

CRIMINAL JUSTICE, PUBLIC SAFETY & EMERGENCY SERVICES
COMMITTEE MEETING
ASSIGNED COUNSEL AGENDA
October 20, 2026

COMMITTEE MEMBERS: Supervisors MADAY, Conover, Strainer, Gilligan, Driscoll, Butler and O'Neill - *Chair of the Board shall serve as an Ex-Officio member when needed in accordance with Section C (4) of the Rules of the Board*

- I. Committee meeting called to order by Chair
- II. Approval of minutes of prior Committee Meeting
- III. Privilege of the floor and public comment
- IV. Action Agenda/New Business Items:
 1. Request: Request to Renew Contract
Rationale: To renew the existing lease with 333 Glen Street Associates, LLC, for office space located at 333 Glen Street, Suite 304, Glens Falls, New York 12801.
- V. Discussion Items: Assigned Counsel Policies and Procedures regarding applicant screening, panel attorney application, review and assignment process and voucher review process.
- VI. Referrals/Pending Items:
- VII. Privilege of the floor and public comment
- VIII. Motion to adjourn

Attachments:

1. Resolution Request Form 04 Extend/Renew Contract – 333 Glens Street Associates, LLC;
2. Lease Agreement Addendum # 1

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: Assigned Counsel

DATE: 10/7/2026

- (a) Purpose of Contract Change:
Renew the Commercial Lease between Warren County and 333 Glen Street Associates, LCC for Office Space located at 333 Glen Street, Glens Falls, NY
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract:
R446 of 2023
- (c) Name of Contractor:
333 Glen Street Associates, LLC
- (d) Address of Contractor: **333 Glen Street, Suite 102**
Glens Falls, New York 12801
- (e) Contractor's Contact Person and Telephone Number:
R. Kevin Lynn, (518) 761-2408
- (f) Commencement Date of Extension: **10/1/2026**
- (g) Termination Date of Extension: **9/30/2027**
- (h) Payment Provisions:
 - i) lump sum amount **N/A**
 - ii) hourly rate amount **N/A**
 - iii) total amount not to exceed **\$ 15,600**
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
Monthly payments of \$1,300
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, and Title, and Amount:
A.1170 470 Legal Defense-Indigents, Contract

Sample: A.1010 470 Legislative Board – Contract \$xx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

*as listed in budget and LOGOS

LEASE AGREEMENT ADENDUM # 1

333 Glen Street Associates, LLC

LANDLORD

and

Warren County Assigned Counsel Office

TENANT

Dated: 9/1/2026

LEASE ADDENDUM

THIS INDENTURE OF LEASE DATED THE 1st DAY OF September, 2026 BETWEEN 333 Glen Street Associates, LLC Located at: 333 Glen Street, Suite 102, Glens Falls, NY 12801. the LANDLORD, Warren County Assigned Counsel Office Located at: 333 Glen Street, Suite 304, 3rd Floor the TENANT.

WITNESSETH

SECTION I. LEASE DEFINITIONS

AS USED HEREIN, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS AND/OR REPRESENT THE AMOUNTS SET FORTH BELOW:

- (A) LEASE TERM: One (1) Year
- (B) PERMITTED USES: Office Space.
- (C) ORIGINAL LEASE COMMENCEMENT DATE: November 1, 2023 . (Exhibit « A »)
- (C) (1) RENEWAL LEASE COMMENCEMENT DATE : OCTOBER 1, 2026
- (D) (1)
Lease shall be a total of \$1,000.00 per month for the period of;
OCTOBER 1, 2026 through SEPTEMBER 30, 2027
- (2) ADDITIONAL RENT:
- JANITORIAL: \$300 PER MONTH
- (E) SECURITY DEPOSIT: Not Required.
- (F) RENOVATIONS:
N/A
- (G) All other terms and conditions of the original lease shall continue in full effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Lease to be duly executed the day and year first above written

Approved as to Form:

County of Warren

Assistant County Attorney

By: _____
Warren County Board of Supervisors

Date: _____

Date: _____

333 Glen Street Associates, LLC

By: _____
R. Kevin Lynn, Asset Manager, 333GSA, LLC

Date: _____

Exhibit "A"
Original Lease Agreement

THIS INDENTURE OF LEASE DATED the 1st day of November, 2023, between 333 Glens Street Associates, LLC located at: 333 Glen Street, Suite 102, Glens Falls, New York 12801, (the "**LANDLORD**"), and the Warren County Assigned Counsel Office, with a principal office at the Warren County Municipal Center, 1340 State Route 9, Lake George, New York 12845, (the "**TENANT**").

WITNESSETH
SECTION I. LEASE DEFINITION

101. AS USED HEREIN, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS AND/OR REPRESENT THE AMOUNTS SET FORTH BELOW:

- (A) LEASE TERM: **3 Years**
- (B) PERMITTED USES: **Office Space**
- (C) LEASE COMMENCEMENT DATE: **November 1, 2023**
- (D) (1) RENT: **Twelve Thousand Dollars (\$12,000.00) Annual; paid in monthly installments of One Thousand Dollars (\$1,000.00) per month.**
- (2) (a) Utilities: Utilities shall be included in rent.
- (b) Taxes: Included in rent.
- (c) Insurance: Included in rent.
- (d) Tenant Improvements: Included.
- (e) Janitorial and Cleaning Fee: Three Hundred Dollars (\$300.00) per month.
- (F) SECURITY DEPOSIT: Not required.
- (G) PLACE OF RENT PAYMENT: **c/o 333 Glen Street Associates, LLC
333 Glen Street, Suite 102 Management Office
Glens Falls, NY 12801**

SECTION II DEMISED PREMISES

201. LANDLORD hereby leases to **TENANT**, and **TENANT** hereby rents from **LANDLORD**, the office premises (hereinafter called the "**Demised Premises**"), located at **333 Glen Street, Suite 304**, in the City of Glens Falls, Warren County, State of New York, the said Demised Premises as referenced in Exhibit "A," together with the appurtenances specifically granted in this Lease, to be used only for the Permitted Uses for the lease term. Landlord

reserves the right to control the use and layout of adjoining areas including the common areas. The exterior walls and the area above the Demised Premises and the use thereof together with the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires and other structural elements leading through the Demised Premises in location that will not materially interfere with Tenants use thereof and serving other parts of the building are hereby reserved unto Landlord.

202. COMMON BUILDING FACILITIES. This Lease includes the right of Tenant to use the Common Building Facilities in common with other tenants of the Building. The words "Common Building Facilities" shall mean all of the facilities in or around the premises designed and intended for use by the tenants of the Building in common with Landlord and each other, including but not limited to corridors, elevators, fire stairs, telephone and electric closets, telephone trunk lines and electric risers, aisles, walkways, truck docks, plazas, the roof and Building Parking Area to the extent not reserved for exclusive use by Landlord or others, courts, restrooms, service areas, lobbies, landscaped areas and all other common and service areas of the Project intended for such use on the date hereof.

SECTION III. COMMENCEMENT DATE/ FAILURE TO OPEN

301. The Lease Term shall commence on November 1, 2023 and shall terminate on September 30, 2026.

SECTION IV. TERM

401. Initial Term. Tenant shall lease the Leased Premises for a **Three (3)** year term to commence on the Term Commencement Date, as defined in Section 101(C). If the Term Commencement Date occurs on the first day of a calendar month, the Term shall expire on the last day of the calendar month preceding the Term Commencement Date.

402. Renewal Term. Tenant is hereby granted a **Three (3)** year option to extend the term of this Lease upon the following terms and conditions:

(a) At the time of the exercise of each option to extend and at the time of said extension, the Tenant shall not be in default in accordance with the terms and provisions of this Lease.

(b) Notice of the exercise of the option shall be received by the Landlord in writing at least one (1) full calendar month before the expiration of the Initial Term.

(c) The Extension Terms shall be for the term of each, the extension term to commence at the expiration of the Initial Term, and all of the terms and conditions of this Lease, other than the Annual Rent, shall apply during any such Extension Term.

(d) The Annual Rent payable by Tenant to Landlord for the extension term shall be that set forth in Section 101.

403. TERM OF THIS LEASE. The word "*term*" and the words "*terms of this Lease*" shall mean the Initial Term and any Extension Term which may become effective.

404. This Lease shall be deemed executory only to the extent of moneys available to the County for the performance of the terms hereof and no liability on account thereof shall be incurred by the County beyond moneys available to or appropriated by the County for the purpose of the Lease and, if applicable, that this Lease shall automatically terminate upon the termination of State or Federal funding available for such Agreement purpose.

SECTION V. RENT AND ADDITIONAL RENT

501. ANNUAL RENT. Commencing on the Term Commencement Date and subject to the provisions of this Lease, Tenant shall pay rent on or before the first of each calendar month in equal monthly installments, as set forth in Section 101(D)(10) of this Agreement, on the first of each calendar month during the Lease Term. The Annual Rent has been calculated at the Annual Rentable Square Foot Rate. Rent for any period of less than one month shall be apportioned based on the number of days in that month. Tenant will pay rent to the Landlord at c/o 333 Glen Street Associates LLC, 333 Glen Street, Suite 102, Glens Falls, NY, 12801 or to such other person or at such other place as Landlord may designate in writing.

502. (a) Tenant agrees to pay to Landlord annual Rent herein before referred to as "Rent" in Sub Paragraph 101(D), payable without prior notice or demand, and without any deduction or setoff whatsoever, in equal monthly installments on the first day of each and every month during the term of this lease.

(b) Tenant shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall Landlord's acceptance of a partial payment constitute accord and satisfaction. Nor will Landlord's acceptance of a partial forfeit Landlord's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check. The Landlord may accept any partial payment check with any conditional endorsement without prejudice to his/her right to recover the balance remaining due, or to pursue any other remedy available under this lease.

503. Janitorial and Cleaning Service(s). Commencing on the Term Commencement Date and subject to the provisions of this Lease, Tenant shall pay the Janitorial and Cleaning Fee of Three Hundred Dollars (\$300.00) per month on or before the first calendar month. Failure of Tenant to pay such fee is *not* a material breach of this Lease. The services provided under the Janitorial and Cleaning Service shall be further described throughout this Lease.

504. Landlords Work: Not applicable.

SECTION VI. LATE CHARGE & GRACE PERIOD

601. Pursuant to Section 235-e of the Real Property Law, if Landlord fails to receive payment for rent on the 5th day of the month, Landlord by certified mail must send Tenant a written notice stating the failure to receive such rent payment.

602. If Landlord shall fail to receive from Tenant by the 15th day of the month, any rent, additional rent, or other charges due under this lease, such unpaid amounts shall then bear interest on the unpaid portion thereof from the 1st day of the month to the date of payment, at the rate equal to eighteen (18%) percent per annum. In addition, Tenant shall pay \$150.00 as an administrative fee which shall be payable without demand, and due on the last day of the month. Interest shall be computed by multiplying unpaid balance, times daily interest, times the number of days outstanding. If Landlord receives two non-sufficient funds checks from the Tenant in a six month period, certified funds will be required for payments from Tenant for the remainder of the lease term.

SECTION VII. HOLDOVER TENANCY

701. Should Tenant hold over in possession of the Demises Premises after the expiration of the term hereof without the execution of a new lease agreement or extension or renewal agreement, Tenant, at the option of Landlord, shall be deemed to be occupying the Demised Premises from month to month, subject to such occupancy being terminated by either party upon at least thirty (30) days' written notice, at the rental, including but not limited to, Rent and additional rent all calculated, from time to time, as though the term of this Lease had continued and otherwise subject to all of the other terms, covenants and conditions of the Lease insofar as the same may be applicable to a month to month tenancy.

702. The parties recognize that the damage to Landlord resulting from any failure by Tenant to timely surrender possession of the Leased Premises will be substantial, will exceed the amount of the monthly installments of the Annual Rent payable hereunder, and will be impossible to measure accurately. Tenant therefore agrees that if possession of the Premises is not surrendered to Landlord upon the expiration or sooner termination of the Lease, in addition to any other rights or remedies Landlord may have hereunder or at law, Tenant shall pay to Landlord, as liquidated damages, for each month and for each portion of any month during which Tenant holds over in the Leased Premises after the Expiration Date or sooner termination of this Lease, a sum equal to one hundred fifty percent (150%) of the aggregate of that portion of the Annual Rent and Additional Rent that was payable under this Lease during the last month of the Term. Nothing herein contained shall be deemed to permit Tenant to retain possession of the Leased Premises after the expiration or sooner termination of the Lease. The provisions of this Article shall survive the expiration or sooner termination of this Lease. Tenant's occupancy subsequent to the expiration or sooner termination of this Lease. Tenant's occupancy subsequent to the expiration or sooner termination of this Lease, whether or not with the consent or acquiescence of Landlord, shall be deemed to be that of a month to month tenancy and in no event constitute a year-to-year and it shall be subject to all terms, covenants and conditions of this Lease applicable thereto, including, without limitation, those set forth in this Article. In the event the Tenant defaults or remains in possession of the Leased Premises or any part thereof after the expiration of the month to month tenancy created hereby then the Tenant's occupancy shall be deemed a tenancy-at-sufferance and not a month to month tenancy.

SECTION VIII. REAL ESTATE TAXES

801. Not applicable.

SECTION IX. COMPUTATION AND BILLING

901. Not applicable.

SECTION X. UTILITY CHARGES

1001. Whether provided by any public or private utility, Landlord shall be solely responsible for, and promptly pay, all charges for heat, air conditioning, water, gas, electricity, sewer use rental or charges and any other utility service used or consumed in the Demised Premises and all costs and expenses involved in the care, management and use thereof.

1002. It is further understood and agreed that Landlord shall in no respect be liable for any failure of the utility companies or governmental authorities, their successors or assigns, to supply the aforesaid services to Tenant and for any failure to supply such services unless the lack of supply is due to the Landlord's negligence.

SECTION XI. INSURANCE AND INDEMNIFICATION

1101. Landlord agrees to carry, at the Landlord's expense, during the Term hereof: general liability insurance on the Demised Property, including common and parking areas, in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate; and an umbrella coverage of Five Million Dollars (\$5,000,000.00). Landlord shall furnish Tenant with a certificate of insurance evidence all insurance requirements of the Landlord herein.

1102. Notwithstanding the terms, conditions or provisions, in any other writing between the parties, Landlord hereby agrees to effectuate the naming of Warren County, its boards, officers and employees as additional insured on a primary, non-contributory basis on the Landlord's insurance policy. All policies of insurance naming Warren County, its boards, officers and employees as additional insureds on a primary, non-contributory basis shall: be an insurance policy from an A.M. Best Rated A-Minus New York State licensed insurer; contain a thirty (30) day notice of cancellation; and state that the organizations coverage shall be primary coverage for the municipality, its boards, officers and employees. The failure of Warren County to object to the contents of the Certificate or the absence of the same shall not be deemed a waiver of any and all rights held by Warren County.

1103. The Landlord acknowledges that failure to obtain such insurance on behalf of Warren County, its boards, officers and employees constitutes a material breach of contract and subject to liability for damages, indemnification and all other legal remedies available to the Tenant.

1104. It is agreed that the Tenant will indemnify and save harmless the Landlord against all claims and demands for damages to person or property based upon or arising from, the negligent use of said premises by the Tenant under this lease. Tenant shall, during the entire term hereof, keep in full force and effect a policy of bodily injury and property damage, comprehensive liability insurance with respect to the Demised Premises and the business operated by Tenant and any Sub-Tenants of Tenant in the Demised Premises in which the limits of bodily injury liability and property damage liability shall be not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit or such higher amounts as may be reasonably required by Landlord. Coverage under the Tenant's policy is to include products, personal injury (employee's exclusion to be voided), blanket contractual and broad form comprehensive general liability. The policy shall name Landlord, Landlord's Agents, and Tenant as insured. If Tenant shall not comply with its covenants made in this section, such failure shall constitute a breach of contract.

1105. (a) Tenant agrees to carry all risk fire and extended coverage insurance, in an amount sufficient to assure that the 80% coinsurance provisions of the policy do not come into effect, on a repair and replacement basis on all improvements to the Demised Premises provided by Tenant, and shall contain an express waiver of any right of subrogation against Landlord and Agent. Tenant also agrees to carry said insurance for Tenant merchandise, trade fixtures, furnishings, wall covering, carpeting, drapes, equipment, and all other items of personal property of Tenant located on or within the Demised Premises.

(b) Tenant shall carry Worker's Compensation Insurance covering Tenant's business operations in the Demised Premises.

1106. (a) Tenant will not do, omit to do, or suffer to be done or keep or suffer to be kept anything in, upon or about the Demised Premises which will violate the provisions of Landlord's policies insuring against loss or damage by fire or other hazards (including but not limited to, public liability) which will adversely affect Landlord's fire or liability insurance premium rating, or which will prevent Landlord or Tenant from procuring such policies in companies acceptable to Landlord or otherwise required by the lease. If anything done, omitted to be done, or suffered to be done by Tenant, or kept or suffered by Tenant to be kept in, upon or about the premises shall by itself or in combination with other circumstances existing at building cause the premium rate of fire or other insurance on the Demised Premises, or other property of the Landlord in companies acceptable to Landlord to be increased beyond the established rate fixed by the appropriate underwriters from time to time applicable to the premises for use for the purposes permitted under this Lease, Tenant shall pay the amount of such increase.

(b) Any flammable or combustible material kept by Tenant in or upon the Demised Premises must be kept in special containers and at such locations as may be specified by the insurance carried, fire insurance underwriter, and any and all state, local, or other governmental authorities, and no explosive material, high pressure steam generating equipment, or similarly hazardous material or equipment, shall be kept on the Demised Premise.

1107. Tenant shall indemnify and save harmless Landlord from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from, or out of any occurrence in, upon or at the Demised Premises

or the occupancy or use by Tenant of the Demised Premises or any part thereof, or occasioned wholly or in part by any negligent act or omission of Tenant, its agents, contractors, employees, servants, lessees or concessionaires.

1108. Tenant agrees that all insurance that is required to be maintained under this Lease shall be with insurance companies of good credit satisfactory to both parties and that the original policies, or true copies or abstracts evidencing all of the aforementioned insurance coverage shall be delivered to Landlord within twenty (20) days prior to the commencement of the term hereof and shall contain a clause that the insurer will not cancel or change the insurance without first giving the other party twenty (20) days prior written notice thereof and, further, that new or renewal policies shall be delivered to both parties at least twenty (20) days before the expiration date, or sooner termination of each policy.

1109. (a) To the fullest extent permitted by law, Landlord shall indemnify, hold harmless and defend Warren County, its boards, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon Warren County, its boards, officers, employees and volunteers for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including Landlord's employees, on or account of damages to property including loss of use thereof, arising directly or indirectly from the negligent acts or omissions of Landlord, it's employees, agents, representatives, materialmen, and/or supplier in their duties under this lease and by law. If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law.

(b) Harassment. Any type of Harassment is against Warren County policy and is unlawful. Landlord acknowledges and agrees that they have read the entirety of the Warren County Harassment and Discrimination Policy, a copy of which can be found online at <https://warrencountyny.gov/hr/forms.php> under Discrimination and Harassment. This Lease incorporates the entire policy as a material term of this agreement. Landlord shall follow the policy in its entirety. If a complaint does arise, Landlord is to notify Warren County promptly. To the fullest extent permitted by law, Landlord shall indemnify, hold harmless and defend Warren County, its boards, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, resulting from Landlord's and Landlord's agent's breach of this policy.

SECTION XII. RULES AND REGULATIONS

1201. Landlord agrees that in carrying out the rules and regulations applicable to all of Landlord's tenants in the building, Tenant shall not be discriminated against, and Tenant covenants and agrees that Tenant shall comply with reasonable rules and regulations set by Landlord from time to time for operation of the building, including the following:

(a) No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted or affixed to any part of the Demised Premises or the inside of the building of which they form a part, unless approved by Landlord in writing.

(b) All loading and unloading of goods shall be done only at such times, in the areas and through the entrances, designated for such purpose by landlord;

(c) Landlord shall dispose of refuse and garbage in accordance with the agreed upon Janitorial and Cleaning Service Fee. Landlord and Tenant shall agree and coordinate a schedule for refuse/garbage pickup.

(d) The common areas immediately adjoining the Demised Premises shall be kept clean by Landlord and Tenant shall not place or permit any obstructions or merchandise in such areas;

(e) Nothing is to be attached or placed on the roof or the exterior walls of the Demised Premises and Tenant's access to the roof shall be limited to inspection for damages only;

SECTION XIII. SIGNS AND WINDOWS

1301. All signs (collectively "Signs" and individually each a "Sign") erected on the outside of the Demised Premises shall be consistent in quality and character, in the sole determination of the Landlord, and furthermore, shall comply with the following requirements:

(a) All Sign designs must be approved by Landlord;

(b) All Signs, the installation thereof and all work relating thereto must comply in all aspects with all applicable governmental and Historic Review Board rules and regulations and all requirements of Landlord's insurance company;

(c) Any damage to any Sign shall be repaired within 48 hours after the damage shall have occurred;

(d) No flashing Signs shall be permitted;

1302. Landlord reserves the right to specify additional Sign requirements from time to time, provided that no such requirements shall affect or require a change in any Sign placed on the Demised Premises prior to the implementation of such requirement.

1303. Landlord shall install frosted and/or tinted windows on all outside facing windows free of charge to the Tenant.

SECTION XIV. BUILDING MAINTENANCE AND REPAIRS

1401. Landlord shall, at all times, maintain the Demised Premises (including all doors, glass in the doors and windows) and all partitions, doors, and window frames, fixtures, equipment and appurtenances thereto (including, but not limited to) all common electrical, heating and plumbing fixtures, heating, air conditioning, mechanical installations therein, in good order, condition, replacement and repair at its own expense. Landlord shall be responsible for building standard light bulbs only.

1402. Landlord shall be responsible for janitorial and cleaning services as provided by the provisions of this Lease.

1403. Landlord will keep the roof and exterior of the premises in proper repair, provided that Tenant shall give Landlord written notice of the necessity of such repairs. Tenant, without the prior written consent of the Landlord first had and obtained, shall not perform any work of any nature whatsoever to the roof, exterior walls, or to any of the structural portions of the building of which the Demised Premises are a part. Any resultant damage to the Demised Premises, or any person or property situate in the Demised Premises, shall be the sole responsibility of the Tenant and shall be rectified in a reasonable amount of time.

1404. Tenant's Repairs. At its expense, Tenant shall make all repairs and replacements to the Leased Premises which are specifically agreed upon in this Lease to be Tenant's obligations;

1405. Tenant shall be solely responsible for repairs of any data and telephone network wiring and equipment.

1406. Without limitation, Tenant shall not be liable for repairs or replacements necessitated by ordinary wear and tear, damage by fire or other casualty and damage caused by Landlord or by anyone other than Tenant or Tenant's agents, servants, employees or contractors acting within the scope of their employment or agency.

1407. *Landlord's Repairs.* Landlord shall perform all maintenance and make all repairs, restoration and replacements to the Project not specifically imposed upon Tenant by the provisions hereof, the same to be included as Operating Expenses, except where the repair has been made necessary by misuse or neglect by Tenant, in which event Landlord shall nevertheless make the repair but Tenant shall pay to landlord, as Additional Rent. Tenant, however, shall be given a thirty (30) day right to cure or make any necessary repairs that are not of immediate concern to the Landlord. Immediate concern shall be defined as any maintenance or repair that if not made within thirty (30) days will significantly alter the Demised Property or would create a health risk to the safety of any tenant(s) occupying of the property. Without limiting the generality of the foregoing sentence or the following, landlord shall maintain, repair and replace, as necessary, and keep in good order, safe and clean condition, the same to be included as Operating Expenses, (1) the plumbing, sprinkler, HVAC and electrical and mechanical lines and equipment associated therewith, elevators and boilers, broken or damaged glass and damage by vandals; (2) utility and trunk lines, tanks and transformers and the interior and exterior structure of the Building, including the roof, exterior walls, bearing walls, support beams floor slabs,

foundation, support columns and window frames; (3) improvements to the Land, including ditches, shrubbery, landscaping and fencing; and (4) the Common Building Facilities located within or outside the Building, including the common entrances, corridors, interior and exterior doors and windows, loading docks, stairways, lavatory facilities and the Building parking Area and access ways thereof. Further, Landlord shall perform all repairs and restoration required by Article 10, "Fire and Other Casualty Insurance" and Article 12, "Condemnation."

SECTION XV. SURRENDER OF PREMISES

1501. At the expiration of, or sooner termination of the tenancy hereby created, Tenant shall peaceably surrender the Demised Premises in the same condition of cleanliness, repair, and order as the Demised Premises were in upon the commencement of business under this Lease, reasonable wear and tear and damage by unavoidable casualty excepted, to the extent that same is covered by Landlord's fire insurance policy with extended coverage endorsement, and tenant shall surrender all keys for the Demised Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes, and vaults, if any, in the Demised Premises. Tenant shall comply with Sub Paragraph 2002 hereof, respecting the removal of its trade fixtures before surrendering the Demised Premises as aforesaid. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease.

1502. Landlord shall comply with all regulations contained with Section 7-108 of the New York State General Obligation Law, including but not limited to Landlord's responsibility to conduct an exit walk-through no more than 2 weeks and no less than one week before the surrender.

SECTION XVI. COMMON AREA MAINTENANCE

1601. Not applicable.

SECTION XVII. CONDUCT OF BUSINESS BY TENANT

1701. Tenant covenants and agrees that it shall use the Demised Premises only for the "permitted uses" and Tenant agrees to use and occupy the Demised Premises for the foregoing purposes and for no other. Tenant expressly covenant that it will continuously operate its business in the Demised Premises as aforesaid, during the term hereof, and any renewals and shall not vacate, abandon, or otherwise cease to terminate its operation therein except as otherwise specifically permitted or provided in this Lease.

1702. Tenant agrees that throughout the term hereof it shall, in good faith, conduct its business at all times in a first-class manner consistent with reputable business standards and practices.

1703. Tenant shall operate and or advertise the business operated at, or from the Demised Premises only under the name(s): The County of Warren, Warren County, Warren County Assigned Counsel Office, The Office of the Warren County Assigned Counsel or a combination

of the aforementioned, unless and until the use of another name is permitted, in writing, by Landlord.

SECTION XVIII. ASSIGNMENT AND SUBLETTING

1801. Tenant covenants and agrees not to assign this Lease or to sublet the whole or any part of the Demised Premises, or to permit or suffer any other persons to occupy same without the written consent of the Landlord first had and obtained. Any attempted assignment or subletting, without the consent of Landlord, or in violation of this provision shall not relieve Tenant from liability for payment of rent or other sums herein provided or from the obligation to keep and be bound by the terms, conditions, and covenants of this Lease. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or the subletting of the Demised Premises. In determining whether to grant consent to the Tenant's sublet or assignment request, the Landlord may consider any reasonable factor. Landlord and Tenant agree that any one of the following factors, or any other reasonable factor, will be reasonable grounds for deciding the Tenant's request:

- (a) financial strength of the proposed subtenant assignee must be in accordance with generally acceptable commercial standards;
- (b) business reputation of the proposed subtenant assignee must be in accordance with generally acceptable commercial standards;
- (c) use of the premises by the proposed subtenant assignee must be identical to the use permitted by this lease;
- (d) rent of the proposed subtenant assignee must be at least equal to that of the existing tenant;
- (e) managerial and operational skills of the proposed subtenant assignee must be the same as those of the existing tenant;
- (f) use of the premises by the proposed subtenant assignee will not violate or create any potential violation of any laws;
- (g) use of the premises will not violate any other agreements affecting the premises, the Landlord or other Tenants.

1802. Not applicable.

1803. An assignment for the benefit of creditors or by operation of law shall not be effective to transfer any rights to assignee without the written consent of the Landlord first having been obtained.

1804. Anything in this Lease to the contrary notwithstanding, Landlord shall not be required to consent to any assignment thereof or the subletting of the whole or any part of the Demised Premises unless Tenant and the proposed subtenant or assignee, as the case may be, shall certify to Landlord that no payment, direct or indirect, in cash or in kind, nor any other consideration, has been made, or will be made to tenant, its subsidiaries, affiliates, parent or other entity under common control nor any officer, director, stockholder, or individual connected with them, for all or any part of Tenant's leasehold interest, or of Tenant's fixtures and or leasehold improvements. Landlord shall not be required to consent to any sublease wherein the total rents to be paid by subtenant shall exceed the total rents paid or to be paid by Tenant under the Lease. The foregoing paragraph shall continue to be applicable to all successor assignees or subtenants.

1805. If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, 11 U.S.C., 101 et. seq. (the "Bankruptcy Code"), any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord, and shall not constitute property of Tenant, or of the estate of tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid or delivered to Landlord.

Nothing in this section shall be deemed to constitute a waiver by the Landlord of other rights available to Landlord under the Bankruptcy Code, or other applicable law.

SECTION XIX. SUBORDINATION, ATTORNMENT AND OFFSET STATEMENT

1901. Within ten (10) days after Tenant receives a request therefore by Landlord, Tenant agrees to deliver, in recordable form, a certificate to any purchasers or proposed mortgagee of the building or any portion thereof, certifying (if such be the case) that the Tenant has accepted the Demised Premises, this Lease is in full force and effect, and there are no defenses or offsets thereto (or stating those asserted by Tenant), no notice of assignment of Landlord's interest therein has been given and the date to which rent has been paid.

1902. Landlord shall provide prompt notice to Tenant if Landlord or the Demised Property is subject to any lien or if any proceeding is brought against Landlord that shall have an effect on Tenant's right to occupy the Demised Premises. Tenant shall have the right to immediately terminate this lease agreement without further responsibility to Landlord for any monies whatsoever.

SECTION XX. FIXTURES, ALTERATIONS

2001. All fixtures installed by Tenant shall be new or completely reconditioned. Tenant shall not make or cause be made any alterations, additions, or improvements or install or cause to be installed any trade fixtures, exterior signs, floor coverings, interior or exterior lighting, plumbing fixtures, shade or awnings or make any changes to the store front without first obtaining

Landlord's written approval and consent. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought.

2002. Any alterations, additions and improvements made by the Tenant, or made by the Landlord on the Tenant's behalf by agreement under this Lease, shall remain the property of the Tenant for the term of the Lease, or an extension or renewal thereof. Such alterations, decorations, additions, and improvements, shall not be removed from the premises without prior consent in writing from the Landlord. Upon expiration of this Lease, or any renewal term thereof, the Tenant shall remove (if requested by Landlord) all its fixtures and such alterations, decorations, additions, and improvements, and restore the Demised Premises as provided in Section XV hereof. If the Tenant fails to remove its fixtures and such alterations, decorations, additions and improvements, and restore the Demised Premises, then at Landlord's option, any such fixtures, alterations, decorations, additions and improvements shall either become Landlord's property or Landlord may remove and dispose of them and restore the demised Premises, and in such event Tenant shall pay the cost and expense thereof to Landlord as additional rent upon demand.

2003. Tenant shall promptly pay all contractors and materialmen, so as to minimize the possibility of a lien attaching to the demised Premises, and should any such lien be made or filed, Tenant shall bond against or discharge the same within ten (10) days after written request by Landlord.

SECTION XXI. DESTRUCTION OF DEMISED PREMISES

2101. If the Demised Premises shall be damaged by fire or other casualty, by the negligent acts or omissions of the Tenant, normally covered by policies of fire and broad form extended coverage insurance, but are not thereby rendered untenable in whole or in part, Landlord shall, at its own expense, cause such damage to be repaired, and the rent and all other charges payable hereunder shall not be abated. If by reason of such occurrence, or by an act of God, the Demised Premises shall be rendered untenable only in part, Landlord shall, at its own expense, cause the damage to be repaired and the rent meanwhile shall be abated proportionately as to the portion of the Demised Premises rendered untenable. If the premises shall be rendered wholly untenable by reason of such occurrence, or by an act of God, the Landlord shall, at its own expense, cause such damage to be repaired, and the rent meanwhile shall be abated in whole; excepting, however, that either party shall have the right to be exercised by notice in writing to the other within thirty (30) days from and after said occurrence to cancel this Lease.

2102. If the Landlord is required to repair or reconstruct the demised Premises pursuant to the provisions of this section, Landlord must ensure Tenant is placed in a reasonably similar position as when Tenant took possession of the Demised Premises.

2103. Tenant agrees to give notice to Landlord of any accident of damage, whether such damage is caused by insured or un-insured casualty, occurring in, on or about the Demised Premises, within seventy-two (72) hours after such occurrence.

2104. In the event that fifty percent (50%) or more of the building shall be damaged or destroyed to such an extent that Landlord, in its sole discretion, elects to discontinue operation of the building, then Landlord or Tenant may cancel this Lease by giving written notice of its election and this Lease shall terminate and shall become null and void ninety (90) days after such notice. Any rent paid shall be returned to the Tenant at a pro-rated amount.

SECTION XXII. EMINENT DOMAIN

2201. If the whole of the Demised Premise shall be acquire or condemned by eminent domain for any public or quasi-public use or purpose (a sale in lieu of condemnation to be deemed a taking for the purposes of this paragraph) then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding, and all rentals shall be paid up to that date, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease, except Rent monies paid in advance.

2202. Although all damages in the event of any condemnation are to belong to the Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Demised Premises. Tenant shall have the right to claim and recover from the condemning authority.

SECTION XXIII. TENANT DEFAULTS - CURING

2301. Applicable only to the express provisions set forth herein or by law.

SECTION XXIV. COVENANTS

2401. Affirmative Covenants.

(A) Tenant covenants and agrees that:

(i) Tenant shall not bring, keep, discharge or release or permit to be brought, kept, discharged or released, in or from the Premises or the Building any Hazardous Materials except in compliance with all applicable federal, state and local laws, regulations or ordinances. As used in this Lease, "Hazardous Materials" shall mean any toxic or hazardous substance, material or waste or any other contaminant or pollutant which is or becomes regulated by any federal, state or local law, ordinance, rule or regulation and shall include asbestos and petroleum products and the terms "Hazardous Substance" and "Hazardous Waste" as defined in the Comprehensive Environmental Response, Compensations and Liability Act, as amended, 42 U.S.C. §9601 et. Seq. And the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. §6901 et. Seq. Any Hazardous Materials shall be used, kept, stored and disposed of in accordance with all applicable federal, state and local laws. Tenant shall comply with all federal, state and local reporting and disclosure requirements with respect to Hazardous Materials applicable in its business operations on the Premises. Upon the written request of Landlord, Tenant shall provide periodic written

reports of the type and quantities of any and all Hazardous Materials, waste and contaminants (whether or not believed by Tenant to be Hazardous Materials) used, stored or being disposed of by Tenant in or from the Premises.

(ii) Tenant shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Materials that is requested by Landlord, provided that, if such information, use or generation of Hazardous Materials is a trade secret or confidential business information, Landlord shall be willing to enter into a confidentiality agreement in form, substance and detail reasonably acceptable to Landlord. If Tenant fails to fulfill any duty imposed under this paragraph 38th within a reasonable time, Landlord may do so; and in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the Laws to the Premises and Tenant's use thereof, and for compliance therewith, and Tenant shall execute all documents promptly upon Landlord's request.

(B) Anything in this lease to the contrary notwithstanding, Tenant will indemnify, defend and hold Landlord, Landlord's lender, the manager of Premises and their respective constituent members, employees and agents harmless from and against any and all liabilities, claims, damages, penalties, expenditures, loss, demands, defenses, judgements, suits, actions, proceedings, or charges, including but not limited to, all reasonable costs of legal and expert fees and disbursements and of investigations, monitoring, legal representations, remedial response, removal, restoration or permit acquisitions, which may be required, undertaken, offered, paid, awarded or otherwise incurred as a result of any contamination by Hazardous Materials existing on, in or under the Premises arising from the acts or omissions of the Tenant or any of its employees, agents, licensees or invitees or any independent third party's activities on the Premises during the Lease Term.

(C) Anything in this Lease to the contrary notwithstanding, Landlord will indemnify, defend and hold Tenant harmless from and against any and all liabilities, claims, damages, penalties, expenditures, losses or charges including, but not limited to, all costs of investigations, monitoring, legal representations, remedial response, removal, restoration or permit acquisition, which may be required, undertaken, offered, paid, awarded or otherwise incurred as a result of any contamination by Hazardous Materials existing on, in or under the Premises arising prior to the commencement of this Lease from whatever source or arising from the acts or omissions of the Landlord or any of its agents, employees, licensees or invitees on or in the Premises.

(D) The obligations and liabilities under this Section XXIV shall survive the expiration or termination of this Lease.

SECTION XXV. DEFAULT OF THE TENANT

3001. The following events shall be deemed to be an event of default by Tenant and a breach under this Lease:

(a) If Tenant shall fail to pay rent, or any charges herein reserved as additional rent after the same shall become due and payable under the terms and conditions of this Lease, and said failure shall continue for a period of thirty (30) days, or if such payments are not made on time for a total of four months in any twelve month period.

(b) If Tenant shall fail to comply with any term, provision, or covenant of this Lease, other than the payment of rent, and shall not cure such failure within a reasonable amount of time after written notice thereof to Tenant.

(c) If Tenant shall desert or vacate any substantial portion of the Demised Premises.

(d) If Tenant shall do or permit to be done anything which creates a lien upon the Demised Premise.

(e) If Tenant shall remove or attempt to remove any goods or chattels, which belong to Landlord and are designed to remain inside the Demised Premises.

3002. If an event of default shall occur, then, and in addition to any other rights or remedies Landlord may have, Landlord may exercise such remedies as provided to Landlord in the New York State Real Property Law or the New York State 2019 Tenant Protection Act.

In accordance with New York State Law, if Tenant does pay delinquent rent before a hearing for eviction, Landlord must accept the payment and withdraw petition for eviction.

3003. If an event of default, as defined in Sub Paragraph 3101, shall occur, or if this Lease shall be terminated, as provided in Sub Paragraph 3101:

(a) Landlord may have every available legal remedy available to reoccupy the Demised Premises.

(b) Landlord must in good faith, according to the Landlord's resources and abilities, take reasonable and customary steps to rent the Demised Premises. Landlord must mitigate damages when or if repairs and alterations need to be made to ensure the Demised Premises is tenantable.

3004. If this lease shall be terminated as provided in this Section, or by summary proceedings or otherwise, and whether or not the premises shall be relet, the Landlord shall be entitled to recover from the Tenant, and the tenant shall pay to the Landlord the following:

(a) (i) An amount equal to all expenses, including reasonable counsel fees incurred by the Landlord in recovering possession of the Demised Premises; (ii) all reasonable costs and charges for the care of the Demised Premises while vacant; and (iii) an amount equal to all expenses incurred by the Landlord in connection with the reletting of the demised Premises or any part thereof, including broker's commission, advertising expenses, and the cost of repairing, renovating or remodeling the Demised Premises, which amounts set forth in this subdivision (a) shall be due and payable by the Tenant to the Landlord at such times as the expenses, costs, and charges shall have incurred; and

(b) An amount of rent that is considered delinquent and that is not paid to Landlord by Tenant prior to Landlord reletting the Demised Premises.

3005. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy at law, or in equity, as if re-entry, summary proceedings, and other remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity.

3006. Notwithstanding any other provision of this Lease, if Tenant shall default in the payment of any rent and or any other payments required of Tenant, or any part thereof, and if such default shall continue for thirty (30) days after the payment thereof shall be due, then without any previous notice or demand, and without terminating the Lease, Landlord may institute any action, suit, or proceeding provided for by law (notwithstanding the fact that such is not otherwise provided for herein), against the Tenant from time to time to recover any of the aforesaid sums which at the commencement of any such action, suit or proceeding shall then or theretofore have become due and payable to the Landlord under any provision hereof, without waiting until the end of the original term of this Lease.

3007. The exercise of one or more of the remedies herein provided shall not preclude the Landlord or Tenant from exercising any other remedy herein provided, or provided by law.

3008. Tenant agrees that in the event its default in the performance of any of the terms, conditions, or covenants of this Lease requires the Landlord, in the exercise of its sole discretion, to use the services of an attorney, whether or not an employee of Landlord, to attempt to, or successfully remedy such default, that Tenant will reimburse Landlord for reasonable attorney's fees upon a finding by a Court that reasonable attorney's fees are owed by Tenant.

3009. Landlord agrees that in the event its default in the performance of any of the terms, conditions, or covenants of this Lease requires the Tenant, in the exercise of its sole discretion, to use the services of an attorney, whether or not an employee of Tenant, to attempt to, or successfully remedy such default, that Landlord will reimburse Tenant for any and all reasonable expenses incurred in its use of such attorney and in any action which said attorney may take. Such expenses shall include, but are not limited to: legal fees, court costs, cost of filing and serving summons and or complaints, etc.

SECTION XXVI. SECURITY DEPOSIT

3101. Not applicable.

SECTION XXVII. ACCESS BY LANDLORD

3201. Landlord or Landlord's agents shall have the right to enter the Demised Premises upon one day written notification to examine the same and to show them to prospective purchasers or lessees of the building, and to make such repairs, alterations, improvements, and additions to the Demised Premises or the building of which the Demised Premises are a part, or adjoining same as Landlord may deem necessary or desirable. Due to the confidential nature of Tenant's obligations as a Public Defender's Office, Landlord must take all precautionary measures when entering the Demised Premises to protect the confidential nature of Tenant's documents, conversations, and work. If Tenant shall not be personally present to open and permit an entry into said Demised Premises at any time when in the event of an emergency an entry therein shall be necessary, Landlord or Landlord's agents may forcibly enter the same, without rendering Landlord or such agents liable therefor and without, in any manner, affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever for the care, maintenance, or repair of the building or any part thereof, except as otherwise herein specifically provided.

3202. (A) Landlord shall, upon advance one day written notice to Tenant (except in an emergency), have the right (i) at all reasonable times during Tenant's business hours to inspect the Leased Premises and to show the same to prospective mortgagees and purchases; (ii) during the last six (6) months of the term, to show the same to prospective tenant; and (iii) at all times to make repairs or replacements as required by this Lease or as may be necessary; provided, however, that Landlord shall use all reasonable efforts not to disturb Tenant's use and occupancy of the Leased Premises, which specifically includes the confidential obligations Tenant has to their clients.

(B) Landlord shall have the right to enter the Leased Premises after Tenant's business hours to perform cleaning and janitorial services and at all times to enter in emergencies.

(C) Tenant may designate one or more areas in the Leased Premises as secure areas, and Landlord shall have no right of access thereto without being accompanied by Tenant's designated representative except in the case of emergencies.

SECTION XXVIII. TENANT'S PROPERTY

3301. Tenant shall not be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind owned by the Tenant, or placed in, upon or about the Demised Premises by the Tenant.

3302. Neither Landlord, nor Landlord's agents, shall be liable for any damage to the property of Tenant, or of others located on the Demised Premises, nor for the loss of, or damage to, any property of Tenant or of others by theft or otherwise, unless such damage is caused by the negligent or intentional acts or omissions of Landlord or Landlord's agents. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, collapse, falling plaster, steam, gas, electricity, water, rain or snow, or leaks from any part of the Demised Premises or the public, or caused by operations in construction of any private, public, or quasi-

public work, unless such damage is caused by the negligent or intentional acts or omissions of Landlord or Landlord's agents. Landlord shall not be liable for any unknown latent defect in the Demised Premises, or in the building of which they form a part. All property of Tenant kept or stored on the Demised Premises shall be so kept or stored at the risk of Tenant only, and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carriers, unless such damage shall be caused by the willful act or neglect of Landlord occurring after the commencement of the term hereof. Except as specifically provided herein to the contrary, this section and the waiver herein contained shall pertain to matters subsisting before as well as after the execution of this Lease and the commencement of the term hereof.

SECTION XXIX. SUCCESSORS

3401. All rights of liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as provided in Section XVIII hereof.

3402. Landlord must provide prompt notice to Tenant upon accepting an offer to sell the Demised Property. Such sale contract must include and ensure Tenant's right to occupy the Demised Premises during this Lease Term.

SECTION XXX. MISCELLANEOUS PROVISIONS

3501. (a) The waiver by Landlord or Tenant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of landlord's knowledge of such preceding breach at the time of acceptance of such rent.

3502. No payment by Tenant or receipt by Landlord or Landlord's agent, of a lesser amount than the monthly rent herein stipulated 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 or Landlord's agent may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

3503. In any event, should Landlord require the service of any attorney(s) in connection with this agreement, then Landlord shall be entitled to recover from Tenant reasonable attorney's fees only in the event that a court of appropriate jurisdiction grants such fees.

3504. This Lease and the Exhibits and Rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Demised Premises and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

3505. (a) Any notice by Tenant to Landlord must be served by Certified or Registered Mail, postage prepaid, addressed to Landlord at the address first hereinabove given or at such other address as Landlord may designate by written notice.

(b) Any notice by Landlord to Tenant must be served by Certified or Registered Mail, postage prepaid, addressed to Tenant at the Demised Premises or at such other address as tenant shall designate by written notice.

3506. The captions, section numbers, sub paragraph numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope of intent of such sections or sub paragraphs of this Lease nor in any way affect this Lease.

3507. The term "Tenant" shall be deemed and taken to mean the County of Warren, New York, on behalf of the Warren County Assigned Counsel Office.

3508. The term "Landlord" as used in this Lease shall refer only to the owner for the time being of Landlord's estate in the Demised Premises or the building of which it is a part. Landlord shall be and is hereby relieved of all covenants and obligations of Landlord hereunder after the date of transfer of Landlord's estate in the Demised Premises, or the building of which it is a part, and it shall be construed without further agreement between the parties that the transferee has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder during such time as said transferee shall own or hold Landlord's estate or interest in the Demised Premises or the building of which it is a part. The provisions of this Sub Paragraph 3609 shall apply to each successive transfer of Landlord's interest or estate. the liability of the Landlord under this Lease shall be, and is hereby limited to Landlord's interest in the Demised Premises and the building of which it is a part, and no other asset of Landlord shall be affected by reason of any liability which Landlord may have to Tenant, or to any other person by reason of this Lease, the execution thereof, or the acquisition of Landlord's interest.

3509. The submission of this Lease for examination does not constitute a reservation of or option for the Demised Premises and this Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and Tenant.

3510. (a) The parties agree that neither party will record the lease. In the event that either party wishes to establish the lease of record the parties agree to execute a memorandum of lease in form suitable for recording and to execute any additional forms or returns necessary to record the memorandum. The party wishing to record the memorandum shall pay all fees necessary to record memorandum.

(b) However, this leased is understood to constitute a public document subject to any and all disclosure laws, including but not limited to the Freedom of Information Law.

3511. Any law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the covenants and conditions of this Lease in strict accordance with the terms hereof, notwithstanding and conduct or custom on the part of the Landlord in refraining from so doing at any time or times. The failure of Landlord at any time or times to enforce its right under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this Lease, or as having in any way or manner modified the same.

3512. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulation, riots, insurrection, war or other reasons or a like nature, not the fault of the party delayed in performing work or doing acts required under the terms of the Lease, then performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this subparagraph shall excuse Tenant from the payment of rent, or any other payments required by the terms of this Lease. Under no circumstance shall the Tenant be responsible for any sort of payment if Tenant cannot fully occupy the Demised Premises by reasons of this aforementioned.

3513. Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and each of the parties agrees to indemnify the other against, and hold the other harmless from any such claim (including, without limitation, the cost of counsel fees in connection therewith).

3514. If any term covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

3515. Upon payment by the Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on the Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Demised Premises.

3516. This Lease Agreement is to be governed by the laws of the State of New York. If any conflict arises between the parties in relation to this Lease Agreement, it is agreed that any proceeding brought shall be in the appropriate State court located in the County of Warren or in the Federal District Court in the Northern District of New York.

3517. The Tenant will protect all carpets with carpet pads beneath rolling chairs or desks.

3518. Landlord Assignment. Landlord shall not have the right to assign its interest in this Lease unless upon signed written consent from the Chairman of the Warren County Board of Supervisors. The word "Landlord" used herein, means only the owner for the time being of Landlord's interest in this Lease, and, in the event of any transfer of Landlord's Interest in this Lease the transferor shall cease to be liable, and shall be released from all liability for the performance or observance of any agreements or conditions on the part of Landlord to be performed or observed provided that from and after said transfer, the transferee shall assume and be liable for the performance and observance of said agreements and conditions. In addition, the words "Landlord" and "Tenant" as used in this Lease shall mean every person or party named as Landlord and/or Tenant in this Lease. Any notice given as provided in the Lease shall bind all such parties and it shall have the same force as if given to all of them.

3519. Partial Invalidity. If any covenant, condition or provision of this Lease, or the application thereof to any Person or circumstance, shall be held to be invalid or unenforceable, then in each such event the remainder of this Lease or the application of such covenant, condition or provision to any other Person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by the Laws.

3520. Upon request to extend this lease, Tenant agrees to provide a Warren County Board of Supervisor resolution authorizing the extension of this lease, along with a certification that funds have been appropriated for the lease.

3521. Tenant shall not make any alterations, installations, changes, replacements, additions or improvements (structural or otherwise) in or to the Leased Premises or any part thereof without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. It shall be deemed reasonable for the Landlord to withhold its consent if Landlord's lender withholds its consent to any such alteration, installation, change, replacement, addition or improvement. Maintenance and repair of equipment such as special lights, fixtures, kitchen fixtures, auxiliary heating, ventilation, or air-conditioning equipment, private bathroom fixtures and any other type of special equipment together with related plumbing or electrical services, or Tenant's rugs, carpeting and drapes within the Premises, installed by Tenant or such other maintenance or repair caused directly or indirectly by the acts or omissions of Tenant and its agents, patients, employees, licensees or invitees, shall be the sole responsibility of Tenant, and Landlord shall have no obligation in connection therewith.

3522. If Tenant desires to make alterations, improvements, replacements or other changes, Tenant shall make a request for Landlord's approval by submitting to Landlord a list of proposed contractors and plans and specifications for the work to be performed. In making, or causing to be made, any alterations, addition or improvement, Tenant shall comply with all applicable laws, regulations, ordinances and orders and shall at the sole cost and expense of Tenant, procure all requisite governmental approvals, authorizations and permits. All alterations, additions and improvements made or caused to be made by Tenant shall be in a good and workmanlike manner. Such alteration, addition, or improvement shall become the absolute property of Landlord at the expiration or sooner termination of this Lease without the payment of any

consideration thereof, unless removed by Tenant (and any damage to the Building is repaired by Tenant contemporaneous with said removal) prior to the expiration or sooner termination of this Lease.

3523. Tenant shall maintain or cause to be maintained adequate workers' compensation insurance covering all persons employed in connection with the work, and comprehensive general public liability insurance for the mutual benefit of Landlord and Tenant in an amount not less than \$2,000,000 per occurrence.

3524. Tenant shall not permit any mechanic's lien or other similar lien to be filed against the Premises or the Building or against Landlord's interest in the same by reason of any work, labor, services or materials supplied for any alteration or improvement or other work performed by or on behalf of Tenant. If any such lien shall at any time against the Premises, Tenant shall, within thirty (30) days after written notice from Landlord, cause such lien to be discharged of record, by payment, deposit, bond, or court order. If Tenant fails to discharge such lien within such thirty (30) day period, then, in addition to (and not in lieu of) any other right or remedy of Landlord, upon at least ten (10) days' notice to Tenant, Landlord may, but shall not be obligated to, discharge such lien by posting a mechanic's lien bond. In such event, Landlord shall not be obligated to, discharge such lien by posting a mechanic's lien bond. In such event, Landlord may, but shall not be obligated to, discharge such lien by posting a mechanic's lien bond. In such event, Landlord shall be entitled to be reimbursed by Tenant for any payment of the bond premium and costs and expenses, (including without limitation, legal fees and disbursements) together with interest thereon at a rate per annum equal to the prime rate established by Manufacturers and Traders Trust Company plus three (3%) percent, computed as to each item from the date of payment by Landlord. All such sums shall be deemed to be additional rent and due contemporaneously with the payment of the next succeeding installment of Annual Base Rent. At the request of Landlord from time to time, Tenant shall deliver to Landlord written waivers of lien by the architect, engineer, contractor, materialman, laborer and any other person supplying materials or labor in connection with the improvement, addition or alteration whereby such person waives any lien upon or against the Premises, the Building and the interest of the Landlord therein.

3525. Notwithstanding the provisions hereof, in the event that repairs required to be made by Tenant become immediately necessary to avoid possible injury or damage to persons or property, Landlord may, but shall not be obligated to, make repairs to Tenant equipment at Tenant's expense. Landlord is solely responsible for any necessary repairs that is not a result of the negligent or intentional acts of Tenant.

3526. Tenant's occupancy of the demised premises will not exceed 1 person per 100 square feet of usable space without the prior written approval of Landlord.

3527. Parking. Tenant shall have exclusive rights to the equivalency of staff members located in Suite 304 (not to exceed 6 parking spaces). Parking is not reserved and is provided as a first come first serve basis. Tenant agrees to abide by the rules of the facility in regards to parking which may be revised as the Landlord deems necessary. Landlord agrees to not provide or install signage to the exclusive parking spot.

3528. Independent Contractor. In any event whatsoever, the relationship of the parties arising out of this Agreement shall be that of an independent contractor. Both parties covenants and agree that they will conduct themselves in a manner consistent with such status. All personnel of either party shall be within the employ of such party only, which along shall be responsible for their work, direction and compensation.

3629. Confidential Information. Landlord agrees not to disclose any data, facts, or information concerning the services provided by Tenant to their clients, except as authorized by the Tenant or as may be required by law. Confidential information shall mean all information pertaining the representation of Tenant's clients or any information that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure.

This Lease consists of Pages 1 through 24 inclusive are the following:
Exhibit "A" Location of office; proof of required insurance; and Warren County Board of Supervisors Resolution 446 of 2023.

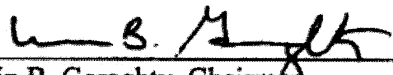
IN WITNESS WHEREOF, this lease has been executed by the duly authorized officers of the respective parties.

Approved as to Form:


Assistant County Attorney

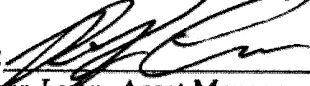
Date: October 18, 2023

County of Warren

By: 
Kevin B. Geraghty, Chairman
Warren County Board of Supervisors

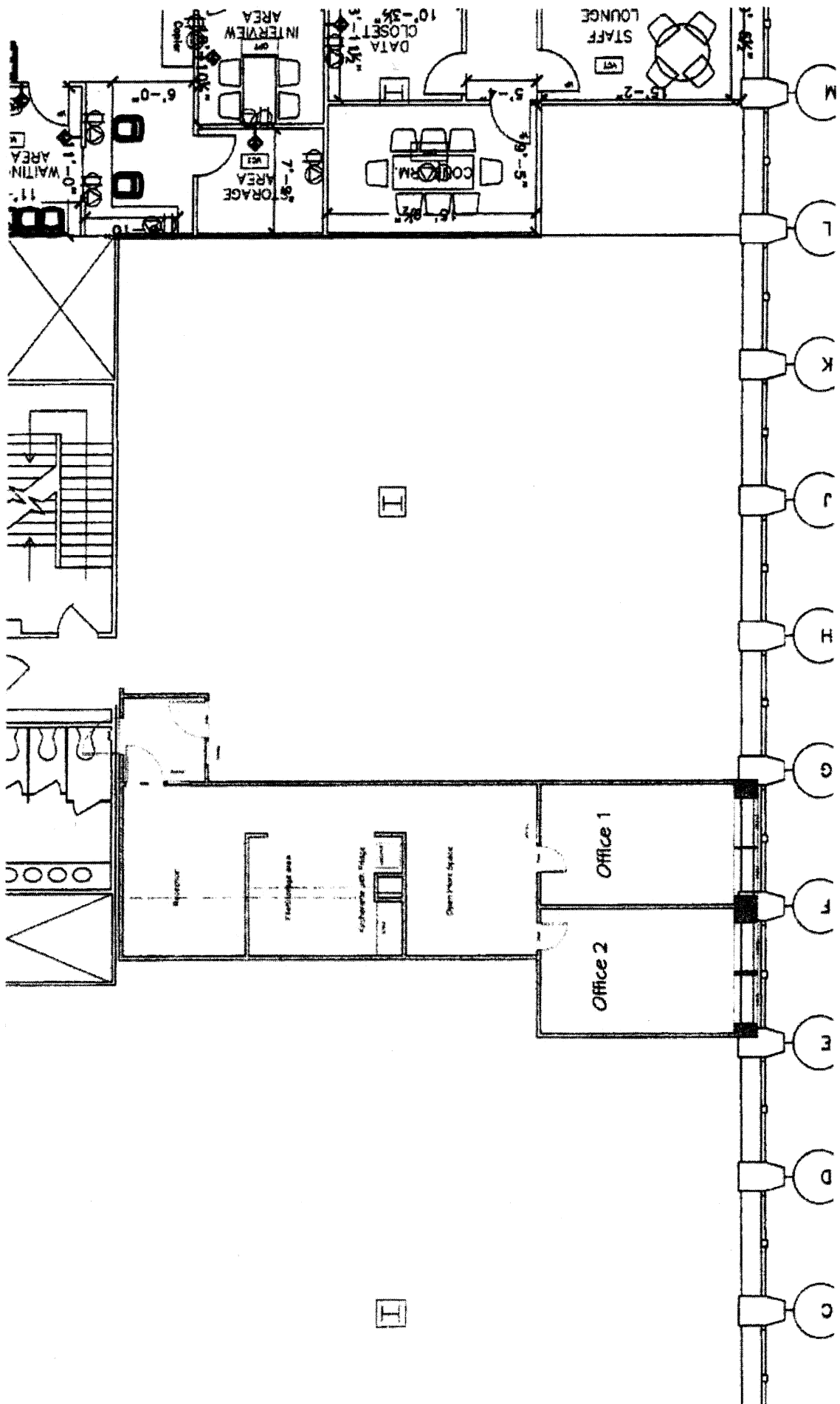
Date: 10/20/23

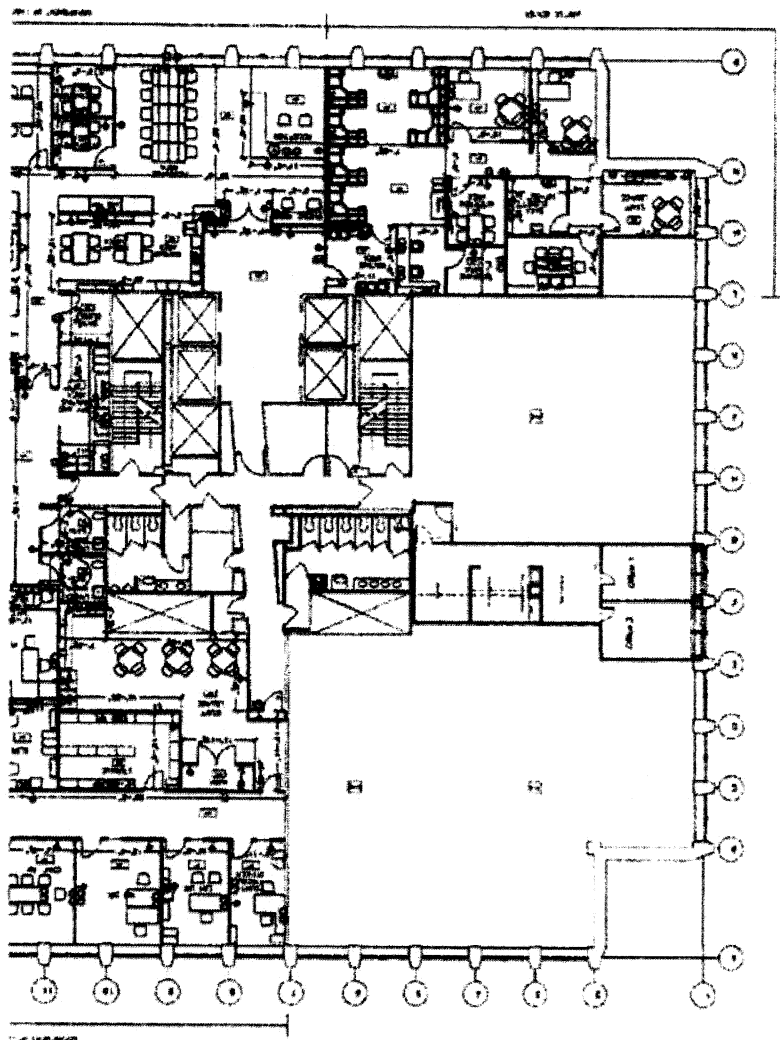
333 Glen Street Associates, LLC

By: 
Kevin Lynn, Asset Manager

Date: 10/20/23

SCHEDULE “A”







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ulster Insurance Services, Inc. 180 Schwenk Drive Kingston, NY 12401	CONTACT NAME: PHONE (A/C No. Ext): 845-338-6000 3914 FAX (A/C No.): 845-331-0006 E-MAIL ADDRESS: sprosser@ulstersavings.com
INSURED 333 Glen Street Associates LLC 333 Glen Street, Suite 102 Glens Falls, NY 12801	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WOV	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		630-0W073383	11/02/2022	11/02/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 EMPLOYEE BENEFIT \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			630-0W073383	11/02/2022	11/02/2023	\$ \$ \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y		CUP-OW100586	11/02/2022	11/02/2023	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

The People of the State of NYS Office of General Service
Real Estate Services
ESP Corning Tower - 40th Fl
Albany, NY 12242

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steve Gadeletto



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)
11/07/2022

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME CONTACT PERSON AND ADDRESS Ulster Insurance Services Inc 180 Schwenk Drive Kingston, NY 12401		PHONE (A/C, No. Ext): 845-338-6000 3914	COMPANY NAME AND ADDRESS NAIC NO:	
FAX (A/C, No): 845-338-0006		E-MAIL ADDRESS: sprosser@ulstersavings.com		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH
CODE:		SUB CODE:		
AGENCY CUSTOMER ID #:		POLICY TYPE Commercial Package		
NAMED INSURED AND ADDRESS 333 Glen Street Associates, LLC 333 Glen Street, Suite 102 Glen Falls, NY 12801		LOAN NUMBER		POLICY NUMBER 630-0W073383
ADDITIONAL NAMED INSURED(S)		EFFECTIVE DATE 11/02/2022	EXPIRATION DATE 11/02/2023	CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☒ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION Loc# 1, Bldg #1, 333 Glen St Glen Falls, NY 12801 See attached Acord 101
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION		PERILS INSURED	BASIC	BROAD	☒ SPECIAL	
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 553,761,427		DED: 10,000				
☒ BUSINESS INCOME ☒ RENTAL VALUE		YES	NO	N/A		
BLANKET COVERAGE		☒			IF YES, LIMIT: 2,541,000	Actual Loss Sustained; # of months:
TERRORISM COVERAGE		☒			If YES, indicate value(s) reported on property identified above: \$	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?		☒			Attach Disclosure Notice / DEC	
IS DOMESTIC TERRORISM EXCLUDED?		☒				
LIMITED FUNGUS COVERAGE		☒			IF YES, LIMIT:	DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)		☒			25,000	
REPLACEMENT COST		☒				
AGREED VALUE		☒				
COINSURANCE		☒			IF YES, 80 %	
EQUIPMENT BREAKDOWN (If Applicable)		☒			IF YES, LIMIT:	DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		☒			IF YES, LIMIT: 250,000	DED:
- Demolition Costs		☒			IF YES, LIMIT: 2,000,000	DED:
- Incr. Cost of Construction		☒			IF YES, LIMIT:	DED:
EARTH MOVEMENT (If Applicable)		☒			IF YES, LIMIT: 1,000,000	DED: 50,000
FLOOD (If Applicable)		☒			IF YES, LIMIT: 1,000,000	DED: 50,000
WIND / HAIL INCL ☐ YES ☐ NO Subject to Different Provisions:		☒			IF YES, LIMIT:	DED:
NAMED STORM INCL ☐ YES ☐ NO Subject to Different Provisions:		☒			IF YES, LIMIT:	DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS						

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

CONTRACT OF SALE MORTGAGEE	LENDER'S LOSS PAYABLE ☐ LOSS PAYEE	LENDER SERVING AGENT NAME AND ADDRESS
NAME AND ADDRESS The People of the State of NYS Office of General Service Real Estate Services ESP Corning Tower - 40th Fl Albany, NY 12242		AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Ulster Insurance Services, Inc		NAMED INSURED 333 Glen Street Associates LLC	
POLICY NUMBER 630-0W073383		333 Glen Street, Suite 102 Glens Falls, NY 12801	
CARRIER Travelers Property Casualty Company of America	NAIC CODE	EFFECTIVE DATE: 11/02/2022	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: Acord 28 FORM TITLE: Evidence of Commercial Property Insurance

Property Information:
Loc #1, Bldg#2, 333 Glen Street, Glens Falls, NY 12801

Warren County Board of Supervisors

RESOLUTION NO. 446 OF 2023

RESOLUTION INTRODUCED BY SUPERVISORS GERACI, MAGOWAN, SMITH, CONOVER, McDEVITT, DRISCOLL AND LEGGETT

**AUTHORIZING A LEASE AGREEMENT WITH 333 GLEN STREET ASSOCIATES, LLC
FOR USE OF SPACE AT 333 GLEN STREET FOR THE ASSIGNED COUNSEL OFFICE**

WHEREAS, the Assigned Counsel Administrator has requested a lease agreement with 333 Glen Street Associates, LLC for use of space located at 333 Glen Street, Suite 102, Glens Falls, New York 12801, for additional office space at a cost not to exceed One Thousand Dollars (\$1,000) per month, and for janitorial services at a cost not to exceed Three Hundred Dollars (\$300) per month, for a term commencing November 1, 2023 and terminating September 30, 2026, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to execute a lease agreement with 333 Glen Street Associates, LLC consistent with the terms and conditions set forth in the preambles of this resolution, in a form approved by the County Attorney, and be it further

RESOLVED, that the funds for this lease agreement shall be expended from Budget Code A.1170 470, Legal Defense-Indigents, Contract.