

AGENT AGREEMENT

THIS AGENT AGREEMENT ("Agreement"), made as of the 13th day of June, 2006 by and among 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 DIMIFINI GROUP, INC. AND ROLLING V BUS CORP., domestic corporations, having their principal offices at 5008 Main Street / P.O. Box 110, South Fallsburg, New York 12779 ("Companies").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 560 of the Laws of 1970 of the State of New York ("State") pursuant to Title I of Article 18-A of the (General Municipal Law of the State of New York (collectively referred to as the "Enabling Act") as a body corporate and politic and as a public benefit corporation of the 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, the Agency is empowered under the Act to undertake the providing of financing and taking of title in the Facility (as described below); and

WHEREAS, the Companies desire to (i) construct, install and equip an expansion to the Companies' existing building consisting of approximately 2,025± square feet ("Building") situate on one (1) parcel of real estate consisting of approximately 3.26± acres to be located at 5008 Main Street in the Town of Fallsburg, County of Sullivan, in the State and identified on the Town of Fallsburg tax map as Section 60, Block 1, Lot 28.3 ("Land") intended to be used as office space and related facilities to be leased to the Agency from the Companies; (ii) acquire and install thereon and therein certain furniture, fixtures, machinery, equipment and tools ("Equipment"); (iii) construct 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 the Facility back from the Agency to the Companies; and

WHEREAS, by Resolution, dated June 13, 2006 ("Resolution"), the Agency authorized the Companies to act as its agents for the purposes constructing, installing and equipping the Facility subject to the Companies entering into this Agent Agreement.

NOW THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. Scope of Agency. The Companies hereby agree to limit their activities as agent for the Agency under the authority of the Resolution to acts reasonably related to the constructing, installing and equipping the Facility. The right of the Companies to act as agent of the Agency shall expire on August 15, 2006 unless the Companies enter into a Lease Agreement and PILOT Agreement with the Agency by such date.
2. Representations and Covenants of the Companies. The Companies make the following representations and covenants in order to induce the Agency to proceed with the Project:
 - (a) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this 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 the Companies are a party or by which they are 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 Companies under the terms of any such instrument or agreement, either individually or jointly.
 - (b) 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 Companies, individually and jointly shall defend, indemnify and hold the Agency harmless from any liability or expenses resulting from any failure by the Companies to comply with the provisions of this subsection (b).
 - (c) 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 Companies, threatened against or affecting the Companies, to which the Companies are a party, individually or jointly, and in which an adverse result would in any way diminish or adversely impact on the Companies' ability to fulfill its obligations under this Agreement.
 - (d) The Companies covenant (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 Companies, individually and jointly 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 in full compliance at all times with all applicable laws, rules, and regulation, 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 Companies upon receiving any information or notice contrary to the representations contained in this Section (d) shall immediately notify the Agency in writing with full details regarding the same. The Companies, individually and jointly hereby release the Agency from liability with respect to, and agree individually and jointly to defend, indemnify, and hold harmless the Agency, its executive director, directors, officers, employees, members, agents, representatives, 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 Subsection (d). 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 Companies agree to pay the expenses of same to the Agency upon demand, said obligation to be accepted by the Companies jointly and severally.

3. Hold Harmless Provision. The Companies, individually and jointly hereby release the Agency from, agree that the Agency shall not be liable for, and agree to indemnify, defend and hold the Agency and its executive director, directors, officers, employees, members, agents (except the Companies), representatives, their respective successors and assigns and personal representatives harmless from and against any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the 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 breach by the Companies of this Agreement or (ii) liability arising from or expense incurred by the Agency's construction, installation and equipping of the Facility; and owning and leasing of the Facility, including without limiting the generality of the foregoing, all causes of action and reasonable attorneys' fees and any other expense, incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or its respective executive director, directors, officers, employees, members, agents (except the Companies), and representatives, their respective successors and assigns and personal representatives and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability, except that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the Agency or any other person or entity to be indemnified.
4. Insurance Required. Effective as of the date hereof and until the Agency consents in writing to a termination, the Companies 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 Companies.
- (b) Worker's compensation insurance, disability benefits insurance, and each other forms of insurance which the Agency or the Companies are required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Companies 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 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 Companies by any applicable Worker's Compensation Law; and a blanket excess liability policy in the amount not less than \$2,000,000, protecting the Companies against any loss or liability or damage for personal injury or property damage.

5. Additional Provisions Respecting Insurance.

- (a) All insurance required by Section 4(a) hereof shall name the Agency as a named insured and all other insurance required by Section 4 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 Companies (and reasonably satisfactory to the Agency) and authorized to write such insurance in the State. Such insurance must be written with deductible amounts not exceeding \$2,500.00. All policies evidencing such insurance shall provide for (i) payment of the losses of the Companies and the Agency as their respective interest may appear, and (ii) at least thirty (30) days written notice of the cancellation thereof to the Companies 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 Agreement. Prior to expiration of the policy evidenced by said certificates, the Companies shall furnish the Agency evidence that the policy has been renewed or replaced or is no longer required by this Agreement.

6. Counterpart Signatures. This 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.

7. 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:

To the Agency:

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

with a copy to:

Steven Vegliante
Attorney at Law
394 Route 17B
Monticello, New York 12701

To the Companies:

Dimifini Group, Inc.
5008 Main Street / P.O. Box 110
South Fallsburg, New York 12779

Rolling V Bus Corp.
5008 Main Street / P.O. Box 110
South Fallsburg, New York 12779

with a copy to:

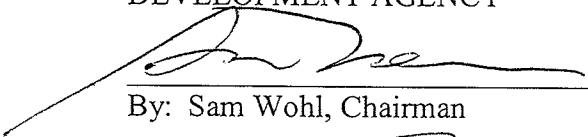
Garigliano Law Offices, LLP
449 Broadway / P.O. Drawer 1069
Monticello, New York 12701
Attn: Timothy S. McCausland, Esq.

or at such other 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.

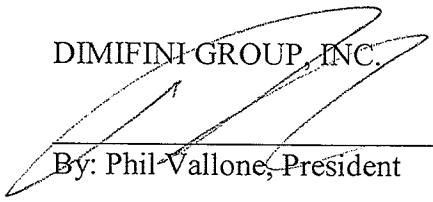
8. Governing Law. This Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State applicable to agreements executed and to be wholly performed therein. The parties hereto designate a court of proper jurisdiction located in Sullivan County as the sole venue for resolution of any disputes, which may arise under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

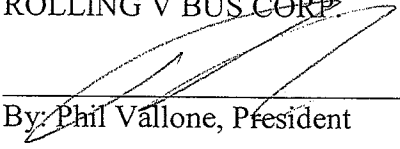
COUNTY OF SULLIVAN INDUSTRIAL
DEVELOPMENT AGENCY


By: Sam Wohl, Chairman

DIMIFINI GROUP, INC.


By: Phil Vallone, President

ROLLING V BUS CORP.


By: Phil Vallone, President