### FILED: ONTARIO COUNTY CLERK 10/12/2020 04:24 PM

NYSCEF DOC. NO. 11

202010130120

INDEX NO. 127226-2020 RECEIVED NYSCEF: 10/12/2020

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# EXHIBIT A

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### LEASE AGREEMENT

This Lease Agreement, made effective the 1/4 day of January, 2016, by and between ROUTE 96 PROPERTIES, LLC, a New York limited liability company, with offices located at 91 Victor Heights Parkway, Victor, New York 14564 ("Landlord"), and Adventures in Movement in Sensation, Inc., with an office at 1804 Saddle Horn Drive, Canandaigua, New York 14424 ("Tenant").

#### ARTICLE 1: PREMISES AND TERM

Section 1.01 The Premises.

Landlord hereby leases to Tenant, upon the terms, covenants and conditions set forth in this agreement (the "Lease"), certain real property and all improvements constructed thereon, currently known and described as an area of approximately 4,550 square feet at 6548 Anthony Drive, Suite C, Victor, NY 14564 ("Leased Premises") or "Premises") as shown on the drawing attached hereto as <u>Exhibit A</u>, 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 walks, driveways and parking areas serving the Building and the Premises. The Tenant's suite is part of 6548 Anthony Drive (the "Building") as shown on <u>Exhibit A</u>. The Landlord shall, at its sole expense, improve and modify the Leased Premises to conform to the plans and specifications attached to this Lease Agreement as <u>Exhibit B</u>, approved by both parties ("Build-out"). The Build-out shall be done in a good and workmanlike manner.

Section 1.02 Effective Date.

The Effective Date ("Effective Date") of this Lease shall be the date both parties execute this Lease.

Section 1.03 Term.

The term of this lease (the "Term") shall be for a period of Five years, commencing on the first day of the calendar month immediately following Landlord's receipt of the Certificate of Occupancy for the Leased Premises (the "Commencement Date"), and ending on the last day of the 60th month thereafter, or until the Term shall sooner ceases as herein provided ("Termination Date"). It is anticipated that the occupancy date shall be approximately May 1, 2016.

When the exact dates of the commencement and termination of the lease term have been determined in accordance with this Section, the parties shall prepare an agreement ("Lease Commencement Letter") setting forth the Commencement Date and Expiration Date, which agreement shall be attached to and constitute a part of this Lease. The agreement shall be promptly executed by Tenant and returned to Landlord.

### ARTICLE 2: USE

Tenant shall use the Premises only for a physical therapy practice, and uses ancillary thereto. Any change or deviation from that use shall only be made with the written consent of the Landlord. Tenant use shall comply with all of the covenants, condition, provisions and terms of this Lease. Tenant and

LEASE AGREEMENT between ROUTE 96 PROPERTIES, LLC and Adventures in Movement in Sensation, Inc. dated  $\frac{1}{4}/4$ 

Tenant's business invitees, employees and customers have the non-exclusive right to use all parking areas, access roads, driveways and sidewalks around the Building and Leased Premises. Tenant's activities shall not interfere with the quiet enjoyment of neighboring businesses.

#### ARTICLE 3: RENT

Section 3.01 Rent.

Tenant hereby covenants and agrees to pay to Landlord rent as shown in <u>Exhibit</u> <u>C</u> ("Rent") during the Term of this Lease Agreement. Rent shall be paid in monthly installments as shown in Exhibit C. In the event the Commencement Date occurs on a date that is in the middle of a calendar month, Tenant shall pay pro rata rent for that month based on the number of days of the said month falling after the Commencement Date, and the Lease Term shall thereafter commence on the first day of the month after the month in which the Commencement Date occurred.

Each of said monthly installments are to be paid in advance, prior to the 1<sup>st</sup> day of each and every month during the term of the Lease, with the first such payment to be made at Lease signing. Tenant shall pay Rent without offset or deduction and without previous demand at the offices of the Landlord as set forth in Article 18 or at such other place at which Landlord shall have given Tenant written notice. Landlord's acceptance of a partial payment of Rent does not constitute an accord and satisfaction or a waiver of Landlord's right to the balance of rent due and owing for such month, it is merely a partial payment on account.

#### Section 3.02 Security Deposit.

Tenant agrees to deposit with Landlord on the Effective Date the sum of Five Thousand Dollars and 00/100 Dollars (\$5,000.00) (the "Security Deposit"), which shall be held by Landlord without obligation to pay interest, as security for the full and faithful performance by the Tenant of all the terms, covenants, conditions and provisions of this Lease Agreement, it being expressly understood and agreed that this deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's default. Upon each occurrence of an event of default, Landlord may at its sole option use any part of the Security Deposit to pay Rent or other payments due Landlord under this Lease, and the cost of any other damage, injury, expense or liability caused by such an event of default without prejudice to any other remedy provided herein or provided by law. On demand, Tenant shall pay Landlord the amount that will restore the Security Deposit to its original amount. At the termination of this Lease, the Security Deposit shall be returned, provided that Tenant has complied with all the terms and conditions of this Lease Agreement.

Should the Building in which the Premises are located be sold, the Landlord shall have the right to transfer the Security Deposit to the buyer for benefit of Tenant. Landlord shall be considered released by Tenant from all liability for the return of the Security Deposit as provided in Article 22. Tenant then agrees to look solely to the new landlord for the return of the Security Deposit. The Security Deposit shall not be mortgaged, assigned or otherwise encumbered by the Tenant.

Section 3.03 Additional Rent and Maintenance.

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(a) Tenant shall pay all items of additional rent as set forth in this Lease Agreement ("Additional Rent") within ten (10) days after receipt of an invoice for same from Landlord. Landlord shall have the right, but not the obligation, to pay any items of Additional Rent not timely paid by Tenant.

(b) If Tenant fails to keep and preserve the Premises as set forth in this Lease Agreement, and after which Landlord has given Tenant notice of such failure and reasonable right to cure pursuant to Article 11 herein, Landlord may, at its option, cause the same to be put in the condition and state of repair agreed upon, and in such case, upon receipt of written statements and copies of invoices from Landlord's contractors and vendors, Tenant shall promptly pay the entire cost thereof as Additional Rent. Landlord shall have the right, without liability, to enter the Premises for the purpose of making such repairs upon the failure of Tenant to do so.

(c) Landlord, at its sole cost and expense, shall pay for: all real property taxes; lawn and landscaping; paving, repaving and striping of the parking area and access roads; removal of snow, ice and debris from sidewalks, driveways and parking areas; refuse and recycling services for designated dumpsters; water and sewer charges; and Landlord's property and liability insurance affecting the Building and Premises.

(d) Landlord shall, at its sole cost and expense, repair the structural components of the Premises, and the common areas and the mechanical systems of the Building, including but not limited to the roof, exterior walls (including windows), HVAC, plumbing and electrical systems; fire safety systems, common areas including parking areas, curbs and walks. In addition, Landlord shall make all other repairs and perform all other maintenance required or needed in the Building including but not limited to maintenance of all non-structural elements of the Building's exterior, landscaping, and parking area (including lighting).

(e) Tenant shall keep the Premises in good repair during the Lease term. Tenant shall be responsible for maintenance of the interior of its Premises, including, but not limited to, service of plugged or running toilets, replacement of light bulbs, maintenance of water levels in floor drain traps, janitorial cleaning, and the maintenance of Tenant's fixtures and equipment. Tenant shall be responsible for the installation, maintenance, replacement and inspection of fire extinguishers as required by the Town of Victor and the New York State Uniform Fire Prevention and Building Code. Tenant shall also be responsible for the handling and disposal of hazardous waste generated by its business, if any, and obtaining all necessary permits and licenses for the handling of such waste. Tenant will pay for the cost of all gas and electricity supplied to the Premises.

Section 3.04 Late & Interest Charges.

Landlord shall have the right to impose as Additional Rent a late charge of 5% of the Rent due for any installment of Base Rent and/or Additional Rent not received by Landlord within five (5) days after it is due ("Late Charge"). Landlord shall also have the right to collect interest on any sums due Landlord pursuant to this Lease at a rate of twelve percent (12%) per annum commencing on the date the payment is due to and including the date the payment is received. A \$100 fee will be due for any check returned to Landlord from bank (in addition to late charge).

Section 3.05 Payment of Business Fees.

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Tenant shall be liable for, and shall pay throughout the Term, all license and excise fees and occupation taxes covering the business conducted on the Premises, if any. As of the Commencement Date, Tenant must follow all NYS Federal codes for Fire protection and will be responsible for all Town/State/County/Federal fire inspections of the Leased Premises.

### **ARTICLE 4: INSURANCE**

#### Section 4.01 Landlord's and Tenant's Coverage.

(a) Landlord shall, at its expense, procure and maintain during the Lease Term all-risk property insurance on the Building in an amount not less than the full replacement value of the Building.

(b) Tenant shall, at its expense, procure and maintain all-risk personal property insurance covering all personal property owned or leased by Tenant and located on the Leased Premises, in an amount not less than the full replacement value of such personal property.

(c) To the extent permitted by law, and their respective insurance companies, the parties hereto waive on behalf of the insurers of each parties' property, any and all claims or rights of subrogation of any such insurer against the other party hereto for loss or damage to the party so insured other than for loss or damage resulting from the willful act of such other party.

(d) Tenant shall maintain comprehensive general liability insurance, including public liability and property damage, with premises, contractual, and operations coverage with a limit of liability equal to \$1,000,000 per occurrence with a \$2,000,000 aggregate and a \$5,000,000 umbrella for property damage, bodily and personal injuries or deaths of persons occurring on or about the Leased Premises. The liability policy of Tenant shall name Landlord, DiFelice BC, Inc., and DiFelice Development, Inc. additional insured.

(e) Each party's insurance policies shall (i) be issued by insurance companies authorized to do business in New York State; (ii) provide that the insurance not be canceled or materially changed in the scope or amount of coverage unless thirty (30) days' prior written notice is given to the other party; and (iii) be primary policies, and not contributing with, or in excess of, the coverage that the other party may carry.

(f) Certificates of such insurance coverage shall be delivered to the Landlord 30 days prior to the Commencement Date (and prior to taking possession of the Premises), and thereafter, 30 days prior to the expiration of any certificate.

(g) In the event that Tenant shall not have delivered to Landlord a policy or certificate evidencing the required insurances within fifteen (15) days prior to the Commencement Date and/or fifteen (15) days prior to the expiration of any policy and after notice and opportunity to cure pursuant to Section 11 herein, Landlord may, in addition to any other remedies it may have under this Lease, obtain such insurance as it may reasonably require to protect its interest, and the cost for such policies shall be paid by Tenant to Landlord as Additional Rent upon demand, plus a fifteen percent (15%) administrative charge.

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