

GOSHEN DEVELOPER JV, LLC

AND

ROYAL WINE CORPORATION

AND

ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

LEASE AGREEMENT

DATED AS OF FEBRUARY 2, 2023

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "*Lease Agreement*"), is made and entered into as of February 2, 2023, among **GOSHEN DEVELOPER JV, LLC**, a New York limited liability company, with offices at 133 Pearl Street, Boston, Massachusetts 02110 ("*Goshen*"), **ROYAL WINE CORPORATION**, a New York corporation, with offices at 63 Lefante Drive, Bayonne, New Jersey, 07002 ("*Royal*" and together with Goshen, collectively, the "*Company*") and **ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (the "*Agency*"), a public benefit corporation existing under the laws of the State of New York, with offices at the Orange County Business Accelerator, 4 Crotty Lane, Suite 100, New Windsor, New York 12553.

WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the New York General Municipal Law (the "*Enabling Act*") was duly enacted into law as Chapter 1030 of the New York Laws of 1969; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages, and towns in the State of New York and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip, and dispose of land and any buildings or other improvements, 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 purposes, in order to advance the job opportunities, health, general prosperity, and economic welfare of the people of the State of New York and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease or sell any or all of its properties, to mortgage and pledge any or all of its properties, whether then owned or thereafter acquired, and to pledge the revenues and receipts from the lease or sale thereof; and

WHEREAS, the Agency was created pursuant to and in accordance with the provisions of the Enabling Act by Chapter 390 of the Laws of 1972 of the State of New York (collectively with the Enabling Act, the "*Act*") and is empowered under the Act to undertake the Project (as hereinafter defined); and

WHEREAS, the Agency, by resolution adopted on August 17, 2022, agreed, at the request of the Company to undertake a multi-faceted project the first phase of which consists of the following (provided, however, that each of the following is expressly applicable solely to Phase One) (the "*Project*"): (A)(i) the acquisition of a leasehold interest in approximately 82 acres of vacant land located at 2500 State Route 17M, Goshen, New York (Tax Map No. 117-1-1.222) (the "*Land*"); (ii) the construction of an approximately 626,862 base building to house a production/manufacturing facility to also include a visitors' center and retail sales center for the Company's juice and wine production as well as associated site improvements including, but not limited to, parking, infrastructure, mechanical systems, special epoxy flooring, cooling systems, interior concrete tank pads and upgraded utilities as well as exterior site improvements, (collectively, the "*Facility*"); and (iii) the acquisition and installation in and on the Facility of

furniture, fixtures and equipment (the "*Equipment*" and together with the Land and the Facility, the "*Project Facility*"); (B) the granting of certain financial assistance to Phase One in the form of exemptions from State and local sales and use tax, mortgage recording tax and real property tax (collectively, the "*Financial Assistance*"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, equipping and completion of the Project Facility; and (D) the acquisition of an interest in the Land and Facility by the Agency pursuant to a lease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the sublease of the Project Facility back to the Company pursuant to a leaseback agreement; and

WHEREAS, for avoidance of doubt: (i) this Lease Agreement applies only to Phase One; and (ii) the terms "Project", "Equipment", "Project Facility" and "Financial Assistance", each mean as their definition applies to Phase One and not Phase Two or Phase Three, and all other definitions and references in this Leaseback Agreement, unless specifically noted, shall similarly be restricted to Phase One and exclude Phase Two and Phase Three; and

WHEREAS, Goshen Developer JV, LLC is the current fee owner of the Land and Facility; Royal Wine Corporation will operate the Project Facility and each will participate in the completion of the Project. Royal Wine Corporation leases the Land from Goshen Developer JV, LLC pursuant to a lease agreement dated April 29, 2022, as amended by First Amendment of Lease dated as of the date hereof, with a term of 16 years (the "*Operating Lease*") and upon construction will be the operator of the Project Facility; and

WHEREAS, the Agency proposes to assist the Company's acquisition, construction and equipping of the Project Facility, and grant the Financial Assistance to the Project by, among other things: (1) appointing the Company, or its designee, as its agent with respect to undertaking and completing the Project Facility; (2) accepting a leasehold interest in the Land and Facility from the Company pursuant to this Lease Agreement and acquiring an interest in the Equipment pursuant to a bill of sale from the Company; and (3) subleasing the Project Facility to the Company pursuant to the Leaseback Agreement (as hereinafter defined); and

WHEREAS, the Agency now proposes to lease the Land and Facility from Goshen Developer, JV, LLC pursuant to the terms and conditions set forth herein and to simultaneously lease it back to the Company pursuant to the Leaseback Agreement; and

WHEREAS, all things necessary to constitute this Lease Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Lease Agreement have, in all respects, been duly authorized.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows, to wit:

**ARTICLE I
RECITALS AND DEFINITIONS**

1.0 RECITALS.

The foregoing recitals are incorporated herein by reference as if fully set forth hereinbelow.

1.1 DEFINITIONS.

For all purposes of this Lease Agreement and any agreement supplemental thereto, all defined terms indicated by the capitalization of the first letter of such term shall have the meanings specified in the Table of Definitions which is attached to the Leaseback Agreement dated as of February 2, 2023 between the Agency and the Company (the "*Leaseback Agreement*") as Exhibit "C" thereto except as otherwise expressly defined herein or the context hereof otherwise requires.

1.2 INTERPRETATION.

In this Lease Agreement, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "herein," "hereunder," and any similar terms as used in this Lease Agreement refer to this Lease Agreement; the term "heretofore" shall mean before and the term "hereafter" shall mean after the date of this Lease Agreement;

(b) Words of masculine gender shall mean and include correlative words of feminine and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa; and

(c) Any certificates, letters, or opinions required to be given pursuant to this Lease Agreement shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law, or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Lease Agreement.

**ARTICLE II
DEMISE; PREMISES; TERM**

2.1 GRANTING.

The Company hereby leases to the Agency, and the Agency hereby leases from the Company, the Land and the Facility for the stated term for the rents, covenants and conditions set forth herein subject only to the Permitted Encumbrances.

2.2 DESCRIPTION OF PREMISES LEASED.

The leased premises is the Land and the Facility described in the recitals of this Lease Agreement and as more fully described on **Exhibit "A"** attached hereto.

2.3 TERM.

The Project is leased for a term which shall commence as of February 2, 2023, and shall end on the expiration or earlier termination of the Leaseback Agreement.

2.4 MANDATORY CONVEYANCE.

At the expiration of the term hereof or any extension thereof by mutual agreement, or as otherwise terminated as provided in the Leaseback Agreement, this Lease Agreement shall automatically expire without any further action by the parties hereto. The Company hereby irrevocably designates the Agency as its attorney-in-fact, coupled with an interest, for the purpose of executing, delivering and recording terminations of leases and bill of sale together with any other documents therewith and to take such other and further actions reasonably necessary to confirm the termination of the Agency's interest in the Project, all at the Company's sole cost and expense.

2.5 CONSIDERATION.

The Agency is paying to the Company concurrently with the execution hereof consideration of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Company.

2.6 REPRESENTATIONS AND COVENANTS OF THE COMPANY.

Each, Royal and Goshen, for itself unless otherwise noted, makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) Goshen is a limited liability company duly organized, validly existing and in good standing under the laws of New York, has the power to enter into this Lease Agreement and the other Company Documents and to carry out its obligations hereunder and thereunder, and has duly authorized the execution, delivery, and performance of this Lease Agreement and the other Company Documents.

(b) Royal is a corporation duly organized, validly existing and in good standing under the laws of New York, has the power to enter into this Lease Agreement and the other Company Documents and to carry out its obligations hereunder and thereunder, and has duly authorized the execution, delivery, and performance of this Lease Agreement and the other Company Documents.

(c) This Lease Agreement and the other Company Documents constitute, or upon their execution and delivery in accordance with the terms thereof will constitute, valid and legally binding obligations of each of the Company, enforceable in accordance with their respective terms.

(d) Goshen warrants that it has a valid, enforceable and marketable fee interest in the Land and the Facility and shall remain and retain such interests for the term of this Lease Agreement unless otherwise consented to in writing by the Agency.

(e) Neither the execution and delivery of this Lease Agreement and the other Company Documents, the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the provisions thereof will:

(1) Result in a breach of, or conflict with any term or provision in, Goshen's Articles of Organization or Operating Agreement;

(2) Result in a breach of, or conflict with any term or provision in, Royal's Certificate of Formation or By-Laws;

(3) Require consent under (which has not been heretofore received) or result in a breach of or default under any credit agreement, indenture, purchase agreement, mortgage, deed of trust indenture, commitment, guaranty or other agreement or instrument to which the Company is a party or by which the Company or any of its property may be bound or affected; or

(4) Conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction, or decree of any Governmental Authority or court (domestic or foreign) having jurisdiction over the Company or any of the property of the Company.

(f) So long as the Agency holds an interest in the Project Facility, the Project Facility is and will continue to be a "project" (as such quoted term is defined in the Act), and the Company will not take any action (or omit to take any action required by the Company Documents or which the Agency, together with Agency's counsel, advise the Company in writing should be taken), or allow any action to be taken, which action (or omission) would in any way cause the Project Facility not to constitute a "project" (as such quoted term is defined in the Act).

(g) The Company shall cause all notices as required by law to be given and shall comply or cause compliance with all laws, ordinances, municipal rules, and regulations and requirements of all Governmental Authorities applying to or affecting the construction, equipping and operation of the Project Facility (the applicability of such laws, ordinances, rules, and regulations to be determined both as if the Agency were the owner of the Project Facility and as if the Company, were the owner of the Project Facility), and the Company will defend and save the Agency and its officers, members, agents (other than the Company), and employees harmless from all fines and penalties due to failure to comply therewith.

(h) The Company shall perform, or cause to be performed, for and on behalf of the Agency, each and every obligation of the Agency (which is within the control of the Company) under and pursuant to the Leaseback Agreement, this Lease Agreement and the other Company Documents and shall defend, indemnify, and hold harmless the Agency and its members, officers, agents (other than the Company), servants and employees from and against every expense, liability, or claim arising out of the failure of the Company to fulfill its obligations under the provisions of this Section 2.6.

(i) The Company shall maintain and insure the Project Facility. The Agency shall not be required to maintain the Project Facility or incur any costs with respect to the Project

Facility. All insurance or condemnation proceeds shall be distributed and governed by the Leaseback Agreement.

(j) The Company agrees that it will pay all taxes, or payments in lieu thereof (if applicable), to be assessed on, or charges or expenses incurred with respect to, the Project Facility during the lease term.

(k) The Company acknowledges, restates and affirms the obligations, representations, warranties and covenants set forth in Sections 2.2 and 11.12 of the Leaseback Agreement as if fully set forth herein.

ARTICLE III DISPUTE RESOLUTION

3.1 GOVERNING LAW.

This Lease Agreement shall be governed in all respects by the laws of the State of New York.

3.2 WAIVER OF TRIAL BY JURY.

THE COMPANY AND THE AGENCY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY DISPUTE ARISING UNDER THIS LEASE AGREEMENT, AND THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS LEASE AGREEMENT.

ARTICLE IV MISCELLANEOUS CLAUSES

4.1 NOTICES.

All notices, certificates, and other communications hereunder shall be in writing, shall be sufficiently given, and shall be deemed given when (a) sent to the applicable address stated below by registered or certified mail, return receipt requested, and actually received by the intended recipient or by overnight courier or such other means as shall provide the sender with documentary evidence of such delivery, or (b) delivery is refused by the addressee as evidenced by the affidavit of the Person who attempted to effect such delivery. The addresses to which notices, certificates, and other communications hereunder shall be delivered are as follows:

If to the Agency:

Orange County Industrial Development Agency
Orange County Business Accelerator
4 Crotty Lane, Suite 100
New Windsor, New York 12553
Attn: William Fioravanti, Chief Executive Officer

With a copy to: Bousquet Holstein PLLC
110 West Fayette Street, Suite 1000
Syracuse, New York 13202
Attn: Susan R. Katzoff, Esq.

If to Goshen Developer JV, LLC: Goshen Developer JV, LLC
133 Pearl Street
Boston, Massachusetts 02110
Attn: Steven Goodman

With a copy to: Goshen Developer JV, LLC
63 Lefante Way
Bayonne, New Jersey 07002
Attn: Sheldon Ginsberg

With a copy to: Bleakley Platt & Schmidt LLC
One Blue Hill Plaza, 3rd Floor
P.O. Box 1613
Pearl River, New York 10965
Attn: Brian J. Quinn, Esq.

If to Royal Wine Corporation: Royal Wine Corporation
63 Lefante Drive
Bayonne, New Jersey, 07002
Attn: Mordechai Herzog

With a copy to: Bleakley Platt & Schmidt LLC
One Blue Hill Plaza, 3rd Floor
P.O. Box 1613
Pearl River, New York 10965
Attn: Brian J. Quinn, Esq.

4.2 NO RECOURSE UNDER THIS LEASE AGREEMENT.

No provision, covenant or agreement contained herein, in any other agreement entered into in connection herewith, or any obligations herein imposed, upon the Agency, or any breach thereof, shall constitute or give rise to or impose upon the Agency, a debt or other pecuniary liability or a charge upon its general credit, and all covenants, stipulations, promises, agreements and obligations of the Agency contained in this Lease Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency, and not of any member, director, officer, employee or agent of the Agency in his individual capacity.

4.3 ENTIRE AGREEMENT.

This Lease Agreement contains the entire agreement between the parties and all prior negotiations and agreements are merged in this Lease Agreement. This Lease Agreement may not be changed, modified or discharged, in whole or in part, except by a written instrument

executed by the party against whom enforcement of the change, modification or discharge is sought.

4.4 AGENCY REPRESENTATIONS.

The Company expressly acknowledges that neither the Agency nor the Agency's directors, members, employees or agents has made or is making, and the Company, in executing and delivering this Lease Agreement, is not relying upon warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Lease Agreement, and no rights, easements or licenses are or shall be acquired by the Company by implication or otherwise unless expressly set forth in this Lease Agreement.

4.5 BINDING EFFECT.

This Lease Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

4.6 PARAGRAPH HEADINGS.

Paragraph headings are for convenience only and shall not affect the construction or interpretation of this Lease Agreement.

4.7 CONSENT TO LEASEBACK AGREEMENT; SUBORDINATION.

The Company hereby consents to the sublease by the Agency of the Project Facility to the Company pursuant to the Leaseback Agreement. The Company acknowledges and agrees that this Lease Agreement and the Leaseback Agreement shall be subordinate in all respects to the Mortgage, if any.

4.8 HOLD HARMLESS PROVISIONS.

(a) The Company hereby releases the Agency and its members, officers, agents, and employees from, agrees that the Agency and its members, officers, agents, and employees shall not be liable for, and agree to indemnify, defend, and hold the Agency and its members, officers, agents, and employees harmless from and against any and all claims arising as a result of the Agency's undertaking of the Project, including, but not limited to:

(1) Liability for loss or damage to the Project Facility or bodily injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Project Facility, or arising by reason of or in connection with the occupation or the use thereof, or the presence on, in, or about the Project Facility;

(2) Liability arising from or expense incurred by the Agency's acquisition of a leasehold interest in the Project Facility and the subleasing of the Project Facility, including, without limiting the generality of the foregoing, all liabilities or claims arising as a result of the Agency's obligations under the Leaseback Agreement, the Lease Agreement or the Mortgage;

(3) All claims arising from the exercise by the Company of the authority conferred upon it and performance of the obligations assumed under Article II hereof;

(4) All causes of action and attorneys' fees and other expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities, or expenses of the Agency are not incurred or do not result from the intentional wrongdoing of the Agency or any of its members, officers, agents, or employees.

The foregoing indemnities shall apply notwithstanding the fault or negligence (other than gross negligence or willful misconduct) on the part of the Agency or any of its officers, members, agents, servants, or employees and irrespective of any breach of statutory obligation or any rule of comparative or apportioned liability.

(b) In the event of any claim against the Agency or its members, officers, agents, or employees by any employee of the Company, or any contractor of the Company, or anyone directly or indirectly employed by any of them, or any one for whose acts any of them may be liable, the obligations of the Company hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Company such contractor under workers' compensation laws, disability benefit laws, or other employee benefit laws.

(c) Notwithstanding any other provisions of this Lease Agreement, the obligations of the Company pursuant to this Section 4.8 shall remain in full force and effect after the termination of the Leaseback Agreement and this Lease Agreement until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action, or prosecution relating to the matters herein described may be brought, and the payment in full or the satisfaction of such claim, cause of action, or prosecution, and the payment of all expenses and charges incurred by the Agency, or its officers, members, agents (other than the Company), or employees, relating thereto.

(d) For purposes of this Section 4.8, the Company shall not be deemed to constitute an employee, agent or servant of the Agency or a person under the Agency's control or supervision.

4.9 NO RECOURSE; SPECIAL OBLIGATION.

The obligations and agreements of the Agency contained herein and in the other Agency Documents and in any other instrument or document executed in connection herewith or therewith, and any instrument or document supplemental hereto or thereto, shall be deemed the obligations and agreements of the Agency and not of any member, officer, agent, or employee of the Agency in his individual capacity; and the members, officers, agents, and employees of the Agency shall not be liable personally hereon or 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 New York or of Orange County, and neither the State of New York nor Orange County shall be liable hereon or thereon. Further, such obligations

and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency, payable solely from the revenues of the Agency derived, and to be derived from, the lease, sale, or other disposition of the Project Facility, other than revenues derived from or constituting Unassigned Rights. No order or decree of specific performance with respect to any of the obligations of the Agency hereunder or thereunder shall be sought or enforced against the Agency unless:

(a) The party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and thirty (30) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or if compliance therewith would reasonably be expected to take longer than thirty (30) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period; and

(b) If the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such reasonable fees and expenses; and

(c) If the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents, or employees shall be subject to potential liability, the party seeking such order or decree shall: (1) agree to indemnify and hold harmless the Agency and its members, officers, agents, and employees against any liability incurred as a result of its compliance with such demand; and (2) if requested by the Agency, furnish to the Agency satisfactory security to protect the Agency and its members, officers, agents, and employees against all liability expected to be incurred as a result of compliance with such request.

Any failure to provide notice, indemnity, or security to the Agency pursuant to this Section 4.9 shall not alter the full force and effect of any Event of Default under the Leaseback Agreement.

(d) For purposes of this Section 4.9, the Company shall not be deemed to constitute an employee, agent or servant of the Agency or a person under the Agency's control or supervision.

4.10 MERGER OF AGENCY.

(a) Nothing contained in this Lease Agreement shall prevent the consolidation of the Agency with, or merger of the Agency into, or assignment by the Agency of its rights and interests hereunder to any other body corporate and politic and public instrumentality of the State of New York, or political subdivision thereof, which has the legal authority to perform the obligations of the Agency hereunder, provided that upon any such consolidation, merger, or assignment, the due and punctual performance and observance of all the agreements and conditions of this Lease Agreement to be kept and performed by the Agency shall be expressly assumed in writing by the public instrumentality or political subdivision resulting from such consolidation or surviving such merger or to which the Agency's rights and interests hereunder shall be assigned.

(b) As of the date of any such consolidation, merger, or assignment, the Agency shall give notice thereof in reasonable detail to the Company. The Agency shall promptly furnish to the Company such additional information with respect to any such consolidation, merger, or assignment as the Company reasonably may request.

(c) So long as any leasehold or sub-leasehold mortgage is in existence, unless all mortgagees shall otherwise expressly consent in writing, fee title to the Land and Facility and the leasehold estate of the Agency therein created by this Lease Agreement shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by Company or by Agency or by third party, by purchase or otherwise.

4.11 EXECUTION OF COUNTERPARTS.

This Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

4.12 EVENT OF DEFAULT.

A default in the performance or the observance of any covenants, conditions, or agreements on the part of the Company in this Lease Agreement, the Leaseback Agreement or the Project Agreement.

4.13 REMEDIES.

Whenever any Event of Default shall have occurred and be continuing, the Agency may, to the extent permitted by law, take any one or more of the following remedial steps:

(a) Terminate the Lease Agreement; or

(b) Take any other action at law or in equity, which may appear necessary or desirable to collect any amounts then due, or thereafter to become due, hereunder.


4.14 AMENDMENTS, CHANGES AND MODIFICATIONS.

This Lease Agreement may not be amended, changed, modified, altered, or terminated except by an instrument in writing signed by the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Company and the Agency have duly executed this Lease Agreement, as of the day and year first above written.

GOSHEN DEVELOPER JV, LLC

By: 
Steven Goodman, Manager

GOSHEN DEVELOPER JV, LLC

By: _____
Mordechai Herzog, Manager

ROYAL WINE CORPORATION

By: _____
Mordechai Herzog, Chief Executive Officer

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
William Fioravanti, Chief Executive Officer

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GOSHEN DEVELOPER JV, LLC

By: _____
Steven Goodman, Manager

GOSHEN DEVELOPER JV, LLC

By: _____
Mordechai Herzog, Manager

ROYAL WINE CORPORATION

By: _____
Mordechai Herzog, Chief Executive Officer

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
William Fioravanti, Chief Executive Officer

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GOSHEN DEVELOPER JV, LLC

By: _____
Steven Goodman, Manager

GOSHEN DEVELOPER JV, LLC

By: _____
Mordechai Herzog, Manager

ROYAL WINE CORPORATION

By: _____
Mordechai Herzog, Chief Executive Officer

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: 
William Fioravanti, Chief Executive Officer

COMMONWEALTH OF MASSACHUSETTS)
) SS.:
COUNTY OF SUFFOLK)

On the 30 day of December, in the year 2022, before me the undersigned, personally appeared **STEVEN GOODMAN**, personally known to me or proved to me on the basis of satisfactory evidence, to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity(ies), and that by (his) (her) (their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

[Handwritten Signature]

Notary Public



STATE OF NEW JERSEY)
) SS.:
COUNTY OF HUDSON)

On the ___ day of _____, in the year 20____, before me the undersigned, personally appeared **MORDECHAI HERZOG**, personally known to me or proved to me on the basis of satisfactory evidence, to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity(ies), and that by (his) (her) (their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

On this ___ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared **WILLIAM FIORAVANTI**, 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

COMMONWEALTH OF MASSACHUSETTS)
) SS.:
COUNTY OF SUFFOLK)

On the ___ day of _____, in the year 20____, before me the undersigned, personally appeared **STEVEN GOODMAN**, personally known to me or proved to me on the basis of satisfactory evidence, to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity(ies), and that by (his) (her) (their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW JERSEY)
) SS.:
COUNTY OF HUDSON)

On the 6 day of January, in the year 2023, before me the undersigned, personally appeared **MORDECHAI HERZOG**, personally known to me or proved to me on the basis of satisfactory evidence, to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity(ies), and that by (his) (her) (their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Sheldon L. Ginsberg
Notary Public, State of New Jersey
My Commission Expires
April 1, 2026
Registration # 2406869

Notary Public

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

On this ___ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared **WILLIAM FIORAVANTI**, 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 ORANGE)

On the ___ day of _____, 20___, before me, the undersigned, a Notary Public in and for said State, personally appeared **Steven Goodman**, 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 ORANGE)

On this ___ day of _____, 20___, before me, the undersigned, a Notary Public in and for said State, personally appeared **Mordechai Herzog**, 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 ORANGE)

On this 29th day of December, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **William Fioravanti**, 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.

Kelley A. Reilly

Notary Public

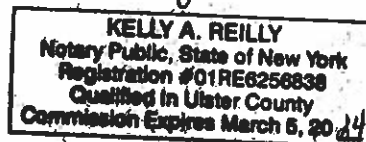


EXHIBIT A

DESCRIPTION OF REAL PROPERTY

File Number NYAA-17161

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ALL that certain plot, piece or parcel of land situate in the Village and Town of Goshen, County of Orange and State of New York, said lands being shown as the remaining lands of Tax Lot 117-1-1.22 on a map entitled "survey and Lot Line Change Map Prepared for Village of Goshen and YEBT Settlers Run, LLC, Village of Goshen, Orange County, New York", dated February 21, 2020, last revised April 27, 2020 and filed in the Orange County Clerk's Office on June 30, 2020 as Filed Map No. 128-20, said lands being more particularly bounded and described as follows:

BEGINNING at a point being an angle and the northerly line of New York State Route 17M (Route 6), said point being a westerly corner of lands herein described and lying on the southeasterly line of lands now or formerly Holland Electrical Company, Inc., said point also being North 38 degrees 01' 53" East, as per filed map No. 128-20, 71.15 feet from a concrete monument lying on the northerly line of said New York State Route 17M being the southeasterly corner of said Holland Electrical Company, Inc.;

THENCE from said point of beginning, running along a portion of the southeasterly line of lands of said Holland Electrical Company, Inc., and continuing along the southeasterly line of lands now or formerly Goshen Foundry, Ltd., being a northwesterly line of lands herein described,

(1) North 37 degrees 53' 21" East, a distance of 208.92 feet, to an iron rod being the easterly corner of lands of said Goshen Foundry, Ltd.;

THENCE running along a northeasterly line of lands of said Goshen Foundry, Ltd. being a southwestery line of the lands herein described,

(2) North 85 degrees 32' 22" West a distance of 485.20 feet, to an iron rod being the northerly corner of lands of said Goshen Foundry, Ltd.; the westerly corner of lands herein described and lying on the southeasterly line of lands now or formerly Norabel, Inc.;

THENCE running along a portion of the southeasterly line of lands of said Norabel, Inc. being the northwesterly line of the lands herein described,

(3) North 37 degrees 36' 59" East, a distance of 1,076.08 feet, to a point marked by an iron rod being the northeasterly corner of lands of said Norabel, Inc. and the northwesterly corner of lands herein described, said point also lying on the southerly line of lands now or formerly County of Orange (Old Erie Lackawanna Railroad Company) and being the northwesterly corner of lands now or formerly Village of Goshen;

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THENCE running along southwesterly, southerly and southeasterly lines of said Village of Goshen, being northeasterly, northerly and northwesterly lines of lands herein described on the following five (5) courses and distances:

- (4) South 52 degrees 13' 06" East, a distance of 477.25 feet;
- (5) South 52 degrees 55' 15" East, a distance of 699.67 feet to an iron rod;
- (6) North 40 degrees 50' 47" East, a distance of 178.67 feet to an iron rod;
- (7) North 88 degrees 22' 46" East, a distance of 566.54 feet to an iron rod; and
- (8) North 45 degrees 23' 35" East, a distance of 1,291.38 feet to an iron rod being a northeasterly corner of said Village of Goshen, a northwesterly corner of lands herein described and lying on the southerly line of lands now or formerly County of Orange (Old Erie Lackawanna Railroad Company);

THENCE running along a portion of the southerly line of lands of said County of Orange (Old Erie Lackawanna Railroad Company) being a northerly line of lands herein described on the following three (3) courses and distances:

- (9) South 76 degrees 57' 27" East, a distance of 201.11 feet to a point of curvature with a radial bearing of South 18 degrees 06' 34" West;
- (10) on a curve to the right having a radius of 1,876.86 feet, an arc length of 676.11 feet, as defined by the chord South 61 degrees 34' 14" East, 672.46 feet to a point with a radial bearing of South 38 degrees 44' 58" West; and
- (11) South 42 degrees 06' 11" East, a distance of 236.54 feet to a concrete monument being a southerly corner of lands of said County of Orange, the northeasterly corner of lands herein described and lying on the westerly line of New York State Route 17;

THENCE running along northwesterly and westerly lines of said New York State Route 17, being southeasterly and easterly lines of lands herein described on the following five (5) courses and distances:

- (12) South 85 degrees 07' 40" West, a distance of 19.81 feet to a concrete monument;
- (13) South 30 degrees 22' 49" West, a distance of 275.67 feet to a concrete

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monument;

(14) South 14 degrees 55' 40" East, a distance of 162.19 feet to a concrete monument;

(15) South 72 degrees 40' 26" East, a distance of 5.47 feet; and

(16) South 44 degrees 33' 40" East, a distance of 123.85 feet, to a point being an easterly corner of lands herein described and the northeasterly corner of lands now or formerly Village of Goshen;

THENCE running along northwesterly and northerly lines of lands of said Village of Goshen being southeasterly and southerly line of lands herein described the following two (2) courses and distances:

(17) South 57 degrees 52' 21" West, a distance of 241.68 feet; and

(18) South 88 degrees 30' 11" West, a distance of 44.95 feet, to a point being a northwesterly corner of lands of said Village of Goshen;

THENCE running along the westerly line of lands of said Village of Goshen being an easterly line of lands herein described:

(19) South 01 degrees 29' 49" East, a distance of 130.98 feet, to a point being the southeasterly corner of lands herein described;

THENCE running along a northwesterly line of lands of said Village of Goshen being a southeasterly line of lands herein described on the following five (5) courses and distances:

(20) South 77 degrees 15' 02" West, a distance of 85.65 feet;

(21) South 72 degrees 30' 02" West, a distance of 101.01 feet;

(22) South 67 degrees 27' 32" West, a distance of 101.25 feet;

(23) South 62 degrees 43' 32" West, a distance of 101.85 feet; and

(24) South 58 degrees 27' 32" West, a distance of 76.80 feet, to a point being a southwestery corner of lands of said Village of Goshen, a southeasterly corner of lands herein described and lying on the northerly line of New York State Route

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17M (Route 6);

THENCE running along a portion on the northerly line of said New York Route 17M being the southerly line of lands herein described on the following six (6) courses and distances:

- (25) South 89 degrees 31' 32" West, a distance of 581.16 feet;
- (26) North 85 degrees 07' 13" West, a distance of 225.03 feet;
- (27) South 83 degrees 24' 07" West, a distance of 419.08 feet;
- (28) South 86 degrees 23' 27" West, a distance of 1,550.05 feet;
- (29) South 86 degrees 56' 34" West, a distance of 296.70 feet; and
- (30) North 52 degrees 05' 31" West, a distance of 78.03 feet, to the point or place of BEGINNING.

For information only:

Commonly known as 2500 St Rte 17M Goshen, NY 10924 and shown on the Official Tax Maps of the Village of Goshen as Lot No. 1.222 in Block 1 Section 117