shall be due and payable on demand upon presentation by Landlord to Tenant of said insurance bills. Upon the execution of this Lease, Tenant shall pay to Landlord 1.43% of any prepaid insurance adjustment to the anniversary date of the policy, which is included in the CAM charges set forth in provisions of paragraph numbered "10" herein.

(B) The Tenant shall be responsible for carrying all fire insurance covering Tenant's inventory and/or equipment at the Leased Premises.

8. UTILITIES: The Tenant shall pay for all water, sewer, heat, gas, fuel, electricity and power used at the Leased Premises when bills are rendered to Tenant, as registered by meter count or, where no meter is installed, as apportioned by the Landlord to the Leased Premises and the same shall be added to and become part of the rent then due or next to become due.

9. COMMON AREAS: Common areas and facilities (herein "Common Areas") shall include parking areas, access driveways, walks, and such other areas and facilities as may be furnished by Landlord and designated for the benefit of the tenants in the building and their

respective employees, guests and invitees, all of which areas and facilities shall be subject to Landlord's exclusive control and management. Landlord shall have the right from time to time to establish, modify and enforce all reasonable rules and regulations with respect to such areas and facilities and the use thereof

10. COMMON AREA MAINTENANCE EXPENSES: Tenant agrees to pay as additional rent its Pro Rata Share (1.43%) of all Common Area Maintenance Expenses, which expenses shall include, but not be limited to, the cost of all required gardening and landscaping; nonstructural repairs to the Building; roof repairs; line repainting; rental of signs and equipment; water and sewer charges; guard services; maintenance and charges relating to the alarm system and sprinkler system for the Building, window cleaning; Common Area lighting; sanitary control; removal of snow, trash, rubbish, garbage and other refuse; janitorial services in common areas; heating, ventilating and air conditioning of the Common Areas; maintenance and repair of elevator and related equipment and machinery; depreciation of machinery and equipment used in such maintenance; fire and extended coverage and liability insurance on the Building; and the cost of personnel to administer, maintain, and supervise such areas including, but not limited to, payroll, payroll taxes and insurance required to be carried by Landlord and all general administrative expenses incurred. Tenant's Pro Rata Share of said Common Area Maintenance Expenses shall be paid as follows: During the term of this Lease, all monthly installments of Annual Rent shall be increased by one-twelfth (1/12th) of the estimated annual Pro Rata Share of such Common Area Maintenance Expenses. Within ninety (90) days after the end of each calendar year, Landlord shall submit to Tenant a statement of all Common Area Maintenance Expenses incurred, with copies of backup documentation, and Tenant's Pro Rata Share of said expenses. In the event the payments made by Tenant during the calendar year exceed Tenant's Pro Rata Share of the Common Area Maintenance Expenses, Landlord shall refund the overpayment made by Tenant during the calendar year at the time said statement is rendered. In the event the budgeted payment is less than Tenant's Pro Rata Share of the Common Area Maintenance Expenses, then Tenant shall remit, within thirty (30) days after receipt of said statement from Landlord, the amount due as set forth therein. Nothing contained herein shall operate to reduce the Annual Rent specified herein

machinery and appliances installed or used by Tenant at the leased premises.

11. SPRINKLER SYSTEM MAINTENANCE: The Tenant agrees to pay its Pro Rata Share (1.43%) of the cost and expense for semi-annual inspections of sprinkler systems, which is included in the CAM charges set forth in provisions of paragraph numbered "10" herein, to be maintained by the Landlord pursuant to the terms of this Lease.

12. SECURITY DEPOSIT: Tenant has deposited with Landlord the sum of \$1,000.00 as security for Tenant's faithful performance and observance 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 or conditions of this Lease, including, but not limited to, the payment of any rent or additional rent, Landlord may at Landlord's option use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent or additional rent or any sum as to which Tenant is in default or for any sum which Landlord 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 accrued before or after summary proceedings or other re-entry by Landlord. In the event that Tenant shall faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the security shall be returned to Tenant, without interest, after the date fixed as the end of the Lease and within a reasonable time after delivery of entire possession of the Premises to Landlord.

13. TRADE FIXTURES: Subject to the provisions of paragraph numbered "14" below, Tenant may install, and operate, in, and upon, the Leased Premises such trade fixtures, equipment, machinery and appliances as it shall consider necessary to the conduct of its business on the leased premises with prior written consent of Landlord provided all laws, rules and regulations of governmental bodies with respect to installation or removal are complied with by Tenant. On the expiration of this Lease, or sooner termination thereof, Tenant shall remove such fixtures, equipment, machinery and appliances installed, and repair any damage to the Leased Premises which may be caused by such installation or removal. Tenant shall be responsible for any and all damages to the Leased Premises and to the building in which the Leased Premises are situate caused by any of the fixtures, equipment,

14. OVERLOADING: Tenant shall not overload the floors of the Leased Premises and shall be responsible for any damages to the leased premises caused by the overloading. Overloading is defined as the placement on the floor of loads in excess of 350 pounds per square foot. Tenant shall be responsible, pay for, and indemnify Landlord against any and all damages or loss as a result of any overloading. Tenant shall also be responsible for and shall pay for any and all cracks caused to the floors in the Leased Premises.

15. REPAIRS: The Tenant shall be responsible for and shall make and pay for all ordinary repairs and maintenance of every name, nature and description to the Leased Premises (including but not limited to repair and maintenance to the burglar alarm system, if any, to the interior of the Leased Premises, all repairs to the heating, plumbing, sprinkler, ventilating, air conditioning and electrical systems and all repairs and maintenance to all other mechanical systems unless said repairs are caused by the negligence or intentional act of the Landlord in which case Landlord shall be responsible for and shall make and pay for said repairs. Tenant shall keep the Leased Premises including said heating, plumbing, sprinkler, ventilating, air conditioning, electrical systems and all other mechanical systems in first class condition and repair. Landlord shall be responsible for all structural repairs to the Leased Premises including repairs to the roof, outer walls and foundation, unless said repairs are required by reason of the negligence or intentional act of the Tenant, its agents, servants or employees, in which case Tenant shall be responsible for and shall pay for said repairs.

16. SIGNS: Tenant may place, cause or allow to be placed a sign, approved as to form and quality by Landlord, in or about the entrance way to the Leased Premises only where designated by Landlord, provided that Tenant complies with any and all rules, municipal codes and regulations applicable to said signs. All signs so installed by the Tenant shall be removed by the Tenant at the expiration of this Lease. Tenant agrees to repair any damages caused by the installation, maintenance and/or removal of said signs, and to restore the Leased Premises to the same condition as the Leased Premises were prior to the installation of said signs. The Tenant agrees to defend Landlord from and against any and all suits, claims or

causes of action brought against Landlord arising out of, growing out of or in connection with the installation, maintenance, use and removal of any of said signs, and to indemnify and hold the Landlord harmless of, from and against any loss, costs and expenses which Landlord may incur or become liable to pay arising out of, growing out of or in connection with the installation, maintenance, use and removal of any signs.

17. TENANT'S FAILURE TO MAKE REPAIRS: If repairs or maintenance are required to be made by Tenant pursuant to the terms of this Lease either during the term of this Lease or at the expiration thereof, Landlord may demand that Tenant make the same forthwith, and if Tenant refuses or neglects to commence such repairs or maintenance and complete the same with reasonable dispatch after such demand, Landlord may make or cause such repairs to be made and Tenant agrees that it will forthwith, on demand, pay to Landlord the cost thereof with interest at twelve percent (12%) per annum.

18. RESTORATION OF PREMISES: In the event that any alterations, additions or improvements are made to the Leased Premises by the Tenant during the term of this Lease, the Tenant shall upon the expiration of this Lease or any renewal thereof, restore the Leased Premises to its original condition as of the date of the commencement of the term hereunder, except, however, at Landlord's option Landlord may notify Tenant of Landlord's election to have any of said alterations, additions or improvements remain at the Leased Premises at the expiration of the Lease or any renewal thereof.

19. INDEMNIFICATION:

(A) Tenant covenants to indemnify and save harmless Landlord from and against any and all liability, damages, expenses, fees, penalties, actions, causes of actions, suits, costs, claims, or judgments arising from injury during said term to person or property occasioned wholly or in part by any act or acts, omission or omissions of Tenant, its employees, customers or invitees, occurring on or about the Leased Premises. Tenant shall, at its own cost and expense, defend any and all suits or actions that may be brought against Landlord or in which Landlord may be impleaded with others, upon any such above mentioned claim or claims, and in the event of the failure of Tenant to do so, Landlord may,

at the cost and expense of Tenant and upon prior written notice to Tenant, defend any and all such suits or actions, and Tenant shall satisfy, pay and discharge any and all judgments that may be recovered against Landlord in any suits or actions to which Landlord may be a party, or in which Landlord may be impleaded with others, and in the event of the failure of Tenant to pay the amount for which said Landlord shall become liable as aforesaid, then Landlord may pay the same with any interest, costs or other charges which may have accrued thereon, and the amounts so paid by Landlord, with interest thereon at the rate of twelve percent (12%) per annum from the date of payment, shall become due and payable by Tenant as additional rent with the next installment of rent which shall become due after such payment by Landlord.

(B) Landlord covenants to indemnify and save harmless Tenant from and against any and all liability, damages, expenses, fees, penalties, actions, causes of actions, suits, costs, claims, or judgments arising from injury during said term to person or property occasioned wholly or in part by any act or acts, omission or omissions of Landlord, its employees, customers or invitees, occurring on or about the common areas, except to the extent any such liability or damages are caused by the negligence or intentional act of Tenant. Landlord shall, at its own cost and expense, defend any and all suits or actions that may be brought against Tenant or in which Tenant may be impleaded with others, upon any such above mentioned claim or claims, and in the event of the failure of Landlord to do so, Tenant may, at the cost and expense of Landlord and upon prior written notice to Landlord, defend any and all such suits or actions, and Landlord shall satisfy, pay and discharge any and all judgments that may be recovered against Tenant in any suits or actions to which Tenant may be a party, or in which Tenant may be impleaded with others, and in the event of the failure of Landlord to pay the amount for which said Tenant shall become liable as aforesaid, then Tenant may pay the same with any interest, costs or other charges which may have accrued thereon, and the amounts so paid by Tenant, with interest thereon at an annual rate equal to twelve percent (12%) from the date of payment, shall become due and payable by Landlord within thirty (30) days after such payment by Tenant.

20. MECHANIC'S LIENS: Tenant will not permit any mechanics or materialmen or other liens to stand against the Leased Premises for any labor or materials furnished to

Tenant in of Tenant and Tenant agrees to immediately have removed any such liens. Tenant agrees to indemnify and hold harmless Landlord of and from any liability, damages, expenses, fees, penalties, actions, causes of action, suits, costs, claims or judgments arising out of or in connection with any such liens.

21. PREMISES "AS IS": By taking occupancy of the Leased Premises, Tenant will be conclusively deemed to have agreed that Tenant has examined and approved the condition of the Leased Premises and accepts the same in its then condition "as is" and agrees that no improvements, alterations or additions to the Leased Premises except the Tenant's Work shall be made by the Tenant unless the Landlord shall first approve the same in writing, provided that Landlord's consent shall not be unreasonably withheld and further provided that at the end of the Lease, Tenant shall restore the Leased Premises to the condition as it existed after the completion of Tenant's Work, and Tenant shall be responsible for any damage or injury to the Leased Premises incidental to removal and the Tenant shall pay Landlord for the repair of such damage or injury; or if the Landlord decides or desires that said improvements remain at the Leased Premises, the Landlord shall so notify Tenant and said improvements shall be left by Tenant intact at the end of the Lease term and shall remain the sole property of Landlord.

22. FIRE DAMAGE TO TENANT PROPERTY: Tenant shall be responsible for all damage by fire and all other causes to Tenant's contents, fixtures, inventory, equipment and all other items of personal property and other items of Tenant at the Leased Premises. All personal property, inventory or other items of merchandise of every kind and description which may at any time be in the Leased Premises shall be at Tenant's sole risk and Landlord shall have no liability therefor.

23. FIRE DAMAGE TO BUILDING: In case the Leased Premises shall be damaged by fire or other casualty, the same shall be repaired by Landlord as speedily as is reasonably possible. In case the Leased Premises shall be totally destroyed or so damaged by fire or other casualty as to render the same incapable of repair and restoration within nine (9) months, then either party, by notice given to the other within thirty (30) days after such destruction or damage, may elect to

cancel and terminate this Lease. If in such case neither party elects to terminate this Lease, Landlord shall proceed to rebuild or restore the Leased Premises as promptly as possible. If Landlord fails to proceed diligently with such rebuilding or restoration, Tenant may thereafter cancel and terminate this Lease. In the event of damage to the Leased Premises, a just and proportionate part of the annual rent shall be abated until the entire Leased Premises are repaired and restored to the original condition as existed upon completion of Landlord's Work. Tenant shall repair any alterations, fixtures, equipment and trade fixtures made or installed by Tenant as promptly as possible following completion of Landlord's repair and restoration of the Leased Premises.

In case the Leased Premises shall be destroyed or damaged by fire or other casualty during the last year of the initial term or any extended term, so as to render the Leased Premises untenable for a period of sixty (60) days or more, then (a) Tenant may terminate this Lease at its election by notice in writing given to Landlord within thirty (30) days after Landlord has notified Tenant that the Leased Premises will be untenable for sixty (60) or more days; and (b) Landlord may terminate this Lease on Thirty (30) days' notice to Tenant unless Tenant exercised an existing option for an extended term before the expiration of thirty (30) days after such notice is given by Landlord. The aforesaid notices by Landlord to Tenant shall be given to Tenant within ten (10) days after occurrence of such damage. In no event shall the Landlord be obligated to commence restoration of the Leased Premises until Tenant has waived its right of cancellation by notice or passage of time.

24. CLEANING: Tenant shall be responsible for all cleaning and janitorial services at the Leased Premises, including cleaning, interior window washing, emptying of waste baskets, supplying bathroom supplies and all other janitorial services. Landlord shall be responsible for no janitorial services or other cleaning services at Leased Premises. Tenant shall also be responsible for supplying all bathroom supplies for the bathrooms at the Leased Premises.

25. ATTORNEY'S FEES: In the event the Landlord should bring suit for the possession of the Leased Premises, for the recovery of any rent additional rent or other sums due hereunder, or because of the breach of any of the terms hereof, or for any other relief against the Tenant,

declaratory or otherwise, or should the Tenant bring any action for any relief against the Landlord, declaratory or otherwise, arising out of this Lease, then the non-prevailing party in any such suit, shall pay to the prevailing party all reasonable attorney's fees and costs of suit, which fees and costs may be included in the judgment in any such action.

26. HOLDING OVER: Tenant will surrender possession of the Leased Premises to Landlord at the expiration, or any prior termination, of the term of this Lease. Failure by Tenant to surrender the Leased Premises and any holding-over by Tenant shall not operate to extend or renew this Lease and either party may thereafter terminate such occupancy at the end of any calendar month by giving to the other party at least thirty (30) days' notice of the intention to so terminate.

27. NO LIENS ON TENANT IMPROVEMENTS: It shall be a default of the Tenant under this Lease, entitling Landlord to the immediate cancellation of this Lease if Tenant places any liens, mortgages or security interests (or attempts to place the same) on any of Tenant's leasehold improvements or other improvements at the Leased Premises.

28. ENTIRE AGREEMENT: This Lease contains the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

29. FAILURE TO BILL: The fact that the Landlord may fail to bill the Tenant under the terms of this Lease for any additional rent will not constitute a waiver of payment by the Tenant to the Landlord for future years or for the year omitted.

30. ADDITIONAL RENT: The term "rent" as used in this Lease shall also be deemed to mean any additional rent required to be paid by the Tenant to the Landlord under the terms and provisions of this Lease.

31. NO OBSTRUCTION: The sidewalks, entrances, passages, courts, elevator, hallways, stairways and corridors and public parts and common areas of the building in which the Leased Premises are situate shall not be obstructed or encumbered by the Tenant or to be used by Tenant for any purpose other than for ingress and egress.

32. NO REAL ESTATE BROKER: The parties hereto agree that no real estate broker brought about this Lease.

33. NOTICES: Notices required to be given hereunder shall be given in writing either given personally or sent by Registered or Certified Mail. Such notices, when given by Tenant, shall be addressed to Landlord at 2338 Seneca Street, Binghamton, New York 13903. Such notices by Landlord shall be addressed to Tenant at 2807 North Street, Endwell, NY 13760. Either party may, by written notice to the other party, change the address to which notices, or rental payments, directed to such party, shall be mailed.

34. SURVIVAL OF TENANT OBLIGATIONS: All obligations of the Tenant for rent, additional rent and all other obligations of the Tenant of any name, nature and description under and pursuant to the terms and conditions of this Lease shall survive termination of this Lease.

35. ENVIRONMENTAL:

(A) Hazardous Substances. The term "Hazardous Substances," as used in this Lease, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

(B) Tenant's Restrictions. Tenant shall not cause or permit to occur:

(1) Any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the Premises, or arising from Tenant's use or occupancy of the Premises, including, but not limited to, soil and ground water conditions; or

(2) The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under, or about the Premises, or the transportation to or from the Premises of any Hazardous Substance, except as specifically disclosed on Schedule A to this Lease.

(C) Environmental Clean-up.

(1) Tenant shall, at Tenant's own expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances ("Laws").

(2) Tenant shall, at Tenant's own expense, make all sub-missions to, provide all information required by, and comply with all requirements of all governmental authorities (the "Authorities") under the Laws.

(3) Should any Authority or any third party demand that a cleanup plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term of this Lease, at or from the Premises, or which arises at any time from Tenant's use or occupancy of the Premises, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and Tenant shall carry out all such cleanup plans.

(4) Tenant shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances that is requested by Owner. If Tenant fails to fulfill any duty imposed under this Paragraph (3) within a reasonable time, Owner may do so; and in such case, Tenant shall cooperate with Owner in order to prepare all documents Owner deems necessary or appropriate to determine the applicability of the Laws to the Premises and Tenant's use thereof, and for compliance therewith, and Tenant shall execute all documents promptly upon Owner's request. No such action by Owner and no attempt made by Owner to mitigate damages under any Law shall constitute a waiver of any of Tenant's obligations under this Paragraph (3).

(5) Tenant's obligations and liabilities under this Paragraph (3) shall survive the expiration of this Lease.

(D) Tenant's Indemnity.

(1) Tenant shall indemnify, defend, and hold harmless Owner, the manager of the property, and their respective officers, directors, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term of this Lease, at or from the Leased Premises, or which arises at any time from Tenant's use or occupancy of the Leased Premises or Premises, or from Tenant's failure to provide all information, make all submissions, and take all steps

required by all Authorities under the Laws and all other environmental laws.

(2) Tenant's obligations and liabilities under this Paragraph 34(c) shall survive the expiration of this Lease.

(E) Landlord's Indemnity.

(1) Landlord shall indemnify, defend and hold harmless Tenant, and its respective officers, directors, and employees from all fines, suits, procedures, claims and actions of every kind and all costs associated therewith (including attorneys' and consultants' fees) arising out of any deposit, spill, discharge or other release of Hazardous Substances that occurs during the term of this Lease at the Building as a result of the actions of the Landlord or the Landlord's agents.

(2) Landlord's obligations and liabilities under this paragraph 34(E) shall survive the expiration of this Lease.

36. SUBORDINATION: This Lease shall not be a lien against the Leased Premises with respect to any mortgage or mortgages which are now or may later be placed upon the Leased Premises and to all renewals, modifications, amendments, consolidations, replacements and extensions thereof, and this Lease shall be subject and subordinate at all times with respect to any mortgage or mortgages which are now or may later be placed upon the Leased Premises and to all renewals, modifications, consolidations and replacements thereof The recording of such mortgage or mortgages shall have preference and have precedence and be superior and prior in lien of this Lease irrespective of the date of recording. The Tenant shall execute and deliver to Landlord without cost any such instrument which may be deemed necessary and desirable to further effect the subordination of this Lease to any such mortgage or mortgages, and refusal to execute such instrument such entitle the Landlord or Landlords, assigns and legal representatives to the option of canceling this Lease without incurring any expense or damage, and the term hereby granted is hereby expressly limited accordingly. Landlord agrees to use its best efforts to obtain an agreement from the holder of any such mortgage that if such mortgagee shall come into possession of the Leased Premises by foreclosure or a deed in lieu of foreclosure, such mortgagee will not disturb the possession of Tenant so long as Tenant is not in default under this Lease and all of the covenants and obligations hereunder of Tenant are fully performed in accordance with the terms of this Lease.



37. EMINENT DOMAIN:

(A) Taking of Premises. If the fee of the whole or any part of the Leased Premises shall be taken for any public or any quasi-public use under any statute or by right of eminent domain, or by private purchase in lieu thereof, then this Lease shall automatically terminate as of the date that title shall be so taken.

(B) Award. All compensation awarded or paid upon a total or partial taking of the Premises including the value of the leasehold estate created hereby shall belong to and be the property of Landlord without any participation by Tenant; provided, however, that nothing contained herein shall be construed to preclude Tenant, at its sole cost and expense, from independently prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business, and/or depreciation to, damage to, and/or cost of removal of, and/or for the value of stock and/or trade fixtures, furniture and other personal property belonging to Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award or the awards of any and all ground and underlying lessors or mortgagees having any interest in the Premises.

(C) Right to Terminate. In the event that any portion of the Building other than the Leased Premises shall be taken for any public or quasi-public use under any statute or right of eminent domain, or by private purchase in lieu thereof, then Landlord may, at its option, and within one hundred and eighty (180) days thereafter, upon written notice to Tenant, terminate this Lease.

38. ASSIGNMENT AND SUBLETTING: Except as otherwise expressly provided in this Lease, Tenant shall not, without obtaining the prior written consent of Landlord, in each instance:

(A) Assign or otherwise transfer this Lease, or any part of Tenant's right, title or interest therein;

(B) Sublet all or any part of the Leased Premises or allow all or any part of the Leased Premises to be used or occupied by any other entity or persons; or

(C) Mortgage, pledge or otherwise encumber this Lease, or the Leased Premises.

39. CONSENT TO ASSIGNMENT IS LIMITED: Notwithstanding any of the other terms and conditions of this Lease, any consent by Landlord to any subletting or assignment of this Lease shall not be deemed to be a consent to any further or subsequent subletting or assignment.

40. CERTAIN ACTIONS DEEMED ASSIGNMENT:

(A) (1) A transfer by operation of law or otherwise, of Tenant's interest in this Lease; or

(2) A transfer of any percentage interest in Tenant (whether stock, partnership interest, or otherwise) in a single transaction or a related series of transactions; or

(3) Any increase in the amount of issued and/or outstanding shares of capital stock of any corporate Tenant and/or the creation of one or more additional classes of capital stock of any corporate Tenant, in a single transaction or a related series of transactions, with the result that the beneficial and record ownership in and to such Tenant shall no longer be identically held in the same proportion by the beneficial and record owners of the capital stock of such corporate Tenant as of the date the tenant executed this Lease, shall be deemed an assignment of this Lease within the meaning of the following paragraph dealing with a general prohibition against sublets and assignments, except for a transfer on or as a result of the death of a shareholder.

(B) Upon the execution of this Lease and upon each succeeding anniversary date, or at any sooner time requested by the Landlord, Tenant shall deliver to Landlord a statement, certified as being true and correct and verified by the corporate secretary, showing the names of all existing shareholders of record and their respective ownership interests as of that date.

(C) Whenever reference is made in this Article to a corporate Tenant, the same obligations and restrictions shall apply to any permitted corporate assignee entitled to occupy the demised premises.

41. LIMITATION OF LANDLORD'S LIABILITY: It is understood and agreed that Tenant shall look solely to the estate and property of the Landlord in the Leased Premises for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by the Landlord in the event of any default or breach by the Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed

or performed by the Landlord and any other obligation of Landlord created by or under this Lease, and no other property or assets of the Landlord shall be subject to levy, execution or other enforcement procedures for the satisfaction of Tenant's remedies.

42. NEW YORK LAW: This Lease shall be construed in accordance with the laws of the State of New York.

43. MEMORANDUM OF LEASE: Landlord and Tenant agree, at the request of the otherparty, to execute a Memorandum of Lease in recordable form pursuant to Section 291(c) of the Real Property Law of the State of New York indicating the Lease term but omitting the rent and other financial terms. The requesting party shall pay all costs, taxes, fees and other expenses in connection with or as a prerequisite to recording such Memorandum.

44. NO ACCORD AND SATISFACTION: No payment by Tenant or receipt by Landlord of a lesser amount than the rent and additional charges payable hereunder shall be deemed to be other than a payment on account of the earliest stipulated rent and additional charges, nor shall any endorsement or statement on any check or any letter accompanying any check or payment for rent or additional charges be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent and additional charges or pursue any other remedy provided herein by Law.

45. LANDLORD'S ESTOPPEL CERTIFICATE: Within ten (10) days after request by Tenant, Landlord, from time to time and without charge, shall deliver to Tenant or to a person, firm or corporation specified by Tenant, a duly executed and acknowledged instrument, certifying: (i) that the rents are paid to date, and that this Lease is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as modified, and identifying the date of any such modification; and (ii) whether Landlord knows or does not know, as the case may be, of any default by Tenant in the performance by Tenant of the terms, covenants and conditions of this Lease, and specifying the nature of such defaults, if any.

Such certification shall not estop Landlord from thereafter asserting any existing default of which Landlord did not have actual knowledge on the date of execution thereof.

46. TENANT'S ESTOPPEL CERTIFICATE: Within ten (10) days after request by Landlord or Landlord's ground lessor or mortgagee, Tenant, from time to time and without charge, shall deliver to Landlord or the requesting party, or to a person, firm or corporation specified by Landlord, a duly executed and acknowledged instrument, certifying: (i) that this Lease is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as modified, and identifying the date of any such modification; and (ii) whether Tenant knows or does not know, as the case may be, of any default by Landlord in the performance by Landlord of the terms, covenants and conditions of this Lease, and specifying the nature of such defaults, if any; and (iii) whether or not there are any then existing permitted setoffs or defenses by Tenant, and if so, specifying them; and (iv) the dates to which the Minimum Rent, Percentage Rent and Additional Rent have been paid.

Such certification shall not estop Tenant from thereafter asserting any existing default of which Tenant did not have actual knowledge on the date of execution thereof.

47. NO WAIVER: No delay or failure of either party to exercise any right hereunder, or to insist upon strict compliance with the terms and provisions hereof, shall constitute a waiver of any right hereunder, or a waiver of the right thereafter to insist upon strict compliance with the terms and provisions hereof

48. AMERICANS WITH DISABILITIES ACT:

(A) The Tenant shall comply with all requirements of The Americans With Disabilities Act of 1990 (Pub L 101-336, 104 Stat 1327) (the "ADA") applicable to the Tenant's use of and or activities at the Leased Premises. The Tenant shall defend, indemnify and hold harmless the Landlord of, from and against any and all suits, claims and causes of action and any loss, costs, expenses, fines or penalties (including reasonable attorneys' fees) which the Landlord may incur or become liable to pay arising out of the breach by the Tenant of any of its obligations contained in this paragraph.

(B) The Landlord shall comply with all requirements of The Americans With

Disabilities Act of 1990 (Pub L 101-336, 104 Stat 1327) (the "ADA") applicable to the Landlord's use of and or activities at the common areas of the Building. The Landlord shall defend, indemnify and hold harmless the Tenant of, from and against any and all suits, claims and causes of action and any loss, costs, expenses, fines or penalties (including reasonable attorneys' fees) which the Tenant may incur or become liable to pay arising out of the breach by the Landlord of any of its obligations contained in this paragraph.

49. COMPLIANCE WITH LAWS:

(A) The Tenant represents and warrants that Tenant's use at the Leased Premises complies and will at all times comply in all respects with all applicable zoning laws, rules, codes, statutes and regulations and the Tenant agrees to defend, indemnify and hold harmless the Landlord of, from and against any and all suits, claims and causes of action brought against the Landlord and any loss, costs and expense which the Landlord may suffer or become liable to pay arising out of and/or in connection with the breach by the Tenant of any of the covenants, representations and warranties set forth in this paragraph.

(B) The Landlord represents and warrants that Landlord's use at the commons areas of the Building complies and will at all times comply in all respects with all applicable zoning laws, rules, codes, statutes and regulations and the Landlord agrees to defend, indemnify and hold harmless the Tenant of, from and against any and all suits, claims and causes of action brought against the Tenant and any loss, costs and expense which the Tenant may suffer or become liable to pay arising out of and/or in connection with the breach by the Landlord of any of the covenants, representations and warranties set forth in this paragraph.

50. WAIVER OF SUBROGATION: Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action or cause of action against the other for any loss or damage that may occur to the Leased Premises or any improvements thereto, the Building or any personal property of Landlord or Tenant, arising from any cause that (a) would be insured against under the terms of any insurance required to be carried hereunder; or (b) is insured against under the terms of any insurance actually carried, regardless of whether the same is required hereunder. The foregoing waiver shall apply regardless of the cause or origin of such claim, including but

not limited to the negligence of a party, or such party's agents, officers, employees or contractors. The foregoing waiver shall not apply if it would have the effect, but only to the extent of such effect, of invalidating any insurance coverage of Landlord or Tenant. Each party shall obtain any special endorsements, if any, required by their respective insurers to evidence compliance with the aforementioned waiver.

51. CLAIMS BY TENANT'S EMPLOYEES: If any person employed by the Tenant asserts a claim or commences a lawsuit against the Landlord, then the Tenant shall be liable over to the Landlord and shall contribute to any verdict, settlement or award against the Landlord in proportion to the Tenant's relative share of fault. This provision shall not be construed to limit or otherwise affect any other provision in this Lease.

52. DEFAULT:

(A) Events of Default: The following shall be Events of Default under this Lease:

(1) Tenant shall neglect or fail to pay any installment of Base Annual Rent, Additional Rent or any portion thereof or any other payments due under this Lease after the same shall become due after five (5) days notice of the failure to make such payment and demand therefor; provision or condition contained in the Lease on its part to be performed or observed within thirty (30) days after notice of such failure or if more than thirty (30) days shall be required to cure such default because of the nature of the default, if Tenant shall fail to proceed diligently to cure such default after the expiration of such 30-day period;

(2) The estate hereby created shall be taken on execution or by other process of law;

(3) Tenant or any guarantor under this Lease shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant or any guarantor of this Lease for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property or any property of any guarantor under this Lease by a court of competent jurisdiction, or a petition shall be filed for the reorganization of Tenant under any provisions of the Bankruptcy Act now or hereafter enacted, and such appointment, petition or proceeding is not dismissed within one hundred twenty (120) days after it is begun, or if Tenant

or any guarantor of this Lease shall file a petition for such reorganization, or for arrangement under any provisions of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for the payment of debts;

(4) Tenant shall vacate or abandon the Premises or fail to continuously operate a business at the Premises (for reasons other than damage, condemnation or remodeling) and fails to reopen for business after thirty (30) days written notice and demand;

(5) Tenant shall violate any term or condition of the Lease, including but not limited to, any violation of the specific use provisions set forth in the Lease;

(B) Landlord's Remedies: Upon the occurrence of any Event of Default (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), Landlord may, at its option:

(1) Terminate this Lease and the term hereof upon giving to the Tenant five (5) days written notice of the Landlord's intention to terminate this Lease. 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 thereof. If the Tenant shall remain in the Premises after the expiration date of this Lease, the Tenant will be deemed a hold-over tenant and the Tenant agrees that the Landlord shall have the right to immediately commence a summary proceeding for eviction in any Court having jurisdiction of the matter.

(2) Immediately, or at any time after the occurrence of an Event of Default, and without any demand or notice, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel Tenant and those claiming through or under it and remove its or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid this Lease shall terminate.

(3) Seek damages and avail itself of any remedies in a court of proper and competent jurisdiction as a result of Tenant's default under this Lease.

(C) Tenant's Obligations After Termination: Tenant covenants and agrees, notwithstanding any termination of this Lease or entry or re-entry by Landlord whether by summary proceedings, termination or otherwise, to pay and be liable for, on the days originally fixed herein for the payment thereof, amounts equal to the several installments of Minimum

Rent, Additional Rent and other charges reserved as they would become due under the terms of this Lease as if this Lease had not been terminated or if Landlord had not entered or re-entered as aforesaid, and whether the Premises be relet or remain vacant in whole or in part or for a period less than the remainder of the term, or for the whole thereof, but in the event the Premises be relet by Landlord, tenant shall be entitled to a credit in the net amount of rent received by Landlord (which may be less than the Minimum Rent herein) in reletting (but not in excess of sums due from Tenant to Landlord under this Lease), after deduction of all reasonable expenses incurred in reletting the Premises and in collecting the rent in connection therewith, including reasonable attorneys' fees. Such reasonable expenses of reletting shall include, but not be limited to, brokerage commissions, expenses of remodeling and incentive rent or free rent for a period of time.

(D) Litigation Expenses: In the event that Landlord and Tenant are involved in any litigation regarding the performance of any of their obligations under the provisions of this Lease, or in connection with Tenant's default hereunder the unsuccessful party by final order, decree or judgment in such litigation by a court of competent jurisdiction shall reimburse the successful party for all reasonable costs and expenses (including reasonable legal fees and court costs) incurred by such successful party in connection with obtaining such final order, decree or judgment.

### 53. RESTRICTIVE COVENANT:

(A) During the term of this Lease, neither the Tenant nor any principal of the Tenant will, in any manner or capacity, directly or indirectly, sell products or services at or in the Building in competition with any of the products and services provided by CMS Imaging Solutions. The Leased Premises will be used only for offices and for no other uses or purposes. Tenant understands that Landlord has and/or will enter into other leases with other tenants in the Building in reliance upon this term and provision. Without limiting any other right or remedy, the Landlord will be entitled to enforce this provision by obtaining an injunction in a court of law or equity fair and reasonable as of the date of this Lease. However, in light of the possibility of changed conditions or differing interpretation by a court of what is fair and reasonable, Landlord and Tenant stipulate as follows: (i) if any one or more of the terms, provisions, or restrictions of this paragraph shall be determined by a court of competent jurisdiction to be

invalid, void or unenforceable, the remainder of the terms, provisions and restrictions of this paragraph shall remain in full force and effect and shall in no way be affected, impaired or invalidated; and (ii) if any one or more of the provisions of this paragraph shall for any reason be determined by a court of competent jurisdiction to be unenforceable because such provision is excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting or reducing it, so as to be enforceable to the extent compatible to then applicable law during the term of this Lease provided that Tenant is not in default.

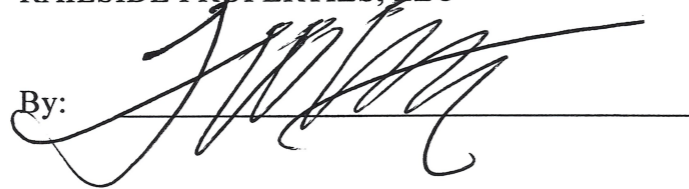
LIST OF EXHIBITS

Exhibit "A" Sketch of Leased Premises

Exhibit "B" Tenant's Work

54. HEADINGS: Headings used herein are for convenience only and shall not be used to interpret the meaning of any provision.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease on Sept 15, 2013.

RAILSIDE PROPERTIES, LLC  
By: 

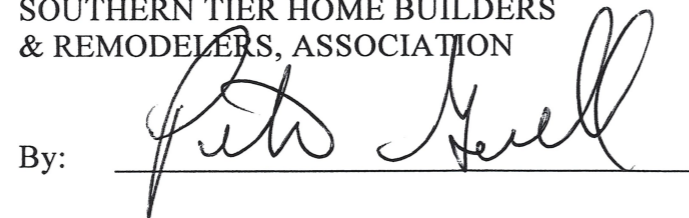
SOUTHERN TIER HOME BUILDERS  
& REMODELERS, ASSOCIATION  
By: 

EXHIBIT A  
Sketch of Leased Premises

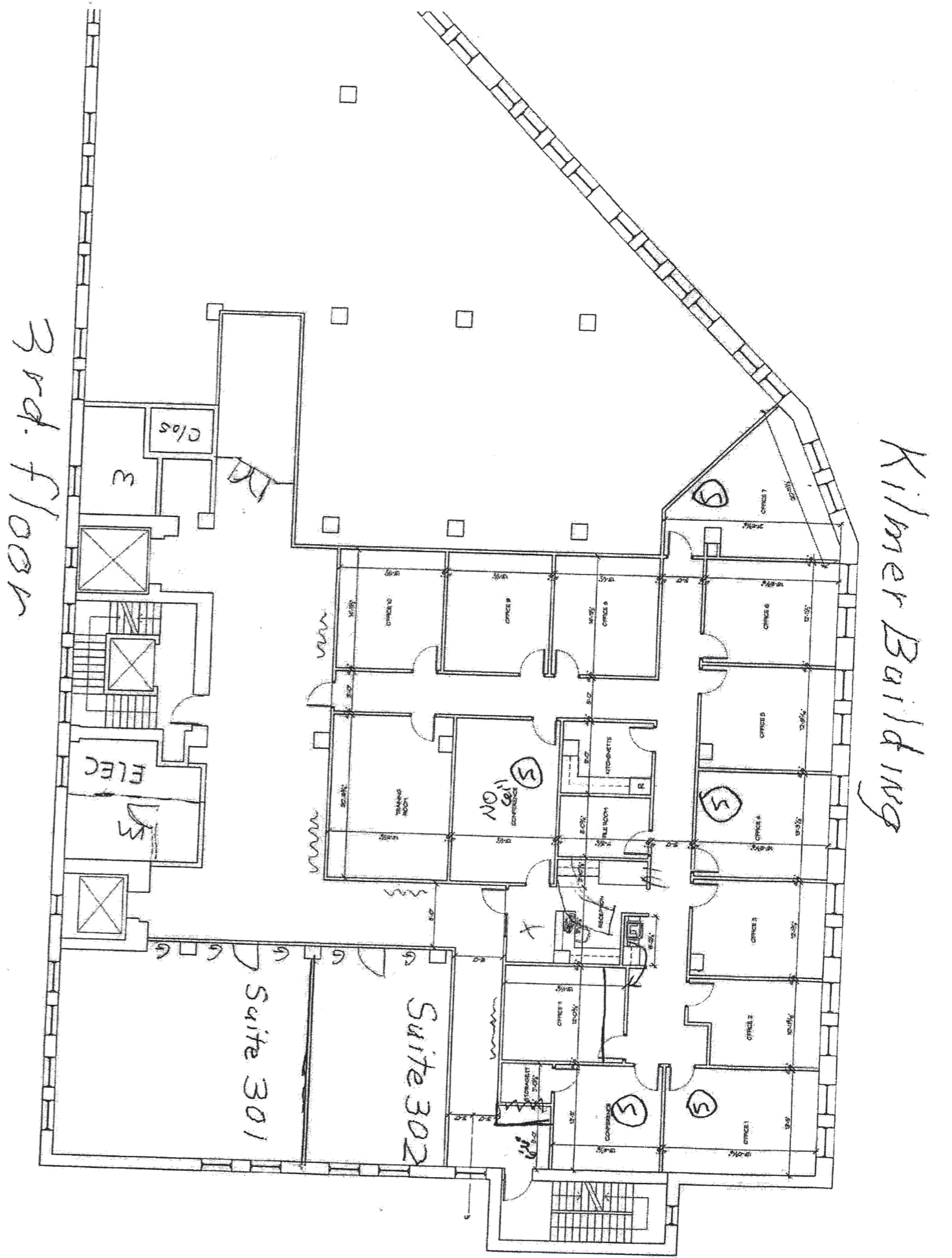


EXHIBIT B  
Tenant's Work

Tenant will finish the walls, install a drop ceiling, add vents and outlets, install carpeting and have the electrical, heating and air conditioning systems extended into the Leased Premises. The Leased Premises will be kept as one open area. Said work shall be done in a good and workmanlike manner and Tenant shall indemnify and hold Landlord harmless for any mechanic's liens. Tenant will be responsible for applying and obtaining any permits, inspections and occupancy certificates. A copy of the insurance certificate has been provided to the Landlord.