

This Lease made the 19th day of DECEMBER 2011

Rose and Jack Souza

hereinafter referred to as LANDLORD, and REMUS INDUSTRIES, LLC/
10 VALLEY PLACE, LAREHMONT, NY. 10538 ROBERT R. LEGGIO
(914-636-3620

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, adjacent parking area located at 9 Old Albany Post Road, Ossining, New York 10562 in the building known as

to be used and occupied by the Tenant

For the purpose of storing construction equipment and related

and for no other purpose, for a term to commence on DECEMBER 19th, 2011

and to end

unless sooner terminated as hereinafter provided, at the ANNUAL RENT of TWENTY-FOUR THORSAND DOLLARS (\$24,000.0) or \$2,000.00 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.

REPAIRS

ORDINANCES AND VIOLATIONS

ENTRY

INDEMNIFY

INJURY SURRENDER

NEGATIVE COVENANTS

OBSTRUCTION SIGNS

CONDITIONING

SECOND.—That, throughout said term the Tenant will take good care of the demised premises, fixtures and appurtenances, 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, ordens 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 Frederal, State and Local Governments, and of each and every department, bureau and official thereof, and sentiatives 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 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, assigns or undertenants of the any act or acts, omission or omissions of the Tenant, or of the employees, guests, agents, assigns or undertenants of the any act or acts, omission or omissions of the Tenant, or of the employees, guests, agents, assigns or other term, to the before the end of the t

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 contents, 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 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 made shall be apportioned according to the part of the demised premises which is usable by Tenant. But

- 14. The tenant will 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 partr by any 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 additional insured on the tenant's liability policy. A copy of which shall be provided to landlord before occupying premises.
- 15. No alteration will be done without written notice to the landlord and approval of landlord.
- 16. The tenant shall pay the rent on the first of each month. If rent is not paid within (15) days, it will be subject to a late charge of \$100.00. Any legal fees incurred will be the tenant's responsibility.
- 17. The tenant shall not have the right to assign or sub-let this lease without written approval of the landlord.
- 18. 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.

Landlord:

Jack Souza

Landlord

Rose Souza

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## RIDER TO LEASE AGREEMENT OF COMMERCIAL SPACE FOR RENT

- 1. Tenant to be responsible for disposal of waste oil in above-ground tank.
- Monthly rent expected on the first of each month. If rent is not paid within (15) days, it will be subject to a late charge of \$100.00. Any legal fees incurred will be the tenant's responsibility.
- 3. One month's security required upon signing of lease.
- 4. Rental usable space consists of the two-bay garage and the outside adjacent yard area including a small truck body used for storage.
- 5. Electric and water will be the sole responsibility of owner (landlord).
- 6. The heating fuel for the garage will be the financial responsibility of tenant. The average temperature to be maintained at 55 degrees during the winter months.
- 7. No painting or welding is allowed inside the garages except for bay with pit.
- No storing of contaminated materials allowed on property on either inside or outside facility.
- Work hours shall be kept reasonable such as 9 p.m. unless emergency situations arise.
- 10. No storage of gasoline products will be allowed inside garages.
- 11. The Town of Ossining's sanitation schedule is Tuesdays and Fridays before 10 a.m. in addition to once a month bulk pickup dates. An annual schedule of specific dates will be given to tenant for his information. Usually the second or third Wednesday at curbside.
- 12. Reasonable safe speed should be practiced by tenant and his employees upon entering and exiting property with vehicles.
- 13. The tenant shall not have the right to assign or sublet the lease without the approval of the landlord.