

BOARD OF COOPERATIVE EDUCATIONAL SERVICES
SECOND SUPERVISORY DISTRICT
COUNTIES OF MONROE AND ORLEANS

Board Members will meet at 4:00 p.m. for Safety and Security Tour. There will be a Regular Meeting of the Board of Cooperative Educational Services on Wednesday, September 20, 2022 at 6:00 p.m. at the Richard E. Ten Haken Educational Services Center, 3599 Big Ridge Road, Spencerport, New York 14559.

Anticipated Executive Session immediately following the regular board meeting to discuss the employment history of a particular person(s).

BOARD MEMBERS

Dennis Laba, President

R. Charles Phillips, Vice President

John Abbott

Cindy Dawson

Kathleen Dillon

Trina Lorentz

Gerald Maar

Michael May

Heather Pyke

AGENDA

1. Call the Meeting to Order
2. Pledge of Allegiance
3. Agenda Item(s) Modifications
4. Approval of Minutes: August 17, 2022 Regular Meeting Minutes
5. Public Interaction
6. Financial Reports
 1. Resolution to Accept Treasurer's Report
 2. Resolution to Accept WinCap Report
7. Board Presentation(s): Human Resources; Karen Brown, Esq.
8. Old Business
 1. Confirm Board Reps for Building Level Emergency Plans
9. New Business
 1. First Reading Policy Series 3000
 2. Resolution to Approve 2022 Regional Summer School Lease Amendments for Churchville-Chili CSD, Greece CSD, and Hilton CSD.
 3. Resolution to Approve Demarte Companies Property Holdings, LLC Lease (*will be walked in*)
 4. Resolution to Approve lease with Tech Park Owner, LLC. (RTP)
 5. Resolution to Approve Center for Workforce Development Job Training Programs – Heating, Ventilation, Air-Conditioning, Refrigeration (HVAC/R), Industrial & Commercial Electrical, Residential Construction, Welding, CNC Machining, Professional Cooking & Food Service
 6. Resolution to Accept Donation of 30 pieces of A35 Steel Plate from Gorbel, Inc.
 7. Annual Update on School Safety and the Educational Climate (SSEC) (Tom Schulte)
 8. Review of NYSSBA Convention Proposed Resolutions
 9. Review Equity Statement
10. Personnel and Staffing
 1. Resolution to Approve Personnel and Staffing Agenda
 2. Resolution to Approve Cleaner and Security Worker substitute rates

11. Bids/Lease Purchases

1. Resolution to Accept Disposal Service Bid
2. Resolution to Accept Cooperative Audio-Visual Equipment Installation Service Bid

12. Executive Officer's Reports

1. Albany D.S. Report
2. Local Update

13. Committee Reports

- Labor Relations Committee (J. Abbott, K. Dillon)
- Legislative Committee (K. Dillon, C. Dawson)
- Information Exchange Committee (C. Dawson, C. Phillips)

14. Upcoming Meetings/Calendar Events

September 21	Noon	Labor Relations Committee (DoubleTree Inn)
	4:00 pm	Board Development
	5:30 pm	Board Photos
	6:00 pm	Monroe 2-Orleans BOCES Board Meeting (ESC)
September 22	8:00 am	MCSBA Fall Law Conference (Country Club of Rochester)
September 23	8 am - 4 pm	NYSSBA Board Officer's Academy
October 5	Noon	MCSBA Legislative Committee Meeting (DoubleTree)
	5:45 pm	MCSBA Executive Committee (Location TBD)
October 10		Columbus/Indigenous People's Day (BOCES Closed)
October 11	7:00 pm	Gates Chili Board Meeting (3 Spartan Way, 14624)
October 12	Noon	MCSBA Information Exchange (DoubleTree)
October 13	Noon	Board Officer Agenda Review (RCC)
October 15	7:30 am	MCSBA Finance Conference (TBD)
October 18-22		Board Member Recognition Week
October 19	Noon	MCSBA Labor Relations Committee Meeting (DoubleTree)
	5:15 pm	<i>Audit Committee Meeting (ESC)</i>
	6:00 pm	Monroe 2-Orleans BOCES Board Meeting (ESC)

15. Other Items

16. Executive Session

17. Adjournment

1. Call the Meeting to Order

2. Pledge of Allegiance

3. Agenda Item(s) Modifications

4. Approval of Minutes: August 17, 2022 Regular Meeting Minutes

BOARD OF COOPERATIVE EDUCATIONAL SERVICES
SECOND SUPERVISORY DISTRICT
COUNTIES OF MONROE AND ORLEANS

Minutes of the Regular Meeting of the Board of Cooperative Educational Services, Second Supervisory District of Monroe and Orleans Counties, held on August 17, 2022, at 6:00 p.m. at the Richard E. Ten Haken Educational Services Center, Spencerport, New York 14559.

Members Present:

Dennis Laba, President	Trina Lorentz
R. Charles Phillips, Vice President	Mike May
Cindy Dawson	Heather Pyke
Kathy Dillon	

Staff Present:

Jo Anne Antonacci	Kelly Mutschler
Karen Brown, Esq.	Marijo Pearson
Tom Burke	Steve Roland
Stephen Dawe	Dr. Michelle Ryan
Ian Hildreth	Thomas Schulte
	Lynda VanCoske, Esq.

1. Call the Meeting to Order

The meeting was called to order by President Laba at 6:00 p.m.

2. Pledge of Allegiance

3. Agenda Modifications – New Business Item 10.6 was removed.

4. Approval of Minutes

Resolved: To Approve the Minutes of the July 13, 2022, Reorganizational -Regular Meeting Minutes as presented.

Moved by C. Phillips, seconded by C. Dawson; passed unanimously

5. Public Interaction – There was no public interaction.

6. Financial Reports

1. Resolved: To Accept the Treasurer's Report as presented
Moved by K. Dillon, seconded by M. May; passed unanimously.

2. Resolved: To Accept the WinCap Report as presented
Moved by C. Phillips, seconded by K. Dillon; passed unanimously

7. Audit Committee – Steve Roland reviewed the Audit Committee Meeting Minutes with the board. There were no questions from the board.

8. Board Presentation – Tom Burke presented the Operations and Maintenance Annual Review and answered questions from the board. Tom left the meeting at 6:25 p.m.

9. Old Business

1. Resolved: To Approve the 2022-23 District-Wide School Safety (SAVE) Plan
Moved by K. Dillon, seconded by H. Pyke; passed unanimously.
2. Resolved: To Appoint K. Dillon as an Alternate for the Monroe County School Boards Information Exchange Committee.
Moved by H. Pyke, seconded by C. Dillon; passed unanimously
3. District Superintendent JoAnn Antonacci reviewed the pre-pandemic rules for use of videoconferencing and new requirements for adopting a resolution and policies. After discussion, the board decided that at the expiration of the governor's executive ordered state of health emergency, Monroe 2-Orleans BOCES will abide by pre-pandemic Open Meetings Law. A resolution and policies outlining videoconferencing use will not be adopted at this time.
4. The Board discussed possible dates/attendees for Board Development in the 2022-23 school year. The first board development session will take place on September 21, 2022, immediately preceding the board meeting and will include the District Superintendent and Executive Cabinet. The second session will be in December immediately following the December 21, 2022 board meeting and will include interaction with District Superintendent and Cabinet. There will be an additional session in the Spring of 2023 for the Board and District Superintendent only.

10. New Business

1. First Reading policy Series 1000 and 2000

Resolved: To waive Second Reading and Approve Policy Series 1000 as presented.

Moved by M. May, seconded by K. Dillon; passed unanimously.

Resolved: To waive the Second Reading and Approve Policy Series 2000 as presented.

Moved by C. Phillips, seconded by M. May; passed unanimously

Lynda VanCoske left the meeting at 6:35 p.m.

2. Resolved: To Approve 2021-2023 Professional Learning Plan
Moved by H. Pyke, seconded by C. Phillips; passed unanimously.
3. Resolved: To Approve CTE Equipment Reserve Fund Contribution of \$25,000.00
Moved by K. Dillon, seconded by M. May; passed unanimously.
4. Resolved: To Approve Teachers' Retirement Contribution Reserve Sub-Fund Contribution of \$430,882.00
Moved by M. May, seconded by K. Dillon; passed unanimously.
5. Resolved: To Approve Insurance Reserve Fund Contribution of \$100,000.00
Moved by M. May, seconded by H, Pyke; after discussion the resolution was amended to increase the contribution to \$200,000.00; this amended resolution passed unanimously.
- ~~6. Resolved: To Approve Lease with Tech Park Owner, LLC (RTP)~~
Removed from the Agenda by Assistant Superintendent for Finance and Operations Steve Roland preceding the business meeting. The lease was not ready for approval.
7. Resolved: To Accept Donation of 6 Ton AC Compressor from LaBella Associates
Moved by K. Dillon, seconded by H. Pyke; passed unanimously.

8. Resolved: To Designate K. Dillon as the voting delegate and C. Phillips as the alternate for the NYSSBA Convention.
Moved by C. Phillips, seconded by H. Pyke; passed unanimously.
9. District Superintendent reviewed registration process for NYS School Boards Association Annual Convention. Discussion followed.

11. Personnel and Staffing

1. Be it so hereby resolved that the following position be created:
1.0 FTE Assistant Manager, Communications Group, 12 months/year
Moved by C. Phillips, seconded by K. Dillon; passed unanimously
2. Resolved: To Approve the Personnel and Staffing Agenda as presented
Moved by M. May; seconded by K. Dillon; passed unanimously
3. Resolved: That the Board approve the following substitute/per diem/hourly pay rates effective July 1, 2022:

Cleaner substitute	\$13.20/hour
Clerical substitute	\$16.00/hour
Clerical substitute who is a BOCES 2 retiree subbing in a non-similar position	\$20.00/hour
Clerical substitute who is a BOCES 2 retiree subbing in a similar position	Hourly rate retired at, capped at \$30.00/hour
College Co-op student	\$15.00/hour
Interpreter substitute	\$32.45/hour
Job Training Specialist substitute	\$18.00/hour
Licensed Practical Nurse substitute	\$20.01/hour
Registered Nurse substitute	\$31.05/hour
Student Behavioral Assistant substitute	\$18.00/hour
Student Behavioral Assistant substitute who is a BOCES 2 retiree	\$20.00/hour
Student Helper	\$13.20/hour
Teacher substitute per diem	
Uncertified teacher	\$145/day; \$175 after 40 days
Certified teacher	\$160/day; \$185 after 40 days
Teacher Immersion Fellows	\$100/day
Teacher Aide substitute	\$16.00/hour
Teacher Aide substitute who is a BOCES 2 retiree	\$18.00/hour
Tutor	\$20.00/hour

Moved by T. Lorentz, seconded by H. Pyke; passed unanimously

12. Bids/Lease Purchase

1. Resolved: To accept the bid recommendations and awarding of the following bids and lease purchases as presented:

Bid #RFB-2015-22	2022 or Newer Chevrolet Silverado K3500 Service Truck
Van Bortel	\$64,025.00

Moved by C. Phillips, seconded by K. Dillon; passed unanimously.

13. Executive Officer's Report

The District Superintendent's meeting was held August 1-2, 2022, at Washington-Saratoga-Warren-Hamilton-Essex (WSWHE) BOCES . A State-wide CTE Network was formed and District Superintendents Jo Anne Antonacci and Jeffery Matteson (Tompkins-Seneca-Tioga BOCES) will provide guidance. This group will be focusing on several issues including pathways to certification of individuals coming out of industry to become classroom instructors and providing more CTE opportunities to individuals with disabilities.

Opening Day is September 6, 2022. The program begins at 11:30 a.m. The keynote speaker is Regent Wade Norwood who will kick off this year's focus, "Everyone Has a Story," by sharing his story with the staff. It is especially fitting that Regent Norwood be here for the introduction of our culturally responsive framework as it is a Board of Regents initiative.

Superintendents recently met with Monroe County Department of Health Commissioner Dr. Michael Mendoza. Dr. Mendoza does not anticipate the need for masks or social distancing going into the new school year but will work with district leadership to provide information to communities should conditions change.

14. Committee Reports – Committee meetings have not begun for the 2022-23 year.

15. Upcoming Meetings/Calendar Events: The various meetings for the month were listed in the agenda.

16. Other Items – There were no other items.

17. At 6:55 p.m. a motion was made by C. Phillips to adjourn the meeting to Executive Session, seconded by M. May; passed unanimously.

Respectfully Submitted,



Kelly Mutschler
Clerk of the Board

Members Present

Cindy Dawson
Kathleen Dillon
Dennis Laba

Trina Lorentz
Michael May
R. Charles Phillips
Heather Pyke

Staff Present

Jo Anne Antonacci
Karen Brown
Marijo Pearson

Michelle Ryan
Steve Roland

At 7:20 p.m. a motion was made by C. Phillips; seconded by K. Dillon to come out of executive session; passed unanimously.

Resolved: To Approve the 2022-23 Monroe 2-Orleans BOCES building-level emergency response plans for:

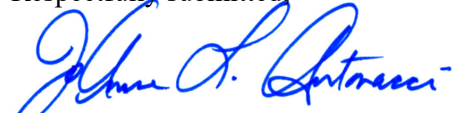
2022-23 BOCES 4 Science 38 Turner Dr Spencerport NY
2022-23 CaTS Comm and Tech Service Center 3625 Buffalo Rd Gates NY
2022-23 Center for Workforce Development 3555 Buffalo Rd Gates NY
2022-23 CMC Warehouse 35 Turner Dr Spencerport NY
2022-23 ESC Emergency Response Plan
2022-23 Ridgecrest Emergency Response Plan
2022-23 RTP Emergency Response Plan
2022-23 Transitions (Paul Rd) 849 Paul Rd Rochester NY
2022-23 Village Plaza 16-18-20 Slayton Ave Spencerport NY
2022-23 WEMOCO 3589 Big Ridge Rd. Spencerport NY
2022-23 Westview Emergency Plan

Moved by C. Phillips, seconded by K. Dillon; passed unanimously.

18. Adjournment

At 7:20 p.m. a motion was made by M. May to adjourn the meeting, seconded by K. Dillon; passed unanimously.

Respectfully submitted,



Anne L. Antonacci
Clerk Pro Tem

5. Public Interaction

6. Financial Reports

1. Resolution to Accept Treasurer's Report
2. Resolution to Accept WinCap Report

Monroe 2 - Orleans BOCES
Treasurer's Report
Period Ending July 31, 2022

	GENERAL FUND		SPECIAL AID FUND	
BEGINNING CASH ON HAND		16,665,087.07		570,911.32
RECEIPTS:				
Interest Earned	5,539.91		18.62	
Charges for Services	4,574,789.79		-	
Non-Contract Services	57,306.47		12,674.00	
Collected for Other Funds			-	
State, Federal and Local Aid			591,549.01	
Transfers from Other Funds	2,500.00		-	
Miscellaneous Funds	60,320.74		9,831.30	
TOTAL RECEIPTS	4,700,456.91	4,700,456.91	614,072.93	614,072.93
DISBURSEMENTS				
Payroll and Benefits	1,546,880.90		250.00	
Warrants	3,542,397.93		139,245.94	
Transfers to Other Funds			-	
Miscellaneous Disbursements	33.75		263.73	
TOTAL DISBURSEMENTS	5,089,312.58	(5,089,312.58)	139,759.67	(139,759.67)
ENDING CASH ON HAND:		16,276,231.40		1,045,224.58
GENERAL FUND CHECKING		9,830,219.91	SPECIAL AID CHKG - CHASE	1,044,400.03
GENERAL FUND SAVINGS		334,704.17	SPECIAL AID CHKG - M&T	824.55
PAYROLL CHECKING		40,700.92		
DENTAL/FSA ACCOUNT CASH		187,243.31		
GENERAL FUND CD		1,003,442.95		
CASH- LIABILITY RESERVE		126,680.77		
CASH- UNEMPLOYMENT RES		1,673,765.16		
CASH- CTE RESERVE		335,049.52		
TREASURY INVESTMENTS		2,744,424.69		
		16,276,231.40		1,045,224.58

BEGINNING CASH ON HAND

MISC SPECIAL REVENUE		
		74,428.15
RECEIPTS:		
Interest Earned	21.96	
Component Contributions	-	
Transfers from Other funds	-	
Donations	-	
Miscellaneous Funds	-	
TOTAL RECEIPTS	21.96	21.96
DISBURSEMENTS		
Warrants	-	
Scholarships	-	
Transfers to Other Funds	2,500.00	
Miscellaneous Disbursements	-	
TOTAL DISBURSEMENTS	2,500.00	(2,500.00)
ENDING CASH ON HAND:		71,950.11
	GIFT FUND SAVINGS	71,950.11

CAPITAL FUND

		1,184,587.86
	1,007.78	
	-	
	-	
	-	
	-	
	1,007.78	1,007.78
	-	
	-	
	-	
	-	-
		1,185,595.64
	CAPITAL FUND CHECKING	184,574.87
	CAPITAL FUND INVESTMENTS	1,001,020.77
		1,185,595.64

----- CUSTODIAL FUNDS -----

	Rochester Area School Health Plan I	Rochester Area School Health Plan II	Rochester Area School Workers' Comp Plan	Wayne Finger Lakes Workers' Comp Plan	TOTAL CUSTODIAL
BEGINNING CASH ON HAND	15,781,933.45	130,718,466.83	30,841,023.37	325,139.58	177,666,563.23
RECEIPTS:					
Interest Earned	4,214.43	14,492.82	864.94	-	
Contributions	1,318,480.13	18,334,721.06	494,028.75	174,860.42	
Miscellaneous Funds	-	-	-	-	
TOTAL RECEIPTS	1,322,694.56	18,349,213.88	494,893.69	174,860.42	20,341,662.55
DISBURSEMENTS					
Claims	1,526,593.04	20,736,645.79	573,206.60	177,068.87	
Admin and Other Disbursements	113,688.71	759,687.44	143,801.42	-	
TOTAL DISBURSEMENTS	1,640,281.75	21,496,333.23	717,008.02	177,068.87	(24,030,691.87)
ENDING CASH ON HAND:	15,464,346.26	127,571,347.48	30,618,909.04	322,931.13	173,977,533.91
RASHP I CHECKING	1,908,595.41				1,908,595.41
RASHP I SAVINGS / INVESTMENTS	6,047,815.95				6,047,815.95
RASHP II CHECKING		27,178,913.72			27,178,913.72
RASHP II SAVINGS / INVESTMENTS		81,839,073.60			81,839,073.60
RASWC CHECKING			6,003,831.90		6,003,831.90
RASWC SAVINGS / INVESTMENTS			16,857,142.24		16,857,142.24
WFL WC CHECKING				322,931.13	322,931.13
TREASURY INVESTMENTS	7,507,934.90	18,553,360.16	7,757,934.90		33,819,229.96
TOTAL CASH	15,464,346.26	127,571,347.48	30,618,909.04	322,931.13	173,977,533.91

Collateral Analysis	M&T Bank	Five Star Bank	Chase Bank
Bank Totals	37,835,071.20	81,205,689.58	36,952,120.21
<i>Collateral:</i>			
FDIC	500,000.00	250,000.00	250,000.00
Additional FDIC through CD Option	-	65,690,268.99	-
Collateral held by Bank	-	-	40,501,004.30
Collateral held by Third Party	38,245,573.06	15,332,109.03	-
	38,745,573.06	81,272,378.02	40,751,004.30
Over / (Under) Collateralized	910,501.86	66,688.44	3,798,884.09

Treasurer's Notes:

Maintaining a CD in Capital Fund netted us almost \$1,000 in interest when it matured this month.

Around half of our 21-22 receivables at June 30th have been received through July 31st.

Checking account interest rates have doubled and tripled in the past few months.

This is to certify that I have received these balances:

Kelly Mutschler
District Clerk

J. P. O.
Assistant Superintendent for Finance and Operations

John Y. Falset
Treasurer

9/16/22
Date

9/1/22
Date

9/1/22
Date

MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 08/31/2022

Fiscal Year: 2023

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
0 Administration							
100 SALARIES		1,221,019.00	0.00	1,221,019.00	194,916.36	1,013,669.75	12,432.89
200 EQUIPMENT		15,650.00	30,428.00	46,078.00	0.00	30,428.00	15,650.00
300 SUPPLIES		16,450.00	0.00	16,450.00	4,761.48	10,200.10	1,488.42
400 CONTRACTUAL		400,609.00	8,970.69	409,579.69	145,368.55	99,565.64	164,645.50
470 Rental of Facilities		2,370,568.00	0.00	2,370,568.00	496,175.06	1,068,312.53	806,080.41
700 INTEREST ON REVENUE NOTES		4,000.00	0.00	4,000.00	0.00	0.00	4,000.00
800 EMPLOYEE BENEFITS		608,158.00	-3,500.00	604,658.00	36,486.80	140,177.47	427,993.73
899 Oth Post Retirement Benft		6,066,488.00	0.00	6,066,488.00	2,800.00	0.00	6,063,688.00
910 TRANSFER TO CAPITAL FUND		800,000.00	0.00	800,000.00	0.00	0.00	800,000.00
950 TRANSFER FROM O & M		69,837.00	0.00	69,837.00	0.00	0.00	69,837.00
960 TRANSFER CHARGE		271,154.00	0.00	271,154.00	0.00	0.00	271,154.00
Subtotal of 0 Administration		11,843,933.00	35,898.69	11,879,831.69	880,508.25	2,362,353.49	8,636,969.95
1 Career Education							
100 SALARIES		4,484,827.00	-103,000.00	4,381,827.00	126,963.12	3,704,407.05	550,456.83
200 EQUIPMENT		105,000.00	237,352.54	342,352.54	139,061.81	198,772.86	4,517.87
300 SUPPLIES		415,750.00	11,351.91	427,101.91	76,928.51	116,938.94	233,234.46
400 CONTRACTUAL		309,250.00	0.16	309,250.16	82,720.25	101,821.50	124,708.41
490 SCH DIST AND OTHER BOCES		28,125.51	-10,812.00	17,313.51	0.00	0.00	17,313.51
800 EMPLOYEE BENEFITS		2,284,913.00	-55,000.00	2,229,913.00	23,366.79	613,642.27	1,592,903.94
950 TRANSFER FROM O & M		1,417,510.00	0.00	1,417,510.00	0.00	0.00	1,417,510.00
960 TRANSFER CHARGE		600,742.00	11,552.00	612,294.00	11,552.00	0.00	600,742.00
990 TRANS CREDTS FR OTHER FUND		-6,750.00	0.00	-6,750.00	0.00	0.00	-6,750.00
Subtotal of 1 Career Education		9,639,367.51	91,444.61	9,730,812.12	460,592.48	4,735,582.62	4,534,637.02
2 Special Education							
100 SALARIES		6,331,556.00	0.00	6,331,556.00	87,886.86	5,968,481.05	275,188.09
200 EQUIPMENT		148,071.00	5,785.40	153,856.40	255.41	22,862.17	130,738.82
300 SUPPLIES		68,333.00	8,816.41	77,149.41	1,963.13	17,677.75	57,508.53
400 CONTRACTUAL		1,174,556.00	17,642.82	1,192,198.82	943.17	30,354.32	1,160,901.33
490 SCH DIST AND OTHER BOCES		5,486,216.52	-87,791.46	5,398,425.06	0.00	0.00	5,398,425.06
800 EMPLOYEE BENEFITS		3,606,135.00	-8,750.00	3,597,385.00	18,264.88	955,603.89	2,623,516.23
950 TRANSFER FROM O & M		415,023.00	0.00	415,023.00	0.00	0.00	415,023.00
960 TRANSFER CHARGE		15,742,997.00	0.00	15,742,997.00	0.00	0.00	15,742,997.00
970 TR CREDTS FR SERVICE PROGR		-187,595.00	0.00	-187,595.00	0.00	0.00	-187,595.00
Subtotal of 2 Special Education		32,785,292.52	-64,296.83	32,720,995.69	109,313.45	6,994,979.18	25,616,703.06
3 Itinerent Services							
100 SALARIES		12,272,957.00	35,580.00	12,308,537.00	97,123.88	10,559,214.84	1,652,198.28
200 EQUIPMENT		116,420.00	1,239.99	117,659.99	100.00	1,266.00	116,293.99
300 SUPPLIES		97,307.00	-154.00	97,153.00	168.69	6,489.34	90,494.97
400 CONTRACTUAL		1,183,047.00	-35,180.00	1,147,867.00	2,662.91	15,109.36	1,130,094.73

MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 08/31/2022

Fiscal Year: 2023

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
490 SCH DIST AND OTHER BOCES		651,205.39	-570,942.40	80,262.99	0.00	0.00	80,262.99
800 EMPLOYEE BENEFITS		6,525,938.00	0.00	6,525,938.00	18,785.23	1,644,361.85	4,862,790.92
950 TRANSFER FROM O & M		8,415.00	0.00	8,415.00	0.00	0.00	8,415.00
960 TRANSFER CHARGE		1,358,059.00	0.00	1,358,059.00	0.00	0.00	1,358,059.00
970 TR CREDS FR SERVICE PROGR		-11,265,795.00	0.00	-11,265,795.00	0.00	0.00	-11,265,795.00
Subtotal of 3 Itinerent Services		10,947,553.39	-569,456.41	10,378,096.98	118,840.71	12,226,441.39	-1,967,185.12
4 General Instruction							
100 SALARIES		1,823,548.00	8,328.00	1,831,876.00	690,739.92	1,011,933.96	129,202.12
200 EQUIPMENT		5,100.00	1,000.00	6,100.00	0.00	0.00	6,100.00
300 SUPPLIES		10,850.00	3,500.00	14,350.00	1,379.91	3,654.76	9,315.33
400 CONTRACTUAL		691,688.00	14,144.72	705,832.72	112,356.66	140,562.99	452,913.07
490 SCH DIST AND OTHER BOCES		77,395.56	-9,727.70	67,667.86	895.00	0.00	66,772.86
800 EMPLOYEE BENEFITS		640,205.00	4,224.00	644,429.00	112,244.36	172,698.13	359,486.51
950 TRANSFER FROM O & M		143,987.00	0.00	143,987.00	0.00	0.00	143,987.00
960 TRANSFER CHARGE		183,465.00	0.00	183,465.00	0.00	0.00	183,465.00
970 TR CREDS FR SERVICE PROGR		-48,055.00	0.00	-48,055.00	0.00	0.00	-48,055.00
990 TRANS CREDS FR OTHER FUND		-3,160.00	0.00	-3,160.00	0.00	0.00	-3,160.00
Subtotal of 4 General Instruction		3,525,023.56	21,469.02	3,546,492.58	917,615.85	1,328,849.84	1,300,026.89
5 Instruction Support							
100 SALARIES		5,863,168.00	13,544.00	5,876,712.00	551,985.98	4,654,437.95	670,288.07
200 EQUIPMENT		3,511,696.00	3,593,734.51	7,105,430.51	655,324.69	3,563,879.11	2,886,226.71
300 SUPPLIES		832,892.00	52,637.59	885,529.59	85,779.32	185,645.56	614,104.71
400 CONTRACTUAL		5,331,752.00	289,587.84	5,621,339.84	2,314,472.67	1,275,725.19	2,031,141.98
490 SCH DIST AND OTHER BOCES		617,369.02	-21,290.71	596,078.31	31,026.12	0.00	565,052.19
800 EMPLOYEE BENEFITS		2,753,512.00	0.00	2,753,512.00	87,589.39	690,365.03	1,975,557.58
950 TRANSFER FROM O & M		680,763.00	0.00	680,763.00	0.00	0.00	680,763.00
960 TRANSFER CHARGE		1,113,972.00	0.00	1,113,972.00	0.00	0.00	1,113,972.00
970 TR CREDS FR SERVICE PROGR		-2,729,807.00	-11,552.00	-2,741,359.00	-11,552.00	0.00	-2,729,807.00
990 TRANS CREDS FR OTHER FUND		-86,679.00	0.00	-86,679.00	0.00	0.00	-86,679.00
Subtotal of 5 Instruction Support		17,888,638.02	3,916,661.23	21,805,299.25	3,714,626.17	10,370,052.84	7,720,620.24
6 Other Services							
100 SALARIES		2,451,251.00	23,270.54	2,474,521.54	336,493.76	1,743,603.36	394,424.42
200 EQUIPMENT		483,443.00	417,065.19	900,508.19	5,611.68	366,673.01	528,223.50
300 SUPPLIES		34,988.00	7,501.85	42,489.85	7,318.30	3,507.95	31,663.60
400 CONTRACTUAL		3,787,082.00	199,973.75	3,987,055.75	252,107.60	1,333,657.23	2,401,290.92
490 SCH DIST AND OTHER BOCES		7,861,542.01	-3,838,399.93	4,023,142.08	67,047.78	0.00	3,956,094.30
800 EMPLOYEE BENEFITS		1,095,634.00	0.00	1,095,634.00	49,151.92	248,391.87	798,090.21
950 TRANSFER FROM O & M		121,997.00	0.00	121,997.00	0.00	0.00	121,997.00
960 TRANSFER CHARGE		125,810.00	0.00	125,810.00	0.00	0.00	125,810.00
970 TR CREDS FR SERVICE PROGR		-1,903,103.00	0.00	-1,903,103.00	0.00	0.00	-1,903,103.00

MONROE 2 - ORLEANS BOCES

Budget Status Report As Of: 08/31/2022

Fiscal Year: 2023

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
990	TRANS CREDTS FR OTHER FUND	-115,726.00	0.00	-115,726.00	0.00	0.00	-115,726.00
Subtotal of 6 Other Services		13,942,918.01	-3,190,588.60	10,752,329.41	717,731.04	3,695,833.42	6,338,764.95
7 Undefined							
100	SALARIES	3,418,835.00	-6,800.00	3,412,035.00	407,308.74	2,399,322.49	605,403.77
200	EQUIPMENT	48,800.00	-21,185.00	27,615.00	0.00	8,061.14	19,553.86
300	SUPPLIES	233,680.00	4,437.00	238,117.00	11,530.94	111,003.70	115,582.36
400	CONTRACTUAL	1,853,869.00	79,548.00	1,933,417.00	421,289.36	862,094.74	650,032.90
800	EMPLOYEE BENEFITS	1,638,322.00	-56,000.00	1,582,322.00	86,078.27	359,184.01	1,137,059.72
950	TRANSFER FROM O & M	574,609.00	0.00	574,609.00	0.00	0.00	574,609.00
960	TRANSFER CHARGE	1,543,402.00	0.00	1,543,402.00	0.00	0.00	1,543,402.00
970	TR CREDTS FR SERVICE PROGR	-8,237,387.00	0.00	-8,237,387.00	0.00	0.00	-8,237,387.00
990	TRANS CREDTS FR OTHER FUND	-1,074,130.00	0.00	-1,074,130.00	0.00	0.00	-1,074,130.00
Subtotal of 7 Undefined		0.00	0.00	0.00	926,207.31	3,739,666.08	-4,665,873.39
Total GENERAL FUND		100,572,726.01	241,131.71	100,813,857.72	7,845,435.26	45,453,758.86	47,514,663.60

7. Board Presentation(s): Human Resources; Karen Brown, Esq.

Human Resources and Legal Update



Presented by Karen M. Brown, Esq.
Assistant Superintendent for HR



NYS Covid Leave Law



NYS COVID Leave Law

- Staff are allowed at least 5 days off if positive for COVID and under an isolation order
- Staff can take leave under the law no more than 3x

NYS Vaccination Leave Law



NYS Vaccination Leave Law

- Staff are allowed a “sufficient period of time” up to 4 hours off, per injection, to obtain a COVID 19 vaccination
- Boosters are included
- Law expires December 31, 2023



Health Care Worker Bonus Program (HWB)

- Provides bonuses for certain health care and mental health workers in the health care industry and P-12
- Part of 2023 Fiscal Year Budget
- Goal is to “recruit, retain and reward” these workers
- Bonus amounts are commensurate with the number of hours worked during designated vesting periods for up to a total of \$3000 per eligible worker



Health Care Worker Bonus Program cont.

Eligible job titles include:

- Nurse Practitioner
- Registered Nurse
- Licensed Practical Nurse
- Psychologist
- Social Worker
- Occupational Therapist
- Physical Therapist



Health Care Worker Bonus Program cont.

Qualified employers will pay bonus amounts to qualified employees based on the number of hours worked during the vesting period as defined below:

- Qualified employees who work at least 20 hours but no more than 30 hours per week are eligible for a bonus of \$500;
- Qualified employees who work at least 30 hours but no more than 35 hours per week are eligible for a bonus of \$1,000; and
- Qualified employees who work at least 35 hours per week are eligible for a bonus of \$1,500.



Alyssa's Law

All schools must consider silent panic alarm systems as part of their school safety plan



Referral Incentive

BOCES offers \$500 to staff who refer a new staff member who stays 6 months

To date, we've paid 4 referrals and have 3 more in the pike



ESYP Referral Incentive

BOCES offered \$50 to staff who referred a person to ESYP and that person worked at least 27 days

We paid one referral



ESYP Attendance

Staff received \$1200 if they missed no more than 2 days and an additional \$300 if they had perfect attendance

- **199** (78%) had perfect attendance
- **44** (17%) had no more than 2 absences



Perfect Attendance

- 22 employees, or 2.8% of contractual staff, achieved perfect attendance in the 20-21 school year with a breakdown as follows:

Administrators: 3 (8%)

Classified staff: 9 (5%)

O&M: 3 (10%)

TA & SBAs: 1 (0.5%)

Teachers: 6 (2%)



Perfect Attendance 3 Year Comparison

	<u>18-19</u>	<u>20-21</u>	<u>21-22</u>
Administrators:	9%	9%	8%
Classified staff:	5%	7%	5%
O&M:	2%	18%	10%
SBA's:	0%	1%	0.5%
TAs:	1%	3%	0%
Teachers:	4%	3%	2%
All staff combined:	3.5%	4%	2.8%



Any questions?



8. Old Business

1. Confirm Board Reps for Building Level Emergency Teams

2022-23 Board Reps Building Level Safety Teams

CTE – Dennis Laba

Westview – Kathleen Dillon

ESC/ECLC – Heather Pyke

RTP – Michael May

Ridgecrest – Kathleen Dillon

9. New Business

1. First Reading Policy Series 3000

VARIOUS POLICY UPDATES CHART

3000 SERIES

(Italics means added in, strikethrough means to take out.)

"Review" means no substantive changes.

NOTE: Changes to he/she, his/her pronouns were made to this series where applicable.

<i>POLICY NUMBER</i>	<i>RATIONALE</i>
3111 District Superintendent	Review
3112 Administrative and Supervisory Personnel	Review
3120 Evaluation of the District Superintendent and Other Administrative Staff	POLICY NOT INCLUDED. DO NOT REVIEW. Policy is part of the Annual Policies which were previously reviewed at the February 16, 2022 Cabinet meeting.
3130 Administrative Interns	Review
3140 Consultants	Removed last sentence for accuracy.
3211 Organizational Chart	Review
3220 Administrative Councils, Cabinets and Committees	Review
3221 Chief School Administrator's Council	Review

Monroe 2-Orleans BOCES Policy
Series 3000 – Administration
Policy #3111 – DISTRICT SUPERINTENDENT

The District Superintendent shall be recommended for appointment by the Board to the Commissioner as required by law and Regulations of the Commissioner. The request for appointment by the Commissioner shall be by Resolution of the Board. The District Superintendent shall be the Chief Executive Officer but under the direction and control of the Board, shall have general supervision over all matters affecting directly or indirectly the operations of the BOCES.

Qualifications

The District Superintendent must be duly certified as required by law and by the Regulations of the Commissioner of Education.

Powers and Duties

The District Superintendent shall possess the powers and discharge the duties herein set forth below and execute those prescribed by law as contained in various sections.

Attendance at Board Meetings

The District Superintendent shall attend all meetings of the Board unless previously excused.

Execute Board Policy

The District Superintendent shall be responsible for carrying into effect the policies and formulating regulations to insure implementation of policies adopted by the Board.

General Management

The District Superintendent shall be responsible for the general management of the BOCES.

School Calendar

The District Superintendent shall submit annually a school calendar to the Board for approval.

Instruction

The District Superintendent shall be responsible for the fulfillment of the educational goals and purposes of the BOCES and shall serve as an authority in educational matters making recommendations to, and advising with the Board in all matters pertaining to courses of study, continuing education, extracurricular activities, admissions of students, their instruction, discipline, grading and promotion, and the selection of textbooks and educational equipment and supplies.

Curriculum

The District Superintendent shall recommend to the Board revisions, eliminations and additions to the curricular and extracurricular programs.

Program Supervision

The District Superintendent shall be responsible for, and shall have general supervision over, all activities of BOCES and the operation of the BOCES administrative and business offices.

Employee Supervision

The District Superintendent shall have general supervision and direction over all employees of the BOCES. The District Superintendent shall have the power to assign and transfer all teachers and other

Monroe 2-Orleans BOCES Policy
Series 3000 – Administration
Policy #3111 – DISTRICT SUPERINTENDENT

employees, as deemed best, provided that if any such assignment or transfer shall involve a change of status or salary, it shall be subject to approval by the Board.

Establish Rules and Regulations

The District Superintendent shall make and enforce such supplementary rules and regulations that are deemed to be conducive to and in the best interest of the BOCES, subject to approval of the Board.

Budget Preparation

The District Superintendent shall prepare or cause to be prepared the proposed annual administrative, capital, and program budgets of BOCES and submit them to the Board for consideration. The District Superintendent shall provide tuition and program expense projections for the following year to the component school districts.

Purchases

The District Superintendent shall make recommendations to the Board concerning, and shall have general supervision over: purchase of books, furniture, equipment, materials and supplies, and all improvements, alterations, repairs, maintenance and operation of the school plant, property and facilities.

Expenditures

The District Superintendent shall have general supervision over all duly authorized expenditures. The District Superintendent shall have supervision over all purchase orders and other requisitions issued in the name of the BOCES.

Personnel Appointments

The District Superintendent shall appoint, in accordance with the established policies of the Board, personnel to aid in carrying out the duties prescribed by law or stated herein, and shall have complete jurisdiction over such personnel. The District Superintendent shall have jurisdiction in all matters of record keeping, providing for substitute teachers, supervision and maintenance of buildings and grounds, and on all other matters related to the operation of the BOCES.

Job Descriptions

The District Superintendent shall be responsible for ensuring the development and maintenance of a Job Description Manual for all employees of the BOCES.

Records

The District Superintendent shall keep, or cause to be kept, adequate educational records and information on all students and employees; and prepare, or cause to be prepared, annual and special statutory reports required by state, federal and local agencies.

Communications

The District Superintendent shall prepare and distribute materials by whatever means are appropriate to describe the operations of the BOCES to the various publics that are served, the staffs and school board members of component school districts, and parents and residents within the districts.

Monroe 2-Orleans BOCES Policy
Series 3000 – Administration
Policy #3111 – DISTRICT SUPERINTENDENT

Human Relations

The District Superintendent shall represent the BOCES in matters involving human relations. The District Superintendent shall receive complaints and transmit to any parties affected thereby all votes and directions of the Board affecting students, parents or personnel.

Other Duties as Assigned

The District Superintendent shall have such further powers and duties as the Board or Legislature may from time to time prescribe.

Policy References:

(Refer also to Policy #4120 -- Budget Development and Adoption.)

Adopted: 7/13/99

Revised: 5/14/08

Revised: 11/17/2010

Revised: 9/18/2013

Revised: 9/21/2016

Reviewed: 10/16/2019

Monroe 2-Orleans BOCES Policy
Series 3000 – Administration
Policy #3112 – ADMINISTRATIVE AND SUPERVISORY PERSONNEL

General

The Board has the responsibility for the employment of administrative and supervisory personnel in the BOCES. No such person shall be employed unless nominated by the District Superintendent.

Administrative and supervisory personnel shall be considered to be those employees, officially designated by the Board action, as responsible for administrative and supervisory tasks required to carry out BOCES policy, programs, decisions and actions.

These employees shall meet all certification and/or Civil Service requirements as outlined in New York Education Law, New York State Civil Service Law, and the Rules and Regulations of the Commissioner of Education. The administrative and supervisory staff shall meet these requirements at the time of employment.

The obligations, duties and responsibilities of all administrative and supervisory personnel shall be set forth in the job descriptions issued by the District Superintendent.

Probation and Tenure

All administrative and supervisory personnel, except the District Superintendent, shall be appointed to their positions for a probationary period of not more than four years (unless extended by mutual consent of all necessary parties). Administrative and supervisory personnel shall be placed on tenure at the completion of their probationary appointment if their performance is deemed exemplary by their immediate supervisor, the District Superintendent, and the Board and in accordance with applicable law as related to Annual Professional Performance Review.

The Board, the District Superintendent, and all administrative and supervisory personnel are obligated to adhere to the New York State Education Law and all applicable Rules and Regulations of the Commissioner in matters relating to probationary and tenure appointments.

Selection Procedures For Administrative/Supervisory Positions

All administrative and supervisory positions in the BOCES are established by the Board, or by State Law, or both.

The Board may establish new administrative and/or supervisory positions when recommended by the District Superintendent to attain the educational goals set by the BOCES.

In each case for a new position, the Board shall approve the position based upon need in the following order:

- a) Establishment of the need for the position;
- b) Job description presented by the District Superintendent.
- c) Appointment of a person to fill the position upon majority vote of the Board.

Monroe 2-Orleans BOCES Policy
Series 3000 – Administration
Policy #3112 – ADMINISTRATIVE AND SUPERVISORY PERSONNEL

Education Law Sections 2204, 2212, 3006, 3007, 3008, 3009, 3010, 3014, 3031, 3019-a and 3020-a

Civil Service Law Sections 35(g), 50-59 and 60-65

Adopted: 7/13/99
Revised: 11/17/2010
Revised: 9/18/2013
Revised: 10/21/2015
Reviewed: 9/21/2016
Reviewed: 10/16/2019

Monroe 2-Orleans BOCES Policy
Series 3000 – Administration
Policy #3130 – ADMINISTRATIVE INTERNS

The BOCES recognizes the value of and need for administrative internships to further develop skills of persons desiring to become full time administrators. To that end, this BOCES encourages the use of interns from duly accredited colleges and universities. It is agreed that intern(s) will be employed for the length of time and for such salary or as unpaid that can be mutually determined, and as recommended by the District Superintendent and subject to the approval of the Board.

Adopted: 7/13/99
Revised: 11/17/2010
Reviewed: 9/18/2013
Reviewed: 9/21/2016
Reviewed: 10/16/2019

**Monroe 2-Orleans BOCES Policy
Series 3000 – Administration
Policy #3140 - CONSULTANTS**

The administrative and supervisory staff of the BOCES shall encourage the use of professional consultants from the State Education Department, colleges, universities, and other resource persons, when such consultative services will benefit BOCES and districts it serves. All consultants shall be approved by the District Superintendent or ~~his or her~~ *his/her/their* designee.

Consultants shall be compensated according to agreed-upon hourly and/or daily rates commensurate with their standard fees and those paid for such services. Additional expenses for travel, meals and lodging shall be allowed, if applicable and with prior approval. A consultant who is a public school District retiree is subject to earning and other limitations when working in the public sector. As a result he/she is responsible for checking with TRS or ERS and adhering to those limitations.

~~Directors shall submit in writing to the District Superintendent each proposal to use such consultant.~~

Adopted: 7/13/99
Revised: 10/22/08
Revised: 11/17/2010
Reviewed: 9/18/2013
Reviewed: 9/21/2016
Reviewed: 10/16/2019

Monroe 2-Orleans BOCES Policy
Series 3000 – Administration
Policy #3211 – ORGANIZATIONAL CHART

The administrative structure of BOCES is contained on the following page.

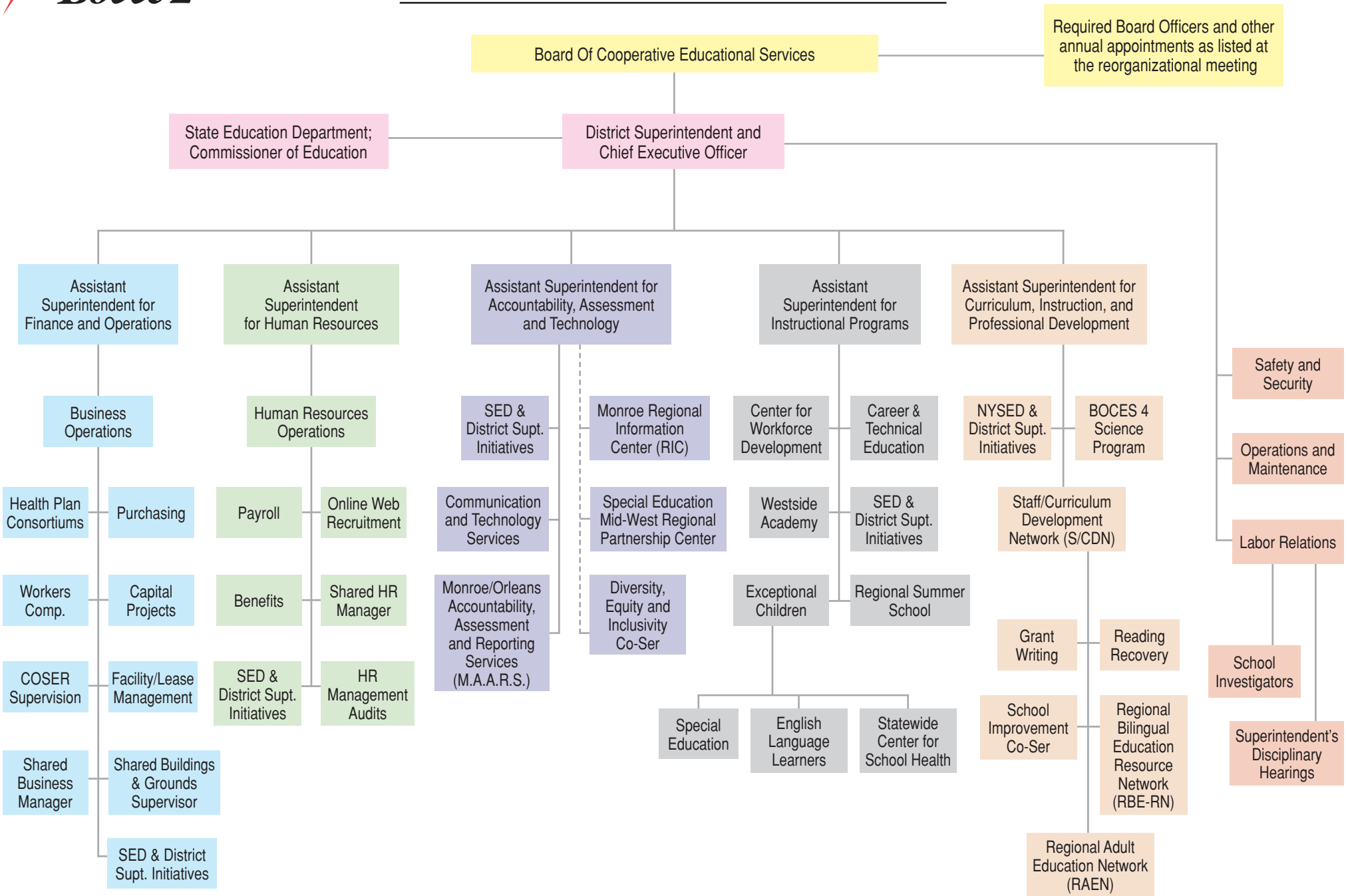
Any changes in the administrative structure shall be subject to approval by the Board.

Adopted: 7/13/99
Revised: 11/17/2010
Revised: 9/18/2013
Revised: 11/19/2014
Revised: 8/19/2015
Revised: 9/21/2016
Revised: 8/21/2019
Revised: 4/01/2020
Revised: 8/18/2021



Monroe 2–Orleans Board of Cooperative Educational Services

Organizational Chart



Monroe 2-Orleans BOCES Policy

Series 3000 – Administration

Policy #3220 – ADMINISTRATIVE COUNCILS, CABINETS AND COMMITTEES

The Board authorizes the District Superintendent to establish such permanent or temporary councils, cabinets, and committees as are necessary for proper administration of Board policies and for the improvement of the total BOCES program.

All councils, cabinets, and committees created by the District Superintendent shall be for the purpose of obtaining to a maximum degree the advice and counsel of administrative, supervisory and other personnel and to aid in communication. Functioning in an advisory capacity, such groups may make recommendations for submission to the Board through the District Superintendent. Such groups shall exercise no inherent authority. Authority for establishing policy remains with the Board and authority for implementing policy remains with the District Superintendent.

The membership, composition, and responsibilities of administrative councils, cabinets, and committees shall be defined by the District Superintendent and may be changed at his/her/*their* discretion.

Policy References:

Refer also to Policies #3221 - - Chief School Administrators' Council and #3222 - - Cabinet.

Adopted: 7/13/99

Revised: 11/17/2010

Reviewed: 9/18/2013

Reviewed: 9/21/2016

Reviewed: 10/16/2019

Monroe 2-Orleans BOCES Policy
Series 3000 – Administration
Policy #3221 – CHIEF SCHOOL ADMINISTRATOR’S COUNCIL

The District Superintendent may establish a Chief School Administrators' Council to provide a means for appropriate and necessary communication to occur between and among the BOCES and the component school districts.

This council may be used to ascertain needs of school districts, discuss proposals for meeting such needs, provide information concerning legal requirements of school districts and other topics deemed appropriate by the District Superintendent.

It is the intent of this council to maintain and develop close cooperation among and between component school districts and to facilitate the communication process within the BOCES area.

Membership in the Chief School Administrators' Council is limited to the officially appointed Chief School Administrators of the component school districts who shall meet at such times and places as designated by the District Superintendent of Schools.

Other personnel of the component school districts and BOCES may be requested to attend regularly or at specific meetings by the District Superintendent of Schools to facilitate the matters under consideration.

Adopted: 7/13/99
Reviewed: 11/17/2010
Reviewed: 9/18/2013
Reviewed: 9/21/2016
Reviewed: 10/16/2019

9. New Business

2. Resolution to Approve 2022 Regional Summer School Lease Amendments for Churchville-Chili CSD, Greece CSD, and Hilton CSD.

MEMORANDUM OF AMENDMENT

This Memorandum of Amendment, by and between Monroe 2-Orleans BOCES (“Tenant”) and CHURCHVILLE-CHILI CENTRAL SCHOOL DISTRICT (“Landlord”) hereby amend the 2022 Regional Summer School Lease agreement originally executed on or about July 6, 2022, in accordance with Paragraph 7, as follows:

1. All terms and conditions of the original lease shall remain in effect with the following exceptions:

A. Paragraph 33 shall be modified as follows: The annual 12-month rental rate shall be five dollars and ninety-eight cents (\$5.98) per square foot prorated to 26 days. The total amount of the rent for the 26-day period shall be eighteen thousand four hundred and one dollar and eighty-six cents (\$18,401.86) for total square footage of 43,200 feet.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Amendment.

Dated: _____, 2022
DISTRICT

CHURCHVILLE-CHILI CENTRAL SCHOOL

BY: _____
Dr. Lori Orologio
Superintendent

Dated: _____, 2022

MONROE 2-ORLEANS BOCES

BY: _____
Jo Anne Antonacci
District Superintendent

MEMORANDUM OF AMENDMENT

This Memorandum of Amendment, by and between Monroe 2-Orleans BOCES (“Tenant”) and GREECE CENTRAL SCHOOL DISTRICT (“Landlord”) hereby amend the 2022 Regional Summer School Lease agreement originally executed on or about July 14, 202, in accordance with Paragraph 7, as follows:

1. All terms and conditions of the original lease shall remain in effect with the following exceptions:

A. Paragraph 33 shall be modified as follows:

The annual 12-month rental rate shall be nine dollars and seventeen cents (\$9.17) per square foot prorated to 26 days at Greece Athena. The total amount of the rent for the 26-day period shall be nineteen thousand three hundred thirty-five dollars and seventy-six cents (\$19,335.76) for total square footage of 29,600 feet.

The annual 12-month rental rate shall be nine dollars and seventeen (\$9.17) per square foot prorated to 13 days at Lakeshore Elementary. The total amount of the rent for the 13-day period shall be three thousand one hundred thirty-five dollars and fifty-three cents (\$3,135.53) for total square footage of 9,600 feet.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Amendment.

Dated: _____, 2022

GREECE CENTRAL SCHOOL DISTRICT

BY: _____

Kathleen Graupman
Superintendent

Dated: _____, 2022

MONROE 2-ORLEANS BOCES

BY: _____

Jo Anne Antonacci
District Superintendent

MEMORANDUM OF AMENDMENT

This Memorandum of Amendment, by and between Monroe 2-Orleans BOCES (“Tenant”) and HILTON CENTRAL SCHOOL DISTRICT (“Landlord”) hereby amend the 2022 Regional Summer School Lease agreement originally executed on or about July 14, 2022, in accordance with Paragraph 7, as follows:

1. All terms and conditions of the original lease shall remain in effect with the following exceptions:

A. Paragraph 33 shall be modified as follows: The annual 12-month rental rate shall be five dollars and twenty-five cents (\$5.25) per square foot prorated to 13 days. The total amount of the rent for the 13-day period shall be one thousand three hundred forty-six dollars and eighty-four cents (\$1,346.84) for total square footage of 7,200 feet.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Amendment.

Dated: _____, 2022

HILTON CENTRAL SCHOOL DISTRICT

BY: _____
Dr. Casey Kosiorek
Superintendent

Dated: _____, 2022

MONROE 2-ORLEANS BOCES

BY: _____
Jo Anne Antonacci
District Superintendent

9. New Business

3. Resolution to Approve Demarte Companies Property Holdings, LLC
Lease (*will be walked in*)

LEASE

This lease ("Lease") is made on the day of October 1, 2022, between DeMarte Companies Property Holdings LLC., with and address at 6 Turner Drive, Spencerport, NY 14559 ("Landlord"), and **Monroe 2-Orleans BOCES, a Board of Cooperative Educational Services** ("Tenant");

1. The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord the following property: 38 Turner Drive, Spencerport, New York, being an area of approximately 30,000 square feet, including mezzanine, inside, and parking outside, with access to the road (the "Premises"). Over the term of this lease Tenant agrees to be flexible and work around Landlord's renovation requirements and accommodate Landlord's floor space needs of minimally 900 square feet. Landlord agrees to make every effort to not have the renovation work interfere with the day-to-day operations of Tenant.
2. The term of this Lease will be for a period of four (4) months from October 1, 2022 (the "Commencement Date") until January 31, 2023 (the "Term"). This Lease is not renewable. Tenant's occupancy shall begin on the Commencement Date.
3. The rental payments will be \$21,300.00 per month and will be payable by the Tenant to the Landlord at the address set forth above on the first day of each month, beginning on the Commencement Date (which monthly rent shall be prorated if the Commencement Date is a date other than the first day of the month). Any payment received by the Landlord more than ten (10) days beyond its due date, shall incur a late fee of 2%, which shall be paid as additional rent.
 - A. It is the purpose and intent of Landlord and Tenant that the rent shall be absolutely net to Landlord, so that this Lease shall yield, net, to Landlord the rent herein specified during the term of this Lease, and that except as otherwise specifically provided in this Lease, all costs, expenses and obligations of every kind and nature whatsoever relating to the Leased Premises which may arise or become due during or out of the term of this Lease shall be paid by Tenant.
 - B. Tenant agrees to indemnify and hold harmless Landlord, its directors, officers, agents, servants, and employees from and against any and all claims, actions or liabilities, damages, costs, judgments, loss, awards, penalties, reasonable attorneys' fees, court costs, expenses, and disbursements of any nature whether civil or criminal, for any breach of this Lease, and all willful or negligent acts or omissions by Tenant's

employees, students, and/or agents in connection with this Lease.

The Landlord agrees to indemnify and hold harmless Tenant, its directors, officers, agents, servants and employees from and against any and all claims, actions or liabilities, damages, costs, awards, judgments, penalties, expenses, disbursements, reasonable attorneys' fees and court costs, of any nature whether civil or criminal, for any breach of this Lease and any and all willful or negligent acts or omissions by Landlord's employees, agents and/or subcontractors in connection with this Lease including an inappropriate disclosure of confidential student data in violation of FERPA.

- C. Without any manner limiting the foregoing, and except as otherwise specifically provided in the Lease, Tenant hereby agrees to pay as additional rent all sums, taxes and assessments, water and pure water, rates and rents, charges for public utilities excises, levies, license and permit fees, and other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature, which at any time during the term of this Lease may be assessed, levied, confirmed, imposed upon, or become due and payable out of, or in respect to, or become, a lien on the Leased Premises or any part thereof, or any appurtenants thereto, or franchises as may be appurtenant to the use of the Leased Premises; any such obligations may be paid in installments if the authority imposing such obligation permits installments, so long as payment is made before any fine, penalty, interest or cost be added thereto.
- D. Taxes: Additional Rent; The Tenant shall pay as additional rent, before any fine, penalty, interest or cost may be added thereto for the non-payment thereof, all real estate taxes, assessments, water rates and water charges, and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind, which are assessed or imposed upon the Leased Property or any part thereof, or become payable during the term of this Lease. All taxes, assessments and water rents that are mentioned above to be paid by Tenant shall be prorated and adjusted to the length of the term.

4. Throughout the term, Tenant, as its sole cost and expense, for the mutual benefit of Landlord and Tenant, shall maintain personal injury and property damage liability insurance against claims for personal injury, bodily injury, death or property damage occurring on, in or about the Premises, or resulting from or arising out of Tenant's use of the Premises during the term, of not less than One Million Dollars (\$1,000,000.00) in

respect of personal injury, bodily injury, death or property damage (combined single limit). Such policy shall expressly contain a contractual endorsement to provide coverage for Tenant's indemnification set forth in this Lease. Such policy shall be endorsed (1) as primary and (2) to waive rights of subrogation against Landlord. Prior to the Commencement Date, Tenant shall provide Landlord with a certificate containing evidence of such coverage and of the coverage required in herein, and Tenant shall thereafter provide Landlord with appropriate evidence of said coverage upon each anniversary date of the policy. In the event that Tenant fails to provide the certificate as set forth herein or fails to provide such evidence of such coverage within thirty (30) days of written request from Landlord, Landlord may obtain such insurance at Tenant's sole cost and expense and upon demand of Landlord, Tenant shall reimburse Landlord for the cost of procuring such insurance coverage.

Tenant shall cause all parties performing work on or about the Premises or on behalf of Tenant to maintain, statutory Workers' Compensation coverage according to the laws of the State of New York and Employer's Liability coverage in limits of not less than Five Hundred Thousand Dollars (\$500,000.00)

Tenant covenants and agrees to promptly pay to Landlord as Additional Rent, upon demand the amount of any increase in the rate of insurance on the Premises that results by reason of Tenant's act(s) or Tenant's permitting certain activities to take place.

5. The Tenant has inspected the Premises and has found it satisfactory. Tenant agrees to maintain the Premises and the surrounding outside areas in a clean and sanitary manner and not to make any alterations to the Premises without the Landlord's written consent. At the termination of this Lease, the Tenant agrees to leave the Premises in the same condition as when it was received, except for normal wear and tear.

6. Tenant also agrees not to store or use any dangerous or hazardous materials, chemicals, or fuels, except for those used in the ordinary course of Tenant's business, without the written consent of the Landlord, which will not be unreasonably withheld. Tenant also agrees to comply with all rules, laws, and ordinances affecting the Premises, including all provisions of the Town of Ogden and the State of New York, and to assume full responsibility for any environmental damage which may occur as a result of Tenant's use or storage of any hazardous materials on the Premises.

7. The Tenant agrees to obtain and pay for utilities which service Tenant's leased area.

8. Telephone, cable, and internet services are available on the Premises. Their installation and payment shall be Tenant's responsibility.
9. All vehicles of Tenant which are on the Premises, shall be licensed and registered in accordance with New York State law.
10. The Tenant agrees not to sub-let the Premises or assign this Lease without the Landlord's written consent. Tenant agrees to allow the Landlord reasonable access to the Premises for inspection and repair. Landlord agrees to enter the Premises only after notifying the Tenant in advance, except in an emergency.
11. If the Tenant fails to pay the rent on time or violates any other terms of this Lease, the Landlord will provide written notice of the violation or default. If the violation or default is monetary in nature and not corrected within ten (10) days, or if the default is not monetary in nature and not corrected within thirty (30) days (or such longer period as is reasonably practicable for such default to be cured so long as Tenant is diligently pursuing such cure), then the Landlord will have the right to terminate this Lease in accordance with state law. The Landlord will also have the right to re-enter the Premises and take possession of it and to take advantage of any other legal remedies available including under all applicable provisions of the Laws of the State of New York. The Tenant will be responsible for reasonable legal fees and court costs incurred by the Landlord in enforcing the terms and conditions of this Lease.
12. If the Tenant remains as tenant after the expiration of this Lease without signing a new lease, a month-to-month tenancy will be created with the same terms and conditions as this Lease, except that such a new tenancy may be terminated by thirty (30) days written notice from either Tenant or the Landlord.
13. Any build out of the Premises shall be in accordance with Tenant's instructions, except that all plans must be approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed.
14. Fixtures which Tenant may install into the Premises, shall become attachments to the property which shall be owned by Landlord. Trade fixtures and equipment of Tenant shall remain the property of Tenant.
15. Tenant shall use and occupy the Premises for all legal uses. The Premises may be used for no other purposes.

16. Tenant acknowledges that the Premises is in good order and repair. Tenant shall at its own expense and at all times, maintain the interior of the Premises in good and safe condition. Tenant shall be responsible for all repairs to the interior of the Premises, except as stated otherwise herein, however, no repairs shall be commenced without the prior consent of the Landlord (except for emergent repairs). Landlord shall, at its own cost and expense, maintain the exterior of the Premises, including but not limited to structural walls, the roof, exterior windows and doors, HVAC systems and plumbing.

17. Tenant shall not, without first obtaining the written consent of Landlord, make any alterations, additions, or improvements, in or to the Premises.

18. Landlord shall not be liable for any damage to Tenant, or any other person, or to any property, occurring on the Premises, or any part thereof and Tenant agrees to hold Landlord harmless from any such claims for damages, unless such damage is a result of Landlord's negligence or misconduct.

19. Landlord shall maintain liability insurance in the same amounts as required of Tenant pursuant to Section 5 hereof and shall also maintain property insurance for the Premises in an amount not less than the replacement value of the Premises.

20. In the event of a partial destruction of the Premises during the term hereof, from any cause, Landlord shall forthwith repair the same, provided such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which making the repairs shall interfere with the business of Tenant on the property. If such repairs cannot reasonably be made with sixty (60) days, Landlord, at its option and upon written notice to Tenant within said time period, may make the same within a reasonable time, but not more than one hundred twenty (120) days following such casualty, with this Lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Landlord shall elect not to make such repairs (Landlord shall give written notice of the same to Tenant) which cannot be made within said time period, this Lease may be terminated at the option of either party by written notice to the other. In the event that the building in which the Premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Landlord may elect to terminate this Lease upon written notice to Tenant within sixty (60) days of the casualty. A total destruction of the building in which the Premises is situated, shall terminate this Lease.

21. If the whole or any part of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, the Term of this Lease shall cease and terminate from the date of title vesting in such proceeding.

22. If either party incurs attorneys' fees to enforce any provision of this Lease, the prevailing party shall be entitled to all disbursements, court costs and reasonable attorneys' fees incurred by the other party, regardless of whether or not an action is commenced.

23. Any notice which either party may or is required to give, shall be given by mailing the same, return receipt requested, postage prepaid, to Tenant at the Premises, or to Landlord at the same address as for payment of rent. Any notice given pursuant hereto shall be deemed given three (3) days following due posting of said written notice.

24. This Lease is binding upon and inures to the benefit of the parties hereto and their respective heirs, assigns and successors in interest.

25. This Lease is and shall be subordinated to all existing mortgages on the Premises, and all extensions, modifications, and amendments thereto.

26. The parties agree that this Lease is the entire agreement between them and that no terms of this Lease may be changed except by written agreement of both parties. This Lease is intended to comply with any and all applicable laws relating to landlord and tenant relationships in the State of New York. This Lease is governed by the laws of the State of New York.

27. Landlord covenants and agrees with Tenant that upon Tenant paying the rent and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed, Tenant may peaceably enjoy the Premises hereby demised subject nevertheless, to the terms and conditions of this Lease.

28. Landlord assures the property and premises are in full compliance with any and all applicable federal and state laws, regulations, and local ordinances.

**DeMarte
Companies Inc.**
(Landlord)

Monroe 2-Orleans BOCESBOCES
(Tenant)

BY: _____

Eric DeMarte
President

BY: _____

Jo Anne Antonacci
District Superintendent

9. New Business

4. Resolution to Approve lease with Tech Park Owner, LLC. (RTP)

LEASE AGREEMENT

By and Between

**TECH PARK OWNER LLC,
a Delaware limited liability company**

as Lessor,

and

**MONROE 2-ORLEANS BOCES,
a New York State Board of Cooperative Educational Services company**

as Lessee

dated August 30, 2022.

**ROCHESTER TECHNOLOGY PARK
PORTION OF BUILDING "2"**

LEASE AGREEMENT

1. Basic Provisions (“Basic Provisions”).

1.1 Parties: This Lease Agreement (together with all exhibits and schedules hereto, and as the same may hereafter be amended, supplemented or restated pursuant to the terms hereof, collectively, this "Lease"), dated August 30, 2022, is made by and between **TECH PARK OWNER LLC**, a Delaware limited liability company with offices and principal place of business at 789 Elmgrove Road, Building 1, Rochester, New York 14624 ("**Lessor**") and **MONROE 2-ORLEANS BOCES**, a board of cooperative educational services company formed and presently existing under the laws of the State of New York, with offices and principal place of business at 3599 Big Ridge Road, Spencerport, New York 14559 ("**Lessee**"; Lessor and Lessee are hereinafter collectively referred to as the "**Parties**" or individually as a "**Party**").

1.2 Project; Building; Premises; Common Areas:

(a) "**Project**" shall mean the industrial park commonly known as the Rochester Technology Park located in Rochester, New York, which contains approximately 3,265,149 square feet, together with all land, buildings and other improvements comprising the industrial park on the date hereof or hereafter in accordance with the provisions of this Lease, and the Common Areas (as hereinafter defined) located on the Land. Lessor represents and warrants as a condition of the Lease that Lessor owns lawful fee simple title to the Project and has authority to enter into this Lease as Lessor. Upon request, the Landlord shall furnish at its own expense reasonable proof of good title to the Project in the form of its fee title insurance policy to the Project and a continuation and certification of title to the Project redated to the date of acceptance of this lease.

(b) "**Building**" shall mean the industrial building in the Project referred to as "**Building “2”**" and known by the street address of 771 Elmgrove Road, Rochester, New York, which contains approximately 358,311 rentable square feet.

(c) "**Premises**" is defined as office and manufacturing space on the First Floor of the Building consisting of approximately 61,038 square feet of rentable space as well as approximately 3,012 square feet of rentable warehouse, storage, and loading dock space located on the First Floor of the Building (which, for purposes of rental provisions set forth in Section 1.7, are referred to as "Additional Premises", but constitute part of the Premises). Altogether the Premises comprises approximately 64,050 ± square feet of rentable space located on the First Floor of Building 2, as outlined more particularly on **Exhibit A-3** attached hereto and made a part hereof.

(d) "**Common Areas**" shall mean all areas and facilities outside the Premises (and within the Premises from the outside surface of the interior walls outward) and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by Lessor from time to time for the general non-exclusive use in common with, of and by Lessor, Lessee and other lessees of the Project and their respective employees, suppliers, shippers, customers, contractors, guests and invitees, including but not limited to fences and gates, common entrances, lobbies, windows, corridors, restrooms, public spaces, elevators, escalators, stairways, airshafts, common area lighting facilities, roof and roof drainage systems, parking areas, loading and unloading areas, utility raceways, trash areas, areas of ingress and egress, roadways, walkways, driveways, and landscaped areas. Common Areas shall not include, and Lessee shall not have any right to the roof, exterior walls or utility raceways (unless exclusively servicing the Premises) of the Building or to any other building in the Project. Lessor hereby leases to Lessee the Premises and hereby grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, guests and students, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas, all as provided for in, and subject to the provisions of, this Lease.

1.3 Lessor’s Work; Work Letter. The installation and performance of all of **Lessee’s Initial Improvements**, as such term is defined in Paragraph 7.3 (a) hereof, shall be performed by Lessor, its contractors, subcontractors, agents or assigns under the supervision of Lessor, at the sole cost and expense of

Lessee, except as herein provided, pursuant to and as described more particularly in the plans and specifications of Labella Associates, dated August 30, 2022, a copy of which is annexed hereto and made a part hereof as **Exhibit C** (hereinafter, the “**LaBella Plans and Specs**”), and as described in the Work Letter, a copy of which is annexed hereto and made a part hereof as **Exhibit B** (hereinafter, the “**Work Letter**”). The cost of the work set forth on **Exhibit B** and **Exhibit C** (other than the cost of installing category 6 fiber and the cabling system and wiring from the Premises IT closet throughout the entire Premises to meet the communications and technology services needs of Lessee as outlined in La Bella Plans and Specs, which shall be paid by Lessor) shall be reimbursed by Lessee as set forth in **Exhibit B**.

1.4 Parking: In addition to the parking described in paragraph 2.7 of the Lease, Lessee shall be entitled to an additional one hundred sixty (160) unreserved vehicle parking spaces adjacent to Building 2 of the Project reasonably sufficient for Lessee’s needs (“**Unreserved Parking Spaces**”), in the area delineated on **Exhibit A-4** attached hereto.

1.5 Agreed Use: Defined. The Premises shall be occupied and used by Lessee and its affiliates, partners and/or associates, as a school, classrooms, offices or related educational or administrative services reasonably related to the educational mission of BOCES, provided that such uses are permitted by Applicable Requirements, as hereinafter defined. Subject to Paragraph 2.3 hereof, Lessee shall comply with all applicable federal, state and local laws, orders, ordinances, rules, statutes, covenants or restrictions of record, codes, rules and regulations, as well as all applicable requirements, criteria and guidance of any federal, state, county, or municipal authority or agency in effect on the date of execution of this Lease relating to the occupancy, possession or use of the Premises or Common Areas or as such may be hereafter enacted or promulgated (collectively, “**Applicable Requirements**”). (See also Paragraph 6). Lessor represents and warrants that Lessee’s use of the Premises for the Agreed Use specified in this Section 1.5 does not violate applicable present zoning laws and that the Premises, the intended improvements and the Common Areas directly servicing the Premises comply and will comply respectively with all Applicable Requirements including those of the Americans with Disabilities Act of 1990, as amended, Pub. L 101-336, 42 U.S.C. 12101 *et seq.*, and the administrative regulations promulgated thereunder.

1.6 Term: The initial term of this Lease shall be ten (10) years (“**Original Term**”) commencing on the day immediately following the date of Substantial Completion of Lessor’s Work (see 1.3 above) in the Premises (hereinafter the “**Commencement Date**”). Substantial Completion shall be determined by the Lessee’s Architects and shall occur upon satisfactory completion of the Lessor’s Work in accordance with Applicable Requirements as evidenced by issuance of a letter from Lessee’s Architect stating that Substantial Completion of the Lessor’s Work has occurred with the exception of “punch list” items, which, individually and in the aggregate, do not materially adversely interfere with or prevent Lessee’s ability to operate its business at the Premises. Notwithstanding the foregoing or any other provisions of this Lease, Substantial Completion shall be deemed to have occurred, on the date that Lessee takes occupancy of the Premises, or any part thereof, for the purpose of conducting or preparing to conduct its operations therefrom. Lessor shall be granted reasonable rights of access to the Premises after Substantial Completion for the purposes of completing such punch list items. The parties anticipate Substantial Completion by December 31, 2022. If Substantial Completion does not occur by December 31, 2022, the parties will cooperate in executing an addendum revising the tables set forth at 1.7 to reflect the actual rather than anticipated dates of the Lease.

Lessee’s obligation to pay rent under the Lease shall not begin until the Commencement Date. The Term of the Lease shall run for 10 years from the Commencement Date, at the Base Rent set forth in Section 1.7, with an option for the Lessee to extend for an additional 10 years pursuant to the Addendum attached hereto and made a part hereof, with each subsequent year’s rent during the 10-year extension to be calculated consistently with the increases in rent set forth in Section 1.7 below. The Original Term and any extension terms may collectively be referred to as the (“**Term**”). (See also Paragraph 3).

1.7 **Base Rent:** The monthly base rent ("**Base Rent**") is payable monthly on the first day of the month throughout the Term, except that the first rental payment shall be payable commencing on the Commencement Date, and is shown on the following tables:

Monthly Base Rent for the Premises (Offices and Manufacturing Space):

Year	Annual Base Rent PSF	Monthly Base Rent	Annual Base Rent
January 1, 2023-December 31, 2023	\$6.00	\$30,519.00	\$366,228.00
January 1, 2024-December 31, 2024	\$6.06	\$30,824.19	\$369,890.28
January 1, 2025-December 31, 2025	\$6.12	\$31,129.38	\$373,552.56
January 1, 2026-December 31, 2026	\$6.18	\$31,434.57	\$377,214.84
January 1, 2027-December 31, 2027	\$6.24	\$31,739.76	\$380,877.12
January 1, 2028-December 31, 2028	\$6.31	\$32,095.82	\$385,149.78
January 1, 2029-December 31, 2029	\$6.37	\$32,401.01	\$388,812.06
January 1, 2030-December 31, 2030	\$6.43	\$32,706.20	\$392,474.34
January 1, 2031-December 31, 2031	\$6.50	\$33,062.25	\$396,747.00
January 1, 2032-December 31, 2032	\$6.56	\$33,367.44	\$400,409.28

Monthly Base Rent for the Additional Premises (Warehouse/Storage/Loading):

Year	Annual Base Rent PSF	Monthly Base Rent	Annual Base Rent
January 1, 2023-December 31, 2023	\$3.00	\$753.00	\$9,036.00
January 1, 2024-December 31, 2024	\$3.03	\$760.53	\$9,126.36
January 1, 2025-December 31, 2025	\$3.06	\$768.06	\$9,216.72
January 1, 2026-December 31, 2026	\$3.09	\$775.59	\$9,307.08
January 1, 2027-December 31, 2027	\$3.12	\$783.12	\$9,397.44
January 1, 2028-December 31, 2028	\$3.15	\$790.65	\$9,487.80
January 1, 2029-December 31, 2029	\$3.18	\$798.18	\$9,578.16
January 1, 2030-December 31, 2030	\$3.22	\$808.22	\$9,698.64
January 1, 2031-December 31, 2031	\$3.25	\$815.75	\$9,789.00
January 1, 2032-December 31, 2032	\$3.28	\$823.28	\$9,879.36

As set forth above, the Base Rent per square foot for the Additional Premises shall be calculated as one half the base rate rent per square foot for the Office and Manufacturing Space of the Premises during the term of the Lease and any extensions thereto.

1.8 **Lessee's Share of Common Area Operating Expenses:** Lessee's proportionate share is the percentage obtained by dividing the number of square feet contained in the Premises by the number of square feet of leasable area in the Building or the Project (whichever is applicable, based upon whether such Operating Expense applies to and is billed to the Building or the Project). As of the Commencement Date, Lessee's proportionate share of the Building is 17.8% ("**Lessee's Building Share**") and Lessee's proportionate share of the Project is 1.96% (based upon a Project square footage of 3,265,149 square feet of space) ("**Lessee's Project Share**", Lessee's Building Share and Lessee's Project Share as applicable shall be hereinafter referred to as "**Lessee's Share**").

1.9 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Rent:** Lessee shall pay rent monthly on the first of each month in accordance with Section 1.7 above, except that the first rental payment shall be payable on the Commencement Date. Similarly, Lessee's Share of Common Area Operating Expenses under Sections 1.8 and 4.2 shall commence upon the Commencement Date.

If the Commencement date does not fall on the first of the month, the Base Rent for the first month and Common Area Operating Expenses for the first quarter shall be prorated accordingly.

(b)**Security Deposit and Letter of Credit Amount:** Not Applicable.

(c)**Total Due Upon Execution of this Lease:** Nothing due upon execution of the Lease. See 1.9(a).

1.10 Real Estate Brokers; Representations and Indemnities. Lessor and Lessee each represents and warrants that it has dealt with no broker, agent, finder or other real estate salesperson or firm in connection with this Lease.

1.11 Guarantor. Not Applicable.

1.12 Exhibits. Attached hereto are the following exhibits, each of which shall constitute a part of this Lease:

Exhibit A-1	Legal Description of Land
Exhibit A-2	Project Site Plan
Exhibit A-3	Premises
Exhibit A-4	Parking
Exhibit A-5	ROFO Space
Exhibit B	Work Letter
Exhibit C-1	LaBella Plans and Specs
Exhibit D	Intentionally Omitted
Exhibit E	Intentionally Omitted
Exhibit F	Rules and Regulations
Exhibit G	Sample Subordination, Non-Disturbance and Attornment Agreement

1.13 Addendum. Attached hereto is an Addendum which Addendum shall constitute a part of this Lease.

2. Premises.

2.1 Letting. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the Term and any extension, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease.

2.2 Condition. Lessor shall deliver the Premises to Lessee on or before January 1, 2023, with all improvements, parts, systems, services and surfaces thereof, broom clean and free of debris and in good operating order, condition and state of repair.

2.3 Compliance. Lessor warrants that the Premises, when delivered to Lessee, shall comply with all applicable federal, state and local laws, rules and regulations and Applicable Requirements. See also Paragraphs 1.5, 6.2. Lessor, at Lessor's expense, shall comply with all applicable federal, state and local laws, rules and regulations and Applicable Requirements throughout the Lessee's occupancy, except that Lessee shall bear the cost of compliance with any such applicable federal, state and local laws, rules and regulations and Applicable Requirements incurred solely as a result of the Lessee's specific use and occupancy of the premises.

2.4 Acknowledgements. Lessee acknowledges that (a) Lessee has satisfied itself that the Premises (including but not limited to the information technology infrastructure, the electrical systems of the Premises, the heating, ventilating and air-conditioning systems ("HVAC") and other air-handling equipment of the Premises, and fire sprinkler systems and security systems, once constructed in accordance with the LaBella Plans, shall be suitable for Lessee's intended use, (b) Lessee has made such investigation as it deems necessary with reference to such matters as the same relate to its occupancy of the Premises, and (c) neither Lessor nor Lessor's agents have made any oral or written representations or warranties with respect to said matters other than as expressly set forth in this Lease. Unless as specifically set forth herein, no later discovery by Lessee that the Premises, if constructed in accordance with the LaBella Plans, are unsuitable for Lessee's intended use, or that Lessee is unable to use the Premises for Lessee's intended use because of any Applicable Requirements existing as of the date of this Lease, shall relieve Lessee from any of Lessee's obligations including payment of Rent, as hereinafter defined, when due.

2.5 Common Areas - Lessee's Rights. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights,

powers, and privileges reserved by Lessor under the terms hereof or under the terms of any Rules and Regulations (as defined in Paragraph 2.6) or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property or place any signage, temporarily or permanently, in the Common Areas. Any such storage or signage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent. In the event that any unauthorized storage shall occur then Lessor shall have the right upon reasonable notice (except in the case of an emergency in which case no notice shall be required), in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall immediately be payable upon Lessor's demand.

2.6 Common Areas - Rules and Regulations. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") regarding the Project and the Common Areas including but not limited to rules and regulations for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Any such rules or regulations shall not materially interfere with the Agreed Use, shall be of general application to all tenants of the Building and Project and shall be uniformly enforced in a non-discriminatory, commercially reasonable manner. Lessee hereby agrees to abide by and conform to all such reasonable Rules and Regulations, and to use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor agrees not to interfere with the reasonable use of the Common Areas and Facilities by Lessee and shall use commercially reasonable efforts to enforce compliance of the Rules and Regulations by other tenants and lessees of the Building so that they do not materially affect Lessee's ability to utilize the Premises for the Agreed Use but shall not be responsible to Lessee for any such non-compliance with said Rules and Regulations by other tenants and lessee of the Building and the Project. The Rules and Regulations for the Project and Common Areas in effect as of the date hereof are attached hereto as **Exhibit F**. The Rules and Regulations may be modified or amended from time to time by Lessor upon giving reasonable prior notice to Lessee and provided that such modifications and amendments are reasonable and do not unreasonably interfere with Lessee's business operations at the Premises. In the event the provisions of this Lease conflict with any Rules and Regulations, the provisions of this Lease shall prevail and be controlling.

2.7 Vehicle Parking. Lessee shall be entitled to the non-exclusive use of Unreserved Parking Spaces reasonably sufficient to meet Lessee's needs on those portions of the Common Areas designated on the Site Plan as the Parking Areas, more particularly described in **Exhibit A-4**. Said parking spaces shall be used primarily for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called "**Permitted Size Vehicles**", although use by school buses and delivery vehicles is anticipated and permitted. Lessor shall have the right to designate specific areas for the parking by Lessee of school buses and delivery vehicles, in which case Lessee shall use such designated areas for the parking of all vehicles that are larger than full-size passenger automobiles or pick-up trucks. Except in the case of an emergency or threat of danger to persons or property in which case consent is not required, no vehicles other than the foregoing of Lessee's may be parked in the Common Area without the prior written permission of Lessor. Lessee, without Lessor's consent, shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities, as shown on Exhibit A-4. Lessee shall not service or store any vehicles in the Common Areas. If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.7, then Lessor shall have the right, upon due notice (except in the case of an emergency in which case no notice shall be required), in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall immediately be payable upon Lessor's demand.

2.6 Common Areas - Changes. Provided Lessor complies with all Applicable Requirements, Lessor shall have the right, in Lessor's sole discretion, from time to time and at any time:

- (a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of lobbies, entrances, corridors, windows, stairways, airshafts, elevators, escalators, restrooms, public spaces, driveways, entrances, parking spaces, parking areas (including, without limitation, the location

of the Unreserved Parking Spaces), loading and unloading areas, trash areas, ingress, egress, fences, gates, lighting, direction of traffic, landscaped areas, roadways, walkways, driveways, utility raceways and landscaped areas, provided that no such change unreasonably interferes with Lessee's permitted use of the Premises hereunder or with Lessee's ability to have commercially reasonable access to any portion of the Premises;

- (b) To close any of the Common Areas for maintenance purposes provided commercially reasonable access to the Premises remains available so as to permit Lessee's operation of its business in the ordinary course without undue interference;
- (c) To designate other land outside the boundaries of the Project to be a part of the Common Areas, provided that any such designation does not unreasonably interfere with Lessee's Agreed Use of the Premises or the operation of Lessee's business therein, or increase any monetary obligation of Lessee under this Lease;
- (d) To add additional buildings and improvements to the Common Areas provided the same does not materially interfere with Lessee's ability to use or have commercially reasonable access to the Premises or conduct its business in the ordinary course therein, or increase any monetary obligation of Lessee under this Lease;
- (e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof, provided that no such improvement, repair or alteration materially affects Lessee's operations of its business in the ordinary course within the Premises or the Agreed Use of the Premises hereunder or unreasonably impairs Lessee's ability to have commercially reasonable access to any portion of the Premises; and
- (f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in Lessor's sole discretion, deem to be appropriate provided that (i) no such act or change materially affects or materially interferes with Lessee's operations of its business in the ordinary course within the Premise or Lessee's Agreed Use of the Premises hereunder or unreasonably impairs Lessee's ability to have commercially reasonable access to any portion of the Premises or increase any monetary obligation of Lessee under this Lease.

3. Term.

3.1 Term. The Commencement Date and Term of this Lease are as specified in Paragraph 1.6.

3.2 Delay in Possession. The parties understand and agree that time is of the essence with respect to Lessor's Work and Substantial Completion, as set forth in Exhibits B and C, as the Premises are to be used by Lessee for educational manufacturing purposes and the school term starts immediately following Labor Day. The parties understand and agree that Lessee may move equipment and other inventory into the Premises and use the same during the course of Lessor's Work and prior to Substantial Completion provided Lessee does not interfere with construction. The parties further agree that neither party will cause unreasonable delay of Substantial Completion. Notwithstanding the foregoing, in no event shall the failure to achieve timely substantial completion give Lessee any rights not specified herein.

3.3 Lessee Compliance. Notwithstanding anything to the contrary set forth in this Lease, Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (as specified below).

4. Rent.

4.1 Rent Defined. All monetary obligations of Lessee to Lessor under the terms of this Lease are deemed to be rent ("Rent").

4.2 Common Area Operating Expenses. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.8 above) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the Term of this Lease, in accordance with the following provisions:

- (a) "**Common Area Operating Expenses**" are defined, for purposes of this Lease, as all costs and expenses incurred by Lessor relating to the ownership, operation, maintenance, repair, replacement and management of the Common Areas of the Project as defined in Paragraph 1.2(d) and elsewhere in this Lease, including, but not limited to, the following:

- (i) the operation, repair and maintenance of the following:
 - (aa) The Common Areas and Common Area improvements, including but not limited to building exterior and interior painting and stucco coating, coverings, decorative items, carpets, drapes, and window coverings, common entrances, lobbies, corridors, windows, stairways, airshafts, restrooms, public spaces, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, parking areas (including repaving and restriping as necessary), loading and unloading areas, including but not limited to slurry sealing and striping of the preceding, utility raceways, areas of ingress and egress, fences and gates, elevators, escalators, roofs, and roof drainage systems;
 - (bb) Interior and exterior signs and any tenant directory installation, operation and repair; and
 - (cc) Any fire detection and/or sprinkler systems;
- (ii) The cost of potable water, sewer, gas, steam, processed water, compressed air, electricity, information technology infrastructure, and telephone to service the Common Areas and any other utilities not separately metered including distribution and powerhouse expenses (if any) and the costs of any utility surcharges to the Project
- (iii) Trash disposal, pest control services, property management, security services, and the costs of any environmental inspections, and compliance costs;
- (iv) Real Property Taxes (as defined in Paragraph 10);
- (v) The cost of the premiums for insurance maintained by Lessor, including liability insurance, property insurance, rental value insurance and any other commercially appropriate insurance for the Project
- (vi) Any deductible portion of an insured loss concerning the Building or the Common Areas;
- (vii) The cost of any capital expenditure to the Building or the Project (“CAPEX”) (A) that is intended as a labor saving device or to effect other economies in the operation or maintenance of the Building or the Project, or any portion thereof, (B) that is required under Applicable Requirements, or (C) that are in Lessor’s opinion necessary to maintain the Building or the Project, or any portion thereof, in good condition and repair; provided that such cost shall be amortized (including interest on the unamortized cost) over its useful life as Lessor shall reasonably determine;
- (viii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting, legal (other than legal fees related to the leasing of the Project) and other professional fees and administration fees attributable to the operation of the Project;
- (ix) Costs incurred to maintain the quality, integrity, functionality and appearance of the Project;
- (x) Costs incurred for the purpose of reducing expenses;
- (xi) Costs incurred in complying with laws affecting the Project and the ownership, use, operation thereof and cost under any covenants, conditions and restrictions, entitlements, and voluntary energy savings and/or governmental programs;
- (xii) Costs incurred in providing security to the Project, if any;
- (xiii) Management fees; and
- (xiv) Any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Notwithstanding anything to the contrary contained in this Lease, Common Area Operating Expenses shall not include: (i) principal and interest payments on mortgage debts, and other non-operating debts of Lessor; (ii) loan fees and participation payments; (iii) ground or underlying lease rental payments; (iv) costs incurred in the sale, financing, refinancing, mortgaging, selling or change of ownership of the Building, including brokerage commissions, attorneys' and accounts' fees, defending lawsuits, closing costs, title insurance premiums, transfer taxes and interest charges; (v) legal and accounting fees, leasing commissions and other costs incurred in connection with development or leasing of the Project and in connection with negotiations or disputes not related to the maintenance or operation of the Common Areas or the collection of Common Area Operating Expenses with tenants, prospective tenants or other occupants; and (vi) all labor costs for personnel above the grade of Project manager; (vii) repairs and services which are furnished to other tenants at their specific request relating to their particular use of their leased premises and which are not furnished to Lessee (including without limitation, costs of constructing leasehold improvements for any other tenant); (viii) utilities which are furnished to other tenants relating to their particular use of their leased premises and which are not furnished to Lessee; (ix) Lessor's income taxes; (x) fines and/or penalties due to Lessor's violation of any governmental rule or authority unless such violation is caused by the act or negligence of Lessee; (xi) costs of capital improvements, capital repairs or maintenance, or capital replacements to the Project including without limitation, repainting of buildings and total repaving of the parking areas (or partial repaving of parking areas if in the aggregate such partial repairs will result in a substantially total repair), except to the extent otherwise set forth subparagraph (vii) in the definition of Operating Expenses; (xii) costs of repairing design or construction defects; (xiii) costs of improvements, repairs or replacements covered by insurance or reimbursed by third parties; (xiv) repairs or other work (including rebuilding) occasioned by casualty or condemnation; (xv) so-called "administrative charges" or other add-ons to the total of Operating Expenses; (xvi) amounts paid by Lessor to affiliates of Lessor for services in connection with the Common Areas, to the extent such fees are in excess of the ordinary and reasonable fees paid in arms' length transactions; (xvii) costs of enforcing leases against other tenants; and (xviii) costs related to investigation of, testing for, removal and/or clean-up of Hazardous Materials.

(c) Any direct or indirect item of Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Premises, the Building or to the operation, repair and maintenance thereof, shall be allocated entirely to the Building, or such other building, as the case may be, including, but not limited to costs incurred in contesting taxes, fees, or enactments affecting the Project. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Premises, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall equitably be allocated entirely to all buildings in the Project.

(d) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services.

(e) Lessee's Share of Common Area Operating Expenses shall be payable by Lessee within fifteen (15) days after an invoice is presented to Lessee. At Lessor's option, an amount may be estimated by Lessor from time to time of Lessee's Share of annual Common Area Operating Expenses and the same shall be payable quarterly, as Lessor shall designate, during each twelve (12) month period of the Lease term, on the same day as the Base Rent is due hereunder. Lessor shall deliver to Lessee within one hundred and twenty (120) days after the expiration of each calendar year a statement (the "Statement") showing Lessee's Share of the actual Common Area Operating Expenses incurred during the preceding year provided that the failure of Lessor to timely deliver such statement shall not relieve Lessee of the obligation to pay the actual Common Area Operating Expenses. If Lessee's payments under this Paragraph 4.2(e) during the preceding year exceed Lessee's Share as indicated on such Statement, Lessor shall credit the amount of such over-payment against Lessee's Share of Common Area

Operating Expenses next becoming due. If Lessee's payments under this Paragraph 4.2(e) during the preceding year were less than Lessee's Share as indicated on such statement, Lessee shall pay to Lessor the amount of the deficiency within thirty (30) days after delivery by Lessor to Lessee of the Statement.

(f) Lessor hereby warrants that for the calendar year in which the Commencement Date of the Term shall occur, Lessee's Share of the aggregate of the Common Area Operation Expenses, shall not exceed the following:

- (i) CAM (Common Area Maintenance) - \$0.94 per square foot;
- (ii) Taxes - \$0.35 per square foot; and
- (iii) Insurance - \$0.41 per square foot.

These three expenses, CAM plus Taxes plus Insurance (Collectively referred to as "Triple Net"), comprise the total Common Area Operating Expenses payable by Lessee under this Lease. In addition, notwithstanding anything to the contrary contained herein, Lessee's Aggregate Current Lease Year's Common Area Operating Expenses (CAOE) shall not increase over the Lessee's Aggregate Prior Lease Year's CAOE Payment by more than 5%. Lessor shall provide Lessee documentation justifying any increase, and at Lessee's written request, Lessor shall provide Lessee with reasonable detail of the Common Area Operating Expenses for the calendar year in question. Subject to the time periods set forth in (g) below, if after making a timely request, the detail provided by Lessor shows that Lessee's Aggregate Current Lease Year's CAOE Payment exceeded the Lessee's Aggregate Prior Lease Year's CAOE Payment by more than 5%, Lessor shall credit the amount of such overpayment against Lessee's Share of Common Area Operating Expenses next becoming due.

(g) Lessor shall maintain at the Project or another location in the Rochester, New York area reasonably adequate records respecting Common Area Operating Expenses. Lessee or its authorized representative shall have the right to examine such records as they relate to those Statement only issued in the thirty-six (36) month period preceding Lessee's notice specifying which records Lessee desires to examine, during normal business hours at the place or places where such records are normally kept. Notwithstanding anything to the contrary in this Paragraph, no audit by Lessee may be conducted by any person or entity operating under a contingency fee arrangement of any kind. With respect to those Statements only issued in the thirty-six (36) month period preceding Lessee's notice as hereinbefore described, Lessee may take exception to matters included in Common Area Operating Expenses or Lessor's computation of Lessee's Share by sending written notice specifying such exception and the reasons therefor to Lessor. If Lessee takes exception to any matter contained in the Statement as provided herein, Lessor shall refer the matter to an independent certified public accountant of Lessor's choice, subject to Lessee's reasonable approval, whose certification as to the proper amount shall be final and conclusive as between Lessor and Lessee. Pending resolution of any such exceptions in the foregoing manner, Lessee shall continue paying Common Area Operating Expenses in the amounts determined by Lessor, subject to adjustment after any such exceptions are so resolved. The Statement shall be considered final, except as to matters to which exception is taken in the manner and within the time periods specified herein. The provisions of this Section 4.2, including, with respect to Lessee's right to examine records and Statements and specify exceptions shall survive for 3 years following the termination or expiration of this Lease or any extension thereto.

4.3 Payment. Lessee shall cause payment of Rent to be received by Lessor in immediately available, lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place, as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating.

5. Security Deposit and Letter of Credit. Not Applicable.

6. Environmental.

6.1 Definitions.

- (a) “**CERCLA**” shall mean the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, (42 U.S.C. § 9601 et seq.).
- (b) “**Environmental Laws**” shall mean all applicable federal, state and local environmental, health, chemical use, land use, safety and sanitation orders, statutes, codes, laws, regulations, rules, ordinances, and adopted Governmental Agency guidance.
- (c) “**Governmental Agency**” shall mean any governmental body, agency, department or authority with jurisdiction over the Premises or Other Portions of the Project, over Lessee’s use and occupancy of the Premises, or over activities of Lessee or Its Invitees that are specifically identified as being undertaken at the Premises.
- (d) “**Hazardous Substance**” shall mean any product, substance, material or waste which is present, used, manufactured, handled, processed, stored, treated, disposed, transported or Released on, in or at the Premises, any other portion of the Project or environment, and (ii) that is, under any of the Environmental Laws: (A) deemed to be hazardous, toxic or injurious to the public health, safety or welfare, or to the environment, (B) subject to regulation by any Governmental Agency when any such product, substance, material or waste is not used, manufactured, handled, processed, stored, treated, disposed, transported or Released in accordance with Applicable Requirements, or (C) a recognized basis for liability of Lessee or Lessor to any Governmental Agency or any third party under any Environmental Law if Released or discharged to the environment. “**Its Invitees**” shall mean, with respect to Lessee, others with whom Lessee contracts or those whom Lessee invites onto the Premises.
- (e) “**Pre-existing Materials**” shall mean any products, substances, materials or wastes existing in the air, soils, water, subsurface soils, groundwater or underground water on Premises, any portion of the Project or in the environment prior to the Effective Date of the Lease, including any existing asbestos, potentially asbestos containing materials, lead paint and radon.
- (f) “**Release**” shall have the same meaning as that term is defined in CERCLA.
- (g) “**Remedial Measures**” shall mean any and all acts or activities to address and as appropriate promptly comply with all requests, orders, demands, requirements and directions of a Governmental Agency pursuant to Applicable Requirements for remediation of a Hazardous Substance, including, but not limited to, assessment, correction, investigation, containment, removal, response, cleanup, mitigation and/or abatement measures.

6.2 Use.

- (a) Lessee shall use and occupy the Premises only for the Agreed Use. Lessee shall not use or permit the Premises to be used for any other purpose without Lessor’s prior written consent. Notwithstanding the foregoing, the parties shall not use, nor permit their lessees or Invitees to use, the Premises or Common Areas in a manner that: (i) violates any Applicable Requirements, (ii) constitutes ultra-hazardous activity, (iii) unreasonably interferes with or unreasonably disturbs the use of any Other Portions of the Project, (iv) results in material damage or waste to the Premises or any portion of the Project, or (v) is a material breach of this Lease. Lessee shall only utilize the Premises and Common Areas, or allow the Premises and Common Areas to be utilized, for purposes or in a manner that constitutes an Agreed Use. The parties understand and agree that the anticipated and agreed use, consisting of office space and manufacturing science kits for grades K through 6, does not constitute an impermissible or ultra-hazardous use under this Lease.
- (b) The parties may use any ordinary and customary products, substances or materials reasonably required to be used in the normal course of the Agreed Use, provided such use is in compliance with Applicable Requirements and shall not be in violation of any Environmental Laws, or a discharge to the environment of petroleum in violation of any Environmental Laws.

6.3 Obligations.

(a) Duty to Inform.

(i) **Generally.** If Lessor or Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, at, under, about or is emanating into the environment from the Premises or Common Areas, then such party shall immediately give oral and written notice of such fact to the other party, and if any, provide the other party with a copy of any report, notice, claim or other documentation, which such party first received after the Effective Date, concerning such Hazardous Substance. Nothing contained in this Subparagraph (a) shall require Lessee to give any such notice with respect to: (i) any Pre-existing Materials, or (ii) any ordinary and customary products, materials, substances or wastes reasonably required to be used in the normal course of any Agreed Use, so long as such use is in compliance with the Applicable Requirements as provided in Paragraph 6.2 above. Lessor and Lessee shall promptly notify the other party of any communication by or from a Governmental Agency or a third party alleging that the Premises, a Common Area or Lessee are not in compliance with applicable Environmental Laws; provided, however, that Lessor's or Lessee's providing of any such notice shall not be deemed an admission of any kind by Lessor or Lessee.

(ii) **Pesticide Applications.** Lessor shall provide the Lessee with written notification of pesticide applications and/or the potential use of pesticides no later than seven (7) days prior to any such use or application so that Lessee may comply with its notification requirements under New York Education Law Section 409-H.

(b) **Obligations.** Each party shall be responsible for environmental damage as is caused or contributed by that party. Each Party shall have the duties, rights and remedies provided by Applicable Law, pursuant to the Lease or in equity. Lessor has provided or will immediately provide to Lessee, in accordance with good commercial or customary practices, a current environmental site assessment of the Premises (the "Environmental Assessment"). Lessor shall, at Lessor's expense, prior to making the premises available to Lessee, remove from the Premises, and the Building, including, but not limited to, common entrances, lobbies, windows, corridors, restrooms, public spaces, elevators, escalators, stairways, airshafts, common area lighting facilities, roof and roof drainage systems, loading and unloading areas, utility raceways, trash areas, areas of ingress and egress, and tunnels, any and all material quantities of Hazardous Substances (whether or not disclosed in the Environmental Assessment) which were generated, used, manufactured, handled, processed, stored, treated, disposed, transported, spilled, leaked, pumped, poured, emitted, emptied, discharged, injected, escaped, leached, dumped, disposed or released, or which constitute pre-existing Materials as defined in Paragraph 6.1(j), or which would unduly interfere with or prohibit Lessee's use of the Premises for the Agreed Use. The parties shall not engage, nor permit their lessees, agents, employees, contractors, invitees, guests, students, suppliers and customers, to engage, in any activity in, at, on, under or about the Premises, Other Portions of the Project or the environment (including through the plumbing or sanitary sewer system) which: (i) causes a Release of a Hazardous Substance in violation of any Environmental Laws, (ii) causes the discharge of petroleum in violation of any of the Environmental Laws, or (iii) triggers a claim or investigation by a Governmental Agency under any Environmental Law. The parties shall at all times comply with all Environmental Laws. Upon the Termination Date with respect to the Premises, Lessee shall remove from such Premises, and/or associated Building and interior Common Areas to which the Termination Date applies, including, but not limited to, common entrances, lobbies, windows, corridors, restrooms, public spaces, elevators, escalators, stairways, airshafts, common area lighting facilities, roof and roof drainage systems, loading and unloading areas, utility raceways, trash areas, areas of ingress and egress, and tunnels, any and all material quantities of Hazardous Substances generated, used, manufactured, handled, processed, stored, treated, disposed, transported, spilled, leaked, pumped, poured, emitted, emptied, discharged, injected, escaped, leached, dumped, disposed or released by Lessee or Its Invitees.

(c) **Remedial Measures.** Lessee shall, at Lessee's sole cost and expense, promptly implement Remedial Measures related to: (i) a Release of a Hazardous Substance in violation of an Environmental Law caused by, arising out of or resulting from the use of the Premises or Common Areas by Lessee or Its Invitees, (ii) a discharge of petroleum in violation of any of an Environmental Law caused by, arising out of or resulting from the use of the Premise or Common Areas by Lessee or Its Invitees, or (iii) the use of the Premise or Common Areas by Lessee or Its Invitees triggered a claim or investigation by a Governmental Agency

under any Environmental Law; provided, however, that Lessee shall only be obligated under this Subparagraph (c) of Paragraph 6.3 to this Lease to undertake alterations or improvements to the extent required under Paragraph 7.1 to this Lease while addressing and complying with a request, order, demand or direction of a Governmental Agency for Remedial Measures; and provided, further, however, that Lessee shall have no obligation to undertake Remedial Measures concerning or relating to any such Release of a Hazardous Substance, such discharge of petroleum or such claim or investigation by a Governmental Agency to the extent, if any, caused by, arising out of or resulting from (A) any Pre-existing Materials, (B) the activity of any party other than Lessee or Its employees, agents, contractors, invitees, guests, students, suppliers, and customers or assigns, or (C) a naturally occurring condition in the environment (each of the matters referred to, concerning or related to subparts (A), (B) and (C) in this sentence immediately preceding this parenthetical may be referred hereinafter collectively as the “**Exempted Conditions**”).

Lessor shall, at Lessor’s sole cost and expense, promptly implement Remedial Measures related to: (i) a Release of a Hazardous Substance in violation of an Environmental Law caused by, arising out of or resulting from the use of the Property by the Lessor, its Lessees (other than the Lessee under this Lease) or its Invitees, (ii) a discharge of petroleum in violation of any of an Environmental Law caused by, arising out of or resulting from the use of the Property by the Lessor, its Lessees (other than the Lessee under this Lease) or Its Invitees, or (iii) the use of the Property by the Lessor, its Lessees (other than the Lessee under this Lease) or Its Invitees triggered a claim or investigation by a Governmental Agency under any Environmental Law.

(d) Indemnification.

(i) Lessee agrees to indemnify and hold harmless Lessor, its directors, officers, shareholders, members, representatives, employees, agents, and assigns (collectively the “Lessor Parties”), against any and all claims, judgments, costs, awards, liability, loss, damage, suit or expense of any kind which the Lessor Parties may incur, suffer or be required to pay (including Remedial Measures, and reasonable attorneys’, and reasonable experts’ and consultants’ fees, costs and expenses, (collectively, “**Claims**”) by reason of or in consequence, directly or indirectly, of the fault, failure, omission or negligence of, or material breach of this Lease by, Lessee, its directors, officers, shareholders, members, representatives, employees, agents, partners, lenders, affiliates, employees, contractors and assigns (collectively the “Lessee Parties”), including any misrepresentations contained in the Lease or the breach of any warranty made herein or the failure of the Lessee to carry out its duties under this Lease or otherwise arising out of or in connection with, directly or indirectly, this Lease (including a Governmental Agency requesting or demanding Lessor to investigate, cleanup or otherwise address a Release of a Hazardous Substance at the Premises, Other Portions of the Project or the environment in violation of any of the Environmental Laws caused by, arising out of or resulting from the use of the Premises or Common Areas by Lessee or Its Invitees, or the presence of a Hazardous Substance at the Premises in violation of Environmental Laws caused by or from the use of the Premises or Common Areas by Lessee or Its Invitees. Lessee shall not be required to indemnify the Lessor Parties for any damage or loss arising out of any negligent acts or willful misconduct of the Lessor Parties.

(ii) Lessor agrees to indemnify and hold harmless the Lessee Parties against any and all claims, judgments, costs, awards, liability, loss, damage, suit or expense of any kind which the Lessee Parties may incur, suffer or be required to pay (including Claims) by reason of or in consequence, directly or indirectly, of the fault, failure, omission or negligence of, or material breach of this Lease by the Lessor Parties, including any misrepresentations contained in the Lease or the breach of any warranty made herein or the failure of Lessor to carry out its duties under this Lease or otherwise arising out of or in connection with, directly or indirectly, this Lease (including a Governmental Agency requesting or demanding Lessor to investigate, cleanup or otherwise address a Release of a Hazardous Substance at the Premises, Other Portions of the Project or the environment in violation of any of the Environmental Laws caused by, arising out of or resulting from the use of the Property by Lessor, its Lessees or its Invitees, or the presence of a Hazardous Substance at the Premises in violation of Environmental Laws caused by or from the use of the Property by

the Lessor, its Lessees or its Invitees. Lessor shall not be required to indemnify the Lessee Parties for any damage or loss arising out of any negligent acts or willful misconduct of the Lessee Parties.

(iii) Lessor and Lessee agree to notify each other as soon as practicable if any claim, assessment, or lawsuit shall be instituted against any of the parties to this agreement regarding the operation, maintenance, control and use of the Premises, and in no event later than ten (10) days of receipt of such information. Each party agrees to notify the other as soon as practicable of any event or state of facts that may create liability or claims being assessed against any party to this agreement regarding the operation, maintenance, control and use of the Premises, and in no event later than ten (10) days of receipt of such information.

(e) Lessor's Obligations for Remedial Measures. Lessor shall retain the responsibility and pay for the Remedial Measures necessary to address to the reasonable satisfaction of a Governmental Agency any Release of a Hazardous Substance in violation of Environmental Laws, or discharge of petroleum in violation of Environmental Laws, in at, on or about the Premises or Other Portions of the Project so as to meet Applicable Requirements to the extent such Release or discharge was caused by, arises out of or results from: (i) Pre-existing Materials, and/or (ii) the activity of Lessor, others with whom Lessor contracts or others who Lessor invites onto the Premise or Other Portions of the Project; provided, however, that Lessor shall have no obligation to undertake such Remedial Measures to the extent such a Release or discharge was caused by, arises out of or results from the negligent use or occupancy of the Premises or Other Portions of the Project by Lessee or Its Invitees; and provided, further, however, that, to the extent any such Remedial Measures are required by a Governmental Agency to be undertaken by Lessor after the Effective Date (collectively referred to as "**Lessor's Governmental Agency Actions**"), Lessor shall undertake any such Lessor's Governmental Agency Actions in such a manner so as to avoid any unreasonable disruption to Lessee's operations at the Premises.

(f) Compliance with Applicable Requirements. Notwithstanding Paragraph 2.3, The parties will at all times comply with all Applicable Requirements and the requirements of any applicable fire insurance underwriter or rating bureau applicable to each and every portion of the Premises. The cost of compliance shall be borne by Lessor, unless the failure to comply with applicable requirements was caused by, or arose by reason of, the use or occupancy of the Premises or Other Portions of the Project by Lessee, its employees, agents or assigns. The parties will not make or permit to be made any use of the Premises or any part thereof which is forbidden by Applicable Requirements (including, without limitation, all Environmental Laws applicable to the Premises). The parties shall comply with all reasonable health, safety and environmental rules, as well as all reasonable written requirements and policies provided, from time to time, by Lessor to Lessee with respect to any portion of the Premises and which do not impair in any manner operations which are consistent with the Agreed Use.

(g) Inspection; Compliance.

(i) Lessor and its directors, officers, shareholders, members, representatives, agents, employees, consultants, contractors, heirs and lenders, if any, and their respective successors and assigns, shall have the right to enter the Premises to inspect pursuant to procedure set forth in Paragraph 32.2 of this Lease. The cost of any such inspection shall be paid by Lessor, unless any of the following events occur in which case Lessee shall pay for the cost of the inspection: (aa) a violation of Applicable Requirements in the Premises caused by the negligence of Lessee or Its Invitees; (bb) a Release of a Hazardous Substance or discharge of petroleum at the Premises in violation of Environmental Laws, which Release or discharge was caused by, arises out of or results from the negligent use of the Premises by Lessee or Its Invitees; (cc) there is a threat of Release of a Hazardous Substance or discharge of petroleum at the Premises in violation of Environmental Laws, which threat of Release or discharge was caused by, arises out of or results from the negligent use of the Premises by Lessee or Its Invitees; or (dd) an inspection is requested or ordered by a Governmental Agency because of its suspicion of a violation of an Environmental Law concerning the Premises that was caused by, arises out of or results from the negligent use of the Premises by Lessee or Its Invitees. Without regard to any of the foregoing, under no circumstances shall Lessee bear any cost of any inspections of the Premises to the extent caused by, arising out of or resulting from Pre-existing Materials or use or ownership of the Property by Lessor or Third parties.

(ii) The cost of any inspections of the Common Areas shall be paid by Lessor, unless any of the following events occur in which case Lessee shall pay for the cost of the inspection: (aa) a documented violation of

Applicable Requirements in a Common Area or in Common Areas caused by, arising out of or resulting from the negligent use of the Common Areas by Lessee or Its Invitees; (bb) a Release of a Hazardous Substance or discharge of petroleum in violation of Environmental Laws to a Common Area or Common Areas, which Release or discharge was caused by, arising out of or resulting from the negligent use of the Common Areas by Lessee or Its Invitees; (cc) there is a threat of Release of a Hazardous Substance or discharge of petroleum in violation of Environmental Laws to a Common Area or Common Areas, which threat of Release or discharge was caused by, arises out of or results from the negligent use of the Common Areas by Lessee or Its Invitees; or (dd) an inspection is requested or ordered by a Governmental Agency because of its suspicion of a violation of an Environmental Law concerning a Common Area or Common Areas that was caused by, arises out of or results from the negligent use of the Common Area or Common Areas by Lessee or Its Invitees. Without regard to any of the foregoing, under no circumstances shall Lessee bear any cost of any inspections of the Common Areas to the extent caused by, arising out of or resulting from Pre-existing Materials or use or ownership of the Common Areas by Lessor or Third parties.

(h) Safety And Health. The parties covenant at all times during the term of this Lease to comply with the requirements of the Occupational Safety and Health Act of 1970, 29 U.S.C. Subsection 65, et seq., and any similar New York State laws and regulations (hereinafter, collectively “**OSHA**”), to the extent that OSHA applies to the Premises and Common Areas, and any activities thereon. Without limiting the generality of the foregoing, the parties covenant to maintain all working areas, all machinery, structures, electrical facilities, and the like, at the Premises in a condition that complies with the requirements of OSHA, including such requirements as would be applicable with respect to directors, officers, shareholders, members, representatives, agents, employees, consultants or contractors of the parties who are present upon the Premises pursuant to this Lease.

(i) Survival. The parties’ obligations under this Section 6 of this Lease shall survive the expiration, termination or cancellation of this Lease. No expiration, termination or cancellation of this Lease shall release the parties from their obligations under this Section 6, unless specifically so agreed by the parties in writing at the time of such agreement.

7. Maintenance; Repairs; Alterations; Trade Fixtures.

7.1 Lessor's Obligations.

- (a) Lessor, subject to its right to receive reimbursement of common area maintenance charges pursuant to Paragraph 4.2, shall keep in good order, condition and repair the Common Areas, foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas, utility systems servicing the Premises and the Building.
- (b) Lessor, subject to its right to receive reimbursement of common area maintenance charges pursuant to Paragraph 4.2, shall maintain in good condition and shall perform all necessary maintenance, repair and replacement to any mechanical, electrical, plumbing, HVAC, ventilation, life safety and fire safety or other improvements, facilities or systems serving the Premises and the Building, the roof, all paved areas, foundation, structural floors, exterior and load-bearing walls, subflooring and supports, doors, windows, plate glass, heat pumps, water heaters, all structural repairs, Common Area smoke detectors and fire extinguishers (it being understood that Lessee shall be responsible to maintain all smoke detectors and fire extinguishers that are located within the Premises), sprinkler systems, all exterior utility lines (to the extent such lines are owned by Lessor), and all other structural portions of the Building or servicing the Premises and Building during the term of the Lease and any renewal periods, unless the maintenance or repair is due to the negligence of the Lessee or its employees, agents or assigns.
- (c) Lessor, subject to its right to receive reimbursement of the common area maintenance charges pursuant to Paragraph 4.2, shall at all times furnish lighting, electrical service and wiring, plumbing, heating, and air conditioning in the Premises.
- (d) Lessor warrants to Lessee that upon acceptance of the Premises, the condition of the Premises will be in good order, and that all plumbing and sewer facilities, all electrical and mechanical equipment, including but not

limited to, air conditioning, lighting, heating, electrical service, HVAC, life safety and fire safety systems will be operative and mechanically sound. Lessor will, at its cost and expense, supply any apparatus, appliances or materials and will cause work to be done in and around the Premises which may be required or ordered by any lawful authority.

7.2 Lessor's Obligation; Premises Systems and Alterations.

- (a) Lessor shall, at Lessor's sole expense, keep the Premises and any elected ROFO space, and the Lessor's Initial Improvements, as defined in Paragraph 7.3 (a) hereof, including, but not limited to, any mechanical, electrical, plumbing, HVAC, life safety and fire safety systems exclusively serving the Premises and located within the exterior surfaces of the interior walls of the Premises inward (collectively, the "**Premises Systems**") and Alterations (as hereinafter defined), and all equipment and facilities, lighting facilities, boilers, pressure vessels, fixtures, interior walls, exterior surfaces of interior walls inward, ceilings, floors, windows, doors, and plate glass located within the Premises (but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.1) in good order, condition and repair, from the point of entry of such Premises Systems to the Premises. In addition, Lessor shall be required to perform repairs of any nature required due to the negligence or willful misconduct of Lessor, its agents, employees and contractors. Lessor, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices. Lessor's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all Lessee's Initial Improvements and other improvements thereon or a part thereof in good order, condition and state of repair.
- (b) **Intentionally Omitted.**
- (c) **Failure to Perform.** Lessor may enter upon the Premises, at any time in the case of an emergency, and otherwise, at reasonable times upon reasonable prior notice and in a manner that does not unreasonably interfere with Lessee's operations, perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall reimburse Lessor for the reasonable cost thereof. If Lessor fails to perform Lessor's obligations under this Paragraph, Lessee may at any time in the case of an emergency, and otherwise, upon reasonable written notice, perform or arrange for performance of such obligations in a workmanlike manner on the Lessor's behalf provided that the cost of such repair does not exceed \$5,000 and further provided that such repair is non-structural in nature and subject to the foregoing Lessor shall reimburse Lessee for the actual cost thereof.

7.3 Alterations.

- (a) **Definitions.** "**Lessee's Initial Improvements**" shall mean all work within the Premises required for the occupancy of the Premises by Lessee and Lessee's opening for business; "**Alterations**" shall mean collectively, Lessee's Initial Improvements, and all changes to the Premises of any nature, including, without limitation, alterations, improvements, additions, installations, changes to Premises Systems, floor and window coverings, air lines, steam lines, power panels, electrical distribution, security and fire protection systems, cabling and wiring for information technology infrastructure and communication systems, lighting fixtures, HVAC and other air-handling equipment, plumbing, and fencing. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without causing damage to the Premises.
- (b) **Consent Of Lessor.** Lessee shall not make any Alterations to the Premises without Lessor's prior written consent. Lessor agrees not to unreasonably withhold its consent to non-structural Alterations to the interior of the Premises (excluding the roof), as long as such Alterations are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, do not affect Building systems. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof (including without limitation, antennas, satellite reception devices, telephonic equipment, electronic transmission or reception devices, signs, billboards, advertisements, or any other equipment of any kind) without the prior written approval of Lessor. Any Alterations that Lessee shall desire to make and which require the consent of Lessor

shall be presented to Lessor in written form with detailed plans. In the event Lessor grants consent, such consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations shall be performed in a good workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. On completion of any Alterations by Lessee, Lessee shall supply Lessor with "as built" drawings accurately reflecting all such work.

- (c) **Liens; Bonds; and Indemnity.** Lessee shall not suffer or permit any mechanics liens to be filed against the Premises, which are enforceable other than by Section 42 of the New York Lien Law nor against Lessee's leasehold interest therein by reason of work, labor, services or materials supplied or claimed to have been supplied to Lessee or anyone holding the Premises or any part thereof through or under Lessee. If any such liens shall at any time be filed against the Premises, Lessee shall cause the same to be discharged of record or bonded pursuant to Lien Law Section 19 within sixty (60) days after the date of filing. If Lessee shall fail to discharge or bond such mechanics' liens within such period, then in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, procure their discharge and/or in such event Lessor shall be entitled, if Lessor so elects, to compel the prosecution of any action for the foreclosure of such liens by the lienor and to pay the amount of the judgment, if any, in favor of the lienor with interest, costs and allowance.

7.4 Ownership; Removal; Surrender; and Restoration.

- (a) **Ownership.** Unless otherwise instructed pursuant to (b) below, all Alterations shall, at the expiration or termination of this Lease, become the property of Lessor and shall be surrendered with the Premises.
- (b) **Surrender; Restoration.** Lessee shall surrender the Premises at the end of the Lease or any extension thereof or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, casualty loss or any other loss or damage not caused by the lessee and ordinary wear and tear excepted. Ordinary wear and tear shall not include any damage or deterioration that would have been prevented by good and commercially reasonable maintenance practice. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Alterations, furnishings, and equipment (with the exception of Lessee's Initial Improvements and Alterations referenced or described in paragraph 1.3 herein) Lessee shall also completely remove from the Premises any and all Hazardous Substances brought, spilled or released in, on, under, or about the Premises during the term of this Lease, by Lessee, its agents, employees, representatives or contractors. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee.

8. Insurance; Indemnity.

8.1 Liability Insurance. During the term of the lease, any renewal thereto, and at all times Lessee occupies the Premises, Lessee shall, at its sole cost and expense, carry and maintain a Commercial General Liability policy of insurance protecting Lessee, against claims for bodily injury, property damage, personal injury and advertising injury based upon, relating to, involving, or arising out of the use, occupancy, or maintenance of the Premises, and shall cover all owned vehicles used in the conduct of Lessee's business at the Premises. Lessee shall promptly provide Lessor with evidence of such insurance in the form of certificates of insurance. Such insurance shall be on an occurrence basis for bodily injury and property damage coverage, providing coverage in an amount not less than \$3,000,000 for damages because of all bodily injury and property damage arising out of any one occurrence and coverage in an amount not less than \$3,000,000 for all damages because of all personal injury.

8.2 Lessee's Property. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Alterations. Such insurance shall have a deductible of not to exceed \$1,000

per loss or occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Alterations. Upon written request from Lessor, Lessee shall provide Lessor with written evidence that such insurance is in force. Lessor shall not be required to insure Alterations and Trade Fixtures.

8.3 Lessee's Insurance Policies. Insurance required to be carried by Lessee herein shall be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least A-, as set forth in the most current issue of "Best's Insurance Guide. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Commencement Date, deliver to Lessor, in form and content satisfactory to Lessor, certificates of such insurance or endorsements evidencing the existence and amounts of the required insurance and which shall provide that no such policy shall be cancelable or subject to modification except after thirty (30) days prior written notice to Lessor. Lessee shall, at least thirty (30) days prior to the expiration of such policies, furnish Lessor with evidence satisfactory to Lessor of renewals or certificates of insurance evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If Lessee shall fail to procure and maintain the insurance required to be carried by it, Lessor may, but shall not be required to, procure and maintain the same. Lessor acknowledges that Lessee has provided Lessor with certificates of insurance confirming Lessee's insurance as required herein.

8.4 Lessor's Insurance. During the term of this Lease and any renewals thereof, the Lessor shall, at its sole cost and expense, carry and maintain either in the first instance the amount of insurance required by Lessor's mortgagee and lenders or if not required by Lessor's mortgagee and lenders, by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least A-, as set forth in the most current issue of "Best's Insurance Guide", in no less than the following insurance:

- (a) Comprehensive general liability insurance, including contractual liability, on the Project with combined minimum single policy limit for bodily injury, personal injury, wrongful death, and property damage of not less than \$3,000,000.00 per occurrence; and
- (b) All Risk property insurance on the Building in an amount equal to full replacement value of the Building.

Lessor shall not do or permit to be done anything which invalidates the required insurance policies. All policies shall contain a clause stating that there shall be no reduction, cancelation or non-renewal of coverage without giving Lessee thirty (30) days prior written notice. Lessor shall not do or permit to be done anything which invalidates the required insurance policies. Lessor shall provide Lessee with proof of insurance in the form of insurance certificates within ten (10) days after Lessee makes a written request therefor. Lessee acknowledges that Lessor has provided Lessee with certificates of insurance confirming Lessor's insurance as required herein. Lessee shall pay to Lessor, during the Term of this Lease, in addition to the Base Rent, Lessee's Share of the cost of such insurance as part of Lessee's Common Area Operating Expenses, as provided for in Paragraph 4.2 (a) (v) of this Lease.

8.5 Intentionally Omitted.

8.6 Indemnity.

(a) **By Lessee.** Lessee will and does hereby indemnify, defend and hold harmless the Lessor Parties from and against and from all claims, loss of rents and/or damages, liens, judgments, suits, actions, proceedings, costs, disbursements, penalties, attorneys' fees, expert witness fees, and consultants' fees, expenses and/or liabilities that may be imposed upon, incurred by, or asserted against Lessor or any of the Lessor Parties and arising, directly or indirectly, out of negligence or otherwise tortious acts or omissions of any of the Lessee Parties in their use, occupancy or maintenance of the Premises, the Building or the Project, including, without limitation, any of the following: (a) any work or thing done in, on or about the Premises, the Building or the Project or any part thereof by any of the Lessee Parties; (b) any injury or damage to any person or property; (c) any failure on

the part of Lessee to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease; and (d) any negligent or otherwise tortious act or omission of any of the Lessee Parties. If any action or proceeding is brought against any of the Lessor Parties by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. If Lessor in its sole discretion shall determine that it is in Lessor's interests to have separate legal counsel, Lessee shall indemnify the Lessor Parties for any legal fees and costs incurred by any of the Lessor Parties for the defense of any such claims, loss of rents and/or damages, liens, judgments, penalties, expenses and/or liabilities. The Lessor Parties need not have first paid any such claim in order to be defended or indemnified.

(b) By Lessor. Lessor will and does hereby indemnify, defend and hold harmless the Lessee Parties from and against any and all damages, losses, liabilities, obligations, penalties, claims, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, attorneys' and experts' fees, expenses and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against Lessee Parties relating to, resulting from or arising out of negligence or otherwise tortious acts or omissions of any of the Lessor Parties, including, without limitation, any of the following: (a) any work or thing done in, on or about the Premises, the Building or the Project or any part thereof by any of the Lessor Parties; (b) any injury or damage to any person or property; (c) any failure on the part of the Lessor Parties to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease; and (d) any negligent or otherwise tortious act or omission of any of the Lessor Parties. If any action or proceeding is brought against any of the Lessee Parties by reason of any of the foregoing matters, Lessor shall upon notice defend the same at Lessor's expense by counsel reasonably satisfactory to Lessee and Lessee shall cooperate with Lessor in such defense. If Lessee in its sole discretion shall determine that it is in Lessee's interests to have separate legal counsel, Lessor shall indemnify the Lessee Parties for any legal fees and costs incurred by any of the Lessee Parties for the defense of any such claims, loss of rents and/or damages, liens, judgments, penalties, expenses and/or liabilities. The Lessee Parties need not have first paid any such claim in order to be defended or indemnified.

8.7 Exemption of Lessor from Liability. Lessor shall not be liable for any damages arising from any act or neglect of any other tenant of Lessor nor from the failure of Lessor to enforce the provisions of any other lease in the Project except to the extent caused by or arising from Lessor's negligence, willful misconduct or breach of this Lease.

9. Damage or Destruction.

(a) Damage. If all or any portion of the Premises shall become partially or wholly destroyed or damaged by fire or other casualty such as to render them untenable, this Lease shall be subject to the provisions of Section 227 of the New York Real Property Law.

(b) Prepaid Rent; Insurance Proceeds. If this Lease is terminated under this provision, any rental paid in advance and at the time unearned shall be refunded to Lessee. In the event that any insurance award actually paid to Lessor shall include and be designated for reimbursement of the remaining value of the Lessee's Initial Improvements described in Paragraph 1.3 and the Work Letter which was paid for by Lessee, then in such event, unless Lessee shall be entitled to receive reimbursement from its own insurance carrier for the remaining useful life of its improvements as aforesaid, Lessor will pay the amount of such insurance proceeds that Lessor actually receives that included the remaining value of the improvements described in Paragraph 1.3 and the Work Letter but in no event more than the remaining value of the improvements to the Premises described at Section 1.3 which was paid for by Lessee. For purposes of this calculation, the value of the improvements will be calculated using the amount paid by Lessee for the Lessor's Work and a useful life of 20 years starting from the Commencement Date. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in area of the Premises caused by such damage or destruction.

10. Real Property Taxes.

10.1 Definition. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, ad valorem, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, franchise, personal income or estate taxes) or payment in lieu of tax; improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, including, without limitation, gross receipts and gross rental taxes by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address and where the proceeds so generated are to be applied by the city, county, state or other taxing authority of a jurisdiction within which the Project is located. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein, imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project or any portion thereof or a change in the improvements thereon or any other tax or assessment imposed in lieu of any Real Property Taxes. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

10.2 Payment of Taxes. Lessor shall pay the Real Property Taxes applicable to the Project, and any such amounts shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2. Notwithstanding the foregoing, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations or Trade Fixtures placed upon the Premises by Lessee or at Lessee's request.

10.3 Joint Assessment. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

11. Utilities.

11.1 Payment of Utilities. Lessee shall pay for all potable and processed water, gas, steam, heat, light, electricity, telephone and other information technology infrastructure (except for technology infrastructure constituting "**Lessor's Work**" as set forth in Section 1.3 above), trash disposal and other utilities and services supplied to the Premises (collectively "**Utility Services**"), together with any taxes thereon directly to the utility company servicing the Project. Lessee understands that the RTP Utility Company is the utility company presently providing many of the utilities to the Project. If any such utilities are directly metered, Lessee shall pay the costs for such utility directly to the utility company based on Lessee's metered usage. If any such utilities are submetered, Lessee shall pay to Lessor based on Lessee's usage as indicated on the submeter. If any such utilities are not separately metered or assessed or are only partially separately metered or assessed and are used in common with other tenants in the Building or Project, as the case may be, Lessee shall pay to Lessor its proportionate share of such charges as part of Common Area Operating Expenses, in addition to Lessee's payments of the separately metered charges. At Lessor's option, Lessor may, at its cost and expense, install utility submeters. In addition, Lessor may install re-registering meters and collect any and all charges aforesaid from Lessee, making returns to the proper public utility company or governmental unit, provided that Lessee shall not be charged more than the rates it would be charged for the same services if furnished directly to the Premises by the local utility company. Lessee must pay any fees or deposits required for any of the utilities. Lessee and not Lessor shall be entitled to any refunds of such amounts made at the expiration or earlier termination of the lease. Notwithstanding the provisions of Paragraph 1.6 and 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of potable or processed water, gas, steam, heat, light, electricity, telephone, information technology infrastructure, other commonly metered utilities, trash disposal, or that Lessee is generating such a large volume of trash as to require an increase in the size of the dumpster and/or an increase in the number of times per month that the dumpster is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs

shown by Lessor to be attributable directly to Lessee's use. It is understood and agreed that Lessor shall have no liability for interruption or termination of Utility Services to the Premises not caused by the acts or omissions to act of the Lessor, however, in the event of a material interruption of utility services (e.g., electricity, heat and hot water) to the Premises which continues for more than three (3) business days, then in such event Lessee's rent shall thereafter be fully abated until such time as Utility Services shall be restored.

11.2 Alternative Energy System. Notwithstanding anything else contained in this Lease to the contrary, Lessor shall have the right, at any time and from time to time, to cause one or more utilities (including, without limitation, any heating, ventilating, air conditioning, and/or lighting systems serving the Premises and/or any other Project areas) to be furnished by means of an on-site or off-site energy system and/or to provide some other alternative energy system (whether so-called "total energy" or otherwise) in lieu of the direct furnishing of the same to Lessee and other occupants of the Project from the local utility company or other designated service provider, and Lessee agrees in any such case, to accept any such utility from Lessor in lieu of the local utility company or other designated service provider and to pay Lessor and/or other designee as Lessor shall determine all costs and charges therefor, provided that the same shall not affect the quality of services provided to Lessee and shall not result in any additional cost or expense to Lessee over and above that which it would pay if it purchased same directly from the local utility company; and provided further that same is in compliance with all laws, regulations, ordinances and other governmental requirements.

12. Assignment and Subletting.

12.1 Lessor's Consent Required.

(a) Except as otherwise provided in this Paragraph, Lessee shall not voluntarily or by operation of law or otherwise assign, transfer, mortgage, pledge, encumber, license or otherwise transfer this lease or any interest hereunder or sublet all or any part of Lessee's interest in this Lease or in the Premises, or permit the use of the Premises by any parties other than Lessee and its affiliates, partners and/or associates and employees (all of the foregoing are hereinafter referred to collectively as "**Transferees**" and any party to whom any Transfer is made or sought to be made is hereinafter referred to as a "**Transferee**"), without Lessor's prior written consent, which consent will not be unreasonably withheld. Any Transfer made without complying with this Article shall, at Lessor's option, be null, void and of no effect (which shall not be in limitation of Lessor's other remedies).

(b) Any change in the control of Lessee or any change in the legal form of Lessee shall constitute a Transfer requiring consent. The (i) transfer, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Lessee, any entity directly or indirectly controlling Lessee; or (ii), any other transfer or transactions which gives parties, other than those parties currently comprising Lessee, the authority to direct the management of Lessee, shall constitute a "change in control" for this purpose. Changes in makeup of the governing board or the replacement of a member of the governing board shall not be deemed to be a Transfer.

(c) If Lessee shall desire Lessor's consent to any Transfer, Lessee shall notify Lessor, which notice shall include: (a) a reference to the Project, Premises and this Lease, (b) the name and address of the proposed Transferee and a detailed description of the business operation proposed to be conducted in the Premises, (c) the proposed effective date, (d) the terms of the proposed Transfer, a copy of all documentation pertaining thereto, and a detailed description of any alterations to the Premises required in connection with the Transfer, (e) names, addresses, periods of ownership and operation, and reasonable description of all other businesses owned and operated by the Transferee then or within the three (3) previous years, and (g) business and character references and any other information to enable Lessor to determine the business experience, financial responsibility, character, and reputation of the proposed Transferee, and (h) such other information as Lessor may reasonably require. Lessee's notice shall be submitted with Lessor's processing fee in effect at the time of such request.

(d) Lessor shall not unreasonably withhold its consent to the proposed Transfer. In no event and under no circumstances, however, shall Lessor be required to consent to, and Lessee shall not propose, a subletting of less than all of the Premises, or a Transfer to any person, firm or entity (or subdivision,

affiliate or subsidiary of any firm or entity) that shall, at the time of such proposal, or within six (6) months prior thereto, be or have been a tenant, subtenant or occupant of space in the Building or Project or be or have been negotiating with Lessor or its agent to become a tenant, subtenant or occupant of space therein. Lessee shall not advertise or list the Premises at a rental rate that is lower than the rental rate then being asked by Lessor for comparable space in the Building and/or Project.

(e) A Transfer without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1.

12.2 Additional Terms and Conditions Applicable to Transfers.

- (a) Regardless of Lessor's consent, no Transfer shall: (i) be effective without the express written assumption by such Transferee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder except Rent actually paid by Transferee, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.
- (b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default, except that Lessor cannot collect from Lessee the aforesaid Rent actually paid by Lessee and accepted by Lessor
- (c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.
- (d) In the event of any Default by Lessee, Lessor may proceed directly against Lessee or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.
- (e) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment or entering into such sublease, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing. Lessee shall provide any assignee or sublessee with a complete copy of this Lease and a copy of all Rules and Regulations in effect at the time of said assignment or sublease.

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

- (a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Default shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Default exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Default exists, notwithstanding any claim from Lessee to the contrary.
- (b) In the event of a Default by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under

such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults of such sublessor. If Lessee does not require the sublessor to attorn to Lessor, the sublease shall be extinguished upon the termination of this Lease as a result of Lessee's breach hereunder, and the sublessee shall have no further right to occupy the Premises.

- (c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.
- (d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.
- (e) Lessee may list the Premises for sublease or assignment with only reputable brokers approved in writing by Lessor. Any broker retained by Lessee is not the agent of Lessor for any purpose, and unless expressly agreed in writing otherwise, Lessor shall not be responsible for any compensation or charges claimed by any broker retained by Lessee or the sublessee, or from and against any party whose claim is based, directly or indirectly, on any proposed sublease or assignment.

13. Default; Remedies.

13.1 Default: Definition. A "Default" is defined as the occurrence of one or more of the following events, and the failure of the responsible party to cure such event within any applicable grace period:

- (a) The failure of Lessee to make any payment of Rent, Lessee's Share of Common Areas Operation Expenses or any other amount required to be paid by Lessee hereunder, whether to Lessor or to a third party when due, where such default continues for a period of fifteen (15) days after written notice.
- (b) A default by Lessee in the performance of any obligation, term, covenant, condition or provision of this Lease, other than those described in subparagraphs 13.1(a), where such default continues for a period of thirty (30) days after written notice; provided, however, that if the nature of Lessee's default is such that it is reasonably capable of cure but more than thirty (30) days are reasonably required for its cure, then it shall not be deemed to be a Default if Lessee promptly (but in no event later than thirty (30) days) commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.
- (c) A default by Lessor in the performance of any obligation, term, covenant, condition or provision of this Lease. However, if the nature of Lessor's default is such that it is reasonably capable of cure but more than thirty (30) days are reasonably required for its cure, then it shall not be deemed to be a Default if Lessor promptly (but in no event later than thirty (30) days) commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

13.2 Remedies. If a Party fails to perform any of its affirmative duties or obligations under this Lease, the aggrieved party may, after written notice, or in case of an emergency, without notice, may perform such duty or obligation, with the reasonable costs to be borne by the party failing to perform its obligations under the Lease and due and payable upon receipt of an invoice therefor. In the event of a Default, the non-defaulting party may, with or without further notice or demand, and without limiting the exercise of any right or remedy the party may have by reason of such Default, may:

- (a) Terminate this Lease. In the event of Lessor's termination of this Lease, Lessor shall be entitled to recover from Lessee as damages: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary

course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including reasonable and necessary renovation and alteration of the Premises (provided Lessor reimburses Lessee for its prorated costs of Lessee's Initial Improvements, based upon a useful life of 20 years from the Commencement Date, for unexpired balance of the Lease and any extension thereof), reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. If termination of this Lease is obtained through the provisional remedy of unlawful detainer or summary proceedings, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit.

In the event of Lessee's termination of the Lease, Lessee shall be entitled to recover from the Lessor as damages: (i) the value of the Lessee's improvements, based upon a useful life of 20 years from the Commencement Date, prorated for the unexpired balance of the Lease and any extension thereto; (ii) any prepaid rent, common area expenses, utilities, or other expenses associated with Lessee's use of the Premises; (iii) any other amount necessary to compensate the Lessee for all the detriment proximately caused by the Lessor's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of finding alternative premises suitable for its operations, expenses of relocating, including necessary renovation or alteration of the premises, damages incurred by interruption of services, and reasonable attorney's fees. Lessee may reserve the right to recover all or any part thereof in a separate suit.

- (b) Pursue the remedy of specific performance and/or injunctive relief.
- (c) Pursue any other remedy now or hereafter available in equity or under the laws or judicial decisions of the state wherein the Premises are located.
- (d) The expiration or termination of this Lease shall not relieve either Party from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof and arising under the Lease, nor limit a defaulting party's obligation to pay damages as provided herein.
- (e) **Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due as to scheduled payments (such as Base Rent) or within thirty (30) days following the date on which it was due, shall bear interest from the date when due, as to scheduled payments, or the thirty-first (31st) day after it was due as to non-scheduled payments. The interest ("**Interest**") charged shall be equal to the statutory maximum as to municipalities.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. Lessor shall immediately notify Lessee of condemnation proceedings or intent to condemn. If more than twenty percent (20%) of the Premises is taken by Condemnation, or if Condemnation of less than twenty percent (20%) of the Premises impairs or will impair the ability of Lessee to perform its operations and services, Lessee may, at Lessee's option, to be exercised in writing within ten (10) days after Lessor shall have given Lessee written notice of such taking or intended taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If this Lease is terminated under this provision, any rental paid in advance and at the time unearned shall be refunded to Lessee, and in the event that an award made on account of the Condemnation shall include the remaining value of the improvements described in Paragraph 1.3 and the Work Letter which was paid for by Lessee, then in such event Lessee may claim the amount of such award that specifically included the remaining value of the improvements described in Paragraph 1.3 and the Work Letter but in no event more than the remaining value of the improvements to the

Premises described at Section 1.3 which was paid for by Lessee. For purposes of this calculation, the value of the improvements will be calculated using the amount paid by Lessee for the Lessor's Work and a useful life of 20 years starting from the Commencement Date. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in area of the Premises caused by such Condemnation.

15. Intentionally Omitted.

16. Estoppel Certificates.

16.1 Execution; Statement; Reliance. Within (15) days after receipt of written notice from Lessor, Lessee shall execute, acknowledge and deliver to Lessor a statement in writing in form required by Lessor certifying:

- (a) the Commencement Date of this Lease;
- (b) that this Lease is unmodified and in full force and effect (or, if modified, that this Lease is in full force and effect as modified, and stating the date and nature of such modifications);
- (c) the date to which the rent and other sums payable under this Lease have been paid;
- (d) that there are not, to the best of Lessee's knowledge, any defaults under this Lease by either Lessor or Lessee, except as specified in such certificate; and
- (e) such other matters as are reasonably requested by Lessor or Lessor's Lender or a prospective purchaser (the "Estoppel Certificate").

Any such Estoppel Certificate delivered pursuant to this Paragraph may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of any portion of the Project, as well as their assignees.

17. Definition of Lessor. The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, and in the event of a transfer of Lessor's title or interest in the Premises or the Building, this Lease shall survive the transfer and continue and the transferor will provide Lessee with evidence in form satisfactory to the Lessee of transferee's assumption of Lessor's obligations and/or covenants under the Lease.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of the parties under this Lease shall not constitute personal obligations of the individual partners, members, employees or shareholders, directors, officers or managers of such parties.

21. Time of Essence; Force Majeure. Time is of the essence with respect to the performance of all obligations to be performed or observed by the parties under this Lease. Neither party shall be liable for failure or delay in performance of its obligations under this Lease to the extent such failure or delay is caused by an act of God, act of a public enemy, rebellion, insurrection, riot, epidemic, quarantine restriction, earthquake, or other terrorism, elevated risk of terrorism, or other catastrophe whether similar or dissimilar to those listed above ("Force Majeure"). If a party's performance under this Lease is affected by a Force Majeure event, such party shall give prompt written notice of such event to the other party and shall at all times use its reasonable commercial efforts to mitigate the impact of the Force Majeure event on its performance under this Lease

22. No Prior or Other Agreements. This Lease, its Exhibits and Addenda constitute the entire agreement between Lessor and Lessee with respect to the lease of the Premises and supersedes any and all other prior written or oral agreements or understandings with respect to this transaction. Except as expressly set forth

in this Lease, no representations, inducements, understanding or anything of any nature whatsoever, made, stated or represented by Lessor or anyone acting on Lessor's behalf, either orally or in writing have induced Lessee to enter into this Lease, and Lessee acknowledges that Lessee has entered into this Lease under and by virtue of Lessee's own independent investigation.

23. Notices.

23.1 Notice Requirements. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by other nationally recognized overnight courier, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given forty-eight (48) hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Postal Service Express Mail or overnight courier that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. Waivers.

24.1 No waiver by Lessor of a Default or breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

24.2 No waiver by Lessee of any breach of any term, covenant or condition hereof by Lessor, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent breach by Lessor of the same or of any other term, covenant or condition hereof. Lessee's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessee's consent to, or approval of, any subsequent or similar act by Lessor, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

25. Recording. Either party may cause this lease, or a memorandum hereof, to be recorded.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then such holdover shall be deemed a Tenancy at Sufferance (with Lessee waiving, to the fullest extent permitted by applicable law, any required statutory notices to vacate the Premises and Tenant shall be responsible to continue to pay the Rent and additional rent applicable immediately preceding the expiration or termination and such Tenancy at Sufferance shall be on the terms and conditions set forth in this Lease.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by the Parties are both covenants and conditions. In construing this Lease, all headings and

titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. Subordination; Attornment; Non-Disturbance.

30.1 Subordination. This Lease and any Option granted hereby is and shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, the Building or the Project to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof; provided the holders of such Security Devices agree, so long as no Default by Lessee has occurred and is continuing, (a) that no default under Security Device and no proceeding to foreclose the same, or the granting of a deed in lieu of foreclosure, or the exercise or attempted exercise of any right or remedy under the Security Device will disturb Lessee's possession or other rights under the Lease (including any right of Lessee to renew or extend the Term thereof) and the Lease will not be affected or cut off thereby, (b) to recognize the Lease and Lessee as tenant under the Lease and the rights of Lessee thereunder (including any right of Lessee to renew or extend the Term thereof), and (c) not to disturb Lessee's possession or other Lessee's rights under the Lease or affect, terminate or cut off this Lease or the Lessee's estate and rights hereunder. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 Attornment. Lessee agrees to attorn to a Lender or any other party who acquires ownership of the Premises by reason of a foreclosure of a Security Device, and that in the event of such foreclosure, such new owner shall not: (i) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (ii) be subject to any offsets or defenses which Lessee might have against any prior lessor, or (iii) be bound by prepayment of more than one (1) month's rent.

30.3 Self-Executing. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee shall execute such further writings as may be reasonably required to separately document any subordination or attornment agreement provided for herein.

30.4 SNDA. Lessee shall within fifteen (15) days of receipt of such request, execute and deliver to Lessor a Subordination, Nondisturbance and Attornment Agreement ("SNDA") in form substantially similar to the form of **Exhibit G** attached hereto or as required by Lessor's Lender.

31. Intentionally Omitted.

32. Lessor's Access; Showing Premises; Repairs; Locks. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times not interfering with Lessee's operations and upon reasonable prior notice for the purpose of: (i) showing the same to prospective purchasers, lenders, or, within the last year of the Term, lessees; (ii) making necessary alterations, repairs, improvements or additions to the Premises; or, (iii) any other reasonable reason as Lessor shall deem necessary. All such activities shall be without abatement of rent or liability to Lessee. Lessor may at any time place on the Premises any reasonable and ordinary "For Sale" signs and Lessor may during the last nine (9) months of the term hereof place on the Premises any reasonable and ordinary "For Lease" signs. Lessor understands and agrees that Lessee may install its own locks in the Premises, consistent with its obligations, on the understanding that Lessee will provide Lessor with copies of all applicable keys. Lessee shall bear the cost of any lock changes or repairs required by Lessee and shall immediately provide Lessor with two (2) keys for each lock which is re-keyed or installed. Lessee, upon termination or expiration

of this Lease, shall deliver to Lessor all keys to doors or other locked fixtures in the Premises. In the event of the loss of any keys furnished by Lessor to Lessee, Lessee shall pay Lessor the cost of changing or re-keying the locks. In the event of the loss of any keys furnished by the Lessee to the Lessor, Lessor shall pay Lessee the cost of changing or re-keying the locks. Additionally, upon termination, if required by Lessor, Lessee shall replace any locks with locks and keys comparable to those existing at the time of Lease as approved by Lessor at Lessee's sole cost. Lessor shall use its best efforts not to disrupt the business and operations of Lessee during times of reentry.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessee shall not place any sign upon the Project without Lessor's prior written consent. Lessor shall have the right of approval over color schemes, illumination rights, lettering, size, quality parameters, and other details over any signage that Lessee may wish to use at or on the exterior of the Premises or on the Project. All signs must comply with all Applicable Requirements, Lessor's sign program for the Project, if any, and any Rules and Regulations established by Lessor as in effect from time to time. Notwithstanding the foregoing, Lessee shall have the right to place company signage on the Premises, subject to Lessor's prior written consent and in compliance with Lessor's sign program for the Project. Lessor shall provide signage on the appropriate Project directories and shall maintain such signage at its own expense.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Default by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies.

36. Consents. Except as otherwise provided herein, wherever in this Lease the consent of Lessor is required to an act by Lessee, such consent shall not be unreasonably withheld. Subject to advance notice and agreement of the parties, Lessor's actual reasonable costs and expenses incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default, except as may be otherwise specifically stated in writing by Lessor at the time of such consent.

37. Guarantor. Not Applicable.

38. Quiet Possession. Lessor covenants that it will put Lessee into complete and exclusive possession of the Leased Premises, free from all orders, restrictions and notices of any public or quasi-public authority and that if Lessee shall perform its obligations under the provisions of this Lease, Lessee shall during the term and any renewal periods, freely, peaceably and quietly occupy and enjoy the full possession of the Leased Premises and access to the Common Areas, and the rights and privileges granted without hindrance.

39. Options. If Lessee is granted an option, as defined below, then the following provisions shall apply.

39.1 Definition. "Option" shall mean: (a) the right to extend the term of or renew this Lease, the right to lease additional space in the Project or to extend or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to terminate this Lease (other than as a result of casualty).

39.2 Options Personal To Original Lessee. Any Option granted to Lessee in this Lease is personal to the original Lessee and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting this Lease.

39.3 Multiple Options. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 Effect of Default on Options.

- (a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Default of this Lease, or (iv) in the event that Lessee has been given three (3) or more notices of separate Default, whether or not the Defaults are cured, during the Term.
- (b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).
- (c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term, (i) Lessee fails to pay Rent for a period of thirty (30) days after notice of default, (ii) Lessor gives to Lessee three (3) or more notices of separate Default during the Term, whether or not the Defaults are cured, or (iii) if Lessee commits a Default of this Lease.

40. Multiple Buildings. If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will observe all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading of vehicles, and that Lessee will pay its fair share of common expenses incurred in connection therewith as set forth in paragraph 1.8 and section 4.

41. Intentionally Omitted.

42. Intentionally Omitted.

43. Security Measures. Lessee hereby acknowledges that the Base Rent payable to Lessor hereunder does not include the cost of guard service or other security measures. If Lessor provides guard service or other security measures to the Project, the same will be subject to reimbursement pursuant to Paragraph 4.2 as a Common Area Operating Expense, however, Lessee expressly acknowledges that Lessor shall have no obligation whatsoever to provide guard service or other security measures to Lessee and Lessor assumes no responsibility to do so.

44. Reservations. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. Lessor further reserves the right to change the name by which the Building or the Project is called.

45. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay.

46. Authority. If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each party shall, within thirty (30) days after request, deliver to the other party satisfactory evidence of such authority.

47. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

48. Intentionally Omitted.

49. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification.

50. Multiple Parties. If more than one person or entity is named herein as either Lessor or Lessee, such multiple Parties shall have joint and several responsibility to comply with the terms of this Lease.

51. Intentionally Omitted..

52. Intentionally Omitted

53. Intentionally Omitted.

54. Intentionally Omitted.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures, and in signing warrant that they have full authority to sign on behalf of the parties they represent.

Dated: August 30, 2022

Lessee:

Monroe 2-Orleans BOCES
By: Jo Anne Antonacci
Jo Anne Antonacci, District Superintendent
3599 Big Ridge Road, Spencerport, New York 14559
Contact for Notice: Steve Roland
Asst. Superintendent for Building and Finance
585-352-2413 or 585-305-8856
sroland@monroe2boces.org

Dated: August 30, 2022

Lessor:

Tech Park Owner, LLC
By: Leslie Westreich
Name: Leslie Westreich, Member
c/o Hazelton Capital, Suite 1010, New York, New York 10036
Contact for Notice: Peter Chapman, 585-370-1941
pchapman@rochestertechpark.com, 789 Elmgrove Road, Building 1,
Rochester, New York 14624, with copy to Leslie Westreich, address
above, email: LW@hazeltoncap.com

ADDENDUM

This Addendum to Lease ("Addendum") is entered into by and between TECH PARK OWNER LLC, a Delaware limited liability company, as Lessor, and MONROE 2-ORLEANS BOCES, a New York board of cooperative educational services formed and presently existing under the laws of the State of New York, as Lessee, and amends and supersedes the terms of that certain Lease dated August 30, 2022 (the "**Lease**") for rental of Premises located on the First Floor of Building 2 of the Rochester Tech Park, with street address of 771 Elmgrove Road, Rochester, New York. Where the terms of the Lease and the terms of this Addendum conflict, the terms of this Addendum shall in all instances prevail and control.

1. Early Termination: In accordance with New York State Education Law Section 1950(4) (p)(a), Lessee (BOCES) shall have the right to cancel this lease and surrender the premises to Lessor in the event that (a) enrollment in the school conducted by Lessee (BOCES) on the Premises substantially increases or decreases; or (b) Lessee (BOCES) experiences a substantial change in its needs and requirements with respect to the Premises; or (c) Lessee (BOCES) or the community which it serves experience any changes that substantially affect their needs or requirements.

(a) In order to effectuate termination of the Lease under this Article, Lessee must deliver written notice of termination to Lessor at least 60 days prior to the proposed termination date. Voluntary termination under this Article shall relieve Lessee from all obligations to the Lessor under this Lease as of the termination date, except Lessee's responsibilities for Rent and Lessee's Share of Common Area Operation Expenses owing through the termination date.

(b) This Lease may be terminated at any time during the term of the Lease or any renewal thereto upon the mutual written agreement of the parties.

2. **Lessee's Right of First Offer.**

(a) Lessee shall, during the Original Term, have a right of first offer ("**Lessee's ROFO Right**") on the ROFO Space, as hereinafter defined, upon the following terms and conditions and as hereinafter provided.

(b) Subject to the terms of this Paragraph 2, Lessor shall not lease any of the ROFO Space to another tenant unless and until Lessor has first offered the ROFO Space to Lessee (each, a "**First Offer Notice**") and Lessee either rejects such offer or a period of ten (10) days has elapsed from the date that Lessee has received the First Offer Notice without Lessee having notified Lessor in writing of its acceptance of such First Offer Notice time being of the essence (each, an "**Acceptance Notice**"). If Lessee shall not timely deliver an Acceptance Notice in response to any First Offer Notice, then Lessee shall be deemed to have irrevocably waived its right to lease the ROFO Space. The First Offer Notice shall contain the following information:

- i) A description of the ROFO Space, including the number of square feet (the "**ROFO Space Square Footage**"), which number shall be deemed conclusive for the purposes of this Paragraph 2 and the Lease;
- ii) The number of years that will constitute the "lease term" of the ROFO Space (the "**ROFO Space Lease Term**")
- iii) The date upon which Lessor expects the ROFO Space to become available, provided, however, that Lessor shall have no obligation to deliver the ROFO Space to Lessee on such date.

(c) If Lessee timely delivers an Acceptance Notice to Lessor in accordance with this Paragraph 2, then the ROFO Space shall be deemed added to the Premises upon all of the terms and conditions of the Lease, except that from and after the ROFO Space Commencement Date (as hereinafter defined):

- i) Base Rent for the ROFO Space shall be calculated in the same manner and at the same price per square foot as set forth in paragraph 1.7 of the Lease.; and

- ii) Lessee's Share shall be recalculated by adding the ROFO Space Square Footage to the Premises square footage in Paragraph 1.2(c); and
- iii) The Term of the Lease with respect to the ROFO Space shall be the balance of Initial Term of the Lease or any extension thereto.; and
- iv) Upon the delivery of the ROFO Space to Lessee by Lessor, the parties shall execute an amendment to the Lease confirming, among other things:
 - (1) The ROFO Space Commencement Date;
 - (2) The location and square footage of the ROFO Space;
 - (3) The increased amount of Base Rent, based on additional square footage, to be paid to Lessee;
 - (4) The final expiration date of the Term of the Lease for both the initial Premises and the ROFO Space;
 - (5) Lessee's revised Building Share and Lessee's revised Project Share; and
 - (6) The Monthly Base Rent and Annual Base Rent payable with respect to the initial Premises and the ROFO Space during balance of the initial Term or Extended Pre-Option Term, as the case may be.

(d)Intentionally Omitted.

(e)As used herein the term:

- i) "**ROFO Space Commencement Date**", for any ROFO Space, shall be the date that Lessor actually delivers such ROFO Space to Lessee. Lessor shall deliver, and Lessee shall accept, any ROFO Space in its then "as is" condition unless otherwise agreed to by the parties;
- ii) "**ROFO Space**" shall mean the square feet of rentable space on the First Floor of Building 2 of the Rochester Tech Park, which is contiguous to or across the hall from the Premises described in the Lease, as depicted on "**Exhibit A-5**" annexed hereto ("**ROFO Space**") (it being understood that, for purposes hereof, space shall only be considered "contiguous" to the Premises if such space and the Premises share a demising wall) and shall be deemed to "become available" to lease when the lease for any current tenant of all or a portion of such space expires or is otherwise terminated and is not re-let by the current tenant of the space by renewal, extension or renegotiation and is not otherwise subject to a "Superior Transaction";
- iii) "**Superior Transaction**" shall mean (1) any renewal or extension of any lease demising any **ROFO** Space, whether such renewal or extension is effected pursuant to a specific right or option included in the lease or otherwise, (2) any lease demising any ROFO Space pursuant to a specific right or option contained in a lease existing as of the date hereof (so long as such leasing is effected in substantial compliance with the terms of such right or option), (3) any lease demising any ROFO Space which is entered into in the last twelve (12) months of the Term, (4) any lease demising any ROFO Space which is vacant on the date that Lessee exercises the Expansion Option (except that if any such currently vacant space is hereafter demised by Lessor to a third party pursuant to a lease entered into after the date hereof, then this clause (4) shall not apply to such space when, and to the extent, the same again becomes available for lease upon the expiration or earlier termination of such lease), or (5) any lease demising any **ROFO** Space which was previously included within any First Offer Notice.

3. Option to Extend.

(a)Subject to the terms of Paragraph 39 of the Lease, Lessor hereby grants to Lessee one (1) option (an "**Extension Option**") to extend the Original Term of the Lease for all, but not less than all, of the Premises (which shall include for purposes of the Extension Option the ROFO Space, if Lessee shall have exercised the Lessee's ROFO Right pursuant to Paragraph 2 of this Addendum), for an additional period of ten (10) years (the "**Option Term**").

(b)The Option Term shall be governed by and subject to the same terms, covenants and conditions as provided for in the Lease during the Term, and the rent calculated in the progression as set forth in in Section 1.7 of the Lease and set forth in (d) below.

(c)The Extension Option must be exercised, if at all, by written notice delivered by Lessee to Lessor no later than the date which is ninety (90) days prior to the expiration of the Term (as same may have been extended pursuant to this Paragraph), time being of the essence. If an Extension Option is not timely exercised by Lessee, time being of the essence, then Lessee shall forfeit the right to such Extension Option and the same shall be null and void. The Extension Option must include all (and not less than all) of the Premises and the ROFO Space (if Lessee shall have exercised Lessee's ROFO Right pursuant to Paragraph 2 of this Addendum).

(d)The Base Rent for the Option Term shall be as follows (assuming Lessee shall not have exercised the Lessee's ROFO Right pursuant to Paragraph 2 of this Addendum):

Monthly Base Rent for the Premises (Offices and Manufacturing Space):

Year	Annual Base Rent PSF	Monthly Base Rent	Annual Base Rent
January 1, 2033-December 31, 2033	\$6.63	\$33,701.11	\$404,413.37
January 1, 2034-December 31, 2034	\$6.69	\$34,038.13	\$408,457.51
January 1, 2035-December 31, 2035	\$6.76	\$34,378.51	\$412,542.08
January 1, 2036-December 31, 2036	\$6.83	\$34,722.29	\$416,667.50
January 1, 2037-December 31, 2037	\$6.89	\$35,069.51	\$420,834.18
January 1, 2038-December 31, 2038	\$6.96	\$35,420.21	\$425,042.52
January 1, 2039-December 31, 2039	\$7.03	\$35,774.41	\$429,292.94
January 1, 2040-December 31, 2040	\$7.10	\$36,132.16	\$433,585.87
January 1, 2041-December 31, 2041	\$7.17	\$36,493.48	\$437,921.73
January 1, 2042-December 31, 2042	\$7.25	\$36,858.41	\$442,300.95

Monthly Base Rent for the Additional Premises (Warehouse/Storage/Loading):

Year	Annual Base Rent PSF	Monthly Base Rent	Annual Base Rent
January 1, 2033-December 31, 2033	\$3.31	\$831.51	\$9,978.15
January 1, 2034-December 31, 2034	\$3.35	\$839.83	\$10,077.94
January 1, 2035-December 31, 2035	\$3.38	\$848.23	\$10,178.71
January 1, 2036-December 31, 2036	\$3.41	\$856.71	\$10,280.50
January 1, 2037-December 31, 2037	\$3.45	\$865.28	\$10,383.31
January 1, 2038-December 31, 2038	\$3.48	\$873.93	\$10,487.14
January 1, 2039-December 31, 2039	\$3.52	\$882.67	\$10,592.01
January 1, 2040-December 31, 2040	\$3.55	\$891.49	\$10,697.93
January 1, 2041-December 31, 2041	\$3.59	\$900.41	\$10,804.91
January 1, 2042-December 31, 2042	\$3.62	\$909.41	\$10,912.96

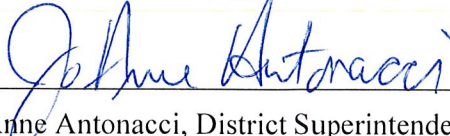
In the event that Lessee shall have exercised Lessee's ROFO Right pursuant to Paragraph 2 of this Addendum, the Base Rent for The Option Term shall be adjusted based upon the actual rentable square footage occupied by Lessee in the Building, except that the Base Rent for the Available ROFR Space, as hereinafter defined, shall be consistent with Rent as provided for in Paragraph 2 (b) above and Section 1.7 of the Lease.

The parties hereto have executed this Addendum to Lease at the place and on the dates specified above their respective signatures, and in signing warrant that they have full authority to sign on behalf of the parties they represent.

Dated: August 30, 2022

Lessee:

Monroe 2-Orleans BOCES

By: 
Jo Anne Antonacci, District Superintendent

Dated: August 30, 2022

Lessor:

Tech Park Owner, LLC

By: 
Name: Leslie Westreich, Manager

Exhibit A-1
LEGAL DESCRIPTION OF LAND

ALL THAT CERTAIN PROPERTY IN THE COUNTY OF MONROE, STATE OF NEW YORK, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THOSE TRACTS OR PARCELS OF LAND, situate in the Town of Gates, County of Monroe and State of New York, being known as Lots A, B, C, F, G, H, I, J, K, L, M, N, O, P and Q of the Rochester Tech Park as shown on a map filed in the Monroe County Clerk's Office in Liber 309 of Maps at page 100.

Lots R-D1 and R-D2 of the Rochester Tech Park as shown on a map filed in the Monroe County Clerk's Office in Liber 311 of Maps at page 10.

Lot R-E1 of the Rochester Tech Park as shown on a map filed in the Monroe County Clerk's Office in Liber 316 of Maps at page 73.

Lot R-R1 of the Rochester Tech Park as shown on a map prepared by Bergman Associates dated January 29, 2005 being Project Number 5544.51, said lot being more particularly bounded and described as follows:

Commencing at a point in the southerly line of Initiative Drive which point is also the northwest corner of Lot R of Rochester Tech Park as shown on a map filed in the Monroe County Clerk's Office in Liber 309 of Maps at page 100; thence

1. N 89° 00' 24" E a distance of 780.99 feet to a point; thence
2. Continuing along the southerly line of Initiative Drive along a curve to the right which curve has a radius of 452.00 feet a distance of 247.41 feet to a point; thence
3. Continuing along said southerly line of Initiative Drive along a curve to the left which curve has a radius of 578.00 feet a distance of 321.86 feet to a point; thence
4. N 88° 27' 49" E a distance of 93.66 feet to a point; thence
5. Along a curve to the right which curve has a radius of 280.00 feet a distance of 411.69 feet to a point; thence
6. S 87° 29' 12" W a distance of S 10.00 feet to a point; thence
7. S 80° 13' 17" W a distance of 135.00 feet to a point; thence
8. N 88° 47' 07" W a distance of 201.18 feet to a point; thence
9. N 23° 40' 35" W a distance of 53.47 feet to a point; thence
10. S 78° 36' 15" W a distance of 371.14 feet to a point in the easterly line of Innovation Drive; thence
11. N 01° 11' 19" W along said easterly line of Innovation Drive a distance of 436.67 feet to a point; thence
12. Along a curve to the right which curve has a radius of 50.00 feet a distance of 78.71 feet to the point and place of beginning.

Lot AR-SI of the Rochester Tech Park as shown on a map prepared by Bergman Associates dated January 29, 2005 being Project Number 5544.51, said lot being more particularly bounded and described as follows:

Commencing at a point in the northerly line of Buffalo Road which point is also the southeast corner of Lots of Rochester Tech Park as shown on a map filed in the Monroe County Clerk's Office in Liber 309 of Maps at page 100; thence

1. S 74° 28' 04" W along said northerly line of Buffalo Road a distance of 694.84 feet to a point; thence

2. N 78° 58' 03" a distance of 93.92 feet to a point; thence
3. S 74° 28' 04" W a distance of 14.74 feet to a point in the easterly line of Innovation Way; thence
4. N 16° 50' 19" W a distance of 95.55 feet to a point; thence
5. Along a curve to the left which curve has a radius of 150.00 feet a distance of 235.13 feet to a point; thence
6. S 73° 20' 48" W a distance of 214.93 feet to a point; thence
7. Along a curve to the right which curve has a radius of 252.00 feet a distance of 222.03 feet to a point; thence
8. N 56° 10' 16" W a distance of 573.20 feet to a point; thence
9. Along a curve to the right which curve has a radius of 214.00 feet a distance of 205.36 feet to a point; thence
10. N 01° 11' 19" W a distance of 136.68 feet to a point; thence
11. S 90° 00' 00" E a distance of 1549.13 feet to a point; thence
12. S 01° 03' 31" E a distance of 275.26 feet to a point; thence
13. N 88° 29' 28" E a distance of 399.96 feet to a point; thence
14. S 00° 45' 16" E a distance of 182.01 feet to a point; thence
15. N 87° 42' 42" E a distance of 64.99 feet to a point; thence
16. S 36° 51' 24" W a distance of 71.30 feet to a point; thence
17. S 00° 45' 16" E a distance of 118.19 feet to the point and place of beginning.

Exhibit A-2

PROJECT SITE PLAN

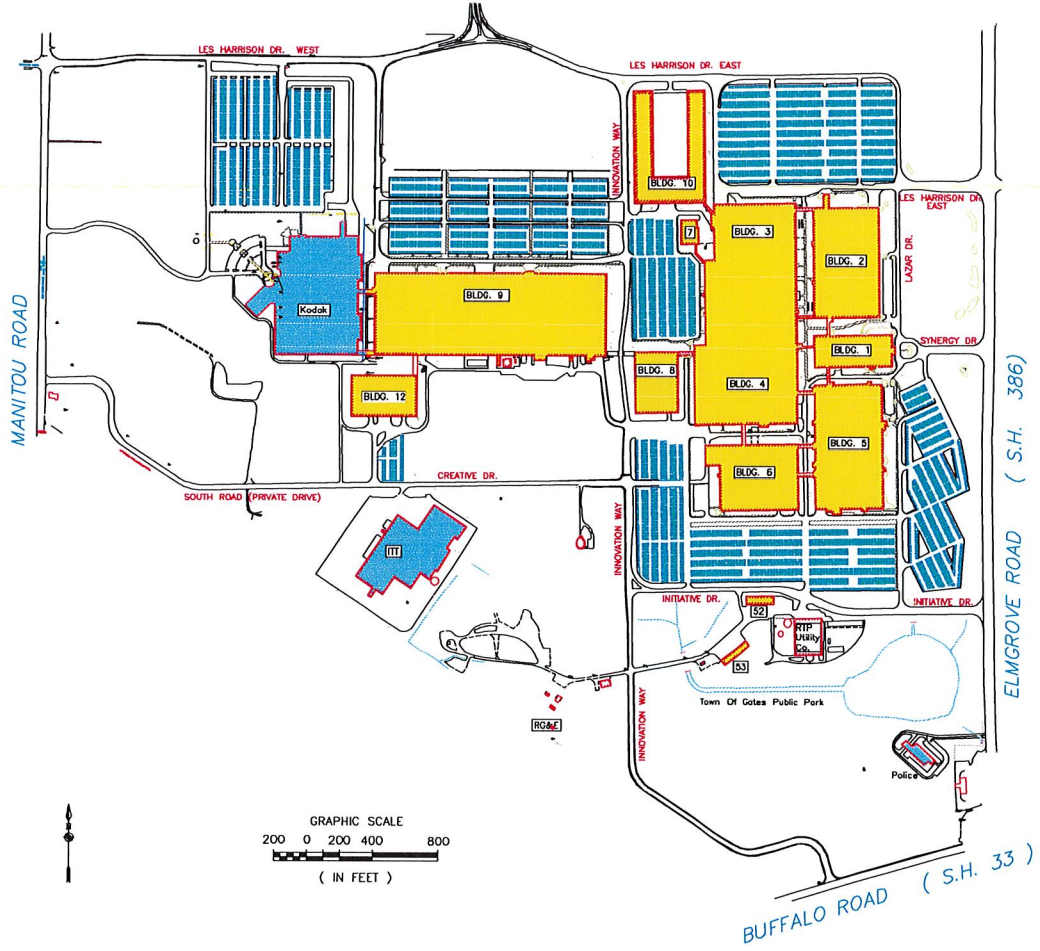
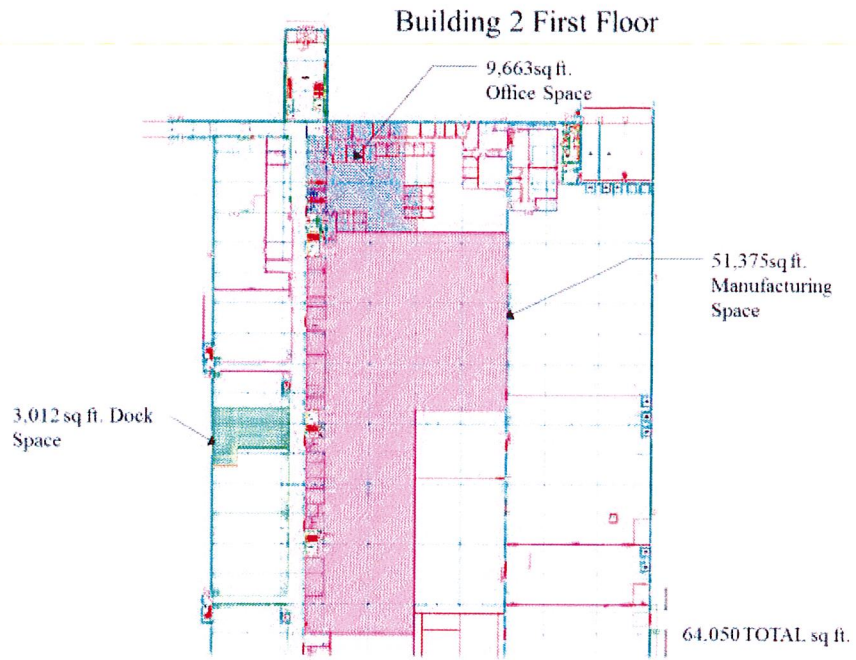


Exhibit A-3

**OUTLINE OF PREMISES
771 ELMGROVE ROAD – FIRST FLOOR**



Building 2 First Floor

Exhibit A-5

26,430 sq ft. Total
ROFO Space

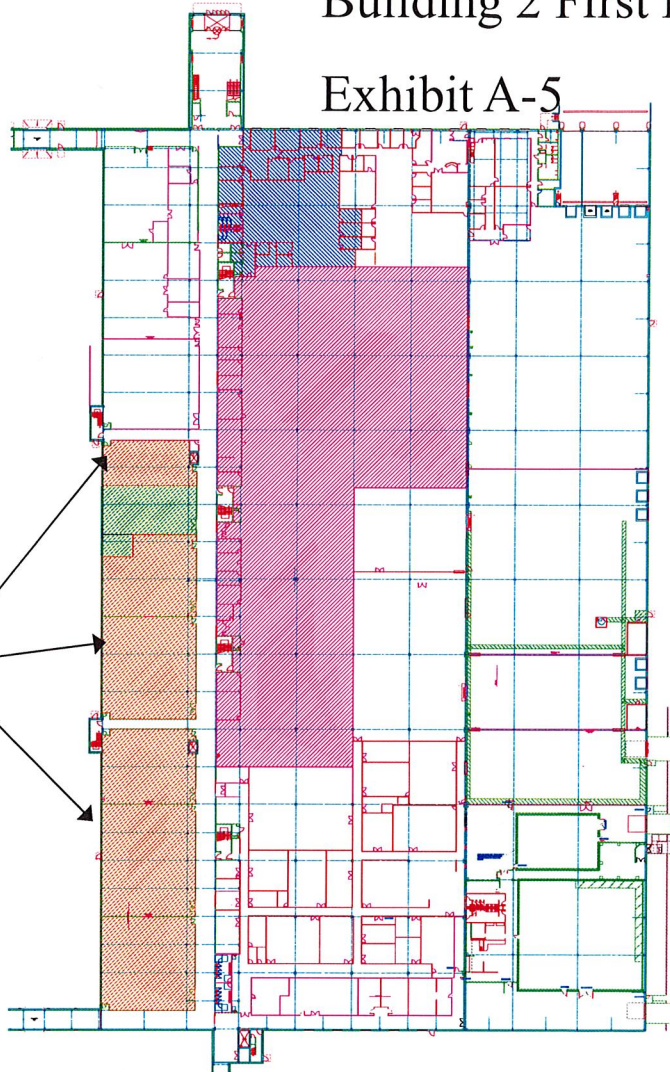


Exhibit B

WORK LETTER

This Work Letter shall set forth the terms and conditions relating to the installation and the performance of all work within the Premises required for the occupancy of the Premises by Lessee and Lessee's opening for business in the Premises and Additional Premises (herein and in the Lease referred to as the "**Lessee's Initial Improvements**".) Lessee hereby acknowledges that Lessor shall not be obligated to provide or pay for any improvement work or services related to the Lessee's Initial Improvements except as set forth in this Work Letter and in Sections 1.3 and 7.3 of the Lease.

This Work Letter is essentially organized chronologically and addresses the issues related to the construction of Lessee's Initial Improvements, in sequence, as such issues will arise.

1. **Lessee's Initial Improvements.** Lessee's Initial Improvements are described more particularly in the plans and specifications of Labella Associates (hereinafter "**Architect**"), dated August 12, 2022, a copy of which are or will be annexed hereto and made a part of the Lease as **Exhibit C** (hereinafter, the "**LaBella Plans and Specs**"), which includes the necessary Architectural plans for Lessee's Initial Improvements. A CAD file of the LaBella Plans and Specs, one (1) original stamped, signed and sealed set and two (2) copies has been or will be timely forwarded to Lessee's representative. Furthermore, Lessee has or will review approve and initial a complete set of the LaBella Plans and Specs. The installation and performance all of Lessee's Initial Improvements in accordance with the LaBella Plans and Specs shall be performed by Lessor, its contractors, subcontractors, agents or assigns under the supervision of Lessor, but at the sole cost and expense of Lessee, except for the cost of installing category 6 fiber and the cabling system and wiring from the Premises IT closet throughout the entire Premises to meet the communications and technology services needs of Lessee as outlined in La Bella Plans and Specs, which shall be paid by Lessor). Unless specifically noted to the contrary on the Plans and Specifications, Lessee's Initial Improvements shall be constructed using Project-standard quantities, specifications and materials as determined by Lessor and subject to the approval of the Lessee and the Architect.

2. **Price.** Lessor hereby agrees to renovate the Premises and to make the Premises suitable for the Lessee's use in accordance with the LaBella Plans and Specs and to perform and install Lessee's Initial Improvements, as required by the Lease and as provided for by, and subject to, the terms and conditions of this Work Letter, and Lessor hereby guarantees completion of the Lessee's Initial Improvements in accordance with the LaBella Plans and Specs for a price to be known as the Total Project Costs, which costs (other than the cost of installing category 6 fiber and the cabling system and wiring from the Premises IT closet throughout the entire Premises to meet the communications and technology services needs of Lessee as outlined in La Bella Plans and Specs, which shall be paid by Lessor) shall be reimbursed to the Lessor from the Lessee. Total Project Costs are estimated as approximately \$741,675, based upon the LaBella Plans and Specs. The Total Project Costs, instead of being passed along to the Lessee as additional rent, will be paid by Lessee as set forth in paragraph 6 herein.

3. **Lessee Change Orders.** Lessee shall make no changes or modifications to the LaBella Plans and Specifications set forth as Exhibit C, or any other working drawings or construction documents related thereto (hereinafter individually a "**Lessee Change Order**" and collectively, the "**Lessee Change Orders**") without the prior written consent of Lessor, which consent shall not be unreasonably withheld, delayed or conditioned, subject to the agreement by Lessee to pay for any Additional Amounts resulting from Lessee's Change Orders. Upon request for change by Lessee, Lessor will issue a Change Order Notice ("**Change Order Notice**") stipulating the cost for the change and the time delays that will result from the requested Lessee Change Order within three (3) days after Lessor's receipt of confirmation of the amount of such costs and the delay. Lessee will have five (5) days to approve the Change Order Notice, provided however, that Lessee's failure to approve within such five (5) day period shall constitute Lessee's deemed disapproval. Change order costs should be treated as separate costs from the estimated price. Notwithstanding the foregoing, a Lessee Change Order shall include any and all changes to the LaBella Plans and Specs that are initiated by Lessee but shall not be deemed to include any changes mandated or necessitated because of physical conditions located within the area comprising the Premises which are inconsistent or make it impossible to construct the Lessee Initial Improvements in accordance with the design of Lessee's Initial Improvements pursuant to the La Bella Plans and Specs, which remain the responsibility of the Lessor.

4. **Completion Guaranty.** Lessor hereby guarantees Substantial Completion of Lessee's Initial Improvements, as such term is hereinafter defined, by the Completion Date, as such term is hereinafter defined. Subject to the provisions of Paragraphs 8 and 9 below, in the event that Substantial Completion of Lessee's Initial Improvements shall not have occurred by the Completion Date, then, in such event, unless such delay was necessitated by matters described in Paragraphs 8 and 9 below.

Completion Date. As used herein, the term "Completion Date" shall mean December 31, 2022.

5. Payments:

a) **Progress Payments.** Requests for progress payments will be submitted by Lessor and the Architect to Lessee (hereinafter each a "Draw Request" and collectively, the "Draw Requests"). Each Draw Request made by Lessor shall be on AIA Form G702 and G703 Application and Certificate for Payment, shall be executed and subject to approval by the Architect and shall be for a progress payment to be made by the Lessee to Lessor of a Portion of the Total Project Costs (hereinafter individually a "Progress Payment" and collectively the "Progress Payments"). Any disputes concerning progress payments shall be resolved by the Lessee's Architect. Each Draw Request shall be for a Progress Payment that is based upon the percentage of Lessee's Initial Improvements completed through the date of the Draw Request less all amounts received by Lessor from Lessee on account of any Previous Draw Requests. Lessee shall have 30 days from the date that a Draw Request is made to pay in full the amount of the Progress Payment indicated on the Draw Request.

b) **Final Payment.** At such time as Substantial Completion of Lessee's Initial Improvements shall have occurred, the Architect shall prepare the Punch List Items, as provided for in Paragraph 7 below, and the last Progress Payment shall be for the balance of the Guaranteed Fixed Price (plus approved Lessee Change Orders), less 110% of the cost of completing the Punch List Items as such amount is determined by the Architect. Final Payment shall be made when a Draw Request is made wherein the Architect confirms that all Punch List Items have been reasonably satisfactorily performed.

6. Substantial Completion of Lessee's Initial Improvements shall be conclusively determined by the Architect as evidenced by issuance of a Letter from the Architect stating that Substantial Completion of Lessee's Initial Improvements pursuant to the LaBella Plans and Specs and in accordance with all Applicable Requirements has occurred, with the exception of (i) Lessee Change Orders, and (ii) any "Punch List Items" that do not materially adversely affect Lessee's ability to operate its business in the Premises. Punch List Items shall be completed within thirty (30) days after Substantial Completion and Lessor shall be granted reasonable rights of access to the Premises after Substantial Completion of Lessee's Initial Improvements for the purposes of completing such Punch List Items provided that Lessor shall use Lessor's reasonable efforts to cause as little interference with Lessee's use and occupancy of the Premises as reasonably possible.

7. **Delay of the Substantial Completion of the Premises.** If there shall be a delay or there are delays in the Substantial Completion of Lessee's Initial Improvements as a result of the following (collectively, "**Lessee Delays**"):

- a) Lessee's failure to timely approve any matter requiring Lessee's approval;
- b) A breach by Lessee of the terms of this Work Letter or the Lease;
- c) Lessee Change Orders;
- d) Force Majeure;
- e) Lessee's occupation of the Premises during the construction of Improvements in a way which impairs Lessor's ability to timely complete Improvements (Lessor shall immediately notify Lessee of any such impairment); or
- f) Any other acts or omissions of Lessee, or its agents, or employees which impair Lessor's ability to timely complete Improvements;

then, notwithstanding anything to the contrary set forth in this Work Letter and regardless of the actual date of the Substantial Completion of the Lessee Initial Improvements, the date of Substantial Completion thereof shall be deemed to be the date that Substantial Completion would have occurred if no Lessee Delay or Delays had occurred.

8. **Force Majeure.** Except as to the payment of monies due under this Work Letter, neither party shall be responsible for delays or inability to perform its obligations hereunder for causes defined as "Force Majeure" which for purposes of this Work Letter only are defined as beyond the reasonable control of such party including acts of other lessees, governmental restriction, regulation or control, labor dispute, accident, mechanical breakdown, shortages or inability to obtain labor, fuel, steam, water, electricity or materials, acts of God, enemy action, civil commotion, or fire or other casualty; provided that in order to claim the benefit of this Paragraph 8, the party seeking to claim the benefit of this Paragraph 8 must give the other party written notice of the occurrence of the force majeure event within two (2) business days following the occurrence of such event.

9. **Representatives.**

a)**Lessee's Representative.** Lessee has designated Steve Roland (Phone: 585-352-2413 or 585-305-8856; e-mail: sroland@monroe2boces.org) as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Lessor, shall have full authority and responsibility to act on behalf of the Lessee as required in this Work Letter.

b)**Lessor's Representative.** Lessor has designated Peter Chapman (Phone: 585-370-1941; e-mail: pchapman@rochestertechpark.com) as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Lessee, shall have full authority and responsibility to act on behalf of the Lessor as required in this Work Letter.

10. **Close Out.** Lessor shall provide three (3) copies of the following documentation enclosed neatly in individual binders upon Substantial Completion as applicable to the scope of work completed:

- a)Certificate of Occupancy;
- b)Assignments of all warranties;
- c)Certified HVAC balancing report
- d)Signed off punch list

e)AutoCAD file detailing the final as-built condition and (2) hard copies of the Approved Construction Drawings incorporating any Lessee Change Orders or changes in the field upon Substantial Completion.

11. **Miscellaneous.**

a)**Lessee's Covenants.** Lessee shall cooperate with Lessor and with Lessor's general contractor, subcontractors, space planners and architects to cause any and all notices to be recorded in accordance with Applicable Requirements upon completion of construction of the Improvements.

b)**Cooperation.** Throughout the entire process of completing Lessee's Initial Improvements, each party shall cooperate with the other to provide promptly any additional information and details and to respond promptly to any requests reasonably requested by such party regarding Lessee's Initial Improvements and any other requests of such party. Each party shall consider reasonable alternatives and solutions to any disputed elements in Lessee's Initial Improvements and act in a timely manner with reasonable cooperation to provide maximum flexibility in completing Lessee's Initial Improvements. Lessor and Lessee agree that in the event of a dispute with is not resolvable they shall consult with Architect whose decision shall be binding on the parties. Lessor hereby acknowledges that Lessee and Lessee's agents shall have reasonable access to the Premises during construction of Lessee's Initial Improvements so Lessee can fit up the Premises and coordinate installation of the phone lines, cabling for the phone/computers and furniture installation; move in equipment and supplies and use the same, provided that Lessee, and Lessee's agents shall not unreasonably interfere with the completion of Lessee's Initial Improvements.

12. LESSOR'S ADDITIONAL WORK

In addition to performing the work necessary to complete the Lessee's Initial Improvements as set forth above, the Lessor shall perform the following at Lessor's Expense:

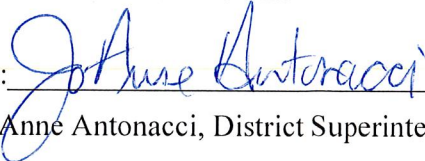
1. Lessor shall coordinate and perform all utility related shutdowns and startup on all building related systems. All shutdowns require 24 hour notice to Lessor/Landlord.
2. Lessor shall remove all hidden electrical and mechanical disconnects including, gas lines, steam lines, chilled water lines, fire water lines, sewer and water disconnects that are outside the scope of work for the contractor.
3. Lessor shall design and install all building related automation systems and interfaces with the Rosemount Automation System.
4. Lessor shall test and remove any asbestos containing material in the leased premises.
5. Lessor shall install temporary ramps to dumpsters and removal of all equipment, apparatus, machinery, and steel structures and casings from the building that are outside the scope of work for the contractor.'
6. Lessor shall remove and dispose of all resultant demolition debris that is outside the scope of work for the contractor.
7. Lessor shall patch all floors where necessary that are outside the scope of work for the contractor.
8. Lessor shall remove all water coolers and associated plumbing that are outside the scope of work for the contractor.
9. Lessor shall remove all carpeting and VCT flooring that is outside the scope of work for the contractor.
10. Lessor shall remove all voice and data cabling.
11. Lessor shall upgrade fire alarm devices in the premises and add the dual contact flow switch to the fire water system risers.
12. The cost of installing category 6 wiring and the cabling system from the Premises IT closet throughout the entire Premises to meet the communications and technology services needs of Lessee as outlined in La Bella Plans and Specs shall be paid by Lessor.
13. Lessor shall change out all HVAC filters and upgrade the variable speed drive units on the units if applicable.
14. Lessor shall arrange and pay for all necessary fire and safety inspections of the premises.

The parties hereto have executed this Work Letter at the place and on the dates specified above their respective signatures, and in signing warrant that they have full authority to sign on behalf of the parties they represent.

Dated: August 30, 2022

Lessee:

Monroe 2-Orleans BOCES

By:  _____
Jo Anne Antonacci, District Superintendent

Dated: August 30, 2022

Lessor:

Tech Park Owner, LLC

By:  _____
Name: Leslie Westreich, Member

Exhibit D
Intentionally Omitted

Exhibit E

Intentionally Omitted

Exhibit F

RULES AND REGULATIONS

Lessee shall faithfully observe and comply with the following Rules and Regulations. Lessor shall enforce the Rules and Regulations uniformly and in a non-discriminatory, commercially reasonable manner. Lessor shall use its best efforts to enforce compliance of the Rules and Regulations by other tenants and lessees so that they do not materially affect Lessee's ability to utilize the Premises for the Agreed Use but shall not be responsible to Lessee for the nonperformance of any said Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Project. In the event of any conflict between the Rules and Regulations and the other provisions of this Lease, the Lease shall in all cases prevail.

1..

Material Handling

1 No furniture, freight or equipment of any kind shall be brought into the Common Areas of the Project other than during the hours of 8:00 a.m. to 5:00 p.m. or as otherwise previously approved by Lessor in writing. All moving activity into or out of the Common Areas of the Project shall be scheduled with Lessor and done only at such time and in such manner as Lessor designates. Any damage caused to persons or property as a result of Lessee's acts pursuant to this Section shall be the sole responsibility of Lessee.

2 Lessor shall designate upon request appropriate entrances and freight elevators for deliveries or other movements to or from the Premises of equipment, materials, supplies, furniture, or other property, and Lessee shall not use any other entrances or elevators for such purposes. The freight elevators shall be available for non-exclusive use by Lessee subject to such scheduling as Lessor deems appropriate. Lessor may require the move be made after normal business hours.

3 There shall not be used in any space, or in the common halls, elevators or public areas, either by any Lessee or by others any hand trucks or carts of any kind except those equipped with rubber tires and rubber side guards, or such other material handling equipment as Lessor approves. No hand trucks or carts of any kind shall be used in the passenger elevators. It is understood and agreed that mail carts do not violate this provision.

2. Maintenance and Repairs

1 Without the prior written consent of Lessor, Lessee shall not (i) mark, drive nails, screw or drill into, paint or in any way deface any exterior walls, roof foundations, bearing walls, pillars, or floors or (ii) install any security system or other communications systems.

2 Lessor reserves the right to stop service of the elevator, escalators, plumbing, ventilating, air conditioning, heating, electrical systems, or any other utility or mechanical system including without limitation steam, chilled water, and compressed air ("**Utilities**"), when necessary, by reason of accident or emergency for repairs, alterations, or improvements. Lessor shall have no responsibility or liability for failure to support Utilities when prevented from doing so by accident or by any cause beyond Lessor's reasonable control, or by laws, rules, orders, ordinances, directions, regulations or requirements of any federal, state, county, or municipal authority, or failure of gas oil, or other suitable fuel supplied.

3. Conditions of Use

1 Except as expressly set forth in the Lease, no manufacturing machinery of any kind will be allowed in Lessee's Premises without the prior written consent of Lessor. The preceding sentence shall not apply, however, to customary office equipment, scanners, trade fixtures, or package handling equipment.

2 No auction, liquidation, fire, going-out-of-business or bankruptcy sale shall be conducted in the Premises.

3 No video games shall be installed, maintained or operated upon the Premises without written consent of Lessor.

4 The premise shall not be used for lodging or sleeping or for any immoral or illegal purpose.

5 No cooking shall be permitted on the Premises except for Lessee's private use of any appliances for brewing coffee, tea, hot chocolate and similar beverages, for preparation of employee's meals in a lunchroom or lounge, and for catering to serve food in connection with meetings or receptions (provided all such appliances must be approved by Underwriters' Laboratories). Power needs shall not exceed that amount of power that can be provided by a 120 volt, 20 AMP circuit. Lessee shall not cause or permit any unusual or objectionable odor to be produced or permeate from its Premises.

6 No animals of any kind, other than those assisting handicapped persons shall be brought into or kept in or about the Premises or Project.

7 No personal bicycles, roller skates, inline skates, skateboards, snowboards, ATVs, snowmobiles or other vehicles shall be brought into or kept in or about the Premises, or Project with the exception that employees may park bicycles if used as their conveyance to their employment at the Project, in locations specified by Lessor.

4. Janitorial

1 No Lessee shall employ any outside person or persons or contractors as and for janitorial services for the purpose of cleaning its Premises unless otherwise agreed to by Lessor in writing. Any person employed to do janitorial work, shall, while in the Project, be subject to the requirements of Lessor, or its designated representative such as security personnel.

2 All garbage and trash must be removed on a daily basis, and placed in the dumpsters designated by Lessor for that purpose. No material shall be placed in the trash or refuse receptacles in violation of any law or ordinance governing such disposal. Lessor will not be responsible for accepting unusual amounts of rubbish not associated with normal daily requirements. All boxes, etc. shall be "broken down" by Lessee prior to discarding. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by Lessor. If the Premises becomes infested with vermin as a result of the use or misuse or neglect of any Lessee, its agents, employees, contractors, or visitors, Lessee shall, at its expense cause the Premises to be exterminated to the satisfaction of Lessor, and shall employ such licensed exterminators as shall be approved in writing in advance by Lessor.

3 Each Lessee shall provide at its' expense, light, power and water for the employees of Lessor and the agent, contractors, of Lessor while the same are performing janitorial service or making repairs or alterations in the Premises.

5. Locks and Security

1 Lessee shall place no additional locks or bolts of any kind upon any of the doors or windows, nor shall any changes be made in existing locks or the mechanisms thereof unless Lessor gives prior written approval. Lessee shall bear the cost of any lock changes or repairs required by Lessee, and shall immediately provide Lessor with two (2) keys for each lock which is rekeyed or installed. Each Lessee, upon termination of its lease, shall deliver to Lessor all keys and access cards to doors in the Premises. In the event of the loss of any keys or access cards so furnished, such Lessee shall pay Lessor the cost of replacing the same or of changing the locks. It shall be the responsibility of each Lessee to ensure that its employees are provided with keys and access cards to its Premises. Lessor will under no circumstances have any obligation to open any Premises for any Lessee employees.

2 Lessor may but shall have no obligation to provide guard service or other security measures for the benefit of the Premises or the Project. Lessee assumes all responsibility for the protection of Lessee and its agents, employees, contractors, invitees, and guests, and the property thereof, from acts of third parties, including keeping doors locked and other means of entry to the Project closed. Whether or not Lessor at its option, elects to provide security protection for the Project or any portion thereof Lessee assumes the risk that any such safety and security devices, services may not be effective, or may malfunction or be circumvented by an unauthorized third party, and Lessee shall, in addition to its other insurance obligations under this lease, obtain its own insurance coverage to the extent Lessee desires protection against losses related to such occurrences. Lessee shall cooperate in any reasonable safety or security program developed by Lessor or required by law.

3 This Section shall apply to any Lessee who is furnished security access identification badges. Security access identification badges supplied by Lessor shall remain property of Lessor. Such identification device must be displayed as requested and may not be mutilated in any manner. Badges are not transferable or assignable and any badge in the possession of an unauthorized holder will be void. There will be a replacement charge to Lessee or person designated by Lessee of \$15.00 for loss of any identification access badge. Lessor reserves the right to exclude from the Project all persons who do not present a valid security access identification badge. Lessor will furnish passes to persons for whom any Lessee requests the same in writing, during the hours of operation of the pass fabrication office. .

4 Lessor may require any person leaving the Project with any package or other object or matter to submit a pass, listing such package or object or matter, and the tenant from whose Premises the package or object or matter is being removed, but the establishment and enforcement of such a requirement shall not impose any responsibility on Lessor for the protection of any Lessee against the removal of property from the Premises of such Lessee. Lessor shall not be liable to any Lessee for damages or loss arising from the admission, exclusion or ejection of any person to or from the Project.

6. Smoking

1 This is a non-smoking Project in accordance with applicable Monroe County, New York ordinances and Lessor established regulations. There shall be no smoking inside the Project, Premises or any part thereof except in designated areas.

7. **Alcohol** Lessee shall not serve any alcoholic beverages at the Project.

8. Fire Prevention

1 Lessee shall not do or permit anything to be done in the Project, or bring anything in the Premises which shall in any way increase the rate of fire insurance on the Project, or the property kept in the Project, or obstruct or interfere with the rights of other tenant, or in any way injure them, or conflict with the regulations of the fire department or fire laws, or with any insurance policy upon the Project, or with any rules or ordinances established by the Board of Health or other governmental authority.

2 All paneling, doors, trim or other wood products not considered furniture shall be of fire-retardant materials, to the extent required by Building Codes or other applicable regulations. Before installation of any such materials, certification of the material's fire-retardant characteristics shall be submitted to and approved by Lessor, and such materials shall be installed in a manner approved by Lessor.

3 No firearms, ammunition, or weapons of any type shall be brought onto the Project.

9. Restrooms and Water

1 The toilet rooms, toilets, urinals, wash bowls, janitors' closets and other apparatus shall not be used for any purpose other than that for which they were constructed, no foreign substances of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be paid for by Lessee who, or whose agent, employee, contractor, invitee or licensee caused it. No acids, vapors or other harmful materials shall be discharged or permitted to be discharged into the waste lines, vents, or flues of the Project. Nothing shall be swept or thrown into the Common Areas of the Project, or into or upon any heating or ventilating vents or registers or plumbing apparatus, or into the exterior lands or roadways.

2 Potable water will be available in public areas for drinking and lavatory purposes only.

10. **Electrical, Heating and Air Conditioning** No air-conditioning, space heaters, or heating unit or other similar apparatus shall be installed or used by any Lessee without prior written consent of Lessor. Lessee shall pay the cost of all electricity used for heating or air-conditioning in the Premises if such electrical consumption exceeds normal operating requirements, regardless of whether additional apparatus is installed.

11. Energy Conservation

1 Lessee shall not waste electricity, water or air conditioning and agrees to cooperate fully with Lessor to ensure the most effective operation of the Project's resources, and shall refrain from attempting to adjust any controls (excluding thermostats which solely govern Lessee's Premises). Each Lessee shall ensure that all water faucets, water apparatus and utilities are shut off before such Lessee or such Lessee's employees leave the Premises so as to prevent waste or damage. All lights, typewriters, coffee makers etc, must be turned off when Premises are not in use.

2 Lessee shall participate in recycling programs and energy conservation programs undertaken by Lessor.

12. Soliciting and Advertising

1 Canvassing, soliciting, distribution of handbills or any other written material and peddling in the Project are prohibited, and Lessee shall cooperate to prevent the same. Lessee shall not place typed, handwritten or computer generated signs in the corridors or any other common areas.

2 Lessor shall have the right to prohibit any advertising by Lessee, which in Lessor's opinion, tends to impair the reputation of the Project or its desirability, and upon written notice from Lessor, Lessee shall refrain from or discontinue such advertising.

3 Lessor shall have the right, upon reasonable notice and without liability to any Lessee, to change the name or street address of the Project.

13. **Work Requests** The requirements of Lessee will be attended to only upon notice to the management office or communications center designated by Lessor. Employees of Lessor shall not perform any work or do anything outside their regular duties unless special instructions from Lessor are given, and such work shall be at the sole cost and expense of Lessee.

14. Nuisance No television, radio, tape player, musical instruments, or other source shall be played in such a manner as to cause a nuisance to any other Lessee.

15. Window and Floor Coverings

1 Lessee shall not cover or obstruct the sashes, sash doors, skylights, windows, nor the heating, air conditioning vents or doors. Lessee shall not remove or change standard shades, blinds or other window coverings supplied by Lessor within the Premises without Lessor's prior written consent. The interior or exterior of any windows shall not be coated or otherwise sun screened without prior written consent of Lessor. Lessee shall not clean, nor require, permit or allow any window in the Project to be cleaned from the outside.

2 Lessee shall not affix any floor covering to the floor of the Premises in any manner except by a paste or other material, which may be easily removed by water. The use of cement or other similar adhesive materials being expressly prohibited. The method of affixing any floor covering shall be subject to approval by Lessor. The expense of repairing any damage resulting from a violation of this rule shall be borne by Lessee.

16. Storage

1 No Lessee shall keep in the Premises any kerosene, gasoline, flammable, corrosive combustible, or explosive material, or material capable of emitting toxic fumes, other than limited quantities thereof reasonably necessary for the Permitted Use expressly set forth in the Lease. Permitted quantities of flammable liquids shall be stored in containers or enclosures approved for such application. No Lessee shall use or permit to be used any foul or noxious gas or substance in the Premises or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Lessor or other occupants of the building by reason of odors, vibrations, or interfere in any way with other Lessees. Lessee shall provide an inventory and material safety data sheets for any materials used or kept upon the Premises upon request of Lessor or other authority having jurisdiction.

2 No Lessee shall place a load upon any floor, which exceeds the load per square foot, which such floor was designed to carry and which is allowed by law.

17. Access Control. The Common Areas, including but not limited to, sidewalks, driveways, roadways, entrances, passages, courtyards, lobbies, elevators, stairways, escalators, corridors, halls, and other public portions of the Project shall not be obstructed or encumbered or used for any other purpose by Lessee or its agents, employees or invitees other than ingress and egress to and from the Premises. Lessee shall not permit any of its employees, agents, invitees, or licensees to congregate or loiter in any of the aforementioned public spaces and or Common Areas. All doors opening into public corridors shall be kept closed, except when in use for ingress and egress, or as may otherwise be required in accordance with health, safety and fire laws. No doormat of any kind shall be placed or permitted to remain in any public common areas except those furnished by Lessor. Lessees shall not prop open or block open entrance doors, service doors and elevator doors. No Lessee, and no agent, employees, contractor, invitee, or licensee of any Lessee shall go upon the roof or in any mechanical or electrical space of the Project without the prior express written consent of Lessee. Lessor reserves the right to control and operate, and to restrict and regulate the use of the Common Areas of the Project.

18. Displays and Signs

1 No showcases or other articles shall be put in front of or affixed to any part of the exterior of the building, nor placed in the hall, corridors or vestibules without the prior written permission of Lessor.

2 No sign, placard, picture, name, advertisement or notice visible from the exterior of any Lessee's Premises shall be inscribed, exhibited, painted, affixed or otherwise displayed by any Lessee on any part of the building without prior written consent of Lessor. Lessor will adopt and furnish to Lessee general guidelines relating to signs inside the Project. Lessee shall conform to such guidelines. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of any such Lessee by a person approved by Lessor. In the event of a violation of the foregoing by any Lessee, Lessor may remove without any liability, and may charge the expense incurred in such removal to Lessee violating this rule.

19. Parking All parking areas provided by Lessor shall be subject to the exclusive control and management of Lessor. Lessee, its employees, agents and visitors shall park only in areas designated by Lessor for such. No overnight parking is allowed without the prior written consent of Lessor. Lessor shall not be responsible for accumulations of snow and/or ice around said vehicles as the result of snowplowing occurring during or after normal business hours. Parking must be entirely within the stall markings. Only authorized persons may park in the designated handicapped stalls. Lessor may refuse to permit any person who violates the rules to park on the site, and any violation shall subject the vehicle to removal at the vehicle owner's expense. The vehicle owner therein assumes all responsibility for any loss or damage to vehicles or personal property. The parking facilities are for the sole purpose of parking one vehicle per space. Washing, waxing, cleaning or servicing of any vehicles by the vehicle owner or his agents is prohibited. Lessee agrees to acquaint all employees, contractors or invitees with these rules. Lessee shall not use the parking areas of the Project for parking, repairing or storing commercial trucks, trailers or containers for a period exceeding twelve (12) hours without the prior written consent of Lessor. Lessor makes no representations that the Common Areas shall contain parking for use by Lessee or its invites during the Term. Any violation by Lessee of this Paragraph 44 shall permit Lessor in the case of emergencies, without notice, and in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall immediately be payable upon Lessor's demand.

20. Compliance Lessee shall comply with requests by Lessor concerning the informing of their employees of reasonable items of importance to Lessor. All construction projects and Lessee improvement work must conform to the general construction and building rules. Lessee shall comply with all reasonable safety, fire protection and evacuation procedures and regulations established by Lessor or any governmental agency. Lessor shall not be responsible to Lessee or to any other person for the non-observance or violation of the Rules and Regulations by any other tenant or other person, Lessee shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises. Lessor reserves the right at any time to change or rescind any one or more of these Rules and Regulations. Lessor shall enforce these Rules and Regulations uniformly, in a non-discriminatory, commercially reasonable manner. Lessor reserves the right to enter Lessee's Premises at reasonable times and upon reasonable notice to ensure compliance with these Rules and Regulations.

21. Waiver No waiver of any of the Rules or Regulations herein set forth shall be deemed waived by Lessor unless such waiver is in writing executed by Lessor.

Exhibit G

FORM OF SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

This SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of this ____ day of ____, 2011, by and among (A) U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Administrative Bank"), as administrative bank and lead arranger, and as a bank (together with any other lender that may now or hereafter acquire an interest in the Loan (as hereinafter defined), individually referred to as a "Bank" and collectively referred to as the "Banks"), having a principal place of business at U.S. Bank National Association, One Post Office Square, 29th Floor, Boston, Massachusetts 02109, Attention: Real Estate Banking Division, (B) TECH PARK OWNER LLC, a Delaware limited liability company (together with its successors and assigns, the "Lessor"), having a principal place of business at c/o Tryad Group, LLC, 250 Greenpoint Avenue, Building 7-4th Floor, Brooklyn, New York 11222, and (C) MONROE 2-ORLEANS BOCES, a board of cooperative educational services company formed and presently existing under the laws of the State of New York (together with its successors and assigns, the "Lessee"), having a principal place of business at 3599 Big Ridge Road, Spencerport, New York 14559.

PRELIMINARY STATEMENTS

A. Reference is made to a certain [INSERT NAME OF LEASE] dated _____, ____, by and among Lessor and Lessee [, as affected by a certain [INSERT IDENTITY OF AMENDMENT(S)] dated _____] ([as so amended and] as may be [further] amended, restated or modified from time to time, the "Lease"). Lessee is the present tenant under the Lease and Lessor is the present Lessor under the Lease. The Lease relates to the [INSERT IDENTITY OF LEASED PREMISES] presently owned by Lessor and located on the Property (as hereinafter defined) located in or about the City of Rochester, Monroe County, New York, commonly known as "Rochester Technology Park," comprising in the aggregate _____ square feet, more or less, of rentable space, as more fully described in the Lease (the "Leased Premises"). All capitalized terms not defined herein but defined in the Lease shall have the meanings given to such terms in the Lease.

B. Banks have provided Lessor with a loan in the original principal amount of Forty Million and No/100 Dollars (\$40,000,000) (the "Loan"), which Loan is secured, inter alia, by a Mortgage, Assignment of Rents and Security Agreement by Lessor to Administrative Bank dated of even date herewith (as the same may be amended, renewed, modified, consolidated, replaced, extended, increased or restated from time to time, the "Mortgage") encumbering the real property more particularly described on Exhibit A attached to the Mortgage, and which includes the Leased Premises (the "Property"), which Mortgage is to be recorded herewith in the Official Records of Monroe County, New York (the "Registry"). In addition, Lessor has entered into and delivered to Administrative Bank that certain Assignment of Rents and Leases, dated of even date with the Mortgage (as the same may be amended, renewed, modified, consolidated, replaced, extended, increased or restated from time to time, the "Assignment"), and encumbering the Property, which Assignment is also to be recorded herewith in the Registry.

C. The parties hereto desire to enter into this Agreement to evidence their agreement to the terms and provisions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee, Lessor and Administrative Bank, on behalf of the Banks, hereby covenant and agree as follows:

1. Subordination. Lessee hereby agrees that all of its right, title and interest as lessee under the Lease shall be subject to the right, title and interest of Administrative Bank under and subordinate to the priority of the Mortgage and the Assignment (and any amendment, renewal, modification, consolidation, replacement, extension, increase or restatement thereof). In the alternative, Administrative Bank shall have the option, at any time, upon notice to Lessee to require that the Lease be prior, rather than subordinate, to the lien of the Mortgage and the Assignment, in which event Lessee shall promptly, and without charge, execute an instrument in recordable form effecting or acknowledging such priority.

2. Non-Disturbance. So long as no Default on the part of Lessee exists under the Lease which continues beyond the expiration of any applicable periods of notice and grace as would entitle Lessor to terminate the Lease or would cause, without any further action on the part of Lessor, the termination of the Lease or would entitle Lessor to dispossess Lessee thereunder, the Lease shall not be terminated, nor shall such Lessee's use, possession or enjoyment of the Leased Premises or rights under the Lease be interfered with (nor shall Lessee be named or joined as a defendant) in any foreclosure or other action or proceeding in the nature of foreclosure or by way of any deed in lieu of any such action or proceeding, instituted under or in connection with the Mortgage or the Assignment, or, in case Administrative Bank takes possession of the Property pursuant to any provisions of the Mortgage or the Assignment unless Lessor under the Lease would have had such right if the Mortgage or the Assignment of Leases had not been made and Administrative Bank, if it takes possession of the Property, or Purchaser (as hereinafter defined) shall be bound to Lessee under all the terms and conditions of the Lease (except as otherwise provided in this Agreement), and except as so provided, the Lease shall continue in full force and effect as a direct lease between Administrative Bank, if it takes possession of the Property, or Purchaser and Lessee. Neither the person or entity acquiring the interest of Lessor under the Lease as a result of any such action or proceeding or by way of any deed in lieu of any such action or proceeding (hereinafter called the "Purchaser") nor Administrative Bank, if Administrative Bank takes possession of the Property or otherwise succeed to Lessor's interest under the Lease, shall be:

1. liable for any act or omission of Lessor or any predecessor(s)-in-interest to Lessor in the capacity of Lessor under the Lease, if any (together, the "Prior Lessor") which was to have been performed under the Lease;

2. liable for the return of any security deposit which Lessee under the Lease has paid to Lessor or the Prior Lessor under the Lease, except to the extent that the amount thereof is turned over to Purchaser or Administrative Bank, as the case may be;

3. subject to any offsets, defenses, counterclaims or abatements which Lessee under the Lease might have against Lessor or the Prior Lessor under the Lease;

4. bound by the payment of any basic rent, additional rent, percentage rent or any other payments (any and all of which are herein referred to as "Rent") which Lessee might have paid under the Lease for more than one (1) month in advance to Lessor or the Prior Lessor under the Lease (except with respect to estimated payments payable to Lessor under the Lease on account of real property taxes and operating expenses to the extent actually paid to Lessor or the Prior Lessor);

5. except for the amendments or modifications described in the Preliminary Statements, if any, bound by any amendment or modification of any material term of the Lease made without Administrative Bank's prior written consent and not otherwise permitted under the Mortgage and/or the Assignment;

6. except for the assignments or subleases described in the Preliminary Statements, if any, bound by any consent by Lessor under the Lease to any assignment of Lessee's interest in the Lease or sublease of all or any portion of the Leased Premises made without

Administrative Bank's prior written consent and not otherwise permitted under the Mortgage and/or the Assignment;

7. personally liable for any default under the Lease or the violation of any covenant or breach of any obligation on its part to be performed thereunder as successor to Lessor which first occurs prior to Administrative Bank's or Purchaser's taking of possession or ownership of the Property, it being acknowledged that Lessee's sole remedy in the event of such default shall be to proceed against Purchaser's or Administrative Bank's then interest in the Property to recover any monetary damages;

8. liable for or deemed to incur any obligation with respect to any breach of warranties or representations of any nature of Lessor or the Prior Lessor under the Lease or otherwise, including, without limitation, any warranties or representations of Lessor or the Prior Lessor respecting use, compliance with zoning, Lessor's authority, habitability or fitness for any purpose or presence or absence of hazardous materials or substances, including petroleum products;

9. liable for any consequential or other damages which may have been incurred by Lessee by reason of any breach of obligations to be performed by Lessor or the Prior Lessor; or

10. liable for any leasing commissions, the triggering event for which arose prior to the date Administrative Bank or any Purchaser succeeded to Lessor's interest. Nothing in this Agreement shall limit the rights or remedies of Lessee with respect to events occurring after the date of attornment.

11. Notwithstanding anything contained herein to the contrary, if Administrative Bank or any Purchaser succeed to Lessor's interests under the Lease, such party shall have absolutely no obligation to perform any leasehold improvements or other construction obligations in the Property on the part of Lessor to have been performed, other than any ongoing maintenance and repair obligations as to a completed structure which are required to be performed by Lessor under the terms of the Lease or to restore the Leased Premises after a casualty or taking (to the extent required under the Lease).

3. Attornment. Unless the Lease is terminated in accordance with Section 2, if the interests of Lessor under the Lease shall be transferred by reason of the exercise of the power of sale contained in the Mortgage or by any foreclosure or other proceeding for enforcement of the Mortgage, or by deed in lieu of foreclosure or such other proceeding, or if Administrative Bank takes possession of the Property pursuant to any provisions of the Mortgage or the Assignment, Lessee thereunder shall be bound to Purchaser or Administrative Bank, as the case may be, under all of the terms, covenants and conditions of the Lease for the balance of the term thereof and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Purchaser or Administrative Bank were the Lessor under the Lease, and Lessee does hereby attorn to Purchaser or Administrative Bank, as the same may be (if it or they take title to or possession of the Property), as Lessor under the Lease. Such attornment shall be effective and self-operative without the execution of any further instruments upon the succession by Purchaser or Administrative Bank to the interest of Lessor under the Lease or the taking of title to or possession of the Property by Administrative Bank. Nevertheless, Lessee shall, from time to time, execute and deliver such instruments evidencing such attornment as Purchaser or Administrative Bank may require. The respective rights and obligations of Purchaser, Administrative Bank and Lessee upon such attornment, to the extent of the then remaining balance of the term of the Lease and any extensions and renewals, shall be and are the same as now set forth in the Lease except as otherwise expressly provided in Section 2.

4. Assignment of Leases. Lessee hereby acknowledges and agrees that all of Lessor's right, title and interest as lessor under the Lease is being duly assigned to Administrative Bank pursuant to the terms of the Assignment, and that pursuant to the terms thereof all rental payments under the Lease shall continue to be paid to Lessor in accordance with the terms of the Lease unless and until Lessee is otherwise notified in writing by Administrative Bank. Upon receipt of any such written notice from Administrative Bank, Lessee covenants and agrees to make payment of all rental payments then due or to become due under the Lease directly to Administrative Bank or to Administrative Bank's agent designated in such notice and to continue to do so until otherwise notified in writing by Administrative Bank. Lessor hereby irrevocably directs and authorizes Lessee to make rental payments directly to Administrative Bank following receipt of such notice without any obligation to inquire as to whether any default exists under the Mortgage or the Assignment or the indebtedness secured thereby, and notwithstanding any notice or claim of Lessor to the contrary, and that Lessor shall have no right or claim against Lessee for or by reason of any rental payments made by Lessee to Administrative Bank following receipt of such notice. Payments of Rent made by Lessee, pursuant to any notice given it by Administrative Bank, shall be deemed in satisfaction of Lessee's rental obligations under the Lease to the same extent as if such Rent were paid directly to Lessor. Lessee agrees that Lessor's assignment of its interests in the Lease have been assigned to Administrative Bank for the purposes specified in the Assignment, and Administrative Bank assumes no duty, liability or obligation under the Lease by reason of the Mortgage and/or the Assignment, except only under the circumstances, terms and conditions specifically set forth in the Mortgage, the Assignment and this Agreement.

5. No Amendments, etc. Lessee and Lessor each acknowledge and agree that, notwithstanding any provision of the Lease to the contrary: (a) the Lease shall not be amended or modified in any of its material terms without the prior written consent of Administrative Bank; (b) the Lease shall not be assigned or otherwise transferred nor shall Lessee sublet the Leased Premises without the prior written consent of Administrative Bank unless such assignment, sublease or other transfer is expressly permitted under the terms of the Lease, Mortgage and/or the Assignment; (c) the Lease shall not be terminated nor shall Lessor accept any surrender of the Lease or the Leased Premises other than by the express terms of the Lease without the prior written consent of Administrative Bank; and (d) Lessor shall not consent to the waiver or release of Lessee from the performance or observance of any obligation under the Lease without the prior written consent of Administrative Bank unless otherwise permitted under the terms of the Mortgage and/or the Assignment.

6. Notice of Default by Lessor. Lessee, as lessee under the Lease, hereby covenants and agrees to give Administrative Bank written notice properly specifying wherein Lessor under the Lease has failed to perform any of the covenants or obligations of Lessor under the Lease, simultaneously with the giving of any notice of such default to Lessor under the provisions of the Lease. Lessee agrees that Administrative Bank shall have the right, but not the obligation, within the time period specified in the Lease, plus an additional thirty (30) days (or, if no time period is specified, a reasonable time, provided that Administrative Bank is diligently prosecuting the same) from the later of (i) the expiration of the period allowed under the Lease for cure by Lessor, or (ii) the date Lessee has notified Administrative Bank that Lessor has failed to cure such default within the period provided in the Lease (or within such additional time as is reasonably required to cure any such default, provided Administrative Bank shall be diligently prosecuting the same) to correct or remedy, or cause to be corrected or remedied, each such default before Lessee may take any action under the Lease by reason of such default. If, in order to cure a default of Lessor, it is necessary for Administrative Bank to take possession or acquire title to the Property, or both, then Administrative Bank shall be afforded such time as may reasonably be required in order to institute and prosecute proceedings to do so, provided Administrative Bank shall diligently prosecute the same. Lessee agrees not to terminate the Lease or to exercise any right of offset, self help or any other remedy arising as a result of a default of Lessor unless Administrative Bank has received notice and an opportunity to cure as aforesaid.

7. Notices. All notices, requests, demands, elections, consents, approvals and other communications permitted hereunder (each a "Notice") must be in writing and addressed to Administrative Bank, Lessor and Lessee at the addresses set forth in the preamble to this Agreement with copies to be sent as follows:

If to Administrative Bank, with a copy to:

Nutter, McClennen & Fish, LLP
World Trade Center West
155 Seaport Boulevard
Boston, MA 02210-2604
Attn: Beth H. Mitchell, Esq.

If to Lessor, with a copy to:

Sasson Blaivas LLP
488 Madison Avenue, 18th Floor
New York, NY 10022
Attn: David G. Blaivas, Esq.

A Notice delivered by (a) hand shall be deemed given when actually received; (b) registered mail, return receipt requested, shall be deemed given three (3) Business Days (as hereinafter defined) after being mailed; and (c) overnight carrier, shipping prepaid, shall be deemed given on the Business Day following deposit with such carrier. Any other Notice shall be deemed given when actually received. Any party may change its address for receipt of Notices by giving written notice of the same to each of the other parties as set forth above (or to such other address as may be designated previously by written notice from such other parties).

8. Business Day. Any day other than a Saturday, a Sunday, or a legal holiday on which Administrative Bank, in its capacity as agent and administrative bank for all Banks (and any successor appointed pursuant to the terms of the Loan Agreement dated of even date with the Mortgage, by and between Administrative Bank and Lessor), is not open for business.

9. No Further Subordination. Except as expressly provided to the contrary in Section 2 hereof, Lessor and Lessee covenant and agree with Administrative Bank that there shall be no further subordination of the interest of lessee under the Lease to any lender or to any other party without first obtaining the prior written consent of Administrative Bank. Any attempt to effect a further subordination of lessee's interest under the Lease without first obtaining the prior written consent of Administrative Bank shall be null and void.

10. As to Lessor and Lessee. As between Lessor and Lessee, Lessor and Lessee covenant and agree that nothing herein contained nor anything done pursuant to the provisions hereof shall be deemed or construed to modify the Lease.

11. As to Lessor and Administrative Bank. As between Lessor and Administrative Bank, Lessor and Administrative Bank covenant and agree that nothing herein contained nor anything done pursuant to the provisions hereof shall be deemed or construed to modify the Mortgage or the Assignment.

12. Title of Sections. The titles of the Sections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this agreement.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York pursuant to Section 5-1401 of the New York General Obligations Law.

14. Binding Agreement. The terms "Administrative Bank," "Banks," "Lessor" and "Lessee" shall be construed to include the heirs, executors, administrators, successors and assigns of the respective parties hereto, including, in the case of Administrative Bank, an assignee(s) of Administrative Bank and anyone

who succeeds to title to the Property after foreclosure or a deed in lieu thereof, and this Agreement shall inure to their benefit and be binding on them. Anything herein or in the Lease to the contrary notwithstanding, any obligation of Lessor under the Lease to be assumed by Administrative Bank or Purchaser shall be only for and during such time as Administrative Bank or Purchaser, as the case may be, shall be the owner, except that any obligation of Lessor as to maintenance and repair to be assumed by Administrative Bank or Purchaser shall be only for and during such time as Administrative Bank or Purchaser, as the case may be, shall be in possession.

15. No Modification Unless in Writing, Etc. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or effective unless in writing and signed by the party against whom the same is sought to be asserted.

16. Severability. In the event that any provision or provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable by the final ruling of a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby, and in the place of such invalid, illegal or unenforceable provision there shall be substituted a like, but valid, legal and enforceable provision which most nearly accomplishes the original intention of the parties, as evidenced by this Agreement.

17. Further Assurances. Lessor and Lessee from time to time shall execute and deliver at Administrative Bank's request all instruments that may be reasonably necessary or appropriate to evidence their agreements hereunder.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

19. Conflict Between Documents. In the event of any conflict between the provisions of the Lease and this Agreement affecting rights and obligations of Administrative Bank and Lessee, the provisions of this Agreement shall control.

[SIGNATURES ON FOLLOWING PAGE]

EXECUTED as a sealed instrument as of the day and year first above written.

WITNESSES:

ADMINISTRATIVE BANK:
U.S. BANK NATIONAL ASSOCIATION, a national banking
association

_____ By: _____
Print Name: Name:
Title:

LESSOR:

TECH PARK OWNER LLC, a Delaware limited liability
company

_____ By: _____
Print Name: Name:
Title:

LESSEE:

_____ By: _____
Print Name: Name:
Title:

satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and seal the day and year aforesaid.

Notary Public

My Commission Expires:

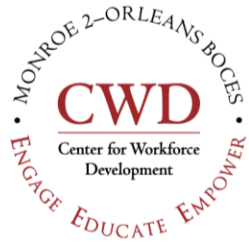
9. New Business

5. Resolution to Approve Center for Workforce Development Job Training Programs – Heating, Ventilation, Air-Conditioning, Refrigeration (HVAC/R), Industrial & Commercial Electrical, Residential Construction, Welding, CNC Machining, Professional Cooking & Food Service



Monroe 2–Orleans
Board of Cooperative Educational Services

Jo Anne L. Antonacci, District Superintendent



August 24, 2022

Shawna Gareau-Kurtz
Director
Tel: (585) 349-9100
Fax: (585) 349-9101
sgareau@monroe2boces.org

TO: Monroe 2-Orleans BOCES Board members
RE: CWD Career & Technical Training Program Approval

Dear members of the Board:

The New York State Education Department (NYSED) provides reimbursement funding through for all documented contact hours for adult students enrolled in high-school equivalency or English for Speakers of Other Languages (ESOL) classes, through a program called Employment Preparation Education (EPE). Historically, reimbursement was also provided if a student was dual enrolled in a NYSED EPE funded literacy program and an approved adult career & tech training program. Approval of such a program is predicated on either the existence of an equivalent secondary Career & Technical Education program offered within the same BOCES (e.g. Dental Assisting or Nurse Assisting) or, where there is no secondary equivalency, local board approval (e.g. Medical Office Assisting or Commercial Driver's License – Class B). As the Board is the local authority for CWD programs, I am requesting the Board to approve the following adult Career & Technical Education training programs, which are either new in the 2022-23 school year or have been altered in their scope or length to merit local approval:

- Heating, Ventilation, Air-Conditioning, Refrigeration (HVAC/R)
- Industrial & Commercial Electrical
- Residential Construction
- Welding
- CNC Machining
- Professional Cooking & Food Service

In FY 2021-22, EPE reimbursement accounted for nearly \$350,000 of revenue received by CWD. Approval of these programs will expand our ability to increase this revenue.

Included with this letter are course syllabi for these Career & Technical Education training programs, which detail the content, expectations, and expected outcomes for each course. Each class is expected to run 2 times per year, during the fall and spring.

Thank you in advance for considering this request.

Sincerely,

Shawna Gareau-Kurtz
Director - CWD

BE IT HEREBY RESOLVED THAT THE Monroe 2 Orleans Board of Cooperative Education approves the Center for Workforce Development creating and providing the following job training programs: Heating, Ventilation, Air-Conditioning, Refrigeration (HVAC/R), Industrial & Commercial Electrical, Residential Construction, Welding, CNC Machining, Professional Cooking & Food Service in accordance with the New York State Education Department requirements to be eligible for EPE Funding; and

WHEREAS the job training programs will be in accordance with Education Law 4602; and

WHEREAS the District Superintendent is charged with the responsibility to ensure the job training programs for purposes of EPE Funding are conducted in accordance with applicable New York State Laws and Regulations.

MOTION made by _____

Seconded by _____

9. New Business

6. Resolution to Accept Donation of 30 pieces of A35 Steel Plate from Gorbel, Inc.

GIFTS AND DONATIONS

Donor Information:

Company or Individual Name: Gorbel Inc

If Company, Contact Person:

Address: 600 Fishers Run

Phone Number: 585-924-6779 E-Mail: walhal@gorbel.com

Description of item(s) to be donated; if additional space is need, please add additional page and check here: []

15 pcs of 7/16" x 21 1/2" x 19' A36 Steel Plate
15 pcs of 3/4" x 12 1/2" x 19' A36 Steel Plate

Is Item(s) in Working Condition: If not, please explain:

When can BOCES 2 Staff view the item: M-F 7am -> 5pm

Your signature indicates your offer to donate the above item(s). Only the Board may accept gifts of either money or merchandise. Any gifts or grants donated and accepted will be by official action through Board resolution. The Board will not accept gifts that place encumbrances on future boards or result in unreasonable additional or hidden costs. The Board will not accept a gift which constitutes a conflict of interest and/or gives the appearance of impropriety. All gifts, grants, and/or bequests shall become the sole property of the BOCES. The District Superintendent or designee will acknowledge, in writing, the receipt of the gift or donation on behalf of the Board, but does not assign a value for tax purposes.

Signature of Donor: [Signature] Date: 8/26/22

To Be Completed By BOCES 2 Staff:

Staff Member Name: Scott Prince Dept: CTE Phone Ext: 2471

Name of Staff Member to be notified upon Board Approval: Theresa Cortez Supervisor Name and Review: Scott will use these materials to allow students to practice welding different materials.

Proposed Use of Donated Item: train students in welding on different processes

How will the Item Reduce Costs or Benefit the Program:

Kids can use the steel to test in different positions or practice different weld processes less money on material to be purchased

Board Date: [Signature] 9/16/22 Cabinet Administrator Signature Date

[Signature] 9/16/22 District Superintendent Date

Board Action: Accept [] Board Action: Reject []

Theresa Alampi-Cortez

From: Scott Prince
Sent: Wednesday, August 31, 2022 1:48 PM
To: Theresa Alampi-Cortez
Subject: steel donation from Gorbel

Hi Theresa

, Please submit this letter with the donation form for Gorbel. Gorbel has agreed to donate leftover/scrap plate from a job they had left over. The welding program will be able to use that plate donation to work on oxy fuel cutting, different welding processes, and welder testing used in industry. The material will be used by both classes (Padlick and Prince) and cohorts (am and pm classes). This is a rather large donation in the estimated range of \$4000.00, which would save us money in the purchase of material. We can then use that money towards other items/materials to better prepare our students for industry. This donation will be for the sole purpose of student practice.

Thank You

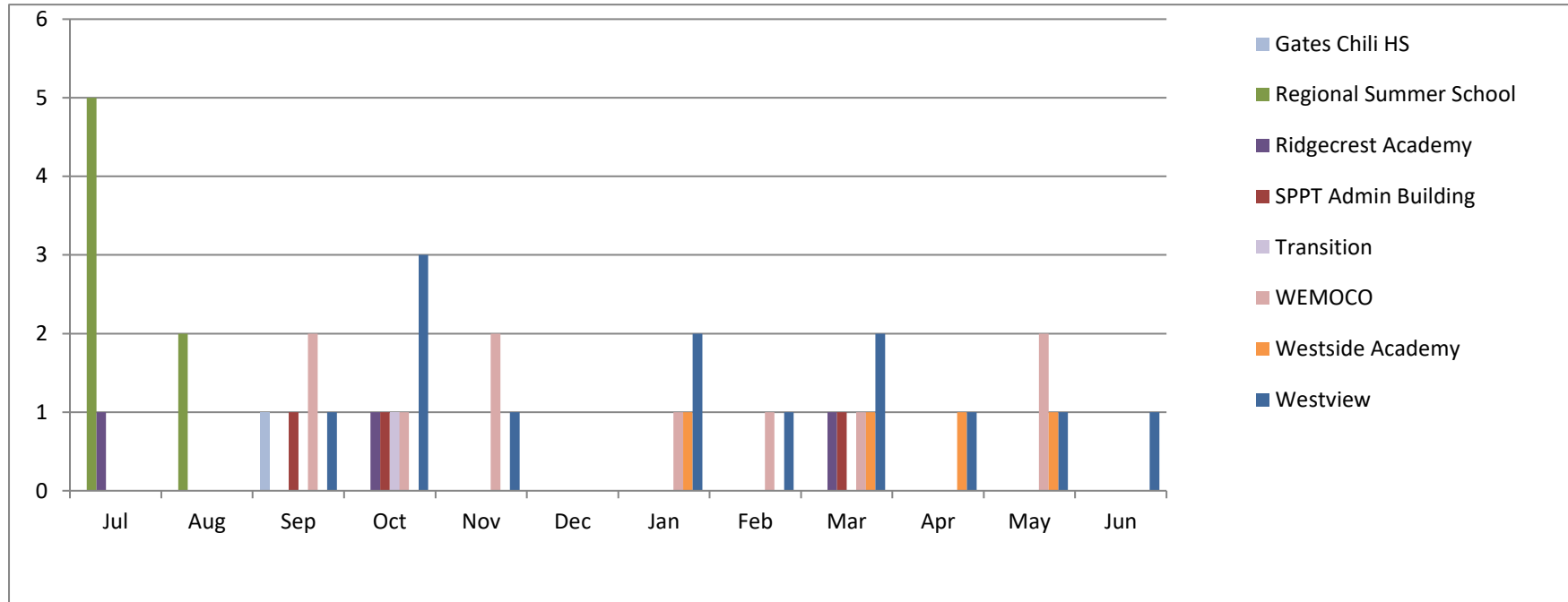
Scott Prince

CWI/ Welding Instructor

9. New Business

7. Annual Update on School Safety and the Educational Climate (SSEC)
(Tom Schulte)

2021-2022 STUDENT SAFETY AND EDUCATIONAL CLIMATE (SSEC)



Building	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals
Gates Chili HS	0	0	1	0	0	0	0	0	0	0	0	0	1
Regional Summer School	5	2	0	0	0	0	0	0	0	0	0	0	7
Ridgecrest Academy	1	0	0	1	0	0	0	0	1	0	0	0	3
SPPT Admin Building	0	0	1	1	0	0	0	0	1	0	0	0	3
Transition	0	0	0	1	0	0	0	0	0	0	0	0	1
WEMOCO	0	0	2	1	2	0	1	1	1	0	2	0	10
Westside Academy	0	0	0	0	0	0	1	0	1	1	1	0	4
Westview	0	0	1	3	1	0	2	1	2	1	1	1	13
Totals	6	2	5	7	3	0	4	2	6	2	4	1	42

9. New Business

8. Review of NYSSBA Convention Proposed Resolutions

NYSBBA 2022 Resolutions Cabinet Feedback

Cabinet Member Name: _____

PLEASE RETURN BY 9/12/2022

PROPOSED RESOLUTIONS RECOMMENDED BY THE RESOLUTIONS COMMITTEE FOR ADOPTION		
Proposed Resolution	Notes	Feedback
Resolution 1 Dutchess BOCES	NYSSBA support adding fully state funded arts and music education as a common school branch that should be incorporated into the public school curriculum to provide a more well-rounded education for children	Will discuss pros and cons
Resolution 2 <i>Sunsetting</i> NYSSBA BOD	NYSSBA support meaningful reforms to the tax cap levy formula.	supports this resolution
Resolution 3 <i>Sunsetting</i> NYSSBA BOD	NYSSBA support reforming the system of educator discipline to cap the length of time educators awaiting 3020-a proceedings are paid.	Strongly support
Resolution 4: NYSSBA BOD	NYSSBA support the state enhancing support for school districts in response to cybersecurity threats that endanger student and staff personal data and school safety.	supports this resolution
Resolution 5 NYSSBA BOD	NYSSBA support a requirement that districts be fully funded to employ a sufficient number of mental health professionals (ex. Social worker, school psychologist) to properly serve the needs of the students of the districts of New York State	supports this resolution
Resolution 6 East Meadow School Board	NYSSBA supports a revision to transportation statutes to permit a School District to provide aidable transportation outside voter approved limits, so long as doing so would not result in an additional cost to the School District and would not displace any students otherwise entitled to transportation.	supports this resolution
Resolution 7 Freeport School Board	NYSSBA supports a comprehensive reform of the Foundation Aid Formula	supports this resolution
Resolution 8 Ontera School Board	NYSSBA supports Universal Pre-K for 3 and 4 year-olds statewide	supports this resolution
Resolution 9 Sayville and Sachem School Boards	NYSSBA shall petition the New York State Education Department and the Commissioner thereof to include, as a mandatory prerequisite to being employed by a school district in the State of New York as a licensed security guard, that said individual receives as part of their training and licensure a separate and specific credential signifying training and knowledge of the laws, rules, and regulations applicable to schools	supports this resolution
Resolution 10 <i>Sunsetting</i> Freeport School Board	NYSSBA support raising the allowable undesignated fund balance for school districts.	supports this resolution
Resolution 11	NYSSBA shall seek legislative changes to allow component school districts to hold the BOCES	supports this resolution

Orleans/Niagara BOCES Board	administrative budget vote and BOCES board of education election on a date of their own choosing between April 16 and April 30, rather than a single uniform date selected by the BOCES board of education president	
Resolution 12 Newark School Board	NYSSBA work with other associations and Office of School Personnel Review and Accountability to develop better systems that allow districts and BOCES to query or to be notified when a Part 83 report or an investigation is pending.	Strongly support for rationale stated
Resolution 13 Newark School Board	NYSSBA work to make or add to existing law to make it a felony for a district employee to have lewd or sexual relations with a current student in the district regardless of age or consent.	supports this resolution
Resolution 14 Massapequa, Hicksville, Carle Place, Island Trees, Oyster Bay-East Norwich, Sachem and Locust Valley School Boards	NYSSBA supports amendments to the New York State General Municipal Law governing reserve funds to authorize school districts to be able to borrow from one or more of their existing reserve funds in order to cover temporary cashflow shortfalls attendant to the annual delay between the levy and collection of taxes.	supports this resolution
Resolution 15 Massapequa, Hicksville, Carle Place, Island Trees, and Oyster Bay-East Norwich School Boards	NYSSBA supports the adoption of legislation which would require the New York State Education Department to develop regulations providing oversight over special education parent and rules of conduct and enforcement procedures for same.	supports this resolution
Resolution 16 Beacon School Board	NYSSBA supports legislation at the state level that would allow for school board members to receive a stipend for their work as a trustee	supports this resolution
Resolution 17 Hicksville School Board	NYSSBA joins statewide advocacy efforts to support healthy, high-quality school meals through the Child Nutrition Reauthorization (CNR)	supports this resolution
Resolution 18 Fayetteville-Manlius School Board	NYSSBA support legislation to fully fund or reimburse school districts for tax exemptions for veterans.	supports this resolution
Resolution 19 Fayetteville-Manlius School Board	NYSSBA support legislation to fully reimburse districts for all investments in electrical buses, including all infrastructure	supports this resolution
Resolution 20 Plainview-Old Bethpage School Board	NYSSBA support legislation at the state and/or federal level that would reform the current gun laws to strengthen background checks, implementing red flag laws, as well as laws that will restrict guns from those under the age of twenty-one	supports this resolution
Resolution 21 Croton Harmon School Board	NYSSBA support legislation to amend the Education Law to standardize the deadlines for filing of candidate petitions for the various categories of school districts.	supports this resolution
Resolution 22 Croton Harmon School Board	NYSSBA will support legislation to establish the last date for candidates to file a petition after withdrawal of a candidate so that such date is sufficiently in advance of the date of an annual meeting to provide school district clerks with enough time to prepare for the election, including	supports this resolution

	printing of machine-readable ballots and absentee ballots	
Resolution 23 Wilson and Brunswick School Boards	NYSSBA seek to initiate legislation at the state or federal level that would provide dedicated funding to be allocated for school safety measures including staffing.	supports this resolution
Resolution 24 Sunsetting Albany School Board	NYSSBA supports legislation that would provide finalizing the ballot for positions on a small city school district board on the day after a 10-day period for filing and reviewing of any objections to nominating petitions	supports this resolution
Resolution 25 Sunsetting Albany and Taconic Hills School Boards	NYSSBA supports legislation that would amend Article 18-A of the General Municipal Law to permit school districts, at their option, to be necessary parties to payment-in-lieu-of-taxes (PILOT) agreements	supports this resolution
Resolution 26 Albany School Board	NYSSBA supports legislation that would align legal requirements imposed upon small city school districts with those of central, union free and common school districts.	supports this resolution
Resolution 27 Albany and Buffalo School Boards	NYSSBA supports legislation that would require local school district consent for new charter school applications in districts with a large percentage of charter students	supports this resolution
Resolution 28 Albany School Board	NYSSBA supports legislation that would assure equitable full-day prekindergarten funding for all New York school districts	supports this resolution
Resolution 29 Sunsetting Taconic Hills School Board	NYSSBA support funding to expand New York State- and industry-approved and certified career and technical education programs.	supports this resolution
Resolution 30 Sunsetting Taconic Hills School Board	New York State School Boards Association supports testing accommodations for students with disabilities.	supports this resolution
Resolution 31 Albany School Board	New York State School Boards Association opposes legislation expanding New York State's charter school laws	supports this resolution
Resolution 32 Albany School Board	New York State School Boards Association supports legislative changes that reduce the impact of New York State's charter schools on traditional districts	supports this resolution

**PROPOSED RESOLUTIONS NOT RECOMMENDED
BY THE RESOLUTIONS COMMITTEE FOR ADOPTION**

Proposed Resolution	Notes	Feedback
RESOLUTION 33 Submitted by: Onteora School Board	RESOLVED, that the New York State School Boards Association support the proposed New York Health Act and any legislation at the state or federal level that provides single payer health care for all New Yorkers.	Support this recommendation to not recommend
RESOLUTION 34 Submitted by: Onteora School Board	RESOLVED, that the New York State School Boards Association support legislation that requires every child in New York State, aged 0-21, be covered for free under the Child Health Plus program.	Support this recommendation to not recommend
RESOLUTION 35 Submitted by: Massapequa, Hicksville, Carle Place, Island Trees, Oyster Bay-East Norwich, Sachem, and Locust Valley School Boards	RESOLVED, that NYSSBA support proposals, guidelines, and/or legislation in favor of local school district control and/or regional by county control over matters pertaining to safety protocols and operations regarding the prevention of spread of communicable illnesses	Support this recommendation to not recommend
RESOLUTION 36 Submitted by: Massapequa, Hicksville, Carle Place, Oyster Bay-East Norwich, and Locust Valley School Boards	RESOLVED, that NYSSBA oppose mandates from the State Education Department that require school districts to implement curriculum regarding matters not pertaining to standard academic subjects	Will discuss pros and cons
RESOLUTION 37 Submitted by: Massapequa, Hicksville, Carle Place, and Locust Valley School Boards	ADVOCATE adoption of Parental Rights Legislation. Such legislation will protect parents' fundamental right to direct the upbringing of their children, which includes but is not limited to matters of education, medical care, moral, religious and character training. In addition, parents have the right to be informed about their children's educational programs and should require school districts to promote parental involvement by providing access to curricula and instructional materials, and legally protect a parent's right to withdraw a child from portions of school curriculum.	Support this recommendation to not recommend
RESOLUTION 38 Submitted by: Massapequa, Hicksville, Carle Place, Sachem, and Locust Valley School Boards	ADVOCATE for the reinstatement of the religious or moral objection to immunization.	Support this recommendation to not recommend
RESOLUTION 39 Submitted by: Massapequa, Hicksville, Carle Place, Island Trees, Oyster Bay-East Norwich, and Locust Valley School Boards	RESOLVED, that the New York State School Board Association OPPOSE legislation that would eliminate the Single Occupancy Zoning for localities	Support this recommendation to not recommend

<p>RESOLUTION 40 Submitted by: Massapequa, Hicksville, Carle Place, Oyster Bay- East Norwich, Sachem, and Locust Valley School Boards</p>	<p>RESOLVED, that the New York State School Boards Association, shall oppose ANY legislation or Commissioner regulation that would require any school district or Board of Education to adopt a comprehensive sexuality education for K-12 students.</p>	<p>Support this recommendation to not recommend</p>
<p>RESOLUTION 41 Submitted by: Beacon School Board</p>	<p>RESOLVED, that the New York State School Boards Association supports legislation at the state level that would set limits on the start time for schools, to be no earlier than 8 AM.</p>	<p>Support this recommendation to not recommend</p>
<p>RESOLUTION 42 Submitted by: Sachem School Board</p>	<p>RESOLVED, that the New York State School Boards Association hereby petitions the New York State Education Department and the Commissioner thereof; to modify, or advocate for changes to, any applicable law, rule or regulations and allow local School Districts the autonomy to develop suitable substitute tests in place of the Regents Examinations for those specific children who would otherwise be caused to suffer unnecessary, stress, trauma and anguish at having to take the Regents Examinations; allowing the School District to confer a Local High School Diploma to any such child meeting all other requirements for Graduation</p>	<p>Support this recommendation to not recommend</p>
<p>RESOLUTION 43 Submitted by: Sachem School Board</p>	<p>RESOLVED, that the New York State School Board Association oppose mandates from the State Education Department that require school districts to implement curriculum regarding matters not pertaining to what has traditionally and historically been considered subjects appropriate for public education, or, without penalty or forfeiting of any type whatsoever, including monetary, local Districts can at their sole discretion, opt out of any non-historically or traditionally based educational curriculum required by the Department of Education.</p>	<p>Support this recommendation to not recommend</p>

Steve Montemarano responded that he reviewed has no feedback on these proposed resolutions

9. New Business

9. Review Equity Statement

Equity Statement

Monroe 2-Orleans BOCES is a service organization committed to creating an inclusive, responsive, safe environment and promoting a sense of belonging that allows everyone to learn and grow. We are dedicated to embracing kindness, empathy, curiosity, and diversity. Our organization will ensure that communication and decision-making are done respectfully and responsively by honoring the diverse perspectives of all.

10. Personnel and Staffing

1. Resolution to Approve Personnel and Staffing Agenda

10. Personnel and Staffing

2. Resolution to Approve Cleaner and Security Worker substitute rates

11. Bids/Lease Purchases

1. Resolution to Accept Disposal Service Bid
2. Resolution to Accept Cooperative Audio-Visual Equipment Installation Service Bid

BOARD OF COOPERATIVE EDUCATIONAL SERVICES
Second Supervisory District of Monroe and Orleans Counties
3599 Big Ridge Road, Spencerport, NY 14559

BID RECOMMENDATION

DISPOSAL SERVICE

Bid #RFB-2029-22

The following bid was opened on August 26, 2022 at 2:00 P.M.

My recommendation for the award of this contract is as follows:

Waste Management of New York, LLC \$74,217.00

Bids obtained: 10

Bids returned: 1

BID ANALYSIS

The bid for Disposal Service has been recommended for award to the lowest responsive and responsible bidder that met all required bid specifications. The bid is used by our Operation and Maintenance Department to provide garbage and recycling service throughout BOCES 2.

Funds to be provided from the 2022-23 and 2023-24 Operation and Maintenance budget.

August 29, 2022
Date



Director of Procurement

BOARD OF COOPERATIVE EDUCATIONAL SERVICES
Second Supervisory District of Monroe and Orleans Counties
3599 Big Ridge Road, Spencerport, NY 14559

BID RECOMMENDATION

COOPERATIVE AUDIO-VISUAL
EQUIPMENT INSTALLATION SERVICE

Bid #RFB-2028-22

The following bid was opened on August 26, 2022 at 2:00 P.M.

My recommendation for the award of this contract is as follows:

The Smart Guys (Primary Vendor)	\$91,790.00
Bluum USA, Inc. (Secondary Vendor)	Backup vendor as needed

Bids obtained: 12

Bids returned: 3

BID ANALYSIS

The bid for Cooperative Audio-Visual Equipment Installation Service has been recommended for award to the lowest responsive and responsible bidders that met all required specifications. The bid for Cooperative Audio-Visual Equipment Installation Service will be used for installations at BOCES 2 and component School Districts.

Funds to be provided from the 2022-2023 and 2023-2024 CATS budget.

August 29, 2022
Date

Wendy Vergamini

Director of Procurement

12. Executive Officer's Reports
 1. Albany D.S. Report
 2. Local Update

13. Committee Reports

- Labor Relations Committee (J. Abbott, K. Dillon)
- Legislative Committee (K. Dillon, C. Dawson)
- Information Exchange Committee (C. Dawson, C. Phillips)

14. Upcoming Meetings/Calendar Events

September 21	Noon	Labor Relations Committee (DoubleTree Inn)
	4:00 pm	Board Development
	5:30 pm	Board Photos
	6:00 pm	Monroe 2-Orleans BOCES Board Meeting (ESC)
September 22	8:00 am	MCSBA Fall Law Conference (Country Club of Rochester)
September 23	8 am - 4 pm	NYSSBA Board Officer's Academy
October 5	Noon	MCSBA Legislative Committee Meeting (DoubleTree)
	5:45 pm	MCSBA Executive Committee (Location TBD)
October 10		Columbus/Indigenous People's Day (BOCES Closed)
October 11	7:00 pm	Gates Chili Board Meeting (3 Spartan Way, 14624)
October 12	Noon	MCSBA Information Exchange (DoubleTree)
October 13	Noon	Board Officer Agenda Review (RCC)
October 15	7:30 am	MCSBA Finance Conference (TBD)
October 18-22		Board Member Recognition Week
October 19	Noon	MCSBA Labor Relations Committee Meeting (DoubleTree)
	5:15 pm	<i>Audit Committee Meeting (ESC)</i>
	6:00 pm	Monroe 2-Orleans BOCES Board Meeting (ESC)

Special Note: Foundation Celebration – November 19, 2022, 6:00 p.m. Ridgemont Country Club

15. Other Items

16. Executive Session

17. Adjournment