

**CROSS ROADS COURT REAL ESTATE, LLC**

**TO**

**ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

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**LEASE AGREEMENT**

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*This conveyance of leasehold interest concerns a certain parcel of land located at  
Crossroads Court in the Town of Newburgh, Orange County, New York  
TMID No.: 95-1-45.12*

**Dated as of November 1, 2015**

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

THIS LEASE AGREEMENT, dated as of the 1<sup>st</sup> day of November, 2015 (the "Lease Agreement"), is by and between **CROSS ROADS COURT REAL ESTATE, LLC**, a limited liability company formed and validly existing under the laws of the State of New York with an address of P.O. Box 10804, Newburgh, New York 12552 (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 Orange County Business Accelerator, 4 Crotty Lane, Suite 100, New Windsor, New York 12553 (the "Agency").

W I T N E S S E T H:

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, constructing, 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 negligence on the part of the indemnified party.

9. 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. The Agency will not mortgage, encumber or transfer its interest in the Facility without the consent and/or approval of the Company.

10. 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  
Orange County Business Accelerator  
4 Crotty Lane, Suite 100  
New Windsor, New York 12553  
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:

Cross Roads Court Real Estate, LLC  
P.O. Box 10804  
Newburgh, New York 12552  
Attn.: Martin Milano, Member

With Copy To:

Goldman Attorneys PLLC  
210 Washington Avenue Extension  
Albany, New York 12203  
Attn.: Paul J. Goldman, Esq.

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; provided that such employees did not engage in willful misconduct or negligent acts or omissions.

(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 Orange County, New York, and neither the State nor Orange County, 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 place, 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.

12. Execution of Counterparts. This Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

*[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.

**CROSS ROADS COURT REAL ESTATE, LLC**

By: Mart Milano  
Martin Milano, Member

**ORANGE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

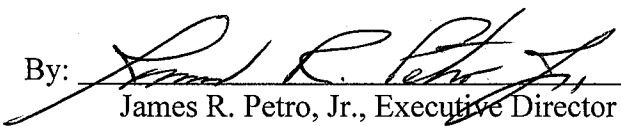
By: \_\_\_\_\_  
James R. Petro, Jr., Executive Director

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**CROSS ROADS COURT REAL ESTATE, LLC**

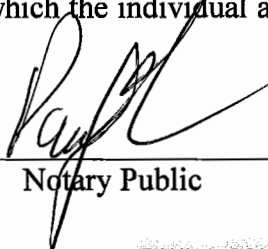
By: \_\_\_\_\_  
Martin Milano, Member

**ORANGE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

By:  \_\_\_\_\_  
James R. Petro, Jr., Executive Director

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

On the 20 day of November in the year 2015, before me, the undersigned, personally appeared **Martin Milano**, 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

PAUL J. GOLDMAN  
Notary Public, State of New York  
No. 02G04864023  
Qualified in Albany County  
Commission Expires June 9, 2018

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

On the \_\_\_\_ day of November in the year 2015, before me, the undersigned, personally appeared **James R. Petro, Jr.**, 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



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


On the \_\_\_\_ day of November in the year 2015, before me, the undersigned, personally appeared **Martin Milano**, 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

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

On the 23 day of November in the year 2015, before me, the undersigned, personally appeared **James R. Petro, Jr.**, 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.

**RACHEL C. BARANELLO**  
Notary Public, State of New York  
No. 02BA6267182  
Qualified in Monroe County  
Commission Expires 8/13/2016

  
\_\_\_\_\_  
Notary Public



Engineers  
Planners  
Surveyors  
Landscape Architects  
Environmental Scientists

SCHEDULE A - LEGAL DESCRIPTION

1607 Route 300, Suite 101  
Newburgh, NY 12550  
T: 845.564.4495  
F: 845.564.0278  
www.maserconsulting.com

All that certain tract, piece or parcel of land situate in the Town of Newburgh, County of Orange, State of New York, as shown on a map entitled "Boundary and Topographic Survey for Martin Milano" as prepared by Maser Consulting, dated 5/07/14 and being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the westerly highway boundary of the New York State Thruway with the southerly highway boundary of Route 17K, said point being the northeasterly corner of Lands now or formerly of Martin J. Milano (Book 5254, page 302); thence from said point of beginning with the westerly highway boundary of the New York State Thruway South  $26^{\circ}42'30''$  West 465.04 feet to a point; thence with a permanent easement the following two (2) courses and distances:

1. North  $64^{\circ}28'34''$  West 73.96 feet to a point;
2. South  $25^{\circ}26'26''$  West 52.23 feet to a point in the northerly line of lands now or formerly of Orange County Industrial Development (Book 11966, page 1935);

thence with the northerly line of Orange County Industrial Development North 41 degrees 10 minutes 54 seconds West 453.71 feet to a point in the proposed road line of Crossroads Court; thence with the southerly and westerly boundary of said proposed Crossroads Court, and continuing with the line of Orange County Industrial Development, and with the line of lands now or formerly of GE Commercial Finance Business Property Corporation (Book 13294, page 1303) and lands now or formerly of G & M Orange LLC (Book 12688, page 281) the following four (4) courses and distances:

1. with the arc of a curve to the right having a radius of 70.00 feet, an arc length 237.87 feet and a chord bearing and distance of North  $23^{\circ}58'56''$  West 138.85 feet to a point;
2. with the arc of a curve to the left having a radius of 25.00 feet, an arc length of 25.41 feet and a chord bearing and distance of North  $44^{\circ}14'56''$  East 24.33 feet to a point;
3. with the arc of a curve to the right having a radius of 210.00 feet, an arc length of 101.50 feet, and a chord bearing and distance of North  $28^{\circ}57'31''$  East 100.51 feet to a point;
4. North  $42^{\circ}48'16''$  East 169.57 feet to a point in the southerly highway boundary of Route 17K;

thence with said southerly highway boundary the following two (2) courses and distances:

1. South  $58^{\circ}48'29''$  East 293.47 feet to a point;
2. South  $62^{\circ}28'30''$  East 249.74 feet

to the point of beginning, containing  $5.92\pm$  acres or  $257,772\pm$  square feet.