

LEASE TERMINATION AGREEMENT AND CANCELLATION OF MEMORANDUM OF
LEASE

Dated as of December ___, 2020

Relating to that certain

LEASE AGREEMENT

between

COUNTY OF ROCKLAND INDUSTRIAL DEVELOPMENT AGENCY,

as lessor

and

155 CORPORATE DRIVE, LLC,

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 as Instrument 2013-35901

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

LEASE TERMINATION AGREEMENT AND CANCELLATION OF MEMORANDUM OF LEASE

This LEASE TERMINATION AGREEMENT AND CANCELLATION OF MEMORANDUM OF LEASE, dated as of December __, 2020 (this "Agreement"), between 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 "Lessor"), and 155 Corporate Drive, LLC, a New Jersey Limited Liability Company, with offices at 570 Commerce Boulevard, Carlstadt, New Jersey 07072 (the "Company" or the "Lessee").

WITNESSETH:

WHEREAS, the Agency, as lessor, and the Company, as lessee, previously entered into a certain Lease Agreement, dated as of August 28, 2013 (the "Lease"), pursuant to which certain realty (the "Project Realty") described therein was leased by the Agency to the Company, record notice of which was recorded by a Memorandum of Lease in the Land Records of the Clerk of the County of Rockland, State of New York, on September 26, 2013 as Instrument #2013-35901 (the "Memorandum"); and

WHEREAS, the Agency and the Company wish to acknowledge hereby that the Lease and the Memorandum has been cancelled and terminated as of the date hereof and that the 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 Lease. The Agency and the Company mutually agree that, effective as of the date hereof, the tenancy of the Company created pursuant to the Lease and the Memorandum of Lease shall terminate, and the respective rights, duties and obligations of the Company and the Agency thereunder shall cease and terminate and the Lease and the Memorandum shall be cancelled, terminated and of no further force or effect.

Section 2. Compliance with Lease. The Company acknowledges that, to its knowledge, it has complied with all of its covenants and obligations under the 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 Lease shall survive the termination and expiration of the Lease.

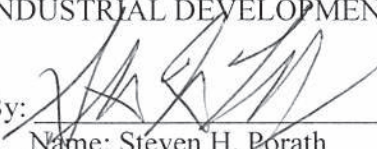
Section 4. Authority; Execution of Counterparts. The Company and the Agency hereby represent and warrant to each other that all necessary action has been taken to enter into this Agreement and that the persons signing this Agreement on behalf of the Company and the Agency, respectively, have been duly 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 Pages 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.

COUNTY OF ROCKLAND
INDUSTRIAL DEVELOPMENT AGENCY

By: 

Name: Steven H. Porath

Title: Executive Director

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

STATE OF NEW YORK)
) ss.:
COUNTY OF ROCKLAND)

On the 8th day of December, 2020, before me, 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, 2018

72025

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.

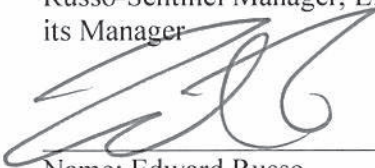
COUNTY OF ROCKLAND
INDUSTRIAL DEVELOPMENT AGENCY

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

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

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.

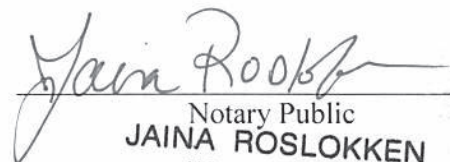

Notary Public
JAINA ROSLOKKEN
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2426630
MY COMMISSION EXPIRES OCT. 26, 2022



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 $31^{\circ} 27' 57''$ 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 $42^{\circ} 33' 27''$ 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 $24^{\circ} 56' 33''$ EAST A DISTANCE OF 656.35 FEET TO A POINT, THENCE

4. CONTINUING ALONG LANDS OF NYNEX CELLCO PARTNERSHIP NORTH $55^{\circ} 35' 00''$ 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 $21^{\circ} 47' 29''$, FOR AN ARC LENGTH OF 148.50 FEET, THE CHORD OF WHICH BEARS SOUTH $19^{\circ} 31' 16''$ EAST FOR A DISTANCE OF 147.60 FEET TO A POINT, THENCE

6. CONTINUING ALONG THE BED OF A PRIVATE DRIVE, SOUTH $08^{\circ} 38' 00''$ 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 $144^{\circ} 38' 28''$, FOR AN ARC LENGTH OF 164.09 FEET, THE CHORD OF WHICH BEARS SOUTH $09^{\circ} 02' 57''$ 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 $49^{\circ} 06' 40''$, FOR AN ARC LENGTH OF 21.44 FEET, THE CHORD OF WHICH BEARS SOUTH $38^{\circ} 42' 57''$ 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 $28^{\circ} 24' 43''$, FOR AN ARC LENGTH OF 301.00 FEET, THE CHORD OF WHICH BEARS SOUTH $28^{\circ} 21' 59''$ EAST FOR A DISTANCE OF 297.93 FEET TO A POINT; THENCE

10. SOUTH $42^{\circ} 34' 20''$ 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.