

## **SUBLEASE AGREEMENT**

THIS SUBLEASE (this “**Sublease**”), made and entered into as of the \_\_ day of \_\_\_\_\_, 2024 by and between Ulster County Economic Development Alliance, Inc., a local development corporation organized and existing under the laws of the State of New York (the “**Sublandlord**”), and the County of Ulster, a municipal corporation (the “**Subtenant**”).

### **RECITALS**

**WHEREAS**, by that certain Lease dated \_\_\_\_\_ (collectively, the “**Master Lease**”), I.Park 87 LLC (the “**Master Landlord**”) leased to Sublandlord that certain 40,000 square foot premises (the “**Premises**”) within the buildings known as Buildings 22, 23 & 24 located at 300 Enterprise Drive, Kingston, New York , NY 12205 (collectively, the “**Building**”) as more particularly described in the Master Lease;

**WHEREAS**, a true and correct copy of the Master Lease is attached hereto as Exhibit B and incorporated herein for reference;

**WHEREAS**, all undefined capitalized terms used herein shall have the meanings ascribed to in the Master Lease; and

**WHEREAS**, Subtenant desires to sublease from Sublandlord and Sublandlord is willing to sublet to Subtenant, a portion of the Premises containing approximately 20,000 square feet and as shown in the attached Exhibit A (the “**Subleased Premises**”), on the terms and conditions more particularly hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and agreements herein contained, Sublandlord and Subtenant agree as follows:

1. **Possession**. Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, the Subleased Premises together with the right to use the common areas provided by Master Landlord to Sublandlord pursuant to the terms of the Master Lease. Sublandlord warrants that (a) subject to any required consent of Master Landlord pursuant to this Section of the Sublease, Sublandlord has the full power, authority, and legal right to sublease the Subleased Premises to Subtenant, and (b) Subtenant will have the right quietly to enjoy the Subleased Premises subject to the Master Lease and any other interest to which the Master Lease is subject. If required by the Master Lease in Sublandlord’s reasonable determination, this Sublease shall be of no force or effect unless and until Master Landlord has consented in writing to the Sublease or as otherwise acceptable to Sublandlord in its discretion as stated in the Master Lease (“**Master Landlord Consent**”). Subject to Sublandlord receiving the Master Landlord Consent, possession of the Subleased Premises will be delivered to Subtenant on the Sublease Commencement Date (defined in Section 3). Notwithstanding anything to the contrary set forth in this Sublease or in the Master Lease, Sublandlord shall not be subject to any liability in the event Sublandlord fails to tender possession of the Subleased Premises to Subtenant hereunder nor shall

Sublandlord be liable for any damage or injury resulting from failure to tender possession of the Subleased Premises to Subtenant due to Sublandlord's inability to obtain the Master Landlord Consent, but in such case Subtenant shall not be obligated to pay Rent (defined in Section 4) until possession of the Subleased Premises is tendered to Subtenant.

2. **Condition of Subleased Premises.** Subtenant acknowledges and agrees that (i) it has inspected the Subleased Premises to the extent that it deems necessary prior to the execution of this Sublease, (ii) it accepts the Subleased Premises in "**AS-IS, WHERE IS**" condition, and (iii) neither Sublandlord nor Master Landlord shall have any obligation with respect to alterations, repairs or refurbishment of the Subleased Premises. Subtenant hereby agrees that it shall not make improvements or alterations to the Subleased Premises without the prior written consent of Sublandlord (not to be unreasonably withheld, conditioned or delayed) and Master Landlord (which may be withheld in Master Landlord's sole discretion). In the event any improvements or alterations are permitted by Sublandlord, the removal thereof upon the termination of this Sublease shall be the responsibility of the Subtenant, all in accordance with the Master Lease. Sublandlord has not made, and shall not be bound by, any statements, agreement, or representations regarding the Subleased Premises not specifically set forth herein, unless the same are reduced to writing and signed by Sublandlord and Master Landlord. Subtenant agrees, at Subtenant's sole cost and expense, to keep the Subleased Premises at all times during the Sublease Term (defined in Section 3 below) in good repair and operating condition and free of any and all liens and encumbrances and Subtenant further agrees that upon termination of this Sublease to return the Subleased Premises to Sublandlord, at Subtenant's sole cost and expense, in the same condition and state of repair as delivered to Subtenant hereunder, ordinary wear and tear expected. Subtenant shall not make or permit any unlawful use or handling of the Subleased Premises and shall not, without Sublandlord's prior written consent, make or permit any changes, alterations or improvements in or to Subleased Premises or remove any parts, accessories or attachments.

3. **Term.** The term of this Sublease shall be for a period of 5 years (the "**Sublease Term**") commencing on the Lease Term Commencement Date for the Phase 1 Leased Premises under the Master Lease (the "**Sublease Commencement Date**") and shall terminate on the date which is the five (5) year anniversary of the Sublease Commencement Date (the "**Sublease Expiration Date**"), unless sooner terminated pursuant to the terms of this Sublease or renewed in accordance with Section 18(j) below. Subtenant acknowledges and agrees that Subtenant shall surrender possession of the Subleased Premises to Sublandlord as required in the Master Lease and this Sublease on or before the Sublease Expiration Date. Subtenant shall not holdover after the expiration of this Sublease without the prior written consent of Sublandlord, which may be withheld in Sublandlord's sole and absolute discretion. Any holding over by Subtenant beyond the Sublease Expiration Date shall be deemed unlawful unless Subtenant received prior written approval from Master Landlord and Sublandlord. Sublandlord shall be entitled to any and all remedies in law or in equity by reason of such unlawful holding over by Subtenant. Subtenant agrees to indemnify and save Sublandlord harmless against and from any and all loss, cost, expense and liability incurred by Sublandlord under the Master Lease by reason of any such holding over. Furthermore, in the event Subtenant remains in possession of the Subleased Premises beyond the Sublease Expiration Date, Subtenant shall be deemed to be a tenant at sufferance, and shall be bound by all of the terms and conditions of this Sublease, including the terms for the payment of

Base Rent and any Additional Rent (defined in Section 5) or other payments due by Subtenant under this Sublease or under the Master Lease.

4. **Base Rent.** The base rent (“**Base Rent**”) for the Subleased Premises throughout the Sublease Term shall be \$12.75 per rentable square foot per annum, payable in monthly installments. The Base Rent shall increase each year throughout the Sublease Term and any renewal of the Sublease Term on the anniversary of the Sublease Commencement Date by the product of 102% and the Base Rent in the immediately preceding lease year. The first month’s Base Rent shall be due upon execution of the Sublease Commencement Date. The Base Rent for any portion of a month will be prorated on the basis of the actual number of days elapsed in such month during the Sublease Term. The Base Rent shall be payable to Sublandlord without notice, demand, deduction, offset or abatement in lawful money of the United States of America at Sublandlord’s notice address under this Sublease or to such other person or at such other address as Sublandlord may designate in writing. If directed by Sublandlord, Subtenant agrees to pay the Base Rent and any other amounts payable by Subtenant under this Sublease directly to Master Landlord.

5. **Additional Rent.** Taxes, Insurance, and Common Area Expenses are included in the Rent amount set forth in Section 5 above.

6. **Security Deposit.** Intentionally Deleted.

7. **Master Lease.** The provisions of the Master Lease are, except as otherwise herein specifically provided, hereby incorporated into this Sublease with the same effect as if entirely rewritten herein and shall fix the rights and obligations of the parties hereto with respect to the Subleased Premises with the same effect as if Sublandlord and Subtenant were, respectively, the Landlord and Tenant as named in the Master Lease. Subtenant hereby covenants to perform the covenants and undertakings of Sublandlord as Tenant under the Master Lease to the extent the same are applicable to the Subleased Premises during the Sublease Term and agrees not to do or permit to be done any act which shall result in a violation of any of the terms and conditions of said Master Lease. Subtenant acknowledges and agrees that Subtenant shall not alter, change, or otherwise modify the terms and conditions of the Master Lease without the prior written consent of Sublandlord and Master Landlord. Without limiting the generality of the foregoing, the parties agree that any provisions of the Master Lease granting Sublandlord the right to terminate, extend or renew the term of the Master Lease or expand the Subleased Premises shall not be applicable to this Sublease. If the Master Lease should terminate prior to the expiration of the Sublease Term, Sublandlord shall have no liability to Subtenant. Where the Master Lease grants Sublandlord any discretionary right to terminate the Master Lease, whether due to casualty, condemnation, or otherwise, Sublandlord shall be entitled to exercise or not exercise such right in its sole and absolute discretion without the necessity of obtaining any consent or approval from Subtenant. Subtenant covenants and agrees that (a) Subtenant will perform and observe all of the terms, covenants, conditions and agreements of the Master Lease to be performed by Sublandlord (including, without limitation, the providing of estoppel certificates in accordance with the Master Lease, if applicable) relating to the Subleased Premises, (b) Subtenant shall not do, suffer or permit anything to be done which would constitute a default under the Master Lease or might cause the Master Lease to be canceled, terminated or forfeited, and (c) Subtenant will, to the extent permitted

by law, indemnify and hold harmless Sublandlord and Sublandlord's shareholders, members, partners, directors, officers, employees, agents and contractors from and against all claims, liabilities, losses and damages of any kind that Sublandlord may incur to the extent they are by reason of, resulting from or arising out of a failure by Subtenant to comply with the provisions of this Sublease and/or the Master Lease, including, without limitation, subsections (a) and (b) of this Section.

8. **Master Landlord Obligations.** Except as otherwise specifically provided herein, Subtenant is to have the benefit of the covenants and undertakings of Master Landlord in the Master Lease to the extent the same are applicable to the Subleased Premises during the Sublease Term. It is expressly understood and agreed, however, that Sublandlord is not in the position to render any of the services or to perform any of the obligations required of Master Landlord by the terms of this Sublease, and that performance by Sublandlord of its obligations hereunder are conditioned upon due performance by Master Landlord of its corresponding obligations under the Master Lease including, but not limited to: services, repairs, legal compliance, fire and extended coverage insurance or other insurance obligations of Master Landlord, waiver of subrogation, and/or repair and restoration obligations in the event of casualty or condemnation. It is further understood and agreed that notwithstanding anything to the contrary contained in this Sublease, Sublandlord shall not be in default under this Sublease for failure to render such services or perform such obligations required of Sublandlord by the terms of this Sublease which are the responsibility of the Master Landlord under the Master Lease. Subtenant hereby acknowledges and agrees that the only services to which Subtenant is entitled under this Sublease are those to which Sublandlord is entitled under the Master Lease with respect to the Subleased Premises (subject to all the provisions, restrictions and conditions imposed by the Master Lease). Sublandlord shall have no obligation to deliver or provide any services to Subtenant or the Subleased Premises or to perform any repairs or maintenance with respect to the Subleased Premises. Without limiting the generality of the preceding sentence, with regard to the services, maintenance and repairs to be provided or performed by Master Landlord under the Master Lease, Subtenant acknowledges that Master Landlord shall be solely responsible for providing or performing such services and repairs/maintenance. In the event Subtenant has any complaints concerning any services or maintenance/repairs required to be provided or performed by Master Landlord under the Master Lease or has any other matters which would normally be discussed with a landlord, Subtenant agrees to contact Master Landlord directly to handle such matters, with a copy of all such communications provided simultaneously to Sublandlord. If, however, Master Landlord refuses to respond to Subtenant's requests or requires communications with Master Landlord to come from Sublandlord, Sublandlord agrees to use reasonable efforts to assist Subtenant in its efforts to cause the Master Landlord to provide such services/repairs/maintenance with respect to the Subleased Premises, or otherwise perform its obligations as required under the Master Lease.

9. **Subordination of Sublease.** Subtenant acknowledges that this Sublease is subject and subordinate to the Master Lease and to all the terms, covenants and conditions contained therein. To the extent the Master Lease is also subject and subordinate to any other instruments, this Sublease is also subject and subordinate to any which might now or hereafter affect the Master Lease, the Premises or the Subleased Premises. The voluntary or other surrender of the Master Lease or the cancellation of the Master Lease by mutual agreement of Sublandlord and Master

Landlord or the termination of the Master Lease for any other reason will not create a merger, and will, at Master Landlord's option, (a) terminate the Sublease, or (b) operate as an assignment to Master Landlord of the Sublease, whereupon (i) Subtenant shall be entitled to continued occupancy in the Subleased Premises in accordance with this Sublease with Sublandlord as long as this Sublease is not terminated in accordance with its terms (including termination for event of default), and (ii) Subtenant agrees to attorn to Master Landlord under the Sublease (including the payment of all rental and other charges without offset for prepayments previously made other than rental and other charges paid not more than one month in advance) and agrees not to effect the termination of the same due to any termination of the Master Lease, and upon such other terms and conditions as are customarily required in similar circumstances..

10. **Permitted Use.** The Subleased Premises shall be used and occupied during Sublease Term only for the Permitted Use as stated in the Master Lease and for no other purpose. Subtenant must, at Subtenant's expense, comply promptly with the Master Lease and all applicable statutes, ordinances, rules, regulations, orders, restrictions of record and requirements in effect during the Sublease Term (including following the highest standard of safety for all business operations and any use of the Subleased Premises). Subtenant shall not have the right to access or use any portion of the Premises except for the Subleased Premises. Subtenant shall not interfere with Sublandlord's business operations. Subtenant shall not have the right to use or operate any of Sublandlord's furniture, fixtures, equipment, trade fixtures or personal property. Furthermore, Subtenant shall not have access to or otherwise enter the Premises except for the Permitted Areas. In addition to any rules and regulations within the Master Lease or otherwise set by Master Landlord pursuant to the Master Lease, Subtenant shall abide by Sublandlord's health and safety guidelines at all times.

11. **Insurance.** During the Sublease Term and any occupancy of the Subleased Premises by Subtenant or Subtenant's employees, agents or contractors, Subtenant shall maintain at least the minimum insurance required to be held by the Tenant in the Master Lease. Sublandlord and Master Landlord must be named as an additional insured on the liability insurance coverage and as an additional loss payee with respect to property insurance coverage. A certificate evidencing such insurance coverages shall be delivered to Sublandlord and Master Landlord on or before Subtenant possession or occupancy of the Subleased Premises and in no event later than the Sublease Commencement Date. It is understood that procurement of insurance by Subtenant as herein provided shall not affect Subtenant's covenants, obligations and indemnities under this Sublease or the Master Lease, and the loss, damage to or destruction of any of the Subleased Premises shall not terminate this Sublease nor, except to the extent that Sublandlord is actually compensated by insurance paid by Subtenant, relieve Subtenant of any of Subtenant's insurance of the Subleased Premises, and Subtenant hereby releases and waives any and all defenses available to a bailee by law.

12. **Hazardous Substances.** Subtenant shall not cause or permit any Hazardous Substances to be used, stored, generated or disposed of in, on or about the Subleased Premises by Subtenant, its agents, employees, contractors or invitees. Subtenant shall indemnify and hold harmless Sublandlord and Master Landlord from any and all claims, damages, fines, judgments, penalties, costs, expenses or liabilities (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Sublease

Term from or in connection with the use, storage, generation or disposal of Hazardous Substances in, on or about the Subleased Premises by Subtenant or Subtenant's agents, employees, contractors or invitees. This indemnification shall survive the expiration or earlier termination of this Sublease.

13. **Mutual Indemnification.** Subtenant shall indemnify and hold Sublandlord and Master Landlord harmless from and against any and all claims, liabilities or losses incurred by Sublandlord arising out of any breach by Subtenant of any of the terms of this Sublease, for bodily injury to or death of any person or damage to any property arising out of Subtenant's use of the Subleased Premises or from the conduct of Subtenant's business, or from any activity, work, or thing done, permitted or suffered by Subtenant in or about the Subleased Premises, except: (i) claims and liabilities occasioned in whole or in part by the negligent acts or omissions of Sublandlord or Master Landlord, their agents or employees; or (ii) claims or liabilities for property damage addressed in Section 14 of this Sublease. Sublandlord shall indemnify and hold Subtenant harmless from and against any and all claims, liabilities or losses incurred by Subtenant arising out of any breach by Sublandlord of any of the terms of the Master Lease, except: (i) claims and liabilities occasioned in whole or in part by the negligent acts or omissions of Subtenant, its agents or employees; or (ii) claims or liabilities for property damage addressed in Section 14 of this Sublease. The aforementioned indemnities shall include all reasonable costs, attorneys' fees and expenses incurred in the defense of any such claim or any action or proceeding brought thereon.

14. **Mutual Waiver of Claims.** Sublandlord and Subtenant do each hereby release and relieve the other and Master Landlord, and waive their entire claim of recovery against the other party and/or Master Landlord for loss or damage to property arising out of or incident to fire, lightning or any other perils normally included in an "all-risks" property insurance policy when such property constitutes the Subleased Premises or the property is in, on or about the Subleased Premises, property or the land on which the Subleased Premises is situated, whether or not such loss or damage is due to the negligence of Sublandlord, Subtenant or Master Landlord, their agents, employees, guests, licensees, invitees or contractors, to the extent such loss or damage is covered or required to be covered by such insurance under this Sublease or the Master Lease.

15. **Subtenant Default.** Any one or more of the following events will constitute an event of default by Subtenant (a "**Subtenant Default**") under this Sublease:

- (a) the failure or refusal by Subtenant to timely pay Rent when due, or any other amount required to be paid by Subtenant to Sublandlord under this Sublease within 15 days after receipt of written notice from Sublandlord or Master Landlord; or
- (b) the failure or refusal by Subtenant to perform, comply with or observe any other term, covenant or provision of this Sublease or the Master Lease required to be performed, complied with or observed by Subtenant, where such failure continues for 30 days after receipt of written notice from Sublandlord or Master Landlord, except that where such compliance cannot reasonably be accomplished within such period, Subtenant will not be in default if they timely and diligently pursue cure; or

- (c) any failure or action of Subtenant which would qualify as an Event of Default for the Tenant under the Master Lease, provided Subtenant receives any applicable notice and cure opportunities afforded Sublandlord under the Master Lease.

In the event of a Subtenant Default, Sublandlord and/or Master Landlord shall have the same rights and remedies against Subtenant as Master Landlord has against Sublandlord as Tenant for an Event of Default under the Master Lease. Such rights and remedies shall be cumulative with all rights and remedies, which Sublandlord or Master Landlord may otherwise have under applicable law. Failure by either party to complain of any action, inaction or default of the other party shall not constitute a waiver of the aggrieved party's rights hereunder. Waiver by either party of any right for any default of the other party shall not constitute a waiver of any right for either a subsequent default of the same obligation or for any other default, past, present or future.

16. **Notices.** All notices, requests, demands and other communications with respect to this Sublease, whether or not herein expressly provided for, shall be in writing and shall be deemed to have been duly given either (a) forty-eight (48) hours after being mailed by United States First-Class Certified or Registered Mail, postage prepaid, return receipt requested or (b) the next business day after being deposited (in time for delivery by such service on such business day) with Federal Express or another national courier service, for delivery to the parties at their respective addresses first above written, or to such other address or addresses as may hereafter be designated by either party in writing for such purpose.

- (a) Sublandlord's notice address: Ulster County Economic  
Development Alliance, Inc.  
Attn: President  
244 Fair Street  
Kingston, New York 12402
- (b) Subtenant's notice address: County of Ulster  
244 Fair Street  
Kingston, New York 12402
- (c) Master Landlord's notice address: See Master Lease.

17. **Transfer.** Subtenant shall not, without the prior written consent of Sublandlord and Master Landlord (which may be withheld in either party's sole discretion), assign, sublease, mortgage, encumber or otherwise transfer the Subleased Premises or any portion thereof, nor suffer or permit it to be assigned by operation of law or otherwise. Any request for Sublandlord's or Master Landlord's consent to a proposed transfer, assignment or subletting of the Subleased Premises or any portion thereof shall be in writing and shall set forth the proposed subtenant's or assignee's name, address, nature or character of business, current financial information, the terms and conditions of the proposed transfer, and any other information reasonably requested by Sublandlord or Master Landlord. Any consent to subletting or assignment which may be given by Sublandlord or Master Landlord shall not constitute a waiver by such party of the provisions of this Section for any future transfer of the Subleased Premises.

18. **Miscellaneous.**

- (a) **Entire Agreement.** This Sublease and any Exhibits attached hereto: (i) contain the entire agreement among the parties hereto with respect to the subject matter covered hereby; (ii) may not be amended or rescinded except by an instrument in writing executed by each of the parties hereto; and (iii) shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.
- (b) **Severability.** The illegality, invalidity or unenforceability of any term, condition or provision of this Sublease shall in no way impair or invalidate any other term, condition or provision of this Sublease, and all such other terms, conditions and provisions shall remain in full force and effect.
- (c) **Successors and Assigns.** Subject to Section 17 of this Sublease, this Sublease shall be binding upon the parties hereto and upon their respective successors and assigns.
- (d) **Governing Law; Attorney's Fees; Waiver of Jury Trial.** This Sublease shall be governed by the law of the State in which the Subleased Premises is located, without regard to its choice of law rules. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Sublease, the prevailing party shall be entitled to recover reasonable attorneys' fees from the other party. Sublandlord and Subtenant hereby waive, to the extent not prohibited by law, the right to a jury trial in any action or proceeding between and among them or their successors arising out of this Sublease or Subtenant's occupancy of the Subleased Premises or its right to occupy the Subleased Premises. Subtenant hereby waives the right to interpose a counterclaim in any proceeding instituted by Sublandlord against Subtenant to terminate this Sublease, to obtain possession of the Subleased Premises, or to recover Rent.
- (e) **Master Lease Contingency.** This Sublease is subject to and conditioned upon the written Master Landlord Consent to this Sublease and to Subtenant's Work, such consent to be given by Master Landlord executing this Sublease in the space provided therefor below.
- (f) **Deliveries.** In the event Subtenant is not present and unable to receive packages delivered to Subtenant at the Subleased Premises, Sublandlord will receive such packages on Subtenant's behalf. The receipt of any such packages is solely a courtesy. In no event shall Sublandlord be liable for any lost, misplaced packages, stolen or damaged packages. Sublandlord shall not be liable to Subtenant for, and Subtenant waives any claim against Sublandlord with respect to, any loss by theft or any other damage to any such packages. Subtenant shall defend, indemnify, and hold harmless Sublandlord and its representatives and agents from any claims, demands, liabilities, causes of action, suits, judgments, damages and expenses arising from Sublandlord's receipt of any such packages on behalf of Subtenant.

- (g) **Hours of Operation.** Subtenant shall have use of the Subleased Premises twenty-four hours per day, seven days per week.
- (h) **Utilities.** Subtenant will pay, when due, all bills for gas, electricity, water, telephone service, and other utilities used on the Subleased Premises during the Sublease Term directly to the appropriate utility (unless billed to Sublandlord, in which case Subtenant shall reimburse Sublandlord upon receipt of any such bill for Subtenant's Proportionate Share of the applicable utility within ten (10) days thereafter and such amount shall constitute Additional Rent). Subtenant will not be permitted to use or access Sublandlord's wireless network. Subtenant will be responsible, at its sole cost and expense, for obtaining a separate network for any wireless internet needs.
- (i) **Parking.** Subtenant and Subtenant's employees, agents and visitors shall have the right to park in the spaces presently existing on the grounds of the Premises.
- (j) **Renewal Option.** Subtenant shall not have the right to one five-year renewal of the Sublease Term.
- (k) **Signage.** Subtenant shall have no rights to exterior signage under this Sublease.
- (l) **Broker Commissions.** Sublandlord and Subtenant each hereby represents and warrants to the other and to Master Landlord that neither party entered into any agreement with any broker, agent, finder or other party for the payment of a broker's or agent's commission, finder's fee or like compensation payable in connection with Sublandlord and Subtenant entering into this Sublease.
- (m) **Authority to Sign.** Each party hereby represents and warrants to the other that the person or entity signing this Sublease on behalf of such party is duly authorized to execute and deliver this Sublease and to legally bind the party on whose behalf this Sublease is signed to all of the terms, covenants and conditions contained in this Sublease.
- (n) **Counterparts.** To facilitate execution, this Sublease may be executed in multiple identical counterparts. It is not necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts, taken together, will collectively constitute a single instrument. But it will not be necessary in making proof of this Sublease to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page may be detached from one counterpart and then attached to a second counterpart with identical provisions without impairing the legal effect of the signatures on the signature page. This Sublease may be affected by electronic means, (including pdf and/or certificate based digital signature), executed and delivered by electronic copy, which such electronic copy signatures and delivery shall be valid and binding the same as if original documents were delivered.

**(Signature Page To Follow)**

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals as of the day and year first above written.

**SUBLANDLORD:**

Ulster County Economic Development  
Alliance, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBTENANT:**

County of Ulster

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**IN WITNESS WHEREOF**, Master Landlord hereby consents to this Sublease.

**MASTER LANDLORD:**

I.Park 87 LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
**Subleased Premises; Permitted Area**

**Exhibit B**  
**Master Lease**

[TO BE ATTACHED AT EXECUTION]