

CRH REALTY III, LLC

TO

ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

**AMENDED AND RESTATED
LEASE AGREEMENT**

*This conveyance of leasehold interest concerns a certain lot in the Village and Town of
Monroe, constituting tax map number: 238-1-1*

Dated as of October 1, 2015

AMENDED AND RESTATED LEASE AGREEMENT
(Company to Agency)

THIS AMENDED AND RESTATED LEASE AGREEMENT, dated as of the 1st day of October, 2015 (as so amended and restated, the "Lease Agreement"), is by and between **CRH REALTY III, 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 4 Crotty Lane, New Windsor, New York 12553 (the "Agency").

WITNESSETH:

Pursuant to that certain Lease Agreement, dated as of February 1, 2013 by and between the Company and the Agency (the "Original Lease Agreement"), the Company leased to the Agency the real property, including any buildings, structures or improvements thereon, described in **Exhibit A** attached hereto (the "Leased Premises"). The parties desire to amend and restate the Original Lease Agreement in its entirety pursuant to the terms of this Amended and Restated Lease Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The Original Lease Agreement is hereby amended and restated in its entirety 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 gross negligence on the part of the indemnified party to the extent that such an indemnity would be prohibited by law.

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 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.

11. 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
4 Crotty Lane
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 III, LLC
155 Crystal Run Road
Middletown, New York 10941
Attn: Hal Teitelbaum, M.D., CEO

With Copy To:

Drake Loeb PLLC
555 Hudson Valley Avenue, Suite 100
New Windsor, New York 12553
Attn.: Marianna R. Kennedy, 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.

(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 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.

[Remainder of Page Intentionally Left Blank]

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

CRH REALTY III, LLC

By: 

Hal Teitelbaum, M.D., CEO

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____

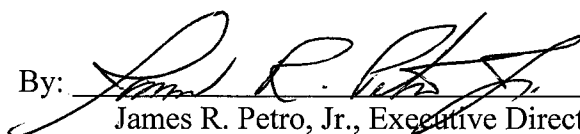
James R. Petro, Jr., Executive Director

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CRH REALTY III, LLC

By: _____
Hal Teitelbaum, M.D., CEO

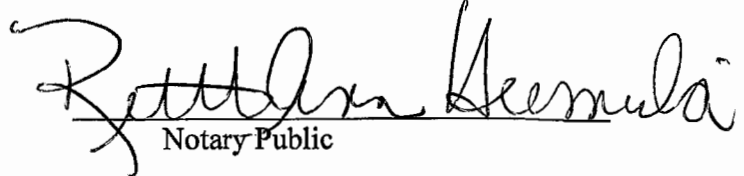
**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

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

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

On the 23 day of October in the year 2015, before me, the undersigned, personally appeared **Hal Teitelbaum**, 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.

RUTH ANN HERMIDA
Notary Public, State of New York
No. 01HE6044984
Qualified in Ulster County
Commission Expires Nov. 4 2018


Notary Public

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

On the ____ day of October in the year 2015, 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 October in the year 2015, before me, the undersigned, personally appeared **Hal Teitelbaum**, 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 23 day of October in the year 2015, 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.

RACHEL C. BARANELLO
Notary Public, State of New York
No. 02BA6267182
Qualified in Monroe County
Commission Expires 8/13/20 10



Notary Public

EXHIBIT A

Legal Description of Leased Premises

ALL that certain lot, piece or parcel of land, situate, lying and being in the Town of MONROE, (partially in the Village of Monroe) and County of ORANGE, State of NEW YORK, being bounded and described as follows:

BEGINNING in the westerly right of way line N.Y.S. Route 17M, a/k/a N.Y.S. Highway No. 5144, where the same is intersected by the common line of lands now or formerly of ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY as described in Liber 2215 Page 693 on the South and the herein described parcel on the North, being the same point of beginning as described in Parcel No. 1 as recorded in Liber 2166 Page 114; and

running thence,

1. North 52 degrees 50' 03" West 624.94 feet along said common line with the ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY and continuing along the northeasterly line of lands now or formerly of DAVID C. TALMADGE as described in Liber 1393 Page 467, Liber 2166 Page 171 and Liber 1226 Page 496 and crossing from the VILLAGE OF MONROE in the TOWN OF MONROE at 574.77 feet;

thence,

2. North 69 degrees 36' 17" West 194.82 feet along the same;

thence,

3. South 23 degrees 37' 46" West 453.59 feet along the westerly line of said lands of TALMADGE and crossing the said Municipal boundary line from the TOWN OF MONROE in the VILLAGE OF MONROE at 277.27 feet to the northerly line of lands now or formerly of JOSEF KATHRYN BORTH as described in Liber 2194 Page 564, said point being referenced,

North 06 degrees 54' 47" West 68.33 feet from the most northerly corner of the house on said BORTH property;

thence,

4. North 60 degrees 09' 54" West 318.74 feet along the northerly line of said lands of BORTH, crossing again from the VILLAGE OF MONROE in the TOWN OF MONROE at 142.42 feet;

thence,

5. North 45 degrees 29' 19" West 200.00 feet along the same to the southeasterly line of lands now or formerly of ROBERT FALCOABRAMO as described in Liber 2771 Page 26 formerly of HAROLD GROUT as described in Liber 2141 Page 244;

thence,

6. North 64 degrees 25' 05" East 771.10 feet along the southeasterly line of FALCOABRAMO;

thence,

EXHIBIT A (continued)

7. North 23 degrees 37' 46" East 875.94 feet along the same to the most westerly corner of a small parcel conveyed by HAROLD and LEONARD ZUCKERMAN to HAROLD GROUT as described in Liber 2186 Page 48;

thence,

8. South 66 degrees 35' 32" East 149.21 feet along the southerly line of said lands conveyed to GROUT to the westerly right of way line of N.Y.S. ROUTE 17M;

thence,

9. South 09 degrees 32' 24" East 116.85 feet along said line of N.Y.S. ROUTE 17M;

thence,

10. South 02 degrees 52' 20" West 68.14 feet along the same;

thence,

11. South 15 degrees 27' 20" East 150.61 feet along the same;

thence,

12. South 06 degrees 21' 20" East 656.00 feet crossing from the TOWN OF MONROE into the VILLAGE OF MONROE at 511.55 feet;

thence,

13. South 01 degrees 39' 20" East 115.79 feet along the same;

thence,

14. South 05 degrees 07' 00" West 269.00 feet along the same;

thence,

15. South 13 degrees 54' 45" West 41.98 feet along the same to the point of BEGINNING.