

**DANA DISTRIBUTORS, INC.**

**TO**

**ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

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**SUBLEASE AGREEMENT**

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*This conveyance of leasehold interest concerns a certain parcel of land located at  
52 Hatfield Lane in the Village and Town of Goshen,  
Orange County, New York 10924  
TMID No.: 126-1-5.22*

**Dated as of September 1, 2018**

**SUBLEASE AGREEMENT**  
**(Company to Agency)**

THIS SUBLEASE AGREEMENT, dated as of the September 1, 2018 (the "Sublease Agreement"), is by and between **DANA DISTRIBUTORS, INC.**, a corporation organized and validly existing under the laws of the State of New York with offices at 52 Hatfield Lane, Goshen, New York 10924 (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 subleaseback agreement, between the Agency and the Company, dated as of the date hereof (the "Subleaseback 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 subleases to the Agency the Leased Premises, upon the terms and conditions of this Sublease 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 Sublease Agreement shall be coterminous with the term of the Subleaseback 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 Subleaseback Agreement.
7. Sublease 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 Sublease Agreement and the Subleaseback 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 Subleaseback 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 Sublease 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:

Dana Distributors, Inc.  
52 Hatfield Lane  
Goshen, New York 10924  
Attn.: Fred C. Dana, President

With Copy To:

Blustein, Shapiro, Rich & Barone, LLP  
10 Matthews Street  
Goshen, New York 10924  
Attn.: Michael S. Blustein, 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 Subleaseback 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 Sublease Agreement to Mortgage(s). The Agency agrees that this Sublease Agreement shall be subordinate to any future mortgages granted by the Company or its affiliate entity, English-Dana Enterprises, L.L.C., 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 Subleaseback Agreement or its Unassigned Rights (as defined in the Subleaseback Agreement).

13. Execution of Counterparts. This Sublease 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 Sublease Agreement to be executed in their respective names, all as of the date first above written.

**DANA DISTRIBUTORS, INC.**

By: 

Fred C. Dana, President

**ORANGE COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**


By: 

Laurie Villasuso, Chief Operating Officer and  
Executive Vice President



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

On the 17 day of <sup>Oct</sup>~~September~~ in the year 2018, before me, the undersigned, personally appeared **Fred C. Dana**, 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.

  
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Notary Public  
MICHAEL S. BLUSTEIN  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 02315014997  
QUALIFIED IN ORANGE COUNTY  
COMMISSION EXPIRES JULY 12, 2017

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

On the 24<sup>th</sup> day of September 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.

  
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Notary Public

KELLY A. REILLY  
Notary Public, State of New York  
Registration #01RE6256838  
Qualified In Ulster County  
Commission Expires March 5, 2020

## Schedule A

### Legal Description of Leased Premises

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village and Town of Goshen, County of Orange and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the northeasterly side of Hatfield Lane, where the same is intersected by the common boundary line between Lot Nos. 1C-1 and 1C-2 on a certain subdivision map entitled "Westgate Goshen Business Park, Hatfield Lane, Village of Goshen, Orange County, New York" prepared by Tectonic Engineering Consultants, P.C. on June 8, 1998 and filed in the Orange County Clerk's Office on October 15, 1998 as Map No. 189-98, said point also being the most westerly corner of the premises hereinafter described and; running thence

1. North  $58^{\circ} 15' 28''$  East, along the common boundary line between Lot No. 1-C1 and 1-C2, a distance of 935.88 feet to a point on the southwesterly side of the New York State Route 17 On-Ramp (Eastbound) and; running thence the following three courses and distances along the same

2. South  $50^{\circ} 58' 00''$  East, a distance of 307.54 feet to a point; thence

3. South  $28^{\circ} 08' 00''$  East, a distance of 189.77 feet to a point; and

4. South  $25^{\circ} 53' 30''$  East, a distance of 392.82 feet to a point; thence

5. South  $64^{\circ} 06' 30''$  West, a distance of 245.21 feet to a point; thence

6. North  $42^{\circ} 58' 00''$  West, a distance of 222.74 feet to a point; thence

7. South  $47^{\circ} 02' 00''$  West, a distance of 458.64 feet to a point on the northeasterly side of Hatfield Lane; thence

8. Northwesterly, along the northeasterly side of Hatfield Lane, on a curve to the left having a radius of 1,450.00 feet an arc distance of 227.14 feet to a point; thence

9. North  $52^{\circ} 57' 55''$  West, continuing along the northeasterly side of Hatfield Lane, a distance of 435.22 feet to a point of curvature; thence

10. On a curve to the right, having a radius of 450.00 feet, an arc distance of 96.87 feet to the point or place of BEGINNING.