

**This Lease** made the 15<sup>th</sup> day of August 2002, between

Jack and Rose Souza residing at 9 Old Albany Post Road, Ossining, N.Y.  
hereinafter referred to as LANDLORD, and Geoffrey S. Porteus of Hawk Shaw Golf Course  
Const., 19 Broadway, HAWTHORNE, New York 10532  
hereinafter jointly, severally and collectively referred to as TENANT.

**Witnesseth**, that the Landlord hereby leases to the Tenant, and the Tenant hereby hires and takes  
from the Landlord a two-bay garage and yard located at 9 Old Albany Post  
Road in Ossining, New York  
in the building known as

to be used and occupied by the Tenant for the purpose of storing construction equipment  
and related uses

and for no other purpose, for a term to commence on \_\_\_\_\_, and to end

on \_\_\_\_\_, unless sooner terminated as hereinafter provided, at the ANNUAL RENT of  
Thirty-Six Thousand Dollars (\$36,000.00) or \$3,000.00 per month

all payable in equal monthly instalments in advance on the first day of each and every calendar month during said term,  
except the first instalment, which shall be paid upon the execution hereof.

**THE TENANT JOINTLY AND SEVERALLY COVENANTS:**

**FIRST.**—That the Tenant will pay the rent as above provided.

**SECOND.**—That, throughout said term the Tenant will take good care of the demised premises, fixtures and appur-  
tenances, and all alterations, additions and improvements to either; make all repairs in and about the same necessary to  
preserve them in good order and condition, which repairs shall be, in quality and class, equal to the original work; promptly  
pay the expense of such repairs; suffer no waste or injury; give prompt notice to the Landlord of any fire that may  
occur; execute and comply with all laws, rules, orders, ordinances and regulations at any time issued or in force (except  
those requiring structural alterations), applicable to the demised premises or to the Tenant's occupation thereof, of the  
Federal, State and Local Governments, and of each and every department, bureau and official thereof, and  
of the New York Board of Fire Underwriters; permit at all times during usual business hours, the Landlord and repre-  
sentatives of the Landlord to enter the demised premises for the purpose of inspection, and to exhibit them for purposes  
of sale or rental; suffer the Landlord to make repairs and improvements to all parts of the building, and to comply with  
all orders and requirements of governmental authority applicable to said building or to any occupation thereof; suffer the  
Landlord to erect, use, maintain, repair and replace pipes and conduits in the demised premises and to the floors above and  
below; forever indemnify and save harmless the Landlord for and against any and all liability, penalties, damages, expenses  
and judgments arising from injury during said term to person or property of any nature, occasioned wholly or in part by  
any act or acts, omission or omissions of the Tenant, or of the employees, guests, agents, assigns or undertenants of the  
Tenant and also for any matter or thing growing out of the occupation of the demised premises or of the streets, sidewalks  
or vaults adjacent thereto; permit, during the six months next prior to the expiration of the term the usual notice "To Let"  
to be placed and to remain unmolested in a conspicuous place upon the exterior of the demised premises; repair, at or  
before the end of the term, all injury done by the installation or removal of furniture and property; and at the end of the  
term, to quit and surrender the demised premises with all alterations, additions and improvements in good order and  
condition.

**THIRD.**—That the Tenant will not disfigure or deface any part of the building, or suffer the same to be done, except  
so far as may be necessary to affix such trade fixtures as are herein consented to by the Landlord; the Tenant will not  
obstruct, or permit the obstruction of the street or the sidewalk adjacent thereto; will not do anything, or suffer anything  
to be done upon the demised premises which will increase the rate of fire insurance upon the building or any of its con-  
tents, or be liable to cause structural injury to said building; will not permit the accumulation of waste or refuse matter,  
and will not, without the written consent of the Landlord first obtained in each case, either sell, assign, mortgage or transfer  
this lease, underlet the demised premises or any part thereof, permit the same or any part thereof to be occupied by  
anybody other than the Tenant and the Tenant's employees, make any alterations in the demised premises, use the  
demised premises or any part thereof for any purpose other than the one first above stipulated, or for any purpose  
deemed extra hazardous on account of fire risk, nor in violation of any law or ordinance. That the Tenant will not obstruct  
or permit the obstruction of the light, halls, stairway or entrances to the building, and will not erect or inscribe any sign,  
signals or advertisements unless and until the style and location thereof have been approved by the Landlord; and if any  
be erected or inscribed without such approval, the Landlord may remove the same. No water cooler, air conditioning unit  
or system or other apparatus shall be installed or used without the prior written consent of Landlord.

**IT IS MUTUALLY COVENANTED AND AGREED, THAT**

**FOURTH.**—If the demised premises shall be partially damaged by fire or other cause without the fault or neglect of Tenant,  
Tenant's servants, employees, agents, visitors or licensees, the damages shall be repaired by and at the expense of Landlord and the  
rent until such repairs shall be made shall be apportioned according to the part of the demised premises which is usable by Tenant. But  
if such partial damage is due to the fault or neglect of Tenant, Tenant's servants, employees, agents, visitors or licensees, without



of water, as said when bills therefor are rendered. If the demised premises, or any part thereof, be supplied with water through a meter which supplies other premises, the Tenant will pay to the Landlord, as and when bills are rendered therefor, the Tenant's proportionate part of all charges which the municipality or water supply company shall make for all water consumed through said meter, as indicated by said meter. Such proportionate part shall be fixed by apportioning the respective charge according to the period of the respective charges, taking into account the period that each part of such area was occupied. Tenant agrees to pay as additional rent the Tenant's proportionate part, determined as aforesaid, of the sewer rent or charge imposed or assessed upon the building of which the premises are a part.

**TWENTY-FIFTH.**—That the Tenant will purchase from the Landlord, if the Landlord shall so desire, all electric current that the Tenant requires at the demised premises, and will pay the Landlord for the same, as the amount of consumption shall be indicated by the meter furnished hereafter. The price for said current shall be the same as that charged for consumption similar to that of the Tenant by the company supplying electricity in the same community. Payments shall be due as and when bills shall be rendered. The Tenant shall comply with like rules, regulations and contract provisions as those prescribed by said company for a consumption similar to that of the Tenant.

**TWENTY-SIXTH.**—If there now is or shall be installed in said building a "sprinkler system" the Tenant agrees to keep the appliances thereto in the demised premises in repair and good working condition, and if the New York Board of Fire Underwriters or the New York Fire Insurance Exchange or any bureau, department or official of the State or local government requires or recommends that any changes, modifications, alterations or additional sprinkler heads or other equipment be made or supplied by reason of the Tenant's business, or the location of partitions, trade fixtures, or other contents of the demised premises, or if such changes, modifications, alterations, additional sprinkler heads or other equipment in the demised premises are necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate as fixed by said exchange, or by any Fire Insurance Company, the Tenant will at the Tenant's own expense, promptly make and supply such changes, modifications, alterations, additional sprinkler heads or other equipment. As additional rent hereunder the Tenant will pay to the Landlord, annually in advance, throughout the term \$....., toward the contract price for sprinkler supervisory service.

**TWENTY-SEVENTH.**—The sum of one month's security or Three Thousand---- Dollars is deposited by the Tenant herein with the Landlord herein as security for the faithful performance of all the covenants and conditions of the lease by the said Tenant. If the Tenant faithfully performs all the covenants and conditions on his part to be performed, then the sum deposited shall be returned to said Tenant.

**TWENTY-EIGHTH.**—This lease is granted and accepted on the especially understood and agreed condition that the Tenant will conduct his business in such a manner, both as regards noise and kindred nuisances, as will in no wise interfere with, annoy, or disturb any other tenants, in the conduct of their several businesses, or the landlord in the management of the building; under penalty of forfeiture of this lease and consequential damages.

**TWENTY-NINTH.**—The Landlord hereby recognizes who negotiated and consummated this lease with the Tenant herein and agrees that if, as, and when the Tenant exercises the option, if any, contained herein to renew this lease, or to exercise the option, if any, contained therein to cancel this lease, the Landlord will pay to said broker a further commission in accordance with the rules and commission rates of the Real Estate Board in the community. A sale, transfer, or other disposition of the Landlord's interest in said lease shall not operate to defeat the Landlord's obligation to pay the said commission to the said broker. The Tenant herein hereby represents to the Landlord that the said broker is the sole and only broker who negotiated and consummated this lease with the Tenant.

**THIRTIETH.**—The Tenant agrees that it will not require, permit, suffer, nor allow the cleaning of any window, or windows, in the demised premises from the outside (within the meaning of Section 202 of the Labor Law) unless the equipment and safety devices required by law, ordinance, regulation or rule, including, without limitation, Section 202 of the New York Labor Law, are provided and used, and unless the rules, or any supplemental rules of the Industrial Board of the State of New York are fully complied with; and the Tenant hereby agrees to indemnify the Landlord, Owner, Agent, Manager and/or Superintendent, as a result of the Tenant's requiring, permitting, suffering, or allowing any window, or windows in the demised premises to be cleaned from the outside in violation of the requirements of the aforesaid laws, ordinances, regulations and/or rules.

**THIRTY-FIRST.**—The invalidity or unenforceability of any provision of this lease shall in no way affect the validity or enforceability of any other provision hereof.

**THIRTY-SECOND.**—In order to avoid delay, this lease has been prepared and submitted to the Tenant for signature with the understanding that it shall not bind the Landlord unless and until it is executed and delivered by the Landlord.

**THIRTY-THIRD.**—The Tenant will keep clean and polished all metal, trim, marble and stonework which are a part of the exterior of the premises, using such materials and methods as the Landlord may direct, and if the Tenant shall fail to comply with the provisions of this paragraph, the Landlord may cause such work to be done at the expense of the Tenant.

**THIRTY-FOURTH.**—The Landlord shall replace at the expense of the Tenant any and all broken glass in the skylights, doors and walls in and about the demised premises. The Landlord may insure and keep insured all plate glass in the skylights, doors and walls in the demised premises, for and in the name of the Landlord and bills for the premiums therefor shall be rendered by the Landlord to the Tenant at such times as the Landlord may elect, and shall be due from and payable by the Tenant when rendered, and the amount thereof shall be deemed to be, and shall be paid as, additional rent.

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

#### THE LANDLORD COVENANTS

**FIRST.**—That if and so long as the Tenant pays the rent and "additional rent" reserved hereby, and performs and observes the covenants and provisions hereof, the Tenant shall quietly enjoy the demised premises, subject, however, to the terms of this lease, and to the mortgages above mentioned, provided however, that this covenant shall be conditioned upon the retention of title to the premises by Landlord.

**SECOND.**—Subject to the provisions of Paragraph "Fourteenth" above the Landlord will furnish the following respective services: (a) Elevator service, if the building shall contain an elevator or elevators, on all days except Sundays and holidays, from A.M. to P.M. and on Saturdays from A.M. to P.M.; (b) Heat, during the same hours on the same days in the cold season in each year.

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

In Witness Whereof, the Landlord and Tenant have respectively signed and sealed these presents the day and year first above written.

IN PRESENCE OF:

Jack Souza

[L. S.]

Landlord

Rose Souza

Landlord

Geoffrey S. Porteus

[L. S.]

Tenant



RIDER TO LEASE BETWEEN GEOFFREY S. PORTEUS and  
JACK AND ROSE SOUZA FOR GARAGE AND YARD SPACE

\*       \*       \*       \*       \*

1. Tenant to be responsible for disposal of waste oil in tank.
2. Tenant to install a door between pit bay and two-bay garage with glass window and install a new lock.
3. Any alterations to be paid and responsibility of tenant.
4. Reasonable hours will be maintained for the comfort of upstairs tenant.
5. ~~Tenant to pay share of Con Edison utility bill at a cost average of and above April, May and June billing of 2002.~~
6. Tenant will be responsible for heating fuel supplied to garage and the cost incurred for same.
7. The diesel fuel in tank will be measured when tenant assumes lease and tenant will pay landlord at the rate it was purchased.
8. The Town of Ossining's sanitation schedule is Tuesday and Friday normally by 10 a.m. pickup and normal garbage should be placed at curbside when exiting driveway on the left.
9. Reasonable safe speed should be practiced by tenant and his employees upon entering and exiting property.
10. The tenant will forever indemnify and save harmless the landlord for and against any and all liability, penalties, damages, expenses and judgements arising from injury during said term to person or property of any nature, occasioned wholly or in part by any act or acts, omission or omissions of the tenant or of the employees, guests, agents assignees, of the tenants and also for any matter or thing growing out of the occupation of the demised premises or areas adjacent thereto. The tenant may insure the liability hereunder by including the landlord as an additional insured on the tenant's liability policy. A copy of which shall be provided to landlord before occupying the premises.



(Rider continued)

11. No alteration will be done without written notice to the landlord and approval by landlord.

12. The tenant shall pay the rent on the first of each month. If rent is not paid within fifteen (15) days, it will be subject to a late charge of \$100.00. Any legal fees incurred will be the tenant's responsibility.

13. The tenant shall not have the right to assign or sublet this lease without the written approval of the landlord.


14. The tenant shall accept the premises in its present condition. The landlord is not required to perform any repairs, install any fixtures or do any other preparation.

Jack and Rose Souza

Landlord: 

Landlord: 

Date: 8-1-02

Tenant: 

Geoffrey S. Porteus

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Rec'd ck #2725 one month security + one month's rent  
Dep. M & T Bank 8/8/02