

Ulster County Economic Development Alliance
P.O. Box 1800, 244 Fair Street
Kingston, NY 12402-1800
Tel: 845.340.3556



September 23, 2024

BY ELECTRONIC TRANSMISSION

I.Park 87 West LLC
485 West Putnam Avenue
Greenwich, Connecticut 06830

Re: Access Agreement.

Gentlemen:

Consistent with the provisions of Article XV of that certain Purchase and Sale Agreement dated as of April 6, 2023 (the "PSA") by and between Ulster County Economic Development Alliance, Inc. ("UCEDA") and I.Park 87 West LLC ("I.Park 87 West"), this letter shall set forth the terms and conditions pursuant to which UCEDA shall allow I.Park 87 West to have access to the approximately 7.4 acres of land and the building and improvements thereon that is part of the former Tech City Campus, commonly known as the Powerhouse parcel and designated on the Town of Ulster tax map as Section 48.7-1-29.600 (the "Premises"), for the sole purpose of accessing the electrical switchgear room at the north end of the Premises to make reasonable and necessary repairs to the electrical equipment and systems to restore power to the adjacent Kingston Realty Team warehouses and the AT&T cell tower (the "Work").

Terms and Conditions.

1. Commencing on the date I.Park 87 West executes and delivers this letter to UCEDA, together with the requisite evidence of insurance, and expiring upon completion of the Work or such sooner time as UCEDA provides written notice of termination, I.Park 87 West and its authorized representatives and agents shall be entitled to enter upon the Premises at reasonable hours upon notice to perform the Work, all at no cost to UCEDA and at I.Park 87 West's sole cost and expense. I.Park 87 West agrees to perform the Work in a timely, safe, diligent, good and workmanlike manner, in compliance with all applicable laws, and by people/entities possessing all requisite licenses, certificates and experience. I.Park 87 West is responsible for obtaining, at its sole cost and expense, all necessary governmental permits and approvals for the Work.

2. In the event that I.Park West and/or its agents, employees or representatives shall cause any damage to the Premises by reason of the Work conducted, I.Park West shall repair any such damage to the Premises and restore the Premises to the condition the same was in prior to such Work being done.

3. As a condition precedent to I.Park 87 West commencing the Work, I.Park 87 West must take out and maintain General Commercial Liability and Workers' Compensation insurance policies issued by an insurer or insurers licensed to do business in the State of New York, which insurer(s) and form of insurance policies must be acceptable to UCEDA in all respects. The minimum coverage for the liability insurance shall be Two Million (\$2,000,000.00) Dollars per occurrence, personal and bodily injury and property damage combined, and said policy shall name UCEDA and the County of Ulster (the "County") as additional insureds.

4. I.Park 87 West hereby agrees to conduct the Work so as not to endanger any person thereon and to indemnify, defend and hold UCEDA and the County free and harmless from and against (i) all physical damage to the Premises caused by I.Park 87 West and its authorized representatives and agents in connection with the Work, (ii) all loss, liability or damage suffered or incurred by UCEDA or the County, or by third parties, arising out of I.Park 87 West's breach of the terms and conditions of this letter agreement, or resulting from injury or death to individuals or damage to property sustained either on or outside of the Premises caused by I.Park 87 West and its authorized representatives and agents in connection with the Work, and (iii) all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by UCEDA or the County in connection with any action, suit, proceeding, demand, assessment or judgment incident to the foregoing. I.Park 87 West's indemnification obligations contained in this paragraph 4 shall survive the termination or expiration of this Agreement.

5. I.Park 87 West agrees to comply with all laws, regulations, codes, rules and other directives promulgated by any municipality or governmental authority, including the County of Ulster, the Town of Ulster, the State of New York, and the United States of America.

6. I.Park 87 West agrees to treat all information received with respect to the Premises and not otherwise in the public domain, whether such information is obtained from UCEDA or the County or from I.Park 87 West's own due diligence or investigations, in a confidential manner, unless otherwise required by law. I.Park 87 West shall not disclose any such information to any third parties other than such disclosure to I.Park 87 West's counsel, consultants, accountants and advisers as may be required in connection with I.Park 87 West's performance of the Work on the Premises (any such disclosure to be made expressly subject to this confidentiality requirement). I.Park 87 West's confidentiality obligations contained in this paragraph 6 shall survive the termination or expiration of this Agreement.

7. Nothing in this letter is intended to modify any of the terms and conditions contained in the PSA, all of which terms and conditions are unchanged and remain in full force and effect.

Please indicate I.Park 87 West's acceptance of and agreement with the terms and conditions contained in this letter by having an authorized representative of I.Park 87 West sign the enclosed copy of this letter in the space indicated below and returning same to me on or before September 27, 2024, together with the requisite evidence of insurance.

Sincerely,

Amanda A. LaValle
President and CEO

ACCEPTED AND AGREED TO THIS
___ DAY OF SEPTEMBER 2024:

I.PARK 87 WEST LLC

By: _____

Name: _____

Title: _____



IPAR87L-01

LDZIUBELABEGLEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER York International Agency, LLC DBA IMA New York 500 Mamaroneck Ave Suite 220 Harrison, NY 10528	CONTACT NAME:		
	PHONE (A/C, No, Ext): (914) 376-2200	FAX (A/C, No): (914) 376-2891	
	E-MAIL ADDRESS: info@yorkintl.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Starr Indemnity & Liability Company		38318
	INSURER B : Aspen American Insurance Company		43460
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		1000305708241	6/8/2024	6/8/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						EBL \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CX00RMJ24	6/8/2024	6/8/2025	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 4,000,000
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: premises leased by named insured to certificate holder - Lot 600 only which is part of the location address of 500-698 Enterprise Drive, Kingston, NY 12401.

Ulster County Economic Development Alliance, Inc. and County of Ulster are included as additional insured for Commercial General Liability if required by written agreement.

CERTIFICATE HOLDER**CANCELLATION**

Ulster County Economic Development Alliance, Inc.
and County of Ulster
PO Box 1800
244 Fair Street
Kingston, NY 12402

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE