

5. Sublease and Assignment

Tenant shall have the right with Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

6. Repairs

During the Lease term, Landlord shall make all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, lights and other parts of the Leased Premises, damaged or worn through normal occupancy, mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease. Tenant can request maintenance work at www.dcgdevelopment.com.

7. Security Deposit

Tenant shall pay to Landlord a "Security Deposit" in the amount of XXXXXXX upon the execution of this Lease.

The Security Deposit shall be held by Landlord, without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the Termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the Term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit. **Under no circumstances may Tenant use this deposit to pay rent, including rent for the last month of this lease.** The rent must be paid on or before the tenth day of each month, *including the last month of occupancy*.

8. Alterations and Improvements

Tenant shall not make any alterations or improvements without Landlord's prior written consent. If Landlord grants written consent, Tenant, at Tenants expense, will return leased premises to its prior condition in all respects.

9. Insurance

A. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at Tenants expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

B. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon

some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

C. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

10. Utilities

Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy, water or sewer which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

11. Signs

Landlord will provide all signage. No other signage other than that provided by Landlord will be used or permitted.

12. Entry

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises. Landlord shall have the right to enter the premises in any emergency at any time, to examine the premises and make such repairs as necessary to the emergency.

13. Parking

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within reasonable proximity to the Building, for Tenant and Tenant's agents and employees.

14. Building Rules

Tenant will comply with the rules(Exhibit "B") of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to so comply.

15. Damage and Destruction

Subject to Section 8 C.

A. **Tenant Notice to Landlord.** Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Premises cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the Premises are unusable. If part of the Premises cannot be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Premise is usable. Landlord need only repair the damaged structural parts of the Premises. Landlord is not required to repair or replace any equipment,

fixtures, furnishings or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

B. If the fire or other casualty is caused by an act or neglect of Tenant, Tenant's employees or invitees, or at the time of the fire or casualty Tenant is in default in any term of this Lease, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

C. Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Landlord may cancel this Lease within thirty (30) days after substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The Lease will end thirty (30) days after Landlord's cancellation notice to Tenant. Tenant must deliver the Premises to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to repair the Premises or Building. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section is intended to replace the terms of New York Real Property Law Section 227.

16. Default and Attorneys Fees

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for five (5) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for fifteen (15) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity.

If Landlord shall retain legal counsel to enforce a provision of this Lease against Tenant, including but not limited to, bringing a summary proceeding for eviction, or a collection action for unpaid Rent or Additional Rent, Tenant agrees, even in a situation where the Tenant cures the Default after the notice to cure period has expired, that it is responsible to pay Landlord, immediately upon receipt of any bill from Landlord, any and all fees incurred by Landlord in enforcing the terms of the Lease, including the actual attorneys fees billed to the Landlord, service of process costs, and all court filing costs. Said attorneys fees, service of process costs and court filing costs are to be considered "Additional Rent" and Tenant's failure to pay those fees and costs when billed constitutes a material breach of the Lease entitling Landlord to evict the Tenant.

17. Quiet Possession

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

18. Condemnation

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority

takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

19. Compliance with Laws—Landlord’s Warranty

Landlord represents and warrants to Tenant that on the date of delivery of possession of the Premises to Tenant the Premises will be in compliance with all laws, ordinances, orders, rules, regulations, and other governmental requirements relating to the use, condition, and occupancy of the Premises for the purposes allowed by this Lease

20. Compliance with Environmental Laws

Tenant represents, warrants, and covenants to Landlord that:

(a) Tenant and the Premises will remain in compliance with all applicable laws, ordinances, and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment. Tenant will obtain and comply with all governmental permits relating to the use or operation of the Premises required by applicable Environmental Laws.

21. Subordination

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

22. Notice

Notice required under this lease shall be given by Tenant and Landlord in writing, certified mail, return receipt requested, or by personal delivery during normal business hours at the above-mentioned addresses or at any other address that the parties may direct.

23. Waiver

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or

Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

24. Memorandum of Lease

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be so filed.

25. Authority

If Tenant signs this lease as a corporation, each of the persons executing this Lease on behalf of Tenant warrants to Landlord that Tenant is a duly authorized and existing corporation, that Tenant is qualified to do business in the state in which the Premises are located, that Tenant has full right and authority to enter into this Lease, and that each and every person signing on behalf of Tenant is authorized to do so. Upon Landlord's request, Tenant will provide evidence satisfactory to Landlord confirming these representations.

26. Successors

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

27. Consent

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

28. Compliance with Law

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

29. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

30. Governing Law

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New York.

31. Premises Relocation

Landlord reserves the right from time to time to substitute for the Premises other premises ("New Premises") so long as (a) the new premises are similar to the Premises in square footage; (b) Landlord gives Tenant at least sixty (60) days notice before making such change; (c) if Tenant has already taken possession of the Premises, Landlord pays reasonable direct out-of-pocket expenses of Tenant in moving from the Premises to the New Premises, and Landlord improves the New Premises to a condition substantially similar to the Premises (exclusive of trade fixtures, personal property, inventory and equipment). Landlord will not have

Exhibit "A"

Exhibit "B"

RULES AND REGULATIONS

1. **Signs:** No sign, advertisement or notice shall be inscribed, printed or otherwise affixed on any part of the outside or inside of any building comprising the Center (including any window or door thereof) without prior written permission from the Landlord.
2. **Displays or Exhibits:** Tenant shall not place any window or other display or exhibits in or about the Premises to which the Landlord may reasonably object.
3. **Premises:** Tenant agrees, at its own expense, to keep Premises in a clean and neat condition (including, without limitation, exterior and interior portions of all windows, doors and all other glass).
4. **Comply with Laws:** Tenant agrees to promptly comply with all laws, ordinances, rules and regulations or governmental authorities (including zoning laws and building codes) and insurance underwriters, and any other organization exercising similar functions, affecting the Premises.
5. **Labor Regulations:** Tenant agrees to take no action which would violate Landlord's union contracts, if any, affecting the Center, nor create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of the Landlord or any tenant or occupant in the Center or with the rights and privileges of any customer or other person(s) lawfully in and upon the Center, nor cause any impairment or reduction of the good will of the Center.
6. **Pay Taxes:** Tenant agrees to pay all taxes, assessments and public charges levied, assessed or imposed upon Tenant's business or upon Tenant's fixtures, furnishings or equipment in the Premises.
7. **Pay License Fees:** Tenant agrees to pay all license fees, permit fees and charges of any similar nature for the conduct by Tenant or any subtenant, concessionaire, or licensee of any business or undertaking authorized hereunder to be conducted in the Premises, when they become due.
8. **Tenant's Fixtures:** Tenant agrees to operate its business in the Premises with adequate equipment and trade fixtures. The fixtures, when initially installed, shall be new, functional, sufficient and/or first-class workmanship. Tenant shall have the right to remove all fixtures installed.
9. **Garbage:** Tenant agrees to handle and dispose of all rubbish, garbage and waste from Tenant's operations and not permit the accumulation or burning of any garbage in, on or about any part of the Center. Tenant also agrees not to permit any garbage or rubbish to be collected or disposed of from the Premises except by a party approved in advance by the Landlord.
10. **Vermin:** Tenant agrees to keep the Premises free of vermin infestation. If the Premises becomes infested with vermin, Tenant, at its own expense, shall cause the vermin to be exterminated from time to time to the satisfaction of Landlord. Tenant also agrees to seek prior approval from the Landlord before employing any exterminators, or exterminator companies.

11. **Exterior Architecture:** Tenant agrees, that without first obtaining Landlord's approval, it may not change (whether by alteration, replacement, rebuilding or otherwise) the exterior color and/or architectural treatment of the Premises or of the building in which the same are located.
12. **Sidewalks:** Tenant agrees not to use, or permit to be used, the sidewalk adjacent to, or any other space outside, for any undertaking other than what has been approved by Landlord.
13. **Plumbing Facilities:** Tenant agrees not to use the plumbing facilities for any purpose other than that for which they were constructed, or dispose of any garbage or other foreign substance therein, whether through the utilization of so-called "disposal" or similar units.
14. **Liens:** Tenant agrees not to subject any fixtures, furnishings, leasehold improvements, or equipment in or on the Premises and affixed to the realty, to any mortgage, liens, conditional sales agreement or any other encumbrances.
15. **Damage to the Premises:** Tenant agrees not to perform any act or carry on any practice which may damage, mar or deface the Premises or any other part of the Center.
16. **Cleaning Services:** Tenant agrees that they will not permit window cleaning or other exterior maintenance and janitorial services in and for the Premises to be performed, without the prior approval of Landlord.
17. **Freight Handling Equipment:** Tenant agrees not to use any fork-lift truck, tow truck or any other machine for handling freight in the interior delivery system, if any, except for the truck passageway portion of the Center, or in the Premises, unless the same if powered by electricity.
18. **Floor Loads:** Tenant agrees not to place a load on any floor in the interior delivery system, if any, or in the Premises exceeding the floor load per square foot which such floor was designated to carry. Additionally, Tenant agrees not to install, operate or maintain therein any heavy item of equipment except in such manner as to achieve a proper distribution of the weight.
19. **Electrical Load:** Tenant agrees not to install, operate or maintain in the Premises any electrical equipment which will overload the electrical system therein, or any part thereof, beyond its reasonable capacity for proper and safe operation, or which does not bear underwriters' approval, as determined by Landlord. Landlord will determine electrical capacity based upon the over-all system requirements for the Center.
20. **Nuisance:** Tenant agrees not suffer, permit or commit any waste or any nuisance or other thing in the Premises which may disturb any other tenant or occupant in the Center or use or permit or suffer the use of any machines or equipment in the Premises which cause vibration or noise that may be transmitted to or heard in the Center or in any part of the common area.

Exhibit "C"

WORK TO BE PERFORMED BY LANDLORD PRIOR TO TENANT TAKING POSSESSION:

1. Space will be painted.
2. Carpet will be replaced.

PERSONAL GUARANTEE

Landlord: DCG Development Co.
Tenant: XXXXXXXXX
Lease: Suite XXX, Executive Woods
Guarantor: XXXXXXXXX
Date: XXXXXXXXXXXXXXXXXXXXXXXX

Tenant wishes to enter into the Lease with Landlord. Landlord is unwilling to enter into the Lease unless Guarantor assures Landlord of the full performance of Tenant's obligations under the Lease. Understanding the Lease and this Guaranty after an opportunity to review them with counsel and other advisors of its choice, Guarantor is willing to do so.

Accordingly, in order to induce Landlord to enter into the Lease with Tenant, and for good and valuable consideration, receipt and adequacy of which are acknowledged by Guarantor including without limitation, the benefits that Guarantor will derive from Tenant's entry into the Lease:

1. Guarantor, for itself, its successors and assigns, irrevocably, absolutely, and unconditionally guarantees to Landlord, and the successors and assigns of Landlord, Tenant's full and punctual performance of its obligations under the Lease, including without limitation the payment of Rent and other charges due under the Lease, and not merely collection of Rent and other charges. Guarantor waives notice of any breach or default by Tenant under the Lease. If Tenant defaults in the performance of any of its obligations under the Lease, upon Landlord's demand, Guarantor will perform Tenant's obligations under the Lease.

2. Any act of Landlord, or the successors or assigns of Landlord, consisting of a waiver of any of the terms or conditions of the Lease, or the giving of any consent to any matter related to or thing relating to the Lease, or the granting of any indulgences or extensions of time to Tenant, or any delay or failure by Landlord in enforcing the Lease or a compromise of amounts due under the Lease, may be done without notice to Guarantor and without affecting the obligations of Guarantor under this Guaranty.

3. The obligations of Guarantor under this Guaranty will not be affected by Landlord's receipt, application, or release of security given for the performance of Tenant's obligations under the Lease, nor by any assignment, sublease, or modification of the Lease, including without limitation the alteration, enlargement, or change of the Premises described in the Lease, except that in case of any such modification, the liability of the Guarantor will be deemed modified in accordance with the terms of any such modification, or the termination of the Lease after an Event of Default, or an acceptance of a surrender of the Premises. Landlord's request for Guarantor's consent to any actions described in this Guaranty will not mean that Guarantor's consent is required to that action or any other action described in this Guaranty in order to continue the Guaranty in effect.

4. The liability of Guarantor under this Guaranty will not be affected by (a) the release or discharge of Tenant from its obligations under the Lease in any creditors', receivership, bankruptcy, or other proceedings, or the commencement or pendency of any such proceedings; (b) the impairment, limitation, or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease, resulting from the operation of any present or future bankruptcy code or other statute, or from the decision in any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) Tenant's assignment or transfer of the Lease or sublease of all or part of the Premises described in the Lease; (e) any disability or other defense of Tenant or the invalidity of the Lease for any reason; or (f) the cessation from any cause whatsoever of the liability of Tenant under the Lease.

5. Until all of Tenant's obligations under the Lease are fully performed, Guarantor: (a) waives any right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor, in compliance with the obligations of Guarantor under this Guaranty; (b) waives any other right that Guarantor may have against Tenant by reason of any one or more payments or acts in compliance with the obligations of Guarantor under this Guaranty; and (c) subordinates any liability or indebtedness of Tenant held by Guarantor to the obligations of Tenant to Landlord under the Lease.

6. This Guaranty will apply to the Lease, any extension or renewal of the Lease, and any holdover term following the term of the Lease, or any such extension or renewal.

7. Except as set forth in it, this Guaranty may not be changed, modified, discharged, or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Landlord. The Guarantor's liability under this Lease will end only upon full performance and payment of Tenant's obligations under this Lease.

8. Guarantor is primarily obligated under the Lease. Landlord may, at its option, proceed against Guarantor without proceeding against Tenant or anyone else obligated under the Lease or a guaranty of the Lease or against any security for any of Tenant's or Guarantor's obligations.

9. Guarantor will pay on demand the reasonable attorneys' fees and costs incurred by Landlord, or its successors and assigns, in connection with the enforcement of this Guaranty.

10. Guarantor irrevocably appoints Tenant as its agent for service of process related to this Guaranty. Guarantor consents to the exclusive jurisdiction of the state courts of the state in which the Premises are located. GUARANTOR WAIVES TRIAL BY JURY OF ANY MATTER ARISING OUT OF THIS GUARANTY.

Guarantor has executed this Guaranty as of the Date.

XXXXXXXXXXXXXXXXXXXX

STATE OF NEW YORK)
) SS.:
COUNTY OF SARATOGA)

On this _____ day of _____, in the year 20XX, before me, the undersigned, a Notary Public in and for said state, personally appeared Luis Camacho, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.

Notary Public