



**Genesee Gateway Local Development Corp.
Meeting Agenda**

Thursday, March 26, 2020

Location: Electronically via conference call.

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- 1.0 Call to Order 5:15pm**
Because of the Novel Coronavirus (COVID-19) Emergency and State and Federal bans on large meetings or gatherings and pursuant to Governor Cuomo’s Executive Order 202.1 issued on March 12, 2020 suspending the Open Meetings Law, the Genesee Gateway Local Development Corporation (the “Agency”) this Meeting is being held electronically via conference call instead of a public meeting open for the public to attend in person.
- 2.0 Chairman’s Report and Activities 5:15pm**
 - 2.1 Upcoming Meetings:
Next Scheduled Board Meeting: Thursday, May 7th at 4:00 p.m.
Audit & Finance Committee Meeting: Tuesday, May 5th at 8:30 a.m.
Governance & Nominating Committee Meeting: Thursday, May 7th at 3:00 p.m.
 - 2.2 Agenda Additions/ Deletions / Other Business ****Vote**
- 3.0 Report of Management 5:20pm**
 - 3.1 Nothing at this time.
- 4.0 Audit & Finance Committee – D. Cunningham 5:20pm**
 - 4.1 12/31/19 Audit ****Vote**
 - 4.2 Greater Batavia / Genesee County C-19 Disaster Low Interest Loan Fund ****Vote**
 - 4.3 MedTech Centre Building Lease ****Vote**
 - 4.4 Deferral & Extension of Loans ****Vote**
- 5.0 Governance & Nominating Committee – S. Noble-Moag 5:50pm**
 - 5.1 Nothing at this time.
- 6.0 Other Business 5:50pm**
 - 6.1 Nothing at this time.
- 7.0 Adjournment 5:50pm**

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4-31
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POLICY [Proposal-Draft]

Greater Batavia/Genesee County C-19 Disaster Low Interest Loan Fund

Purpose: A low interest loan fund to support area businesses experiencing economic injury resultant from the Covid-19 disaster (pandemic).

Related Purpose: To support local placemaking, business and job retention efforts for main street and other commercial type businesses throughout our central business districts and community-wide.

Funded by: Strategic Investment funds from Genesee County EDC's affiliate, Genesee Gateway Local Development Corporation (GGLDC)

Policy Authorization including loan committee decision making authorization: GGLDC board of directors

Loan Committee/loan approvals: GGLDC Audit & Finance Committee

Marketed by: GCEDC, Genesee County Chamber, Batavia Development Corp.

Administered by: GCEDC Finance

Revitalization Fund: \$250,000 (re-direct from Batavia Micro Loan Fund)

Eligible Businesses: main street type businesses that sell goods and services to the general public including bars/restaurants, theaters (movie/performing arts), gym/fitness centers, amusement centers and businesses impacted by Governor Cuomo's Executive Orders requiring shut down for public safety purposes. Other commercial businesses that can demonstrate economic injury associated with the pandemic across the community will be considered subject to funds availability.

Key Decision Criteria tied to the pandemic:

- Demonstration of economic injury related to revenue losses and the potential inability to meet financial obligations including paying ordinary and necessary operating expenses.

- Demonstration by the business that with an approved loan that the business will be able to remain operational and maintain agreed upon levels of employment for the period of payment deferral.
- Demonstration/attestation that funding is unavailable from commercial lending sources (banks, financial institutions et. al.).

Program Elements:

1. Minimum Loan: \$5,000
2. Maximum Loan: \$25,000
3. Interest Rate: 3.75% fixed
4. Deferral: up to 6 months no payment, interest accrues
5. Amortization period (term): 5 to 7 years
6. Application Fee: \$200 (refundable if loan not approved)
7. Origination Fee: normally 2% but waived given the circumstances and for the purposes of this loan fund; client will be responsible for legal costs associated with this transaction.
8. Preference area: main street type businesses community-wide directly impacted by shut down orders of New York State (executive order).
9. Collateral: none required
10. Personal Guarantees: Yes
11. Required documentation:
 - a. Application
 - b. Most recent financials (un-audited)
 - c. Prior year tax return (2019 preferred)
 - d. Next 6 months cash flow / burn rate projection
12. Application Process:
 - a. Application (simple) plus required documentation (above)
 - b. Staff application evaluation, funding recommendations
 - c. Audit & Finance committee decisioning
 - d. Closing:
 - i. Promissory note with personal guarantee/signed
 - ii. Loan proceeds issuance (check)

Proposed lease agreement for Upstate Medtech Centre

Discussion: Adecco USA, Inc. is looking to lease the remaining 820 square feet in the Upstate MedTech Centre. This will fully lease out the building. The GGLDC prepared a lease agreement, as reviewed by Harris Beach, and sent over to Adecco. The redline version in your packet is what Adecco sent back with their requested changes. Key terms are as follows:

1. Base rent of \$15 per sq. ft. plus CAM charges
2. 3% commission to be paid to Cushman & Wakefield over the term of the lease
3. The term is for 3 years, with a renewable 3 year option
4. Adecco is responsible for making any improvements to the space to fit their use, with Landlord approval
5. They removed the security deposit requirement, all other tenants have made security deposits, is the committee comfortable waiving this for them?

Fund commitment: None.

Board action request: Approval of Lease agreement with Adecco, USA, Inc.

GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION,

As Landlord

and

ADECCO USA, INC.

As Tenant

LEASE AGREEMENT

Dated: April 1, 2020

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Exhibit A - Site Plan - Property
Exhibit B - Leased Premises (Drawing)
Exhibit C - Rules and Regulations

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into as of April 1, 2020, by and between GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION, a New York not-for-profit corporation, having its principal office at 99 MedTech Drive, Batavia, New York 14020 ("Landlord"), and ADECCO USA, INC., a New York State Corporation, organized and existing under and by virtue of the laws of the State of New York, with an address at 99 MedTech Drive, Batavia, New York 14020 ("Tenant").

RECITALS:

A. Landlord owns and is developing an approximately 34 acre business park currently known as the "Upstate Med & Tech Park" located on MedTech Drive, in the Town of Batavia, New York ("Business Park").

B. Landlord developed an approximately 43,000 square foot building ("Building") located in that portion of the Business Park shown on Exhibit A attached hereto and made a part hereof ("Property").

C. Landlord desires to lease to Tenant and Tenant desires to lease from Landlord the square feet of the Building specified herein on the terms and conditions set forth herein.

D. The Property and/or other portions of the Business Park are or may be, from time to time, subject to one or more mortgages in favor of one or more mortgagees (individually, a "Mortgagee" and collectively, "Mortgagees") to secure payment of certain indebtedness of Landlord.

NOW, THEREFORE, in consideration of the foregoing and of the representations and agreements contained in this Lease Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Leased Premises. (a) Landlord hereby leases to Tenant and Tenant leases from Landlord no less than 820 rentable square feet located in the Building, as shown on Exhibit B attached hereto and made a part hereof upon the terms and conditions set forth in this Lease Agreement (the "Leased Premises").

(b) Subject to the terms of this Lease Agreement, Landlord agrees to allow the Tenant to make some improvements (paint, carpeting) to the Leased Premises in accordance with Exhibit C attached hereto and made a part hereof (the "Tenant Improvements") with approval of all plans by Landlord prior to commencement of work. The cost of the Tenant Improvements is the responsibility of the Tenant.

(c) Upon mutual execution and unconditional delivery of this Lease by each of the parties hereto, Tenant shall be allowed access (or its agents) to construct the Tenant

Improvements. All buildings and improvements erected by Tenant shall be constructed of good materials and erected in a good and workmanlike manner. Landlord agrees to comply with and to require Tenant's contractors to comply with all applicable federal, state and local laws, ordinances, codes, regulations and directions relating to construction of such building and improvements, including without limitation, the employment, conditions of employment and hours of labor in connection with any construction, alteration or repair work done by or for Tenant on or about the Property during the term of the Lease.

2. Term. The term ("Term") of this Lease Agreement shall be for three (3) years with a renewable additional three (3) year option, which shall commence the date of this lease agreement. The additional three (3) year option renewable request must be submitted by the Tenant to the Landlord no less than 90 days prior to the expiration of the original three (3) year lease term

3. Use. Subject to the provisions of Section 40 of this Lease, Tenant shall occupy, use and operate the Leased Premises only for the purpose of commercial office space and for no other purposes.

Tenant shall not use or allow the Leased Premises or any part thereof to be used or occupied for an unlawful purpose or in violation of any certificate of occupancy, temporary or otherwise, restrictions or regulations affecting the Leased Premises or in any manner which may constitute a nuisance, public or private, or make void or voidable any insurance then in force with respect thereto. Tenant shall conduct its operations in compliance with all applicable federal, state and local laws, ordinances, rules, regulations or orders related to Hazardous Substances (as defined in Section 12 hereof) and shall at all times keep the Leased Premises free and clear of any and all unpermitted or unauthorized Hazardous Substances.

Tenant shall at its own cost and expense promptly observe and comply with all laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, county, municipal or town governments and of all governmental authorities affecting its occupancy of and conduct of its business at the Leased Premises, whether the same are in force at the commencement of the Term of this Lease Agreement or may be in the future passed, enacted or directed.

4. Rent.

(a) As used herein, a Lease Year shall be each twelve month period from January 1 through December 31 during the Term of this Lease Agreement.

(b) Tenant covenants and agrees to pay to Landlord as base rent ("Base Rent"), starting on the Commencement Date, a sum calculated during each Lease Year during the Term on the basis of ~~\$16.70~~15.00 per square foot of (i) the Leased Premises (820 square feet), plus (ii) subject to adjustment as provided in Subsection 4(c) and Subsection 5(b) below, plus (iii) \$3.50 per square foot of the Leased Premises (820 square feet) as the Operating Expense Portion of Base Rent, is subject to adjustment as provided in Subsection 4(c) and Subsection 5(b). The Base Rent, which includes the Operating Expense Portion of Base Rent, shall be payable in equal monthly installments in advance without notice, demand, offset or

deduction on the first day of each month of the Term; provided that the Base Rent for the first two months of the Term shall be payable on the date of execution by Tenant of this Lease Agreement.

(c) No payment by Tenant or receipt by Landlord of a lesser amount than that provided herein shall be deemed to be other than on account of the earliest stipulated rent; nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided herein.

(d) Any installment of the Base Rent or any additional rent or other sum payable under this lease Agreement not received within ten (10) days after it is due shall be subject to a late charge of two percent (2%) of such installment.

(e) In the event that the Term commences after the first day of a month, or expires prior to the last day of a month, the Base Rent for such month shall be prorated.

(f) Except as expressly provided in this Lease Agreement, Tenant shall not make any prepayment of the Base Rent.

(g) Any references in this Lease Agreement to "rent" shall mean Base Rent, any additional rent and any other sums payable by Tenant under the terms of this Lease Agreement.

5. Tenant's Pro Rata Share of Taxes, Insurance, Operating, Maintenance and Other Expenses.

(a) A portion of the Base Rent to be paid by Tenant pursuant to Section 4 will include Tenant's pro rata share of (i) all state and local real estate taxes, special district charges and assessments, and payments in lieu thereof, if any, and all other charges and assessments imposed upon the Property, (ii) premiums for fire, casualty, rent and liability insurance maintained by Landlord pursuant to Section 13(c) hereof, and (iii) for the maintenance services, repairs and replacements provided for in Section 6, the interior cleaning and janitorial services provided for in Section 8 and all other operating, management, maintenance and other expenses incurred by Landlord with respect to the Property and the Business Park including, without limitation, common area utilities and Building security (collectively, the "Enumerated Items").

(b) The Operating Expense Portion of Base Rent may be increased by Landlord for any Lease Year to reflect any increase in the actual costs of the Enumerated Items in the current or any prior Lease Year, and/or any anticipated increases of the Enumerated Items in the current or any future Lease Year. In the event of any such increase, Landlord shall provide Tenant with a written explanation detailing such increase.

(c) Landlord agrees to apply for and diligently pursue all applicable Town, County and State real property tax abatement programs for the Building.

6. Landlord's Services. Landlord shall, during the Term of this Lease Agreement, provide repairs to and replacements to the foundation, roof and load bearing walls of the Building, of components of the heating, plumbing, water, electrical, sprinkler and air conditioning systems and any other repairs to the Building, all of which are needed in the reasonable judgment of Landlord unless caused by the misuse or negligence of Tenant, its employees or invitees. In addition, Landlord shall provide snow plowing and sidewalk clearing, parking lot lighting, striping and maintenance, landscaping lawn care, maintenance of Building exterior and signs (other than signs installed by Tenant); and cleaning and maintenance of common hallways, walks, restrooms and other common areas. Landlord shall provide signage on the parking lot directory and the lobby directory as to the location of the Tenant within the facility. Landlord shall not be required to perform any services except as specifically set forth herein.

7. Utilities. Landlord shall provide and connect to the Leased Premises (i) heat and air conditioning and (ii) water and electricity customary for office purposes. Such utilities shall be separately metered and paid for by Tenant. Landlord shall not be liable for any failure of a utility company or governmental authority to supply such service or for any loss, damage or injury caused by or related to such service.

8. Maintenance and Repairs. Tenant shall, at its sole expense, be responsible for maintaining the Leased Premises in a good, orderly and clean condition; provided, however, Landlord shall provide a dumpster for office type uses only by Tenant and other Building tenants and shall arrange and pay for cleaning and janitorial services for the common areas of the Building in accordance with the quality of such services offered in similar buildings in the area. Tenant shall also repair, at its sole expense to the extent not covered by insurance and to the satisfaction of Landlord, any damage to the Business Park, the Property, the Leased Premises, the Building or any appurtenances thereto caused by the misuse or negligence of Tenant, its employees or invitees. Whenever glass is broken due to the misuse or negligence of Tenant, its employees or invitees, Tenant agrees to replace all broken glass with glass of the same size and quality of that broken at its sole expense to the extent not covered by insurance. Landlord shall provide all other repairs and maintenance. If Landlord does not commence to make any necessary repairs for which Landlord is responsible within thirty (30) days after Landlord has knowledge thereof, and if Landlord does not complete such repairs within a reasonable time thereafter, Tenant, upon giving at least thirty (30) days written notice to Landlord, may make such repairs and charge Landlord the cost thereof or, at Tenant's option set off any such obligations of Landlord against the Base Rent or any additional rent due hereunder. Except as permitted by the terms of this Lease, Tenant shall not be entitled to any partial or total abatement of rent for periods during which repairs are required to be made, whether such repairs are the responsibility of Landlord or Tenant.

9. Access to the Leased Premises. Tenant agrees that Landlord shall have such rights to enter upon the Leased Premises (during normal business hours and upon giving Tenant reasonable advance notice), including rights of ingress and egress, as shall be necessary to enable it to exercise its powers, rights, duties and obligations as set forth in this Lease Agreement. Landlord shall further have the right to enter into and grant licensees the right to enter the Leased Premises during Tenant's normal business hours, or in the case of a bona fide emergency at any time, upon reasonable notice to Tenant under the circumstances, for any

purpose which Landlord may deem necessary, including, without limitation, for making structural repairs to the Building or the Leased Premises or any other repairs for which Landlord is responsible, or for the last nine (9) months of the term of this Lease only, tenants.

10. Quiet Enjoyment. Landlord covenants that so long as Tenant is not in default hereunder, it shall and may peaceably and quietly have, hold and enjoy the Leased Premises during the term of this Lease Agreement and any renewal or extension hereof.

11. Alterations. Tenant shall make no alterations, additions or improvements in or to the Leased Premises, except as expressly provided for in this section, without Landlord's prior written consent. In the event that Landlord consents to any alterations, additions or improvements, Landlord shall furnish to Tenant at the time of delivering the consent a listing of all of Landlord's requirements with respect to construction. Any such alterations, additions or improvements shall be made at Tenant's sole expense.

Tenant has no authority or power to cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to be attached to or be placed upon the Leased Premises or the Property, and any and all liens and encumbrances created by Tenant shall be attached only to its interest in the Leased Premises. Any lien or claim of lien filed against the Leased Premises for work claimed to have been done for, or for materials claimed to have been furnished to, Tenant shall, within thirty (30) days thereafter, be discharged by Tenant, or, at the discretion of Tenant, be bonded pursuant to the New York Lien Law, at Tenant's expense (but only if permitted by any mortgages which may encumber the Property). If Tenant fails to discharge (or, if permitted, bond) any such liens, then Landlord may, at its option, bond or discharge such lien, and the costs incurred by it in such discharge or bonding shall be due from Tenant on demand and shall bear interest at the lesser of (a) three percent (3%) in excess of the Prime Rate as published from time to time in The Wall Street Journal or comparable publication or (b) the maximum rate of interest permitted by applicable law (the "Default Rate").

12. Liability. Tenant shall defend, indemnify and hold harmless Landlord and shareholders, members, agents, affiliates, employees and assignees (collectively, "Landlord's Parties") from and against all causes of action, claims, damages, losses and expenses, including reasonable attorneys' fees, resulting from or arising out of bodily injury or death, or damage to or destruction of property, in connection with Tenant's use or occupancy of the Leased Premises, whether the same be asserted by third parties, Tenant or Tenant's agents, contractors, employees, invitees or licensees, except to the extent caused or contributed to by Landlord's or any Landlord's Parties' negligence or willful misconduct.

Landlord shall defend, indemnify and hold harmless Tenant and its shareholders, members, agents, affiliates, employees and assignees (collectively, "Tenant's Parties") from and against all causes of action, claims, damages, losses and expenses, including reasonable attorneys' fees, resulting from or arising out of bodily injury or death, or damage to or destruction of property, in connection with Landlord's activities at the Business Park, Building, and/or Demised Premises, whether the same be asserted by third parties, Landlord or Landlord's agents, contractors, employees, invitees or licensees, except to the extent caused or contributed to by Tenant's or any Tenant's Parties' negligence or willful misconduct.

In addition, except to the extent caused or contributed to by Landlord's or any Landlord's Parties' negligence or willful misconduct, Tenant shall indemnify and hold Landlord harmless against any and all claims, expenses, demands, losses, costs, fines or liabilities of whatever kind or nature (including, without limitation, arising from personal injury, death or property damage) in any way related to or arising out of:

(a) the Tenant's storage, use, manufacture or presence of any unpermitted Hazardous Substances (as hereinafter defined) on the Leased Premises;

(b) the performance by Tenant of any inspection, investigation, study, sampling, testing, removal, containment or other remedial action or other cleanup related to Hazardous Substances; and

(c) the failure by Tenant to conform with any applicable federal, state or local law, rule, regulation or order related to Hazardous Substances.

"Hazardous Substances" shall mean, without limitation, flammables, explosives, radioactive materials, radon, asbestos, urea formaldehyde foam insulation, lead-based paint, polychlorinated biphenyls, oil, petroleum or petroleum based or related substances, hydrocarbons or like substances and their additives or constituents, methane, solid wastes, refuse, garbage, construction debris, rubble, hazardous materials, hazardous wastes, toxic substances or related materials, and including without limitation, substances now or hereafter defined as "hazardous substances", "hazardous materials", "toxic substances", "hazardous wastes" or "harmful" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 6901, et seq.), the Hazardous Materials Transportation Act, as amended (40 U.S.C. § 1801, et seq.), the Resource Conservation and Recovery Act, as amended (41 U.S.C. § 6901 et seq.), the Clean Air Act (42 U.S.C. § 7401, et seq.), the Rivers and Harbors Appropriations Act (33 U.S.C. § 401-413), the Clean Water Act (33 U.S.C. § 1251, et seq.), and in the regulations promulgated pursuant thereto, and any other applicable federal, state or local law, common law, code, rule, regulation, order, policy or ordinance, presently in effect or hereafter enacted, promulgated or implemented ("Hazardous Substance Laws").

With respect to both the Property and the Leased Premises, Landlord represents and warrants to Tenant:

(a) To Landlord's actual knowledge, (i) Landlord has no actual knowledge and has received no written notice of any pollution, health, safety, fire, environmental, sewerage or building code violation, asbestos, PCBs, PCB articles, PCB containers, PCB article containers, PCB equipment, PCB transformers or PCB-contaminated electrical equipment, as those terms are defined in any Hazardous Substance Laws (as that term is defined in this Section); (ii) the Project nor the ground under or about the project is contaminated with or contains any hazardous or toxic substance, pollutant, contaminants, or petroleum, including crude oil or any fraction of them, or contains any underground storage tank; (iii) the Project has never been, nor is it currently used, for the generation, transportation, treatment, storage, or disposal of hazardous or toxic substances, pollutants, contaminants, or petroleum, including crude oil or any fraction thereof; (iv) the Project does not contain any conditions that could result in recovery by any governmental or private party of remedial or removal costs, natural resource damages, property

damages, damages for personal injuries, or other costs, expenses, or damages or could result in injunctive relief of any kind arising from any alleged injury or threat of injury; and (v) the Project is not subject to investigation, nor is it currently in administrative or judicial litigation regarding any environmental condition, such as alleged noncompliance or alleged contamination.

(b) To Landlord's actual knowledge, (i) no part of the project has been used in connection with hazardous or toxic substances, pollutants, contaminants, or petroleum, including crude oil or any fraction of them, as defined in any of the hazardous substance laws and (ii) no releases of hazardous or toxic substances, pollutants, contaminants, or petroleum, including crude oil or any fraction of them, as such terms are defined under the hazardous substance laws, has occurred from the project into the environment, and no threat of such release exists.

(c) Landlord will indemnify and hold harmless Tenant, its directors, officers, employees, and agents, and any assignees, subtenants, or successors to Tenant's interest in the Premises, their directors, officers, employees, and agents, from and against any and all losses, claims, damages, penalties, and liability, including all out-of-pocket litigation costs and the reasonable fees and expenses of counsel, including without limitation all consequential damages, directly or indirectly arising out of the use, generation, storage, release, or disposal of hazardous materials by Landlord, its agents, or contractors prior to execution of this Lease or at any time after execution, or by any prior owner or operator of the Leased Premises and/or the Property; and from and against the cost of any required repair, cleanup, or detoxification and any closure or other required plans to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person (other than Tenant) on, under, or in the project prior to execution of this Lease. The Landlord's indemnification provisions of this Lease relating to hazardous substances will survive the expiration or earlier termination of this Lease.

(d) If any cleanup, repair, detoxification, or other similar action is required by any governmental or quasi-governmental agency as a result of the storage, release, or disposal of hazardous materials by Landlord, its agents, or contractors, at any time, or by any prior owner, possessor, or operator of any part of the Project, and such action requires that Tenant be closed for business or access be denied for greater than a 24-hour period, then all rent and/or additional rent will be abated entirely during the period beyond 24 hours. If the closure or denial of access persists in excess of 30 days then, at Tenant's election by written notice to Landlord, this Lease will end as of the commencement of such closure.

13. Insurance.

(a) Tenant shall, at its expense, at all times during the term of this Lease Agreement maintain in force a policy or policies of (i) comprehensive public liability insurance, including liability for both bodily injury and property damage, against claims for loss of life, bodily injury and property damage occurring in, on or about the Leased Premises or with respect to the operations of Tenant in the Leased Premises, in which the limit of public liability coverage shall be not less than One Million Dollars (\$1,000,000) for combined single limit bodily injury, death, and property damage liability and (ii) all risks casualty insurance covering property and inventory used or stored at the Leased Premises. Each such policy of insurance shall be written by one or more insurance companies licensed to do business in the State of New

York, shall name Landlord as additional insured and as the certificate holder thereof, with express waivers of subrogation against Landlord, and shall not be cancelable or amendable for any cause without first giving Landlord thirty (30) days' prior written notice. A certificate of said insurance or, at the request of the Landlord, a duplicate original of the policy, shall be delivered to Landlord on or before the Commencement Date, and certificates or, at the request of the Landlord, duplicate originals of the policy with respect to all renewals, extensions or replacements thereof shall thereafter be furnished to Landlord at least ten (10) days prior to the expiration or cancellation of any policies which they replace.

(b) To effectuate the purposes of Section 12, the Tenant will provide for and insure, in the public liability policies required in Section 13(a) hereof, not only its own liability in respect of the matters therein mentioned but also the liability pursuant to Section 12 other than any liability with respect to Hazardous Substances.

(c) Landlord shall maintain during the Term of this Lease Agreement insurance policies providing coverage for (i) all risks casualty insurance for the Building for the full replacement value thereof, (ii) liability of Landlord for personal injury and property damage caused by occurrences on or connected with the Property with a limit of public liability coverage of not less than One Million Dollars (\$1,000,000) for combined single limit bodily injury, death and property damage liabilities, and (iii) loss of rent by Landlord during periods for which rent is abated hereunder because of fire or casualty damage. Landlord's policies shall contain express waivers of subrogation against Tenant.

14. Fire or Other Casualty. In the event that the Leased Premises shall be rendered wholly untenable by fire or other casualty, the Landlord shall be entitled to the proceeds of all applicable insurance maintained by Landlord, and may, at its option, (a) terminate this Lease Agreement by giving Tenant written notice thereof within thirty (30) days from the date of said damage or destruction, or (b) repair or replace the Leased Premises to substantially the same condition as prior to the damage or destruction. If the Landlord fails to commence to repair the damage or destruction within thirty (30) days from the date of such damage or destruction, or if the Leased Premises shall not have been substantially replaced or repaired within two hundred ten (210) days after the date of such damage or destruction, Tenant may at its option, terminate this Lease Agreement by giving written notice to Landlord within fifteen (15) days after Landlord's failure to commence or substantially complete said repairs within the applicable time period. The rent herein required to be paid shall abate during the period of such untenability.

If the Leased Premises shall be damaged in part by fire or other casualty, but still remain partially tenantable, Landlord shall repair the Leased Premises to substantially the same condition as prior to the damage. Landlord shall commence repair of the damage or destruction within sixty (60) days from the date of occurrence. During the period of such repairs and restorations, this Lease Agreement shall continue in full force and effect, and Tenant shall be required to pay the rent herein reserved, abated by the percentage of area of the Leased Premises destroyed as compared to the total area of the Leased Premises.

In the event that any damage or destruction occurs during the last three (3) years of the Term of this Lease to the extent of fifty (50%) percent or more of the insurable value of

the Leased Premises, either Landlord or Tenant may elect to terminate this Lease Agreement by giving notice of such election to the other party within thirty (30) days after such damage or destruction. In such event, Landlord shall receive the proceeds of the Landlord's insurance policies without obligation to rebuild or restore the Leased Premises, and Tenant shall execute any waiver which may be required of it by any insurer or Landlord.

15. Eminent Domain. In the event that all or any portion of the Leased Premises shall be taken by any governmental authority under the exercise of its right of eminent domain or similar right (or by act in lieu thereof), all right, title and interest in and to any award granted (or sums paid in lieu thereof) shall belong entirely to Landlord, and Tenant hereby assigns to Landlord all of its interest, title or claim, if any, in and to such award (or sums paid in lieu thereof), including, but not limited to, any part of such award attributable to Tenant's leasehold interest, if any. In the event of a partial taking, rent shall be reduced as of the date of such taking by an amount which shall equitably reflect the portion of the property taken. If the taking is of such a substantial nature that (a) it includes more than 25% of the square footage of the Leased Premises and (b) Tenant cannot conduct its operations in the Leased Premises, Tenant shall have the option, to be exercised by notice in writing to the Landlord within thirty (30) days after such taking, of terminating this Lease Agreement, or, if such taking be total, this Lease Agreement shall terminate upon the taking. In the event that this Lease Agreement is terminated pursuant to this Section 15, Tenant shall not have any claim against Landlord for the balance of the unexpired term of this Lease Agreement; provided, however, Tenant shall be entitled to make a separate claim directly against the condemning authority for such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of (i) any and all costs or loss (including loss of business) that Tenant incurs in removing Tenant's merchandise, furniture, fixtures, leasehold improvements, and equipment to a new location, (ii) the taking of personal property and fixtures owned by Tenant, (iii) the unamortized portion of any improvements made to the Leased Premises by Tenant at Tenant's sole cost and expense, (iv) any loss of goodwill, and (v) the value of Tenant's leasehold estate.

16. Subordination. As a condition to the effectiveness of the subordination and attornment in this Section 16, Landlord will obtain and deliver to Tenant a reasonably acceptable non-disturbance agreement from the holder of any prior mortgage, lien or other encumbrance on the Property and/or the Building (a "Superior Lien"). The non-disturbance agreement will provide that Tenant will not be disturbed by the holder of the Superior Lien so long as Tenant is in compliance with the terms of this Lease. Upon delivery of the required non-disturbance agreement by the holder of a Superior Lien, this Lease Agreement shall automatically be and be deemed to be subject and subordinate to such Superior Lien.

17. Estoppel Certificate.

(a) Tenant shall, from time to time, upon not less than ten (10) business days' prior written request by Landlord, execute, acknowledge and deliver to Landlord a written estoppel certificate in such form as Landlord may reasonably require, certifying that this Lease Agreement is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), the dates to which the rent and other charges have been paid, whether or not to the best of Tenant's knowledge Landlord is in default hereunder (and if so, specifying the nature of the

default), and such other matters as may be required by Landlord or the holder of any mortgage to which the Leased Premises are subject, it being intended that any such statement delivered pursuant to this Section 17(a) may be relied upon by a prospective purchaser of Landlord's interest or mortgagee of Landlord's interest or assignee of any mortgage or deed of trust upon Landlord's interest in the Leased Premises.

(b) Landlord shall, from time to time, upon not less than ten (10) business days' prior written request by Tenant, execute, acknowledge and deliver to Tenant a written estoppel certificate in such form as Tenant may reasonably require, certifying that this Lease Agreement is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), the dates to which the rent and other charges have been paid, whether or not to the best of Landlord's knowledge Tenant is in default hereunder (and if so, specifying the nature of the default), and such other matters as may be required by Tenant, it being intended that any such statement delivered pursuant to this Section 17(b) may be relied upon by a prospective subtenant or assignee of Tenant's interest in the Leased Premises.

18. Default.

(a) Any one or more of the following events shall constitute an "Event of Default" hereunder:

(i) If any representation or warranty made by Tenant herein shall prove to be false, misleading or incorrect in any material respect as of the date made; or

(ii) If Tenant fails to pay any installment of Base Rent, additional rent, or any other sum due under this Lease Agreement within ten (10) days after written demand by Landlord to Tenant; or

(iii) If Tenant fails to remedy a default by it with respect to any of the other covenants, conditions and agreements contained herein or in any rider, exhibit or other addendum hereto, within thirty (30) days after notice thereof (provided, however, if such default is not capable of being remedied within thirty (30) days, there shall be no Event of Default where Tenant has commenced to remedy such default within thirty (30) days and diligently proceeds to remedy such default); or

(iv) If Tenant abandons the Leased Premises without securing the Leased Premises in a customary manner; or

(v) If a petition in bankruptcy is filed by Tenant or if proceedings under any bankruptcy or debtor's relief law is filed against Tenant, or if Tenant becomes insolvent or admits in writing its inability to pay its debts as they become due, or if proceedings are taken by or against Tenant seeking the appointment of a receiver or similar relief.

(b) In the event of a monetary default, Tenant shall cure said default within five (5) days of receipt of written notice from Landlord. In the event of any non-monetary default by Tenant, Tenant shall cure or commence to cure and diligently conclude said cure, within ten (10) business days of Landlord's written notice of said default. In the event that the default cannot reasonably be cured within said ten (10) business day timeframe, as long as Tenant has diligently commenced to cure said default within ten (10) business days from receipt of notice of default from Landlord, then in such case, Tenant shall not be considered in default by reason of non-compliance of the ten (10) business day timeframe requirement.

(b)(c) If an Event of Default shall ~~occur~~ fail to be cured as stated above, Landlord may, in addition to any other right or rights which Landlord may have, serve a written three (3) days' notice of cancellation of this Lease Agreement upon Tenant, and upon the expiration of said three (3) days, this Lease Agreement and the Term hereunder shall end and expire as fully and completely as if the date of expiration of such three (3) day period were the day herein definitely fixed for the end and expiration of this Lease Agreement and the Term hereof, and Tenant shall then quit and surrender the Leased Premises to Landlord, but Tenant shall remain liable as hereinafter provided. If the three (3) day notice of cancellation shall have been given, and the term shall expire as aforesaid, or if any execution or attachment shall be issued against Tenant or any of Tenant's property whereupon the Leased Premises shall be taken or occupied by someone other than Tenant, then and in either of such events Landlord may, without notice, re-enter the Leased Premises and dispossess Tenant and the legal representative of Tenant or other occupant of the Leased Premises by summary proceedings or otherwise, and remove their effects and hold the Leased Premises as if this Lease Agreement had not been made, but Tenant shall remain liable hereunder as hereinafter provided.

(d) In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (i) all Base Rent, additional rent and other sums then to be paid by Tenant pursuant to this Lease Agreement shall be paid up to the time of such re-entry, dispossession and/or expiration, together with such reasonable expenses as Landlord may incur for legal expenses, attorneys' fees, brokerage, and/or putting the Leased Premises in good order, (ii) Landlord may re-let the Leased Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms, which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease Agreement and may grant concessions or free rent, and/or (iii) Tenant or the legal representatives of Tenant shall also pay Landlord as liquidated damages for the failure of Tenant to observe and perform Tenant's covenants herein contained, any deficiency between the rents and other sums hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the Leased Premises for each month of the period which would otherwise have constituted the balance of the term of this Lease Agreement. In computing such damages there shall be added to the said deficiency such reasonable expenses as Landlord may incur in connection with re-letting, such as legal expenses, attorneys' fees, brokerage and for keeping the Leased Premises in good order. Landlord, at Landlord's option, may make such alterations, repairs, decorations and replacements as are reasonably necessary or desirable for the purpose of re-letting the Leased Premises; and the making of such alterations and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Neither the failure or refusal of Landlord to re-let the Leased Premises or any part or parts thereof nor, in the event that the Leased Premises are re-let, the failure of Landlord to

collect the rent under such re-letting shall release or affect Tenant's liability for damages, and Landlord shall not in any way be liable for same, but, if Landlord fails to collect such rent, Tenant is hereby authorized to collect the same and apply the same to any indebtedness owing to Landlord. Any such damages shall be paid in monthly installments by Tenant on the rent days specified in this Lease Agreement and any suit brought to collect the amount of the deficiency for any month or months shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month or months by a similar proceeding. Any such action may be an action for the full amounts of all rents then due or to be due to, and all damages then suffered or to be suffered by, Landlord. Mention in this Lease Agreement of any particular remedy shall not preclude Landlord from resorting to any other remedy, in law or in equity. The foregoing remedies and rights of Landlord are cumulative. Tenant expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant's eviction or dispossession for any cause. Notwithstanding the foregoing, Landlord hereby covenants and agrees with Tenant to make commercially reasonable efforts to mitigate Landlord's damages in connection with any Event of Default under this Lease.

(e) Upon the occurrence of an Event of Default by Landlord, Landlord shall cure said default with thirty (30) days of receipt of notice from Tenant. In the event the default cannot be reasonably cured within the said thirty (30) day period the Landlord shall not be considered in default by reason of non-compliance of the thirty (30) day timeframe requirement. In the event Landlord does not timely cure said default then Tenant shall have all remedies available at law and in equity.

(e) —

19. Failure to Insist on Strict Performance. The failure of Landlord to insist, in any one or more instances, upon a strict performance of any covenant, term, provision or agreement of this Lease Agreement shall not be construed as a waiver or relinquishment thereof, but the same shall continue and remain in full force and effect, notwithstanding any law, usage or custom to the contrary. The receipt by Landlord of rent with knowledge of the breach of any covenant or agreement hereunder shall not be deemed a waiver of the rights of Landlord with respect to such breach, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Landlord.

20. Surrender of Leased Premises.

(a) Tenant shall, upon the termination of this Lease Agreement, by lapse of time or otherwise, return the Leased Premises to Landlord in as good condition as when received, loss by fire or other unavoidable casualty and reasonable wear and tear excepted. It is understood and agreed that the exception made as to "loss by fire or other unavoidable casualty" does not include damages, fires or casualties caused or contributed to by the act or neglect of Tenant, its servants, agents, employees, invitees or licensees, and not compensated for by insurance. Tenant shall surrender all keys to the Leased Premises and inform Landlord of all combinations on locks, safes and vaults therein.

(b) All installations, additions, fixtures, and improvements in or upon the Leased Premises, whether placed there by Landlord or Tenant, including, without limitation, paneling, decoration, partitions, railings, carpeting and flooring, shall, at Landlord's option,

become the property of Landlord and shall remain upon the Leased Premises at the termination of this Lease Agreement without compensation, allowance or credit to the Tenant; provided, however, Tenant shall have the option of removing any trade fixtures which it installed in or upon the Leased Premises prior to the expiration of, or within thirty (30) days after the termination of, this Lease Agreement, but Tenant shall remain responsible for repairing any damage caused to the Leased Premises by such removal.

(c) Any furniture, equipment, machinery or movable property owned by Tenant and brought onto the Leased Premises during Tenant's occupancy thereof and not removed prior to the expiration of, or within thirty (30) days after the termination of, this Lease Agreement shall be deemed to have been abandoned by Tenant and shall, without any further act by Tenant, be conclusively deemed to have been conveyed by Tenant to Landlord as by bill of sale without further payment or credit by Landlord to Tenant and may be sold by Landlord or disposed of by Landlord as it sees fit. Any amount realized upon any such a sale shall be the property of Landlord. If Landlord has directed Tenant to remove any or all of such property, Tenant shall remain liable for the cost of its removal and for the cost of restoring the Leased Premises after such removal.

21. Holding Over. Should Tenant fail to vacate the Leased Premises at the termination hereof, such holding over shall operate and be construed to be a tenancy from month to month only, at a base monthly rental equal to the base monthly rental paid for the last month of the term of this Lease Agreement plus fifty percent (50%) of such amount, plus additional rent as provided herein and subject to the conditions, obligations and provisions of this Lease Agreement. No such holding over or payment or acceptance of rent resulting therefrom shall constitute or be deemed reconfirmation or renewal of this Lease Agreement. Nothing in this Section 21 shall be construed as a consent by Landlord to the possession of the Leased Premises after the expiration or termination of this Lease Agreement.

22. Expenses and Attorneys' Fees. In any litigation arising from the default in the performance of any of the provisions of this Lease Agreement by either Tenant or Landlord, each party shall bear the cost and expense of its own legal fees, disbursements and payment of expert witnesses incurred in connection with such litigation. In the event that either Landlord or Tenant shall be made a party to such litigation commenced by a person other than the parties hereto, then such party performing the act or suffering the omission which is alleged to be the subject of the litigation shall pay all costs, expenses and reasonable attorneys' fees incurred by the other party which arise from or in connection with such litigation. Notwithstanding the foregoing, this Lease is intended for the exclusive benefit of the parties hereto and shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

23. **Self-Help.** If Tenant fails to perform any of its obligations hereunder beyond all applicable notice, grace and/or cure periods provided for in this Lease Agreement, Landlord may (but shall not be obligated to) perform same, and in such event, Tenant shall reimburse Landlord for the cost thereof, and said reimbursement shall be due and payable upon demand by Landlord and shall bear interest at the Default Rate.

(a) If Landlord fails to perform any of its obligations hereunder beyond all applicable notice, grace and/or cure periods provided for in this Lease Agreement, Tenant may (but shall not be obligated to) perform same, and in such event, Landlord shall reimburse Tenant for the costs thereof and said reimbursement shall be due and payable upon demand by Tenant and shall bear interest at the Default Rate. If not paid upon demand, Tenant shall be permitted to offset any sums due and owing under this Section 23(b) against Base Rent, additional rent or any other sums due and owing by Tenant in favor of Landlord.

24. **Assignment or Subletting.** Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably conditioned, delayed or withheld (it being deemed to be reasonable for Landlord to withhold its consent in the event that its mortgagee declines to consent), assign this Lease Agreement, or sublet, or encumber the Leased Premises in whole or in part, or permit any other person or entity to occupy or use same. No attempted subletting, whether with the appropriate consent(s) (and the consent of any Mortgagee, if required) or in violation of this Section 24, shall relieve Tenant from liability for payment of rent or other sums due hereunder, or from being bound by any of the terms, conditions, covenants and agreements of this Lease Agreement. Tenant shall be immediately relieved of any and all of its obligations under this Lease Agreement in the event that Landlord (and any applicable Mortgagee) consents to an assignment of this Lease Agreement to a new tenant. Any subletting or assignment by Tenant permitted by Landlord (and Mortgagee, if any) shall be subject to and conditioned upon the following: (i) Tenant shall not be in default under any of the terms of this Lease Agreement, and (ii) Tenant shall deliver to Landlord a fully executed counterpart of the written assignment or sublease. Acceptance of rent from any other person or entity shall not be deemed a waiver of any of the provisions of this Lease Agreement or a consent to the assignment of this Lease Agreement or to the subletting, encumbrance or use or occupancy by another of the Leased Premises. Landlord's prior written consent shall not be required for any assignment, sublease or transfer of Tenant's interest to a subsidiary, parent or affiliate of Tenant, or a successor to Tenant by way of merger, consolidation, corporate reorganization or the purchase of all or substantially all of Tenant's assets.

In the event that Landlord and/or any Mortgagee consent(s) to any proposed assignment, subletting, encumbrance, or granting of a right of use or occupancy, such consent shall not be deemed to be a consent to any other or further assignment, sub-letting, encumbrance or granting of a right of use or occupancy.

25. **Broker.** ~~The parties agree that no broker, agent or finder brought about this Lease Agreement~~ Tenant is represented by Cushman & Wakefield who shall be paid a commission of three percent (3%) of the gross rents payable to Landlord over the term of this Lease. Each party shall indemnify the other with respect to the claim of any broker, agent or finder alleging to have acted on behalf of the indemnifying party. The indemnity obligations of

Landlord and Tenant under this Section 25 shall survive the expiration and/or earlier termination of this Lease Agreement.

26. Rules and Regulations. Tenant agrees to follow the rules and regulations set forth in Exhibit E attached hereto and made a part hereof and all other rules and regulations from time to time promulgated by Landlord to promote the safe and efficient administration of the Business Park, the Building and the Property. Notwithstanding the foregoing, Tenant will not be required to expend money or take action to make any alterations, additions, improvements, or replacements on or to the Leased Premises on account of any rules or regulations established by Landlord pursuant to this Lease. Furthermore, Landlord will not establish rules or regulations that interfere unreasonably with Tenant's use and enjoyment of the Leased Premises. Landlord will use its best efforts to encourage compliance with the rules and regulations by other Tenants and occupants of the building and will enforce the rules and regulations in a fair and non-discriminatory manner. In the case of any conflict between any rules and regulations established by Landlord and the Lease, the Lease will control.

27. Use of Parking Lot and Other Common Areas. Tenant shall have the right to use, in common with others, any parking areas in front of the Building, as they may exist from time to time, any hallways providing access to the Leased Premises and rest rooms, if any, in the Building not located within any portion of the Building leased to another tenant. Unless otherwise designated by Landlord, employees, licenses and invitees of Tenant shall use only the parking area designated for the Leased Premises. The location, number and size of parking spaces in the parking lot are to be in full compliance with any and all applicable laws, rules, regulations or ordinances which govern parking at the Business Park, the Building and/or the Property. Landlord may, at its reasonable discretion, restripe and/or relocate any parking areas for Building safety or efficiency.

28. Miscellaneous.

(a) This Lease Agreement shall inure to the benefit of, and shall be binding upon, the Landlord and the Tenant, and their respective successors and assigns.

(b) This Lease Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

(c) Tenant hereby waives the provisions of Section 227 of the New York Real Property Law or any law of like import now or hereafter in effect.

(d) All notices, certificates or other communications hereunder shall be sufficient if personally delivered or sent by registered or certified United States mail, postage prepaid, addressed, if to Landlord, to Genesee Gateway Local Development Corporation, 99 MedTech Drive, Batavia, New York 14020, Attention: President, with a copy sent to Harris Beach PLLC, 99 Garnsey Road, Pittsford, New York 14534, Attention: Russell Gaenzle, Esq., or to such other person or address as Landlord may hereafter direct by giving notice as provided herein, and if to Tenant, to ADECCO USA, INC., 10151 Deerwood Park Blvd, Building 400,

Suite 200, Jacksonville, Florida 32256, Attention: ~~Chief Executive Officer~~ Real Estate Department, with a copy to be sent to Cushman & Wakefield US Inc., 575 Maryville Center Drive, Suite 500, St. Louis, Missouri 63141, Attention: ~~Adecco Lease Department~~ Administration, or to such other person or persons or address or addresses as Tenant may hereafter direct by giving notice as provided herein. All notices, certificates or other communications hereunder shall be deemed given under this Lease upon personal delivery or, if by registered or certified mail, upon the third day after mailing.

(e) This Lease Agreement shall completely and fully supersede all other prior understandings or agreements, both written and oral, between Landlord and Tenant relating to the rental of the Leased Premises.

(f) If any clause, provision or section of this Lease Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions thereof.

(g) This Lease Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(h) TENANT DOES HEREBY EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY ON ANY CAUSE OF ACTION DIRECTLY OR INDIRECTLY INVOLVING THE TERMS, COVENANTS OR CONDITIONS OF THIS LEASE AGREEMENT OR THE LEASED PREMISES OR ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE AGREEMENT.

(i) The provision of this Lease Agreement relating to waiver of a jury trial and the right of redemption shall survive the termination or expiration of this Lease Agreement.

29. Construction. In this Lease Agreement, unless the context otherwise requires:

(a) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms shall refer to this Lease Agreement, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of the execution and delivery of this Lease Agreement.

(b) Any headings preceding the texts of the several Sections of this Lease Agreement, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Lease Agreement, nor shall they affect its meaning, construction or effect.

30. Force Majeure. This Lease Agreement and the obligation of Tenant to pay Base Rent and additional rent hereunder and to perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall not 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 construction, making any repairs, additions, alterations or decorations or is unable to supply, or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of a strike or labor trouble, or governmental preemption in connection with a National Emergency or in connection with any rule, order or regulation of any department or subdivision thereof or of any governmental agency, or by reason of the condition of supply and demand which have been or are affected by war, terrorism, or other emergency, or by any other condition beyond the control of Landlord.

31. Financial Information and Security Deposit.

~~(a) The condition precedent to the effectiveness of this Lease Agreement shall be the receipt and approval by Landlord of financial statements of, or other financial information regarding, Tenant.~~

~~(b) Upon the date of the execution of this Lease Agreement by Tenant, Tenant shall deposit with Landlord two full month's Base Rent as a security deposit for the full and faithful performance by Tenant of each and every covenant, term and condition of this Lease Agreement.~~

32. Memorandum of Lease. This Lease Agreement shall not be recorded but, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease which may be recorded in the Genesee County Clerk's Office.

33. Representations and Warranties.

(a) Tenant represents and warrants to Landlord that the execution, delivery and performance of this Lease Agreement and the consummation of the transactions herein contemplated have been duly authorized by all requisite corporate action on the part of the Tenant and will not violate any provision of law, any order of any court or agency of government, or the certificate of incorporation or by-laws of the Tenant, or any indenture, agreement or other instrument to which the Tenant is a party or by which it or any of its property is bound, or be in conflict with or result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument or result in the imposition of any lien, charge or encumbrance of any nature whatsoever.

(b) Landlord represents and warrants to Tenant as follows:

1. Landlord owns the fee interest in and to the Property;
2. the execution, delivery and performance of this Lease Agreement and the consummation of the transactions herein contemplated have been duly authorized by all requisite corporate action on the part of the Landlord and will not violate any provision of law, any order of any court or agency of government, or the certificate of incorporation or by laws of the Landlord, or any indenture, agreement or other instrument to which the Landlord is a party or by which it or any of its property is bound, or be in conflict with

or result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument or result in the imposition of any lien, charge or encumbrance of any nature whatsoever;

3. there is no pending or threatened condemnation action relative to the Property and/or the Business Park;

4. the Property is (or will be upon the Lease Commencement Date) currently served by all necessary utilities required for Tenant's permitted use under this Lease (including, but not limited to, water, gas, electric, cable, telephone and sewer (storm and sanitary); and

5. Tenant will not be prevented from or restricted in conducting any part of its primary business in or from the Leased Premises or in exercising any of the rights granted with respect to the common areas of the Building because of any zoning ordinance, private restriction, covenant, lease, encumbrance, or agreement entered into by any person having or having had an interest in the Property, the Building or any portion of the Business Park.

The foregoing representations and warranties are a material inducement to Tenant to enter into this Lease and shall survive the expiration and/or earlier termination of the Lease.

34. Consent of Mortgage. In the event that the Property is or becomes encumbered by a mortgage and such mortgage requires the consent of the Mortgagee to leases of the Property, this Lease Agreement shall not become effective unless and until the Mortgagee has consented to it. Landlord will use its best efforts to obtain the Mortgagee's consent but shall not be liable in the event that the Mortgagee does not consent. The parties agree that they will modify or amend this Lease Agreement if required by the Mortgagee as a condition to its consent, provided that such modification does not substantially alter the financial terms hereof or the rights or obligations of the parties hereunder. Tenant agrees to cooperate with Landlord in obtaining such consent.

Whenever the consent of Landlord is required hereunder, the consent of the Mortgagee shall also be required if the mortgage so requires. The Mortgagee shall also have such rights of the Landlord (e.g., to access) as may be provided in the mortgage.

35. Termination, Modifications and Amendments. Landlord and Tenant agree not to terminate, materially modify or materially amend this Lease Agreement or any of the term thereof, or to grant any concessions in connection therewith, either orally or in writing, or to accept a surrender thereof, without the prior written consent of the Landlord and Tenant. Any attempted termination, modification or amendment of this Lease Agreement without such written consent shall be null and void.

36. Non-recourse to Landlord. This Lease Agreement shall be non-recourse to Landlord, and Tenant shall look only to Landlord's equity in the Leased Premises in the event of any damages or claims which Tenant may assert against Landlord arising out of or in connection with this Lease Agreement.

37. Tenant's Personal Property; No Lien. Landlord waives any statutory liens, and any rights of distraint, with respect to Tenant's personal property and trade fixtures ("Personal Property"). This Lease does not grant a contractual lien or any other express or implied security interest to Landlord with respect to Tenant's Personal Property.

IN WITNESS WHEREOF, this Lease Agreement is executed as of the day and year first above written.

GENESEE GATEWAY LOCAL DEVELOPMENT CORPORATION

By _____
Name: _____
Title: _____

ADECCO USA, INC.

By _____
Name: _____Mindy
Title: _____SVP,

Holden

Procurement & Real Estate

STATE OF NEW YORK)
) SS:
COUNTY OF)

On the ___ day of _____ in the year 200_, before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF)

On the ___ day of _____ in the year 200_, before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A – PROPERTY: Site = Upstate MedTech Park, Batavia NY
Building = Upstate MedTech Centre

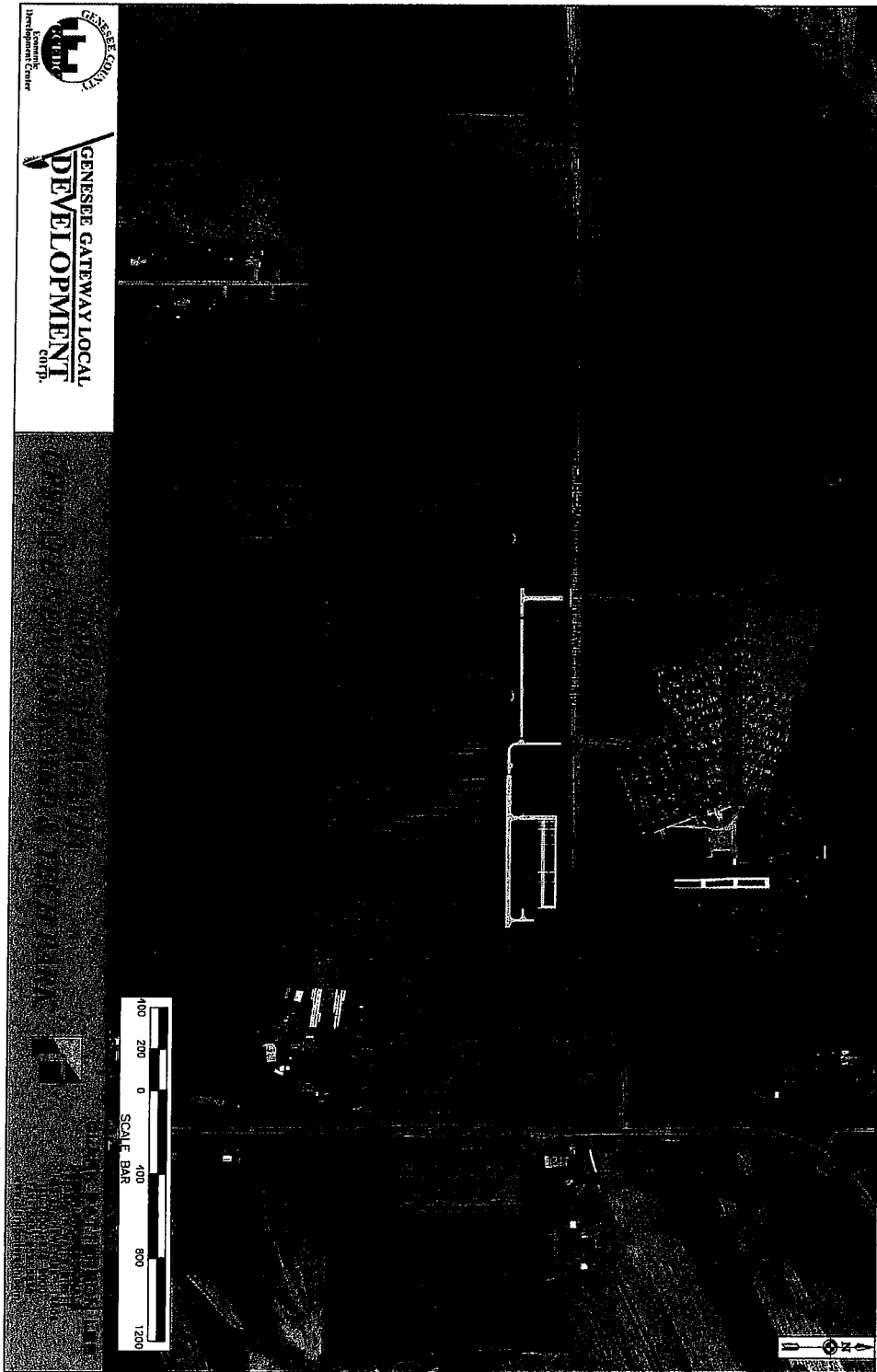
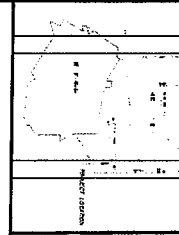


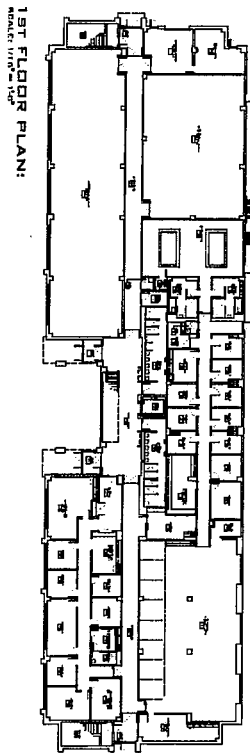
EXHIBIT B

**LEASED PREMISES
(Drawing)**



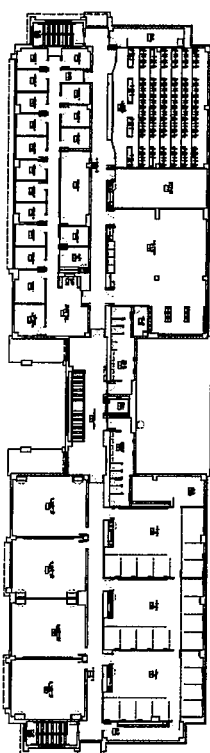
CONCEPTUAL ELEVATION:
SCALE: 1/8" = 1'-0"

1ST FLOOR PROGRAM:
 GGEDG OFFICES - 3,100 SQFT.
 UMWC OT/PT SUITE - 7,815 SQFT.
 UMWC POOL MECH. - 965 SQFT.
 COMMERCIALIZATION - 6,075 SQFT.
 CIRCULATION SPACE - 3,950 SQFT.
 SUPPORT SPACE - 1,560 SQFT.
1ST FLOOR TOTAL AREA: 22,865 SQFT.



1ST FLOOR PLAN:
SCALE: 1/8" = 1'-0"

2ND FLOOR PROGRAM:
 GGC NURSING PROGRAM - 15,805 SQFT.
 CIRCULATION SPACE - 3,300 SQFT.
 SUPPORT SPACE - 945 SQFT.
2ND FLOOR TOTAL AREA: 20,050 SQFT.



2ND FLOOR PLAN:
SCALE: 1/8" = 1'-0"

MED-TECH CENTRE:
TOTAL FACILITY AREA: 42,915 SQFT.

**GENESEE GATEWAY LOCAL
DEVELOPMENT
CORP.**

TOWN of BATAVIA
UPSTATE NEW YORK MED & TECH PARK

CLARK PATTERSON LEE
ARCHITECTS
150 BIRCH STREET, SUITE 200
WESTER, NEW YORK 14624
TEL: 585-254-4400
FAX: 585-254-4401
www.clarkpattersonlee.com

EXHIBIT C

RULES AND REGULATIONS

1. Tenant shall not discharge, or permit the discharge, of any industrial waste, hazardous waste, or any other matter, except for normal sanitary sewerage, into the sewer facilities which serve or are used in connection with the Leased Premises.

2. Tenant shall not, without the prior written consent of Landlord (which consent shall not be unreasonably conditioned, delayed or withheld), install, or permit the installation of, any object, including, without limitation, any antenna, dish, sign, or transmission device, on the roof or exterior walls of the Leased Premises or Building or in the yards or parking areas related thereto.

3. Tenant shall not use, or permit the use of, the water, water closets, and plumbing fixtures for any purposes other than those for which they were designed and constructed.

4. Tenant shall not use, keep, or permit to be used or kept, any foul or noxious gas or other substance in or about the Leased Premises, or permit or suffer the Leased Premises to be occupied or used in a manner offensive or objectionable to Landlord-by reason of noise, odors, and/or vibrations or by reason of interference in any way with other tenants of the Building or those having business therein.

5. Tenant shall not exhibit, inscribe, paint, or affix any sign, advertisement, notice or other document in or about the Leased Premises or the Building, or the surrounding areas, yards or parking lots or allow any such sign, advertisement, notice, or other document to be so exhibited, inscribed, painted, or affixed without first obtaining prior written consent of Landlord (which consent shall not be unreasonably conditioned, delayed or withheld). In the event of any violation of the foregoing, Landlord may remove same without any liability, and may charge the expense incurred by such removal to Tenant.

6. Tenant shall not mark, paint, drill into, or in any way deface any part of the Leased Premises or the Building. Tenant shall not bore, cut or string wires on or about the Leased Premises, Building, or the surrounding areas, yards or parking lots, or permit same to be done, without the prior written consent of the Landlord.

7. Landlord shall have the right to prohibit any advertising by Tenant which, in Landlord's reasonable opinion, tends to impair the reputation of the Landlord or the desirability of the building, or the project of which it is a part, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

8. Tenant shall not bring or permit to be brought or kept in or on the Leased Premises, Building, or surrounding yards, areas, or parking lots any inflammable, combustible, or explosive or otherwise hazardous fluid, material, chemical or substance or cause or permit any odors to permeate in or emanate therefrom.

Deferment of existing revolving loan funds

Discussion: Regarding the current situation regarding Covid-19, the GGLDC should consider a deferment of principal and interest on all loans for a six-month period, at which time normal principal and interest payments will resume. The amortization of the loan will be extended by that six-month deferral period.

Fund commitment: Some legal fees to cover a brief amendment to allow for the deferment.

Board action request: Approval of a six-month deferral on all principal and interest payments for existing loans.