

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (this “Agreement”) is entered into this 1st day of January 2023, by and between **BUCKINGHAM PROPERTIES LLC**, hereinafter called “Buckingham”, and _____, hereinafter called “Contractor”, in connection with the performance of _____ work at properties owned by Buckingham Parties (as defined below).

Contractor desires that Buckingham and/or one or more of the Buckingham Parties have contractor perform work at various properties owned by Buckingham or other Buckingham Parties.

Buckingham has required as a condition of entering into a contract or of permitting Contractor to work on any properties owned by any Buckingham Parties that Contractor agree to indemnify Buckingham and all Buckingham Parties from any claims for personal injury or property damage arising out of or in connection with the work to be done by Contractor at properties owned by Buckingham Parties.

The parties have agreed as follows:

1. In consideration of Buckingham and/or other Buckingham Parties engaging Contractor to perform services as specified above, Contractor agrees that, to the full extent permitted by law, it will indemnify, save harmless and defend all Buckingham Parties and their agents, servants or employees, or any of them, from and against all claims, damages, loss and expenses (including but not limited to attorneys’ fees) arising out of or connected in any way with the performance by Contractor, or any of its subcontractors or employees, of the work which Contractor will be doing now or in the future at any property owned or managed by any of

the Buckingham Parties (whether such claim, damage, loss or expense is as a result of personal injury, sickness, disease, death or damage to or destruction of tangible property) arising for any reason whatsoever, including but not limited to claims under the Labor Law of the State of New York and claims of negligent acts or omission or statutorily imposed liability on the Contractor, or any subcontractor, agent, servant or employee working for the Contractor or any subcontractor.

2. In claims against any Buckingham Party or any agent, servant or employee of any Buckingham Party, by an employee of the Contractor, the subcontractor or any agent, servant or employee of either Contractor or subcontractor, the obligation to indemnify shall not be limited by any limitation on amount or type of damage, compensation or benefits payable by or on behalf of the Contractor, subcontractor, under Workers' Compensation acts disability benefits or other employee benefits.

3. Contractor agrees to require the insurance carrier(s) with whom coverage has been bound for the provision of insurance in regard to general liability, umbrella, auto and worker's compensation coverage, to add endorsements to the policies in effect for the calendar year 2023 to name both Buckingham Properties (as manager) and the Buckingham Party (property owner) for which the work is to be performed as additional insured parties, on a primary and non-contributory basis. Contractor and Buckingham Properties will agree on the limits of insurance required on a per job basis, based on the work to be performed. Contractor agrees to furnish Buckingham Properties with a certificate of insurance as evidence of the endorsement prior to work commencing at each potential Buckingham Party location.

4. The terms of this Agreement shall apply to any work performed on or subsequent to January 1, 2023, by or on behalf of Contractor on any property owned or managed by any of the Buckingham Parties. Contractor acknowledges that it would be impractical for the parties to sign a separate agreement each time Contractor worked on a separate project and that in no event would the Buckingham Parties permit Contractor to perform any work on their behalf in the absence of this Agreement. Contractor hereby waives any right to assert that this Agreement was not intended to apply to any work project performed by Contractor on behalf of any of the Buckingham Parties.

5. The term "Buckingham Parties" as used herein shall mean and include Buckingham Properties LLC, Buckingham Construction LLC, all affiliates thereto (including but not limited to the entities listed on Exhibit A attached hereto), all other entities with properties under management by Buckingham or Buckingham Construction LLC, and all employees, officers and agents of all of the foregoing entities.

IN WITNESS WHEREOF, this Agreement has been executed by Buckingham and Contractor as of the date first above written.

BUCKINGHAM:

CONTRACTOR:

BUCKINGHAM PROPERTIES

(Name of Contractor Business)

By: _____
(Name and Title of Person Signing for Buckingham)

By: _____
(Name and Title of Person Signing for Contractor)

EXHIBIT A

Buckingham Parties

1 Seneca Street Realty LLC
100 S Clinton LLC
1360 CR 8 LLC
1370 CR 8 LLC
1410 Lyell LLC
1430 Lyell LLC
1460 Lyell LLC
150 State Street Realty LLC
1555 Jefferson Road LLC
1600 Mosley Road
1700 English Rd LLC
215 Commerce Drive LLC
2566 Elmwood Avenue LLC
2600 Elmwood LLC
3171 Chili LLC
35 Bermar LLC
35-43 Winton LLC
39 Cascade Drive LLC
5829 County Road LLC
592 Lyell LLC
67-89 Canal LLC
664 University Ave LLC
7200 Rawson Road LLC
739 S Clinton LLC
742 S Clinton LLC
760 S Clinton LLC
81 Lake Avenue Realty LLC
834-850 LPR LLC
846 LPR LLC
85 Allen LLC
87 North Clinton LLC
Alexander Monroe Associates LLC
Alexander Properties of Rochester LLC
Alexander Realty LLC
BBP Members LLC
Benny Green LLC
Brighton Business Park LLC

Buckingham Construction LLC
Buckingham Services LLC
Buffalo Road Business Center LLC
Chestnut Grove LLC
Clinton Pavilion LLC
Eagle's Landing 1 LLC
Gateway Business Center LLC
Glazer Office Management LLC
Estate of Laurence C. Glazer
Industrial Park Circle LLC
LCG Elmwood Avenue Realty LLC
Legacy Tower LLC
Lyell Business & Shopping Center LLC
Lyell-Mt. Read Business Center LLC
Midtown Tower LLC
Midtown Parking Garage LLC
Monroe Clover Plaza LLC
North Water Street Realty I LLC
Norton Street Realty LLC
Oak Hill Commons LLC
Pixley Industrial Center LLC
Riverview Industrie LLC
Rochester Business Center LLC
SJ Parking LLC
Trabold Industrial Center LLC
Tracy Street Development LLC
Tracy Street Realty LLC
University Business Center LLC
Upper Falls Plaza LLC
Websterville LLC
West End Business Center LLC
WJM Properties LLC
6 Marway LLC
21 Marway LLC
25-55 Rutter St LLC