

AGREEMENT OF LEASE made as of the 18th day of January, 2023, by and between **TOWN OF TUSTEN**, a municipality duly organized and existing under and by virtue of the laws of the State of New York, having an address at 210 Bridge Street, P.O. Box 195, Narrowsburg, New York 12764 (“Landlord”), and **AMJR LLC d/b/a Big Eddy Brewing Co.**, a limited liability company duly organized and existing under and by virtue of the laws of the State of New York, having an address at 10 Lake Street, Narrowsburg, New York 12764 (“Tenant”).

Section 1
Description, Lease and Use of Premises

1.1 Landlord leases to Tenant, and Tenant hires from Landlord, the building having a street address of 93 Main Street, Narrowsburg, New York 12764 (“the Building”), together with exterior grounds adjacent to the Building bounded by the street at the front of the Building, the grassy berm at the rear of the Building, a walkway on the former drive-in teller window (northerly) side of the Building of sufficient width to comply with Americans With Disability standards, and the outer edge of the paved driveway on the other (southerly) side of the building (collectively with the Building, “the Premises”) as depicted on Exhibit A annexed hereto, situated upon the parcel of land depicted on Exhibit B annexed hereto and incorporated herein (“the Parcel”).

1.2 The Premises are leased to be used and occupied for the purpose of operating a brewery and associated dining establishment, consisting of a 10bbl Brewhouse serviced by a dedicated 400+ amp 3 phase electrical panel, as well as other uses that are customarily appurtenant thereto. Tenant agrees to restrict its use to such purposes, and not to use, or permit the use of, the Premises for any other purpose without first obtaining the consent in writing of Landlord. Tenant shall obtain at its sole cost and expense any and all governmental or municipal licenses, approvals or permits required for Tenant’s use of the Premises as aforesaid.

1.3 Landlord hereby grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers, customers and invitees, during the Term of this lease, the non-exclusive right to use, in common with Landlord and its employees, guests and other invitees, including the general public, the Common Areas (as hereinafter defined) as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or restrictive covenants governing the use of the Building or the Parcel. Landlord reserves the right to grant easements on the Parcel, to allow third parties to use all internal access ways constructed on the Parcel, to make boundary adjustments to the Parcel, and to dedicate for public use portions of the Parcel, including without limitation any public streets or any other improvements, without Tenant's consent. Landlord shall at all times maintain and operate the Common Areas in good repair and condition.

1.3 The term “Common Areas” as used herein means all areas and facilities outside the Premises, within the exterior boundaries of the Parcel, that are provided and designated from time to time for the general non-exclusive use and convenience of Tenant

and of other parties having the common use of such areas, and their respective authorized representatives and invitees. Common Areas include, without limitation, driveways, sidewalks, and landscaped areas. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas.

1.4 Tenant acknowledges that the foregoing rights of Tenant to use the Common Areas are subject to the rights of Landlord or any other party or parties responsible for the operation and maintenance of the Common Areas to:

1.4.1 make changes and reductions to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, areas, ingress, egress, direction of traffic, landscaped areas and walkways;

1.4.2 close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

1.4.3 add additional improvements to the Common Areas;

1.4.4 use the Common Areas while engaged in making additional improvements, repairs or alterations to the Parcel, or any portion thereof; and

1.4.5 do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Parcel, as may be appropriate, in the exercise of sound business judgment.

1.5 Tenant and Tenant's agents, employees, and invitees shall faithfully observe and comply with any rules and regulations as may from time to time be prescribed for the purpose of maintaining the proper care, cleanliness, safety, traffic flow and general order of the Common Areas and the Parcel.

Section 2 Term

2.1 The term of this lease is five (5) years, beginning on the first day of the month following the date on which Tenant is granted final site plan and special use approval by the Town of Tusten Planning Board for the use of the Premises as contemplated pursuant to Section 1.2 above and Section 24.1 below, or the date on which the permissive referendum requirements set forth in Section 24.2 below are satisfied, whichever is later ("the Commencement Date") and ending on the last day of the month prior to the fifth anniversary of the Commencement Date ("the Term").

2.2 The Tenant shall have the right to renew this lease for an additional period of five (5) years, commencing on the fifth anniversary of the Commencement Date and ending on the last day of the month prior to the tenth anniversary of the Commencement

Date (“the Renewal Period”). In order to exercise such right to renew, Tenant give written notice of renewal not less than six (6) months prior to the expiration of the Term.

Section 3 Rent and Security

3.1 Tenant agrees to pay Landlord rent in advance in monthly installments as follows:

3.1.1 in the sum of \$1,250.00 on the Commencement Date and on the first day of each of the first, second, third and fourth months following the Commencement Date;

3.1.2 in the sum of \$2,900.00 on the first day of each of the fifth through twelfth months following the Commencement Date; and

3.1.3 beginning on the first anniversary of the Commencement Date and on each of succeeding anniversary of the Commencement Date for the remainder of the Term and the Renewal Period, the monthly rent shall increase annually by an amount equal to 3.00% of last month’s rent payable for the preceding year.

3.2 Upon the execution of this lease, Tenant, as and for security for the payment of such rent, the performance of Tenant’s obligations under this lease and the surrender of the Premises in good condition at the end of the term, Tenant shall deposit with Landlord upon the signing of this lease the sum of \$2,900.00, which Landlord shall not be required to maintain in a segregated account or pay any interest thereon.

Section 4 Tenant’s Additional Obligations

4.1 Beginning as of the Commencement Date, Tenant shall at its sole cost and expense pay all County-Town, School, Special District and other real property taxes levied against the Premises during the Term and any Renewal Period as the same become due.

4.2 Beginning as of the Commencement Date, Tenant shall at its sole cost and expense pay all water, sewer, electric, gas, fuel (heating and cooking), solid waste removal, telephone, communications, cable television, internet and other utility rates or charges billed with respect to the Premises during the Term and any Renewal Period as the same become due.

4.3 Beginning as of the Commencement Date, Tenant shall during the Term and any Renewal Period at its sole cost and expense insure and keep insured in the name of Landlord the Building and Premises from loss or damage by fire and other casualties in an amount sufficient to cover the replacement cost thereof. Such insurance shall be obtained from insurance companies approved by Landlord. The premiums for such insurance shall be paid prior to the due date established by the insurance companies and

Tenant shall deliver to Landlord receipts or proof of payment of such premiums prior to the due date thereof. Tenant shall also deliver to Landlord the policies of insurance. In the event that Tenant shall at any time fail to insure or keep insured the Building and Premises as aforesaid, Landlord may do all things necessary to effect or maintain such insurance, and any moneys expended by Landlord for such purpose shall be repayable by Tenant on demand and may be recovered as rent in arrears.

4.4. Each of Tenants obligations pursuant to Sections 4.1 through 4.3 above shall constitute additional rent.

Section 5 Acceptance, Improvements, Maintenance and Repair

5.1 Tenant has inspected and knows the condition of the Premises and accepts the same in their present condition, **AS IS**, with the sole exception that Landlord agrees that prior to the Commencement Date Landlord shall remove from the Building all non-built-in contents with the exception of any items thereof that Tenant informs Landlord in writing Tenant's desire that such items remain.

5.2 Tenant agrees that Landlord shall be under no obligation to rebuild, replace, repair, alter or improve the Premises prior to the Commencement Date or at any time thereafter during the Term or any Renewal Period, except as otherwise provided in this lease. Landlord agrees that Tenant may make such alterations and improvements to the Premises as it may reasonably deem desirable for Tenant's use thereof and may, at Tenant's option and expense, at any time and from time-to-time at any time after the Commencement Date and during the Term and any Renewal Period avail itself of any one or more of the following alternatives:

5.2.1 Alter or remodel the Building interior or exterior, provided that any structural changes must first be approved in writing by Landlord after consultation by Landlord with an engineer, architect or other professional to satisfy itself that no such structural changes will impair the structural integrity of the Building, the expense of such consultation to be borne by Tenant; and

5.2.2 Construct or install improvements or additions comprised of a walkway on the former drive-in teller window side of the Building wide enough to comply with applicable American with Disabilities standards and a roof top deck/bar, provided with respect to such roof top deck/bar that prior to construction Tenant provides Landlord with plans, specifications and sufficient information so that Landlord may consult with an engineer, architect or other professional to determine that such roof top deck/bar will not impair the structural integrity of the Building, the expense of such consultation to be borne by Tenant.

5.3 Tenant shall, at its own cost and expense, maintain in good condition and repair, and replace as necessary, the entire interior and exterior of the Premises, including but not limited to, the heating, air conditioning and ventilation systems, glass, windows

and doors, sprinkler, all plumbing and sewage systems, roof, doors, signs, fixtures, walls, and wall finishes (including but not limited to, painting of interior and exterior walls), floors, ceilings, columns, storefronts, sidewalks, plate glass, skylights, pipes, mains, water and sewer connections, entrance doors, door jams, all electrical facilities and equipment including, without limitation, lighting fixtures, lamps, fans and any exhaust equipment and systems, electrical motors, and all other appliances, fixtures and equipment of every kind and nature located in, upon or about the Premises. Tenant shall also be responsible at its sole cost and expense to provide snow and ice removal from the sidewalk in front of the Building, the walkway along the former drive-in teller window (northerly) side of the Building, the driveway along the other (southerly) side of the Building and the area between the Building and the grassy berm to the rear of the Building. All such maintenance, repairs and replacements shall be of first class quality and sufficient for the proper maintenance and operation of the Premises. Tenant shall keep and maintain the Premises safe, secure and clean, specifically including, but not by way of limitation, removal of waste and refuse matter. Tenant shall not permit anything to be done upon the Premises (and shall perform all maintenance and repairs thereto so as not) to invalidate, in whole or in part, or prevent the procurement of any insurance policies which may, at any time, be required under the provisions of this lease. Tenant shall not obstruct or permit the obstruction of any parking area, adjoining street or sidewalk.

5.4 Upon the expiration of the Term or any Renewal Period, Tenant shall surrender the Premises broom clean, in as good condition as the reasonable use thereof will permit. All damage or injury to the Premises not caused by fire or other casualty, all violations of any codes, laws or ordinances, respecting the Premises arising out of Tenant's acts or omissions, and all damage to glass, windows, walls, ceilings, flooring and doors shall be promptly repaired and corrected by Tenant; provided, however, that Tenant shall not be required to make any repairs, alterations or improvements required to comply with applicable laws (i) unless required as a result of Tenant's particular use of the Premises, or (ii) unless required as a result of any tenant improvements made by or on behalf of Tenant pursuant to the provisions of Section 5.2 above. All improvements made by Tenant to the Premises, whether pursuant to the provisions of Section 5.2 above or otherwise, shall become the property of Landlord (excluding trade fixtures that are not built into the Premises and equipment and machinery).

5.5 Landlord shall keep, maintain, repair and replace the Common Areas, including, as necessary, snow and ice removal and make or cause to be made, all repairs and necessary replacements to the "structural components" (as hereinafter defined) of the Building. For purposes of this lease, the phrase "structural components" shall mean the exterior roof, exterior face of the exterior walls (excluding windows, window frames, doors and door frames and excluding painting of exterior walls) and foundation of the Building. Landlord's obligation shall exclude the cost of any maintenance or repair required because of the act or negligence of Tenant or any of Tenant's agents, contractors, employees, licensees or invitees, the cost of which shall be the responsibility of Tenant. Landlord shall never have any obligation to repair, maintain or replace, pursuant to this provision or any other provision of this lease, improvements made by Tenant to the Premises, whether pursuant to the provisions of Section 5.2 above or otherwise.

5.6 Landlord shall not be liable to Tenant or to any other person for any damage occasioned by failure in any utility system or by the bursting or leaking of any vessel or pipe in or about the Premises, or for any damage occasioned by water coming into the Premises or arising from the acts or neglects of occupants of adjacent property or the public.

5.7 Tenant shall, at its own cost and expense, promptly and properly observe, comply with and execute, all present and future orders, regulations, directions, rules, laws, ordinances and requirements of all Governmental authorities, (including but not limited to State, Municipal, County and Federal Governments and their departments, bureaus, boards, and officials), and shall comply with loss control requirements issued by Landlord's insurance company(ies), affecting the Premises and Tenant's use thereof, and save Landlord harmless from expense or damage resulting from failure to do so.

5.8 Prior to performing any work on the Premises, Tenant shall obtain at its sole cost and expense all required permits and approvals and upon completion of any such work obtain at Tenant's sole cost and expense all required certificates of occupancy or completion.

Section 6 Liability Insurance and Indemnification

6.1 Tenant covenants and agrees that from and after the Commencement Date, Tenant will carry and maintain, at its sole cost and expense, liability insurance in the commercial general liability form (or reasonable equivalent thereto) covering the Premises and Tenant's use thereof against claims for personal injury or death, property damage and product liability occurring upon, in or about the Premises, such insurance to be written on an occurrence basis (not a claims made basis), with combined single limit coverage of not less than \$1,000,000.00 and with a general aggregate limit of not less than \$2,000,000.00 for each policy year. The insurance coverage required shall, in addition, extend to any liability of Tenant arising out of the indemnities by Tenant provided in this lease and, if necessary, the policy shall contain a contractual endorsement to that effect.

6.2 All policies of the insurance provided for in Section 6.1 above shall be issued in form reasonably acceptable to Landlord by insurance companies with a rating of not less than "A," as established in the most current available "Best's Insurance Reports", and licensed to do business in New York State. Each and every such policy:

6.2.1 shall name Landlord and any other party reasonably designated by Landlord, as an additional insured, to the extent of the obligations of Tenant to Landlord under this lease which are insurable;

6.2.2 shall contain a provision that the insurer will give to Landlord and such other parties in interest at least thirty (30) days notice in writing in advance of any material change, cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance; and

6.2.3 shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry.

6.3 A certificate of insurance shall be delivered to Landlord prior to the Commencement Date and thereafter within thirty (30) days prior to the expiration of each such policy, and, as often as any such policy shall expire or terminate; with respect to any certificates of insurance delivered pursuant to this Section, Tenant shall, upon written request of Landlord, provide the Landlord within thirty (30) days a copy of the provisions of the policy evidenced by the certificate which govern or limit the coverage for the Premises, certified by the carrier or its agent to be correct and complete; renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent.

6.4 In the event that Tenant shall fail to carry and maintain the insurance coverages set forth in this Section 6, Landlord may upon thirty (30) days notice to Tenant (unless such coverages will lapse in which event no such notice shall be necessary) procure such policies of insurance and Tenant shall promptly reimburse Landlord therefor.

6.5 Landlord and Tenant hereby waive any rights each may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective property, the Premises, its contents or to the other portions of the Building, to the extent that such loss or damage is actually covered by fire and extended coverage insurance. Landlord and Tenant each agree that, to the extent a waiver of subrogation is obtainable from their respective insurance companies insuring the property of either Landlord or Tenant, waiving any right of subrogation that such insurers may have against Landlord or Tenant, as the case may be, for any such loss, such waiver of subrogation shall be contained in their respective policies. If, for any reason, Tenant fails to insure its personal property and contents (including inventory) within the Premises, Tenant shall conclusively be deemed to have waived any claim against or recovery from Landlord to the extent that any such claim or recovery would have been covered by an "all risks" casualty insurance policy for such personal property and contents and therefore would have been within the scope of a waiver of subrogation contained in such policy of insurance.

6.6 Tenant covenants at all times to save Landlord harmless from all loss, liability, cost, expense or damages that Landlord may incur or which may be claimed with respect to any person or persons, corporation, or property on or about the Premises or resulting from any act done or omission by or through the Tenant, its agents, employees, invitees, or any person on the Premises by reason of Tenant's use. This indemnification by Tenant of Landlord shall survive the termination of this lease.

Section 7
Intentionally Omitted

Section 8
Prohibition against Waste, Nuisance, or Unlawful Use

8.1 Tenant shall not commit, or allow to be committed, any waste on the Premises, create or allow any nuisance to exist on the Premises, or use or allow the Premises to be used for an unlawful purpose. None of the uses of the Premises permitted pursuant to this lease shall constitute waste or nuisance.

Section 9
Partial Destruction of Premises

9.1 Partial destruction of the leased Premises shall not render this lease void or voidable, or terminate it except as herein provided. If the Premises are partially destroyed during the term of this lease, Landlord shall have the option to repair them, when such repairs can be made in conformity with local, state, and federal laws and regulations, within sixty (60) days of the partial destruction and at a cost fully covered by available insurance. Rent for the Premises will be reduced proportionally to the extent to which the repair operations interfere with the normal conduct of Tenant's business on the Premises. If the repairs cannot be so made within the time limited, Landlord has the option to make them within a reasonable time and continue this lease in effect with proportional rent abatement. If the repairs cannot be so made in sixty (60) days, and if Landlord does not elect to make them within a reasonable time, either party to this lease has the option to terminate the lease.

Section 10
Landlord's Right To Inspect, Repair, and Maintain Premises

10.1 Tenant agrees to permit Landlord and the authorized representatives of Landlord to enter upon the Premises at all reasonable times for the purposes of inspecting the Premises, ascertaining Tenant's compliance with this lease, curing any Event of Default and making any repairs required to be performed by Landlord; provided that, except in the case of an emergency, Landlord shall give Tenant reasonable prior notice of Landlord's intended entry upon the Premises. Nothing herein shall imply any duty upon the part of Landlord to do any work required of Tenant hereunder, and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform it. Landlord shall not be liable for inconvenience, annoyance, disturbance or other damage to Tenant by reason of making such repairs or the performance of such work in the Premises or on account of bringing materials, supplies and equipment into or through the Premises during the course thereof and the obligations of Tenant under this lease shall not thereby be affected; provided, however, that Landlord shall use reasonable efforts not to interfere with Tenant's operations in the Premises in making such repairs or performing such work. Landlord also shall have the right, upon giving prior notice (which may be given verbally) to Tenant, to enter the Premises at all reasonable times to exhibit the Premises to any prospective purchaser, or tenant.

Section 11
Compliance With Laws

11.1 Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state and local governments and of any and all of their departments and bureaus applicable to the Premises, for correction, prevention and abatement of nuisances, or other grievances, in, upon or connected with the Premises during the term of this lease and any renewals or extensions.

Section 12
Posting of Signs by Landlord

12.1 Landlord reserves the right to place "For Sale" signs on the Premises at any time during the Term or any Renewal Period, or "For Lease" or "For Rent" signs on the Premises at any time within sixty (60) days of expiration of the Term or any Renewal Period.

Section 13
Assignment or Sublease

13.1 Tenant agrees not to assign or sublease the Premises, any part of the Premises, or any right or privilege connected therewith, or to allow any other person, except Tenant's agents and employees, to occupy the Premises or any part of the Premises, without first obtaining Landlord's written consent. One consent by Landlord shall not be consent to a subsequent assignment, sublease, or occupation by other persons. Tenant's unauthorized assignment, sublease, or license to occupy shall be void, and shall terminate this lease at Landlord's option. Tenant's interest in this lease is not assignable by operation of law, nor is any assignment of its interest, without Landlord's prior written consent.

Section 14
Default

14.1 The occurrence of any one or more of the following events shall constitute an "Event of Default" of Tenant under this lease:

14.1.1 if Tenant fails to pay monthly rent or any additional rent hereunder as and when such rent becomes due;

14.1.2 if Tenant permits to be done anything which creates a lien upon the Premises and fails to discharge, bond such lien or post security with Landlord acceptable to Landlord within thirty (30) days after receipt by Tenant of written notice thereof;

14.1.3 if Tenant fails to maintain in force all policies of insurance required by this lease and such failure shall continue for more than ten (10) days after Landlord gives Tenant notice of such failure;

14.1.4 if any petition is filed by or against Tenant under any present or future section or chapter of the Bankruptcy Code, or under any similar law or statute of the United States or any state thereof (which, in the case of an involuntary proceeding, is not permanently discharged, dismissed, stayed, or vacated, as the case may be, within sixty (60) days of commencement), or if any order for relief shall be entered against Tenant in any such proceedings;

14.1.5 if Tenant becomes insolvent or makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors;

14.1.6 if a receiver, custodian, or trustee is appointed for the Premises or for all or substantially all of the assets of Tenant, which appointment is not vacated within sixty (60) days following the date of such appointment; or

14.1.7 if Tenant fails to perform or observe any other term of this lease and such failure shall continue for more than ten (10) days after Landlord gives Tenant notice of such failure.

14.2 Upon the occurrence of any Event of Default, Landlord may, at Landlord's option, without any demand or notice whatsoever (except as expressly required in Section 14.1 above):

14.2.1 terminate this lease by giving Tenant notice of termination, in which event this lease shall expire and terminate on the date specified in such notice of termination and all rights of Tenant under this lease and in and to the Premises shall terminate. Tenant shall remain liable for all obligations under this lease arising up to the date of such termination, and Tenant shall surrender the Premises to Landlord on the date specified in such notice; or

14.2.2 terminate this lease as provided in Section 14.2.1 above and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination, represents the value of the excess, if any, of (a) the monthly rent, additional rent and all other sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the Expiration Date had this lease not been terminated, over (b) the aggregate reasonable rental value of the Premises for the period commencing with the day following the date of such termination and ending with the Expiration Date had this lease not been terminated, plus (c) the costs of recovering possession of the Premises and all other expenses incurred by Landlord due to Tenant's default, including, without limitation, reasonable attorney's fees, plus (d) the unpaid monthly rent and additional rent earned as of the date of termination plus any interest and late fees due hereunder, plus other sums of money and damages owing on the date of termination by Tenant to Landlord under this lease or in connection with the Premises, all of which excess sum shall be deemed immediately due and payable; provided, however, that such payments shall not be deemed a penalty but shall merely constitute payment of

liquidated damages, it being understood and acknowledged by Landlord and Tenant that actual damages to Landlord are extremely difficult, if not impossible, to ascertain; or

14.2.3 without terminating this lease, Landlord may, in accordance with applicable law, dispossess Tenant from the Premises pursuant to any available judicial proceeding and thereupon enter into and upon and take possession of the Premises or any part thereof. Any property then remaining in the Premises may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of Tenant without Landlord becoming liable for any loss or damage which may be occasioned thereby unless caused by Landlord's gross negligence or willful misconduct. Thereafter, Landlord may, but shall not be obligated to, lease to a third party the Premises or any portion thereof as the agent of Tenant upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Premises. The remainder of any rentals received by Landlord from such reletting, after the payment of any indebtedness due hereunder from Tenant to Landlord, and the payment of any costs and expenses of such reletting (including, without limitation, leasing commissions and costs of preparing the Premises for reletting), shall be held by Landlord to the extent of and for application in payment of future rent owed by Tenant, if any, as the same may become due and payable hereunder, plus the costs and expenses relating to reletting as described in the immediately preceding sentence. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this lease for any such previous default provided same has not been cured; or

14.2.4 without liability to Tenant or any other party and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to Tenant any property, material, labor, utilities or other service, wherever Landlord is obligated to furnish or render the same so long as Tenant is in default under this lease; or

14.2.5 with or without terminating this lease, allow the Premises to remain unoccupied and collect rent from Tenant as it comes due; provided that nothing contained in this lease will relieve Landlord of its duty to mitigate its damages to the extent required under the laws of the State of New York; or

14.2.6 Pursue such other remedies as are available at law or equity.

14.3 If this lease shall terminate as a result of or while there exists an Event of Default hereunder, any funds of Tenant held by Landlord may be applied by Landlord to any damages payable by Tenant (whether provided for herein or by law) as a result of such termination or default.

14.4 Neither the commencement of any action or proceeding, nor the settlement thereof, nor entry of judgment thereon shall bar Landlord from bringing subsequent actions or proceedings from time to time, nor shall the failure to include in any action or proceeding

any sum or sums then due be a bar to the maintenance of any subsequent actions or proceedings for the recovery of such sum or sums so omitted.

14.5 No agreement to accept a surrender of the Premises and no act or omission by Landlord or Landlord's agents during the Term shall constitute an acceptance or surrender of the Premises unless made in writing and signed by Landlord. No re-entry or taking possession of the Premises by Landlord shall constitute an election by Landlord to terminate this lease unless a written notice of such intention is given to Tenant. No provision of this lease shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party making such waiver. Landlord's acceptance of monthly rent or additional rent in full or in part following an Event of Default hereunder shall not be construed as a waiver of such Event of Default. No custom or practice which may grow up between the parties in connection with the terms of this lease shall be construed to waive or lessen either party's right to insist upon strict performance of the terms of this lease, without a written notice thereof to the other party.

14.6 If an Event of Default shall occur, Tenant shall pay to Landlord, on demand, all expenses incurred by Landlord as a result thereof, including reasonable attorneys' fees, court costs and expenses actually incurred.

Section 15 Notices

15.1 Any notice or payment required or permitted to be given or served by either party to this lease shall be deemed given when made in writing and either (i) personally delivered, (ii) deposited with the United States Postal Service, postage prepaid, to be mailed by registered or certified mail, return receipt requested, or (iii) delivered by overnight delivery service providing proof of delivery, properly addressed to the address set forth at the beginning of this lease (as the same may be changed to another address in the Continental United States by giving written notice of the change not less than ten (10) days prior to effective date of the change); provided, however, that the time period allowed for a response to any notice so given shall not commence until the date of actual receipt of the notice. Refusal to accept delivery or inability to deliver as a result of a change of address as to which no notice was properly given shall be deemed receipt.

Section 16 Environmental Matters

16.1 For purposes of this lease:

16.1.1 "Contamination" as used herein means the uncontained or uncontrolled presence of or release of Hazardous Substances (as hereinafter defined) into any environmental media from, upon, within, below, into or on any portion of the Premises, the Building, or the Parcel so as to require remediation, cleanup or investigation under any applicable Environmental Law (as hereinafter defined).

16.1.2 “Environmental Laws” as used herein means all federal, state, and local laws, regulations, orders, permits, ordinances or other requirements, concerning protection of human health, safety and the environment, all as may be amended from time to time.

16.1.3 “Hazardous Substances” as used herein means any hazardous or toxic substance, material, chemical, pollutant, contaminant or waste as those terms are defined by any applicable Environmental Laws (including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (“CERCLA”) and the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (“RCRA”) and any solid wastes, polychlorinated biphenyls, urea formaldehyde, asbestos, radioactive materials, radon, explosives, petroleum products and oil.

16.2 Tenant represents that all its activities on the Premises or the Project during the course of this lease will be conducted in compliance with all Environmental Laws. Tenant warrants that it is currently in compliance with all applicable Environmental Laws affecting the business which Tenant intends to conduct at the Premises and that there are no pending or threatened notices of deficiency, notices of violation, orders, or judicial or administrative actions involving alleged violations by Tenant of any Environmental Laws and relating to or affecting in any way the Premises. Tenant, at Tenant’s sole cost and expense, shall be responsible for obtaining all permits or licenses or approvals under Environmental Laws necessary for Tenant’s operation of its business on the Premises and shall make all notifications and registrations required by any applicable Environmental Laws to the extent applicable to the Premises. Tenant, at Tenant’s sole cost and expense, shall at all times comply with the terms and conditions of all such permits, licenses, approvals, notifications and registrations and with any other applicable Environmental Laws affecting in any way the Premises. Tenant warrants that it will obtain all such permits, licenses or approvals and make all such notifications and registrations required by any applicable Environmental Laws necessary for Tenant’s operation of its business on the Premises. Tenant shall provide Landlord promptly with copies of: (x) all permits, licenses and other governmental and regulatory approvals with respect to the use, generation, manufacture, production, storage, handling, release, discharge, removal and disposal by Tenant or Tenant’s agents of Hazardous Substances at the property on or about the Premises or the Building; and (y) each hazardous material management plan or similar document (“Plan(s)”) with respect to use, generation, manufacture, production, storage, handling, release, discharge, removal or disposal of Hazardous Substances by Tenant or Tenant’s agents necessary to comply with Environmental Laws or other Laws prepared by or on behalf of Tenant or Tenant’s agents (whether or not required to be submitted to a governmental agency).

16.3 Tenant shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Premises, the Building, or the Parcel without the prior written consent of Landlord, which consent may be granted or withheld in the absolute discretion of Landlord; provided, however, that the consent of Landlord shall not be required for cleaning supplies, toner for photocopying machines and other similar

materials, in containers and quantities reasonably necessary for and consistent with normal and ordinary use by Tenant, at the Premises, in the routine operation or maintenance of Tenant's office equipment or in the routine janitorial service, cleaning and maintenance for the Premises.

16.4 Tenant shall not cause or permit the release of any Hazardous Substances by Tenant or its agents, contractors, employees or invitees ("Tenant's Agents") into any environmental media such as air, water or land, or into or on the Premises, the Building or the Parcel in any manner that violates any Environmental Laws. If such release shall occur, Tenant shall (i) take all steps reasonably necessary to contain and control such release and any associated Contamination, (ii) clean up or otherwise remedy such release and any associated Contamination to the extent required by, and take any and all other actions required under, applicable Environmental Laws and (iii) immediately notify and keep Landlord reasonably informed of such release and response. If Tenant is notified of any investigation or violation of any Environmental Laws or other Laws arising from any activity of Tenant or Tenant's Agents at the property on or about the Premises or the Building, or if Tenant knows, or has reasonable cause to believe, that a Hazardous Substances has come to be located in, on, under or about the Premises or the property on or about the Premises or the Building, other than as previously consented to by Landlord, Tenant shall immediately give written notice of such fact to Landlord, and provide Landlord with a copy of all reports, notices, claims or other documentation which it has concerning the presence of such Hazardous Substances. In such event or in the event Landlord reasonably believes that there exists a violation of this lease or Environmental Law or other Laws by Tenant or Tenant's Agents, Landlord may conduct, at Tenant's expense, such tests and studies as Landlord deems desirable relating to compliance by Tenant or Tenant's Agents with this lease, Environmental Laws, other Laws, or relating to the alleged presence of Hazardous Substances introduced to the Premises, the Building or the property on or about the Premises or the Building by Tenant or Tenant's Agents.

16.5 Regardless of any consents granted by Landlord pursuant to (c) allowing any Permitted Hazardous Substances upon the Premises, Tenant shall under no circumstances whatsoever (i) cause or permit any activity on the Premises which would cause the Premises to become subject to regulation as a hazardous waste treatment, storage or disposal facility under RCRA or the regulations promulgated thereunder; (ii) discharge Hazardous Substances into the storm sewer system serving the Parcel; or (iii) install any underground storage tank or underground piping on or under the Premises.

16.6 Tenant shall and hereby does indemnify Landlord and hold and defend Landlord harmless from and against any and all reasonable and actual expense, loss, and liability suffered by Landlord (with the exception of those expenses, losses, and liabilities arising from Landlord's own negligence or willful misconduct), by reason of Tenant's storage, generation, handling, treatment, transportation, disposal, or arrangement for transportation or disposal, of any Hazardous Substances (whether accidental, intentional, or negligent) or by reason of Tenant's breach of any of the provisions of this Section 16. Such expenses, losses and liabilities shall include, without limitation, (i) any and all expenses that Landlord may incur to comply with any Environmental Laws as a result of

Tenant's failure to comply therewith; (ii) any and all costs that Landlord may incur in studying or remedying any Contamination at or arising from the Premises as a result of a failure by Tenant to comply with this Section 16 or Environmental Laws; (iii) any and all costs that Landlord may incur in studying, removing, disposing or otherwise addressing any Hazardous Substances which are present at the Premises as a result of a failure by Tenant to comply with this Section 16 or Environmental Laws; (iv) any and all fines, penalties or other sanctions assessed upon Landlord by reason of Tenant's failure to comply with Environmental Laws; and (v) any and all reasonable legal and professional fees and costs incurred by Landlord in connection with the foregoing. Notwithstanding the foregoing, Tenant shall have the right and obligation to undertake and perform all such studying, remedying, removing, disposing or otherwise addressing any Hazardous Substances which are the responsibility of Tenant under this Section 16, and Landlord shall not perform such acts unless (x) Landlord is specifically required by Environmental Laws to perform such acts or (y) Tenant has failed or refused to perform such acts after having been afforded reasonable notice by Landlord and having had reasonable opportunity to perform such acts. The indemnity contained herein shall survive the termination or expiration of this lease.

16.7 Landlord shall have the right, but not the obligation, to enter the Premises at reasonable times throughout the Term and any Renewal Period, after prior written notice to Tenant, to audit and inspect the Premises for Tenant's compliance with this Section 16.

16.8 Tenant shall, no later than the date of termination, surrender the Premises to Landlord free of Hazardous Substances and with all remedial and/or closure plans completed (and deliver evidence thereof to Landlord).

16.9 The right to use and store in, and transport to and from, the Premises the Permitted Hazardous Substances is personal to Tenant and may not be assigned or otherwise transferred by Tenant without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Any consent by Landlord to an assignment, transfer, subletting, mortgage, pledge, hypothecation or encumbrance of this lease, and any interest therein or right or privilege appurtenant thereto, shall not constitute consent by Landlord to the use or storage at, or transportation to, the Premises of any Hazardous Substances (including a Permitted Hazardous Substances) by any such assignee, subtenant or transferee unless Landlord expressly agrees otherwise in writing. Any consent by Landlord to the use or storage at, or transportation to or from the Premises, of any Hazardous Substances (including a Permitted Hazardous Substances) by an assignee, subtenant or transferee of Tenant shall not constitute a waiver of Landlord's right to refuse such consent as to any subsequent assignee or transferee.

Section 17 Brokers

17.1 Tenant represents that Tenant has not dealt with any real estate broker, agent or finder in connection with this lease transaction. Tenant covenants to pay, hold harmless and indemnify Landlord from and against any and all costs, expense or liability for any

compensation, commissions or charges claimed by any other broker or agent with respect to this lease arising out of any acts of Tenant.

Section 18
Binding Effect

18.1 This lease and the covenants and conditions of this lease apply to and are binding on the heirs, successors, executors, administrators, and assigns of the parties to this lease.

Section 19
Effect of Eminent Domain Proceedings

19.1 Eminent domain proceedings resulting in the condemnation of a part of the Premises leased herein that leave the rest usable by Tenant for purposes of the business for which the Premises are leased will not terminate this lease, unless Landlord at its option terminates it by giving written notice of termination to the Tenant. The effect of such condemnation, should such option not be exercised, will be to terminate the lease as to the portion of the Premises condemned, and leave it in effect as to the remainder of the Premises. Tenant's rental for the remainder of the lease term shall in such case be reduced by the amount that the usefulness of the Premises to it for such business purposes is reduced. All compensation awarded in the eminent domain proceeding as a result of such condemnation shall be Landlord's.

Section 20
Subordination

20.1 This lease and Tenant's rights are subject and subordinate to all present and future mortgages on the Premises, as well as any extensions or modifications thereof. Tenant shall promptly execute any certificate(s) the Landlord requests to establish the subordinate position of this lease.

Section 21
Quiet Enjoyment

21.1 Landlord agrees that provided Tenant pays the rent and additional rent and is not otherwise in default under this lease, Tenant may peaceably and quietly have, hold and enjoy the Premises for the Term and any Renewal Period.

Section 23
Miscellaneous

23.1 This lease and the exhibits attached hereto set forth all of the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and supersede any and all prior agreements and understandings between Landlord and Tenant and there are no covenants, promises, agreements, conditions

or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

23.2 If any term, covenant or condition of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

23.3 This lease shall be governed by and construed in accordance with the laws of the State of New York. In the event of any litigation between the parties, the same shall be brought in a Court sitting in Sullivan County, New York, having appropriate jurisdiction over the subject matter. The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either against the other on any matters whatsoever arising out of or in any way connected with this lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises and/or any claim of injury or damage.

23.4 Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event Tenant is evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises by reason of violation by Tenant of any of the covenants or conditions of this lease or otherwise.

23.5 Any singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender, whenever the sense of this contract may require it.

Section 24 Contingencies

24.1 This lease is contingent upon Tenant obtaining, at Tenant's sole cost and expense, special use and site plan approval from the Town of Tusten Planning Board to use the Premises for the purposes set forth in Section 1.2 above and upon Tenant obtaining, at Tenant's sole cost and expense, a building permit to make any alterations or improvements allowable in accordance with Section 5.2 above.

24.1.1 Tenant shall have one hundred twenty (120) calendar days from the receipt by it of a fully executed copy of this lease to make best efforts to obtain the aforesaid special use and site plan approval and building permit. Tenant shall make prompt application for such approval and permit, submit all information as may be required in connection therewith, pay all fees and charges required in connection therewith, pursue such applications with diligence and cooperate in good faith with the Town of Tusten Planning Board and Code Enforcement Officer to obtain the approvals and permit. The site plan and alterations and improvements shall be designed and presented so as to conform with the requirements of the applicable zoning law and building codes without the need for

variances. Landlord shall cooperate with Tenant and provide such consents or authorizations as may reasonably be required pursuant to the applicable zoning and subdivision laws. Tenant shall promptly notify Landlord and its attorney upon receipt by Tenant of approval or disapproval of its applications to the Planning Board and the Code Enforcement Officer. In the event Purchaser does not obtain such site plan and/or special use approvals and building permit within such one hundred twenty (120) day period, either party shall thereafter have the option to cancel this lease by giving the other party written notice of cancellation. Upon receipt of such notice of cancellation, and neither party shall have any other or further liability to the other hereunder.

24.2 This lease is contingent upon Landlord adopting a resolution approving the making of this lease, which resolution shall be subject to permissive referendum. Such resolution shall be adopted at the Town Board meeting immediately following this lease being fully executed by both parties and notice of adoption shall be published as soon as practicable thereafter and in no event later than 10 days following the date of adoption of the aforesaid resolution. In the event a petition is filed requiring that the question of approval of the resolution be subject to a vote at an election, this lease shall be contingent upon such election being conducted and the majority of votes cast thereon being in favor of approval of the lease. In the event that such an election is held and the majority of votes cast thereon are against approval of this lease, this lease shall be deemed terminated and neither party shall have any other or further liability to the other hereunder.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first written above.

Landlord:

TOWN OF TUSTEN

By: _____
Name: Bernard Johnson
Title: Supervisor

Tenant:

AMJR LLC

By: _____
Name: Jacob L. Johnson
Title: Member

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

On the _____ day of January in the year 2023, before me the undersigned, a Notary Public in and for said State, personally appeared **BERNARD JOHNSON**, 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 behalf of which the individual acted, executed the instrument.

Notary Public

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

On the _____ day of January in the year 2023, before me the undersigned, a Notary Public in and for said State, personally appeared **JACOB L. JOHNSON**, 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 behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A

93 Main St,
Narrowsburg, NY 12764

200.00 ft

250.00 ft

150.00 ft

300.00 ft

100.00 ft

50.00 ft

361.03 ft
350.00 ft

Dyberry Weaver

Main St

Main St

Main St

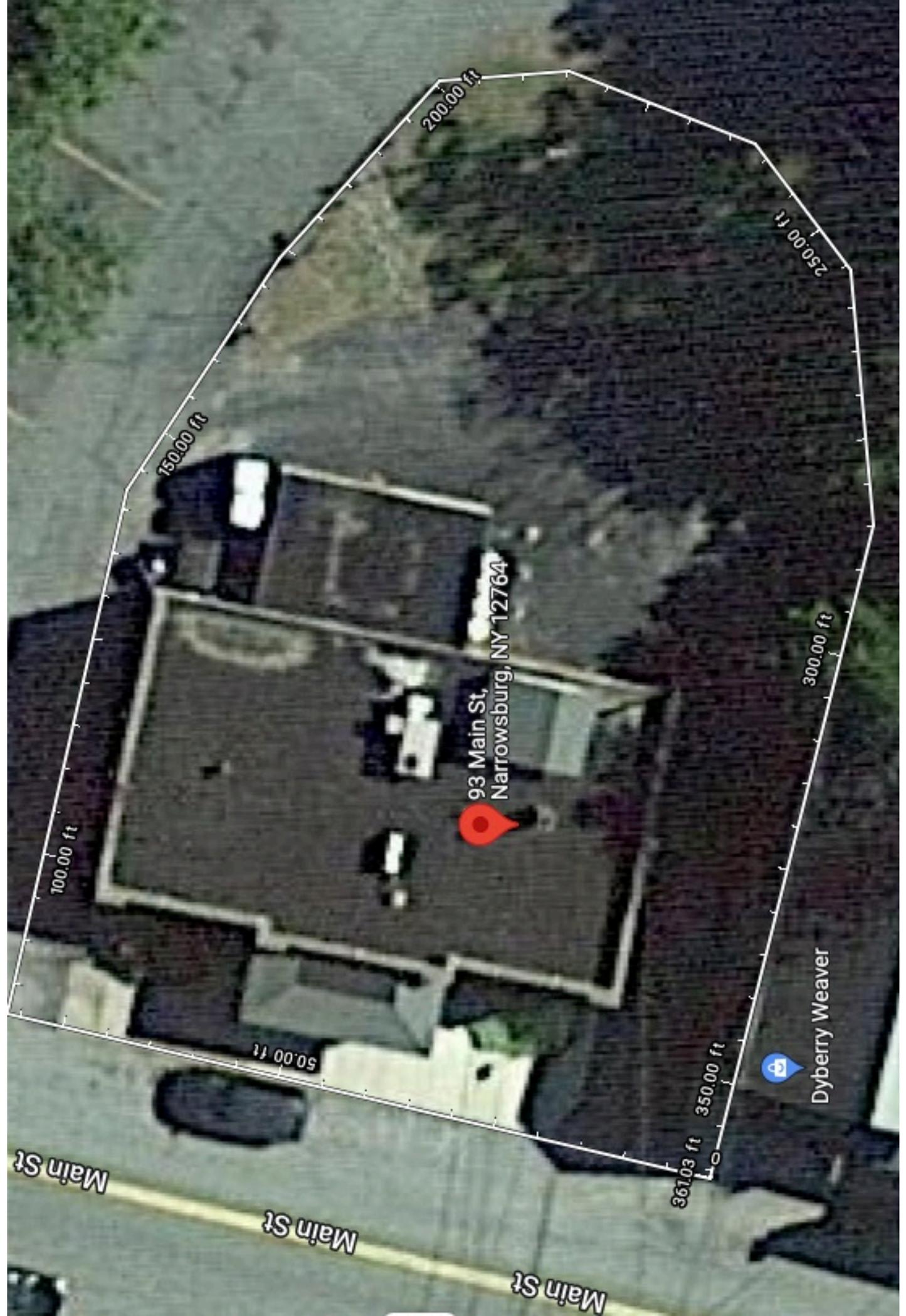


EXHIBIT B

