

HEAD LEASE TERMINATION AGREEMENT AND CANCELLATION OF
MEMORANDUM OF HEAD LEASE

Dated as of December __, 2020

Relating to that certain

HEAD LEASE AGREEMENT

between

155 CORPORATE DRIVE, LLC

as lessor

and

COUNTY OF ROCKLAND INDUSTRIAL DEVELOPMENT AGENCY,

as lessee

Originally dated as of August 28, 2013

and recorded in the Land Records of the Clerk of the County of Rockland, State of New York
on September 26, 2013 in Instrument #2013-35900

Street Address:	155 and 40 Corporate Drive
Tax ID Number:	Section 73.15, Block 1, Lot 18 and Section 73.19, Block 1, Lot 1
City:	Orangeburg
County:	Rockland
State:	New York

HEAD LEASE TERMINATION AGREEMENT AND CANCELLATION OF MEMORANDUM OF HEAD LEASE

This HEAD LEASE TERMINATION AGREEMENT AND CANCELLATION OF MEMORANDUM OF HEAD LEASE, dated as of December __, 2020 (this "Agreement"), between 155 CORPORATE DRIVE, LLC, a New Jersey Limited Liability Company, with offices at 570 Commerce Boulevard, Carlstadt, New Jersey 07072 (the "Company" or the "Lessor"), and the County of Rockland Industrial Development Agency, a corporate governmental agency, constituting a public benefit corporation of the State of New York with an address at 67 North Main Street, Third Floor, New City, New York 10956 (the "Agency" or the "Lessee").

WITNESSETH:

WHEREAS, the Company, as lessor, and the Agency, as lessee, previously entered into a certain Head Lease Agreement dated as of August 28, 2013 (the "Head Lease"), pursuant to which certain realty (the "Project Realty") described in Exhibit A was leased by the Company to the Agency, record notice of which was recorded by a Memorandum of Head Lease in the Land Records of the Clerk of the County of Rockland, State of New York, on September 26, 2013 as Instrument #2013-35900 (the "Memorandum"); and

WHEREAS, the Agency and the Company wish to acknowledge hereby that the Head Lease and the Memorandum has been cancelled and terminated as of the date hereof and that the Head Lease and the Memorandum is of no further force and effect as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, the Agency and the Company mutually agree as follows:

Section 1. Termination of Head Lease. The Agency and the Company mutually agree that, effective as of the date hereof, the tenancy of the Agency created pursuant to the Head Lease and the Memorandum shall terminate, and the respective rights, duties and obligations of the Company and the Agency thereunder shall cease and terminate and the Head Lease and the Memorandum shall be cancelled, terminated and of no further force or effect.

Section 2. Compliance with Head Lease. The Company acknowledges that, to its knowledge, it has complied with all of its covenants and obligations under the Head Lease, including but not limited to its covenants regarding environmental matters.

Section 3. Survival. The Agency and the Company mutually agree that all of the Company's and the Agency's obligations which are expressly stated to survive the termination or expiration of the Head Lease, shall survive the termination and expiration of the Head Lease.

Section 4. Authority; Execution of Counterparts. The Company and the Agency hereby represent and warrant to each other that all necessary action has been taken to enter into this Agreement and that the persons signing this Agreement on behalf of the Company and the Agency, respectively, have been duly authorized to do so. This Agreement may be executed simultaneously in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5. Recording of Agreement. The Company, or the Agency, shall cause this Agreement to be recorded, as soon as is practicable, in the Land Records of the Clerk of the County of Rockland, State of New York.

[Signature Page Follow]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed in its name by a duly Authorized Representative, and the Agency has caused this Agreement to be executed in its name by a duly authorized officer, all as of the day and year first above written.

155 CORPORATE DRIVE, LLC

By: 155 Corporate Dive Member, LLC,
its sole Member

By: Russo-Sentinel Manager, LLC,
its Manager

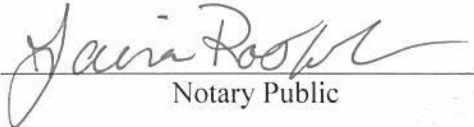
By: 
Name: Edward Russo
Title: Manager

COUNTY OF ROCKLAND
INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: Steven H. Porath
Title: Executive Director

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

On the 7th day of December, 2020, the undersigned, a Notary Public in and from said State, personally appeared **EDWARD RUSSO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon the behalf of whom the individual acted, executed the instrument.



Notary Public

JAINA ROSLOKKEN
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2426630
MY COMMISSION EXPIRES OCT. 26, 2022



IN WITNESS WHEREOF, the Company has caused this Agreement to be executed in its name by a duly Authorized Representative, and the Agency has caused this Agreement to be executed in its name by a duly authorized officer, all as of the day and year first above written.

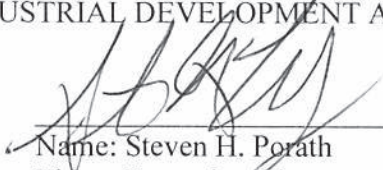
155 CORPORATE DRIVE, LLC

By: 155 Corporate Dive Member, LLC,
its sole Member

By: Russo-Sentinel Manager, LLC,
its Manager

By: _____
Name: Edward Russo
Title: Manager

COUNTY OF ROCKLAND
INDUSTRIAL DEVELOPMENT AGENCY

By:  _____
Name: Steven H. Porath
Title: Executive Director

STATE OF NEW YORK)

) SS.:

COUNTY OF ROCKLAND)

On the 8th day of December, 2020, the undersigned, a Notary Public in and from said State, personally appeared **STEVEN H. PORATH**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon the behalf of whom the individual acted, executed the instrument.



Notary Public

LINO J. SCIARRETTA
NOTARY PUBLIC, State of New York
No. 02SC6327920
Qualified in Rockland County
Term Expires July 20, 2010

9/2023

EXHIBIT A

LEGAL DESCRIPTION

[see attached]

PARCEL I

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN ORANGEBURG, THE TOWN OF ORANGETOWN, COUNTY OF ROCKLAND, STATE OF NEW YORK, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF CORPORATE DRIVE WHERE SAID LINE IS INTERSECTED BY THE DIVIDING LINE BETWEEN LANDS N/F YAMATO SCIENTIFIC AMERICA (TAX LOT 73.15-1-9) AND LANDS N/F NYNEX CORPORATION (TAX LOT 73.15-1-18), AND FROM SAID BEGINNING POINT RUNNING THENCE,

1. ALONG SAID DIVISION LINE, SOUTH 31° 27' 57" WEST A DISTANCE OF 526.26 FEET TO A CONCRETE MONUMENT FOUND, THENCE
2. ALONG THE DIVISION LINE BETWEEN THE STATE OF NEW YORK ROCKLAND COUNTY (TOWN OF ORANGETOWN) AND THE STATE OF NEW JERSEY BERGEN COUNTY NORTH 42° 33' 27" WEST A DISTANCE OF 929.88 FEET TO A POINT, THENCE
3. ALONG THE LANDS OF NYNEX CELLCO PARTNERSHIP (TAX LOT 73.15-1-19) NORTH 24° 56' 33" EAST A DISTANCE OF 656.35 FEET TO A POINT, THENCE
4. CONTINUING ALONG LANDS OF NYNEX CELLCO PARTNERSHIP NORTH 55° 35' 00" EAST A DISTANCE OF 199.90 FEET TO A POINT, THENCE
5. RUNNING ALONG THE BED OF A PRIVATE DRIVE ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 391.00 FEET, AND TURNING A CENTRAL ANGLE OF 21° 47' 29", FOR AN ARC LENGTH OF 148.50 FEET, THE CHORD OF WHICH BEARS SOUTH 19° 31' 16" EAST FOR A DISTANCE OF 147.60 FEET TO A POINT, THENCE
6. CONTINUING ALONG THE BED OF A PRIVATE DRIVE, SOUTH 08° 38' 00" EAST A DISTANCE OF 123.91 FEET TO A POINT, THENCE
RUNNING THE FOLLOWING COURSES AND DISTANCES ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF CORPORATE DRIVE:
7. ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 65.00 FEET, AND TURNING A CENTRAL ANGLE OF 144° 38' 28", FOR AN ARC LENGTH OF 164.09 FEET, THE CHORD OF WHICH BEARS SOUTH 09° 02' 57" WEST FOR A DISTANCE OF 123.86 FEET TO A POINT; THENCE
8. ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, TURNING A CENTRAL ANGLE OF 49° 06' 40", FOR AN ARC LENGTH OF 21.44 FEET, THE CHORD OF WHICH BEARS SOUTH 38° 42' 57" EAST FOR A DISTANCE OF 20.78 FEET TO A POINT; THENCE
9. ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 607.00 FEET, TURNING A CENTRAL ANGLE OF 28° 24' 43", FOR AN ARC LENGTH OF 301.00 FEET, THE CHORD OF WHICH BEARS SOUTH 28° 21' 59" EAST FOR A DISTANCE OF 297.93 FEET TO A POINT; THENCE
10. SOUTH 42° 34' 20" EAST FOR A DISTANCE OF 382.75 FEET TO THE POINT AND PLACE OF BEGINNING.

PARCEL II

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN ORANGEBURG, THE TOWN OF ORANGETOWN, COUNTY OF ROCKLAND, STATE OF NEW YORK, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ALONG THE RIGHT OF WAY LINE OF CORPORATE DRIVE WHERE SAID LINE IS INTERSECTED BY THE DIVIDING LINE BETWEEN LANDS N/F NYNEX CORPORATION (TAX LOT 73.19-1-1) AND LANDS N/F NYNEX CELLCO PARTNERSHIP (TAX LOT 73.15-1-19) AND FROM SAID BEGINNING POINT RUNNING THENCE,

1. ALONG LANDS OF NYNEX CELLCO, NORTH $64^{\circ} 02' 50''$ EAST A DISTANCE OF 79.83 FEET TO A POINT, THENCE

2. ALONG THE LANDS N/F TOWN OF ORANGETOWN (TAX LOT 73.15-1-17), SOUTH $58^{\circ} 41' 55''$ EAST A DISTANCE OF 536.00 FEET TO A POINT, THENCE

3. ALONG LANDS N/F VANILLA BEAN INC. (TAX 73.19-1-2), SOUTH $47^{\circ} 25' 40''$ WEST A DISTANCE OF 288.29 FEET TO A POINT, THENCE

4. ALONG THE SAID NORTHEASTERLY RIGHT OF WAY LINE OF CORPORATE DRIVE, NORTH $42^{\circ} 34' 20''$ WEST A DISTANCE OF 283.05 FEET TO A POINT, THENCE

5. CONTINUING ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF CORPORATE DRIVE ON A CURVE TO THE RIGHT WITH A RADIUS OF 547.00 FEET, TURNING A CENTRAL ANGLE OF $27^{\circ} 45' 01''$ FOR AN ARC LENGTH 264.93 FEET, THE CHORD OF WHICH BEARS NORTH $28^{\circ} 41' 50''$ WEST FOR A DISTANCE OF 262.35 FEET TO THE POINT AND PLACE OF BEGINNING.