

**CRH REALTY VIII, LLC**

**TO**

**ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

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**LEASE AGREEMENT**

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*This conveyance of leasehold interest concerns certain parcels of land located on Union Avenue  
(NYS Route 300) in the Towns of Newburgh and New Windsor, Orange County, New York  
Tax Map ID Nos.: 97-3-6, 97-3-7, 97-3-8, 97-3-26 and 4-1-72.2*

**Dated as of September 1, 2014**

**LEASE AGREEMENT  
(Company to Agency)**

THIS LEASE AGREEMENT, dated as of the 1<sup>st</sup> day of September, 2014 (the "Lease Agreement"), is by and between **CRH REALTY VIII, 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 Orange County Business Accelerator, 4 Crotty Lane, Suite 100, New Windsor, New York 12553 (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, 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.

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:

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

With Copy To:

CRH Realty VIII, LLC  
155 Crystal Run Road  
Middletown, New York 10941  
Attn: Douglas R. Sansted, CLO

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.

*[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 VIII, LLC**

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

**ORANGE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

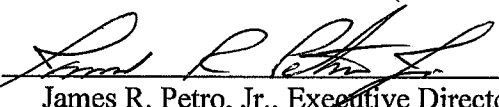
By: \_\_\_\_\_  
James R. Petro, Jr., Executive Director

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 VIII, LLC**

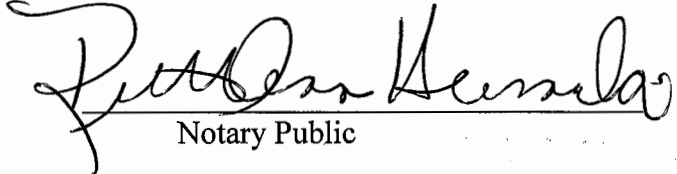
By: \_\_\_\_\_  
Michelle A. Koury, M.D., Member

**ORANGE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

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

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

On the 22 day of September in the year 2014, 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

RUTH ANN HERMIDA  
Notary Public, State of New York  
No. 01HE6044984  
Qualified in Ulster County  
Commission Expires Nov. 4 2014

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

On the \_\_\_\_ day of September in the year 2014, 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



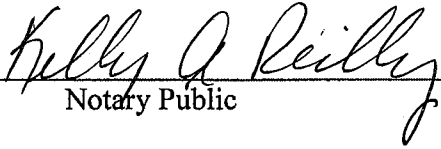
STATE OF NEW YORK     )  
COUNTY OF ORANGE    )     SS.:

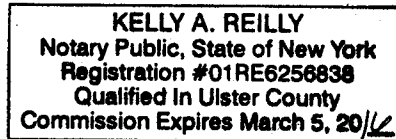
On the \_\_\_\_ day of September in the year 2014, before me, the undersigned, personally appeared **Michelle A. Koury, M.D.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that 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

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

On the 19<sup>th</sup> day of September in the year 2014, 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



## Schedule A Description

Abstract No. NEW-3294;NWD1611

Title Number 730-O-2739

Page 1

All that certain plot, piece or parcel of land situate in the Town of Newburgh, County of Orange, State of New York, said lands being more particularly bounded and described as follows:

Beginning at a point lying on the southwesterly line of Old Little Britain Road, said point being a northeasterly corner of lands herein described and the northerly corner of lands now or formerly Southerland;

thence running along the northwesterly line of lands of said Southerland being a southeasterly line of lands herein described, (1) South 37 degrees 10' 00" West, as per Liber 13386 of Deeds at Page 1962, a distance of 122.93 feet, to a point being the westerly corner of lands of said Southerland;

Thence running along the southwesterly line of lands of said Southerland and continuing along the southwesterly lines of lands now or formerly Adelino Guerra Realty, LLC, and lands now or formerly Swilpa, being a portion of a northeasterly line of lands herein described, (2) South 49 degrees 14' 00" East, a distance of 271.90 feet to a point being the southerly corner of lands of said Swilpa and the westerly corner of lands now or formerly Cestaro;

Thence running along a portion of the southwesterly line of lands of said Cestaro being a portion of a northeasterly line of lands herein described, (3) South 29 degrees 04' 21" East, a distance of 33.43 feet, to a point being the easterly corner of lands herein described and a northerly corner of lands now or formerly City Hall Newburgh City Water;

Thence running along a portion of a northwesterly line of lands of said City Hall Newburgh City Water being the southeasterly line of lands herein described and running generally along a stonewall on the following five (5) courses and distances:

(4) South 51 degrees 05' 00" West, a distance of 233.06 feet;

(5) South 59 degrees 44' 00" West, a distance of 41.00 feet;

(6) South 69 degrees 25' 00" West, a distance of 148.00 feet;

(7) South 70 degrees 04' 00" West, a distance of 251.34 feet; and

(8) South 71 degrees 36' 00" West, a distance of 202.49 feet, to a point being a southwesterly corner of lands of said City Hall Newburgh City Water, a northerly

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## Schedule A Description - continued

Abstract No. NEW-3294;NWD1611

Title Number 730-O-2739

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corner of lands now or formerly Newburgh Water Supply and the southerly corner of lands herein described, said point also lying on the northeasterly line of the Town of New Windsor being the southwesterly line of the Town of Newburgh;

Thence running along a portion of the northeasterly line of said Town of New Windsor being a portion of the southwesterly line of said Town of Newburgh, said line being the southwesterly line of lands herein described on the following two (2) courses and distances:

(9) North 58 degrees 59' 48" West, a distance of 58.08 feet; and

(10) North 56 degrees 31' 00" West, a distance of 64.20 feet, to a point being the westerly corner of lands herein described and lying on the southeasterly line of New York State Route 300 (Union Avenue);

Thence running along the southeasterly line of said Union Avenue, being the northwesterly line of lands herein described on the following five (5) courses and distances:

(11) North 30 degrees 23' 41" East, a distance of 108.47 feet;

(12) On a curve to the left having a radius of 1,471.89 feet, an arc length of 41.88 feet, as defined by the chord North 35 degrees 10' 44" East, 41.87 feet, to a concrete monument;

(13) On a curve to the left having a radius of 1,471.89 feet, an arc length of 82.00 feet, as defined by the chord North 32 degrees 46' 04" East, 81.99 feet, to a point of tangency;

(14) North 31 degrees 24' 09" East, a distance of 268.08 feet; and

(15) North 31 degrees 17' 45" East, a distance of 220.50 feet, to a point being the northwesterly corner of lands herein described and the westerly corner of lands now or formerly The Old Britain Group, LLC;

Thence running along the southwesterly line of lands of said The Old Britain Group, LLC, being a northeasterly line of lands herein described, (16) South 49 degrees 00' 55" East, a distance of 222.17 feet to a point being the southerly corner of lands of said The Old Britain Group, LLC;

Thence running along the southeasterly line of lands of said The Old Britain

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## Schedule A Description - continued

Abstract No. NEW-3294;NWD1611

Title Number 730-O-2739

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Group, LLC, being a northwesterly line of lands herein described, (17) North 37 degrees 12' 44" East, a distance of 234.28 feet, to a point being the easterly corner of lands of said The Old Britain Group, LLC, the northerly corner of lands herein described and lying on the southwesterly line of Old Little Britain Road;

Thence running along the southwesterly line of said Old Little Britain Road being a northeasterly line of lands herein described, (18) South 48 degrees 07' 00" East, a distance of 70.00 feet, to the point or place of beginning;

All as shown as Tax Lots 97-3-7, 8, 26 and part of Tax Lots 97-3-2, 6 to be consolidated on a map entitled "Lot Line Change and Consolidation Map Prepared For CRH Realty VIII, LLC, Town of Newburgh, Town of New Windsor, Orange County, New York" dated September 17, 2013, last revised February 12, 2014, prepared by Lanc & Tully Engineering and Surveying, P.C.

Containing 7.045 +/- acres.

Premises herein described being Tax Map Lot Nos. 7, 8, 26 and a portion of Tax Map Lot Nos. 2 and 6, in Block 3, within Section 97, as shown on the Tax Maps of the Town of Newburgh, Orange County, New York, dated 2013.

Premises herein described being portions of the same premises as described in Liber 13482 of Deeds at Page 370 and Liber 13386 of Deeds at Page 1962 and includes the same premises as described in Liber 12109 of Deeds at Page 731, as filed in the Orange County Clerk's Office.

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

## Schedule A Description - continued

Abstract No. NEW-3294;NWD1611

Title Number 730-O-2739

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Also, all that certain plot, piece, or parcel of land situate in the Town of New Windsor, County of Orange, State of New York, said lands being more particularly bounded and described as follows:

Beginning at a point lying on the southeasterly line of New York State Route 300 (Union Avenue), said point being an angle in the northwesterly line of lands now or formerly Newburgh Water Supply and the southwesterly corner of lands herein described;

Thence running along the southeasterly line of said Union Avenue being the northwesterly line of lands herein described, (1) North 41 degrees 21' 00" East, as per Liber 13386 of Deeds at Page 1962, a distance of 187.79 feet, to a point being the northerly corner of lands herein described and lying on the northeasterly line of the Town of New Windsor being the southwesterly line of the Town of Newburgh;

Thence running along the northeasterly line of said Town of New Windsor being the southwesterly line of said Town of Newburgh, said line being the northeasterly line of lands herein described on the following two (2) courses and distances:

(2) South 56 degrees 31' 00" East, a distance of 64.20 feet; and

(3) South 58 degrees 59' 48" East, a distance of 58.08 feet, to a point lying in a stonewall being the easterly corner of lands herein described, a westerly corner of lands now or formerly City Hall Newburgh City Water and a northerly corner of lands now or formerly Newburgh Water Supply;

Thence running along a northerly line of lands of said Newburgh Water Supply being the southerly line of lands herein described (4) South 71 degrees 36' 00" West, a distance of 239.64 feet, to the point or place of beginning;

All as shown as Tax Lot 4-1-72.2 within the Town of New Windsor on a map entitled "Lot Line Change and Consolidation Map Prepared For CRH Realty VIII, LLC, Town of Newburgh, Town of New Windsor, Orange County, New York", dated September 17, 2013, last revised February 12, 2014, prepared by Lanc & Tully Engineering and Surveying, P.C.

Containing 0.258+/- acres.

Premises herein described being Tax Map Lot No. 72.2, in Block 1, within

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## Schedule A Description - continued

Abstract No. NEW-3294;NWD1611

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Section 4, as shown on the Tax Maps of the Town of New Windsor, Orange County, New York, dated 2013.

Premises herein described being a portion of the same premises as described in Liber 13386 of Deeds at Page 1962, as filed in the Orange County Clerk's Office.

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

Subject to and together with the benefits of the terms in Stormwater and Drainage Easement made by the City of Newburgh to Newburgh Towne Center, LLC, dated 11/25/08 and recorded in the Orange County Clerk's Office on 2/27/09 in Liber 12786 page 1781 and Stormwater Easement made by the City of Newburgh and CRH Realty Village, LLC, dated 4/17/14 and recorded in the Orange County Clerk's Office on 6/20/14 in Liber 13762 page 914.