

MATRIX NEWBURGH I, LLC

TO

ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

LEASE AGREEMENT

*This conveyance of leasehold interest concerns certain parcels of land located at 1901
Corporate Boulevard in the Town of Newburgh, Orange County, New York
TMID Nos. 95-1-69.25 & 95-1-3.12*

Dated as of June 1, 2016

LEASE AGREEMENT
(Company to Agency)

THIS LEASE AGREEMENT, dated as of the 1st day of June, 2016 (the "Lease Agreement"), is by and between **MATRIX NEWBURGH I, LLC**, a limited liability company duly organized and validly existing under the laws of the State of New Jersey and duly authorized to conduct business under the laws of the State of New York with offices at 3 Centre Drive, Monroe Township, New Jersey 08831 (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 or earlier termination of the Lease Term (for any reason) 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:

Matrix Newburgh I, LLC
c/o Matrix Development Group
3 Centre Drive
Monroe Township, New Jersey 08831
Attn.: Donald M. Epstein, Manager

With Copy To:

Whiteman Osterman & Hanna LLP
One Commerce Plaza
Albany, New York 12260
Attn.: Jonathan Nye, 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.

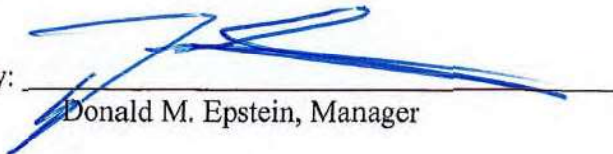
12. Execution of Counterparts. This Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[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.

MATRIX NEWBURGH I, LLC

By: _____



Donald M. Epstein, Manager

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____

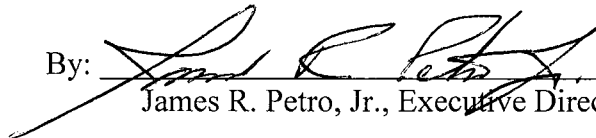
James R. Petro, Jr., Executive Director

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.

MATRIX NEWBURGH I, LLC

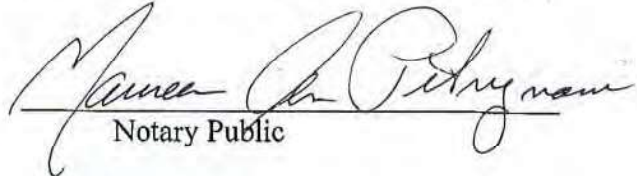
By: _____
Donald M. Epstein, Manager

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By:  _____
James R. Petro, Jr., Executive Director

STATE OF)
COUNTY OF) SS.:

On the 22 day of June in the year 2016, before me, the undersigned, personally appeared **Donald M. Epstein**, 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

MAUREEN ANN PETRIGNANI
Notary Public of New Jersey
ID # 2045907
My Commission Expires June 8, 2018

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

On the ____ day of June in the year 2016, 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)
COUNTY OF) SS.:

On the ____ day of June in the year 2016, before me, the undersigned, personally appeared **Donald M. Epstein**, 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 22nd day of June in the year 2016, 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-1

DESCRIPTION OF LAND

All that land and premises situate, lying and being in the Town of Newburgh, County of Orange, State of New York and described as follows:

Beginning at the intersection of the northerly line of NY State Highway Route 17 (width varies), and the westerly line of Interstate Route 87, width varies, thence running the following courses and distances;

1. Along said northerly line of NY State Highway Route 17, North 72°11'23" West, a distance of 115.64 feet to a point; thence
2. Still along said northerly line of NY State Highway Route 17, North 14°31'32" East, a distance of 28.00 feet to a point; thence
3. Still along said northerly line of NY State Highway Route 17 North 75°28'28" West, a distance of 40.00 feet to a point; thence
4. Still along said northerly line of NY State Highway Route 17, South 14°31'32" West, a distance of 24.00 feet to a point; thence
5. Still along said NY State Highway Route 17, North 72°35'24" West, a distance of 220.35 feet to a point on the northerly line of NY State Highway Route 17; thence
6. Still along said northerly line of NY State Highway Route 17, North 76°38'47" West, a distance of 53.40 feet to a point on the easterly line of Section 95 Block 1 Lot 49.2; thence
7. Along said easterly line of Section 95 Block 1 Lot 49.2, North 09°03'58" East, a distance of 171.36 feet to a point on the easterly line of Section 95 Block 1 lot 49.12; thence
8. Along said easterly line of Section 95 Block 1 Lot 49.12, North 10°15'49" East, a distance of 358.82 feet to a point on the northerly line of Section 95 Block 1 Lot 49.12; thence
9. Along said northerly line of Section 95 Block 1 Lot 49.12, North 66°33'42" West, a distance of 307.62 feet to a point; thence
10. Still along said northerly line of Section 95 Block 1 Lot 49.12, North 62°39'22" West, a distance of 211.26 feet to a point on the easterly line of Section 95 Block 1 Lot 54.1; thence

11. Along said easterly line of Section 95 Block 1 Lot 54.1, North $62^{\circ}54'47''$ West, a distance of 50.96 feet to a point; thence

12. Still along said easterly line of Section 95 Block 1 Lot 54.1, North $15^{\circ}31'03''$ East, a distance of 815.42 feet to a point on the easterly line of Section 95 Block 1 Lot 69.25; thence

13. Along said northerly line of Section 95 Block 1 Lot 54.1, North $83^{\circ}54'31''$ West, a distance of 462.20 feet to a point; thence

14. Along said westerly line of Section 95 Block 1 Lot 54.1, South $02^{\circ}08'29''$ West, a distance of 175.00 feet to a point on the northerly line of Section 95 Block 1 Lot 54.2; thence

15. Along said northerly line of Section 95 Block 1 Lot 54.2, North $86^{\circ}42'06''$ West, a distance of 362.17 feet to a point on the easterly line of Section 95 Block 1 Lot 69.1; thence

16. Along said easterly line of Block 1 Lot 69.1, North $07^{\circ}19'34''$ West, a distance of 377.72 feet to a point on the northerly line of Section 95 Block 1 Lot 69.1; thence

17. Still along said northerly line of Section 95 Block 1 Lot 69.1, North $74^{\circ}38'17''$ West, a distance of 349.64 feet to a point on the easterly line of Section 95 Block 1 Lot 69.1; thence

18. Along said easterly line of Section 95 Block 1 Lot 69.1, North $34^{\circ}59'36''$ West, a distance of 53.18 feet to a point on the southeasterly line of Corporate Boulevard, width varies; thence

19. Along said southeasterly line of Corporate Boulevard, on a curve to the left, having an arc distance of 160.21 feet, a radius of 150.00 feet and a central angle of $61^{\circ}11'47''$ and being subtended by a chord which bears North $26^{\circ}45'22''$ East 152.70 feet to a point on the southerly line of Block 1 Lot 67; thence

20. Along said southerly line of Section 95 Block 1 Lot 67, a curve to the right, having an arc distance of 193.12 feet, a radius of 656.82 feet and a central angle of $16^{\circ}50'45''$ and being subtended by a chord which bears North $83^{\circ}35'24''$ East 192.42 feet to a point; thence

21. Still along said southerly line of Section 95 Block 1 Lot 67, South $87^{\circ}59'13''$ East, a distance of 443.11 feet to a point; thence

22. Still along said southerly line of Section 95 Block 1 Lot 67, North $71^{\circ}00'05''$ East, a distance of 154.84 feet to a point on the easterly line of Section 95 Block 1 Lot 67; thence

23. Along said easterly line of Block 1 Lot 67, North $18^{\circ}59'55''$ West, a distance of 50.00 feet to a point; thence

24. Still along said easterly line of Section 95 Block 1 Lot 67, North $07^{\circ}12'24''$ East, a distance of 850.87 feet to a point on the southerly line of Interstate Route 84; thence

25. Along said southerly line of Interstate Route 84, South $68^{\circ}26'58''$ East, a distance of 504.07 feet to a point on the westerly line of Section 95 Block 1 Lot 4.12; thence

26. Along said southerly line of Interstate Route 84, North $86^{\circ}38'12''$ East, a distance of 335.91 feet to a point; thence

27. Still along said southerly line of Interstate Route 84, North $87^{\circ}00'05''$ East, a distance of 295.38 feet to a point; thence

28. Still along said southerly line of Interstate Route 84, North $86^{\circ}43'58''$ East, a distance of 153.29 feet to a point on the aforementioned Interstate Route 84; thence

29. Still along said southerly line of Interstate Route 84, South $72^{\circ}29'50''$ East, a distance of 176.00 feet to a point on the westerly line of Interstate Route 87; thence

30. Along said westerly line of Interstate Route 87, South $02^{\circ}18'41''$ West, a distance of 79.18 feet to a point; thence

31. Still along said westerly line of Interstate Route 87, South $05^{\circ}34'49''$ West, a distance of 131.08 feet to a point; thence

32. Still along said westerly line of Interstate Route 87, South $06^{\circ}43'07''$ West, a distance of 1251.02 feet to a point on the northerly line of the Interstate Route 87; thence

33. Along said northerly line of Interstate Route 87, North $74^{\circ}02'52''$ West, a distance of 109.10 feet to a point; thence

34. Still along said northerly line of Interstate Route 87 Ramp, on a curve to the left, having an arc distance of 361.03 feet, a radius of 832.18 feet and a central angle of $24^{\circ}51'25''$ and being subtended by a chord which bears South $87^{\circ}36'51''$ West 358.21 feet to a point on; thence

35. Still along said northerly line of Interstate Route 87, on a curve to the left, having an arc distance of 271.91 feet, a radius of 832.18 feet and a central angle of $18^{\circ}43'15''$ and being subtended by a chord which bears South $61^{\circ}46'35''$ West 270.70 feet to a point on; thence

36. Still along said westerly line of Interstate Route 87, South $46^{\circ}25'05''$ West, a distance of 23.85 feet to a point; thence

37. Still along said westerly line of Interstate Route 87, on a curve to the left, having an arc distance of 214.91 feet, a radius of 212.03 feet and a central angle of $58^{\circ}04'25''$ and being subtended by a chord which bears South $18^{\circ}09'12''$ West 205.83 feet to a point on the southwesterly line of Interstate Route 87; thence

38. Still along said southwesterly line of Interstate Route 87, on a curve to the left, having an arc distance of 213.60 feet, a radius of 618.34 feet and a central angle of $19^{\circ}47'33''$ and being subtended by a chord which bears South $28^{\circ}18'18''$ East 212.54 feet to a point; thence

39. Still along said southwesterly line of Interstate Route 87, South $41^{\circ}55'45''$ East, a distance of 173.84 feet to a point; thence

40. Still along said southwesterly line of Interstate Route 87, South $37^{\circ}20'41''$ East, a distance of 209.95 feet to a point; thence

41. Still along said westerly line Interstate Route 87, South $26^{\circ}24'59''$ East, a distance of 134.84 feet to a point; thence

42. Still along said westerly line of Interstate Route 87, South $20^{\circ}35'17''$ East, a distance of 47.88 feet to a point; thence

43. Still along said westerly line of Interstate Route 87, South $11^{\circ}05'11''$ East, a distance of 38.92 feet to a point; thence

44. Still along said westerly line of Interstate Route 87, South $08^{\circ}01'48''$ East, a distance of 92.92 feet to a point; thence

45. Still along said westerly line of Interstate Route 87, South $04^{\circ}27'05''$ East, a distance of 217.25 feet to a point; thence

46. Still along said westerly line of Interstate Route 87, South $00^{\circ}50'02''$ West, a distance of 78.71 feet to a point; thence

47. Still along said westerly line of Interstate Route 87, South $05^{\circ}43'07''$ West, a distance of 123.07 feet to the Point of Beginning.