

ORANGE TOWER DRIVE LLC

TO

ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

LEASE AGREEMENT

*This conveyance of leasehold interest concerns a portion of a certain parcel of land located
at 57 and 59 Tower Drive in the Town of Wallkill, Orange County, New York
TMID Nos.: 041.000-0001-121.200 and 041.000-0001-121.100, respectively*

Dated as of September 1, 2018

LEASE AGREEMENT
(Company to Agency)

THIS LEASE AGREEMENT, dated as of the 1st day of September, 2018 (the "Lease Agreement"), is by and between **ORANGE TOWER DRIVE LLC**, a limited liability company formed and validly existing under the laws of the State of New York with offices at 915 Union Avenue, New Windsor, New York 12553 (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 a good and marketable leasehold interest in the Leased Premises and forever warrants such leasehold interest in 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.: Laurie Villasuso, Chief Operating Officer
and Executive Vice President

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:

Orange Tower Drive LLC
915 Union Avenue
New Windsor, New York 12553
Attn.: Chetan Patel, Manager

With Copy To:

Bleakley Platt & Schmidt LLP
One North Lexington Avenue
White Plains, New York 10601
Attn.: Jennifer A. Lofaro, 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. Subordination of Lease Agreement to Mortgage(s). The Agency agrees that this Lease Agreement shall be subordinate to any future mortgages granted by the Company in favor of any lender (the "Mortgagee"), executed and delivered herewith and all further mortgages, modifications, extensions or renewals thereof and to all advances secured thereunder together with interest thereon hereafter placed on the Leased Premises with the consent of the Mortgagee, but that under no circumstances shall the Agency be required to mortgage, grant a security interest in, or assign its rights to receive the amounts described in Section 2.6 of the Leaseback Agreement or its the Unassigned Rights (as defined in the Leaseback Agreement).

13. 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.

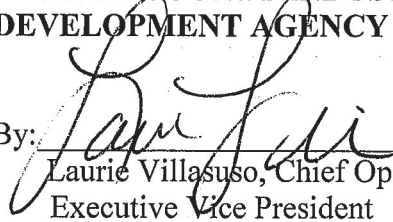
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IN WITNESS WHEREOF, the Company and the Agency have caused this Lease Agreement to be executed in their respective names, all as of the date first above written.

ORANGE TOWER DRIVE LLC

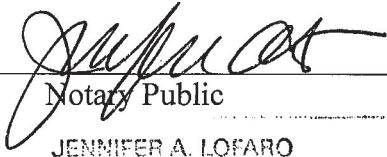
By: 
Chetan Patel, Manager

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
Laurie Villasuso, Chief Operating Officer and
Executive Vice President

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


On the 6th day of September in the year 2018, before me, the undersigned, personally appeared **Chetan Patel**, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
JENNIFER A. LOFARO
Notary Public, State of New York
No. 01108055460
Qualified in Westchester County
Term Expires: 6-3-22

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

On the 13th day of September in the year 2018, before me, the undersigned, personally appeared **Laurie Villasuso**, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
Lori A. Palmer
Notary Public, State of New York
Qualified in Monroe County
Commission Expires May 31, 2019

Schedule A

Legal Description of Leased Premises

[Attached]

TitleVest Order # : FA-OE-514040

Schedule A (Description)

ALL that certain plot, piece or parcel of land situate, lying and being in the Town of Wallkill, County of Orange, State of New York, and being known and designated as Lot No. 1, on a certain subdivision map entitled "Quickway Industrial Park SITE 5 Subdivision" as prepared by Tectonic Engineering & Surveying Consultants, P.C. filed in the Orange County Clerk's Office on February 2, 2016 as Map No. 17-16 and more particularly described as follows:

Lot 1

All that land, situate in the Town of Wallkill, County of Orange, New York, being Lot 1 on the plan, "Subdivision Plat of Quickway Industrial Park, Site 5 Subdivision", as Filed Map No. 17-16. Being more particularly bounded and described as follows:

Beginning at a point on the westerly side line of Tower Drive (60 feet wide) at the northeast corner of the private roadway; thence

Along the said side line South 38° 09' 30" West for a distance of 120.00 feet; thence

Along the common line of lot 2 of said subdivision the following eight courses and distance;

1. On a curve to the left with a radius of 35.00 feet for an arc distance of 54.98 feet, thence
2. North 51° 50' 30" West for a distance of 89.39 feet; thence
3. On a curve to the right with a radius of 125.00 feet for an arc distance of 52.52 feet; thence
4. North 27° 46' 01" West for a distance of 70.88 feet; thence
5. On a curve to the left with a radius of 75.00 feet for an arc distance of 31.51 feet; thence
6. North 51° 50' 30" West for a distance of 109.43 feet; thence
7. South 38° 09' 30" West for a distance of 239.00 feet; thence
8. South 51° 50' 30" West for a distance of 261.76 feet; thence

FOR CONVEYANCING ONLY, if intended to be conveyed: Together with all rights, title and interest of, in and to any streets and roads abutting the above described premises, to the center line thereof.

TitleVest Order # : FA-OE-514040

Schedule A (Description)

Thence along the common line of now or formerly JEGG Realty the following four courses and distances;

1. South 79° 21' 00" West for a distance of 344.87 feet; thence
2. North 09° 39' 21" West for a distance of 205.52 feet; thence
3. North 06° 12' 25" West for a distance of 247.66 feet; thence
4. South 79° 07' 13" West for a distance of 7.69 feet; thence

Along the common line of now or formerly 60 Turner Drive Associates, LLC along a curve to the left whose chord bears North 44° 50' 41" East for a distance of 239.29 feet with a radius of 456.00 feet for an arc length of 242.12 feet; thence

Along the common line of now or formerly Wallkill Four LP South 87° 35' 42" East for a distance 256.21 feet; thence

Along the common line of lot 3 of said subdivision the following eight courses and distances;

1. South 33° 42' 12" East for a distance of 42.17 feet; thence
2. South 38° 09' 30" West for a distance of 134.97 feet; thence
3. South 51° 50' 30" East for a distance of 129.43 feet; thence
4. On a curve to the right with a radius of 125.00 feet for an arc distance of 52.52 feet; thence
5. South 27° 46' 01" East for a distance of 70.88 feet; thence
6. On a curve to the left with a radius of 75.00 feet for an arc distance of 31.51 feet; thence
7. South 51° 50' 30" East for a distance of 89.39 feet; thence
9. On a curve to the left with a radius of 35.00 feet for an arc distance of 54.98 feet to the point or place of beginning.

FOR CONVEYANCING ONLY, if intended to be conveyed: Together with all rights, title and interest of, in and to any streets and roads abutting the above described premises, to the center line thereof.

TitleVest Order # : FA-OE-514040

Schedule A (Description)

Lot 2

ALL that certain plot, piece or parcel of land situate, lying and being in the Town of Wallkill, County of Orange, State of New York, and being known and designated as Lot No. 2, on a certain subdivision map entitled "Quickway Industrial Park SITE 5 Subdivision" as prepared by Tectonic Engineering & Surveying Consultants, P.C. filed in the Orange County Clerk's Office on February 2, 2016 as Map No. 17-16 and more particularly described as follows:

Beginning at a point on the westerly side line of Tower Drive (60 feet wide) at the southeast corner of lot 2; thence

Along the common line of now or formerly JEGG Realty South 79° 21' 00" West for a distance of 179.73 feet; thence

Along the common line of lot 1 of said subdivision the following eight courses and distances;

1. North 51° 50' 30" West for a distance of 261.76 feet; thence
2. North 38° 09' 30" East for a distance of 239.00 feet;
3. South 51° 50' 30" East for a distance of 109.43 feet; thence
4. On a curve to the right with a radius of 75.00 feet for an arc distance of 31.51 feet; thence
5. South 27° 46' 01" East for a distance of 70.88 feet; thence
6. On a curve to the left with a radius of 125.00 feet for an arc distance of 52.52 feet; thence
7. South 51° 50' 30" East for a distance of 89.39 feet; thence
8. On a curve to the right with a radius of 35.00 feet for an arc distance of 54.98 feet to a point on the westerly side line of Tower Drive; thence

Thence along said side line South 38° 09' 30" West for a distance of 22.44 feet to the point or place of beginning.

FOR INFORMATION ONLY: Said premises also known as 57-81 Tower Drive, Wallkill, NY.