

ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT

THIS ENVIRONMENTAL COMPLIANCE AND INDEMNIFICATION AGREEMENT (the "**Agreement**") is made as of the 2nd day of February, 2023, among **GOSHEN DEVELOPER JV, LLC** and **ROYAL WINE CORPORATION** (collectively, the "**Indemnitor**" or the "**Company**"), for the benefit of the **ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (the "**Agency**").

RECITALS

WHEREAS, the Agency has undertaken at the request of the Indemnitor, a multi-faceted project the first phase of which consists of the following (provided, however, that each of the following is expressly applicable solely to Phase One) (the "**Project**"): (A)(i) the acquisition of a leasehold interest in approximately 82 acres of vacant land located at 2500 State Route 17M, Goshen, New York (Tax Map No. 117-1-1.222), as more fully described on Schedule A annexed hereto (the "**Land**") (ii) the construction of an approximately 626,862 base building to house a production/manufacturing facility to also include a visitors' center and retail sales center for the Company's juice and wine production as well as associated site improvements including, but not limited to, parking, infrastructure, mechanical systems, special epoxy flooring, cooling systems, interior concrete tank pads and upgraded utilities as well as exterior site improvements, (collectively, the "**Facility**"); and (iii) the acquisition and installation in and on the Facility of furniture, fixtures and equipment (the "**Equipment**" and together with the Land and the Facility, the "**Project Facility**"); (B) the granting of certain financial assistance to Phase One in the form of exemptions from State and local sales and use tax, mortgage recording tax and real property tax (collectively, the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, equipping and completion of the Project Facility; and (D) the acquisition of an interest in the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a leaseback agreement; and

WHEREAS, for avoidance of doubt: (i) this Agreement applies only to Phase One; and (ii) the terms "Project", "Equipment", "Project Facility" and "Financial Assistance", each mean as their definition applies to Phase One and not Phase Two or Phase Three, and all other definitions and references in this Leaseback Agreement, unless specifically noted, shall similarly be restricted to Phase One and exclude Phase Two and Phase Three.

NOW, THEREFORE, in consideration of the premises, Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Indemnitor, intending to be legally bound, hereby agrees as follows:

1. **Recitals; Definitions.**

(a) The foregoing recitals are incorporated into this Agreement by this reference.

(b) Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Table of Definitions attached to the Agency Lease as Exhibit "C."

2. Representations and Warranties.

(a) Except as disclosed in Schedule B annexed hereto, Indemnitor represents and warrants that it has no knowledge of any deposit, storage, disposal, burial, discharge, spillage, underground storage tanks, uncontrolled loss, seepage or filtration of oil, petroleum or chemical liquids or solids, liquid or gaseous products or any hazardous wastes or hazardous substances (collectively, "**Hazardous Substances**"), as those terms are used in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 or in any other federal, state or local law governing hazardous substances, as such laws may be amended from time to time (collectively, the "**Hazardous Waste Laws**"), at, upon, under or within the Project Facility or any contiguous real estate or within any ground water, and (ii) it has not caused or permitted to occur, and shall not permit to exist, any condition which may cause a discharge of any Hazardous Substances at, upon, under or within the Project Facility or on any contiguous real estate.

(b) Except as disclosed in the reports listed on Schedule B annexed hereto, Indemnitor further represents and warrants that (i) it has not been nor will be involved in operations at or near the Project Facility which operations could lead to (A) the imposition of liability on Indemnitor or on any subsequent or former owner of the Project Facility or (B) the creation of a lien on the Project Facility under the Hazardous Waste Laws or under any similar laws or regulations; and (ii) it has not permitted, and will not permit, any tenant or occupant of the Project Facility to engage in any activity that could impose liability under the Hazardous Waste Laws on such tenant or occupant, on Agency, the Indemnitor or on any other owner of any of the Project Facility.

(c) With respect to Phase One, all environmental permits necessary for the acquisition, construction, equipping, use or operation of the Project Facility have been obtained and are in full force and effect.

(d) No event has occurred with respect to the Project Facility which, with the passage of time or the giving of notice, or both, would constitute a violation of any applicable Hazardous Waste Law or non-compliance with any currently issued environmental permit.

(e) Excluding the current permits, approvals and entitlements held by the Indemnitor to develop the Project Facility, there are no agreements, consent orders, decrees, judgments, license or permit conditions or other orders or directives of any federal, state or local court, governmental agency or authority relating to the past, present or future ownership, use operation, sale, transfer or conveyance of the Project Facility which require any change in the present condition of the Project Facility or any work, repairs, construction, containment, clean-up, investigations, studies, removal or other remedial action or capital expenditures with respect to the Project Facility.

(f) There are no actions, suits, claims or proceedings, pending or to the knowledge of the Indemnitor, threatened, which could cause the incurrence of expenses or costs of any name or description or which seek money damages, injunctive relief, remedial action or any other remedy that arise out of, relate to or result from (i) a violation or alleged violation of any applicable Hazardous Waste Law or non-compliance or alleged non-compliance with any

Environmental Permit, (ii) the presence of any Hazardous Substance or a Release¹ or the threat of a Release of any Hazardous Substance on, at or from the Land or any property adjacent to or within the immediate vicinity of the Project Facility or (iii) human exposure to any Hazardous Substance, noises, vibrations or nuisances of whatever kind to the extent the same arise from the condition of the Land or the ownership, use operation, sale, transfer or conveyance thereof.

3. **Covenants.**

(a) The Indemnitor shall keep, and shall cause all operators, tenants, subtenants, licensees and occupants of the Project Facility to keep, the Project Facility free of all Hazardous Substances and shall not cause or permit the Project Facility or any part thereof to be used for the storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substances.

(b) Indemnitor shall comply with, and shall cause all operators, tenants, subtenants, licenses and occupants of the Project Facility to comply with, all applicable Hazardous Waste Laws, and shall obtain and comply with, and shall cause all operators, tenants, subtenants, licensees and occupants of the Project Facility to obtain and comply with, all environmental permits.

(c) Indemnitor shall comply strictly and in all respects with the requirements of the Hazardous Waste Laws and related regulations and with all similar laws and regulations and shall notify Agency immediately in the event of any discharge or discovery of any Hazardous Substance at, upon, under or within the Project Facility which is not otherwise already disclosed in **Schedule B**. Indemnitor shall promptly forward to Agency copies of all orders, notices, permits, applications or other communications and reports in connection with any discharge or the presence of any Hazardous Substance or any other matters relating to the Hazardous Waste Laws or any similar laws or regulations, as they may affect the Project Facility.

(d) Indemnitor shall undertake and complete all investigations, studies, sampling and testing and all removal and other remedial actions necessary to contain, remove and clean up all Hazardous Substances that are determined to be present at the Project Facility in accordance with all applicable Hazardous Waste Laws and all environmental permits.

(e) Indemnitor shall at all times allow the Agency and its officers, employees, agents, representatives, contractors and subcontractors reasonable access to the Project Facility upon prior notice during normal business hours for purposes of ascertaining site conditions, including, but not limited to, subsurface conditions.

(f) If at any time the Agency obtains any evidence or information which suggests that potential violations of Hazardous Waste Laws exist at the Land, the Agency may require that a full or supplemental environmental inspection and audit report with respect to the Land of a scope and level of detail satisfactory to the Agency be prepared by an environmental engineer or other qualified person acceptable to the Agency, at Indemnitor's expense. Said audit

¹ as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), and the regulations promulgated thereunder.

may include a physical inspection of the Project Facility, a visual inspection of any property adjacent to or within the immediate vicinity of the Project Facility, personnel interviews and a review of all environmental permits. If the Agency requires, such inspection shall also include a records search and/or subsurface testing for the presence of Hazardous Substances in the soil, subsoil, bedrock, surface water and/or ground water. If said audit report indicates the presence of any Hazardous Substance or a Release or the threat of a Release of any Hazardous Substances on, at or from the Land, Indemnitor shall promptly undertake and diligently pursue to completion all necessary, appropriate and legally authorized investigative, containment, removal, clean-up and other remedial actions, using methods recommended by the engineer or other person who prepared said audit report and acceptable to the appropriate federal, state and local agencies or authorities.

4. **Indemnity.**

(a) Indemnitor, at its sole cost and expense, shall at all times indemnify and hold harmless Agency against and from any and all claims, suits, actions, debts, damages, liabilities, costs, losses, obligations, judgments, charges and expenses, of any nature whatsoever suffered or incurred by Agency (including, without limitation, documented and reasonable attorneys' and experts' fees for attorneys and experts selected by the Agency, expenses and disbursements), whether as contract vendor, owner, mortgagee, as mortgagee in possession, or as successor-in-interest to Indemnitor by foreclosure deed or deed in lieu of foreclosure, under or on account of the Hazardous Waste Laws or any similar laws or regulations, including the assertion of any lien thereunder, with respect to or arising out of any of the following in respect of the Project:

(i) any discharge of Hazardous Substances, the threat of a discharge of any Hazardous Substances, or the presence of any Hazardous Substances affecting the Project Facility whether or not the same originates or emanates from the Project Facility or any contiguous real estate including any loss of value of the Project Facility as a result of any of the foregoing;

(ii) any costs of removal or remedial action incurred by the United States Government or any costs incurred by any other person or damages from injury to, destruction of, or loss of natural resources, including reasonable costs of assessing such injury, destruction or loss incurred pursuant to any Hazardous Waste Laws;

(iii) liability for personal injury or property damage arising under any statutory or common law tort theory, including, without limitation, damages assessed for the maintenance of a public or private nuisance or for the carrying on of an abnormally dangerous activity at or near the Project Facility; and/or

(iv) the failure to promptly undertake and diligently pursue to completion all necessary, appropriate and legally authorized investigative, containment, removal, clean-up and other remedial actions with respect to a Release or the threat of a Release of any Hazardous Substance on, at or from the Project Facility;

(v) non-compliance with any environmental permit; and/or

(vi) any other environmental matter affecting the Project Facility within the jurisdiction of the Environmental Protection Agency, any other federal agency, or any state or local agency.

The obligations of Indemnitor under this Agreement shall arise whether or not the Environmental Protection Agency, any other federal agency or any state or local agency has taken or threatened any action in connection with the presence of any Hazardous Substances.

(b) In the event of any discharge of Hazardous Substances, the threat of a discharge of any Hazardous Substances, or the presence of any Hazardous Substances affecting the Project Facility, whether or not the same originates or emanates from the Project Facility or any contiguous real estate, and/or if Indemnitor shall fail to comply with any of the requirements of the Hazardous Waste Laws or related regulations or any other environmental law or regulation, Agency may at its election, but without the obligation so to do, give such notices and/or cause such work to be performed at the Project Facility and/or take any and all other actions as Agency shall deem necessary or advisable in order to abate the discharge of any Hazardous Substance, remove the Hazardous Substance or cure the noncompliance of Indemnitor.

(c) The liability of the Company to the Agency shall be perpetual and shall survive, and shall in no way be limited, abridged, impaired or otherwise affected by: (i) any amendment or modification of any of the Company Documents; (ii) the release of the Company or any guarantor of any of the indebtedness associated with the Financial Assistance, or any other person, from the performance or observance of any of the agreements, covenants, terms or conditions contained in any of the Company Documents by operation of law, the lender's or Agency's voluntary act or otherwise; (iii) the invalidity or unenforceability of any of the terms or provisions of the Company Documents or the Agency Documents; (iv) any exculpatory provision contained in any of the Agency's Documents limiting the lender's or the Agency's recourse to property encumbered by a mortgage or to any other security; (v) any applicable statute of limitations; (vi) any investigation or inquiry conducted by or on the behalf of the Agency or any information which the Agency may have or obtain with respect to the environmental or ecological condition of the Project Facility; (vii) the sale or assignment of any indebtedness associated with the Financial Assistance or the Mortgage or the foreclosure of any Mortgage; (viii) the sale, transfer or conveyance of all or part of the Project Facility or the Company Documents; (ix) the dissolution or liquidation of the Company; (x) the death or legal incapacity of any Indemnitor; (xi) the release or discharge, in whole or in part, of the Company or any Indemnitor in any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding; (xii) any other circumstances which might otherwise constitute a legal or equitable release or discharge, in whole or in part, of the Company under any bond, note or mortgage entered into in connection with the Financial Assistance or of any Indemnitor under this Agreement or any Company Document; (xiii) the expiration or termination of the Company Lease and/or the Agency Lease between the Agency and the Company or any other person with respect to the Financial Assistance; or (xiv) the reconveyance of title to the Project Facility, or any portion thereof, by the Agency to the Company or any other person, whether in accordance with the terms of the Agency Lease, by foreclosure or deed in lieu of foreclosure, sale or otherwise.

(d) Indemnitor acknowledges that Agency has relied upon the representations, warranties, covenants and indemnities of Indemnitor in this Agreement. All of the representations, warranties, covenants and indemnities of this Agreement shall survive the repayment of Indemnitor's obligations under the Agency Lease or other Company Documents.

(5) **Attorney's Fees.** If Agency retains the services of any attorney in connection with the subject of the indemnity herein, Indemnitor shall pay Agency's reasonable and documented costs and reasonable attorneys' fees thereby incurred. Agency may employ an attorney of its own choice.

(6) **Interest.** In the event that Agency incurs any obligations, costs or expenses required under this Agreement, Indemnitor shall pay such Person immediately on demand, and if such payment is not received within ten (10) days, interest on such amount shall, after the expiration of the ten-day period, accrue at the interest rate set forth in the Agency Lease until such amount, plus interest, is paid in full.

(7) **No Waiver.** Notwithstanding any terms of the Company Documents to the contrary, the liability of Indemnitor under this Agreement shall in no way be limited or impaired by: (i) any extensions of time for performance required by any of the Company Documents; (ii) any sale, assignment or foreclosure of the Agency Lease or any sale or transfer of all or part of the Project Facility; (iii) the accuracy or inaccuracy of the representations and warranties made by Indemnitor under any of the Company Documents; or (iv) the release of Indemnitor or any other person from performance or observance of any of the agreements, covenants, terms or conditions contained in the Company Documents by operation of law, Agency's voluntary act, or otherwise; and, in any such case, whether with or without notice to Indemnitor and with or without consideration.

(8) **Waiver by Indemnitor.** Indemnitor waives any right or claim of right to cause a marshalling of Indemnitor's assets or to cause Agency to proceed against any of the security for the Agency Lease before proceeding under this Agreement against Indemnitor or to proceed against Indemnitor in any particular order; Indemnitor agrees that any payments required to be made hereunder shall become due on demand; Indemnitor expressly waives and relinquishes all rights and remedies (including any rights of subrogation) accorded by applicable law to indemnitors or guarantors.

(9) **Agency's Limited Role:** Under no circumstances shall the Agency's limited involvement herein be deemed to be (because it is not) participating in the management or participating in the development of the Project Facility as those terms are used in New York Environmental Conservation Law ("ECL") Section 27-1323. The Agency's limited involvement herein resulted from its acquiring a nominal interest in the Project Facility in the exercise of its statutory purposes and for no, other reason, and such acquisition was undertaken under circumstances where it amounts to an involuntary acquisition as that term is defined under ECL Section 27-1323.

(10) **Releases.** Any one or more of Indemnitor and any other party liable upon or in respect of this Agreement or the Agency Lease may be released without affecting the liability of any party not so released.

(11) **Amendments.** No provision of this Agreement may be changed, waived, discharged or terminated orally, by telephone or by any other means except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

(12) **Joint and Several Liability.** In the event that this Agreement is executed by more than one party as Indemnitor, the liability of such parties is joint and several. A separate action or actions may be brought and prosecuted against each Indemnitor, whether or not an action is brought against any other person or whether or not any other person is joined in such action or actions.

(13) **Consent to Jurisdiction.** Indemnitor consents to the exercise of personal jurisdiction over Indemnitor by any federal or state court in the State of New York and consent to the laying of venue in any jurisdiction or locality in the County of Orange. Service shall be effected by any means permitted by the court in which any action is filed.

(14) **Notices.** All notices, certificates, and other communications hereunder shall be in writing, shall be sufficiently given, and shall be deemed given when (a) sent to the applicable address stated below by registered or certified mail, return receipt requested, and actually received by the intended recipient or by overnight courier or such other means as shall provide the sender with documentary evidence of such delivery, or (b) delivery is refused by the addressee as evidenced by the affidavit of the Person who attempted to effect such delivery. The addresses to which notices, certificates, and other communications hereunder shall be delivered are as follows:

(a) If to the Agency, to: Orange County Industrial Development Agency
Orange County Business Accelerator
4 Crotty Lane, Suite 100
New Windsor, New York 12553
Attn: William Fioravanti, Chief Executive Officer

With a copy to: Bousquet Holstein PLLC
110 West Fayette Street, Suite 1000
Syracuse, New York 13202
Attn: Susan R. Katzoff, Esq.

(b) To Goshen Developer JV, LLC: Goshen Developer JV, LLC
133 Pearl Street
Boston, Massachusetts 02110
Attn: Steven Goodman

With a copy to: Goshen Developer JV, LLC
63 Lefante Way
Bayonne, New Jersey 07002
Attn: Sheldon Ginsberg

With a copy to: Bleakley Platt & Schmidt LLC
One Blue Hill Plaza, 3rd Floor
P.O. Box 1613
Pearl River, New York 10965
Attn: Brian J. Quinn, Esq.

(c) To Royal Wine Corporation: Royal Wine Corporation
63 Lefante Drive
Bayonne, New Jersey, 07002
Attn: Mordechai Herzog

With a copy to: Bleakley Platt & Schmidt LLC
One Blue Hill Plaza, 3rd Floor
P.O. Box 1613
Pearl River, New York 10965
Attn: Brian J. Quinn, Esq.

The Agency and the Company, may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, and other communications shall be sent.

(15) **Waivers.** The parties waive trial by jury in any action brought on, under or by virtue of this Agreement. Indemnitor waives any right to require Agency at any time to pursue any remedy in such Person's power whatsoever. The failure of Agency to insist upon strict compliance with any of the terms hereof shall not be considered to be a waiver of any such terms, nor shall it prevent Agency from insisting upon strict compliance with this Agreement or any other Company Document at any time thereafter.

(16) **Severability.** If any clause or provisions herein contained operates or would prospectively operate to invalidate this Agreement in whole or in part, then such clause or provision shall be held for naught as though not contained herein, and the remainder of this Agreement shall remain operative and in full force and effect.

(17) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Said counterparts shall together constitute but one and the same instrument and shall be binding upon each of the undersigned as fully and completely as if all had signed the same instrument.

(18) **Inconsistencies Among the Company Documents.** Nothing contained herein is intended to modify in any way the obligations of Indemnitor under the Agency Lease or any other Company Document. Any inconsistencies among the Company Documents shall be construed, interpreted and resolved so as to benefit Agency.

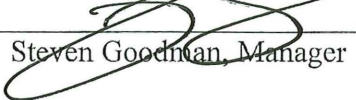
(19) **Successors and Assigns.** This Agreement shall be binding upon Indemnitor's successors, assigns, heirs, personal representatives and estate and shall inure to the benefit of Agency and its successors and assigns.

(20) **Controlling Laws.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, Indemnitor has executed this Agreement as of the date first above written.

GOSHEN DEVELOPER JV, LLC

By: 
Steven Goodman, Manager

GOSHEN DEVELOPER JV, LLC

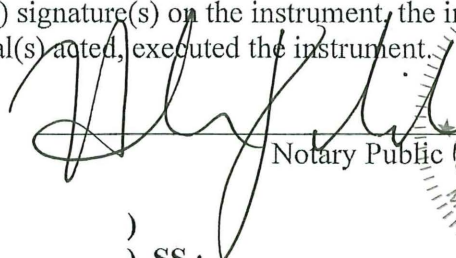
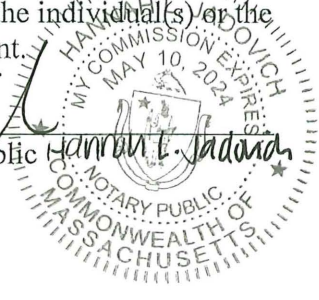
By: _____
Mordechai Herzog, Manager

ROYAL WINE CORPORATION

By: _____
Mordechai Herzog, Chief Executive Officer

COMMONWEALTH OF MASSACHUSETTS)
) SS.:
COUNTY OF SUFFOLK)

On the 30 day of December, in the year 2022, before me the undersigned, personally appeared **STEVEN GOODMAN**, personally known to me or proved to me on the basis of satisfactory evidence, to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity(ies), and that by (his) (her) (their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public Hannah E. Shadana


STATE OF NEW JERSEY)
) SS.:
COUNTY OF HUDSON)

On the ___ day of _____, in the year 20____, before me the undersigned, personally appeared **MORDECHAI HERZOG**, personally known to me or proved to me on the basis of satisfactory evidence, to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity(ies), and that by (his) (her) (their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

IN WITNESS WHEREOF, Indemnitor has executed this Agreement as of the date first above written.

GOSHEN DEVELOPER JV, LLC

By: _____
Steven Goodman, Manager

GOSHEN DEVELOPER JV, LLC

By: _____
Mordechai Herzog, Manager

ROYAL WINE CORPORATION

By: _____
Mordechai Herzog, Chief Executive Officer

COMMONWEALTH OF MASSACHUSETTS)
) SS.:
COUNTY OF SUFFOLK)

On the ___ day of _____, in the year 20____, before me the undersigned, personally appeared **STEVEN GOODMAN**, personally known to me or proved to me on the basis of satisfactory evidence, to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity(ies), and that by (his) (her) (their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW JERSEY)
) SS.:
COUNTY OF HUDSON)

On the 6th day of January, in the year 2023, before me the undersigned, personally appeared **MORDECHAI HERZOG**, personally known to me or proved to me on the basis of satisfactory evidence, to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity(ies), and that by (his) (her) (their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Sheldon L. Ginsberg
Notary Public, State of New Jersey
My Commission Expires
April 1, 2026
Registration # 2406359

Notary Public

Schedule A Description

Title Number NYAA-17161

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ALL that certain plot, piece or parcel of land situate in the Village and Town of Goshen, County of Orange and State of New York, said lands being shown as the remaining lands of Tax Lot 117-1-1.22 on a map entitled "survey and Lot Line Change Map Prepared for Village of Goshen and YEBT Settlers Run, LLC, Village of Goshen, Orange County, New York", dated February 21, 2020, last revised April 27, 2020 and filed in the Orange County Clerk's Office on June 30, 2020 as Filed Map No. 128-20, said lands being more particularly bounded and described as follows:

BEGINNING at a point being an angle and the northerly line of New York State Route 17M (Route 6), said point being a westerly corner of lands herein described and lying on the southeasterly line of lands now or formerly Holland Electrical Company, Inc., said point also being North 38 degrees 01' 53" East, as per filed map No. 128-20, 71.15 feet from a concrete monument lying on the northerly line of said New York State Route 17M being the southeasterly corner of said Holland Electrical Company, Inc.;

THENCE from said point of beginning, running along a portion of the southeasterly line of lands of said Holland Electrical Company, Inc., and continuing along the southeasterly line of lands now or formerly Goshen Foundry, Ltd., being a northwesterly line of lands herein described,

(1) North 37 degrees 53' 21" East, a distance of 208.92 feet, to an iron rod being the easterly corner of lands of said Goshen Foundry, Ltd.;

THENCE running along a northeasterly line of lands of said Goshen Foundry, Ltd. Being a southwesterly line of the lands herein described,

(2) North 65 degrees 32' 22" West a distance of 485.20 feet, to an iron rod being the northerly corner of lands of said Goshen Foundry, Ltd.; the westerly corner of lands herein described and lying on the southeasterly line of lands now or formerly Norabel, Inc.;

THENCE running along a portion of the southeasterly line of lands of said Norabel, Inc. being the northwesterly line of the lands herein described,

(3) North 37 degrees 36' 59" East, a distance of 1,076.08 feet, to a point marked by an iron rod being the northeasterly corner of lands of said Norabel, Inc. and the northwesterly corner of lands herein described, said point also lying on the the southerly line of lands now or formerly County of Orange (Old Erie Lackawanna Railroad Company) and being the northwesterly corner of lands now or formerly Village of Goshen;

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Schedule A Description - continued

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THENCE running along southwesterly, southerly and southeasterly lines of said Village of Gosheri, being northeasterly, northerly and northwesterly lines of lands herein described on the following five (5) courses and distances:

- (4) South 52 degrees 13' 06" East, a distance of 477.25 feet;
- (5) South 52 degrees 55' 15" East, a distance of 699.67 feet to an iron rod;
- (6) North 40 degrees 50' 47" East, a distance of 178.67 feet to an iron rod;
- (7) North 88 degrees 22' 46" East, a distance of 566.54 feet to an iron rod; and
- (8) North 45 degrees 23' 35" East, a distance of 1,291.38 feet to an iron rod being a northeasterly corner of said. Village of Goshen, a northwesterly corner of lands herein described and lying on the southerly line of lands now or formerly County of Orange (Old Erie Lackawanna Railroad Company);

THENCE running along a portion of the southerly line of lands of said County of Orange (Old Erie Lackawanna Railroad Company) being a northerly line of lands herein described on the following three (3) courses and distances:

- (9) South 76 degrees 57' 27" East, a distance of 201.11 feet to a point of curvature with a radial bearing of South 18 degrees 06' 34" West;
- (10) on a curve to the right having a radius of 1,876.86 feet, an arc length of 676.11 feet, as defined by the chord South 61 degrees 34' 14" East, 672.46 feet to a point with a radial bearing of South 38 degrees 44' 58" West; and
- (11) South 42 degrees 06' 11" East, a distance of 236.54 feet to a concrete monument being a southerly corner of lands of said County of Orange, the northeasterly corner of lands herein described and lying on the westerly line of New York State Route 17;

THENCE running along northwesterly and westerly lines of said New York State Route 17, being southeasterly and easterly lines of lands herein described on the following five (5) courses and distances:

- (12) South 85 degrees 07' 40" West, a distance of 19.81 feet to a concrete monument;
- (13) South 30 degrees 22' 49" West, a distance of 275.67 feet to a concrete

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Schedule A Description - continued

Title Number NYAA-17161

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monument;

(14) South 14 degrees 55' 40" East, a distance of 162.19 feet to a concrete monument;

(15) South 72 degrees 40' 26" East, a distance of 5.47 feet; and

(16) South 44 degrees 33' 40" East, a distance of 123.85 feet, to a point being an easterly corner of lands herein described and the northeasterly corner of lands now or formerly Village of Goshen;

THENCE running along northwesterly and northerly lines of lands of said Village of Goshen being southeasterly and southerly line of lands herein described the following two (2) courses and distances:

(17) South 57 degrees 52' 21" West, a distance of 241.68 feet; and

(18) South 88 degrees 30' 11" West, a distance of 44.95 feet, to a point being a northwesterly corner of lands of said Village of Goshen;

THENCE running along the westerly line of lands of said Village of Goshen being an easterly line of lands herein described:

(19) South 01 degrees 29' 49" East, a distance of 130.98 feet, to a point being the southeasterly corner of lands herein described;

THENCE running along a northwesterly line of lands of said Village of Goshen being a southeasterly line of lands herein described on the following five (5) courses and distances:

(20) South 77 degrees 15' 02" West, a distance of 85.65 feet;

(21) South 72 degrees 30' 02" West, a distance of 101.01 feet;

(22) South 67 degrees 27' 32" West, a distance of 101.25 feet;

(23) South 62 degrees 43' 32" West, a distance of 101.85 feet; and

(24) South 58 degrees 27' 32" West, a distance of 76.80 feet, to a point being a southwesterly corner of lands of said Village of Goshen, a southeasterly corner of lands herein described and lying on the northerly line of New York State Route

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Schedule A Description - continued

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17M (Route 6);

THENCE running along a portion on the northerly line of said New York Route 17M being the southerly line of lands herein described on the following six (6) courses and distances:

(25) South 89 degrees 31' 32" West, a distance of 581.16 feet;

(26) North 85 degrees 07' 13" West, a distance of 225.03 feet;

(27) South 83 degrees 24' 07" West, a distance of 419.08 feet;

(28) South 86 degrees 23' 27" West, a distance of 1,550.05 feet;

(29) South 86 degrees 56' 34" West, a distance of 296.70 feet; and

(30) North 52 degrees 05' 31" West, a distance of 78.03 feet, to the point or place of BEGINNING.

For Information only:

Commonly known as 2500 St Rte 17M Goshen, NY 10924 and shown on the Official Tax Maps of the Village of Goshen as Lot No. 1.222 in Block 1 Section 117

SCHEDULE “B”

EXCEPTIONS

Environmental Disclosure: Those matters disclosed in the “PHASE I ENVIRONMENTAL SITE ASSESSMENT; 2500 Route 17M, Goshen, New York 10924; Project #03.990410.00” by EnviroTrac Ltd dated February 27, 2020

Report attached.