

Record and Return To:
Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attn: Lori A. Palmer, Paralegal

Premises Address:
1901 Corporate Boulevard
Town of Newburgh
Orange County, New York

Tax Map Nos:
95-1-69.25 and 95-1-3.12

SECOND AMENDMENT TO AGREEMENTS

THIS **SECOND AMENDMENT TO AGREEMENTS**, dated as of June 1, 2019 (the "Second Amendment"), by and between **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"), and **MATRIX NEWBURGH I, LLC**, a limited liability company duly formed 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").

WITNESSETH:

WHEREAS, by Title I of Article 18-A of the General Municipal Law of the State of New York (the "State"), as amended, and Chapter 565 of the Laws of 1970 of the State, as amended (hereinafter collectively called the "Act"), the Agency was created with the authority and power to own, lease and sell property for the purpose of, among other things, acquiring, constructing and equipping civic, industrial, manufacturing and commercial facilities as authorized by the Act; and

WHEREAS, by resolution duly adopted by the Agency on May 12, 2016, the Agency designated and appointed the Company to act as its agent for the purpose of undertaking a certain project (the "Project") consisting of: (i) the acquisition by the Agency of a leasehold or other interest in an aggregate approximately 69±-acre parcel of land located at 1901 Corporate Boulevard in the Town of Newburgh, Orange County, New York (collectively, the "Land"); (ii) the construction on the Land of an approximately 565,000 square-foot building of which 317,000 square feet will be leased to a pharmaceutical distributor and utilized as a modern distribution center with automated pharmaceutical distribution technology, and the remaining 248,000 square feet will remain unoccupied for spec space for future development (collectively, the "Improvements"); and (iii) the acquisition and installation in, on and around the Improvements of certain items of equipment and other tangible personal property (collectively, the "Equipment"; and, together with the Land and the Improvements, the "Facility"); and

WHEREAS, to assist the Company in the acquisition, renovation, equipping, operating and maintaining of the Facility, the Agency and the Company executed and delivered (i) a certain Lease Agreement, dated as of June 1, 2016 (the "Original Lease"), pursuant to which the Company leased the Facility to the Agency, a memorandum of which was recorded in the Orange County Clerk's Office on November 25, 2016, in Book 14141 at Page 1823 (the

"Memorandum of Original Lease"); and (ii) a certain Leaseback Agreement, dated as of June 1, 2016 (the "Original Leaseback"), pursuant to which the Agency leased the Facility back to the Company, a memorandum of which was recorded in the Orange County Clerk's Office on November 25, 2016, in Book 14141 at Page 1831 (the "Memorandum of Original Leaseback"); and

WHEREAS, to add The Orange County Funding Corporation (the "OCFC") as a co-tenant under the Original Lease for the period commencing on October 18, 2016 through October 17, 2017, the Agency, the Company and the OCFC executed and delivered a certain First Amendment to Lease Agreement, dated as of October 1, 2016 (the "First Amendment to Lease"; and, collectively with the Original Lease, the "Lease"), a memorandum of which was recorded in the Orange County Clerk's Office on December 28, 2016, in Book 14158 at Page 1014 (the "Memorandum of First Amendment to Lease"; and, collectively with the Memorandum of Original Lease, the "Memorandum of Lease"); and

WHEREAS, to add the OCFC as a co-lessor under the Original Leaseback for the period commencing on October 18, 2016 through October 17, 2017, the Agency, the Company and the OCFC executed and delivered a certain First Amendment to Leaseback Agreement, dated as of October 1, 2016 (the "First Amendment to Leaseback"; and, collectively with the Original Leaseback, the "Leaseback"), a memorandum of which was recorded in the Orange County Clerk's Office on December 28, 2016, in Book 14158 (the "Memorandum of First Amendment to Leaseback"; and, collectively with the Memorandum of Original Leaseback, the "Memorandum of Leaseback"); and

WHEREAS, the Company is now conveying a small portion of the Land (more particularly described in Exhibit A-1 attached hereto) to A. Duie Pyle, Inc. and desires to remove said parcel from the description of the Land found attached to (i) the Original Lease, the Memorandum of Original Lease, the Memorandum of First Amendment to Lease, the Original Leaseback, the Memorandum of Original Leaseback and Memorandum of First Amendment to Leaseback as Schedule A-1 and (ii) the First Amendment to Lease and the First Amendment to Leaseback as Exhibit A; and

WHEREAS, the Company requests that the Agency approve the amendment of the Lease, the Memorandum of Lease, the Leaseback and the Memorandum of Leaseback to amend the description of the Land to remove that portion described in Exhibit A-1 attached hereto; and

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

The Lease, the Memorandum of Lease, the Leaseback and the Memorandum of Leaseback are amended as follows:

1. (i) Schedule A-1 presently attached to the Original Lease, the Memorandum of Original Lease, the Memorandum of First Amendment to Lease, the Original Leaseback, the Memorandum of Original Leaseback and Memorandum of First Amendment to Leaseback and (ii) Exhibit A presently attached to the First Amendment to Lease and the First Amendment to Leaseback shall exclude the premises described on Exhibit A-1 attached hereto.

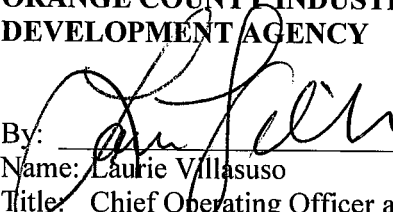
2. All references to "Leased Premises" in the Lease, the Memorandum of Lease, the Leaseback and the Memorandum of Leaseback shall no longer include the premises described on **Exhibit A-1** attached hereto.

3. Unless otherwise amended pursuant to the terms contained herein, the terms of the Lease, the Memorandum of Lease, the Leaseback and the Memorandum of Leaseback shall remain unchanged.

[Remainder of Page Intentionally Left Blank]

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

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

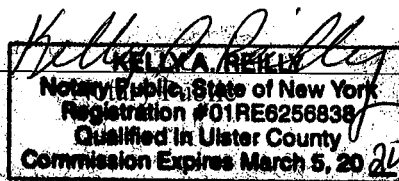
By: 
Name: Laurie Villasuso
Title: Chief Operating Officer and
Executive Vice President

MATRIX NEWBURGH I, LLC

By: _____
Name: Donald M. Epstein
Title: Manager

STATE OF NEW YORK)
COUNTY OF ORANGE) ss:

On this 24th day of June 2019, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.



STATE OF NEW JERSEY)
COUNTY OF MONMOUTH) ss.:

On the _____ day of June 2019, 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 on behalf of whom the individual acted, executed the instrument.

Notary Public

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

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name: Laurie Villasuso
Title: Chief Operating Officer and
Executive Vice President

MATRIX NEWBURGH I, LLC

By: _____
Name: Donald M. Epstein
Title: Manager

STATE OF NEW YORK)
COUNTY OF ORANGE) ss:

On this _____ day of June 2019, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.

Notary Public

STATE OF NEW JERSEY)
COUNTY OF ~~MONMOUTH~~) ss.:
 Middlesex

On the 20th day of June 2019, 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 on behalf of whom the individual acted, executed the instrument.

Notary Public

Donna M. Papkin
Notary Public of New Jersey
ID# 50090750
My Commission Expires October 1, 2023

Exhibit A-1

Lands Released from the Leased Premises

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

Commencing from a point on the southerly line of Corporate Boulevard (80 feet wide private road) at the division line between the lands now or formerly of A. Duie Pyle, Inc. (recorded in Liber 12841 Page 857) and the lands now or formerly of Business Center Northeast et al., said point being distant 1,745.67 feet northeasterly, along various courses, from the intersection formed by the easterly line of Corporate Boulevard and the northerly line of New York State Route 17K (width varies) as shown on a certain map entitled "Lot Line Change between A. Duie Pyle, Inc. & Matrix Newburgh I, LLC" prepared by Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, DPC, dated May 29, 2019 and running; thence

Along said southerly line of Corporate Boulevard the following three courses and distances:

- a) Along the aforementioned southerly line of Corporate Boulevard, easterly along a curve to the right, having an arc distance of 31.44 feet, a radius of 1,159.28 feet and a central angle of 1°33'14" and being subtended by a chord which bears North 74°56'38" East, a distance of 31.44 feet to a point on a curve; thence
 - b) Still along same, easterly along a curve to the right, having an arc distance of 29.76 feet, a radius of 25 feet and a central angle of 68°12'18" and being subtended by a chord which bears South 70°10'50" East, a distance of 28.03 feet to a point on a curve; thence
 - c) Still along same, easterly along a curve to the left, having an arc distance of 226.62 feet, a radius of 150.00 feet and a central angle of 86°33'45" and being subtended by a chord which bears South 79°21'35" East, a distance of 205.67 feet to a point on the southerly line of lands now or formerly of Matrix Newburgh I, LLC. (recorded in Liber 12523 Page 202, Liber 12528 Page 629, and Liber 13970 Page 575) and also being the Point or Place of Beginning; thence
1. Still along same, easterly along a curve to the left, having an arc distance of 107.22 feet, a radius of 150 feet and a central angle of 40°57'16" and being subtended by a chord which bears North 36°52'37" East, a distance of 104.96 feet to a point on a curve; thence
 2. Along a new line of the lands now or formerly of Matrix Newburgh I, LLC, South 61°44'51" East, a distance of 40.88 feet to a point; thence
 3. Along a new line of the aforementioned lands, North 89°50'45" East, a distance of 323.27 feet to a point; thence
 4. Along a new line of the aforementioned lands, South 52°34'08" East, a distance of 118.97 feet to a point; thence
 5. Along a new line of the aforementioned lands, South 0°37'31" East, a distance of 510.15 feet to a point on the northerly line of lands now or formerly of Biss Realty, Inc. (recorded in Liber 13042 Page 252); thence
 6. Along said northerly line of said lands, North 86°42'06" West, a distance of 106.65 feet to a point on the easterly line of lands now or formerly of A. Duie Pyle, Inc.; thence
 7. Along said easterly line of said lands, North 07°19'34" West, a distance of 377.71 feet to a point; thence
 8. Along said northerly line of said lands, North 74°38'17" West, a distance of 349.64 feet to a point; thence
 9. Still along same, North 34°59'36" West, a distance of 53.18 feet to a point on the southerly line of Corporate Boulevard being the Point or Place of Beginning.

Encompassing an area of 128,251 square feet or 2.9442 acres, more or less.