

**RESOLUTION AUTHORIZING GRANT OF LICENSE TO NEW YORK STATE
TECHNOLOGY ENTERPRISE CORPORATION TO OCCUPY AND USE CERTAIN
SPACE IN THE QUACKENBUSH BUILDING KNOWN AS SUITE 340**

WHEREAS, the Rensselaer County Industrial Development Agency (the IDA) has obtained a lease on the Third Floor of the Quackenbush Building in Troy, NY for the purpose of sub-leasing or licensing portions thereof to start-up companies or other small enterprises in order to encourage the development of new businesses and industries in Rensselaer County; and

WHEREAS, the New York State Technology Enterprise Corporation (hereinafter the "Licensee") is interested in obtaining a license from the IDA to occupy and use approximately 2797 square feet of that space, known as Suite 340, as general office space, and for any other uses which may be agreed upon between the IDA and the Licensee, in furtherance of the Licensee's business; and

WHEREAS, the granting of a license to the Licensee upon the terms and conditions set forth in the attached agreement would be in furtherance of the purpose, goals, and objectives of the IDA; now therefore be it

RESOLVED, that the Chairman of the IDA is hereby authorized to execute a license agreement in favor of the Licensee, substantially as set forth in the attached agreement, subject to approval thereof as to form by Agency Counsel.

Resolution ADOPTED by the following vote:

Ayes: 7

Nays: 0

Abstain: 0

June 14, 2018

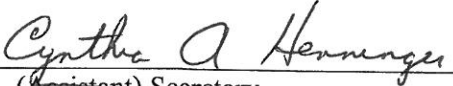
STATE OF NEW YORK)
) SS.:
COUNTY OF RENSSELAER)

I, the undersigned (Assistant) Secretary of Rensselaer County Industrial Development Agency (the "Agency"), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on June 14, 2018 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 14th day of June, 2018.



(Assistant) Secretary

(SEAL)

**RENSSELAER COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND
NEW YORK STATE TECHNOLOGY ENTERPRISE CORPORATION**

LICENSE AGREEMENT

It is hereby **AGREED** by and between **THE RENSSELAER COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (hereinafter the “**IDA**”), and **NEW YORK STATE TECHNOLOGY ENTERPRISE CORPORATION** (hereinafter “**NYSTEC**”), and **Quackenbush Properties, LLC**, as follows:

**ARTICLE I
THE LICENSED SPACE**

- 1.01.1. The **IDA** has leased from **Quackenbush Properties, LLC**, the entire third floor of the Quackenbush Building (the Building) located at 333 Broadway, Troy, New York. The **IDA** hereby grants to **NYSTEC** a License to exclusively use and occupy a portion of that third floor (the “Licensed Space”) consisting of approximately 2,797 square feet known as Suite 340, for use as general office space, or such other use as may hereafter be agreed upon between the **IDA** and **NYSTEC** in writing. **NYSTEC**’s License shall also include the non-exclusive right to use, in common with the **IDA** and other **IDA** Licensees, the common areas of the third floor, consisting of corridors and bathrooms which are not Licensed exclusively to others, nor otherwise designated as private. **NYSTEC**’s License shall also include the non-exclusive right to use, in common with the **IDA** and other **IDA** Licensees, and other occupants of the Building, the common areas of the Building, to the same extent that the **IDA** is allowed to use them by the terms of the lease between the **IDA** and **Quackenbush Properties, LLC**, including the use of sidewalks, entryways, hallways, stairways, elevators, and restrooms. **NYSTEC**’s License shall also include the right to use all cabling and communications appurtenances located in the Licensed Space.
- 1.01.2. It is understood that the **IDA** cannot grant to **NYSTEC** by License any greater rights in the premises than the **IDA** has received from **Quackenbush Properties, LLC** under the lease between the **IDA** and **Quackenbush Properties, LLC** and **NYSTEC**’s License is subject to the terms and conditions of that lease, an abstract of which is attached hereto as Attachment A.

**ARTICLE II
TERM of the LICENSE**

- 2.01. The term of the License shall commence on June 1, 2018 and shall expire May 31, 2019 unless renewed or sooner terminated pursuant to the terms of this lease.
- 2.02. **NYSTEC** shall have the option to renew this License for two additional one year terms, which option may be exercised by **NYSTEC** giving the **IDA** written notice of its intent to renew at least 60 days prior to the expiration of the term in effect at the time of such notice. Upon receipt and acknowledgment of such notice, the term of the License shall be deemed renewed for an additional year. Upon renewal the terms and conditions of this original License shall apply alike to the new License term, except that upon each such renewal the previous License Fee shall be increased by two percent.
- 2.02. It is understood and agreed that in order to facilitate a timely and orderly move of some **NYSTEC** operations to this newly licensed space **NYSTEC** was granted access to the space commencing May 21, 2018 and in exchange for that courtesy **NYSTEC** has agreed to pay to the **IDA** an additional License Fee in the amount of \$1,302.63, due and payable upon the signing of this License Agreement.

ARTICLE III LICENSE FEE

- 3.01. The License Fee shall be \$3,671.06 per month to be received by the **IDA** on or before the first day of each month during the term. In the event that the term should end other than upon the expiration date set forth in Paragraph 2.01, and as long as any such termination is not due to a breach of this License agreement by **NYSTEC**, the License fee shall be prorated accordingly, and any paid, but unearned, License Fee, minus any other amounts due to the **IDA** under this License agreement, shall be refunded to **NYSTEC**. If payment of the License Fee, Additional License Fee, or any other amount due from **NYSTEC** under this License Agreement, is more than ten days in arrears, a late fee in the amount of 5% of any such arrearage will be immediately due and payable as an Additional License Fee, in addition to any other remedy available to the **IDA**.

ARTICLE IV SERVICES

- 4.01. It is understood that **Quackenbush Properties, LLC** is responsible for providing certain utilities and services to the Third Floor of the Building pursuant to the Lease between **Quackenbush Properties, LLC** and the **IDA**, an abstract of which is attached hereto as Attachment A. **NYSTEC**, as a Licensee of the **IDA**, is entitled to those utilities and services to the same extent as the **IDA** is entitled thereto. Should **NYSTEC** have any difficulty in obtaining the utilities or services to which it is entitled hereunder, **NYSTEC** shall notify the **IDA** and the **IDA** shall, on behalf of **NYSTEC**, take all reasonable steps to enforce the obligations of **Quackenbush Properties, LLC** with respect thereto.

ARTICLE V LIMITATIONS ON USE OF THE PREMISES

- 5.01. **NYSTEC** agrees not to do, or permit anything to be done, in the Licensed Space or in the common areas to which it has access under this License Agreement, or to keep anything therein, which will create a serious hazard to the person or property of others; or which will obstruct or interfere with the rights of other tenants or Licensees in the building; or violate any law or governmental regulation; or do, or permit, any act which would constitute a violation of any term or requirement of any insurance policy upon the premises or property therein. **NYSTEC** may not conduct any extra-hazardous activities on the premises.

ARTICLE VI FIT-UP AND ADDITIONAL WORK

- 6.01. **Quackenbush Properties, LLC** has fit-up the Licensed Space as Class A office space at the expense of **Quackenbush Properties, LLC**.
- 6.02. If **NYSTEC** requests that any additional work beyond the initial fit-up be performed, **Quackenbush Properties, LLC** agrees to do the work at cost plus ten percent for overhead and supervision. **NYSTEC** agrees to pay for any such work within fifteen (15) days of receipt of a bill therefore.

ARTICLE VII ALTERATIONS

- 7.01. **NYSTEC** may not make any installations, alterations or additions in or to the Licensed Space without written consent of the **IDA**, which consent shall not be unreasonably withheld or delayed. All alterations, improvements and installations made by **NYSTEC** shall be at its sole cost and expense. Any such work shall be done in a good and workmanlike manner and in conformity with all applicable laws and governmental regulations. All shelving, partitions, fixtures, machinery or other equipment and property installed by **NYSTEC**, other than that which replaces such items that are upon the premises at the commencement of this License, shall remain the property of **NYSTEC** and shall be removed prior to the termination of this License. Any injury or damage caused to the

premises by such removal shall be promptly repaired by NYSTEC and the Licensed Space shall be restored substantially to its condition at the commencement of this License, reasonable wear and tear excepted. If any property belonging to NYSTEC is not removed from the premises prior to the termination of this License, then, upon the termination of this License such property shall not be deemed to be abandoned but rather shall be deemed to be immediately conveyed to the IDA; but, should the IDA determine it is necessary to remove any such property from the premises, this conveyance provision shall not be deemed to relieve NYSTEC of its obligation to pay the cost of any repair or restoration necessitated by such removal, and the cost of removal and disposal. Any shelving, partitions, fixtures, machinery or other equipment and property installed or provided by the IDA, or for which the IDA has given NYSTEC an allowance, shall remain the property of the IDA and shall be surrendered by NYSTEC upon the termination of this License.

ARTICLE VIII REPAIRS AND JANITORIAL SERVICES

- 8.01. NYSTEC shall take good care of the Licensed Space, and shall be responsible for the cost of any special cleaning or repairs to the Licensed Space necessitated by the intentional or negligent acts of NYSTEC's agents, employees or guests, and shall surrender up the Licensed Space upon termination of the License in as good condition as when it was received, reasonable wear and tear excepted.
- 8.02. Quackenbush Properties, LLC will maintain the common areas of the Third Floor and the Building in good order and condition.
- 8.03. Quackenbush Properties, LLC will perform light janitorial services in the Licensed Space and common areas, to include cleaning of bathrooms, vacuuming and trash removal, according to its lease obligations to the IDA, an abstract of which lease is attached hereto as Attachment A.

ARTICLE IX DESTRUCTION BY FIRE OR OTHER CASUALTY

- 9.01. In the event of fire or other casualty which renders the Licensed Space uninhabitable, or which renders the Building's common areas which are necessary for reasonable access to, and the intended use of, the Licensed Space, then NYSTEC's obligation to pay the License Fee shall abate until such time as the Licensed Space and/or the common areas are restored for use. In the event that NYSTEC shall have exercised its option to pay the License Fee in one advance payment pursuant to Paragraph 3.01 above, then the amount of any License Fee abated pursuant to this clause shall be refunded to NYSTEC. If the Licensed Space and/or the common areas are not restored for use after 90 days from the fire or casualty, then NYSTEC may terminate this License by giving written notice thereof to the IDA.

ARTICLE X SIGNAGE

- 10.01. Signage on the premises is controlled by the terms of the IDA's lease with Quackenbush Properties, LLC, a copy of which is attached hereto as Attachment A. The IDA agrees to cooperate with NYSTEC in its signage requirements and will use its best efforts to get approval from Quackenbush Properties, LLC for signage design and placement as desired by NYSTEC, and Quackenbush Properties, LLC agrees not to unreasonably withhold such approval.

ARTICLE XI UTILITIES

- 11.01. The provision of electricity, heat and air conditioning for the Licensed space shall be at the expense of NYSTEC. The IDA agrees to reimburse NYSTEC for one-half of that expense, upon the presentation of copies of the bills therefore. Such bills shall be presented to the IDA for reimbursement monthly.

ARTICLE XII DEFAULT

- 12.01. In case the Licensed Space shall be deserted or vacated, or if default be made in the payment of the License Fee or Additional License Fee, or any part thereof, after five (5) days written notice to cure; or if default be made in the performance of any of the covenants and agreements other than the payment of the License Fee or Additional License Fee after thirty (30) days written notice to cure same; or if NYSTEC 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 or Bureaus, applicable to the Licensed Space; or if NYSTEC shall file, or there shall be filed against NYSTEC, a petition in bankruptcy or arrangement, or under any insolvency laws now or hereinafter enacted, and not withdrawn within sixty (60) days; or shall NYSTEC be adjudicated a bankrupt or make an assignment for the benefit of creditors to take advantage of any insolvency act, the IDA may on the occasion of such default or action, or at any time thereafter, if the IDA so elects, terminate this License and the terms thereof, on giving to NYSTEC a thirty (30) day notice in writing of the IDA's intention so to do, and this License 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 License for the expiration hereof; or the IDA may summarily dispossess or remove the Licensee or any other occupant of the Licensed Space with or without summary legal proceedings, and may remove their effects to safekeeping and hold the Licensed Space as if this License had not been granted, but without prejudice to any other remedies available to the IDA under this License Agreement or otherwise.
- 12.02. In the event of such dispossession, termination or removal and notwithstanding such action or the termination of this License: (i) NYSTEC shall be liable forthwith to pay any unpaid License Fee and Additional License Fee payable under this License up to the date of such dispossession, removal or termination, (ii) the IDA may re-License or lease the Licensed Space, or any part or parts thereof, for a term or terms which may, at the option of the IDA, be less than or exceed the period which would otherwise have constituted the balance of the term of this License and may in its discretion grant concessions or a free License Fee or free rent for a reasonable time; (iii) NYSTEC shall pay to the IDA as liquidated damages for the failure of NYSTEC to observe and perform its covenants and agreements under this License Agreement, any deficiency between the License Fee and Additional License Fee payable by NYSTEC under this License and the net amount, if any, of the License Fees or rents collected on account of the re-licensing or leasing of the Licensed Space for each month of the period which would otherwise have constituted the balance of the term of this License, (except that in calculating any possible deficiency, NYSTEC shall not be credited with the amount of any monthly License Fees, or additional License Fees, or rent payment received by the IDA due to the re-licensing or leasing of the Licensed Space which exceed the monthly License Fee and Additional License Fee which would have been due from NYSTEC under the terms of this License Agreement, in the event that the IDA is able to re-License or lease the Licensed Space for a License Fee and/or additional License Fee higher than the License Fee and/or Additional License Fee provided for in this License Agreement); (iv) amounts received by the IDA after re-licensing or leasing the Licensed Space shall first be applied against the IDA's expenses incurred in any such effort to re-License or lease, until the same are recovered and when and if such expenses have been completely recovered, the amounts received from re-licensing or leasing as have not previously been applied shall be credited against NYSTEC's obligations to the IDA. The IDA may make such reasonable alterations, repairs, replacements and decorations in the Licensed Space as the IDA considers advisable and necessary for the purpose of re-licensing or leasing the Licensed Space and the making of such alterations and decorations shall not operate or be construed to release NYSTEC from liability under this Lease. The failure or refusal of the IDA to re-License or lease the Licensed Space or any part thereof shall not release or affect the liability of NYSTEC for damages under this License. However, the IDA shall use reasonable effort to re-License or lease the Licensed Space. The IDA shall in no event be liable in any way whatsoever for inability to re-License or lease the Licensed Space or, in the event that the Licensed Space is re-Licensed or leased, for any subsequent inability to collect the License Fee, additional License Fee or rent.

ARTICLE XIII CURING DEFAULT

- 13.01. If NYSTEC shall default in the observance or performance of any covenant or agreement of this License, beyond any period given to cure such default, the IDA may perform the same for the account of NYSTEC, and if the IDA makes any expenditures or incurs any obligation for the payment of money in connection therewith,

including, but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such expenditures paid, or obligations incurred, with interest and costs, shall be deemed to be an Additional License Fee and shall be paid by NYSTEC to the IDA within ten (10) days of rendition to NYSTEC of any bill or statement therefor.

ARTICLE XIV EMINENT DOMAIN

- 14.01. If the Quackenbush Building should be acquired or condemned by Eminent Domain for any public or quasi-public use or purpose, then in that event, the term of this License shall cease and terminate from the date of title vesting in such proceeding. In the event of a Taking of the Building or any part thereof, Quackenbush Properties, LLC shall have, and NYSTEC hereby grants and assigns to Quackenbush Properties, LLC, all rights to recover for damages with respect to the Building in which the Licensed Space is located, including any interest created by this License Agreement, and to any compensation accrued or hereafter to accrue by reason of such Taking, as aforesaid, and by way of confirming the foregoing, NYSTEC hereby grants and assigns, and covenants with Quackenbush Properties, LLC to grant and assign to Quackenbush Properties, LLC all rights to such damages or compensation. Nothing contained herein shall be construed to prevent NYSTEC from prosecuting in any condemnation proceedings any claims permitted by law, to recover for relocation expenses, loss of business, or depreciation to, or cost of removable of, trade fixtures, furniture and other personal property belonging to NYSTEC, or any alterations which are of the nature that they would remain the property of NYSTEC, provided that such action shall not affect the amount of compensation otherwise recoverable by Quackenbush Properties, LLC from the Taking Authority.

ARTICLE XV INDEMNIFICATIONS

- 15.01. NYSTEC does hereby covenant and agree that it will indemnify and save harmless the IDA from and against any and all liability, damage, penalties or judgments arising from injury to person or property sustained by anyone in and about the Licensed Space and common areas resulting from any act or acts of omission or commission of NYSTEC, or NYSTEC's officers, agents, servants, employees, contractors, or assignees. NYSTEC shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against the IDA or in which the IDA may be impleaded upon any such above-mentioned matter, claim or claims, except as may result from any act or acts of omission or commission of the IDA, or its officers, agents, servants, employees, assignees or contractors.

ARTICLE XVI ASSIGNMENT AND SUBLETTING

- 16.01. This License may not be assigned or transferred except as the IDA, in its complete discretion, may authorize. The IDA has the complete discretion to determine whether or not any proposed assignment or transfer of this License would further the mission and goals of the IDA, and its judgment in that regard may not be superseded by any other entity. Beyond that stricture, the assignment or transfer of this License to a designee of NYSTEC shall not be unreasonably denied by the IDA.

ARTICLE XVII END OF TERM

- 17.01. Upon expiration or other termination of the term of this License, NYSTEC shall quit and surrender to the IDA the Licensed Space, broom clean, in as good order and condition as it was received, reasonable wear and tear expected.

**ARTICLE XVIII
QUIET ENJOYMENT**

- 18.01. The IDA covenants and agrees that, so long as NYSTEC shall pay the License Fee and Additional License Fee as and when due and shall otherwise fully, faithfully and timely observe and perform within applicable notice and cure periods the agreements, covenants and conditions of this License Agreement on its part to be observed and performed with respect to the related Licensed Space, NYSTEC shall and may peaceably and quietly have, hold and enjoy the related Licensed Space for the Term of the License, including as the same may be extended, without disturbance, hindrance, ejection or molestation by the IDA (subject to the terms of this License Agreement) or any one claiming by, through or under the IDA.

**ARTICLE XIX
NO WAIVER**

- 19.01. The failure of the IDA to seek redress for violation of, or to insist upon the strict performance of, any covenant or agreement contained in this License shall not prevent a similar subsequent act from constituting default under this License. This License contains the entire agreement between the parties, and cannot be changed, modified, or amended unless such change, modification or amendment is in writing and signed by the party against whom enforcement of such change, modification or amendment is sought.
- 19.02. No payment by NYSTEC, nor acceptance by the IDA of a lesser amount than shall be due from NYSTEC to the IDA, shall be treated otherwise than as payment on account. The acceptance by the IDA of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, to the effect that such lesser amount is payment in full, shall be given no effect, and the IDA may accept such check without prejudice to any other rights or remedies which the IDA may have against NYSTEC.

**ARTICLE XX
WAIVER OF TRIAL AND COUNTERCLAIMS**

- 20.01. The parties agree that they shall, and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by any of the parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this License. If the IDA commences any summary proceeding for non-payment of License Fee or Additional License Fee, NYSTEC will not interpose any counterclaim in such proceeding unless such counterclaim arises out of, or is in any way connected with this License Agreement.

**ARTICLE XXI
INSPECTION OF PREMISES**

- 21.01. NYSTEC agrees that the IDA and its agents and/or representatives shall have the right to enter into and upon the Licensed Space, 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.

**ARTICLE XXII
NOTICES**

- 22.01. Any notice or demand required to be given under this License, or pursuant to any law or governmental regulations, shall be in writing.

**XXIII
MISCELLANEOUS**

- 23.01. This License Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.
- 23.02. NYSTEC shall store all trash, debris and all other waste materials in areas inside the Quackenbush Building as designated by Quackenbush Properties, LLC or by the IDA. In no event shall any trash, debris or waste materials be stored outside of the Quackenbush Building.
- 23.03. Parking is available in the Uncle Sam Parking Garage at \$50.00 a month per space.
- 23.04. Quackenbush Properties, LLC and/or the IDA may, at their sole discretion, ban any pet from the premises for any reason.
- 23.05. NYSTEC shall not cause or allow any noise or activity on the premises which might unreasonably disturb the peace and quiet enjoyment of another tenant. Any such unreasonable noise and/or activity shall constitute a breach of this agreement.

**ARTICLE XXIV
SECURITY DEPOSIT**

- 24.01. Upon signing this License NYSTEC shall deposit with the IDA the sum of \$3,671.06 which shall be retained by the IDA as a security deposit for the full and faithful performance by NYSTEC of all of the terms, covenants and conditions of this instant License, which said sum shall be returned to NYSTEC at the termination of this License Agreement or any renewal or extension hereof, provided that NYSTEC has fully and faithfully carried out all of the terms, covenants and conditions of this License Agreement.

**ARTICLE XXV
GOOD FAITH**

- 25.01. The Licensed Space is of such a configuration and is not of such size as to justify, in either case, in the opinion of the parties, entering into formal leases and/or subleases covering each Licensed space in the Building. The parties have therefore entered into this License Agreement which, the parties recognize, is not dispositive of all matters and issues that may arise during the Term of the License with respect to the Licensed Space. As and when issues and matters arise that are not definitively controlled by the provisions of this License Agreement or the IDA's related lease, the parties agree to act reasonably, and to endeavor in good faith to adjust and resolve such issues and matters, so that the purpose of this License might be accomplished.

**ARTICLE XXVI
NON-LIABILITY**

- 26.01. The IDA and NYSTEC agree that neither their respective directors, officers, employees, shareholders nor any of their respective agents shall have any personal obligation hereunder, and that the IDA and NYSTEC shall not seek to assert any claim or enforce any of their rights hereunder against such directors, officers, employees, shareholders or agents personally.

**ARTICLE XXVII
BINDING EFFECT**

- 27.01. This License Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and shall not be modified except by an express written agreement signed by duly authorized representative of both parties.

IN WITNESS WHEREOF, the parties have duly executed this License Agreement on the dates below written:

Signed on _____, 2018

Rensselaer County IDA

By: _____

(Authorized Signer)

Printed Name: _____

Title: _____

Signed on _____, 2018

New York State Technology Enterprise Corporation

By: _____

(Authorized Signer)

Printed Name: _____

Title: _____

Signed on _____, 2018

Quackenbush Properties, LLC

By: _____

(Authorized Signer)

Printed Name: David Bryce

Title: Sole Member

Approved as to form,

Peter R. Kehoe, Esq.
Agency Counsel

ATTACHMENT "A"

Abstract of Relevant Sections of Agreement of Lease

between

David W. Bryce, Jr. and QUACKENBUSH Properties, LLC, and the RENSSELAER COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AGREEMENT OF LEASE, dated the 17th of December, 2014, between **David W. Bryce, Jr.** and his wholly-owned **QUACKENBUSH Properties, LLC**, having their principal place of business located at 297 River Street, Troy, New York 12180, herein jointly called the "Landlord", and the **RENSSELAER COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, with its office at the Fifth Floor, 1600 Seventh Avenue, Troy, New York 12180, hereinafter referred to as "Tenant".

WITNESSETH: That in consideration of the covenants and agreements herein contained, the Landlord and Tenant agree as follows:

ARTICLE I - DEMISED PREMISES

- 1.1. Landlord hereby leases to Tenant and Tenant hires from Landlord, the premises (hereinafter referred to as "the Demised Premises") containing approximately 10,000 square feet to be known as Suite 300, comprised of the entire 3rd floor, excepting elevator shaftways and common stairways, located in a building commonly known as the Quackenbush Building, 333 Broadway, Troy, NY 12180 (the "Building").
- 1.2. Tenant shall have, as appurtenant to the Demised Premises, the right to use all common areas, on all floors of the Building, for ingress and egress.

ARTICLE III - TERM

- 3.1. The term of this Lease shall be for a period commencing on the date that the Tenant accepts the premises after Tenant has been notified by Landlord that the premises are ready for occupancy and shall terminate at midnight on the 31st day of December, 2019, unless renewed or sooner terminated pursuant to the various provisions of this lease. The date of acceptance of the premises and commencement of the lease term shall be endorsed hereon and acknowledged by the parties.
- 3.2. The Tenant shall have the right to renew the lease for up to two additional terms of five (5) year each. The monthly rent for such renewed term or terms shall be as provided in Paragraph 5.2 following.

- 3.3. In the event the Tenant wishes to exercise any option to renew the lease hereunder, written Notice thereof must be received by the Landlord no later than four months prior to the renewal date. The "renewal date" means the day after the last day of the expiring term, which would also be the first day of the renewed term.

ARTICLE IV - CONDITIONS

- 4.1. It is understood and agreed between the parties that the Tenant is entering into this lease in reliance upon the name, reputation, experience, ability, credit and personal commitment to the Building and to the project being undertaken by the Tenant. Should any person or entity other than David W. Bryce, Jr. and/or his wholly-owned Quackenbush Properties, LLC or other entity wholly-owned by said David W. Bryce, Jr., obtain a legal interest of any kind, other than a leasehold or mortgage interest, in the Building or in the Demised Premises, then Tenant's obligations under this lease may be terminated at Tenant's option.
- 4.2. It is understood and agreed between the parties that the value of the Demised Premises to the Tenant is dependent upon the Demised Premises being designated as a Start Up New York site and that the Tenant's obligations under this lease shall not commence unless and until the Demised Premises are officially designated as such, any other language to the contrary herein notwithstanding. Furthermore, if the Demised Premises should be designated a Start Up New York site, and should they thereafter lose that designation, then the Tenant may, at its option, terminate this lease.

ARTICLE VI - UTILITIES, HEATING AND COOLING

- 6.2. Water and sewer for the Demised Premises are the responsibility of the Landlord.

ARTICLE VII - TAXES

- 7.1. The Landlord shall be responsible for the payment of all taxes, rates, assessments and fees imposed or charged by any governmental entity with respect to the Building or Demised Premises throughout the term, including any extensions thereof.

ARTICLE VIII - SCOPE OF WORK

- 8.1. Landlord shall perform the following work before the commencement of the Tenant's obligations under this lease:

The Demised Premises will be fit-up substantially as illustrated in **Exhibit "A"**, according to specifications outlined in **Exhibit "B"**. Any substantial changes or additions to the scope of work illustrated in Exhibit "A" or as outlined in Exhibit "B" are subject to advance written approval by the Tenant.

- 8.2. Allowances for flooring, lighting and kitchen counters and kitchen cabinets have been provided for in **Exhibit "B"**. When there is a deviation between the allowance and the final cost the tenant shall either be credited for the difference when the final cost is less than the allowance, OR, if the final cost is greater than the allowance the tenant shall pay for the

increase prior to taking occupancy. (Any increase in cost, above the allowances, shall be approved by Tenant, in writing, prior to any such cost being incurred by Tenant). 8.3. Any equipment or work which the Landlord installs or constructs in the Demised Premises at the Tenant's written request, pursuant to Paragraph 8.01 above, beyond the items contained in Exhibits "A" and "B", shall be paid for by the Tenant within fifteen (15) days after receipt of a bill therefore at Landlord's cost plus ten (10%) percent for overhead and supervision.

ARTICLE IX - ALTERATIONS

- 9.1. Tenant may not make any installations, alterations or additions in or to the Demised Premises without written consent of Landlord, which consent shall not be unreasonably withheld or delayed. If the tenant undertakes to do such work for the use or benefit of the Tenant, as distinguished from a sub-tenant or Licensee of Tenant, the work shall be done at Tenant's expense and the work shall be done in a good and workmanlike manner and in conformity with the building laws and regulations of the City of Troy, County of Rensselaer, and State of New York. All shelving, partitions, fixtures, machinery and other equipment and property installed by Tenant, other than that which replaces such items that are upon the premises at the commencement date of this Lease, shall remain the property of the Tenant and shall upon termination of this Lease, be removed by Tenant, except for those items which have been provided by the Landlord or for which the Landlord has made allowances all as set forth on Exhibits "A" and "B" or any replacements thereof. Any injury or damage caused to the Demised Premises by such removal shall be promptly repaired by Tenant and said premises restored substantially to the condition as the same were at the commencement of this Lease, reasonable ordinary wear and tear excepted. If any such property is not removed from the Demised Premises prior to the termination of this Lease, then, upon the termination of this Lease such property shall not be deemed to be abandoned but rather shall be deemed to immediately be conveyed to the Landlord.
- 9.2. It is understood and agreed between the parties that it is an essential element of this lease that subtenants and/or Licensees of the Tenant be allowed to alter the physical characteristics of various areas of the Demised Premises to meet the needs of their respective enterprises, which needs are not readily ascertainable until the sub-tenant or Licensee is identified. Landlord will cooperate with the subtenants and/or Licensees in accomplishing any reasonably required alterations or fit-up. Any such alterations or fit-up made to accommodate new sub-tenants or Licensees of Tenant will be made at the expense the Landlord.

ARTICLE X - USE OF PREMISES

- 10.1. It is understood that the Tenant is taking the premises with the intent of subleasing or licensing the use of the premises to start-up or other small companies or industries interested in beginning or growing their business in Rensselaer County, recognizing that those companies might not be willing or able to do so in Rensselaer County without the availability to them of start-up-ready space.

- 10.2. Tenant or its subtenants or Licensees may use and occupy the Demised Premises for the purpose of general office space, commercial enterprise and light industrial design and manufacturing. It is understood that these enumerated uses of the premises are "of the essence" to the contract, and in the event that any such use should be prohibited by any governmental authority, or other entity, then the lease may be terminated at Tenant's option.
- 10.3. Tenant agrees not to do or permit any ultra-hazardous activity in said Demised Premises or keep any ultra-hazardous materials therein, which would cause the cancellation of Landlord's fire insurance on the Building, or which will obstruct or interfere with the rights of other tenants, or conflict with the applicable regulations of any pertinent authority or public or quasi-public entity.

ARTICLE XI - ASSIGNMENT, SUBLETTING OR LICENSING

- 11.1. Tenant may assign this lease, and may sublease the Demised Premises and /or may grant Licenses for the use of the Demised Premises or any portion of the Demised Premises, subject to Landlord's approval. Landlord approval shall not be unreasonably withheld.
- 11.2. It is understood between the parties that it is Tenant's purpose in entering into this lease to acquire the Demised Premises for the purpose of subletting or licensing the same to start-up enterprises or small companies which wish to create or expand operations in Rensselaer County, in order to encourage and enable them to do so and hence increase employment opportunities in Rensselaer County. In furtherance of this purpose Landlord agrees to devote its best efforts to helping Tenant find eligible businesses to occupy space in the demised premises, at no charge to Tenant for such efforts, and Landlord shall cooperate with Tenant in filling the Demised Premises with eligible subtenants and/or Licensees. Tenant shall have the right to reject any proposed tenant or Licensee, and shall set the terms and conditions of any sublease or License, including the rent or License fee to be paid to Tenant by any subtenant or Licensee.

ARTICLE XII - MISCELLANEOUS

- 12.1. Tenant shall store all trash, debris and all other waste materials in areas inside the Demised Premises as designated by Landlord. In no event shall any trash, debris or waste materials be stored outside of the Demised Premises.
- 12.2. The covenants of the Landlord contained in this Lease shall be binding upon Landlord and Landlord's successors in title only with respect to breaches occurring during the Landlord's and Landlord's successors' respective ownership of Landlord's interest in the Demised Premises, and the Tenant specifically agrees to look solely to Landlord's equity interest in the building, for the recovery of any judgment against Landlord. Beyond the Landlord's equity in the Building, there shall be no personal liability of the Landlord or partnerships, firms, corporations or other entities which at any time constitute the Landlord with respect to any of the terms, covenants, conditions and provisions of this Lease.
- 12.3. Tenant shall have access to the demised space to prepare the premises for occupancy, from the date of execution of this lease to the commencement date.
- 12.4. Tenant shall have access to the network closet, currently located in another tenant's demised space, said access to be arranged by the Landlord, upon request of Tenant.

- 12.5. No more than one animal, bird, or other pet will be kept on the premises at any given time, even temporarily, except properly trained service animals needed by blind, deaf, or disabled persons. In any event, the Landlord may, at the Landlord's sole discretion, ban any pet from the premises for any reason.

ARTICLE XIII - INSURANCE

- 13.1. Landlord agrees to carry, or cause to be carried, during the term hereof public liability insurance on the common areas, providing coverage of not less than One Million Dollars (\$1,000,000.00) for personal injury or death arising out of any one occurrence with terms and companies reasonably satisfactory to Tenant, but, in any event including coverage for Landlord's indemnity to Tenant contained in the Article below headed "Indemnification". Landlord further agrees to carry during the term hereof insurance for fire, extended coverage, vandalism, malicious mischief, and such other hazards as Landlord's first mortgagee may require, insuring the improvements located on Landlord's property in the Building, including the Demised Premises and all appurtenances thereto (excluding Tenant's, subtenants', or Licensees' merchandise, trade fixtures, furnishings, equipment, personal property and Tenant's, subtenants' or Licensees' work) for not less than the full replacement value thereof. Landlord shall provide Tenant with copies of the policies or certificates evidencing that all of the aforesaid insurance coverage is in full force and effect and stating the terms thereof, and any such policies or certificates shall provide that Tenant shall be given a minimum of thirty (30) days written notice by the insurance company prior to cancellation, termination or change in such insurance.
- 13.2. Tenant agrees to carry public liability insurance on the Demised Premises during the term hereof, covering both Tenant and Landlord as insured with terms and companies reasonably satisfactory to Landlord, but in any event including coverage for Tenant's indemnity to Landlord contained in the Article below headed "Indemnification", for Limits of no less than One Million (\$1,000,000.00) Dollars for personal injury or death arising out of any one occurrence and providing that Landlord and Tenant shall be given a minimum of thirty (30) days written notice by the insurance company prior to cancellation, termination or change in such insurance. Tenant also agrees to carry property damage insurance in the amount of not less than One Hundred Thousand (\$100,000.00) Dollars for damage to property arising out of one occurrence. Tenant further agrees to carry insurance against fire and such other risks as are from time to time included in standard extended coverage insurance, for the full insurable value covering all of Tenant's trade fixtures, furnishings, wall covering, carpeting, drapes, equipment, Tenant's work, and all other items of personal property of Tenant located on or within the Demised Premises. Tenant shall provide Landlord with copies of the policies or certificates evidencing that all of the aforesaid insurance coverage is in full force and effect and stating the terms thereof.
- 13.3. All policies of insurance required of Landlord and/or Tenant in sections 8.01 and 8.02 hereof shall contain a waiver of subrogation in favor of the other party.

ARTICLE XIV - REPAIRS AND JANITORIAL

- 14.1. The tenant shall take good care of the Demised Premises, maintain same and shall, except as set forth in Article 10.01, at Tenant's own cost and expense, make all repairs necessary to preserve the premises in good order, except that repairs to the roof, exterior walls, foundation, other structural elements of the Building, load bearing walls, floors and the repair and replacement of all major units, major components or major pipes for the proper operation of the heating, plumbing, air-conditioning, ventilating and sewer and water systems shall be the responsibility of Landlord (including light ballasts but excluding bulbs) unless the necessity of said repair is caused by the negligence or wrongful acts of the Tenant. Landlord represents and warrants to the Tenant that at the commencement of the lease term, the aforesaid items and all mechanical systems upon the Demised Premises are in good working order. At the expiration of the lease, Tenant shall deliver up the Demised Premises in good order and condition, reasonable wear and tear excepted.
- 14.2. Landlord will maintain the common areas of the Building in good repair and in a safe and clean condition.
- 14.3. Landlord will perform janitorial services to the Demised Premises as per attached schedule entitled Exhibit "E", as part of the rent paid by Tenant.

ARTICLE XV - DESTRUCTION BY FIRE OR OTHER CASUALTY

- 15.1. In the event the Demised Premises are hereafter damaged or destroyed or rendered partially untenable for their accustomed uses, by fire or other casualty insured under the coverage which landlord is obligated to carry pursuant to Article VIII, then Landlord shall promptly repair said premises and restore the same to substantially the condition in which they were immediately prior to the happening of such casualty and from the date of such casualty until the Demised Premises are so repaired and restored, monthly rental payments and all other charges and items of additional rent payable hereunder shall abate in such proportion as the part of the Demised Premises thus destroyed or rendered untenable bears to the total Demised Premises, provided, however, that in the event fifty percent (50%) or more of the value of the Demised Premises or of the Building be hereafter destroyed or rendered untenable by fire or other casualty (based upon the ratio of the cost to replace the premises damaged or destroyed as compared with the value of the Demised Premises or of said Building, as the case may be, immediately prior to such fire or other casualty as shown by certificate of Landlord's architect), then either party hereto shall have the right to terminate this Lease effective as of the date of such casualty, by giving to the other party hereto, within thirty (30) days after the happening of such casualty, written notice of such termination. If said notice be given within said thirty (30) day period, this Lease shall terminate and the annual rental and all other charges and items of additional rental shall abate as aforesaid from the happening of such casualty, and Landlord shall promptly repay to Tenant any rental theretofore paid in advance which has not been earned at the date of such casualty. Any of the foregoing notwithstanding, if the Demised Premises should be damaged by fire, casualty or other cause to such a degree that in the sole judgment of the Tenant the interruption in the tenantability of the premises will defeat the purposes of this lease by causing a substantial interruption to the business or operations of the Tenant or its subtenants or Licensees such as in their business judgment makes it advisable to

immediately seek alternative premises, then and in that event this Lease shall terminate upon written notice to Landlord of such determination by Tenant.

ARTICLE XVI - SIGNS

- 16.1. The Landlord shall provide, at Landlord's expense, a sign or Building Directory at the ground floor entrance to the Building, indicating to the Public the location of Tenant's space within the Building. The Tenant shall neither place, nor cause or allow to be placed, any sign or signs of any kind whatsoever at, in, on or about the Building or in any windows or glass therein except in the common area on the Tenant's floor at the entrance to the Demised Premises and/or on the interior of the demised premises in a position so as to be not readily visible from the street. Any such sign placed by Tenant in the common area on the Tenant's floor at the entrance to the Demised Premises is subject to Landlord's prior approval. Landlord shall provide written specifications for such sign upon request. Any Tenant's signs shall be purchased and maintained by Tenant at Tenant's expense. In the case that the Landlord shall deem it necessary to remove any such sign or signs in order to make any other repairs or alterations or improvements in or upon the Demised 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.

ARTICLE XVII - COMPLIANCE WITH LAWS

- 17.1. Tenant shall comply with all laws, orders and regulations of federal, state, county and municipal authorities, and with any direction pursuant to law of any public officer thereof, which shall impose any violation, order or duty upon Landlord or Tenant resulting from the use or occupancy of the Demised Premises by Tenant. Tenant shall have the right, upon giving notice to Landlord, to contest any obligations imposed upon Tenant pursuant to the provisions of this Article, and to defer compliance during the pendency of such contest, provided that the failure of Tenant to so comply will not subject Landlord to prosecution or criminal penalty. Landlord shall comply with any such laws, orders, regulations, directions and rules in respect to the Demised Premises, other than those imposing an obligation upon Tenant as aforesaid, subject, however, to the right of Landlord similarly to contest as aforesaid and defer compliance during the pendency of such contest. To the best of Landlord's knowledge and information, the Demised Premises comply with current laws, orders, and regulations and to Landlord's knowledge there are no violation of any local laws, ordinances, rules or regulations pertaining to Zoning or Code that will in any way interfere with the use of the Demised Premises by Tenant as set forth in Article v of this Lease. However, in the event that any such violations exist which would prevent Tenant's permitted use of the Demised Premises, Tenant shall have the option of canceling this Lease without further liability.

ARTICLE XVIII - SUBORDINATION

- 18.1. This instrument shall not be a lien against said Demised Premises with respect to any mortgage that is now on, or that hereafter may be placed against, said Demised Premises,

and upon the recording of such mortgage or mortgages, the same shall have preference and precedence and be superior and prior in lien to this Lease, irrespective of the date of the making or recording of the same, and this subordination shall be self-operative and effective upon recording of said mortgage so long as the mortgagee consents in writing to the "non-disturbance" agreement hereinafter set forth. The Tenant agrees to execute any instrument, without cost to tenant, which may be requested by Landlord or Landlord's mortgagee in connection with the subordination of this Lease to any such mortgage, and a refusal to execute such instrument shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of canceling this Lease without incurring any expense or damage and the term hereby granted is expressly limited accordingly, provided, however, that a non-disturbance agreement shall have first been entered into in respect to such mortgage hereinafter placed against the Demised Premises. The term "non-disturbance agreement" as used in this Article shall mean an agreement in recordable form between the Tenant and the holder of any subsequent mortgage lien, which shall provide, in substance, that the Tenant shall attorn to any such mortgagee and that as long as Tenant is not in default under this Lease beyond any period given to Tenant to cure such default, such holder will not name or join Tenant as a party defendant or otherwise in any suit, action or proceeding to enforce the mortgage, nor will this Lease be terminated or otherwise affected by enforcement of any rights given to such holder pursuant to the terms, covenants or conditions contained in such mortgage or mortgages, or any other documents held by such holder or any rights given to such holder as a matter of law. Tenant agrees to make minor, reasonable changes to this Lease as may be required by any such mortgagee, provided such mortgagee is a recognized lending institution and the said changes do not modify the substance of this agreement.

18.2. With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage on property which includes the Demises Premises, Tenant agrees:

(a) That the execution thereof by Landlord and the acceptance thereof by the holder of such mortgage, shall never be treated as an assumption by such holder of the obligations of the Landlord hereunder, unless and until such holder shall, by notice to Tenant, specifically otherwise elect; and

(b) Except as aforesaid, such holder shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage, the taking of possession of the Demised Premises, and such holder's acceptance of Tenant's attornment.

ARTICLE XIX - WAIVER OF REDEMPTION

19.1. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being dispossessed or removed from the Demised Premises because of default by Tenant pursuant to the covenants or agreement contained in this Lease.

ARTICLE XX - DEFAULT

20.1. (a) 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 additional rent or any part thereof as hereinafter specified after five (5) days written notice to cure, or if, without the consent of the Landlord, or if default be made in the performance of any of the covenants and agreements other than the payment of rent or additional rent in this Lease contained on the part of the Tenant to be kept and performed, after thirty (30) days written notice to cure same, 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 of Bureaus, applicable to the Demised Premises, or if the Tenant shall file or there shall be filed against Tenant a petition in bankruptcy or arrangement, or under any insolvency laws now or hereinafter enacted, not withdrawn within sixty (60) days, or Tenant be adjudicated a bankrupt or make an assignment for the benefit of creditors to take advantage of any insolvency act, the Landlord may on the occasion of such default, if the Landlord so elects, and may at any time thereafter terminate this Lease and the terms thereof, on giving to the Tenant thirty (30) 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, or Landlord may dispossess or remove Tenant or any other occupant of the Demised Premises by summary proceedings or otherwise, and remove their effects and hold the Demised Premises as if this Lease had not been made, but without prejudice to Landlord's remedies, on account thereof as set forth in paragraph (b) below. Such notice shall be given as provided for in the Article below entitled "Notices".

(b) In the event of such dispossession, termination or removal and notwithstanding such action or the termination of this Lease, (i) the Tenant shall be liable forthwith to pay the rent and additional rent payable under this Lease up to the date of such dispossession, removal or termination, (ii) Landlord may re-let the Demised Premises, or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms which may, at the option of Landlord, 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 for a reasonable time; (iii) Tenant shall pay to Landlord as liquidated damages for the failure of Tenant to observe and perform the covenants and agreements of Tenant under this lease, any deficiency between the rent and additional rent payable by Tenant under this lease and the net amount, if any, of the rents collected on account of the Leases 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; (iv) amounts received by Landlord after reletting shall first be applied against Landlord's expenses incurred in any reletting, until same are recovered, and until such recovery, Tenant shall pay, as of each day when a payment would fall due under this Lease (Tenant's liability prior to any such reletting and such recovery not in any way to be diminished as a result of the fact that such reletting might be for a rent higher than the rent provided for in this Lease); when and if such expenses have been completely recovered,

the amounts received from reletting by Landlord as have not previously been applied shall be credited against Tenant's obligations as of each day when a payment would fall due under this Lease, and only the net amount thereof shall be payable by Tenant, further, amounts received by Landlord from such reletting for any period shall be credited only against obligations of Tenant allocable to such period, and shall not be credited against obligations of Tenant hereunder accruing subsequent or prior to such period; nor shall any credit of any kind be due for any period after the date when the term of this Lease is scheduled to expire according to its terms. Landlord may make such reasonable alterations, repairs, replacements and decorations in the Demised Premises as Landlord considers advisable and necessary for the purpose of re-letting the Demised Premises, and the making of such alterations and decorations shall not operate or be construed to release Tenant from liability under this Lease. The failure or refusal of Landlord to re-let the Demised Premises or any part thereof shall not release or affect the liability of Tenant for damages under this Lease, however Landlord shall use reasonable effort to re-let the Demised Premises. Landlord shall in no event be liable in any way whatsoever for inability to re-let the Demised Premises or, in the event that the Demised Premises are re-let, for inability to collect the rent under such re-letting.

ARTICLE XXI - CURING DEFAULT

- 21.1. If Tenant shall default in the observance or performance of any covenant or agreement of this Lease on the part of Tenant to be observed or performed, beyond any period given to Tenant to cure such default, Landlord may perform the same for the account of Tenant, and if Landlord makes any expenditures or incurs any obligation for the payment of money in connection therewith, including, but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such expenditures paid, or obligations incurred, with interest and costs, shall be deemed to be additional rent and shall be paid by Tenant to Landlord within ten (10) days of rendition to Tenant of any bill or statement therefore.

ARTICLE XXII - EMINENT DOMAIN

- 22.1. In the event of a Taking of the Demised Premises or any part thereof, Landlord shall have and hereby reserves and excepts, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Demised Premises, the Building in which the same are located, and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such Taking, as aforesaid, and by way of confirming the foregoing, Tenant hereby grants and assigns, and covenants with Landlord to grant and assign, to Landlord all rights to such damages or compensation. Nothing contained herein shall be construed to prevent Tenant from prosecuting in any condemnation proceedings any claims permitted by law to recover for relocation expenses, loss of business, or depreciation to, or cost of removable trade fixtures, furniture and other personal property belonging to Tenant, or any alterations which are of the nature that would remain the property of Tenant, provided that such action shall not affect the amount of compensation otherwise recoverable by Landlord from the Taking Authority.

ARTICLE XXIII - INDEMNIFICATION

- 23.1. Tenant does hereby covenant and agree with said Landlord that it will indemnify and save harmless Landlord from and against any and all liability, damage, penalties or judgments arising from injury to person or property sustained by anyone in and about the Demised Premises resulting from any act or acts of omission or commission of Tenant, or Tenant's officers, agents, servants, employees, contractors, or assignees. Tenant shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter, claim or claims, except as may result from any act or acts of omission or commission of Landlord, or Landlord's officers, agents, servants, employees, assignees or contractors.
- 23.2. Landlord does hereby covenant and agree with Tenant that it will indemnify and save harmless Tenant from and against any and all liability, damage, penalties or judgments arising from injury to person or property sustained by anyone in and about the Demised Premises resulting from any act or acts of omission or commission of the Landlord or Landlord's officers, agents, servants, employees, contractors, or assigns. Landlord shall, at its own cost and expenses, defend any and all suits or actions (just or unjust) which may be brought against Tenant or in which Tenant may be impleaded with others upon any such above-mentioned matter, claim or claims, except as may result from any act or acts of omission or commission of Tenant, or Tenant's officers, agents, servants, employees, assigns or contractors.

ARTICLE XXIV - END OF TERM

- 24.1. Upon expiration or other termination of the term of this Lease, Tenant shall quit and surrender to Landlord the Demised premises, broom clean, in good order and condition, reasonable wear and tear and damage by fire or other casualty excepted.

ARTICLE XXV - QUIET ENJOYMENT

- 25.1. Landlord covenants and agrees that Tenant may peaceably and quietly enjoy the Demised Premises, subject, however, to the covenants and agreements contained in this Lease.

ARTICLE XXVI - NO WAIVER

- 26.1. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or agreement contained in this Lease shall not prevent a similar subsequent act from constituting default under this Lease. This Lease contains the entire agreement between the parties, and cannot be changed, modified, or amended unless such change, modification or amendment is in writing and signed by the party against whom enforcement of such change, modification or amendment is sought.
- 26.2. No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or

upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

ARTICLE XXVII - WAIVER OF TRIAL BY JURY AND COUNTERCLAIMS

- 27.1. Landlord and Tenant agree that they 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 on any matters whatsoever arising out of, or in any way connected with, this Lease. If Landlord commences any summary proceeding for non-payment of rent or additional rent, Tenant will not interpose any counterclaim in such proceeding unless such counterclaim arises out of, or is in any way connected with this Lease.

ARTICLE XXVIII - INSPECTION OF PREMISES

- 28.1. The Tenant agrees that the Landlord and its agents and/or representatives shall have the right to enter into and upon Demised 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.
- 28.2. The Tenant also agrees to permit during the last six (6) months of the term of this Lease, the Landlord or the Landlord's agents to show the Demised Premises, at reasonable times and upon reasonable notice, to persons wishing to lease the same. Additionally, Landlord may during said six (6) months display a sign or signs in Tenant's window advertising the premises "for rent". Such sign shall be of the type and size, and shall contain any language that, Landlord in its sole discretion, deems proper.

ARTICLE XXIX - NOTICES

- 29.1. Any notice or demand required to be given under this Lease, or pursuant to any law or governmental regulations, by Landlord to Tenant or by Tenant to Landlord shall be in writing. Unless otherwise required by law or governmental regulations, any such notice or demand shall be deemed given if sent by registered or certified mail, enclosed in a secure postage prepaid wrapper, addressed (i) to Landlord, at the address of Landlord first hereinabove set forth, or such other address as Landlord may designate by notice to Tenant, or (ii) to Tenant, at the address of Tenant first hereinabove set forth, or such other address as Tenant may designate by notice to Landlord.
- 29.2. After receiving notice from any person, firm or other entity that it holds a mortgage which includes the Demised Premises as part of the mortgaged premises, no notice from Tenant to Landlord shall be effective unless and until a copy of the same is given to such holder, and the curing of any of Landlord's default by such holder shall be treated as performance by Landlord.

ARTICLE XXX - CAPTIONS

- 30.1. The captions of each of the numbered Articles of this Lease 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 of this Lease.

ARTICLE XXXI - SUCCESSOR AND ASSIGNS

31.1. The covenants and agreements contained in this Lease shall bind and inure to the benefit of Landlord and the heirs, personal representatives, successors and assigns of Landlord, and Tenant and its successors and assigns.

ARTICLE XXXII - EXECUTION OF LEASE BY LANDLORD

32.1. This Lease of the Demised Premises becomes effective and binding only upon execution and delivery hereof by Landlord and by Tenant. All negotiations, consideration, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or other agent of Landlord shall alter, change or modify any of the provisions hereof.

ARTICLE XXXIII - TENANT AUTHORITY TO EXECUTE LEASE

33.1. Tenant represents and warrants that it is duly formed and in good standing, and has full corporate power and authority to enter into this Lease and has taken all corporate or partnership action, as the case may be, necessary to carry out the transaction contemplated herein, so that when executed, this Lease constitutes a valid and binding obligation enforceable in accordance with its terms. Upon request, Tenant shall provide Landlord with corporate resolutions or other proof in a form acceptable to Landlord, authorizing the execution of the Lease at the time of such execution.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Lease to be duly executed the day and year first above written.

--- (signed)-----

Quackenbush Properties, LLC, Joint Landlord

by David W. Bryce, Jr.

--- (signed)-----

David W. Bryce, Jr., Joint Landlord

--- (signed)-----

Rensselaer County Industrial Development Agency, Tenant

by Robert L. Pasinella, Jr. Executive Director

EXHIBIT "D"

CLEANING SCHEDULE AGREEMENT

Between

ATRIUM SERVICES, LLC.

And

RENSSELAER COUNTY INDUSTRIAL DEVELOPMENT

Atrium Services, LLC. will furnish janitorial service to the Rensselaer County Industrial Development Agency with respect to 10,000 Square Feet of leased space on the third floor of the Quackenbush building, according to the following schedule:

Cleaning services shall be performed (2) nights per week, Tuesday and Friday. The cleaning schedule shall include the following:

AREA AND TASKS	D	W	M	Q	Y
Lobby, Offices, Conference Rooms, and Corridors:					
1. Empty all trash containers and replace liners if necessary.		2X			
2. Remove all collected trash and recyclables to designated area.		2X			
3. Dust all horizontal surfaces, including all furnishings and ledges, etc.		X			
4. Spot clean doors, door glass, and light switches.		X			
5. Vacuum carpeting. Sweep and mop floors.		2X			
6. Wash interior windows					X

7. Dust ductwork and diffusers					X
Breakrooms / Restrooms:					
1. Empty trash and replace liners.		2X			
2. Clean and sanitize fixtures, mirrors, and counters.		2X			
3. Polish all chrome.		2X			
4. Mop and disinfect floors.		2X			
5. Spot clean doors, walls, partitions, and light switches.				X	
6. Clean and refill dispensers: towel, tissue and hand soap.		2X			
7. Scrub and rinse floors using a germicidal detergent					2X
8. Vacuum or damp clean ceiling vents				X	
9. Wash tiled walls and partitions					2X