

**CRH REALTY VI, LLC**

**TO**

**ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

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**LEASE AGREEMENT**

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*This conveyance of leasehold interest concerns certain lots in the Town of Wallkill  
constituting tax map numbers: 60-1-106, 60-1-107, 60-1-108, 60-1-109*

**Dated as of October 1, 2012**

**LEASE AGREEMENT**  
**(Company to Agency)**

THIS LEASE AGREEMENT, dated as of the 1<sup>st</sup> day of October, 2012 (the "Lease Agreement"), is by and between **CRH REALTY VI, LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York with offices at 155 Crystal Run Road, Middletown, New York 10941 (the "Company") and **ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 255-275 Main Street, Goshen, New York 10924 (the "Agency").

WITNESSETH:

The Company desires to rent to the Agency the real property, including any buildings, structures or improvements thereon, described in Schedule A attached hereto (the "Leased Premises") pursuant to the terms contained herein, during the term of that certain leaseback agreement, between the Agency and the Company, dated as of the date hereof (the "Leaseback Agreement").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Granting Clause. The Company hereby leases to the Agency the Leased Premises, upon the terms and conditions of this Lease Agreement.
2. Warranty of Title. The Company warrants that it has good and marketable title to the Leased Premises and forever warrants the title to the Leased Premises.
3. Term. The term of this Lease Agreement shall be coterminous with the term of the Leaseback Agreement (the "Lease Term").
4. Rent. The Agency agrees that it will pay to the Company, for the use of the Leased Premises, rent of One Dollar (\$1.00) per annum.
5. Taxes. The Company agrees to pay all taxes to be assessed on, or charges or expenses incurred with respect to, the Leased Premises during the Lease Term.
6. Maintenance and Insurance of Premises. The Company shall maintain and insure the Leased Premises. The Agency shall not be required to maintain the Leased Premises or incur any costs with respect to the Leased Premises. All insurance or condemnation proceeds shall be distributed and governed by the Leaseback Agreement.
7. Lease Expiration. The parties agree that at the expiration of the Lease Term the Agency will surrender the Leased Premises to the Company pursuant to the terms and conditions of this Lease Agreement and the Leaseback Agreement in the then condition of the Leased Premises.

8. Hold Harmless. The Company hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency and its executive director, officers, members and employees, and their respective successors or personal representatives, harmless from and against any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Leased Premises or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Leased Premises or as a result of a breach by the Company of its representations or agreements contained herein or in the Leaseback Agreement, or (ii) liability arising from or expense incurred by the Agency's financing, construction, equipping, owning and leasing of the Leased Premises, including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or any of its respective members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability; except, however, that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the indemnified party to the extent that such an indemnity would be prohibited by law.

10. Non-Merger. So long as any leasehold or sub-leasehold mortgage is in existence, unless all mortgagees shall otherwise expressly consent in writing, fee title to the Facility and the leasehold estate of the Agency therein created by this Lease Agreement shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by Company or by Agency or by a third party, by purchase or otherwise.

11. Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, addressed as follows:

To the Agency:

Orange County Industrial Development Agency  
255-275 Main Street  
Goshen, New York 10924  
Attn: Executive Director

With Copy To:

Kevin T. Dowd, Esq.  
Attorney - Orange County IDA  
46 Daisy Lane  
Montgomery, New York 12549

And To:

Harris Beach PLLC  
99 Garnsey Road  
Pittsford, New York 14534  
Attn: Russell E. Gaenzle, Esq.

To the Company:

CRH Realty VI, LLC  
155 Crystal Run Road  
Middletown, New York 10941  
Attn: Hal Teitelbaum, M.D., CEO

With Copy To:

Douglas R. Sansted, Esq.  
95 Crystal Run Road  
Middletown, New York 10941

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

11. No Recourse; Special Obligation.

(a) The obligations and agreements of the Agency contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent (other than the Company) or employee of the Agency in his individual capacity, and the members, officers, agents (other than the Company) and employees of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

(b) The obligations and agreements of the Agency contained hereby shall not constitute or give rise to an obligation of the State of New York (the "State") or of the County of Orange, New York, and neither the State of New York nor the County of Orange, New York, shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency, payable solely from the revenues of the Agency derived and to be derived from the sale or other disposition of the Leased Premises (except for revenues derived by the Agency with respect to the Unassigned Rights (as such term is defined in the Leaseback Agreement)).

(c) No order or decree of specific performance with respect to any of the obligations of the Agency hereunder shall be sought or enforced against the Agency unless (i) the party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, (ii) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such reasonable fees and expenses, and (iii) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than the

Company) or employees shall be subject to potential liability, the party seeking such order or decree shall agree to indemnify and hold harmless the Agency and its members, officers, agents (other than the Company) and employees against all liability expected to be incurred as a result of compliance with such request.

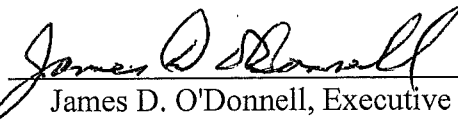
*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Company and the Agency have caused this Lease Agreement to be executed in their respective names, all as of the date first above written.

CRH REALTY VI, LLC

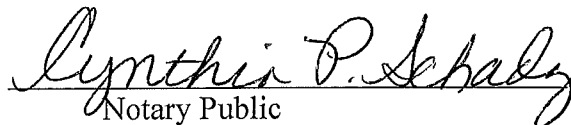
By:   
Michelle A. Koury, M.D., Member

ORANGE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By:   
James D. O'Donnell, Executive Director

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

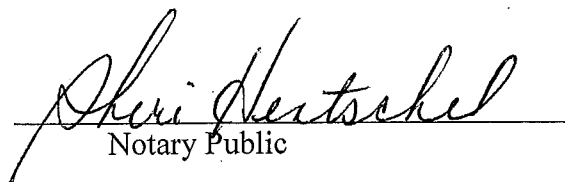
On the 4th day of October in the year 2012, before me, the undersigned, personally appeared **Michelle A. Koury, M.D.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

CYNTHIA P. SCHADY  
Notary Public, State of New York  
Commission No. 4866719  
Qualified in Orange County  
Commission Expires August 11, 2014

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

On the 28th day of September in the year 2012, before me, the undersigned, personally appeared **James D. O'Donnell**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

SHERI HENTSCHEL  
Notary Public, State of New York  
No. 01HE 4943443  
Qualified in Orange County  
Commission Expires October 24, 2014

SCHEDULE A

**LANC & TULLY**  
**ENGINEERING AND SURVEYING, P.C.**

John J. Lano, P.E., L.S., P.P.  
David E. Higgins, P.E.  
Rodney C. Knowlton, L.S.

Arthur R. Tully, P.E.  
John J. O'Rourke, P.E.  
John D. Russo, P.E.

**DESCRIPTION**

**SEPTEMBER 13, 2012**

**LANDS TO BE CONSOLIDATED -- CRYSTAL RUN HEALTHCARE  
TOWN OF WALLKILL  
ORANGE COUNTY, NEW YORK**

All that certain plot, piece, or parcel of land situate in the Town of Wallkill, County of Orange, State of New York, said lands being Lot Nos. 24, 25, 26 and 27, as shown on a map entitled "Plan of Subdivision For Wallkill Industrial Park, Town of Wallkill, Orange County, New York", dated October 31, 1988, last revised May 1, 1990 and filed in the Orange County Clerk's office on May 1, 1990 as Map No. 9958, said lands being more particularly described as follows:

Beginning at a concrete monument lying at an angle in the northeasterly line of Rykowski Lane, said point being the westerly corner of lands herein described and lying on the southeasterly line of lands now or formerly Eddie Fice Real Estate Holding, LLC., said point also being the westerly corner of Lot No. 24, as shown on the previously mentioned map; thence running along a portion of the southwesterly line of lands of said Eddie Fice Real Estate Holding, LLC. being the northwesterly line of lands herein described (1) North 60°-42'-50" East, as per Filed Map No. 9958, a distance of 365.00 feet to an iron rod being the northerly corner of lands herein described and the westerly corner of Lot No. 31 as shown on the previously mentioned map; thence running along the southwesterly line of said Lot No. 31 and continuing along the southwesterly lines of Lot Nos. 30, 29 and 28 as shown on the previously mentioned map, being the northeasterly line of lands herein described (2) South 41°-47'-10" East, a distance of 909.70 feet to a concrete monument being the southerly corner of said Lot No. 26, the easterly corner of lands herein described and lying on an northerly line of Rykowski Lane; thence running along northerly and northeasterly lines of said Rykowski Lane being southerly and southwesterly lines of lands herein described on the following five (5) courses and distances: (3) South 70°-17'-15" West, a distance of 371.21 feet to a concrete monument at a point of curvature; (4) on a curve to the right having a radius of 139.24 feet, an arc length of 190.17 feet, as defined by the chord North 70°-35'-13" West, 175.72 feet to a concrete monument at a point of tangency; (5) North 31°-27'-45" West, a distance of 277.33 feet to a concrete monument at a point of curvature; (6) on a curve to the left having a radius of 1,600.00 feet, an arc length of 335.10 feet, as defined by the chord North 37°-27'-45" West, 334.48 feet to a concrete monument at a point of tangency; and (7) North 43°-27'-45" West, a distance of 88.88 feet to the point or place of beginning; all as shown on a map entitled "Lot Consolidation Plan, Crystal Run Healthcare, Town of Wallkill, Orange County, New York", dated April 27, 2012, last revised August 8, 2012, prepared by Lano & Tully Engineering and Surveying, P.C.

Containing 7.694± acres.

Premises herein described being Tax Map Lot Nos. 106, 107, 108, and 109 in Block 1, within Section 60, as shown on the Tax Maps of the Town of Wallkill, Orange County, New York, dated 2011.

Premises herein described being a portion of the same premises as described in Liber 12251 of Deeds at Page 1710, as filed in the Orange County Clerk's Office.



SCHEDULE A (continued)

DESCRIPTION - CONTINUED  
LANDS TO BE CONSOLIDATED - CRYSTAL RUN HEALTHCARE  
TOWN OF WALLKILL  
ORANGE COUNTY, NEW YORK

SEPTEMBER 13, 2012

Premises herein described being subject to a portion of a 30' wide drainage easement as shown on an map entitled " Plan of Subdivsion For Wallkill Industrial Park, Town of Wallkill, Orange County, New York", dated October 31, 1988, last revised May 1, 1990 and filed in the Orange County Clerk's Office on May 1, 1990 as Map No. 9958

Premises herein described being subject to any other easements, rights-of-way, covenants or restrictions of record.

crystal.run consolidated lands.daso.docx