

MED PARC 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 599 East Main Street in the Town of Wallkill, Orange County, New York
TMID No.: Part of 78-1-94.1*

Dated as of May 4, 2018

LEASE AGREEMENT
(Company to Agency)

THIS LEASE AGREEMENT, dated as of the 4th day of May, 2018 (the "Lease Agreement"), is by and between **MED PARC LLC**, a limited liability company formed and validly existing under the laws of the State of New York with offices at P.O. Box 688, Montgomery, New York 12549 (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 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:

Med Parc LLC
P.O. Box 688
Montgomery, New York 12549
Attn.: Marc Devitt, Operating Manager

With Copy To:

Joseph M. Catalano, Esq.
P.O. Box 219
Rensselaerville, New York 12147-0219

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.

[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.

MED PARC LLC

By: Marc Devitt
Marc Devitt, Managing Member

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

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

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

On the 4th day of May in the year 2018, before me, the undersigned, personally appeared **Marc Devitt**, 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.

Cathren Jane White
Notary Public

CATHREN JANE WHITE
Notary Public, State of New York
No. 01WH6279602
Qualified in Orange County
Term Expires April 15, 2021

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

On the 25th day of April 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.

Kelly A. Reilly
Notary Public

KELLY A. REILLY
Notary Public, State of New York
Registration #01RE6256838
Qualified In Ulster County
Commission Expires March 5, 2022

Schedule A

Legal Description of Leased Premises

All that certain lot, piece or parcel of land, situate, lying and being in the Town of Wallkill, County of Orange and State of New York and being more accurately bounded and described as follows:

Beginning at a point marked by a concrete monument found at the intersection of the northeasterly sideline of East Main Street, also known as County Road 67, with the dividing line between the reputed lands of Columbia QC East Main, LLC (to the southeast) and the herein described parcel (to the northwest);

THENCE, from said point of beginning and along the said northeasterly sideline of East Main Street, North 45 degrees 57 minutes 02 seconds West a distance of 74.87 feet to a point;

THENCE, through the lands of MED PARC, LLC, the following (6) six courses and distances:

1. North 31 degrees 12 minutes 27 seconds East a distance of 253.29 feet to a point;
2. North 30 degrees 34 minutes 37 seconds East a distance of 108.44 feet to a point of curvature;
3. along a curve to the left, having a radius of 100.00 feet, an arc length of 62.14 feet as formulated by the central angle, 35 degrees 36 minutes 11 seconds, to a point of reverse curvature;
4. along a curve to the right, having a radius of 150.00 feet, an arc length of 91.45 feet as formulated by the central angle, 34 degrees 55 minutes 55 seconds, to a point of tangency;
5. North 29 degrees 54 minutes 21 seconds East a distance of 434.92 feet to a point;
6. South 60 degrees 05 minutes 39 seconds East a distance of 423.26 feet to a point at the intersection of the westerly sideline of United States Interstate 84;

THENCE, along the said westerly sideline of United States Interstate 84, South 29 degrees 57 minutes 39 seconds West a distance of 146.10 feet to a point marked by a granite monument found;

THENCE, along the same, South 30 degrees 34 minutes 39 seconds West a distance of 403.48 feet to point;

THENCE, along the reputed lands of Columbia QC East Main, LLC the following (3) three courses and distances;

1. North 60 degrees 05 minutes 33 seconds West a distance of 300.00 feet to a point;
2. South 30 degrees 34 minutes 37 seconds West a distance of 139.40 feet to a point;
3. South 31 degrees 12 minutes 27 West seconds a distance of 270.33 feet to the point or place of beginning;

Containing 5.949 acres of land more or less as surveyed by Engineering & Surveying Properties, PC, adopting New York State Plane Coordinate System NAD83, Zone 3101 for the basis of bearing as determined by GPS observations.