

CARLISLE CONSTRUCTION MATERIALS INCORPORATED

AND

ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

LEASE AGREEMENT

Tax Map Number:

001.000-0001-021.210

Dated as of:

May 1, 2012

LEASE AGREEMENT
(Company to Agency)

THIS LEASE AGREEMENT, dated as of May 1, 2012 (the "Lease Agreement"), is by and between **CARLISLE CONSTRUCTION MATERIALS INCORPORATED**, a corporation duly organized and validly existing under the laws of the State of Delaware, with offices at 1285 Ritner Highway, P.O. Box 7000, Carlisle, Pennsylvania 17013 (the "Company") and the **ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 255 Main Street, Goshen, New York 10924 (the "Agency").

WITNESSETH:

The Company desires to rent to the Agency the real property, including any buildings, structures or improvements thereon, described in **Exhibit A** attached hereto (the "Leased Premises") pursuant to the terms contained herein (hereinafter, the "Lease Agreement"), during the term of a certain leaseback agreement, between the Agency and the Company dated 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. At the expiration of the Lease Term the Agency will surrender the Leased Premises to the Company, pursuant to the terms and conditions of both 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 gross negligence on the part of the indemnified party to the extent that such an indemnity would be prohibited by law.

9. Subordination of Lease Agreement to Mortgage(s). The Agency agrees that this Lease Agreement shall be subordinate to any mortgages granted by the Company and the Agency in favor of a lender or lenders designated by the Company (the "Mortgagee") placed on the Leased Premises with the consent of the Agency and the any approved 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 rentals described in Section 2.6 or its rights to be indemnified under Sections 1.2(d), 1.2(g), 2.1, 3.1(a) and 5.2 of the Leaseback Agreement.

10. 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 Leased Premises 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.

11. Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently 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
255 Main Street
Goshen, New York 10924
Attn: Executive Director

With a Copy to: Philip A. Crotty, Esq.
4 London Avenue
New Windsor, New York 12553

And to: Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attn: Russell E. Gaenzle, Esq.

To the Company: Carlisle Construction Materials Incorporated
1285 Ritner Highway
P.O. Box 7000
Carlisle, Pennsylvania 17013
Attn.: Tom W. Timmermann, VP of Operations

With a copy to: Rider Weiner & Frankel, P.C.
655 Little Britain Road
New Windsor, New York 12553
Attn: Charles E. Frankel, 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.

12. 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/her 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.

(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 or of Orange County, New York and neither the State of New York 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)

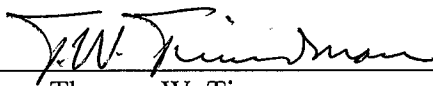
days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, (ii) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur 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.

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.

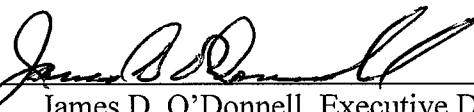
[Remainder of Page Intentionally Left Blank]

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.

**CARLISLE CONSTRUCTION MATERIALS
INCORPORATED**

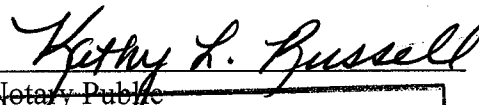
By: 
Thomas W. Timmermann
Vice President Operations

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
James D. O'Donnell, Executive Director

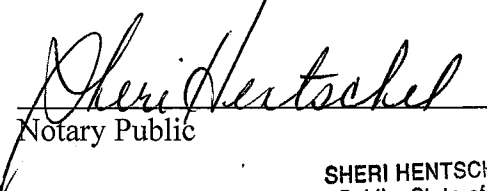
Pennsylvania
STATE OF ~~NEW YORK~~
COUNTY OF ~~ORANGE~~ SS.:
Cumberland

On the 30th day of May in the year 2012, before me, the undersigned, personally appeared **Thomas W. Timmermann**, 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
NOTARIAL SEAL
KATHY L. RUSSELL, Notary Public
Carlisle, Cumberland County
My Commission Expires Sept. 17, 2014

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

On the 14th day of ~~May~~ June in the year 2012, before me, the undersigned, personally appeared **James D. O'Donnell**, 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

SHERI HENTSCHEL
Notary Public, State of New York
No. 01HE 4943443
Qualified in Orange County
Commission Expires October 24, 2014

EXHIBIT A

Legal Description of Leased Premises

All that certain lot, piece or parcel of land situate in the Town of Hamptonburgh, County of Orange, State of New York and being a portion of Lot 1 as designated on a plan entitled "Subdivision Plan for Hudson Crossings" as prepared by Eustance & Horowitz, P.C., dated February 16, 2012 and being more accurately bounded and described as follows:

Beginning at point on the westerly line of the Pennsylvania Lines, LLC marking the easterly corner of the herein described parcel and the southeasterly corner of lands N/F of Green Acres Development Group (TM #36-1-7.1), said point also being in the corporation line between the Town of Montgomery on the northeast and the Town of Hamptonburgh on the southwest; said point of beginning being located the following two courses and distances along the westerly line of Pennsylvania Lines, LLC from a monument found on the southerly right-of-way line of County Route 99 (Neelytown Road); 1) on a curve to the left having a radius of 1,942.86', an arc distance of 616.73' to a point of tangency; 2) thence South 13°-31'-03" West 280.59'; thence from said point of beginning and continuing along the westerly line of Pennsylvania Lines, LLC (TM #1-1-10.2) on the following five courses and distances: South 13°-31'-03" West 693.86' to a point of curvature; thence on a curve to the right having a radius of 1,876.86', an arc distance of 922.01'; thence South 48°-11'-06" East 8.00'; thence on a curve to the right having a radius of 1,884.86', an arc distance of 260.54' to a point of tangency; thence South 49°-47'-48" West 17.28' to a point on the northeasterly line of lands N/F of Zvi Segal/General Partner (TM #1-1-21.22); thence along the northeasterly line of said lands on the following three courses and distances: North 72°-47'-17" West 483.04'; thence North 73°-47'-52" West 35.52'; thence North 68°-37'-43" West 373.86'; thence along the easterly line of Lot 2, being the westerly line of Lot 1 on the following three courses and distances: North 34°-14'-54" East 1023.27'; thence North 55°-16'-02" East 209.52'; thence North 32°-07'-34" East 904.90' to a point in the southerly line of lands N/F Green Acres Development Group (TM #36-1-7.1); thence along the southerly line of said lands, being the corporation line between the Town of Montgomery and the Town of Hamptonburgh South 49°-17'-30" East 521.39' to the point or place of beginning.