



Empowering Businesses. Inspiring Growth.

Dean Tamburri, Acting Chairman/Vice Chairman • **Vincent Odock**, Secretary • **James Rinaldi**, Board Member
Susan Walski, Board Member • **Marc Greene**, Board Member • **Giovanni Palladino**, Board Member
William Fioravanti, Chief Executive Officer • **Susan R. Katzoff**, General Counsel • **Christopher C. Canada**, Bond Counsel

REVISED Agenda

PLEASE TAKE NOTICE, The Orange County Industrial Development Agency will hold a regularly scheduled meeting on October 18th, 2023, immediately following the Orange County Funding Corporation meeting which starts at 5:30pm at the Orange County Government Center, 255 Main St., Goshen NY in the First Floor Community Room to consider and/or act upon the following:

Order of Business

- **Call Meeting to Order**
- **Roll Call**
- **Proof of Notice**
- **Minutes**
 - Approval of Minutes from September 26th, 2023 Board of Directors Meeting
- **Reports**
 - CEO Report
 - Committee Reports
 - Finance Committee
- **New Business**
 - Accept September 2023 Financials
 - Approval of September / October 2023 Payables
 - Retirement Plans (Spectrum) – Lou Bach
 - Warwick Lease – Suite 1 & 2 – Bill Fioravanti
 - SAPA Hospitality, LLC – Sue Katzoff
 - Inducement Resolution
 - Wallkill Living Center - Chris Canada & Jean Everett
 - Inducement Resolution
 - 2024 Budget – Bill Fioravanti
- **Adjournment**

To watch the livestream, please visit our website: www.ocnyida.com

Dated: October 16, 2023

By: William Fioravanti – Chief Executive Officer



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Dated: October 13, 2023

By: William Fioravanti – Chief Executive Officer



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Bill Fioravanti, Chief Executive Officer • **Susan R. Katzoff**, General Counsel • **Christopher C. Canada**, Bond Counsel

Date: October 5, 2023
From: Dean Tamburri
RE: Next Meeting Date

IDA Board Meeting Notice

The next Board of Directors meeting of the
Orange County Industrial Development Agency is:

**Wednesday, October 18, 2023
immediately following the
5:30pm OCFC meeting**

**OC Government Center
255 Main Street, Goshen
1st Floor Community Room**

To watch the livestream, please visit our website: www.ocnyida.com

Orange County Industrial Development Agency
4 Crotty Lane, Suite 100 • New Windsor, NY 12553
Phone: (845) 234-4192 • Fax: (845) 220-2228 • Email: business@ocnyida.com

Orange County Industrial Development Agency
4 Crotty Lane
New Windsor, NY 12553
Tel (845) 234-4192

Board of Directors Meeting Minutes
Tuesday, September 26th, 2023

Board Members Present: Dean Tamburri, James Rinaldi, Marc Greene, Dr. Vincent Odock, Susan Walski

Board Members Present: Giovanni Palladino

Staff Present: Bill Fioravanti, Kelly Reilly, Marty Borrás, Susan Katzoff, General Counsel, Jose Rojas, Acquisitions Marketing (AV)

I. Call Meeting to Order

Acting Chair Tamburri called the meeting to order at 4:25 p.m.

II. Roll Call

Mr. Fioravanti acknowledged all Board members and staff present.

III. Proof of Notice

The Acting Chairman acknowledged that notice of the meeting was duly and properly provided.

IV. Executive Session

Start: 4:28 p.m. - End: 4:40 p.m.

A MOTION TO ENTER INTO EXECUTIVE SESSION TO DISCUSS LEGAL MATTERS WAS MADE BY MS. WALSKI, SECONDED BY THE ACTING CHAIRMAN, AND PASSED UNANIMOUSLY.

A MOTION TO END EXECUTIVE SESSION WAS MADE BY THE ACTING CHAIRMAN, SECONDED BY MR. GREENE, AND PASSED UNANIMOUSLY.

V. Minutes

A MOTION TO APPROVE THE AUGUST 16TH, 2023, OCIDA BOARD OF DIRECTORS MEETING MINUTES AS PRESENTED WAS MADE BY MS. WALSKI, SECONDED BY DR. ODOCK, AND PASSED UNANIMOUSLY.

VI. Reports

CEO Report: Mr. Fioravanti notified the Board that the Legislature had officially and unanimously nominated Mr. Jeffrey D. Crist as the new OCIDA Board Member, and that Mr. Crist would be attending the IDA's October 2023 meeting. Mr. Fioravanti advised that the next Audit Committee meeting would be held on Tuesday, October 3rd, 2023, where he will share the proposed 2024 budget as well as a possible waiver request. He gave an overview of his participation at the recent Cannabis conference held at the Warwick Tech Park where he moderated the panel discussion with Michael Sweeton and others. He stated that the OCIDA was positively highlighted and that the number of employees at Green Thumb Industries is expected to double in the coming months. He also gave an update on the remaining Accelerator client and noted that the OCIDA is working on a revised lease for that tenant. Mr. Fioravanti advised the Board that he is working on the UTEP review and noted that staff had completed a Staffline annual training. Dr. Odock asked for an update on the new monitor to which Mr. Fioravanti confirmed the process and stated that the monitor will be appointed by the Inspector General.

Finance Committee: Mr. Rinaldi reviewed the committee's discussion on income and expenses, investment earnings, the CD that matured in September, and the retirement plan and stated that the 401K was the most advantageous option for staff. Mr. Greene clarified the \$1M line item on the report and noted that it was a CD that had matured was rolled over into a new CD investment.

VII. New Business

Accept August 2023 OCIDA Financial Reports

A MOTION TO ACCEPT THE AUGUST 2023 OCIDA FINANCIAL REPORTS AS RECOMMENDED BY THE FINANCE COMMITTEE WAS MADE BY MS. WALSKI, SECONDED BY MR. RINALDI, AND PASSED UNANIMOUSLY.

Approval of the August/September 2023 OCIDA Payables

A MOTION TO APPROVE THE AUGUST/SEPTEMBER 2023 OCIDA PAYABLES AS RECOMMENDED BY THE FINANCE COMMITTEE WAS MADE BY THE ACTING CHAIR, SECONDED BY MR. RINALDI, AND PASSED UNANIMOUSLY.

Certificate of Deposit Investment Options: Mr. Greene reviewed the Finance Committee's discussion during which the Committee recommended reinvesting the \$3M CD that matured on September 25th, 2023, into a treasury bill at 5.33% at JP Morgan to diversify, maximize the return, and consolidate due dates with other CDs for future investments.

A MOTION TO AUTHORIZE STAFF TO REINVEST \$3M IN A TREASURY BILL AT 5.33% AT JP MORGAN AS RECOMMENDED BY THE FINANCE COMMITTEE WAS MADE BY MR. GREENE, SECONDED BY THE ACTING CHAIR, AND PASSED UNANIMOUSLY.

Retirement Plan: Mr. Fioravanti summarized his research of various pension plans and stated that the most advantageous for the OCIDA employees would be a traditional 401K employee match up to 5% or 6% coupled with a profit-sharing plan that the IDA could utilize to make extra

investments on behalf of the employees with the goal being to establish the plan by the end of the year.

A MOTION TO ADOPT A 401K AND PROFIT-SHARING PROGRAM FOR THE OCIDA EMPLOYEES WITH SPECTRUM FINANCIAL AS RECOMMENDED BY THE FINANCE COMMITTEE WAS MADE BY MS. WALSKI, SECONDED BY DR. ODOCK, AND PASSED UNANIMOUSLY.

VIII. Executive Session

Start: 5:17 p.m. - End: 5:36 p.m.

A MOTION TO ENTER INTO EXECUTIVE SESSION TO DISCUSS A SEPARATE LEGAL MATTER WAS MADE BY MS. WALSKI, SECONDED BY MR. RINALDI, AND PASSED UNANIMOUSLY.

A MOTION TO AUTHORIZE STAFF TO EXECUTE AN ENGAGEMENT LETTER WITH BLEAKLEY PLATT & SCHMIDT, LLP WAS MADE BY MS. WALSKI, SECONDED BY MR. GREENE, AND PASSED UNANIMOUSLY.

IX. Adjournment

A MOTION TO ADJOURN THE MEETING WAS MADE BY MR. RINALDI, SECONDED BY MS. WALSKI, AND PASSED UNANIMOUSLY.

The meeting closed at 5:37 p.m.

**Orange County Industrial Development Agency
Budget vs. Actuals: FY_2023 - FY23 P&L**

September 30, 2023

	Sep 2023			Total		
	Actual	Budget	over Budget	Actual	Budget	over Budget
Income						
40000 Application Fee		2,500.00	-2,500.00	12,500.00	22,500.00	-10,000.00
40300 Closing Fees		56,375.00	-56,375.00	535,000.00	507,375.00	27,625.00
thru)		7,500.00	-7,500.00	0.00	67,500.00	-67,500.00
42000 Other IDA Fees		834.00	-834.00	0.00	7,498.00	-7,498.00
42500 Other income			0.00	12,104.00	0.00	12,104.00
44000 Subtenant Rents	1,795.00	1,795.00	0.00	16,155.00	16,155.00	0.00
49000 Interest Earnings	41,808.66	4,375.00	37,433.66	194,188.55	39,375.00	154,813.55
Total Income	\$ 43,603.66	\$ 73,379.00	-\$ 29,775.34	\$ 769,947.55	\$ 660,403.00	\$ 109,544.55
Gross Profit	\$ 43,603.66	\$ 73,379.00	-\$ 29,775.34	\$ 769,947.55	\$ 660,403.00	\$ 109,544.55
Expenses						
60000 Administrative Costs			0.00	0.00	0.00	0.00
60002 Bank Service Charges	84.96		84.96	9,041.77	0.00	9,041.77
60003 CFO/Bookkeeping Services	2,000.00	1,700.00	300.00	18,000.00	15,300.00	2,700.00
60004 Fiscal Audit		2,916.00	-2,916.00	0.00	26,252.00	-26,252.00
60005 Insurance	733.37	2,584.00	-1,850.63	13,043.07	23,248.00	-10,204.93
60006 Office Supplies and Postage	631.80	866.00	-234.20	4,834.54	7,802.00	-2,967.46
60007 Professional Fees	4,773.00	300.00	4,473.00	15,971.00	2,700.00	13,271.00
60008 Travel, Lodging, Meals	167.54	334.00	-166.46	2,657.43	2,998.00	-340.57
Total 60000 Administrative Costs	\$ 8,390.67	\$ 8,700.00	-\$ 309.33	\$ 63,547.81	\$ 78,300.00	-\$ 14,752.19
60200 Agency Support Expenses			0.00	0.00	0.00	0.00
60201 IT Support & Audio/Visual	3,461.43	4,584.00	-1,122.57	32,284.88	41,248.00	-8,963.12
60202 Marketing & PR		6,991.00	-6,991.00	38,719.52	62,927.00	-24,207.48
60203 Memberships and Events	70.00	500.00	-430.00	10,418.96	4,500.00	5,918.96
60204 Training and Education		375.00	-375.00	0.00	3,375.00	-3,375.00
Total 60200 Agency Support Expenses	\$ 3,531.43	\$ 12,450.00	-\$ 8,918.57	\$ 81,423.36	\$ 112,050.00	-\$ 30,626.64
60400 Projects/Programs			0.00	0.00	0.00	0.00
60402 Cost-Benefit Analyses		416.00	-416.00	0.00	3,752.00	-3,752.00
60404 Legal Counsel		4,584.00	-4,584.00	37,101.84	41,248.00	-4,146.16
60405 Legal, Pass Thru		1,250.00	-1,250.00	5,000.00	11,250.00	-6,250.00
(pass-thru)	560.00	4,000.00	-3,440.00	9,265.00	36,000.00	-26,735.00
60408 Shovel Ready Program		18,750.00	-18,750.00	147,500.00	168,750.00	-21,250.00
Total 60400 Projects/Programs	\$ 560.00	\$ 29,000.00	-\$ 28,440.00	\$ 198,866.84	\$ 261,000.00	-\$ 62,133.16
61000 Payroll Expenses			0.00	0.00	0.00	0.00
61001 Employee Benefits	2,759.70	3,048.00	-288.30	22,813.64	27,432.00	-4,618.36
61002 Payroll Taxes & Fees (Staff Line)	2,372.70	2,128.00	244.70	20,498.01	19,146.00	1,352.01
61003 Salaries	24,967.50	20,456.00	4,511.50	194,700.29	184,112.00	10,588.29
Total 61000 Payroll Expenses	\$ 30,099.90	\$ 25,632.00	\$ 4,467.90	\$ 238,011.94	\$ 230,690.00	\$ 7,321.94
62000 Building Expenses			0.00	0.00	0.00	0.00
62002 Building Rent	13,282.76	5,737.00	7,545.76	70,217.86	51,639.00	18,578.86
62003 Building Utilities	1,846.49	350.00	1,496.49	12,173.86	3,150.00	9,023.86
62006 Internet and Telephones	649.20	560.00	89.20	3,553.95	5,040.00	-1,486.05
62007 Maintenance	130.00	1,286.00	-1,156.00	8,712.68	11,582.00	-2,869.32
62008 Repairs/Renovations		166.00	-166.00	0.00	1,502.00	-1,502.00
Total 62000 Building Expenses	\$ 15,908.45	\$ 8,099.00	\$ 7,809.45	\$ 94,658.35	\$ 72,913.00	\$ 21,745.35
Total Expenses	\$ 58,490.45	\$ 83,881.00	-\$ 25,390.55	\$ 676,508.30	\$ 754,953.00	-\$ 78,444.70
Net Operating Income	-\$ 14,886.79	-\$ 10,502.00	-\$ 4,384.79	\$ 93,439.25	-\$ 94,550.00	\$ 187,989.25
Net Income	-\$ 14,886.79	-\$ 10,502.00	-\$ 4,384.79	\$ 93,439.25	-\$ 94,550.00	\$ 187,989.25

OCIDA Vendor Payment Approval
Recurring Bldg Services
October 18, 2023

Approv ID	(Multiple Items)
Category	Recurring Bldg Services
Amt	Y

Vendor	Invoice	Purpose/Description	Location	Service Date(s)	Sum of Amount	September
Complete Document Solutions	ING24052	B/W & Color Copies	4 Crotty Ln	7/2/23 - 10/1/23	249.66	
Complete Document Solutions Total					249.66	
Xerox Financial Service	4843281	Copier Lease payment, Protection	4 Crotty Ln	9/15/23-10/14/23	305.77	
	paying in advance/waiting	Copier Lease payment, Protection	4 Crotty Ln	10/15/23-11/14/23	277.97	
Xerox Financial Service Total					583.74	\$ 305.77
First Columbia 4-LA, LLC	100-20230911	Gas & Electric	4 Crotty Ln	7/19/23 - 8/15/23	424.60	
	100-20231001	October 2023 Rent & CAM	4 Crotty Ln	October 2023	6,641.38	
	100-20231101	November 2023 Rent & CAM	4 Crotty Ln	November 2023	6,641.38	
	100-20231006	Gas & Electric	4 Crotty Ln	8/16/23 - 9/18/23	286.41	
First Columbia 4-LA, LLC Total					13,993.77	\$ 16,962.35
MidHudson News.com	waiting for inv	Banner Advertising: Sept 4,11,18,25, 2023	4 Crotty Ln	September 2023	1,000.00	
		Banner Advertising: Oct 2,9,16,23,30, 2023	4 Crotty Ln	October 2023	1,250.00	
MidHudson News.com Total					2,250.00	\$ 1,000.00
KR Cleaning	waiting for inv	Cleaning	4 Crotty Ln	October 2023	650.00	
KR Cleaning Total					650.00	\$ 650.00
ITC	7773	Access Point Billing for one month	4 Crotty Ln	September 2023	148.80	
ITC Total					148.80	\$ 148.80
Charter Communication(Time Warner)	20-899-0015224	4 Crotty Lane	4 Crotty Ln	9/28/23 - 10/27/23	209.96	
Charter Communication(Time Warner) Total					209.96	\$ 329.97
Cardmember Service (OB&T Visa)	53527392	Go Daddy	4 Crotty Ln	8/12/23 - 9/6/23	97.26	
		Interest	4 Crotty Ln	8/12/23 - 9/6/23	15.01	
		Go Daddy	4 Crotty Ln	8/12/23 - 9/6/23	7.56	
		QuickBooks Online (3 Users @ 97.31 ea)	4 Crotty Ln	8/12/23 - 9/6/23	291.93	
		Go Daddy (Web hosting)	4 Crotty Ln	8/12/23 - 9/6/23	376.70	
		Late Fee	4 Crotty Ln	8/12/23 - 9/6/23	35.00	
Cardmember Service (OB&T Visa) Total					823.46	\$ 452.80
Credit Card Payment Process	3074	Interest	4 Crotty Ln	8/22/23 - 9/11/23	26.00	
		Zoom: \$40 monthly	4 Crotty Ln	9/25/23 - 9/24/23	40.00	
		Orange & Rockland Energy Bill	4 Crotty Ln	July-August 2023	358.54	
		Stamps.com (1 sheet of stamps)	4 Crotty Ln	September 2023	21.61	
		Dropbox - 7 licences Annual Fee	4 Crotty Ln	8/22/23 - 8/22/24	2,016.00	
		Go Daddy the-accelerator	4 Crotty Ln	9/26/23 - 9/26/24	25.17	
		Cincinnati Insurance Company	4 Crotty Ln	8/5/23 - 8/5/24	6,344.54	
		James Cress Florist (Condolences M.B.)	4 Crotty Ln	September 2023	153.16	
		2 Dropbox License Adjustments	4 Crotty Ln	8/22/23 - 9/11/23	-55.24	
	4796972129	Google (the-accelerator.com)	4 Crotty Ln	August 2023	38.93	
	4794191464	Google (ocnyida.com)	4 Crotty Ln	August 2023	273.12	
Credit Card Payment Processing (M&T Bank Visa) Total					9,241.83	\$ 1,032.05
EA Workforce / Staffline	-	IDA Staff - Gross Wages	4 Crotty Ln	September 2023	30,267.44	
EA Workforce / Staffline Total					30,267.44	\$ 24,183.94
Capacity Marketing	1696	Marketing and PR	4 Crotty Ln	June 2023	3,125.00	
Capacity Marketing Total					3,125.00	
Zultys, Inc.	389690	Office Phones	4 Crotty Ln	10/1/23 - 10/31/23	216.35	
Zultys, Inc. Total					216.35	\$ 214.68
Ehrlich Pest Control	50746887	Rodent Control Maintenance	Warwick	9/18/2023	65.00	
Ehrlich Pest Control Total					65.00	\$ 65.00
Crystal Rock	091523	Water, bottle deposit, delivery fee, Rental Fee	4 Crotty Ln	September 2023	42.54	
Crystal Rock Total					42.54	29.09
Grand Total					61,867.55	

OCIDA Vendor Payment Approval
Monthly Contracts
October 18, 2023

Approv ID	(Multiple Items)
Category	Monthly Contracts
Amt	Y

Vendor	Invoice	Purpose/Description	Location	Service Date(s)	Sum of Amount	September
88 Studio, LLC	waiting for inv	Website, Google, Go Daddy, Support	4 Crotty Ln	September 2023	350.00	
88 Studio, LLC Total					350.00	\$ 700.00
Loewke Brill Consulting	16-011-86	Site Visits & Reporting	4 Crotty Ln	September 2023	2,000.00	
Loewke Brill Consulting Total					2,000.00	\$ 2,000.00
Bousquet Holstein PLLC.	257798	Legal Counsel IDA vs Cozzolino et al	4 Crotty Ln	Aug. 8, 9, 28, 30, 2023	350.00	
	257797	Legal Counsel IDA	4 Crotty Ln	Aug. 8-11, 16, 21-25, 2023	1,527.25	
Bousquet Holstein PLLC. Total					1,877.25	\$ 2,332.50
RBT CPAs	waiting for inv	Monthly Retainer / Bookkeeper /Quickbooks, and Additional Advisory Service (1 Month)	4 Crotty Ln	October 2023	2,000.00	
	238118	Monthly Retainer / Bookkeeper /Quickbooks, and Additional Advisory Service (1 Month)	4 Crotty Ln	September 2023	2,000.00	
RBT CPAs Total					4,000.00	\$ 2,000.00
LAN Associates	29485	Labor Audit	4 Crotty Ln	7/29/23 - 8/25/23	475.00	
LAN Associates Total					475.00	
Fellenzer Engineering, LLP	311518	Royal Wine Labor Monitor	4 Crotty Ln	Jul. Aug. Sept. 2023	4,727.50	
	311604	Labor Monitor - Consultant for Legoland	4 Crotty Ln	May-September 2023	3,607.67	
Fellenzer Engineering, LLP Total					8,335.17	
Acquisitions Marketing Inc.	3	Live Stream Set-up: September BOD Mtgs	4 Crotty Ln	9/20/23 & 9/26/23	825.00	
Acquisitions Marketing Inc. Total					825.00	\$ 425.00
Grand Total					17,862.42	

OCIDA Vendor Payment Approval
All Other
October 18, 2023

Approv ID	(Multiple Items)
Category	All Other
Amt	Y

Vendor	Invoice	Purpose/Description	Location	Service Date(s)	Sum of Amount	September
W.B. Mason Co., Inc.	241246290	Office Supplies	4 Crotty Ln	9/19/2023	108.72	
	241415111	Office Supplies	4 Crotty Ln	09/25/2023	105.80	
W.B. Mason Co., Inc. Total					214.52	
Travelers CL Remittance Cent	5710D5214	Policy Renewal (0106804120)	4 Crotty Ln	9/18/23 - 9/18/24	1,624.00	
Travelers CL Remittance Center Total					1,624.00	
Orange County Association of	30-2023	OCA TV May 2023 Meeting	4 Crotty Ln	5/30/2023	35.00	
	55-2023	OCA TV September 2023 Meeting	4 Crotty Ln	9/26/2023	35.00	
Orange County Association of Towns, Villages & Cities Total					70.00	
Grand Total					1,908.52	

Orange County Industrial Development Agency
 Banks Accounts/Certificates of Deposit/Money Markets Accounts
 As of September 30, 2023

Listed in order of maturity date.

Purchase Date	Maturity Date	# of Months	Bank	Bank Balance	Principal	Interest Rate
--	--	--	--			--
10/4/23	1/4/24	3 months	JP Morgan - T-Bill			5.33%
11/18/21	12/27/23	6 months	TD Bank	\$	3,000,000	5.40%
5/24/23	2/20/24	9 months	TD Bank	\$	1,500,000	5.19%
6/22/22	5/22/24	23 months	Connect One	\$	400,000	1.9%%
9/6/23	3/6/24	6 months	Lakeland	\$	1,000,000	5.25%

Bank	Account Type	Amount	% of total
Chase Bank	Checking Account - IDA Ops	\$ 3,618,286	38%
Orange Bank & Trust	Checking Account - Trust Escrow	\$ 87,629	1%
Total CDs & Treasuries	Certificates of Deposit & Treasuries	\$ 5,900,000	61%
		<u>\$ 9,605,915</u>	<u>100%</u>

ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
4 CROTTY LANE- SUITE 100
STEWART INTERNATIONAL AIRPORT
NEW WINDSOR, NEW YORK 12553
845-234-4449; Fax 845-220-2228

Effective Date: October 1, 2023

**Junonia Group, LLC
d/b/a Scripted Fragrance
Amberlee Isabella
Wisner Hall
255 State School Road
Warwick, New York 10990**

Attn: Amberlee Isabella

Re: Sub-Lease Agreement for **Suite 1 & 2, 255 State School Road, Warwick, New York 10990**
(***“Sub-Leased Premises”***)

Dear **Ms. Isabella**:

The Board of Directors of the Orange County Industrial Development Agency have agreed to ratify and enter into this Sub-Lease Agreement for Suites 1 and 2, 255 State School Road, Warwick, New York and containing approximately 814 square feet. To that end, this will constitute the Sub-Lease Agreement (the ***“Sub-Lease”***) between the Orange County Industrial Development Agency, referred to as the ***“Tenant”*** or ***“Orange County IDA”*** or ***“OCIDA”*** and Junonia Group, LLC, referred to as the ***“Sub-Tenant”***. The Sub-Leased Premises are located at the property known as Wisner Hall, 255 State School Road, Warwick, New York 10990, (the ***“Premises”***), on which the “Wisner Hall” a 10,288 gross square foot building (the ***“Building”***) currently sits. In this Sub-Lease, the Town of Warwick will be referred to as ***“the Landlord”***. The overriding purpose of the Sub-Lease is to encourage the creation, expansion and retention of businesses and high-paying jobs in Orange County. The rent paid by the Sub-Tenant is subsidized by the Orange County IDA for those purposes. The Sub-Leased premises must be used actively toward those purposes, or the Sub-Lease may be terminated upon written notice to Sub-Tenant.

Rent. Rent is payable on the first day of each month, together with any fees accrued from the previous month. Rent is due whether or not a statement has been rendered. Payment can be submitted in the form of a check or money order. If a rent check does not clear due to insufficient funds, the Sub-Tenant will then owe rent plus \$20.00 to cover the resulting bank fees.

Sub-Tenant shall pay to Tenant, with each installment of base rent (as base rent is hereinafter defined), its proportionate share for the Premises, in the amount of 8% (the ***“Proportionate Share”***) of the actual utilities paid by Orange County IDA for the Premises, in the building in which the Premises are located (the ***“Building”***), including internet/telephone, electricity, gas, water, sewer (***“Utilities”***) and common area maintenance charges (***“CAM”***) and any applicable fees and taxes.

The term of the Sub-Lease is from October 1, 2023, to May 31, 2024. The Sub-Lease is not assignable or transferable, and the Premises may not be sublet. Landlord and/or Tenant may terminate this Sub-Lease at any time, without cause, upon sixty (60) days written notice to the Sub-Tenant. The Premises is rented in "AS IS" condition as of the date of commencement of this Sub-Lease.

Upon the expiration of this Sub-Lease, Sub-Tenant shall deliver the Premises to Tenant free of personal property, in broom swept condition, and in substantially the same condition that the Premises existed when Tenant first entered the Premises, less normal wear and tear. It is expressly understood that anything remaining in the Premises after the expiration of this Sub-Lease shall be deemed by the Tenant to have been abandoned by the Sub-Tenant and same may be retained by Tenant, or removed and disposed of by the Tenant without any liability or responsibility therefore whatsoever.

No security deposit shall be paid by the Sub-Tenant. Execution of this Sub-Lease voids any previously signed and/or active sub-leases for the Sub-Leased Premises.

Purpose: Office / Manufacturing Space Suite 1 & 2 (814 sq ft)

Rent per month:

Suite 1 Base Rent \$290.50/mo. (498 sq.ft.) together with Utilities and CAM
Suite 2 Base Rent \$184.00/mo. (316 sq.ft.) together with Utilities and CAM

Total: Base Rent \$474.50 ("Base Rent") together with Utilities and CAM

Original Date of Occupancy: October 1, 2023

Date Rent Commences under this Sub-Lease: November 1, 2023

Date of Expiration: May 31, 2024

This Sublease is subordinate to the terms, provisions, covenants, Agreements and obligations to that certain Lease between the Town of Warwick, Landlord, and Orange County Industrial Development Agency, Tenant, for the rental of the Premises and Sub-Leased Premises.

Sub-Tenant expressly covenants that the Sub-Tenant will not voluntarily or involuntarily assign, encumber, mortgage, sub-let or otherwise transfer this Sub-Lease or any party thereof.

Access. The Sub-Tenant will have access 24/7 to the Sub-Leased Premises. Sub-Tenant will be issued keys to access Sub-Leased Premises and keys to access the mail. Keys grant access to the front door of the building, each individual suite and mailbox. The Sub-Tenant shall receive 2 keys per suite. If any keys are lost, the Sub-Tenant is responsible to pay for the installation of a new lock and creation of new keys to that new lock. Sub-Tenant will be charges a fee should they vacate the Sub-Leased Premises without returning all keys.

Alterations to Sub-Leased Premises. The Sub-Tenant is not allowed to make any alterations, modifications, or improvements to the Premises or the Building in which the Premises are located without first obtaining written consent from the Landlord and Tenant. The Sub-Tenant is not permitted to hang anything from the ceiling or ceiling grid. The Sub-Tenant shall not paint or drill into or in any way deface any part of the Premises or the building in which the Premises are located. No boring, cutting or stringing of wires shall be permitted. No awnings or other projections shall be attached to the outside of the building. No curtains, blinds, shades, screens or window tint shall be installed. The Sub-

Tenant will not hang, tape, or display anything in the window, which is visible from the outside, especially signs and posters. The Sub-Tenant shall not install any signs in the building common area or on the entrance. The Landlord and/or Tenant reserves the right to request removal of any of the above items installed without prior written consent of Tenant. Any alterations, modifications, or improvements by Sub-tenants shall be performed by an approved agent of the Tenant and become the property of the Tenant and shall be surrendered at the termination or expiration of the agreement without compensation. Any alterations, modifications, or improvements shall not impair the safety or appearance of the Premises and/or the building in which the Premises are located and shall be made according to all applicable laws, ordinances, regulations, and policies, including but not limited to those of the Tenant.

Alterations to Sub-leased Premises. Sub-Tenant is not allowed to make any alterations, modifications, or improvements to the Premises, the Building, or the Sub-Leased Premises without first obtaining written consent from the management team. Sub-Tenant is not permitted to hang anything from the ceiling. Sub-Tenant shall not paint or drill into or in any way deface any part of the Sub-Leased Premises or the Building of which they form a part. No boring, cutting or stringing of wires shall be permitted. No awnings or other projections shall be attached to the outside of the Building. No curtains, blinds, shades, screens or window tint shall be installed. Sub-Tenant will not hang, tape, or display anything in the window, which is visible from the outside, especially signs and posters. Sub-Tenant shall not install any signs in the Building common area or on the entrance. The Tenant reserves the right to request removal of any of the above items installed without prior written consent. Any alterations, modifications, or improvements by clients shall be performed by an approved Tenant agent and become the property of the Tenant and shall be surrendered at the termination or expiration of the Sub-Lease without compensation. Any alterations, modifications, or improvements shall not impair the safety or appearance of the facility and shall be made according to all applicable laws, ordinances, regulations, and policies, including but not limited to those of the Tenant. Notwithstanding the foregoing, the Tenant and Landlord have consented to Tenant painting only the interior of the Sub-Leased Premises in accordance with the terms of this Sub-Lease, the painting shall be done in a professional and workmanlike manner, and shall not impair the safety or appearance of the Sub-Leased Premises, Premises and shall be made according to all applicable laws, ordinances, regulations, and policies, including but not limited to those of the Tenant and Landlord.

No additional locks or bolts of any kind shall be placed upon any door or window by the Sub-Tenant, nor shall any changes be made to existing locks or mechanisms without prior approval of the Tenant.

Any lien or claim of lien filed against the Premises for work claimed to have been done for, or for materials claimed to have been furnished to, Sub-Tenant shall, within thirty (30) days thereafter, be discharged by Sub-Tenant, or, with the express written approval of Sub-Tenant, at the discretion of Sub-Tenant, be bonded pursuant to the New York Lien Law, at Sub-Tenant's sole cost and expense (but only if permitted by any mortgagee of the Premises). If Sub-Tenant fails to discharge (or, if permitted, bond) any such liens, then Tenant or Landlord may, at its option, bond or discharge such lien, and the costs incurred by it in such discharge or bonding, including reasonable attorney fees, shall be due from Sub-Tenant on demand and shall bear interest at the rate of twelve percent (12%) per annum but in no event higher than the maximum interest rate permitted by applicable Law (the "***Interest Rate***").

Appropriate Use of Sub-Leased Premises. Sub-Tenant shall operate in the leased premises in accordance with all applicable laws. Sub-Tenant is required to supply its own furniture and equipment needed for its operation. No machine may be placed on the Premises without the written consent of the Tenant, except for normal office equipment. No freezer, air conditioning unit or system, portable electric

heater or similar apparatus shall be installed or used by Sub-Tenant without the written consent of Tenant. Sub-Tenant will not use or keep portable light fixtures with halogen bulbs.

Sub-Tenant, its employees, agents, invitees and all others accessing the Sub-Leased Premises shall access the Sub-Leased Premises exclusively by and through the main entrance. Movement of goods in or out of the Sub-Leased Premises and Building shall only be affected through entrances designated for that purpose. No hand trucks, carts, etc. shall be used in the Building unless equipped with rubber tires. The sidewalks, entrances, passages, stairways, court yards, halls or other common facilities shall not be obstructed by Sub-Tenant or used in any purpose other than ingress and egress to and from the Sub-Leased Premises. No items (including trash, recyclables, furniture, deliveries, etc.) shall be left or put in the halls, lobbies, or other common areas of the Building.

All facilities and equipment must be left in the condition they were found. Prompt notice must be given of fire, accident, damage or dangerous or defective condition. Sub-Tenant will promptly provide the Tenant with copies of all incident reports prepared for incidents that occur on the Sub-Leased Premises, Building, or Premises. If fire or other casualty is caused by an act of neglect of the Sub-Tenant, then all repairs will be made at the Sub-Tenant's expense. If there are any problems, please contact the Tenant. Abuse of any Tenant or Landlord property, including failure to report damage, will result in the loss of the Sub-Tenant's access.

Sub-Tenant shall notify the Tenant in advance of any events planned by Sub-Tenant at the Premises, Building, or Sub-Leased Premises, and shall pay for any additional insurance or permits as required.

The Tenant is responsible for the programming of accessory units in all facilities and for controlling common area temperatures and thermostats. No radio or other noise is permitted that may be heard outside the Sub-Leased Premises. The Landlord, Tenant or its agents shall have the right to enter into and upon the Sub-Leased Premises, or any part thereof, at all reasonable hours for the purpose of inspecting the same or at any time for the purpose of making such repairs or alterations therein as may be necessary for the safety and preservation thereof. No animals are allowed on the Sub-Leased Premises.

The entire Building, including the Sub-Leased Premises and common areas, has been designated in accordance with the New York State Building Code as non-smoking. No smoking is permitted anywhere in the Building under any circumstances, this includes e-cigarettes and vaping. Sub-Tenant and its agents, employees and invitees shall smoke only in designated areas outside the Building.

The water, restrooms, and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no rubbish, rags or other substances shall be thrown in them. All damages resulting from any misuse of the fixtures shall be borne by the Sub-Tenant who, or whose employees, agents, visitors or licensees, shall have caused the problem.

Tenant may occupy the Sub-Leased Premises during the Term solely for operation and creation of soy wax candles (such use in accordance with all laws being the "*Permitted Use*").

Notwithstanding the foregoing, Sub-Tenant's Permitted Use shall expressly exclude any use of the Premises that would in any way cause Tenant to incur any civil or criminal liability, loss, harm, or other damage. Furthermore, Sub-Tenant's violation, suspension, or revocation of any approvals or licenses necessary for Sub-Tenant's operation of its Permitted Use shall not in any way relieve Sub-Tenant of its obligations under this Sub-Lease, including Sub-Tenant's obligation to pay rent.

Parking. Sub-Tenant and its employees, invitees and guests park on-site at their own risk. Neither Landlord nor Tenant are responsible for damage that may occur to vehicles while on site. Sub-Tenants, visitors and deliveries shall park in the designated areas only. Sub-Tenant shall have the non-exclusive use of shared parking spaces in the parking lot located on the Premises. Sub-Tenant shall not park in any handicap spot unless legally permitted.

Mail and Deliveries. All United States Postal Service mail will be delivered at the multi-tenant mailbox on the Premises. Sub-Tenants will be assigned a mailbox and provided a key. It is the responsibility of the Sub-Tenant to retrieve their own mail and be physically present to receive packages. If items are being crate shipped, the Sub-Tenant must personally coordinate this delivery and be physically present when items are being delivered. No exceptions. Neither Tenant nor Landlord are liable for the Sub-Tenant's mail, deliveries, or transportation of the aforementioned items.

Sub-Tenant is responsible for the proper disposal associated with delivery packing materials. This includes, but is not limited to, pallets, boxes, plastics, Styrofoam, etc. Sub-Tenant shall break down corrugated cardboard boxes. Packing material, including Styrofoam peanuts, will be put in a separate plastic bag and tied. Trash cans will be placed in a designated communal location within the Building or on the Premises, which in Sub-Tenant is expected to dispose of all personal trash.

Compliance with Laws, Ordinance, Codes, etc. Sub-Tenant shall comply with all health, safety, environmental and other ordinances and laws now existing or to be enacted, and the rules and regulations established or to be established by the Tenant. No Sub-Tenant or any of the Sub-Tenant's employees, agents, or visitors shall bring or keep upon the Premises any flammable, combustible, or explosive fluid, chemical, or substance.

Sub-Tenant is required to abide by all CDC, Town of Warwick, Orange County and New York State safety standards to help prevent the spread of COVID-19 and to create a safe working environment as a Building/OCIDA Sub-Tenant. It is mandatory that Sub-Tenant develop a safety plan, attest to it with NY State, and submit a copy to the Tenant. A copy of the Tenant's Sub-Tenant safety plan and standards is attached hereto. It is mandatory that Sub-Tenant review and acknowledge receipt of the OCIDA Sub-Tenant COVID Safety Plan. A copy of the acknowledgement must be sent to the Tenant. A copy of the OCIDA's COVID-19 in office safety plan is available upon request.

Sub-Tenant is subject to having a health and safety survey performed by an OSHA Supervising Safety & Health Consultant. The evaluation will be coordinated at the discretion of the Tenant and its resident engineer to ensure continued OSHA compliance. Failure to comply with OSHA reviews and standards constitutes a breach of the Sub-Lease and shall entitle the Tenant to immediately terminate this Sub-Lease and re-possess the suite.

Sub-Tenant will not permit use of the suite which would violate any of the Sub-Lease, terms, provisions, and conditions of their Sub-Lease or which directly and indirectly is forbidden by public law, or governmental regulation or which may be dangerous to life, limb, or property, or which may invalidate or increase the premium cost of any insurance policy carried on the Building, including without limitation the vaporizing, smoking, consuming, or otherwise using marijuana on the Premises or within the vicinity of the Building. This includes storage which would impair the character, reputation, or appearance of the Building as a high-quality building or would interfere or tend to impair any services performed by management. Unlicensed firearms, illegal drugs, and alcoholic beverages are prohibited in the Building. No sub-tenant shall make, or permit to be made, any unseemly or disturbing noises or

disturb or interfere with occupants of this or neighboring premises or buildings. The Tenant reserves the right to amend, cancel, or enhance this Sub-Lease based on company culture, and behavior.

In the event where Sub-Tenant shall be required to alter the Premises, Sub-Leased Premises, or Building in accordance with this Section, Sub-Tenant shall first provide Tenant with plans and specifications of any such alterations, which shall be subject to Tenant's prior written consent. All such alterations, additions, or improvements shall be done by qualified individuals and in conformity with all codes, regulations and statutes of law and shall not damage the Premises, Sub-Leased Premises or Building, whether upon installation or removal.

Non-Disclosure Agreement. If required by Tenant, each Sub-Tenant is required to sign a Non-Disclosure Agreement with the Tenant and its Managing Director, the intent of which is to protect confidential information that may be shared by the Sub-Tenant with the Tenant and Managing Director's staff to assist the Sub-Tenant. Notwithstanding the foregoing, the Tenant is a public benefit corporation under the NYS General Municipal Law. As such it is subject to the Public Authorities Accountability Act, and the Open Meetings and Freedom of Information (FOIL) laws. To the extent possible the Tenant will use its best practices to preserve client confidentiality, but the Tenant is bound by such laws.

Reporting. Tenant requires the reporting of certain metrics, such as jobs created or retained, sales information, investments in new equipment and the like, on an annual basis to ensure compliance with current and future grants. The Tenant needs the cooperation of all sub-tenants and associate clients in meeting these reporting requirements and by signing this Sub-Lease, the Sub-Tenant agrees to cooperate fully with the Tenant in this regard. Failure on the part of the Sub-Tenant to cooperate and provide the information in a timely manner to the Tenant shall constitute a breach of this Sub-Lease and shall entitle the Tenant to terminate this Sub-Lease and re-possess the suite. Additionally, all clients of the Tenant are responsible for reporting these grant metrics for no less than three years and no more than five years' post-graduation. Failure to do so will prevent any further assistance from the Tenant.

Security. Sub-Tenant shall cooperate and assist the Tenant with maintaining the security of the Building. Sub-Tenant shall be responsible for securing the Sub-Leased Premises. The Tenant shall in all cases retain the right to control and prevent access to all persons whose presence in the sole judgment of management shall be prejudicial to the safety, character, reputation and interests of the Building and its sub-tenants. Any contractors or vendors that Sub-Tenant hires or invites to the Premises will adhere to any policies set forth by the Landlord or Tenant. However, nothing stated above shall be construed to prevent such access to persons with whom the Sub-Tenant normally deals in the ordinary course of its business unless such persons are engaged in illegal activities or violating these rules.

Exemption from Liability. The Landlord and Tenant are not responsible for lost or stolen articles. Sub-Tenant is discouraged from leaving computers, cameras, phones, money or items of value unsecured. All Sub-Tenant is responsible for any/all personal items. The Landlord nor Tenant will not replace or refund any stolen, lost, or damaged property.

Landlord and Tenant shall be exempt from any and all liability for any damage or injury to person or property caused by or resulting from fire, explosion, collapse, falling plaster, steam, electricity, gas, water, rain, ice or snow, or any leak or flow, or from the pipes, sprinklers, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause whatsoever from or into any part of said Sub-Leased Premises or from any damage or injury resulting or arising from any other causes or happening whatsoever, unless such liability is a result of the Landlord's or Tenant's negligence, nonfeasance, malfeasance or misfeasance.

In the event Sub-Tenant is permitted by the Tenant to use any part area outside of the Sub-Leased Premises to work or store goods or materials, the Sub-Tenant agrees to indemnify and hold harmless the Tenant and the Landlord from any liability of any kind for loss, damage, theft or other casualty to any such goods or materials.

Landlord has the right to demolish or rebuild the Building if there is substantial damage caused by fire or another casualty. Landlord may cancel leases and therefor cancel all sub-leases, including without limitation this Sub-Lease, within thirty (30) days after substantial fire or casualty by notice with intent to demolish or rebuild.

Sub-Tenant must pay for damages suffered and reasonable expenses of Tenant or Landlord relating to any claim arising from any act or negligence of Sub-Tenant. If an action is brought against Tenant or Landlord arising from Sub-Tenant's act or negligence, the use or occupancy or manner of use or occupancy of the Sub-Leased Premises by Sub-Tenant or any person claiming under Sub-Tenant, any activity, work, or thing done or permitted by Sub-Tenant in or about the Sub-Leased Premises, any breach by Sub-Tenant or its employees, agents, contractors, or invitees of this Sub-Lease, any injury or damage to the person, property, or business of Sub-Tenant, its employees, agents, contractors, or invitees entering upon the Premises under the express or implied invitation of Sub-Tenant, then Sub-Tenant shall defend Landlord and Tenant at Sub-Tenant's expense with an attorney of Tenant's choice. Sub-Tenant is responsible for all acts or negligence of Sub-Tenant's family, employees, guests or invitees.

In no event shall Tenant be responsible for consequential or indirect damages.

Sub-Tenant acknowledges and agrees that the liability of Landlord and Tenant under this Sub-Lease shall be limited to its interest in the Premises and any judgments rendered against Landlord or Tenant shall be satisfied solely out of the proceeds of sale of its interest in the Premises.

Sub-Tenant, as a material part of the consideration to Landlord and Tenant for this Sub-Lease, by this Section waives and releases all claims against Landlord and Tenant and their respective employees, and agents with respect to all matters for which Landlord and Tenant have disclaimed liability pursuant to the provisions of this Sub-Lease.

Insurance. Sub-Tenant, at Sub-Tenant's sole expense, shall maintain at all times during the Term (except as otherwise specifically provided below), any renewal Term, and after the Term for so long as Sub-Tenant, or any person holding through or under Sub-Tenant, remains in possession of the Sub-Leased Premises, the following policies of insurance: (a) comprehensive general liability insurance with a limit not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) policy aggregate for Bodily Injury & Property Damage Liability on a combined single limit basis, (b) worker's compensation insurance in accordance with the statutory limits required by Law in the event Sub-Tenant has employees, and (c) any other policy of insurance required by Landlord or reasonably required by Tenant.

Sub-Tenant agrees not to bring or install anything in the suite that will increase the Tenant's or Landlord's insurance rate. Sub-Tenant agrees not to conduct any disreputable, unlawful or inherently dangerous activity in the workplace. The liability policies shall name Landlord and Tenant as an additional named insured and shall include as additional insureds the Landlord, Tenant, OCIDA, its Managing Director and their officers, employees and Lenders, if any. A waiver of subrogation shall be

included for the benefit of Landlord and Tenant. Copies of all policies and endorsements shall be provided to the Tenant concurrently with the signing of this Sub Lease Agreement and with respect to all renewals, extensions or replacements thereof shall thereafter be furnished to Tenant at least ten (10) days prior to the expiration or cancellation of any policies and endorsements which they replace. Sub-Tenant shall promptly (and in any event at least five (5) business days prior to the date on which notice is required to be given to the insurer under such policies) notify both Tenant and the insurer in writing of any occurrence which might give rise to a claim under any of the policies required to be maintained by Sub-Tenant under this Sub-Lease. Sub-Tenant further agrees to comply in timely fashion with all of the obligations of the insured under each such policy and shall defend, indemnify and hold Landlord and Tenant harmless from any liability, loss, cost and/or expense suffered or incurred by Landlord and/or Tenant as a result of Sub-Tenant's failure to comply with the provisions of this Section. Each Sub-tenant is responsible for insuring the personal contents and personal property kept in their suite. Sub-Tenant expressly acknowledges and agrees that Sub-Tenant shall be solely and absolutely responsible for any increases or changes to the preceding insurance policies attributable to, caused by, or related to Sub-Tenant's Permitted Use, notwithstanding the fact that such uses are permitted under this Sub-Lease upon the terms and conditions contained herein.

Default. The Sub-Tenant shall comply with the terms of this Sub-Lease and shall not disturb or interfere with the use and occupancy of any other tenants or sub-tenants in the Building, the failure of which, after ten (10) days' notice and opportunity to cure, shall constitute an event of default under this Sub-lease entitling Tenant to all rights and remedies under law and in equity including the right to immediately terminate this Sub-Lease upon three (3) days additional notice and repossess the Subleased Premises. Additionally, it shall be a default of Sub-Tenant under this Sub-Lease upon the occurrence of the following: (i) revocation, violation, or suspension of any approvals or of any other applicable laws except as otherwise provided herein, whether local, State, or Federal, that are not cured within thirty (30) days of such notice of revocation, violation, or suspension; or (ii) Tenant receives any threatened or actual notice of violation of applicable zoning and/or State or local laws attributable to, caused by, or related to Sub-Tenant's operation of its Permitted Use; (iii) Non-payment of rent; (iv) any governmental entity commences, or threatens to commence, an enforcement proceeding or takes any other form of civil, criminal, or regulatory action against Tenant attributable to, caused by, or related to Sub-Tenant's operation of its Permitted Use. In the event the Sub-Tenant shall violate this Sub-Lease or interfere with the use and occupancy of any other tenants or sub-tenants in the Building, Landlord shall provide the Tenant and the Sub-Tenant with notice of such violation and give 30 days to remedy the violation. In the event the violation is not remedied within 30 days of notice or the Sub-Lease is not terminated by the tenant, the Landlord may terminate the Sub-Lease and pursue all available remedies against the Tenant and Sub-Tenant, including the right to remove Sub-Tenant's personal property and store in a secure facility.

Finally, you agree that if you vacate the Sub-Leased Premises, violate the Sub-Lease conditions, or default in the rent for more than one month, the Tenant may terminate the Sub-Lease and re-possess the suite.

Failure to Insist on Strict Performance. The failure of either party to insist, in any one or more instances, upon a strict performance of any covenant, term, provision or agreement of this Sub-Lease shall not be construed as a waiver or relinquishment thereof, but the same shall continue and remain in full force and effect, notwithstanding any law, usage or custom to the contrary. The receipt by Tenant of rent with knowledge of the breach of any covenant or agreement hereunder shall not be deemed a waiver of the rights of Tenant with respect to such breach. No waiver by a party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the waiving party.

Force Majeure. This Sub-Lease and the obligation of Sub-Tenant to pay rent hereunder and to perform all of the other covenants and agreements hereunder on part of Sub-Tenant to be performed shall not be affected, impaired or excused because Tenant is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make or is delayed in making any repairs, additions, alterations or decorations or is unable to supply, or is delayed in supplying any equipment or fixtures if Tenant is prevented or delayed from so doing by reason of any virus related disruption, a strike or labor trouble, or governmental preemption in connection with a governmentally declared National, State or Local Emergency or in connection with any rule, order or regulation of any department or subdivision thereof or of any governmental agency, or by reason of the condition of supply and demand which have been or are affected by war or other emergency, or by weather conditions or by any other condition beyond the control of Tenant.

Corporate Consent.

The Sub-Tenant hereby represents and covenants to the Tenant, such representations to be true as of the date of this Sub-Lease Agreement and throughout the term of this Sub-Lease that:

- (A) Junonia Group LLC. is a limited liability company duly organized and validly existing under the laws of the State of New York and authorized to do business in the State of New York.
- (B) The execution of this Sub-Lease by Junonia Group LLC has been duly approved at a meeting of the company, at which a quorum was present, wherein a majority vote of the members approved the execution of this Sub-Lease and authorized Amberlee Isabella to sign the Sub-Lease.
- (C) Amberlee Isabella is a member of Junonia Group LLC, and has the authority to sign this Sub-Lease Agreement and bind Junonia Group LLC to the terms and conditions stated herein.

Miscellaneous.

- (A) Each right or remedy of Tenant provided for in this Sub-Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Sub-Lease or now or hereinafter existing at law or in equity.
- (B) This Sub-Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- (C) This Sub-Lease represents the entire understanding of the parties hereto with respect to the subject matter hereof.
- (D) This Sub-Lease shall be governed and construed in accordance with the laws of the State of New York.
- (1) Subject headings in this Sub-Lease are for convenience only and have no meaning or effect.
- (F) Neither this Sub-Lease nor any provisions hereof may be changed, modified, amended, supplemented, altered, waived, discharged or terminated orally, but only by an instrument in writing signed by the parties.

(G) This Sub-Lease has been executed in multiple copies, each of which will for all purposes constitute the Sub-Lease, binding on the parties. The parties may exchange by PDF, e-mail, or other electronic signature software such as DocuSign, counterparts of the signature pages, which shall be effective as original signature pages for all purposes.

Amberlee Isabella

Dean Tamburri, Acting Chairman
Orange County Industrial Development Agency

Junonia Group LLC

By: _____
Amberlee Isabella, Authorized Member

Cc. Board of Directors, Orange County IDA