
COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (this "Agreement") is made this **8/12/2025**, by and between Washington Street Manor, LLC an entity with its principal place of business at 142 Arcade Street Suite 101 Watertown NY 13601 ("Landlord") and Jefferson County Intergroup, an entity with their principal place of business at 146 Arsenal Street Suite #10 Watertown, NY 13601 ("Tenant"). In consideration of the mutual covenants herein contained, the parties agree as follows:

- 1. Demised Premises.** The premises leased shall consist of a portion of the building or complex located at 146 Arsenal Street, Watertown, NY 13601 (the "Demised Premises"). The Premises are on the ground level building and consists of 706 square feet, commonly referred to as suite #10.
 - a) Reserved Uses.** Landlord reserves to itself the use of the roof, exterior walls, and the area above and below the Demised Premises, together with the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires and structural elements leading through the Demised Premises and which serve either the Demised Premises or other parts of the Real Property.
 - b) Common Area.** Landlord grants to Tenant the non-exclusive right to use, in common with all other tenants or occupants of the Real Property, the Common Area of the Real Property. The term "Common Area" shall mean all areas and improvements in the Real Property, which are not leased or held for lease to tenants, which includes the hallways, stairwells, and parking lot. Landlord shall maintain the Common Area in good repair and reasonably clear of debris. Tenants, including their guests, employees and customers, agree that there will be no loitering in the common areas. Smoking is strictly prohibited in the common areas and in the rental unit. The common area should always be kept clean from Tenant's trash/debris/cardboard/recycling.
 - c) Parking Spaces.** Landlord agrees that Tenant, including its guests, employees, agents, and customers, has the right to use any of the parking space(s).
- 2. Agreement to Lease.** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, the Premises according to the terms and conditions of this Agreement.
- 3. Term of Lease.** The term of this Lease shall be for 60 Months commencing on September 1, 2025 and ending on August 31, 2030.
 - a) Assignment or Subletting.** Tenant shall gain authorization from Landlord to sublet the lease to future tenants, for purpose of taking over business.
 - b) Notice of Renewal.** Option of renewal shall be exercised by written notice given to the landlord 90 days prior to the expiration of the Lease term. If notice is not given within the time specified, this option shall lapse and expire.
 - c) Holdover Provision.** With regard to a holdover provision, the tenancy will become a month-to-month tenancy and not a tenant at sufferance, the rent due will not exceed more than 125% the

rent due during the last remaining term, and the landlord may, at their discretion, waive landlord's potential right to consequential or indirect damages caused by the holdover.

4. Rental. With respect to the terms of the rental:

- a) **Gross Rent.** Tenant shall pay to Landlord, on the 1st of each Month and throughout the Term of this Lease. Gross rent paid by mail shall be deposited in the mail sufficiently in advance of the due date to ensure that the Base Rent is delivered no later than the due date.
Gross rent will be as follows:

9/1/2025– 8/31/2030 \$650/month

- b) **Taxes.** Landlord shall pay all real estate taxes and assessments levied against the Demised Premises, the Real Property, and the improvement thereon.
- c) **Statements.** Landlord agrees, on request, to provide statements to Tenant as to the manner of computation of any and all charges due from Tenant under the terms of this Lease, and an itemization of the various costs included therein. Landlord shall provide such statements on an as need basis.
- d) **Partial Payments.** Any partial payments shall be applied to the earliest installment due, and no endorsement or statement on any check or any letter accompanying any check or payment as to same shall 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 installment and any other amounts then due or to pursue any other remedy of Landlord set forth in this Lease.
- e) **Past Due Payments.** If any amount due under this Lease remains unpaid 6 business days after it is due, a late charge equal to \$50.00 shall be paid by the Tenant to Landlord until such time as Tenant is current on all amounts due Landlord (including all Late Charges). If any amount due under this Lease remains unpaid for more than 30 days after it is due, then in addition to the Late Charge, such unpaid amounts shall bear interest at the rate of 10% per month.
- f) **Security Deposit.** No security deposit required. Approved by KSJ 8/12/25

5. Use, Occupancy and Condition of Premises. With respect to use and occupancy:

- a) Landlord shall have the right to prohibit the continued use by Tenant of any unethical or unfair method of business operation, advertising or interior display if, in Landlord's opinion, the continued use thereof would impair the reputation of the Real Property as a first-class facility or is otherwise out of harmony with the general character thereof, and upon notice from Landlord shall forthwith refrain from or discontinue such activities.
- b) Tenant shall keep the Demised Premises (including without limitation, interior portions of all windows, doors, and all other glass) in a neat, clean and sanitary condition, free of all insects, rodents, vermin and pests of every type and kind.

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- c) Tenant shall keep the entry ways and area in front of the Demised Premise clear of all debris, trash and litter.
- 6. Environmental Restrictions.** Tenant shall not in any way use the Demised Premises for activities involving hazardous materials. Tenant shall use Demised Premises in accordance with all Federal and State environmental laws, rules, and regulations. Landlord shall have the right, but not the duty, to enter the Demised Premises at any time to conduct testing for the presence of Hazardous Materials. If Hazardous Materials are found to be present on the Demised Premises, Landlord shall have the right to immediately enter the premises and remedy any contamination. In exercising its rights on the Demised Premises, Landlord shall make reasonable efforts to minimize interference with tenant's business.
- 7. Condition and Acceptance of Premises.** Tenant accepts the Demised Premises as is and is responsible for any additional buildout to be done to the Tenant's suite. Tenant will obtain Landlord consent before making any changes to the Demised Premises. By occupying the Demised Premises, Tenant shall be conclusively deemed to have accepted the Demised Premises as being in the condition required by this Lease.
- 8. Property in Demised Premises.** With respect to the property:
- a) **Right to Leasehold Improvements.** All leasehold improvements (other than Tenant's trade fixtures), such as light fixtures and heating and air conditioning equipment, shall, when installed, attached to the freehold and become and remain the property of Landlord. All Tenant's trade fixtures shall remain the property of Tenant, subject at all times to any of Landlord's liens for Rental and other sums which may become due to Landlord under this Lease or otherwise. Tenant shall be allowed to remove all such trade fixtures upon termination of this Lease, provided that Tenant is not in default in any of the terms and provisions of this Lease.
- b) **Risk and Loss of Tenant's Personal Property.** All of Tenant's personal property which may at any time be in the Demised Premises shall be at Tenant's sole risk, or at the risk of those claiming under Tenant. Landlord shall not be liable for any damage to said property or loss of business suffered by Tenant which may be caused by water from any source whatsoever including the bursting, overflowing, or leaking of sewer or steam pipes or from the heating or plumbing fixtures or from electric wires or from gas or odor or leaking of the fire suppression system.
- 9. Repairs and Maintenance.** With respect to repair and maintenance obligations:
- a) **Care and Repair of Premises.** Tenant shall, at Tenant's own expenses, keep the interior, non-structural portions of the Premises in good order, condition and repair during the Term including flooring, walls, lighting. Landlord, at Landlord's expense, shall keep in repair and maintain a) the exterior of the Building; b) the electrical, heating, sprinkler or any other systems serving, located in or passing through, the Premises; c) plumbing fixtures located in the Building (except those installed by the Tenant with Landlord's approval); d) outside walls, including windows and loadbearing walls (except as to surface damage done or attributable to Tenant); and e) exterior doors (except door locks which will be changed at the expense of the tenant and landlord shall be furnished with a key) and the roof. Landlord shall not be responsible to repair or maintain electrical or communications systems installed by the Tenant at the Premises. Tenant is responsible to reimburse Landlord for any and all repairs done by Landlord caused by the Tenant.

Tenant will report all maintenance issues following the following protocol:

1. Input work order through the tenant portal at jakejohnsonproperties.com
2. Call JJP Maintenance Line (315) 777-0693
3. If no answer, call JJP Leasing Line (315) 771-4016
4. If no answer at either of the above and the issue is an emergency please then call 911

- b) Remodeling.** Tenant shall get approval of landlord for any remodeling.
- c) No Liens Permitted.** No person shall ever be entitled to any lien, directly or indirectly, derived through or under Tenant, or through or under any act or omission of Tenant, upon the Demised Premises, or any improvements now or hereafter situated thereon, or upon any insurance policies taken out upon the Demised Premises, or the proceeds thereof, for or on account of any labor or materials furnished to the Demised Premises, or for or on account of any matter or thing whatsoever; and nothing in this Lease contained shall be construed to constitute a consent by Landlord to the creation of any lien. In addition to any other remedy herein granted, upon failure of Tenant to discharge such lien or to post a bond indemnifying Landlord against foreclosure of any such lien as above provided, Landlord, after notice to Tenant, may discharge such lien, and all expenditures and costs incurred thereby, with interest thereon, shall be payable as further Rental hereunder at the next Rental payment date.
- d) Notwithstanding anything in the Lease to the contrary.** Tenant shall not make any structural repairs or replacements of a capital nature or to the building systems concealed within the floors, walls, ceiling, or repairs requiring demolition, excavation or due to Landlord's negligence; all of the above shall be the responsibility of the landlord.

10. Insurance and Indemnification. With respect to insurance and indemnification:

- a) Tenant's Public Liability and Property Damage Insurance.** Tenant shall purchase and maintain public liability and property damage insurance, in a minimum of one million dollars (\$1,000,000.00) insuring against loss, cost and expense by reason of injury to or the death of persons or damage to or the destruction of property arising out of or in connection with the occupancy or use by Tenant, its employees, agents and assigns, of the Demised Premises and/or the Common Area.
- b) Certificate of Insurance.** Tenant shall furnish to Landlord a certificate of insurance evidencing such coverage. Should Tenant fail to carry the insurance required herein and furnish Landlord with the policies or certificates of insurance after a request to do so, Landlord shall have the right to obtain such insurance and collect the cost thereof from Tenant as additional Rental.
- c) Landlord's Insurance.** Landlord shall keep the Real Property (but not the contents thereof or any personal property or trade or business fixtures of Tenant) insured against loss or damage by fire and other perils normally covered by standard all-risk insurance. Landlord may also maintain public liability, property damage, loss of rent, and such other coverage related to the Real Property as Landlord deems appropriate.
- d) Mutual Waiver of Subrogation.** If either party suffers loss or damage which is caused by the other party, but which is covered by the injured party's insurance, the injured party waives any claim it might have against the other party to the extent that it is compensated by the insurance required under this Lease; and each party agrees to obtain from its insurer a provision and acknowledgement of this waiver and an agreement that the insurance carrier will not be

subrogated to the rights of the injured party to the extent that these rights have been waived above.

- e) **Mutual Hold Harmless.** It is agreed that Tenant shall defend, hold harmless and indemnify Landlord, its officers, agents and employees from any and all claims for injuries to persons or damage to the Demised Premises which result from the negligent acts or omissions of Tenant, its officers, agents or employees, in the performance of this Lease. It is further agreed that Landlord shall defend, hold harmless and indemnify Tenant, its officers, agents and/or employees from any and all claims for injuries to persons and/or damage to the Demised Premises which result from the negligent acts or omissions of Landlord, its officers, agents and/or employees, in the performance of this Lease. In the event of the concurrent negligence of Tenant and Landlord, then the liability for any and all claims for injuries or damages which arise out of the performance of the terms and conditions of this Lease shall be apportioned in accordance with the law of the state in which the Real Property is located.

11. Signs. With respect to signs:

- a) **Exterior Sign.** Tenant is allowed to install a sign on the suite door. Signage is available for extra fee on the pylon on Arsenal Street is \$75/month and signage on the Court Street side of the building is \$100/month. Tenant responsible for all costs for signage include design, fabrication, installation, removal and maintenance.
- b) **Other Signs.** All signs, banners, lettering, advertising, lighting, or any other things of any kind visible from the exterior of the Demised Premises installed or affixed by Tenant shall be first approved in writing by Landlord and the location and method of installation of the same shall be approved by Landlord in its sole discretion. All window treatments in the demised premise must have a white exterior that faces outwards. No flags, banners, propaganda or non-business related signs shall be put in the exterior windows or doors of the demised premise.

12. Utility Services. Commencing on the date on which Landlord delivers possession of the Demised Premises to Tenant, Tenant shall make payments for the following utilities based upon or in connection with the Demised Premises: internet/phone/cable. Landlord will be responsible for making payments for the following utilities: electric, gas, water/sewer, trash removal, lawn care, snow removal.

13. Access, Surrender, and Assignment. With respect to access, surrender, and assignment:

- a) **Access.** Tenant shall permit Landlord to inspect or examine the Demised Premises during business hours upon advanced written notice or at any time without notice in the event of an emergency and shall permit Landlord to enter and make such repairs, alterations, improvements, or additions in the Demised Premises or the Real Property of which the Demised Premises is a part, that Landlord may deem necessary.
- b) **Surrender.** Tenant shall deliver and surrender to Landlord possession of the Demised Premises upon expiration of this Lease, or upon earlier termination as herein provided, in as good condition and repair as the same shall be on the Commencement Date.
- c) **Removal and Restoration.** Any and all trade fixtures and equipment installed by Tenant may be removed by Tenant at the termination of this Lease, provided that Tenant shall not be in default in the performance of any of Tenant's obligations hereunder and provided that Tenant shall repair

any and all damage caused to the Demised Premises by the removal of any such trade fixtures and equipment. Any property not so removed at the expiration of the Term hereof shall be deemed to have been abandoned by Tenant and may be retained or disposed by Landlord. Tenant shall not remove any leasehold improvements or non-trade fixtures and shall surrender the Demised Premises upon termination of the tenancy created by this Lease in the same condition as the Demised Premises were required to have been in on the Commencement Date, ordinary wear and tear and damage by fire or other insured casualty excepted.

- d) **Assignment and Subletting.** Tenant shall not assign, mortgage, encumber or transfer any interest in this Lease, or sublet the Demised Premises in whole or in part, nor grant a license or concession in connection therewith without Landlord's prior written consent, which consent shall be at Landlord's sole discretion.

14. Default. With respect to default:

- a) **Rights in Event of Default of Tenant.** If Tenant shall abandon or vacate the Leased Premises or fail to pay Rental at the time prescribed in this Lease, or if after 30 days written notice from Landlord, Tenant shall fail to cure any other default in the performance of its obligations under this Lease (unless Tenant is then proceeding in good faith to cure such default and continues to do so until the default is cured), then, in addition to any other rights or remedies Landlord may have by law or otherwise, Landlord shall have the right to re-enter and take possession of the Demised Premises without legal process and remove all persons and property therefrom. Should Landlord elect to re-enter as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may terminate Tenant's rights under this Lease, re-let the Demised Premises or any part thereof for such term and at such rental and upon such other terms and conditions as Landlord in the exercise of Landlord's sole discretion may deem advisable, with the right to make alterations and repairs to the Demised Premises. Upon each such re-letting, Tenant immediately shall be liable for payment to Landlord of any indebtedness of Tenant (other than Rental due hereunder), the cost and expense of such re-letting, and of such alterations and repairs incurred by Landlord, and the amount, if any, by which the Rental reserved in this Lease, which are Tenant's responsibility under the provisions of this Lease for the period of such re-letting, exceeds the amount agreed to be paid as rental by the new tenant for the Demised Premises for such period of such re-letting.
- b) **Costs and Payment of Rentals.** Should Tenant at any time be in default under this Lease, Tenant shall be liable for all costs Landlord may incur on account of such default, including the cost of recovering the Demised Premises, any and all attorney fees and court costs relating thereto. In addition, should Landlord at any time terminate this Lease and Tenant's rights under this Lease for any default, in addition to any other remedy Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such default, and including the Rental reserved and charged in this Lease for the remainder of the Term discounted to present value, less the present rental value of the Demised Premises for the rest of the Term (discounted in the same manner), all of which amounts shall be immediately due and payable with attorney fees from Tenant to Landlord and without relief from valuation, and Landlord shall have no obligation to re-let. Tenant's liability for the default damages and/or re-letting costs shall survive any termination of this Lease.
- c) **Right of Removal of Tenant's Property.** Landlord shall have the right to remove all or any part of Tenant's property from the Demised Premises. Any property removed may be either: (a) Stored

in any public warehouse or elsewhere at the cost of, and for the account of, Tenant and Landlord shall not be responsible for the care or safekeeping thereof; or (b) sold at a private or public sale and the proceeds of such sale, after sale expenses, shall be used to offset any Rental due to Landlord. Tenant hereby waives any and all loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts.

13. Quiet Enjoyment. Landlord agrees that if Tenant pays the Rental and other charges herein provided and shall perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, then Tenant shall, at all times during said Term, have the peaceable and quiet enjoyment and possession of the Demised Premises without any manner of hindrance from Landlord or any persons lawfully claiming through Landlord, except as to such portion of the Demised Premises or Real Property as shall be taken under the power of eminent domain or which may be claimed by any mortgagee of the Demised Premises of the Real Property.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their duly authorized representatives, as of this ____ day of _____, _____

Washington Street Manor LLC (Landlord)

Date

Greg Roslonowski

Date

Leon Swem

Date