

AMENDED AND RESTATED LEASE TO AGENCY

THIS AMENDED AND RESTATED LEASE TO AGENCY ("Lease Agreement"), made as of the 1st day of June, 2017 by and between VETERAN NY 55 STURGIS LLC, a New York limited liability company organized under the laws of the State of New York, having a principal place of business at 465 Main Street, Suite 600, Buffalo, New York 14203 ("Company") and 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").

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 their 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, 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") created the Agency which is empowered under the Act to undertake the providing, financing and leasing of the facility described below; and

WHEREAS, on or about September 16, 2008, MG Catskill LLC ("MG") presented an application to the Agency, a copy of which is on file at the office of the Agency, whereby the Agency undertook a project which consisted of the (i) construction, installation and equipping of an office building to consist of approximately 10,000 square feet ("Building") situate on one (1) parcel of real estate consisting of approximately 1.30± acres located at 55 Sturgis Road in the Village of Monticello, Town of Thompson ("Town"), County of Sullivan, State of New York and identified on the Town tax map as Section 106, Block 1, Lot 3.1 ("Land") and related facilities; (ii) acquisition and installation thereon and therein certain furniture, fixtures, machinery, equipment and tools ("Equipment"); (iii) construction of improvements to the Building, the Land and the Equipment (collectively, the Building, the Land and the Equipment are referred to as the "Facility" or the "Project"); and (iv) lease of the Facility back from the Agency to the MG; and

WHEREAS, on or about September 1, 2009, MG and the Agency entered into an Agent Agreement pursuant to which the Agency appointed MG as its Agent to construct, install and equip the Building; and

WHEREAS, on or about September 1, 2009, MG and the Agency closed on a lease/leaseback transaction relating to the Project and in furtherance thereof entered into various agreements including but not limited to a Lease to Agency, Leaseback to Company and a Payment in Lieu of Tax Agreement (“Agency Documents”); and

WHEREAS, as contemplated by the Agent Agreement, the Building was constructed by MG at its sole cost and expense; and

WHEREAS, MG desires to transfer title to the Land and all of its rights under the Agency Documents to the Company and, subject to the terms and conditions of the Agency Documents, the Company desires to accept and purchase all of MG’s right, title and interest in and to the Land and the Project and all of its rights under the Agency Documents; and

WHEREAS, by letter dated October 27, 2016, MG has requested the Agency’s consent to such transfer and assignment; and

WHEREAS, by Resolution No. 39-16 duly adopted on November 28, 2016, Resolution No. 05-17, duly adopted on January 9, 2017 and Resolution No. 32-17 duly adopted on June 12, 2017, the Agency consented to the transfer; and

WHEREAS, by Assignment and Assumption of Lease Agreement and Related Documents and Consent of Agency of even date herewith (“Assignment”) MG transferred, assigned and conveyed to the Company the Project and all of its rights, title and interest in and to the Agency Documents, and the Company, subject to the terms and conditions of the Assignment, accepted and assumed all of MG’s obligations under the Project and the Agency Documents; and

WHEREAS, to induce the Agency to consent to the Assignment, the Company agreed to amend and restate the Agency Documents to create a direct contractual obligation between the Company and the Agency; and

WHEREAS, from and after the date of the Assignment, the Agency shall lease the Land to the Company and the Company desires to rent the Land from the Agency, upon the terms and conditions set forth in the Leaseback Agreement (as hereinafter defined).

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 Lease 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 Lease Agreement.
 - (c) The Agency will lease the Facility from the Company pursuant to this Lease Agreement, lease the Facility back to the Company pursuant to the Amended and Restated Leaseback Agreement of even date herewith ("Leaseback Agreement") 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 Lease Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the provisions of this Lease 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 Lease Agreement to facilitate the direct contractual obligation between the Agency and the Company.
- 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 limited liability company duly organized, validly existing and in good standing under the laws of the State, has the authority to enter into this Lease Agreement and has duly authorized the execution and delivery of this Lease Agreement.
 - (b) Neither the execution and delivery of this Lease Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Lease 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.

ARTICLE II

DEMISING CLAUSES AND RENTAL PROVISIONS

- 2.1. Agreement to Transfer to Agency. The Company has leased and demised or has caused to be leased and demised to the Agency a leasehold interest in the real property, including any buildings, structures or improvements thereon, described in Schedule A attached hereto. The Company agrees the Agency's interest in the Facility resulting from said conveyance will be sufficient for the purposes intended by this Lease 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 the lease or 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 the lease or title to or a lien affecting the Facility.
- 2.2. Demise of Facility. The Company hereby leases the Facility to the Agency and the Agency hereby rents and leases the Facility from the Company upon the terms and conditions of this Lease Agreement.
- 2.3. 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.
- 2.4. Duration of Lease Term; Quiet Enjoyment.
 - (a) The Company shall deliver to the Agency possession of the Facility (subject to the provisions hereof) and the leasehold estate created hereby shall commence as of the date hereof.
 - (b) The leasehold estate created hereby shall terminate the earlier at 11:59 P.M. on February 28, 2030.

- (c) The period commencing on the date described in Section 2.4(a) herein through the date described in Section 2.4(b) herein shall be herein defined as the "Lease Term".
- 2.5. Rents. The rental under this Lease Agreement shall be One (\$1.00) Dollar and other good and valuable consideration, receipt of which is hereby acknowledged by the Company.
- 2.6. Use; Lease Agreement.
- (a) The Agency shall hold and use the Land only for leaseback to the Company under the Leaseback Agreement and otherwise shall not sell or assign its rights hereunder nor the leasehold estate created thereby.
- (b) Contemporaneously with the execution and delivery of this Lease Agreement, the Agency shall enter into the Leaseback Agreement, pursuant to which the Company as agent of the Agency agrees to undertake and complete the Project. Pursuant to the Leaseback Agreement, the Company, as tenant of the Agency under the Leaseback Agreement, is required to perform all of the Agency's obligations under this Lease Agreement. Accordingly, and notwithstanding anything to the contrary contained in this Lease Agreement, the Company shall not be entitled to declare a default hereunder or exercise any rights or remedies hereunder, if any asserted default by the Agency hereunder relates to a failure by the Company, as tenant of the Agency under the Leaseback Agreement, to perform its corresponding obligations under the Leaseback Agreement.

ARTICLE III

DAMAGE, DESTRUCTION AND CONDEMNATION

- 3.1. Damage or Destruction.
- (a) If the Facility shall be damaged or destroyed (in whole or in part) at any time during the term of this Lease Agreement:
- (i) the Agency shall have no obligation to replace, repair, rebuild or restore the Facility; and
- (ii) there shall be no abatement or reduction in the amounts payable by the Company under the Leaseback Agreement.

All such replacements, repairs, rebuilding or restoration made pursuant to this Section 3.1, 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.

ARTICLE IV

SPECIAL COVENANTS

- 4.1. 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 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 construction, installation, equipping and financing of the Facility, including without limiting the generality of the foregoing, all causes of action and reasonable 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 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 Lease Agreement.

ARTICLE V

ASSIGNMENTS AND SUBLEASING; MORTGAGE AND PLEDGE OF INTERESTS

- 5.1. Assignment and Subleasing. This Lease Agreement may not be assigned in whole or in part, and the Facility may not be leased, in whole or in part, except that the Agency shall lease the leasehold interest created hereunder to the Company pursuant to the Leaseback Agreement.

ARTICLE VI

TERMINATION

- 6.1. Early Termination of Lease Agreement. The Company shall have the option at any time to terminate this 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 6.1 and upon compliance with the requirements set forth in Section 6.2 hereof.
- 6.2. Option to Terminate. Upon termination of this Lease Agreement in accordance with Section 6.1 hereof, the Company shall pay to the Agency all sums due under Sections 2.6, 3.3 and 3.7 of the Leaseback Agreement and all other sums due under the Leaseback Agreement ("Termination Payment").

6.3. Termination of Lease Agreement.

- (a) Pursuant to Section 6.2 hereof, the Agency shall deliver to the Company all necessary documents to reflect termination of this Lease 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 Lease 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 VI

GENERAL PROVISIONS

- 7.1. Notices. All notices provided for by this 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:

If to the Agency:

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

with a copy to:

GARIGLIANO LAW OFFICES, LLP
449 Broadway
P.O. Drawer 1069
Monticello, New York 12701-1069
Attn: Agency Counsel

If to the Company:

Veteran NY 55 Sturgis LLC
465 Main Street, Suite 600
Buffalo, New York 14203

with a copy to:

Gross Shuman P.C.
465 Main Street, Suite 600
Buffalo, New York 14203
Attn: Jonathan D. Schechter, Esq.

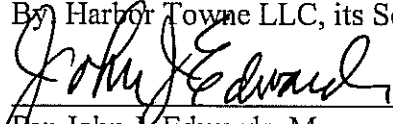
or at such other address and/or addresses as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

- 7.2. Binding Effect. This Lease Agreement shall inure to the benefit of and shall be binding upon the Agency, the Company and their respective permitted successors and assigns.
- 7.3. Waiver. No waiver of any of the provisions of this Lease Agreement shall be deemed to or shall constitute a waiver or any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.
- 7.4. Severability. If any provision of this Lease 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 Lease 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 Lease Agreement.
- 7.5. Governing Law, Venue. This Lease 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 in the County, State as the exclusive venue for resolution of any disputes which may arise under or by reason of this Lease Agreement.

- 7.6. Section Headings Not Controlling. The headings of the several sections in this Lease 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 Lease Agreement.
- 7.7. Recording and Filing. This Lease Agreement, or a memorandum thereof, shall be recorded or filed, as the case may be, in the Office of the Clerk of the County, 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.
- 7.8. No Recourse; Special Obligation. Notwithstanding anything to the contrary contained herein, the obligations and agreements of the Agency contained herein and in any other agreement executed by the Agency and in any other instrument or document supplemental thereto executed in connection herewith or therewith shall be deemed the obligation and agreements of the Agency, and not of any chief executive officer, executive director, director, officer, employee, member, agent (except the Company), representative, or their respective successors and assigns and personal representatives in his or her individual capacity, and the chief executive officer, executive director, directors, officers, employees, members, agents (except the Company), representatives, and their respective successors and assigns and personal representatives of the Agency shall not be liable personally 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. The obligations and agreements of the Agency contained herein or therein shall not constitute or give rise to an obligation of the State, the County, or any of the taxing jurisdictions and neither the State, the County, or any of the taxing jurisdictions shall be liable thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute a limited obligation of the Agency payable solely from revenues derived from the sale of the Agency's interest in the Facility.
- 7.9. Entire Agreement. This Lease Agreement together with the Agent and Project Agreement, Leaseback Agreement and the Amended and Restated Payment In Lieu of Tax 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 Lease Agreement may not be amended in any respect except by a written amendment expressly referring to this Lease Agreement and executed by the parties to be bound thereby.

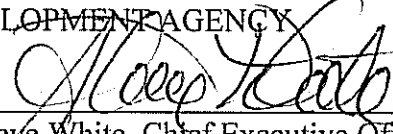
IN WITNESS WHEREOF, the Company and the Agency have caused this Lease Agreement to be executed in their respective names, all as of the date first above written.

VETERAN NY 55 STURGIS LLC
By Harbor Towne LLC, its Sole Member



By: John J. Edwards, Manager

COUNTY OF SULLIVAN INDUSTRIAL
DEVELOPMENT AGENCY



By: Steve White, Chief Executive Officer

JOHN W. GANNON
Licensed Land Surveyor
27-Prince Street - P.O. Box 71
Monticello, New York 12701
(845) 794-0562

1.30 Acre Parcel On The Southwesterly Side Of Sturgis Road In The Village Of
Monticello, To Be Conveyed To MARTCO LLC.
Monticello 106-1-3.1

ALL that tract or parcel of land situate on the southwesterly side of Sturgis Road in the Village of Monticello, Town of Thompson, County of Sullivan and State of New York, being a portion of lands described in a deed from Montivan Realty Corp. to Robert A. Rupp and Harold Sturgis, doing business as Rupp and Sturgis, and recorded in the Sullivan County Clerk's Office in Deed Liber 685 at Page 240, and intended to be all of the lands described in a deed to the Village of Monticello, recorded in Land Records Liber 1718 at Page 601, more particularly bounded and described as follows:

BEGINNING at an iron pipe found on the southwesterly bounds of Sturgis Road, a Village Street, at the most northerly corner of lands now or formerly of Ingber, being the 0.453 acre parcel described in Deed Liber 1053 at Page 194, and running thence from said point of beginning along the southwesterly bounds of said Sturgis Road, North 59 degrees 57 minutes West 323.03 feet to an iron pin at the most easterly corner of lands of Jefferson Street Realty Associates, LLC as described in Land Records Liber 2560 at Page 661; thence running along the southeasterly bounds of said lands of Jefferson Street Realty Associates, LLC, South 46 degrees 27 minutes West 92.39 feet to an iron pin at the most northerly corner of a 30 foot wide right of way granted to Concord Associates, L.P. in Land Records Liber 2210 at Page 641, said point being the most northerly corner of lands of Brenda Bisignano as described in Land Records Liber 2443 at Page 562; thence running along the northeasterly bounds of said 30 foot wide right of way and running along the northeasterly bounds of said lands described in said deed to Brenda Bisignano for the first 30 feet of this course, running to and along the northeasterly bounds of lands of said Concord Associates, L.P. for the last 433.87 feet of this course, and along the northeasterly face of the Supermarket Building on said lands of Concord Associates, L.P. for a portion of the way, South 43 degrees 43 minutes East 463.87 feet to a railroad spike at the most easterly corner of said lands of Concord Associates, L.P. on the westerly bounds of said lands of Ingber as described in Deed Liber 1053 at Page 194, being a 0.453 acre parcel; thence running along the westerly bounds of said lands now or formerly of said Ingber, North 06 degrees 16 minutes East 238.60 feet to the point of beginning, containing 1.30 acres of land.

TOGETHER with all of the rights running with the 1.30 acre parcel in and to a 50 foot wide Right of Way from Jefferson Street to the southwesterly bounds of the 1.30 acre parcel being a reserved easement in a deed from Montivan Realty Corp. to Jacob L. Rosenthal, recorded in Deed Liber 587 at page 568, which 50 foot wide right of way is more particularly described hereinafter.

AND TOGETHER with all the rights running with the 1.30 acre parcel in and to a 30 foot wide Right of Way, from Jefferson Street to the southerly line of the 1.30 acre parcel being a granted easement in the above referenced deed from Montivan Realty Corp. to Jacob L. Rosenthal.

John W. Galligan
Licensed Land Surveyor
27 Prince Street - P.O. Box 71
Monticello, New York 12701
(845) 794-0562

50 foot wide right of way or easement running from the northeasterly bounds of Jefferson Street to the southwesterly bounds of a 1.30 acre parcel described in a deed to the Village of Monticello recorded in Land Records Liber 1718 at Page 601.

ALL that tract or parcel of land situate in the Village of Monticello, Town of Thompson, County of Sullivan and State of New York, being a portion of lands of Concord Associates, L.P. as described in Land Records Liber 2210 at Page 641, intended to be lands described as a "Reserved Easement" in a deed from Montivan Realty Corp. to Jacob L. Rosenthal, recorded in the Sullivan County Clerk's Office in Deed Liber 587 at Page 468, more particularly bounded and described as follows:

BEGINNING at a point at the most easterly corner of the Shopwell Supermarket Building as it now exists on the southwesterly bounds of lands of The Village of Monticello, being a 1.30 acre parcel described in Land Records Liber 1718 at Page 601 on the northeasterly bounds of lands of Concord Associates, L.P., Land Records Liber 2210 at Page 641, said point being South 43 degrees 43 minutes East 10.0 feet, as measured along the northeasterly bounds of said lands of Concord Associates, L.P. and the southwesterly bounds of said 1.30 acre Village of Monticello Parcel, from a point at the most easterly corner of said Supermarket Building as it formerly existed, said point being South 43 degrees 43 minutes East 166.58 feet, as measured along the northeasterly bounds of said lands of Concord Associates, L.P., being the northeasterly face of said Supermarket Building most of the way, from a point at the most northerly corner of said lands of Concord Associates, L.P., said point being South 43 degrees 43 minutes East 196.58 feet, as measured along the southwesterly bounds of said 1.30 acre Village of Monticello Parcel, from a point at the most westerly corner of said 1.30 acre parcel, and running thence from said point of beginning, parallel to the southeasterly face of said Supermarket Building as it formerly existed, and running along the existing southeasterly face of said Supermarket Building for a portion of the way, running through said lands of Concord Associates, L.P. South 37 degrees 07 minutes West 347.85 feet to a point on the northeasterly bounds of Jefferson Street; thence running along the northeasterly bounds of said Jefferson Street, South 44 degrees 59 minutes East 50.48 feet to a point; thence running through said lands of Concord Associates, L.P., North 37 degrees 07 minutes East 346.73 feet to a point on the northeasterly bounds of said lands of Concord Associates, L.P. and the southwesterly bounds of said 1.30 acre Village of Monticello Parcel; thence running along the northeasterly bounds of said lands of Concord Associates, L.P. and the southwesterly bounds of said 1.30 acre Village of Monticello Parcel, North 43 degrees 43 minutes West 50.65 feet to the point of beginning.