

LEASEBACK TO COMPANY

WELLNESS CENTER

THIS LEASEBACK TO COMPANY ("Leaseback Agreement"), effective as of the 1st day of April, 2016, is by and between the COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having its principal offices at One Cablevision Center, Ferndale, New York 12734 ("Agency") and VERIA LIFESTYLE INC., a Delaware corporation having offices at 200 Middlesex Essex Turnpike, Iselin, New Jersey 08830 (the "Company").

RECITALS

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York ("Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York ("State"); and

WHEREAS, the Enabling Act authorizes the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and sell land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve its standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease any or all of its facilities at such rentals and on such other terms and conditions as it deems advisable; and

WHEREAS, the Agency was created pursuant to and in connection with the provisions of the Enabling Act, Chapter 560 of the Laws of 1970 of the State (collectively, referred to as the "Act") and is empowered under the Act to undertake the providing, financing and leasing of the facility described below; and

WHEREAS, on or about November 11, 2013, the Agency and the Company entered into a Master Development and Agent Agreement authorizing the Company to proceed with certain work limited in scope to soil erosion and sediment control, clearing and grubbing, earthwork, construction of new roads and improvements and enhancements to existing roads, constructed wetlands, landscaping, sanitary sewer, water, storm sewer, electric power, telephone service, cable tv, internet connectivity, demolition of existing structures, and all other related facility, equipment, improvements and infrastructure costs as set forth in the 2013 Application together with a Lease to Agency, Leaseback to Company, Payment in Lieu of Tax Agreement and related documents (collectively, the "2013 Transaction Documents"); and

WHEREAS, the Company has submitted an application dated August 25, 2015, a copy of which is on file with the Agency (the "Application"), requesting the Agency's assistance with respect to a certain Wellness Center project (the "Wellness Center Project") consisting of the: (i) construction, installation and equipping of: (a) a 131 room wellness center resort with amenities including, but not limited to diagnostic, holistic treatment, educational components and various exercise facilities ("Building"); (b) an indoor swimming pool; and (c) a museum celebrating natural wellness, nature cure and Ayurveda practices on currently vacant parcels comprising 391 acres and identified on the Town of Thompson tax map as Section 9, Block 1, Lots 1.1, 1.2 and 7 ("Wellness Center Land") located along Anawana Lake Road in the County of Sullivan, State of New York; (ii) acquisition and installation thereon and therein of certain furniture, fixtures, machinery and equipment ("Equipment"); and (iii) construction of improvements to the Building, the Wellness Center Land and the Equipment (collectively, the Building, the Wellness Center Land and the Equipment are referred to as the "Facility"); and

WHEREAS, by resolution adopted on September 18, 2015 (the "Resolution"), the Agency authorized the Company to act as its agent for the purposes of undertaking the Wellness Center Project subject to the Company entering into this Leaseback Agreement; and

WHEREAS, the Company has agreed with the Agency, on behalf of the Agency and as the Agency's agent, to acquire, construct, install and equip the Wellness Center Project in accordance with the plans and specifications presented to the Agency; and

WHEREAS, the Agency proposes to lease the Wellness Center Land to the Company and the Company desires to rent the Wellness Center Land from the Agency, upon the terms and conditions hereinafter set forth in this Leaseback Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms, conditions, limitations and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

ARTICLE I

REPRESENTATIONS AND COVENANTS

- 1.1. Representations and Covenants of the Agency. The Agency makes the following representations and covenants as the basis for the undertakings on its part herein contained:
 - (a) The Agency is duly established under the provisions of the Act and has the power to enter into the transaction contemplated by this Leaseback Agreement and to carry out its obligations hereunder. Based upon the representations of the Company as to the utilization of the Facility, the Agency has the authority to take the actions contemplated herein under the Act.
 - (b) The Agency has been duly authorized to execute and deliver this Leaseback Agreement.

- (c) The Agency will take or has taken a leasehold interest in the Facility, lease the Facility to the Company pursuant to this Leaseback Agreement and designate the Company as its agent for purposes acquiring, constructing, installing and equipping of the Wellness Center Project, all for the purpose of promoting the industry, health, welfare, convenience and prosperity of the inhabitants of the State and the County and improving their standard of living.
- (d) Neither the execution and delivery of this Leaseback Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the provisions of this Leaseback Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of the Act or of any corporate restriction or any agreement or instrument to which the Agency is a party or by which it is bound, or will constitute default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Agency under the terms of any such instrument or agreement.
- (e) The Agency has been induced to enter into this Leaseback Agreement by the undertaking of the Company to acquire, construct, install and equip the Facility and the related jobs resulting therefrom in the County.

1.2. Representations and Covenants of the Company. The Company makes the following representations and covenants as the basis for the undertakings on its part herein contained:

- (a) The Company is a corporation duly organized, existing and in good standing under the laws of the state of Delaware, which is duly authorized to conduct business in the State, has the authority to enter into this Leaseback Agreement and has duly authorized the execution and delivery of this Leaseback Agreement.
- (b) Neither the execution and delivery of this Leaseback Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Leaseback Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.
- (c) The acquisition, construction, installation and equipping of the Facility and the leasing thereof by the Agency to the Company will not result in the removal of an industrial or manufacturing plant, facility or other commercial activity from one area of the State to another area of the State nor result in the abandonment of one or more commercial or manufacturing plants or facilities located within the State.
- (d) The Facility and the operation thereof will conform with all applicable zoning, planning, building and environmental laws and regulations of governmental

authorities having jurisdiction over the Facility, and the Company shall defend, indemnify and hold the Agency harmless from any liability or expenses resulting from any failure by the Company to comply with the provisions of this subsection (d) and subsection (f) below

- (e) The Company has caused to be transferred to the Agency a leasehold interest in all those properties and assets contemplated by this Leaseback Agreement and all documents related hereto.
- (f) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Company, threatened, against or affecting the Company in which an adverse result would in any way diminish or adversely impact on the Company's ability to fulfill its obligations under this Leaseback Agreement.
- (g) The Company covenants (i) that the Facility will comply in all respects with all environmental laws and regulations, (ii) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist on the Facility, except in compliance with all applicable laws, (iii) the Company will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances onto the Facility or onto any other property, (iv) that no asbestos will be incorporated into or disposed of on the Facility, (v) that no underground storage tanks will be located on the Facility, except as otherwise disclosed in the Phase I Environmental Site Assessment Kutsher's Country Club and Estates, and (vi) that no investigation, order, agreement, notice, demand or settlement with respect to any of the above is threatened, anticipated, or in existence. The Company upon receiving any information or notice contrary to the representations contained in this Section (g) shall immediately notify the Agency in writing with full details regarding the same. The Company hereby releases the Agency from liability with respect to, and agrees to defend, indemnify, and hold harmless the Agency, its chief executive officer, executive director, directors, officers, employees, members, agents (except the Company), representatives, and their respective successors and assigns and personal representatives from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorneys' fees) related in any way to any violation of the covenants or failure to be accurate of the representations contained in this Section (g). In the event the Agency in its reasonable discretion deems it necessary to perform due diligence with respect to any of the above, or to have an environmental audit performed with respect to the Facility, the Company agrees to pay the reasonable expenses of same to the Agency upon demand, and agrees that upon failure to do so, its obligation for such expenses shall be deemed to be additional rent.
- (h) The Company covenants and agrees that, in consideration of the participation of the Agency in the transactions contemplated herein, it will, except as otherwise provided by the collective bargaining contracts to which it is a party, or agreements or other constraints with any other occupants, tenants or other

parties related to the Facility or the Wellness Center Project, cause any new employment opportunities created in connection with the Facility to be listed with the State Department of Labor, Community Services Division and with the administrative entity of the service delivery area created pursuant to the Job Training Partnership Act (PL 97300) in which the Facility is located (collectively referred to as the "Referral Agencies"). The Company also agrees that it will, except as otherwise provided by the collective bargaining contracts to which it is a party, first consider for such new employment opportunities persons eligible to participate in federal job training partnership (PL 97-300) programs who shall be referred by the Referral Agencies.

ARTICLE II

DEMISING CLAUSES AND RENTAL PROVISIONS

- 2.1. Agreement to Transfer Leasehold Interest to Agency. The Company has leased and demised or has caused to be leased and demised to the Agency a leasehold interest in the Wellness Center Land as more particularly described on Schedule A attached hereto, including any buildings, structures or improvements thereon, and the Company has or will convey to the Agency all of its interest in the furniture, fixtures, machinery and equipment described in Schedule B. The Company agrees the Agency's interest in the Facility resulting from said transfers and/or conveyances will be sufficient for the purposes intended by this Leaseback Agreement and agrees that it will defend, indemnify and hold the Agency harmless from any expense or liability or loss or damage arising out of a defect in title or a lien adversely affecting the Facility and will pay all reasonable expenses incurred by the Agency in defending any action respecting title to or a lien affecting the Facility.
- 2.2. Acquisition, Construction, Installation, Equipping of the Facility. The Company, as agent for the Agency, will acquire, construct, install and equip the Facility to the extent authorized by that Agent Agreement of even date herewith. The Company hereby covenants and agrees to annually file with the State Department of Taxation and Finance the statement required by General Municipal Law Section 874(8) concerning the value of sales tax exemptions claimed.
- 2.3. Demise of Facility. The Agency hereby transfers, leases and demises to the Company all its right, title and interest in and to a certain Lease to Agency, dated as of the date hereof ("Lease Agreement") by and between the Company and the Agency, a copy of which is attached hereto as Exhibit A, whereby the Company granted to the Agency a leasehold interest in the Wellness Center Land as more particularly described in Schedule A hereto, including any buildings, structures or improvements thereon constituting the Facility and the Company hereby rents and leases the Facility from the Agency upon the terms and conditions of this Leaseback Agreement. Pursuant to Section 5.2 of the Lease Agreement, the Company and Agency contemplate potentially amending the Lease Agreement to exclude certain portions of the Wellness Center Land, and cooperating and taking whatever other actions are reasonable and necessary, to accommodate future development of the Wellness Center Land, including, without limitation, the Company

potentially leasing, subleasing, transferring or assigning whole or portions of the Facility or Wellness Center Land to third parties. The Company and Agency shall contemporaneously with amendment of the Lease Agreement, amend this Leaseback Agreement to exclude any portion of the Wellness Center Land excluded under a future amendment of the Lease Agreement, and cooperate and take whatever other actions are reasonable and necessary to accommodate future development of the Wellness Center Land hereunder.

- 2.4. Remedies to be Pursued Against Contractors and Subcontractors and its Sureties. In the event of a default by any contractor, subcontractor or any other person under any contract made by it in connection with the Facility or in the event of a breach of warranty or other liability with respect to any materials, workmanship, or performance, or guaranty, the Company at its expense, either separately or in conjunction with others, may pursue any and all remedies available to them and the Agency, as appropriate, against the contractor, subcontractor, manufacturer, supplier or other person so in default and against such surety for the performance of such contract. The Company in its own name or in the name of the Agency, may prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor, manufacturer, supplier or surety or other person which is reasonably necessary, and in such events the Agency, at the Company's expense, hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the Agency (including, but not limited to, reasonable attorneys' fees) in any such action or proceeding.

2.5. Duration of Lease Term; Quiet Enjoyment.

- (a) The Agency shall deliver to the Company sole and exclusive possession of the Facility (subject to the provisions hereof) and the leasehold estate created hereby shall commence on the date hereof.
- (b) The leasehold estate created hereby shall terminate at 11:59 P.M. on February 1, 2033, or on such earlier date as may be permitted by Section 8.1 hereof, or under the Lease Agreement.
- (c) The period commencing on the date described in Section 2.5(a) herein through the date described in Section 2.5(b) herein shall be herein defined as the "Lease Term".
- (d) The Agency shall, subject to the provisions hereof, neither take nor suffer nor permit any action, other than pursuant to Articles VII or VIII of this Leaseback Agreement, to prevent the Company during the Lease Term from having quiet and peaceable possession and enjoyment of the Facility and will, at the request of the Company and at the Company's cost, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Facility as hereinabove provided.

- 2.6. Rents and Other Consideration. The rental obligations during the Lease Term are hereby reserved and the Company shall pay rent for the Facility as follows:

- (a) On or before February 1, 2017 the sum of THREE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 (\$3,750.00) Dollars. On or before February 1, 2018 and on or before February 1st of each calendar year thereafter during the Lease Term the sum of FORTY-THREE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 (\$43,750.00) Dollars annually.
- (b) In addition to the payments of rent pursuant to Section 2.6(a) hereof, throughout the Lease Term, the Company shall pay to the Agency as additional rent, within thirty (30) days of the receipt of demand therefor, an amount equal to the sum of the expenses of the Agency and the members thereof incurred (i) for the reason of the Agency's leasehold interest in the Facility or its leasing of the Facility to the Company and (ii) in connection with the carrying out of the Agency's duties and obligations under this Leaseback Agreement.
- (c) The Company agrees to make the above mentioned payments, without any further notice, in lawful money of the United States of America as, at the time of payment, shall be legal tender for the payment of public or private debts. In the event the Company shall fail to timely make any payment required in this Section 2.6, the Company shall pay the same together with interest from the date said payment is due at the rate of twelve percent (12%) per annum.

2.7. Obligations of the Company Hereunder Unconditional. The obligations of the Company to make the payments required in Section 2.6 hereof and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Company and shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it may otherwise have against the Agency. The Company agrees it will not (i) suspend, discontinue or abate any payment required by Section 2.6 hereof, (ii) fail to observe any of its other covenants or agreements in this Leaseback Agreement or (iii) except as provided in Section 8.1 hereof, terminate this Leaseback Agreement for any cause whatsoever including, without limiting the generality of the foregoing, failure to complete the Facility, or any defect in the design, operation, merchantability, fitness or condition of the Facility or in the suitability of the Facility for the Company's purposes and needs, or failure of consideration, destruction of or damage to the Facility, commercial frustration of purpose, or the taking by condemnation of the use of all or any part of the Facility, any change in the tax or other laws of the United States of America or administrative rulings of or administrative actions by the State or any political subdivision of either, or any failure of the Agency to perform and observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or in connection with this Leaseback Agreement, or otherwise. Subject to the foregoing provisions, nothing contained in this Section 2.7 shall be construed to release the Agency from the performance of any of the agreements on its part contained in this Leaseback Agreement or to affect the right of the Company to seek reimbursement, and in the event the Agency should fail to perform any such agreement, the Company may institute such separate action against the Agency as the Company may deem necessary to compel performance or recover damages for nonperformance, and the Agency covenants that it will not, subject to the provisions of Section 5.2 hereof, take any

action that will adversely affect the Facility or that will otherwise adversely affect the rights of estates of the Company hereunder, except upon written consent of the Company. None of the foregoing shall relieve the Company of its obligations under Section 5.2 hereof.

ARTICLE III

MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE

3.1. Maintenance and Modifications of Facility by the Company.

- (a) The Company shall not abandon the Facility or cause or permit any waste to the Facility. The Company agrees that during the Lease Term it will (i) keep the Facility in reasonably safe condition; (ii) make all necessary repairs and replacements to the Facility (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen); (iii) use and maintain the Facility in a sound and prudent manner; and (iv) operate the Facility such that it continues to qualify under the Act and pursuant to the terms contained herein. The Company will indemnify, defend and hold the Agency harmless from any liability or expenses from the failure by the Company to comply with this subsection (a).
- (b) The Company, at its own expense, and without the prior written approval of the Agency from time to time may make any structural additions, modifications or improvements to the Facility or any addition, modifications or improvements to the Facility or any part thereof which it may deem desirable for its business purposes and uses that do not adversely affect the structural integrity or impair the operating efficiency of the Facility or substantially change the nature of the Facility. All such structural additions, modifications or improvements so made by the Company shall become a part of the Facility; provided, however, the Company shall not be qualified for a sales and use tax exemption when making said additions, modifications or improvements except to the extent (i) the Company is acting as agent for the Agency under the Agent Agreement between the Agency and the Company that contemplates said additions, modifications or improvements or (ii) as otherwise provided by law. The Company agrees to deliver to the Agency all documents that may be necessary or appropriate to transfer to the Agency a leasehold interest in the Facility. The Company shall further have the right subsequent to Section 6.1 hereof to create or permit to be created any mortgage, encumbrance, lien or charge on, or conditional sale or other title retention agreement with respect to the Facility.

3.2. Installation of Additional Equipment. The Company from time to time may install additional furniture, fixtures, machinery, and equipment or other personal property in the Facility (which may be attached or affixed to the Facility), and such furniture, fixtures, machinery, and equipment or other personal property shall not become, or be deemed to become, a part of the Facility. The Company from time to time may remove or permit the removal of such furniture, fixtures, machinery and equipment or other personal property; provided that any such removal of such furniture, fixtures, machinery, equipment or other personal property shall not adversely affect the structural integrity of the Facility or impair the overall operating efficiency of the Facility for the purposes for which it is intended and provided further that if any

damage is occasioned to the Facility by such removal, the Company agrees to promptly repair such damage at its own expense.

3.3. Taxes, Assessments and Utility Charges.

- (a) The Company agrees to pay, as the same respectively become due, (i) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Facility and any machinery, equipment or with respect to the Facility and any machinery, equipment or other property installed or brought by the Company therein or thereon, including without limiting the generality of the foregoing any taxes levied upon or with respect to the income or revenues of the Agency from the Facility; (ii) all payments under the PILOT Agreement; (iii) all utility and other charges, including "service charges," incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Facility; and (iv) all assessments and charges of any kind whatsoever lawfully made by any governmental body for public improvements; provided that, with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Company shall be obligated under this Leaseback Agreement to pay only such installments as are required to be paid during the Lease Term.
- (b) The Company, at its own expense, may in good faith contest any such taxes, assessments and other charges. In the event of any such contest, the Company may, with prior written notice to the Agency, permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, unless the Agency reasonably requests payment prior to settlement.

3.4. Insurance Required. At all times throughout the Lease Term, including without limitation during any period of construction of the Facility, the Company shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

- (a) Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the Facility, exclusive of excavations and foundations, as determined by a recognized appraiser or insurer selected by the Company.
- (b) Worker's Compensation insurance, disability benefits insurance, and each other form of insurance which the Agency or the Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Facility.

- (c) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract (including the contractual liability assumed by the Company under Section 5.2 hereof) and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Company by any applicable Worker's Compensation Law; and a blanket excess liability policy in the amount not less than \$2,000,000, protecting the Company against any loss or liability or damage for personal injury or property damage.

3.5. Additional Provisions Respecting Insurance.

- (a) All insurance required by Section 3.4 hereof shall name the Agency as an additional insured. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company (and reasonably satisfactory to the Agency) and authorized to write such insurance in the State. Such insurance may be written with deductible amounts not exceeding Twenty-Five Thousand (\$25,000.00) Dollars. All policies evidencing such insurance shall provide for (i) payment of the losses of the Company and the Agency as their respective interest may appear, and (ii) at least thirty (30) days written notice of the cancellation thereof to the Company and the Agency.
- (b) All such certificates of insurance of the insurers that such insurance is in force and effect, shall be deposited with the Agency on or before the commencement of the term of this Leaseback Agreement. Prior to expiration of the policy evidenced by said certificates, the Company shall furnish the Agency evidence that the policy has been renewed or replaced or is no longer required by this Leaseback Agreement.

3.6. Application of Net Proceeds of Insurance. The net proceeds of the insurance carried pursuant to the provisions of Section 3.4 hereof shall be applied as follows:

- (a) the net proceeds of the insurance required by Section 3.4(a) hereof shall be applied as provided in Section 4.1 hereof, and
- (b) the net proceeds of the insurance required by Section 3.4(b) and (c) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

3.7. Right of Agency to Pay Taxes, Insurance Premiums and Other Charges. If the Company fails (i) to pay any tax, assessment or other governmental charge required to be paid by Section 3.3 hereof or (ii) to maintain any insurance required to be maintained by Section 3.4 hereof, the Agency may pay such tax, assessment or other governmental charge or the premium for such insurance. The Company shall, on demand, reimburse the Agency for

any amount so paid together with interest thereon from the date of payment at twelve percent (12%) per annum.

ARTICLE IV

DAMAGE, DESTRUCTION AND CONDEMNATION

4.1. Damage or Destruction.

- (a) If the Facility shall be damaged or destroyed (in whole or in part) at any time during the Lease Term:
 - (i) the Agency shall have no obligation to replace, repair, rebuild or restore the Facility;
 - (ii) there shall be no abatement or reduction in the amounts payable by the Company under this Leaseback Agreement; and
 - (iii) except as otherwise provided in subsection (b) of this Section 4.1, the Company shall promptly replace, repair, rebuild or restore the Facility to substantially the same condition and value as an operating entity as existed prior to such damage or destruction, with such changes, alterations and modifications as may be desired by the Company and may use insurance proceeds for all such purposes.

All such replacements, repairs, rebuilding or restoration made pursuant to this Section 4.1, whether or not requiring the expenditure of the Company's own money, shall automatically become a part of the Facility as if the same were specifically described herein.

- (b) The Company shall not be obligated to replace, repair, rebuild or restore the Facility, and the net proceeds of the insurance shall not be applied as provided in subsection (a) of this Section 4.1, if the Company shall exercise its option to terminate this Leaseback Agreement pursuant to Section 8.1 hereof.
- (c) The Company may adjust all claims under any policies of insurance required by Section 3.4(a) hereof.

4.2. Condemnation.

- (a) If at any time during the Lease Term the whole or any part of title to, or the use of, the Facility shall be taken by condemnation, the Agency shall have no obligation to restore or replace the Facility and there shall be no abatement or reduction in the amounts payable by the Company under this Leaseback Agreement. The Agency shall not have any interest whatsoever in any condemnation award, and the Company shall have the exclusive right to same.

Except as otherwise provided in subsection (b) of this Section 4.2, the Company shall promptly:

- (i) restore the Facility (excluding any land taken by condemnation) to substantially the same condition and value as an operating entity as existed prior to such condemnation, or

- (ii) acquire, by construction or otherwise, facilities of substantially the same nature and value as an operating entity as the Facility subject to Agency consent.

The Facility, as so restored, or the substitute facility, whether or not requiring the expenditure of the Company's own moneys, shall automatically become part of the Facility as if the same were specifically described herein.

- (b) The Company shall not be obligated to restore the Facility or acquire a substitute facility, and the net proceeds of any condemnation award shall not be applied as provided in Section 4.2(a), if the Company shall exercise its option to terminate this Leaseback Agreement pursuant to Section 8.1 hereof.
 - (c) The Agency shall cooperate fully with the Company in the handling and conduct of any condemnation proceeding with respect to the Facility. In no event shall the Agency voluntarily settle, or consent to the settlement of, any condemnation proceeding with respect to the Facility without the written consent of the Company.
 - (d) The Company hereby waives the provisions of Real Property Law Section 227 or any law of like import now or hereafter in effect.
- 4.3. Condemnation of the Company-Owned Property. The Company shall be entitled to the proceeds of any condemnation award or portion thereof made for damage to or taking of any property which, at the time of such damage or taking, is not part of the Facility. Notwithstanding anything herein to the contrary, if all or substantially all of the Facility shall be taken or condemned, or if the taking or condemnation renders the Facility unsuitable for use by the Company as contemplated herein, the Company shall have the right to exercise its option to terminate this Agreement as provided under Section 8.1 hereof.

ARTICLE V

SPECIAL COVENANTS

- 5.1. No Warranty of Condition or Suitability by the Agency. THE AGENCY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE FACILITY OR THAT IT IS OR WILL BE SUITABLE FOR THE COMPANY'S PURPOSES OR NEEDS.
- 5.2. Hold Harmless Provisions. The Company hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold harmless the Agency, its chief executive officer, executive director, directors, officers, employees, members, agents (except the Company), representatives, and their respective successors and assigns and personal representatives, other than, with respect to each of the aforementioned Agency indemnified parties, losses arising from the negligence, fraud or willful misconduct of such parties, 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 Facility or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Facility or (ii) liability arising from or expense incurred by the Agency's financing, acquiring, constructing, installing, equipping and leasing of the Facility to the Company, 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 that may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the breach of a statutory obligation or the application of any rule of comparative or apportioned liability. The foregoing obligations of the Company shall remain in full force and effect after the termination of this Leaseback Agreement.

- 5.3. Right to Inspect the Facility. The Agency and its duly authorized agents shall have the right at all reasonable times and upon reasonable notice to inspect the Facility. The Agency shall honor and comply with any reasonable restricted access policy of the Company relating to the Facility.
- 5.4. Agreement to Provide Information. The Company agrees, whenever requested by the Agency, to provide and certify or cause to be provided and certified, without delay, such information concerning the Company, the Facility and other topics necessary to enable the Agency to make any report required by law or governmental regulation.
- 5.5. Books of Record and Account; Financial Statements. The Company at all times agrees to maintain proper accounts, records and books in which full and correct entries shall be made, in accordance with generally accepted accounting principles, of all business and affairs of the Company relating to the Facility.
- 5.6. Compliance With Orders, Ordinances, Etc.
 - (a) The Company agrees that it will, throughout the Lease Term, promptly comply in all material respects with all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all federal, state, county, municipal and other governments, departments, commissions, boards, companies or associations insuring the premises, courts, authorities, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Facility or any part thereof, or to any use, manner of use or condition of the Facility or any part thereof.
 - (b) Notwithstanding the provisions of subsection (a) of this Section 5.6, the Company may in good faith contest the validity of the applicability of any requirement of the nature referred to in such subsection (a). In such event, the Company may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal therefrom. The Company shall give prompt notice of the foregoing to the Agency.

5.7. Discharge of Liens and Encumbrances.

- (a) The Company shall not permit or create or suffer to be permitted or created any lien upon the Facility or any part thereof by reason of any labor, services or materials rendered or supplied or claimed to be rendered or supplied with respect to the Facility or any part thereof.
- (b) Notwithstanding the provisions of subsection (a) of this Section 5.7, the Company may in good faith contest any such lien. In such event, the Company, with the prior written notice to the Agency may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, unless the Agency shall notify the Company to promptly secure payment of all such unpaid items by filing the requisite bond, in form and substance satisfactory to the Agency thereby causing a lien to be removed.

5.8. Depreciation, Deductions and Investment Tax Credit. The Company shall be entitled to all depreciation deductions with respect to any depreciable property in the Facility pursuant to Section 167 of the Internal Revenue Code and to any investment credit pursuant to Section 38 of the Internal Revenue Code with respect to any portion of the Facility which constitutes "Section 38 Property".

ARTICLE VI

RESTRICTION ON TRANSFER; ASSIGNMENTS AND SUBLEASING; MORTGAGE AND PLEDGE OF INTERESTS

6.1. Restriction on Transfer of Facility. Except as otherwise specifically provided in this Article VI and except for the granting of a mortgage interest and security interests to lenders designated by the Company ("Lender") under a mortgage, security agreement and/or assignment of leases and rents in a form reasonably acceptable to the Agency, Lender and the Company, for purposes of acquiring, constructing, installing, equipping and financing the Facility along with all modifications, substitutions and/or restatements thereof with the Lender or its successors and/or assigns the Agency shall not transfer, encumber or otherwise dispose of the Facility or any part thereof or any of its rights under this Leaseback Agreement, without the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed. 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 hereof or any payments made under Section 3.7 hereof or its rights to be indemnified under Sections 1.2(e), 1.2(h), 2.1, 3.1(a) and 5.2 herein (collectively referred to as "Unassigned Rights").

6.2. Removal of Equipment.

- (a) The Agency shall not be under any obligation to remove, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary item of Equipment. In any instance where the Company determines that any item of Equipment has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such item of Equipment from the Facility

(provided the Company shall not do any damage to the Facility) and may sell, trade-in, exchange or otherwise dispose of the same, as a whole or in part.

- (b) The Agency shall execute and deliver to the Company all instruments necessary or appropriate to enable the Company to sell or otherwise dispose of any such item of Equipment. The Company shall pay any costs (including reasonable attorneys' fees) incurred in transferring title to and releasing any item of Equipment removed pursuant to this Section 6.2.
- (c) The removal of any item of Equipment pursuant to this Section 6.2 shall not entitle the Company to any abatement of or diminution of the rents payable under Section 2.6 hereof.

6.3. Maintaining Existence and Assignment and Subleasing.

- (a) The Company agrees during the Lease Term, it will maintain its existence, will not dissolve, liquidate or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another entity or permit one or more entities to consolidate with or merge into it, without the prior written consent of the Agency which consent will not be unreasonably withheld or delayed in each instance.
- (b) This Leaseback Agreement may not be assigned in whole or in part, and the Facility may not be subleased, in whole or in part, except as provided under Section 2.3 hereunder, without the prior written consent of the Agency in each instance which consent shall not be unreasonably withheld or delayed in each instance. Any assignment or subleases shall be on the following conditions, as of the time of each assignment and sublease:
 - (i) no assignment or sublease shall relieve the Company from primary liability for any of its obligations hereunder;
 - (ii) the assignee shall assume the obligations of the Company hereunder to the extent of the interest assigned;
 - (iii) the sublessee shall take its interest subject to this Leaseback Agreement, however the sublessee shall not be required to assume the obligations of the Company hereunder;
 - (iv) the Company shall, within ten (10) days after the delivery thereof, furnish or cause to be furnished to the Agency a true and complete copy of such assignment or sublease and the instrument of assumption; and
 - (v) the Facility shall continue to constitute a "project" as such quoted term is defined in the Act.
- (c) If the Agency shall so request, as of the purported effective date of any assignment or sublease pursuant to subsection (a) of this Section 6.3, the

Company at its cost shall furnish to the Agency with an opinion, in form and substance satisfactory to the Agency as to items (i), (ii) and (iv) above.

ARTICLE VII

DEFAULT

7.1. Events of Default Defined.

- (a) Each of the following shall be an "Event of Default" under this Leaseback Agreement:
 - (i) If the Company fails to pay the amounts required to be paid pursuant to Sections 2.6, 3.3 or 3.7 hereof and such failure shall have continued for a period of ten (10) days after the Agency gives written notice of such failure to the Company; or
 - (ii) If there is any purposeful, willful and knowing breach by the Company of any of its other agreements or covenants set forth in this Leaseback Agreement that shall have continued for a period of ten (10) days after the Agency gives written notice of such breach to the Company; or
 - (iii) If there is any failure by the Company to observe or perform any other covenant, condition or agreement required by this Leaseback Agreement to be observed or performed and such failure shall have continued for a period of thirty (30) days after the Agency gives written notice to the Company, specifying that failure and stating that it be remedied, or in the case of any such default which can be cured with due diligence but not within such thirty (30) day period, the Company's failure to proceed promptly to cure such default and thereafter prosecute the curing of such default with due diligence; or
 - (iv) If any representation or warranty of the Company contained in this Leaseback Agreement is incorrect in any material respect; or
 - (v) Any default by the Company under the PILOT Agreement or Agent Agreement that shall have continued for a period of time beyond the cure period(s) provided for in the PILOT Agreement or Agent Agreement.
- (b) Notwithstanding the provisions of 7.1 (a), if by reason of *force majeure* either party hereto shall be unable in whole or in part to carry out its obligations under this Leaseback Agreement and if such party shall give notice and full particulars of such *force majeure* in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, the obligations under this Leaseback Agreement of the party giving such notice, so far as it is affected by such *force majeure*, shall be suspended during continuance of the inability, which shall include a reasonable time for the removal of the effect thereof. The

suspension of such obligations for such period pursuant to this subsection (b) shall not be deemed an Event of Default under this Section 7.1. Notwithstanding anything to the contrary in this subsection (b), an event of *force majeure* shall not excuse, delay or in any way diminish the obligations of the Company to or make the payments required by Sections 2.6, 3.3 and 3.7 hereof, to obtain and continue in full force and effect the insurance required by Section 3.4 hereof, and to provide the indemnity required by Section 5.2 hereof and to comply with the terms of Sections 5.2, 5.4, 5.5, 5.6 and 5.7 hereof. The term "*force majeure*" as used herein shall include, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, terrorist acts, priorities or orders of any kind of the government of the United States of America or of the State or any of its departments, agencies, governmental subdivisions, or officials, any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident to machinery, transmission pipes or canals, shortages of labor or materials or delays of carriers, partial or entire failure of utilities, shortage of energy or any other cause or event not reasonably within the control of the party claiming such inability and not due to its fault. The party claiming such inability shall remove the cause for the same with all reasonable promptness. It is agreed that the settlement of strikes, lock-outs and other industrial disturbances shall be entirely within the discretion of the party having difficulty, and the party having difficulty shall not be required to settle any strike, lockout and other industrial disturbances by acceding to the demands of the opposing party or parties.

7.2. Remedies on Default. Whenever any Event of Default shall have occurred and be continuing, the Agency may take, to the extent permitted by law, any one or more of the following remedial steps:

- (a) Declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable: (i) all unpaid installments of rent payable pursuant to Section 2.6 hereof and (ii) the sums under Sections 3.3 and 3.7 hereof; and (iii) all other payments due under this Leaseback Agreement.
- (b) Take any other action as it shall deem necessary to cure any such Event of Default, provided that the taking of any such action shall not be deemed to constitute a waiver of such Event of Default.
- (c) Take any other action at law or in equity which may appear necessary or desirable including, without limitation, to seek and obtain damages and specific performance or other monetary or equitable relief, and to collect the payments then due or thereafter to become due hereunder, and to enforce the obligations, agreements or covenants of the Company under this Leaseback Agreement.

- (d) Terminate this Leaseback Agreement. Such termination is in addition to all other rights and remedies available to the Agency hereunder and without mitigation of such rights and remedies. Such termination may be accomplished by terminating this Leaseback Agreement and conveying title to the Equipment from the Agency to the Company, all as determined by the Agency. The Company hereby appoints the Chairman, Vice-Chairman and Chief Executive Officer of the Agency, each acting individually, as its attorneys-in-fact for the limited purpose of signing any forms which are necessary to accomplish such termination or conveyance.. The Company acknowledges that the foregoing appointment is coupled with an interest and is irrevocable. The Agency shall provide written notice to the Company of such termination.
- 7.3. Remedies Cumulative. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Leaseback Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.
- 7.4. Agreement to Pay Attorneys' Fees and Expenses. In the event the Company should default under any of the provisions of this Leaseback Agreement and the Agency should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the Company herein contained, or for obtaining other relief, the Company shall, on demand therefor, pay to the Agency, the reasonable fees of such attorneys and such other expenses so incurred.
- 7.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained herein should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE VIII

EARLY TERMINATION OF AGREEMENT; OBLIGATIONS OF COMPANY

- 8.1. Early Termination of Agreement.
- (a) The Company shall have the option at any time to terminate this Leaseback Agreement as to the entirety of the Land or to request the Agency amend this Leaseback Agreement to exclude a portion of the Land as contemplated by Section 5.2 of the Lease Agreement upon filing with the Agency a certificate signed by an authorized representative of the Company stating the Company's intention to do so pursuant to this Section 8.1 and upon compliance with the requirements set forth in Section 8.2 hereof.

- (b) The Agency shall have the option at any time to terminate this Leaseback Agreement and to demand immediate payment in full of the rental reserved and unpaid as described in Section 2.6 hereof, the sums due under Sections 3.3 or 3.7 hereof, and all other payments due under this Leaseback Agreement, upon written notice to the Company of the occurrence of an Event of Default hereunder.
- 8.2. Option to Terminate Agency's Leasehold Interest in the Facility. (i) Upon termination of this Leaseback Agreement as to the entirety of the Land in accordance with Section 6.1 of the Lease Agreement and in accordance with Section 2.5, 7.2 or Section 8.1 hereof, the Company shall pay all sums due under Sections 2.6, 3.3 and 3.7 hereof and all other sums due under this Leaseback Agreement ("Termination Payment"); or (ii) Upon amendment of this Leaseback Agreement to exclude a portion of the Land as contemplated by Section 5.2 of the Lease Agreement, the Company shall pay the Agency all sums due under Sections 3.3 and 3.7 of this Leaseback Agreement and the sums due under Section 2.6 of this Leaseback Agreement shall be prorated between the remaining Land covered by the Lease Agreement and that portion of the Land excluded from the Lease Agreement such pro-ratio to be made as of the January 1st following the date of such amendment.
- 8.3. Termination of Leaseback.
- (a) Pursuant to Section 8.2 hereof, the Agency shall, within thirty (30) days of (i) written notice from the Company as required by Section 8.1 hereof; and (ii) receipt of the Termination Payment, deliver to the Company all necessary documents to reflect termination of this Leaseback Agreement, subject only to the following:
 - (i) any liens to which the Facility was subject when leased to the Agency;
 - (ii) any liens created at the request of the Company or to the creation of which the Company consented or in the creation of which the Company acquiesced; and
 - (iii) any liens resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Leaseback Agreement.
 - (b) The Agency shall release and convey to the Company all of the Agency's rights and interest in and to any rights of action or any net proceeds of insurance or condemnation awards with respect to the Facility (specifically excluding all rights of the Agency hereunder including its rights to indemnification hereunder).

ARTICLE IX

GENERAL PROVISIONS

- 9.1. Notices. All notices provided for by this Leaseback Agreement shall be made in writing, and shall be deemed to have been given on the date of delivery if personally served on the party to whom notice is to be given, or on the next day after mailing if mailed to the party to whom notice is to be given by overnight courier of national reputation providing

evidence of receipt and properly addressed, or on the third day after mailing if mailed to the party to whom notice shall be given by First Class, Certified mail, postage prepaid and properly addressed to the following:

To the Agency: County of Sullivan Industrial Development Agency
One Cablevision Center
Ferndale, New York 12734
Attn: Chief Executive Officer

with a Copy to: Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attn.: Shawn M. Griffin, Esq.

To the Company: Veria Lifestyle Inc.
200 Middlesex Essex Turnpike, Suite 202
Iselin, New Jersey 08830
Attn: Gaurav Bidasaria

with a Copy to: Mark Miller, Esq.
350 Fifth Avenue, Suite 7240
New York, New York 10118

or to such other addresses or addressees as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section 9.1. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section 9.1.

- 9.2. Binding Effect. This Leaseback Agreement shall inure to the benefit of and shall be binding upon the Agency, the Company and its respective permitted successors and assigns.
- 9.3. Waiver. No waiver of any of the provisions of this Leaseback Agreement shall be deemed to or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.
- 9.4. Severability. If any provision of this Leaseback Agreement shall be determined to be illegal and unenforceable by any court of law or any competent governmental or other authority, the remaining provisions shall be severable and enforceable in accordance with its terms so long as this Leaseback Agreement without such terms or provisions does not fail of its essential purpose or purposes. The parties will negotiate in good faith to replace any such illegal or unenforceable provision or provisions with suitable substitute provisions which will maintain the economic purposes and intentions of this Leaseback Agreement.

- 9.5. Governing Law, Venue. This Leaseback Agreement shall be governed, construed and enforced in accordance with the laws of the State for contracts to be wholly performed therein. The parties hereby designate a court of proper jurisdiction located in the County as the exclusive venue for resolution of any disputes which may arise under or by reason of this Leaseback Agreement.
- 9.6. Survival of Obligations. The obligations of the Company to make payments required by Sections 2.6, 3.3 and 3.7 hereof, all other payments due under this Leaseback Agreement and all indemnities shall survive any termination or expiration of this Leaseback Agreement.
- 9.7. Section Headings Not Controlling. The headings of the several sections in this Leaseback Agreement have been prepared for convenience of reference only and shall not control, affect the meaning or be taken as an interpretation of any provision of this Leaseback Agreement.
- 9.8. Recording and Filing. This Leaseback Agreement or a memorandum thereof, shall be recorded or filed, as the case may be, in the Office of the Clerk of the County, of the State, or in such other office as may at the time be provided by law as the proper place for the recordation or filing thereof.
- 9.9. Merger of Agency.
- (a) Notwithstanding anything to the contrary or otherwise contained in this Leaseback Agreement, nothing contained in this Leaseback Agreement shall prevent the consolidation of the Agency with, or merger of the Agency into, or transfer of its leasehold interest in the entire Facility to any other public benefit corporation or political subdivision which has the legal authority to lease the Facility under the terms and provisions hereof, provided that upon any such consolidation, merger or transfer, the due and punctual performance and observance of all the agreements and conditions of this Leaseback Agreement to be kept and performed by the Agency shall be expressly assumed in writing by the public benefit corporation or political subdivision resulting from such consolidation or surviving such merger or to which the Facility shall be transferred.
 - (b) Within thirty (30) days after the consummation of any such consolidation, merger or transfer of its leasehold interest, the Agency shall give notice thereof in reasonable detail to the Company. The Agency shall furnish such additional information with respect to any such transaction as the Company may reasonably request.
- 9.10. No Recourse, Special Obligation.
- (a) The obligations and agreements of the Agency and the Company 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 the Company and not any director,

officer, employee, member, agent (other than the Company) or representative of the Agency and the Company in his individual capacity, and the directors, officers, employees, members, agents (other than the Company) or representatives of the Agency and the Company 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 or of the County and neither the State nor the County 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 Facility (except for revenues derived by the Agency with respect to the Unassigned Rights).
- (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 have placed 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 directors, officers, employees, members, agents (other than the Company) or representatives of the Agency shall be subject to potential liability, the party seeking such order or decree shall agree to indemnify and hold harmless the Agency and its directors, officers, employees, members, agents (other than the Company) and representatives of the Agency against all liability expected to be incurred as a result of compliance with such request.
- (d) The obligations and agreements of the Company 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 Company, and not of any member, direct or indirect beneficial owners, affiliates, partners, shareholders, officers, directors, agents, employees or representatives of the Company in his or their individual capacity, and the members, direct or indirect beneficial owners, affiliates, partners, shareholders, officers, directors, agents and employees or

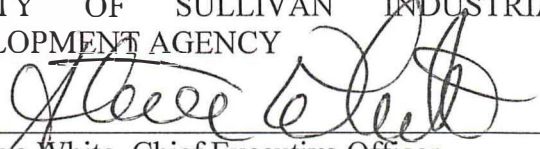
representatives of the Company shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

- 9.11. Counterparts. This Leaseback Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.
- 9.12. Entire Agreement. This Leaseback Agreement together with the Agent Agreement, Lease Agreement and the PILOT Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior discussions and negotiations between them. This Leaseback Agreement may not be amended in any respect except by a written amendment expressly referring to this Leaseback Agreement and except by a written amendment expressly referring to this Leaseback Agreement and executed by the parties to be bound thereby.


[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Agency and the Company have cause this Leaseback Agreement to be executed in its respective names, all as of the date first above written.

COUNTY OF SULLIVAN INDUSTRIAL
DEVELOPMENT AGENCY


By: Steve White, Chief Executive Officer

VERIA LIFESTYLE INC.


By: Gaurav Bidasaria, Chief Financial Officer

Anthony F. Siciliano, LS, P.C.

Licensed Land Surveyor

249 Main Street, P.O. Box 35

Grahamsville, N.Y. 12740

(845) 985-7551

Fax: 985-7581

Lands of Milton Kutsher Associates: 95.36 Acres, Town of Thompson 9-1-1.1

ALL that tract or parcel of land situate in the Town of Thompson, County of Sullivan and State of New York, intended to be a portion of the premises as described in a deed from Milton M. Kutsher to Milton Kutsher Associates, dated December 31, 1974, recorded in the Sullivan County Clerk's Office in Deed Liber 802 at Page 1001, being a portion of Lot No. 2 as designated on a map entitled "Survey and Subdivision Map Depicting Parking Garage Parcel Prepared for Caesars Entertainment, Inc.", last revised December 24, 2004, filed in the Sullivan County Clerk's Office January 11, 2005 as Map No. 9-382, more particularly bound and described as follows:

BEGINNING at an iron bolt in stones set at the top of a road cut on the easterly bounds of Anawana Lake Road (County Road No. 103) at the southwesterly corner of the second described parcel of land in a deed to Congregation Iched Anash recorded as Instrument No. 2011-4099, said point of beginning being at the northeasterly corner of R.O.W. Parcel No. 103-14-A as designated on Sullivan County R.O.W. Map No. 103-14-A, and running thence from said point of beginning along the southerly bounds of said lands of Congregation Iched Anash, running generally along sections of stonewall and stonerow for portions of the way, South 68 degrees 04 minutes 14 seconds East 2043.36 feet to a ½-inch diameter iron rod found in the approximate center of said stonewall at the southeasterly corner of said lands of Congregation Iched Anash and the southwesterly corner of lands described in a deed to KS Realty Holding LLC recorded in Land Records Liber 3265 at Page 307, at a corner of said Lot 2;

thence running along the southerly bounds of said lands of KS Realty Holding LLC for a portion of the way, running through said Lot 2 for a portion of the way, running along a northerly bounds of lands described in said deed to Milton Kutsher Associates recorded in Deed Liber 802 at Page 1001 for a portion of the way and through lands described in said Deed Liber 802 at Page 1001 for the remaining portion, running generally along said stonewall and traces of old wire fence for portions of the way, South 68 degrees 24 minutes 51 seconds East 692.87 feet to a ¾-inch diameter iron rod in a pile of stones set at a northwesterly corner of lands described in a deed to the Estate of Milton Kutsher recorded in Land Records Liber 3453 at Page 655, a corner of said Lot 2 and a corner of lands described in said Deed Liber 802 at Page 1001;

thence running along a westerly bounds of lands described in said Land Records Liber 3453 at Page 655, running generally along traces of old wire fence and a stonewall for portions of the way, South 16 degrees 55 minutes 23 seconds West 1572.44 feet to a point in said stonewall on a westerly bounds of lands described in said Land Records Liber 3453 at Page 655 at the northeasterly corner of Lot No. 3 as designated on said Caesars Entertainment, Inc. filed map;

thence running along the northerly bounds of said Lot 3, running through lands described in said Deed Liber 802 at Page 1001, North 68 degrees 44 minutes 13 seconds West 2614.54 feet to a point on the assumed easterly bounds of said Anawana Lake Road at the northwesterly corner of said Lot 3, said point being North 17 degrees 34 minutes 56 seconds East 50.10 feet, as measured along the assumed easterly bounds of said Anawana Lake Road, from an iron bolt in stones set at the southwesterly corner of said Lot 3 and the southwesterly corner of lands described in said Deed Liber 802 at Page 1001;

thence running along the assumed easterly bounds of said Anawana lake Road, North 17 degrees 34 minutes 56 seconds East 759.35 feet to the southeasterly corner of said R.O.W. Parcel 103-14-A;

Lands of Milton Kutsher Associates: 95.36 Acres, Town of Thompson 9-1-1.1

thence running along the easterly bounds of said Anawana Lake Road and said R.O.W. Parcel 103-14-A, North 15 degrees 18 minutes 28 seconds East 313.64 feet, North 05 degrees 51 minutes 08 seconds East 342.41 feet and North 02 degrees 02 minutes 42 seconds East 207.33 feet to the point of beginning, containing 95.36 acres of land.

SUBJECT to highway use/dedication of record and all easements of record.

BEARINGS are as the magnetic needle pointed in August of 2000.

PREPARED by Anthony F. Siciliano, Licensed Land Surveyor, on November 17, 2013.

Lands of Milton Kutsher Associates: 23.04 Acres, Town of Thompson 9-1-1.2

ALL that tract or parcel of land situate in the Town of Thompson, County of Sullivan and State of New York, intended to be a portion of the premises as described in a deed from Milton M. Kutsher to Milton Kutsher Associates, dated December 31, 1974, recorded in the Sullivan County Clerk's Office in Deed Liber 802 at Page 1001, being Lot No. 3 as designated on a map entitled "Survey and Subdivision Map Depicting Parking Garage Parcel Prepared for Caesars Entertainment, Inc.", last revised December 24, 2004, filed in the Sullivan County Clerk's Office January 11, 2005 as Map No. 9-382, more particularly bound and described as follows:

BEGINNING at an iron bolt in stones set on the assumed easterly bounds of Anawana Lake Road (County Road No. 103) on the northerly bounds of lands described in a deed to Anthony Lo Bosco, Jr. recorded in Land Records Liber 2486 at Page 146 at the southwesterly corner of lands described in said deed to Milton Kutsher Associates recorded in Deed Liber 802 at Page 1001, and running thence from said point of beginning along the northerly bounds of said lands of Lo Bosco for a portion of the way, running to and along the northerly bounds of lands described as Parcel II in a deed to Forest Park Estates LLC recorded as Instrument No. 2013-1464, running along sections of stonewall and stonerow and traces of old wire fence for portions of the way, South 68 degrees 44 minutes 13 seconds East 1290.81 feet to a 5/8-inch diameter iron rod found in another stonewall at the northeasterly corner of said lands of Forest Park Estates LLC;

thence running along the easterly bounds of said lands of Forest Park Estates LLC, running generally along said other stonewall, South 17 degrees 03 minutes 17 seconds West 675.07 feet to a 3/4-inch diameter iron rod set in said other stonewall on the easterly bounds of said lands of Forest Park Estates LLC at the northwesterly corner of lands described in a deed to Nancy R. Lyttle recorded in Deed Liber 1284 at Page 150;

thence running along the northerly bounds of said lands of Nancy Lyttle for a portion of the way, running to and along the northerly bounds of lands described in a deed to James A. Lyttle and Alexandra Lyttle recorded in Deed Liber 1284 at Page 139 for a portion of the way, running to and along the northerly bounds of lands described in a deed to James A. Lyttle and Alexandra M. Lyttle recorded as Instrument No. 2012-1237 for a portion of the way, running to and along the northerly bounds of lands described in a deed to James A. Lyttle and Alexandra M. Lyttle recorded in Land Records Liber 1826 at Page 381, South 69 degrees 58 minutes 57 seconds East 1324.00 feet to a 3/4-inch diameter iron rod set in another stonewall at the northeasterly corner of lands described in said Land Records Liber 1826 at Page 381 on the westerly bounds of lands described in a deed to the Estate of Milton Kutsher recorded in Land Records Liber 3453 at Page 655, the last mentioned iron rod set being North 16 degrees 55 minutes 23 seconds East 251.65 feet, as measured along the westerly bounds of lands described in said Land Records Liber 3453 at Page 655, from a tall angle iron found in said last mentioned stonewall, at the southwesterly corner of lands described in said Land Records Liber 3453 at Page 655;

thence running along the westerly bounds of lands described in said Land Records Liber 3453 at Page 655, running generally along the last mentioned stonewall, North 16 degrees 55 minutes 23 seconds East 696.47 feet to a point in the last mentioned stonewall on the westerly bounds of lands described in said Land Records Liber 3453 at Page 655, at the southeasterly corner of Lot No. 2 as designated on said Caesars Entertainment, Inc. map;

thence running along the southerly bounds of said Lot 2, running through lands described in said Deed Liber 802 at Page 1001, North 68 degrees 44 minutes 13 seconds West 2614.54 feet to a point on the assumed easterly bounds of said Anawana Lake Road at the southwesterly corner of said Lot 2;

Lands of Milton Kutsher Associates: 23.04 Acres, Town of Thompson 9-1-1.2

thence running along the assumed easterly bounds of said Anawana Lake Road, South 17 degrees 34 minutes 56 seconds West 50.10 feet to the point of beginning, containing 23.04 acres of land.

SUBJECT to highway use/dedication of record and all easements of record.

BEARINGS are as the magnetic needle pointed in August of 2000.

PREPARED by Anthony F. Siciliano, Licensed Land Surveyor, on November 17, 2013.

Anthony F. Siciliano, LS, P.C.

Licensed Land Surveyor

249 Main Street, P.O. Box 35

Grahamsville, N.Y. 12740

(845) 985-7551

Fax: 985-7581

Lands of the Estate of Milton Kutsher: 280.80 Acres, Town of Thompson 9-1-7

ALL that tract or parcel of land situate in the Town of Thompson, County of Sullivan and State of New York, intended to be a portion of the premises as described in a deed from Martin J. Walzer to Helen Kutsher, dated June 25, 2001, recorded in the Sullivan County Clerk's Office in Land Records Liber 2290 at Page 463, and also intended to be a portion of the premises as described in a deed from Jean Bresler, Elizabeth Bresler Peck and Jonathan Bresler, as Co-Trustees of a Trust created under Paragraph Fourth of the Last Will and Testament of Dorothy Bresler, to the Estate of Milton Kutsher, dated February 8, 2008, recorded in the Sullivan County Clerk's Office in Land Records Liber 3453 at Page 655, more particularly bound and described as follows:

BEGINNING at a ¾-inch diameter iron rod set on the assumed northerly bounds of Fraser Road (Town Road No. 89) on the westerly bounds of lands described in a deed to Leon Windland and Irene Windland recorded in Deed Liber 1022 at Page 225, said iron rod set being North 16 degrees 56 minutes 24 seconds East 46.28 feet, as measured along the westerly bounds of said lands of Windland, from a point on the southerly side of said Fraser Road at the southwesterly corner of said lands of Windland, and running thence from said point of beginning along the westerly bounds of said lands of Windland for a portion of the way, running to and along the westerly bounds of lands described in a deed to Hi-Lo Cottages Corp. recorded in Deed Liber 976 at Page 103 for a portion of the way, running to and along the westerly bounds of lands described in a deed to Frazier Lakeview Realty LLC recorded in Land Records Liber 2443 at Page 207, running through a 5/8-inch diameter iron rod found at 134.46 feet of this course, running to and generally along sections of stonewall and stonewall for portions of the way, North 16 degrees 56 minutes 24 seconds East 3237.54 feet to a point in said stonewall at the northwesterly corner of said lands of Frazier Lakeview Realty LLC and the southwesterly corner of lands described in a deed to Yeshivath Viznitz D'Khal Torah Chaim, Inc. recorded in Land Records Liber 1502 at Page 82;

thence running along the westerly bounds of said lands of Yeshivath Viznitz D'Khal Torah Chaim, Inc., running generally along a stonewall for a portion of the way, North 17 degrees 45 minutes 05 seconds East 305.62 feet and North 16 degrees 51 minutes 55 seconds East 2921.96 feet to a 1-inch diameter iron pipe found on the northerly side of Barnes Boulevard (Town Road No. 7) at the northwesterly corner of said lands of Yeshivath Viznitz D'Khal Torah Chaim, Inc. on the southerly bounds of lands described in a deed to B.D. Barnes, Inc. recorded in Land Records Liber 1787 at Page 521;

thence running along the southerly bounds of said lands of B.D. Barnes, Inc., running generally along a stonewall and traces of old wire fence for portions of the way, North 67 degrees 45 minutes 45 seconds West 1494.89 feet to a point on the southerly bounds of said lands of B.D. Barnes, Inc.;

thence running through lands described in said Land Records Liber 2290 at Page 463 and said Land Records Liber 3453 at Page 655, South 16 degrees 55 minutes 20 seconds West 3230.78 feet;

thence continuing through lands described in said Land Records Liber 2290 at Page 463 and said Land Records Liber 3453 at Page 655 for a portion of the way, running through a 5/8-inch diameter iron rod found at a southeasterly corner of lands described in a deed to Milton Kutsher Associates recorded in Deed Liber 802 at Page 1001 at 809.19 feet, running to and along a southerly bounds of said lands of Milton Kutsher Associates and generally along traces of old wire fence, North 67 degrees 35 minutes 18 seconds West 1187.72 feet to a ¾-inch diameter iron rod set in a pile of stones at a corner of said lands of Milton Kutsher Associates at a northeasterly corner of Lot No. 2 as designated on a map entitled "Survey and Subdivision Map Depicting Parking Garage Parcel Prepared for Caesars Entertainment, Inc.", last revised December 24, 2004, filed in the Sullivan County Clerk's Office January 11, 2005 as Map No. 9-382;

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thence running along an easterly bounds of said Lot 2 for a portion of the way, running to and along the easterly bounds of Lot No. 3 as designated on said Caesars Entertainment, Inc. filed map, running along an easterly bounds of said lands of Milton Kutsher Associates, running generally along traces of old wire fence and a stonewall for portions of the way, South 16 degrees 55 minutes 23 seconds West 2268.91 feet to a 3/4-inch diameter iron rod set in said stonewall at the southeasterly corner of said Lot 3, the southeasterly corner of said lands of Milton Kutsher Associates and the northeasterly corner of lands described in a deed to James A. Lyttle and Alexandra M. Lyttle recorded in Land Records Liber 1826 at Page 381;

thence running along the easterly bounds of said lands of Lyttle, running generally along said stonewall, South 16 degrees 55 minutes 23 seconds West 251.65 feet to a tall angle iron found in a stonewall corner at a corner of said lands of Lyttle, at an angle point on the bounds of lands described in a deed to James A. Lyttle and Alexandra M. Lyttle recorded in Deed Liber 941 at Page 337;

thence running along the northeasterly bounds of lands described in said Deed Liber 941 at Page 337 for a portion of the way, running to and along the northeasterly bounds of lands described in a deed to Milton Kutsher recorded in Land Records Liber 1938 at Page 172 for a portion of the way, running to and along the northeasterly bounds of lands described as Parcel I in a deed to Kevin R. Kroeger and Mary E. Kroeger recorded in Land Records Liber 1495 at Page 67 for a portion of the way, running to and along the northeasterly bounds of lands described as Parcel II in said deed to Kroeger, South 55 degrees 06 minutes 09 seconds East 593.70 feet to the most easterly corner of said Kroeger Parcel II;

thence running along the southeasterly bounds of said Kroeger Parcel II, South 38 degrees 01 minutes 51 seconds West 120.36 feet to a point thereon at the most northerly corner of lands described as Parcel III in said deed to Kroeger;

thence running along the northeasterly bounds of said Kroeger Parcel III for a portion of the way, running to and along the northeasterly bounds of a twenty-foot wide right of way granted to Milton Kutsher and Helen Kutsher in Deed Liber 1200 at Page 83 for a portion of the way, running to and along the northeasterly bounds of lands described in said deed to Milton Kutsher and Helen Kutsher recorded in Deed Liber 1200 at Page 83, South 66 degrees 20 minutes 09 seconds East 220.97 feet to the most easterly corner of lands described in said Deed Liber 1200 at Page 83;

thence running along the southeasterly bounds of lands described in said Deed Liber 1200 at Page 83, South 23 degrees 39 minutes 51 seconds West 210.00 feet to a point at the most southerly corner of lands described in said Deed Liber 1200 at Page 83 on the northeasterly bounds of lands described in a deed to Tree of Life Associates recorded in Deed Liber 1159 at Page 48;

thence running along the northeasterly and southeasterly bounds of said lands of Tree of Life Associates, South 66 degrees 20 minutes 09 seconds East 150.00 feet and South 23 degrees 39 minutes 51 seconds West 75.00 feet to a point on the southeasterly bounds of said lands of Tree of Life Associates at the most northerly corner of lands described in a deed to Zoe Hecht and Michael Hecht recorded in Land Records Liber 2673 at Page 200;

thence running along the northeasterly and southeasterly bounds of said lands of Hecht, South 66 degrees 30 minutes 31 seconds East 117.23 feet and South 25 degrees 01 minutes 04 seconds West 99.87 feet to a 5/8-inch diameter iron rod found on the southeasterly bounds of said lands of Hecht at the most northerly corner of lands described in a deed to Steven Katz and Howard Katz recorded in Land Records Liber 2252 at Page 360;

thence running along the northeasterly bounds of said lands of Katz, South 66 degrees 17 minutes 06 seconds East 89.95 feet to a 5/8-inch diameter iron rod found at the most easterly corner of said lands of Katz and the most northerly corner of lands described in a deed to Milton Kutsher recorded in Deed Liber 746 at Page 1143;

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thence running along the northerly and easterly bounds of lands described in said Deed Liber 746 at Page 1143, South 67 degrees 44 minutes 41 seconds East 94.66 feet and South 18 degrees 30 minutes 05 seconds West 100.00 feet to a point on the assumed northerly bounds of said Fraser Road at the southeasterly corner of lands described in said Deed Liber 746 at Page 1143;

thence running along the assumed northerly bounds of said Fraser Road, South 67 degrees 41 minutes 41 seconds East 49.82 feet to a point on the assumed northerly bounds of said Fraser Road at or near the southwesterly corner of lands described in a deed to Mario Pannullo recorded in Land Records Liber 3104 at Page 640;

thence running along the westerly and northerly bounds of said lands of Pannullo, North 20 degrees 00 minutes 22 seconds East 104.02 feet to a 1-1/8 inch diameter iron rod found, and South 70 degrees 03 minutes 38 seconds East 125.06 feet to a point at the northeasterly corner of said lands of Pannullo on the westerly bounds of lands described in a deed to Bette P. Bailey and Barbara Ciancimino recorded in Land Records Liber 1958 at Page 671;

thence running along the westerly bounds of said lands of Bailey and Ciancimino, running generally along a wire fence, North 18 degrees 14 minutes 19 seconds East 239.38 feet to a 5/8-inch diameter iron rod found on said fence on the westerly bounds of said lands of Bailey and Ciancimino, at the southeasterly corner of lands described in a deed to Jacalyn A. Kearns recorded in Land Records Liber 2655 at Page 184;

thence running along the southerly bounds of said lands of Kearns for a portion of the way, running to and along the southerly bounds of lands described in a deed to Jacalyn Kearns recorded in Land Records Liber 3012 at Page 428 for a portion of the way, running to and along the southerly bounds of lands described in a deed to Jacalyn Kearns recorded in Deed Liber 1251 at Page 267, running through a 1/2-inch diameter iron rod found at 100.00 feet and an angle iron found at 220.29 feet, North 69 degrees 18 minutes 41 seconds West 340.00 feet to the southwesterly corner of lands described in said Deed Liber 1251 at Page 267;

thence running along the westerly bounds of lands described in said Deed Liber 1251 at Page 267, North 18 degrees 49 minutes 19 seconds East 200.00 feet to a 1/2-inch diameter iron rod found at the northwesterly corner of lands described in said Deed Liber 1251 at Page 267;

thence running along the northerly bounds of lands described in said Deed Liber 1251 at Page 267 for a portion of the way, running to and along the northerly bounds of lands described in said Land Records Liber 3102 at Page 428 for a portion of the way, running to and along the northerly bounds of lands described in said Land Records Liber 2655 at Page 184, South 69 degrees 18 minutes 41 seconds East 340.00 feet to a point at the northeasterly corner of lands described in said Land Records Liber 2655 at Page 184 on the westerly bounds of said lands of Bailey and Ciancimino;

thence running along the westerly, northerly and easterly bounds of said lands of Bailey and Ciancimino, North 18 degrees 49 minutes 19 seconds East 26.63 feet, South 69 degrees 18 minutes 41 seconds East 200.00 feet and South 18 degrees 49 minutes 19 seconds West 237.55 feet to a point on the easterly bounds of said lands of Bailey and Ciancimino at the northwesterly corner of lands described in a deed to Bette P. Bailey and Barbara Ciancimino recorded in Deed Liber 1389 at Page 307;

thence running along the northerly bounds of lands described in said Deed Liber 1389 at Page 307, South 68 degrees 42 minutes 36 seconds East 180.94 feet to a point at the northeasterly corner of lands described in said Deed Liber 1389 at Page 307 on the westerly bounds of lands described in a deed to Continental Cottages, Inc. recorded in Land Records Liber 3484 at Page 58;

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thence running along the westerly and a northerly bounds of said lands of Continental Cottages, Inc., North 17 degrees 25 minutes 14 seconds East 13.27 feet and South 68 degrees 15 minutes 46 seconds East 30.00 feet to a point on the northerly bounds of said lands of Continental Cottages, Inc.;

thence running along the westerly and northerly bounds of a small deed gap parcel, North 17 degrees 25 minutes 14 seconds East 33.00 feet and South 68 degrees 15 minutes 46 seconds East 109.84 feet;

thence running along the easterly bounds of said small deed gap parcel for a portion of the way, running to and along the bounds of said lands of Continental Cottages, Inc., South 17 degrees 25 minutes 14 seconds West 45.00 feet to a corner of said lands of Continental Cottages, Inc.;

thence running along the bounds of said lands of Continental Cottages, Inc., South 68 degrees 29 minutes 35 seconds East 268.34 feet, North 17 degrees 39 minutes 21 seconds East 150.00 feet to a 1-1/4 inch diameter iron pipe found, South 68 degrees 28 minutes 19 seconds East 200.00 feet and South 17 degrees 39 minutes 21 seconds West 150.00 feet to a point at a corner of said lands of Continental Cottages, Inc. at the northeasterly corner of lands described in a deed to 387 Fraser Road LLC recorded as Instrument No. 2012-4353 and a northwesterly corner of lands described in a deed to John Kapek recorded in Land Records Liber 2810 at Page 310;

thence running along the bounds of said lands of Kapek, South 68 degrees 46 minutes 01 seconds East 61.51 feet and North 16 degrees 57 minutes 54 seconds East 494.85 feet to a 7/8-inch diameter iron pipe found at the northwesterly corner of said lands of Kapek;

thence running along the northeasterly bounds of said lands of Kapek for a portion of the way, running to and along the northeasterly bounds of lands described in a deed to Joseph Kroboth recorded as Instrument No. 2012-7095 for a portion of the way, running to and along the northeasterly bounds of lands described in a deed to KL Housing Corp. recorded in Land Records Liber 3113 at Page 601, running through a 1/2-inch diameter iron rod found at 175.98 feet, South 68 degrees 33 minutes 25 seconds East 263.98 feet to the northeasterly corner of said lands of KL Housing Corp.;

thence running along the easterly bounds of said lands of KL Housing Corp., South 16 degrees 57 minutes 54 seconds West 825.00 feet to a point within a 4" sapling with a 1-inch diameter iron pipe at its base on the assumed northerly bounds of said Fraser Road at the southeasterly corner of said lands of KL Housing Corp.;

thence running along the assumed northerly bounds of said Fraser Road, South 68 degrees 33 minutes 25 seconds East 33.18 feet to the point of beginning, containing 280.80 acres of land.

SUBJECT to and together with the benefits and burdens of a Water Supply Agreement recorded in Deed Liber 1200 at Page 87.

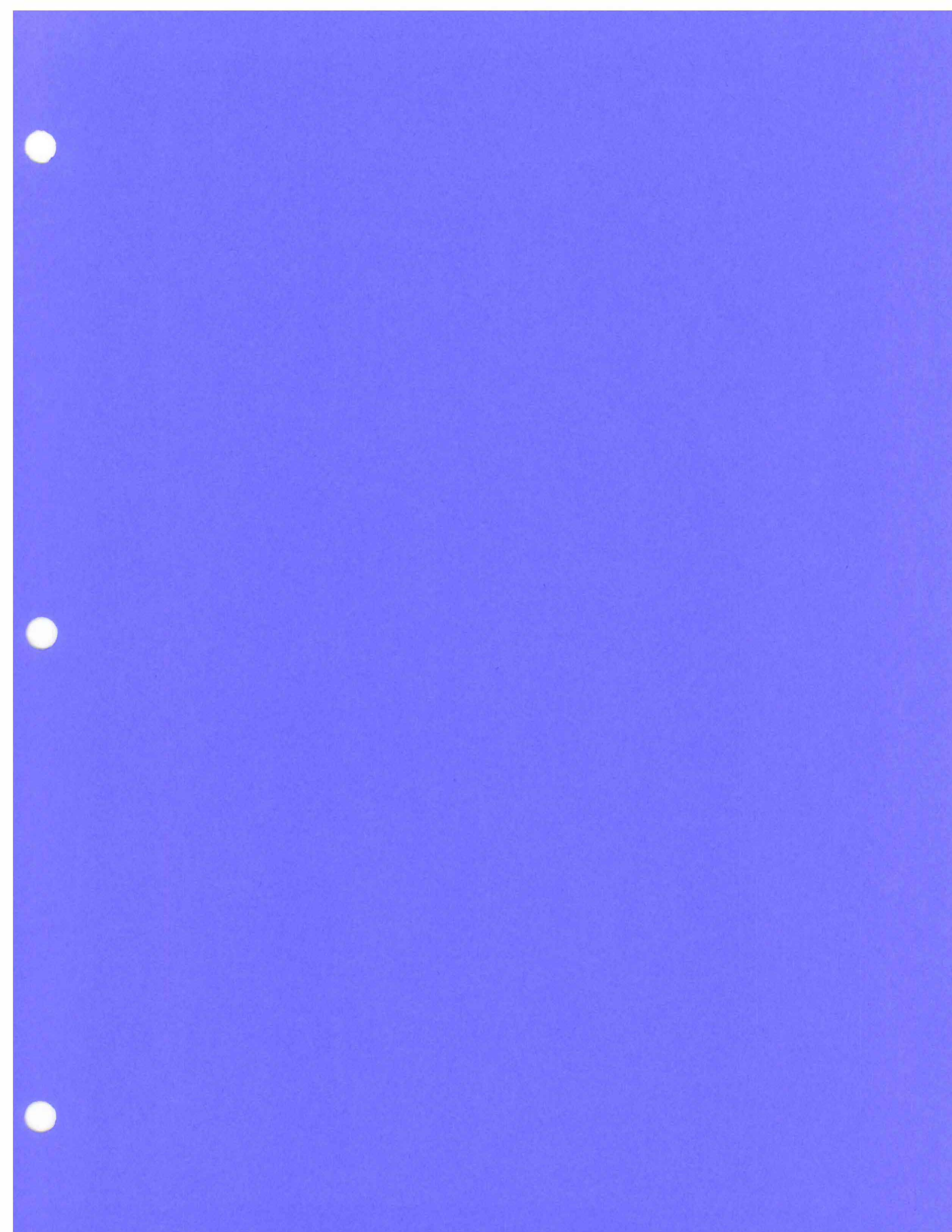
SUBJECT to the rights of others to use the roads leading northerly and westerly from Fraser Road (see Deed Liber 727, Page 4).

SUBJECT to the rights of others to use Bailey Lake (see Deed Liber 727, Page 4).

SUBJECT to highway use/dedication of record and all easements of record.

BEARINGS are as the magnetic needle pointed in August of 2000.

PREPARED by Anthony F. Siciliano, Licensed Land Surveyor, on November 19, 2013.



SCHEDULE B LIST OF EQUIPMENT

All equipment, furniture, fixtures, machines, building materials and items of personal property and all appurtenances (A) acquired, constructed, installed and equipped in connection with the Facility located on the Wellness Center Land, more particularly described on Schedule A attached hereto, and (B) now or hereafter attached to, contained in or used in connection with the Wellness Center Land or placed on any part thereof, though not attached thereto, including but not limited to, pipes, screens, fixtures, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, telephone and information systems, furniture, rugs, movable partitions, cleaning equipment, maintenance equipment, shelving, signs, waste containers, outdoor benches, drapes, blinds and accessories, sprinkler systems and other fire prevention and extinguishing apparatus.