

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of this 22 day of June, 2017 between **Whitney Commercial I, LLC**, a New York limited liability company, 2580 Baird Road, Penfield, NY 14526, hereinafter referred to as "Landlord" and **Perinton Ecumenical Ministries, Inc. dba Advent House and dba Sweet Charity**, a New York not-for-profit corporation, having a principal place of business at 1010 Moseley Road, Fairport, NY 14450 hereinafter referred to as "Tenant".

Witnesseth:

SECTION 1. DEMISED OF PREMISES

1.1 Landlord, in consideration of the rents hereinafter reserved and agreed to be paid by Tenant, hereby leases to Tenant, and Tenant, upon the terms and conditions hereinafter set forth, hereby leases from Landlord the following described premises as shown on Attachment A – Site Plan: 3,255 square feet net rentable area (usable plus common area load factor) as measured in accordance with BOMA standards known as Suite C (the "Premises"), in the building located at 650 Whitney Road, Town of Perinton New York, County of Monroe (the "Building"), together with the right to use in common with others entitled thereto, all common areas and amenities available at or related to the Building including any lobbies, restrooms, walks, and driveways serving the Building and the Premises. Tenant shall be entitled to use in common with others the one hundred and sixty-one (161) parking spaces located in the parking area adjacent to the Building at no additional charge to Tenant.

1.2 Tenant shall take occupancy of the Premises no later than five (5) days following the date upon which Landlord delivers to Tenant formal written notice that the Landlord has received the Certificate of Occupancy for the Premises.

SECTION 2. TERM

2.1 The term of this Lease shall be for a period of five (5) years (the "Original Term") commencing on the Rent Commencement Date (as hereinafter defined). **The Rent Commencement Date shall be the later of October 1, 2017 or thirty (30) days after the date Landlord has received the Certificate of Occupancy for the Premises. The term of this Lease shall expire on the last day of the month following five (5) years after the Rent Commencement Date.**

2.2 Within thirty (30) days after the Rent Commencement Date, Landlord and Tenant agree to execute a memorandum reciting the Rent Commencement Date and the date upon which the Lease shall expire. Tenant acknowledges and agrees that the Premises is to be used and occupied for the operation of a boutique selling upscale resale items, but otherwise any legal use permitted under current Perinton Zoning not in violation of any exclusive use rights granted by the Landlord to other tenants occupying space in the Building.

2.3 Landlord reserves the right to relocate tenant to equivalent space within the building provided that parking and storefront access remain the same. Landlord shall be responsible for all costs associated with the relocation and minimize disruption to tenant's business during the process.

2.4 Provided Tenant is not then in default under the terms of this Lease, and no event has occurred that with notice or the passage of time or both would constitute a default, Tenant shall have the right to extend the Lease for up to two (2) additional terms of five (5) years each (each a "Renewal Term") upon the same terms and conditions set forth herein, with the Fixed Rent (as defined below) increasing annually by 2% annually during each Renewal Term. Tenant shall notify Landlord in writing of its option to extend this Lease at least one hundred eighty (180) days prior to the expiration of the Original Term or Renewal Term, as applicable. Time shall be of the essence for the Tenant's exercise of its right to a Renewal Term.



SECTION 3. RENT

3.1 Beginning on the Rent Commencement Date, the Tenant agrees and covenants to pay Landlord fixed rent (hereinafter "Fixed Rent") during the first Two Years of the Original Term, rent in the amount of \$4,340.00 per month payable by Tenant to Landlord without prior demand, set-off or counterclaim in full on the first business day of each month, commencing on the Rent Commencement Date. Commencing in Year Three of the Lease, the Fixed Rent shall increase 2% per year for the duration of the Original Term and any Renewal Term.



3.2 If the Rent Commencement Date is not the first day of a calendar month, the first month's rent shall be prorated on a thirty (30) day basis, and shall be payable with the first full monthly rental due hereunder. The First "Lease Year" is herein defined as the first full calendar month, if any, plus the first eleven (11) month period following the Rent Commencement Date, and each "Lease Year" thereafter shall be each successive twelve calendar month period.

3.3 In addition to the Fixed Rent, Tenant agrees to pay water, gas, electric, and insurance as well as Tenant's pro rata share of Common Area Maintenance and real estate taxes as outlined in Attachment B to this Lease, as additional rent. It is understood that references in this Lease to "rent" shall mean the Fixed Rent and the additional rent.



3.4 Landlord shall maintain accurate books and records for any changes imposed on Tenant for additional rent (collectively, the "Charges") in accordance with generally accepted accounting principles consistently applied, subject to adjustments as provided in this Lease, and shall keep copies of such records for each year for the duration of the Lease Term, as may be extended from time to time, and for one (1) year thereafter. In order to verify the accuracy and validity of the Charges, Tenant and/or its representatives shall have the right, upon reasonable written notice to Landlord and at Tenant's sole expense, to examine or have Tenant's representatives examine the records as are relevant thereto, including the general ledger, escalation worksheets, invoices, cancelled checks, contracts and other supporting records. Tenant shall be entitled to make copies of such records as needed. In connection with any examination by Tenant, Tenant agrees to treat and to instruct its employees, accountants and agents to treat all information not otherwise in the public domain as confidential and not to disclose it to any other person except as may be required by law or in connection with any dispute with Landlord relating thereto. If after its review, Tenant disagrees with the Charges, Tenant