



**TOWN OF NEWBURGH
PLANNING BOARD
TECHNICAL REVIEW COMMENTS**

PROJECT NAME:	CANNABIS HUTS – SITE PLAN / SPECIAL USE PERMIT
PROJECT NO.:	25-32
PROJECT LOCATION:	SECTION 23, BLOCK 2, LOT 1
REVIEW DATE:	9 JANUARY 2026
MEETING DATE:	15 JANUARY 2026
PROJECT REPRESENTATIVE:	CONTROL POINT ASSOCIATES / DAY STOKOSA ENGINEERING / JOSEPH SAFFIOTI, ESQ.

1. The project is a Special Use under Town Code 185-48.9.
2. The status of the application to the Zoning Board of Appeals for vehicle electric charging stations under Planning Board Project No. 25-19 should be addressed.
3. Status of Adjoiners Notices be addressed.
4. County referral is required as the project is a special use along a State Highway.
5. Signage requires approval by ARB.
6. The applicants have submitted an updated survey performed in November 2025.
7. All items in Code Section 185-48.9C (1 through 5) should be addressed on the plan sheet.
8. The project appears to conform to the five hundred foot distance from the front door to the property of daycare center located south. It would be less than 500 feet if measured from property line. Code Enforcement comments should be received.
9. If the variances have not been granted for the EV Charging Station Application similar variances are required for the current application. Side yard 15 feet required where 6.9 exists. Side yard from automotive service building 14.4 exists where 15 is required. Rear yard automotive business 30 feet required where 25.3 exist.
10. The change to the signage requires a variance based on sign height and location.
11. The project is a Type II Action however courtesy notification NYSDOT should be provided.

NEW YORK OFFICE

33 Airport Center Drive, Suite 202, New Windsor, NY 12553
845-567-3100 | F: 845-567-3232 | mheny@mhepc.com

PENNSYLVANIA OFFICE

111 Wheatfield Drive, Suite 1, Milford, PA 18337
570-296-2765 | F: 570-296-2767 | mhepa@mhepc.com

12. The gasoline dispensing canopy may require a variance. It is unclear if this canopy previously secured a variance.

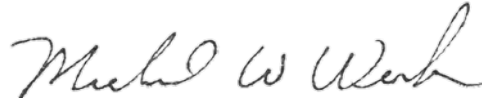
Respectfully submitted,

MHE Engineering, D.P.C.



Patrick J. Hines
Principal

PJH/kmm



Michael W. Weeks, P.E.
Principal

TOWN OF NEWBURGH PLANNING BOARD
**TOWN OF NEWBURGH APPLICATION FOR SPECIAL USE PERMIT/
SUBDIVISION/SITE PLAN REVIEW**

RETURN TO: Town of Newburgh Planning Board
308 Gardnertown Road
Newburgh, New York 12550

DATE RECEIVED: _____ **TOWN FILE NO:** 25-32
(Application fee returnable with this application)

1. Title of Subdivision/Site Plan (Project name):

GURU BABA, INC., Retail Cannabis Dispensary
d/b/a Cannabis Huts

2. Owner of Lands to be reviewed:

Name FIRST PRESTIGE PROPERTIES INC
Address 289 North Plank Road Suite 2,
Newburgh, NY 12550

3. Applicant Information (If different than owner):

Name GURU BABA, INC.
Address 151 Heather Drive,
Hopewell Junction, NY 12533

Representative Joseph M. Saffioti
Phone 845-562-3500
Fax 845-562-3117
Email jsaffioti@saffiotianderson.com

4. Subdivision/Site Plan prepared by:

Name Control Point Associates INC PC
Address 11 Main Street,
Highland, NY 12528
Phone/Fax 845-691-7339

RECEIVED
JUN - 2 2025
MHE Engineering, D.P.C.

5. Location of lands to be reviewed:

165 South Plank Road, Newburgh, NY 12550

6. Zone IB

Acreage 1.65 ACRES

Fire District Orange Lake

School District Newburgh Enlarged

7. Tax Map: Section 23 Block 2 Lot 1

8. Project Description and Purpose of Review:

Number of existing lots N/A Number of proposed lots N/A

Lot line change N/A

Site plan review Retail Cannabis Dispensary

Clearing and grading N/A

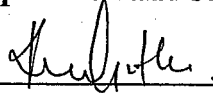
Other Special Use Permit – Retail Cannabis Dispensary

PROVIDE A WRITTEN SINGLE PAGE DESCRIPTION OR NARRATIVE OF THE PROJECT

9. Easements or other restrictions on property:

(Describe generally) N/A

10. The undersigned hereby requests approval by the Planning Board of the above identified application and scheduling for an appearance on an agenda:

Signature  Title: President

Date: 12/30/2025

NOTE: If property abuts and has its access to a County or State Highway or road, the following information must be placed on the subdivision map or site plan: entrance location, entrance profile, sizing of pipe (minimum length of pipe to be 24 feet).

The applicant will also be required to submit an additional set of plans, narrative letter and EAF if referral to the Orange County Planning Department is required under General Municipal Law Section 239.

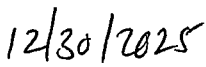
FEE ACKNOWLEDGEMENT

The town of Newburgh Municipal Code sets forth the schedule of fees for applications to the Planning Board. The signing of this application indicates your acknowledgement of responsibility for payment of these fees to the Planning Board for review of this application, including, but not limited to escrow fees for professional services (planner/consultant, engineering, legal), public hearing and site inspection. Applicant's submissions and resubmissions are not complete and will not be considered by the planning board or placed upon its agenda unless all outstanding fees have been paid. Fees incurred after the stamping of plans will remain the responsibility of the applicant prior to approval of a building permit or certificate of occupancy. Fee schedules are available from the Planning Board Secretary and are on the Town's website.

**KAMALJIT KAUR, PRESIDENT
GURU BABA, INC.**



APPLICANTS SIGNATURE



DATE

PLANNING BOARD DISCLAIMER STATEMENT
TO APPLICANTS

The applicant is advised that the Town of Newburgh Municipal Code, which contains the Town's Zoning Law, is subject to amendment. Submission of an application to this Board does not grant the applicant any right to continued review under the Code's current standards and requirements. It is possible that the applicant will be required to meet changed standards or new Code requirements made while the application is pending.

An approval by this Board does not constitute permission, nor grant any right to connect to or use municipal services such as sewer, water or roads. It is the applicant's responsibility to apply for and obtain the Town of Newburgh and other agency approvals not within this Board's authority to grant.

The applicant hereby acknowledges, consents, and agrees to the above.

12/30/2025
DATED

KAMALJIT KAUR, PRESIDENT
GURU BABA, INC.


APPLICANT'S SIGNATURE

KAMALJIT KAUR, PRESIDENT
APPLICANT'S SIGNATURE

**DISCLOSURE ADDENDUM STATEMENT TO APPLICATION,
PETITION AND REQUEST**

Mindful of the provisions of Section 809 of the General Municipal Law of the State of New York, and of the Penal provisions thereof as well, the undersigned applicant states that no State Officer, Officer or Employee of the Town of Newburgh, or Orange County, has any interest, financial or otherwise, in this application or with, or in the applicant as defined in said Statute, except the following person or persons who is or are represented to have only the following type of interest, in the nature and to the extent hereinafter indicated:

 X NONE

 NAME, ADDRESS, RELATIONSHIP OR INTEREST
(financial or otherwise)

This disclosure addendum statement is annexed to and made a part of the petition, application and request made by the undersigned applicant to the following Board or Officer of the Town of Newburgh.

 TOWN BOARD
 X **PLANNING BOARD**
 ZONING BOARD OF APPEALS
 ZONING ENFORCEMENT OFFICER
 BUILDING INSPECTOR
 OTHER

12/30/2025
DATED

GURU BABA, INC.

BY: 
KAMALJIT KAUR, President

Project Narrative

GURU BABA, Inc. is a domestic corporation having an address of 151 Heather Drive, Hopewell Junction, New York 12533. GURU BABA, Inc. has received a Certificate of Licensure to operate an Adult-Use Retail Dispensary from the NYS Office of Cannabis Management, License Number OCM-RETL-25-0040 9, see copy attached.

GURU BABA, Inc. has entered into a lease with First Prestige Properties, Inc. for the existing vacant office located at 5306 Route 9W, Newburgh, New York. The building presently contains a Valero gas station and Subway restaurant. The space to be leased is the North office in the building. The building borders NYS Route 9W and McCall Place. The Cannabis Dispensary will occupy the existing, vacant office. Minor renovations will be made to the interior and exterior of the premises including:

- New Storefront
- Security entrance – internal
- Counters
- Secured storage area
- Office

A secure, fenced in dumpster area will be provided for a dumpster– see site plan.

The store hours of operation will be 9 A.M. to 11pm. There will be an on-site security guard at the entrance to check ID's and the counter sales staff will also check ID's prior to any sale to confirm customer is at least 21 years old. All products are bar coded. There will be security cameras in the store.

HESSARI
F.H.

PROXY

(OWNER) FRANK HESSARI, PRESIDENT OF FIRST PRESTIGE PROPERTIES INC DEPOSES AND SAYS THAT FIRST PRESTIGE PROPERTIES INC HAS A BUSINESS ADDRESS

AT 289 North Plank Rd Suite 2, Newburgh, NY 12550

IN THE COUNTY OF ORANGE

AND STATE OF NEW YORK

AND THAT FIRST PRESTIGE PROPERTIES INC IS THE OWNER IN FEE OF:

Address: 5306 ROUTE 9W, NEWBURGH, NEW YORK 12550

Section 23 Block 2 Lot /

WHICH IS THE PREMISES DESCRIBED IN THE FOREGOING APPLICATION AS DESCRIBED THEREIN TO THE TOWN OF NEWBURGH

PLANNING BOARD AND JOSEPH M. SAFFIOTI, Esq. IS AUTHORIZED

TO REPRESENT AT MEETINGS OF SAID BOARD.

DATED: December 31, 2025

[Signature]
OWNERS SIGNATURE

FRANK HESSARI, PRESIDENT F.H.

WITNESS' SIGNATURE

NAMES OF ADDITIONAL REPRESENTATIVES

CONTROL POINT ASSOCIATES INC PC

WITNESS' NAME (printed)

STATE OF NEW YORK)

) SS.:)

COUNTY OF ORANGE)

On the 31ST day of December, 2025, before me, the undersigned, personally appeared, Frank Hessari, 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/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Signature]

JILL NIBE
Notary Public, State of New York
Registration #01NI6334308
Qualified In Orange County
Commission Expires Jan. 4, 2028

TOWN OF NEWBURGH PLANNING BOARD

PROJECT NAME GURU BABA, INC., Retail Cannabis Dispensary

CHECKLIST FOR MAJOR/MINOR SUBDIVISION AND/OR SITE PLAN

I. The following items shall be submitted with a COMPLETED Planning Board Application Form.

1. ☒ Environmental Assessment Form As Required
2. ☐ Proxy Statement
3. ☐ Application Fees
4. ☒ Completed Checklist (Automatic rejection of application without checklist)

II. The following checklist items shall be incorporated on the Subdivision Plat or Site Plan prior to consideration of being placed on the Planning Board Agenda. Non-submittal of the checklist will result in application rejection.

1. ☒ Name and address of applicant
2. ☒ Name and address of owner (if different from applicant)
3. ☒ Subdivision or Site Plan and Location
4. ☒ Tax Map Data (Section-Block-Lot)
5. ☒ Location map at a scale of 1" = 2,000 ft. or less on a tax map or USCGS map base only with property outlined
6. ☒ Zoning table showing what is required in the particular zone and what applicant is proposing. A table is to be provided for each proposed lot
7. ☒ Show zoning boundary if any portion of proposed site is within or adjacent to a different zone
8. ☒ Date of plan preparation and/or plan revisions
9. ☒ Scale the plan is drawn to (Max 1" = 100')
10. ☒ North Arrow pointing generally up

11. X Surveyor's Certification
12. X Surveyor's seal and signature
13. X Name of adjoining owners
14. N/A Wetlands and 100 ft. buffer zone with an appropriate note regarding D.E.C. or A.C.O.E. requirements
15. N/A Flood plain boundaries
16. N/A Certified sewerage system design and placement by a Licensed Professional Engineer must be shown on plans in accordance with Local Law #1 1989
17. X Metes and bounds of all lots
18. X Name and width of adjacent streets; the road boundary is to be a minimum of 25 ft. from the physical center line of the street
19. N/A Show existing or proposed easements (note restrictions)
20. N/A Right-of-way width and Rights of Access and Utility Placement
21. N/A Road profile and typical section (minimum traveled surface, excluding shoulders, is to be 18 ft. wide)
22. X Lot area (in sq. ft. for each lot less than 2 acres)
23. X Number of lots including residual lot
24. X Show any existing waterways
25. n/a A note stating a road maintenance agreement is to be filed in the County Clerk's Office where applicable
26. X Applicable note pertaining to owners review and concurrence with plat together with owner's signature
27. X Show any improvements, i.e. drainage systems, water lines, sewer lines, etc.
28. N/A Show all existing houses, accessory structures, wells and septic systems on and within 200 ft. of the parcel to be subdivided
29. X Show topographical data with 2 or 5 ft. contours on initial submission

30. X Indicate any reference to a previous subdivision, i.e. filed map number, date and previous lot number

31. n/a If a private road, Town Board approval of name is required, and notes on the plan that no town services will be provided and a street sign (per town specs) is to be furnished and installed

32. 0 Number of acres to be cleared or timber harvested

33. N/A Estimated or known cubic yards of material to be excavated and removed from the site

34. N/A Estimated or known cubic yards of fill required

35. N/A The amount of grading expected or known to be required to bring the site to readiness

36. N/A Type and amount of site preparation which falls within the 100 ft. buffer strip of wetlands or within the Critical Environmental Area. Please explain in sq. ft. or cubic yards.

37. N/A Any amount of site preparation within a 100 year floodplain or any water course on the site. Please explain in sq. ft. or cubic yards.

38. X List of property owners within 500 feet of all parcels to be developed (see attached statement).

The plan for the proposed subdivision or site has been prepared in accordance with this checklist.

By: Patricia P. Brooks
Licensed Professional – Signature

Printed Name: Patricia P. Brooks

Date: December 30, 2025

This list is designed to be a guide ONLY. The Town of Newburgh Planning Board may require additional notes or revisions prior to granting approval.

Date Prepared: 12/30/2025

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

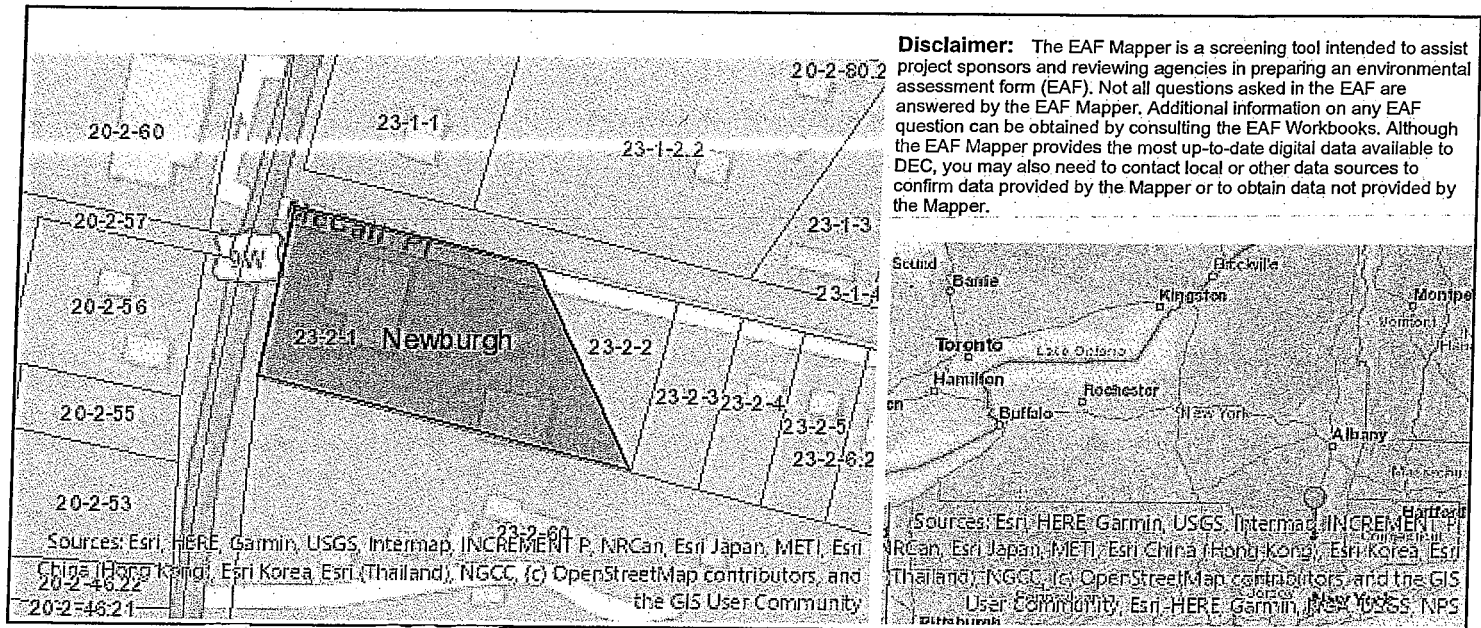
Part 1 – Project and Sponsor Information			
Name of Action or Project: Site Plan of Lands of First Prestige Properties, Inc.			
Project Location (describe, and attach a location map): Intersection of the easterly side of Route 9W with the southerly side of McCall Place Tax Parcel 23-2-1			
Brief Description of Proposed Action: Applicant is proposing to utilize approximately 2,040 square feet of an existing commercial building for retail sales of cannabis and related products. The existing commercial building currently contains a 24 hour convenient mart and a Subway sandwich shop, with the cannabis sales proposing to occupy a currently vacant space. All parking, lighting, landscaping and refuse enclosures are existing, and proposed signage will be added to the existing directory sign as well as the store front.			
Name of Applicant or Sponsor: Guru Baba, Inc. (Kamaljit Kaur)		Telephone: 917-250-9355 E-Mail: Kamal73k@yahoo.com	
Address: 151 Heather Drive			
City/PO: Hopewell Junction		State: NY	Zip Code: 12533
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		1.65 acres	
b. Total acreage to be physically disturbed?		0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		1.65 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ Not applicable - nothing new proposed _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ There are no mapped wetlands in the vicinity of the project site _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Indiana Bat	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: No site disturbance is proposed		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
Listed as a no-action site on the NYS DEC Information mapper	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>Kamaljit Kaur</u> Date: <u>12/30/2025</u>		
Signature: <u><i>Kamaljit Kaur</i></u> Title: <u>Applicant</u>		

EAF Mapper Summary Report

Tuesday, December 30, 2025 12:05 PM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Indiana Bat
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes

REQUEST FOR 500' VARIANCE LIST

DATE: 12/30/21

To whom it may concern:

I, Jatinder Singh, am requesting a 500' variance list from my property located at 5306 Route 9W., also known as SBL: 23-2-1.

You may reach me at (917) 250-9355 if you have any questions.

Jat3K@yahoo.com

Thank you.

Jatinder Singh
Signature

Done 12/31/2005 by (K)

SEC 23 BLK 2 LOT 1

334600 20-2-46.1
Elgueta, Ana
5295 Route 9W
Newburgh NY, 12550

334600 20-2-64.2
A and L Properties Group, LLC
11098 Clyde-Savannah Rd
Clyde NY, 14433

334600 23-2-2
Trapani, Irene P
14 McCall Pl
Newburgh NY, 12550

334600 20-2-46.21
Evans, Nate
5299 Route 9W
Newburgh NY, 12550

334600 20-2-80.1
Torrado, Ricardo
22032 Reverse Run Rd
New Windsor NY, 12553

334600 23-2-3
Trapani, Irene P
14 McCall Pl
Newburgh NY, 12550

334600 20-2-46.22
Quispe-Arnez, Grover
20 Carlino Dr
Marlboro NY, 12542

334600 20-2-80.2
Jarrett, Kemar
54 Center St
Highland NY, 10928

334600 23-2-4
Trapani, Irene P
14 McCall Pl
Newburgh NY, 12550

334600 20-2-47
Okwuegbunam, Cynthia C
5297 Route 9W
Newburgh NY, 12550

334600 23-1-1
Transportation Holdings, LLC
291 Gardnerville Rd
New Hampton NY, 10958

334600 23-2-5
Busweiler, Michael T Jr
16 McCall Pl
Newburgh NY, 12550

334600 20-2-53
MIT Logistics Group Inc.
5301 Route 9W
Newburgh NY, 12550

334600 23-1-2.2
Cracolici-Chumas, Michelle
11 McCall Pl
Newburgh NY, 12550

334600 23-2-6.2
Infante, Eduardo R
18 McCall Pl
Newburgh NY, 12550

334600 20-2-55
MIT Logistics Group Inc.
5301 Route 9W
Newburgh NY, 12550

Town of Newburgh
Office of the Assessor
1496 Route 300
Newburgh, NY 12550

334600 23-1-3
Bailey, Edward C
17 McCall Pl
Newburgh NY, 12550

334600 23-2-8
Eugene, Therone J
24 McCall Pl
Newburgh NY, 12550

334600 20-2-56
Tauffner, Karl
4 Camelot Dr
Marlboro NY, 12542

334600 23-1-4
Gonzalez, Jose J Jr.
19 McCall Pl
Newburgh NY, 12550

334600 23-2-9
Hitzel, Kenneth
26 McCall Pl
Newburgh NY, 12550

334600 20-2-57
Pulcastro Enterprises Inc.
33 East Street
Beacon NY, 12508

334600 23-1-5
Lagasse, Barbara A
80 Waterview Ter
New Windsor NY, 12553

334600 23-2-47
Lee, Jay R
30 Hopeview Ct
Newburgh NY, 12550

334600 20-2-60
Sharp, Sanford
13727 Noel Rd Ste 900
Dallas TX, 752406630

334600 23-1-6
McKnight, Mark
25 McCall Pl
Newburgh NY, 12550

334600 23-2-48
Lu, Jinxian
141 Douglas Pl
Mt. Vernon NY, 10552

334600 20-2-61
A and L Properties Group, LLC
11098 Clyde-Savannah Rd
Clyde NY, 14433

334600 23-2-1
First, Prestige Properties
289 North Plank Rd Ste 2
Newburgh NY, 12550

334600 23-2-59
Town of Newburgh
1496 Route 300
Newburgh NY, 12550

334600 23-2-60
Middlehope Enterprises, LLC
289 North Plank Rd Ste 2
Newburgh NY, 12550

334600 23-2-62
Mommelaar, Jason
40-42 Hidden Acres Dr
Marlboro NY, 12542

334600 24-1-1
Filiberti, Barbara
1 North Hill Ln
Newburgh NY, 12550

334600 24-1-2.12
5288 Route 9W, LLC
5288 Route 9W
Newburgh NY, 12550

**Town of Newburgh
Office of the Assessor
1496 Route 300
Newburgh, NY 12550**

SEC 23 BLK 2 LOT 1

Done by [signature] 12/31/2023

Certificate of Licensure

New York State Adult-Use Cannabis Program



Office of Cannabis
Management

License Number : OCM-RETL-25-000409 License Type : Adult-Use Retail Dispensary License

Entity Name : Guru Baba Inc DBA : _____

Effective Date: 04-Aug-2025 Expiration Date: 04-Aug-2027

Operating Address : 5306 Route 9W Newburgh NY 12550

STREET CITY STATE ZIP

The Adult-Use Cannabis Licensee must comply with all applicable state and local laws and regulations. This includes but is not limited to the Cannabis Law and its implementing regulations. An Adult-Use Cannabis Licensee's failure to comply with these laws and regulations may result in revocation of the license or permit, and the imposition of civil penalties, or any other enforcement action, as provided for in state and local laws and regulations, including but not limited to, the Cannabis Law and its implementing regulations. This license or permit is not a property or vested right.

LEASE AGREEMENT

THIS LEASE made as of the 10th day of November, 2023 ("Effective Date") between **First Prestige Properties, Inc.**, 289 North Plank Road, Suite 2, Newburgh, New York 12550, hereinafter referred to as Lessor, and **GURU BABA INC**, 5306 Route 9W, Newburgh, New York 12550, hereinafter referred to as the Lessee.

WITNESSETH, that the Lessor hereby leases to the Lessee, and the Lessee hereby hires and takes from the Lessor a certain Demised Premises ("Demised Premises") hereafter described as

+/- 1,850 SQUARE FOOT PORTION OF THE BUILDING ("Building") AND A SHARED PORTION PARKING LOT OF THE PREMISES LOCATED AT 5306 ROUTE 9W, NEWBURGH, NEW YORK 12550 ("Property")

to be occupied by the Lessee at its present location for use solely as a licensed retail Cannabis Business for retail sales of cannabis and related accessories and lawful related uses. That the parties acknowledge and agree that all equipment, furniture and fixtures located upon the premises remain the sole property of the Lessee with an obligation on the part of the Lessee to maintain its equipment, furniture and fixtures located upon the Demised Premises in good condition.

THE LESSEE COVENANTS:

1. **Fixed Rent.** The annual base rental rates payable in equal monthly installments for Lessee's convenience only, in advance, on the first day of the month, for the lease ("fixed rent") shall be Eighteen Thousand (\$18,000.00) Dollars per annum for the period commencing on Commencement Date until the last day of the twelfth (12th) full calendar month thereafter payable in equal monthly installments of One Thousand Five Hundred (\$1,500.00) Dollars per month in advance on the first day of each month during the said period. The rent shall thereafter increase by three percent (3%) annually. Notwithstanding the foregoing, Lessor has agreed to the following discounted rent for the first three (3) months: the rent due for February 2024 shall be \$750.00, the rent due for March 2024 shall be \$1,000.00, the rent due for April 2024 shall be \$1,250.00.

2. (a) **Term.** The Term shall commence on the Commencement Date and, unless sooner terminated or extended as provided in this Lease, shall terminate on the fifth anniversary of the Commencement Date ("Expiration Date"). The term "Lease Year" as used in this Lease shall mean the period of twelve (12) full calendar months commencing on the Commencement Date and each twelve (12) month period thereafter, provided, however, that if the Commencement Date occurs on a day other than the first day of a calendar month, the first Lease Year shall include the period from the Commencement Date until the last day of the twelfth (12th) full calendar month thereafter.

Provided Lessee in in good standing under the Lease and has not been in default under any agreement with Landlord or its fuel supplier), Tenant shall have one (1) option to renew the term of this lease for an additional period of five (5) years (such additional period referred to herein as

an "Option Period"). The Option Period shall commence immediately upon the expiration of the initial Term. The Initial Term, and Option Period, if any, are referred collectively to herein as the "Term."

Tenant shall exercise its option, if at all, by sending written notice thereof to Landlord not sooner than one hundred eighty (180) days nor later than sixty (60) days prior to the expiration of the Initial Term.

The rent for the first year of the Option Period shall be \$21,000.00 and shall increase by three percent (3%) each year thereafter. Lessee's Proportionate Share for Taxes shall increase to twenty percent (20%) during the Option Period.

2 (b) Commencement Date. The Commencement Date shall be on February 1, 2024. Lessee shall not operate business at the Demised Premises without proper licensing from the New York State Office of Cannabis Management ("OCM") to operate a retail cannabis store at the Demised Premises ("OCM Approval") and without all other approvals, permits and licenses which may be required in connection with this operation, including zoning and building use approvals ("Operating Approvals"). In the event Lessee has not received either (i) the OCM Approval or (ii) the Operating Approvals, each within six (6) months of the Effective Date, Lessee shall have the option to terminate this Agreement within five (5) business days of the end of the six (6) month period. Landlord represents and warrants that it is not a True Party in Interest of any other OCM licensee and it is not a Goods and Services Provider for other OCM licensees, as all defined in the Cannabis Law and related regulations.

The foregoing notwithstanding, all of Lessee's obligations under this Lease, other than the payment of Fixed Rent and Additional Rent, shall commence upon the Effective Date. Upon request of either party, the other party shall promptly execute a written agreement confirming the Commencement Date and the Expiration Date. The failure of any party to execute such agreement shall not affect the Commencement Date and the Expiration Date.

Lessee shall not take occupancy of the Demised Premises prior to the Commencement Date of this Lease.

3. Delivery. All rent payments shall be sent to the Lessor c/o 289 North Plank Road, Suite 2, Newburgh, New York 12550, or such successor address as is designated in writing.

4. Late Charges. If Lessee shall fail to pay any installment of fixed rent or any additional rent after the date the same shall become due and payable, Lessee shall pay to Lessor a late charge of ten cents (\$.10) for each dollar of the amount of such fixed rent or additional rent as shall not have been paid to Lessor within such ten (10) days after becoming due and payable. Such late charge shall be without prejudice to any of Lessor's rights and remedies hereunder or at law or in equity for nonpayment or late payment of rent and shall be in addition hereto.

5. Additional Rent.

A. In addition to fixed rent provided for above, all other payments to be made by Lessee which the Lessor may be entitled, pursuant to any provision of this Lease shall be deemed to be and shall become additional rent hereunder, whether or not the same be designated as such;

and, unless otherwise provided, shall be due and payable within ten (10) days after demand therefore or together with the next succeeding installment of rent, whichever shall first occur. Lessor shall have the same remedies for failure to pay said additional rent as for non-payment of rent. Lessee's obligation to pay fixed rent and additional rent shall survive the expiration or termination of the term of this Lease.

If the term of this Lease commences on a day other than the first day of a calendar month, or terminates on a day other than the last day of a calendar month, fixed annual rent and any additional rent payable on a monthly basis shall be equitably adjusted.

B. All payments of fixed rent and additional rent to be made by Lessee pursuant to this Lease shall be made by checks drawn upon a New York State bank which is a member of the New York Clearing House Association or any successor thereto, or at Lessor's option by wire transfer.

C. If Lessor receives from Lessee any payment less than the sum of the fixed rent and additional rent then due and owing pursuant to this Lease, Lessee hereby waives its right, if any, to designate the items to which such payment shall be applied and agrees that Lessor in its sole discretion may apply such payment in whole or in part to any fixed rent, any additional rent or to any combination thereof then due and payable hereunder.

1. Unless Lessor shall otherwise expressly agree in writing, acceptance of fixed rent or additional rent from anyone other than Lessee shall not relieve Lessee of any of its obligations under this Lease, including the obligation to pay fixed rent and additional rent, and Lessor shall have the right at any time, upon notice to Lessee, to require Lessee to pay the fixed rent and additional rent payable hereunder directly to Lessor. Furthermore, such acceptance of fixed rent or additional rent shall not be deemed to constitute Lessor's consent to an assignment of this Lease or a subletting or other occupancy of the Demised Premises by anyone other than Lessee, nor a waiver of any of Lessor's rights or Lessee's obligations under this Lease.

D. Lessor's failure to timely bill all or any portion of any amount payable pursuant to this Lease for any period during the Term shall neither constitute a waiver of Lessor's right to ultimately collect such amount or to bill Lessee at any subsequent time retroactively for the entire amount so unbilled, which previously unbilled amount shall be payable within thirty (30) days after being so billed.

6. Acceptance of Rent. The acceptance of rent by the Lessor unaccompanied by any additional rent then due and payable under the provisions of this Lease shall not constitute a waiver of Lessor's rights arising from such default under the terms of this Lease. The acceptance by the Lessor of a portion of any rent then payable, regardless of the period covered by such payment, shall be considered for the purposes of this Lease as a payment by the Lessee of additional security pursuant to this Agreement, and shall remain governed by such agreement until the full payment for such period is received by the Lessor and the same shall not constitute a waiver of any of the Lessor's rights to possession arising from said default under the terms of this Lease.

7. Restrictions on Use:

A. Lessee shall not use or permit all or any part of the Demised Premises to be used for any other use other than a licensed Cannabis Business for retail sales of cannabis and related accessories, and lawful related uses. Lessor will not lease any other portion of the Property or any premises owned or controlled by Lessor within one thousand feet of the Property for a licensed Cannabis Business, including for the retail sale of cannabis and related accessories.

B. That, throughout the term Lessee will take good care of the Demises Premises, including without limitation fixtures, equipment, machinery, plumbing systems, electrical systems, and heating/cooling systems and appurtenances, propane tank system and fencing used in connection with or serving the Demises Premises, make all repairs and replacements and about the same necessary to preserve them in good order and condition, which repairs shall be, in quality and class, equal to the original work; promptly pay the expense of such repairs; suffer no waste or injury; give prompt notice to the Lessor of any fire that may occur. Such repairs to be performed by Lessee shall include all non-structural repairs. Lessor shall be responsible for structural repairs to the roof and building and for the curbs and sidewalks. With regard to the parking lot pavement, Lessor shall bear the cost of any parking lot repaving, patching, resealing or re-striping.

8. Specific Performance. With respect to any provision of this Lease which provides, in effect, that Lessor shall not unreasonably withhold or unreasonably delay any consent or any approval, the Lessee shall be limited to an action for specific performance which shall exclude any claim for incidental or consequential damages.

9. Unsigned Lease Not Binding. No employee of Lessor, no broker and no agent of any broker has authority to make or agree to make a lease or any other agreement or undertaking in connection herewith, including but not limited to the modification or cancellation of a lease. The mailing or delivery of this document by Lessor or its agent to a potential Lessee, its agent or attorney shall not be deemed an offer by, or binding upon, Lessor until such time as a lease, duly executed by Lessor, is delivered to such potential Lessee, its agent or attorney.

10. Lessor's Liability Limited. Lessee shall be bound solely to the estate and interest of Lessor, its successors and assigns in the Demises Premises heretofore leased, for the collection of any judgment recovered against Lessor based upon the breach by Lessor of any of the terms, conditions or covenants of this Lease on the part of Lessor to be performed, and may not look to other property or assets of Lessor which shall be subject to levy, execution or other enforcement procedures for the satisfaction of Lessee's remedies under or with respect to this Lease, the relationship of Lessor and Lessee hereunder or Lessee's use and occupancy of the Demised Premises.

11. Indemnification of Lessor. Lessee indemnifies and saves Lessor and its agents harmless against and from (A) any claims arising from (i) the conduct of business in or management (other than by Lessor) of the Demised Premises, or (ii) any work or thing whatsoever done, or any condition created (other than by Lessor, its agents, employees, contractors, successors or assigns) in or about the Demised Premises during the term of this Lease or during the period of time, if any, prior to the commencement date of this Lease during



which Lessee may have been given access to the Demised Premises pursuant to this Lease, or (iii) any act or omission of Lessee or any of its sublessee or licensees or its or their employees, agents, or contractors, and (B) all costs, expenses and liabilities incurred in or in connection with each such claim or action or proceeding brought thereon. If any action or proceeding shall be brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, shall resist and defend such action or proceeding by counsel chosen and paid by Lessee who shall be reasonably satisfactory to Lessor. Lessee or its counsel shall keep Lessor fully apprised at all times of the status of such defense. Notwithstanding the above, Lessee shall have no responsibility to indemnify or hold Lessor harmless, if any claim or damages arose because of any acts of negligence of Lessor, its agents, employees, contractors, successors or assigns.

12. In the event that Lessor institutes a proceeding for the recovery of the Demised Premises due to non-payment of monthly rental installment, breach of this agreement or misuse of such Demised Premises, Lessee shall be liable to Lessor's attorney for the fair and reasonable value of his services rendered where the Lessor is the prevailing party in such proceeding.

13. Security Protection of the Property. Lessee shall be responsible for security protection of the Demised Premises during the Term.

14. Cleaning. Lessee shall provide, at its sole cost and expense, all janitorial services, including window cleaning, required to keep the Demised Premises clean and in good order. The Lessee shall have an obligation to maintain the restrooms at the Demised Premises in a clean and sanitary condition at all times.

All of Lessee's refuse and rubbish shall be brought by Lessee or its agent to an area designated for collection. Lessee shall bear the cost for any private carting company required, and shall engage same, if required, for removal of refuse. In the event rubbish removal is provided by the municipality, the Lessee shall pay his proportionate share of any garbage removal charge.

15. Alterations. Except for the Lessee's Work provided for herein, Lessee shall not be entitled to make or perform, or permit the making or performance of, any alterations, installations, improvements, additions or other physical changes in or about the Demised Premises (collectively, "Alterations") without Lessor's prior approval which shall not be unreasonably withheld or delayed. In the event that Lessor does not approve changes or modifications required to be made to the Demised Premises by OCM regulations or any other applicable laws, rules, regulations, codes, permits or the like ("Laws"), Lessee shall have the option to terminate this Lease Agreement.

16. Divisibility. In the event that any term, condition, covenant, requirement or provision of this Lease shall be held by any court or arbitration panel to be unenforceable, illegal, void or contrary to public policy, such term, condition, covenant, requirement or provision shall be of no effect whatsoever upon the binding force or effectiveness of any of the other terms, conditions, covenants, requirements and provisions of this Lease, it being the intention and declaration of the parties hereto that had they, or any of them, known of such unenforceability, illegality, invalidity, or contrariness to public policy, they would have entered into this Lease,

each with the other, containing all of the other terms, conditions, covenants, requirements and provisions of this Lease.

A. This agreement was prepared with the consent of both parties. Neither party shall be deemed the source of the present agreement.

B. It shall not be a defense to the enforcement of any term of this agreement, that any terms of this Lease agreement are violative of General Obligations Law 5-703, or any other statute, rule or regulation pertaining to a limitation on the time of performance.

17. Default Payments. The Lessor, at Lessor's option, shall have the right when Lessee is in default which has not been cured, to demand payment of the rent and/or additional rent by certified, bank or teller's check, wire transfer, in cash or by postal money order, Lessor shall have the option provided above with respect to all or any rent and/or additional rent payments becoming due after the giving of a check which is not honored by the bank it is drawn against if through act of Lessee. On all checks dishonored by Lessor's bank for any reason, there shall be a check dishonoring charge of \$25 per instance imposed as added rent. This sum is not intended to be a penalty, but to compensate Lessor for the added expenses associated therewith. In the event that it is construed by any court that said charge is usurious in any manner, or violative of any other provision of law, or regulation, then such sum shall be reduced to the maximum rate permitted by such law or regulation.

18. Default Terms. In the event that Lessee defaults under any term of this Lease and fails to cure same within ten (10) days of written notice for monetary default, and thirty (30) days for non-monetary default of the same, the Lessee shall be deemed in default. All notices of any type shall be by overnight or certified mail, return receipt.

18.01 Events of Default. In addition to the Events of Default set for the in subparagraph 16.1 hereof, each one or more of the following shall be an "Event of Default" under this Lease:

18.01.1 If Lessee shall fail to pay when due any Rent (including Fixed Rent and Additional Rent) or any other payment required under this Lease, whether or not demand has been made therefor;

18.01.2 If Lessee shall violate or fail to perform any of the other terms, conditions, covenants or agreements herein made by Lessee and same remains uncured for ten or more days after Lessor's written notice thereof to Lessee;

18.01.3 If Lessee at any time during the Term abandons or vacates the Demised Premises or removes or manifests an intention to remove any of Lessee's goods or property therefrom other than the reasonable substitution and replacement of furniture and equipment in the ordinary course of business not to exceed a period of thirty (30) days;

18.01.4 If Lessee assigns or hypothecates this Lease or any interest herein, or sublets the Demised Premises, or any part thereof, or if Lessee attempts

to do any of the foregoing, in contravention of the terms, covenants, provisions and conditions of this Lease.

18.01.5 Any one or more individuals or entities comprising Guarantor (as hereinafter defined) dies or becomes or is declared (i) insolvent, or (ii) mentally incompetent or otherwise incapacitated; and/or the Guaranty (as hereinafter defined) is adjudicated unenforceable to any extent.

18.02 Lessor's Remedies. Should an Event of Default occur under this Lease, Lessor (notwithstanding any former breach of covenant or waiver thereof in a former instance), in addition to all other rights and remedies available to it by law or equity or by any other provisions hereof, may at any time thereafter pursue and shall be entitled to, once or more often, any one or more of the following remedies:

18.02.1 Termination of Lease. Lessor may terminate this Lease upon notice to Lessee and on the date specified in such notice, this Lease and the Term hereby demised and all rights of Lessee hereunder shall expire and terminate without any right of Lessee to save the forfeiture, and Lessee shall thereupon quit and surrender possession of the Demised Premises to Lessor in the condition elsewhere herein required and Lessee shall remain liable to Lessor as hereinafter provided.

18.02.2 Repossession/Reletting of Demised Premises. Whether or not Lessor terminates this Lease, Lessor may, without further notice but subject to applicable laws, including any rules or regulations promulgated by OCM, enter upon and repossess the Demised Premises, by summary proceedings or ejectment, and may dispossess Lessee and remove Lessee and all other persons and property from the Demised Premises and may have, hold and enjoy the Demised Premises and the rents and profits therefrom. Any possession or reletting of the Demised Premises by Lessor will be subject at all times to all Laws. Lessor may relet the Demised Premises, or any part thereof, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such terms (which may include concessions or free Rent) as Lessor in its sole discretion and good faith may determine. Lessor may, in connection with any such reletting, cause the Demised Premises to be decorated, altered, divided, and/or consolidated with other space or otherwise changed or prepared for reletting. No reletting shall be deemed a surrender and acceptance of the Demised Premises.

19. Insurance. Lessee shall, at his own cost and expense, procure as of the date of this Lease and maintain during the term of this Lease, a comprehensive general public liability policy for property damage and for personal injury or death with an occurrence limit of not less than \$1,000,000.00 and a general aggregate limit of not less than \$2,000,000.00. Lessee shall obtain plate glass insurance at its own cost and expense.

Lessee shall procure and maintain liability and property damage insurance coverage for the propane tank system and fencing for personal injury or death with an occurrence limit of not less than \$1,000,000.00 and a general aggregate limit of not less than \$2,000,000.00, at its own cost and expense.

Lessee shall procure and maintain worker's compensation insurance in statutory limits covering all persons employed in connection the Demises Premises.

At all time during the term of this Lease, when, cannabis is served or offered for sale within the Demised Premises, Lessee shall maintain cannabis liability insurance for the benefit of Lessor and Lessee against claims for bodily injury, death or property damage resulting from or arising out of the sale or distribution of cannabis from the Demised Premises of not less than Three Million and 00/100 Dollars (\$3,000,000) in respect of such bodily injury, death or property damage (single combined limit). Lessor shall be named as additional insured under such policy. Such policy shall provide that it is the primary policy in the event of a loss and shall waive subrogation against Lessor.

Lessee agrees to procure and maintain minimum limits of coverage of at least \$2,000,000 under an umbrella policy covering excess liability.

Lessee also agrees to procure and maintain insurance covering loss of rents resulting from interruption of Lessee's business for a period of 12 months naming Lessor as loss payee.

All insurance coverage obtained by Lessee shall cover the entire Property, including but not limited to all building, sidewalks, curbs, and parking lots. Lessor and Prestige Petroleum Corp. shall be specifically named as an additional insured parties in such policies. Certificates providing such coverage shall be immediately procured by the Lessee and delivered to the Lessor, and policies of insurance providing such coverage shall be delivered to the Lessor, together with proof of payment of premiums before taking occupancy. Each of the policies shall contain an agreement that it shall not be canceled or modified without at least thirty (30) days written notice to Lessor and that no omissions of Lessee will result in forfeiture of the insurance.

Renewal policies shall be delivered to the Lessor at least 30 days prior to any termination date, and Lessee shall deliver to Lessor within 30 days after each renewal date proof of payment of premiums. Should Lessee fail to procure the aforesaid coverage, or fail to maintain such coverage during the term of this Lease, then Lessor may obtain such coverage and charge the Lessee premiums therefore as additional rent for any month elected by the Lessor for non-payment of rent hereunder, or Lessor may take such action as it deems advisable. Lessor must provide five (5) day written notice with option to cure prior to lessor obtaining coverage on behalf of Lessee.

20. Insurance Requirements. The Lessee shall take appropriate action to comply with any recommendation with respect to Lessee's use of the Demised Premises which any of Lessor's insurance carriers may reasonably make to keep Lessor's insurance in effect and/or to keep the then current rate which are required due to the use of the Property by Lessee. In the event Lessee shall fail to comply therewith, after written notice from Lessor, within the time allowed by said insurance company to keep Lessor's insurance in effect and/or to keep the then current rate, Lessor may take action under this Lease to enforce Lessor's rights and/or in the alternative or as additional relief, may do what is necessary to eliminate or comply therewith and in such event, may charge Lessee with the cost of same as additional rent.

21. (a) Lessee's Additional Obligations.

Utilities and Services. Lessee shall pay when due all costs, charges, deposits and assessments related to the hook-up, furnishing, consumption, maintenance and installations of water, water pressure, gas, electricity, fuel, light, heat, power, telephone, internet, sanitary and storm sewer, and any other utilities or services (collectively, "Utilities") attributable to or servicing the Demised Premises, whether located in or outside the Demised Premises. Except for Lessor's grossly negligent or otherwise tortious acts, Lessor shall have no liability to Lessee or any other party for any inadequacy, cessation, or interruption of any Utilities. Lessee shall not install or utilize any equipment which may or will exceed or overload the capacity of any Utilities furnished or servicing the Demised Premises or Property.

Delivery and Pick-Up. Lessee shall not permit the usage of the front entrance of the Demised Premises for truck delivery or pick-up of merchandise or supplies, unless absolutely necessary or unless such front entrance is the only means of access to the Demised Premises.

Handbills. Lessee shall not distribute or cause to be distributed in the Property any handbills or other advertising devices. Lessee shall have the right to distribute gift certificates for its services to existing tenants of the Property and their employees.

Pest Control. Lessee shall keep the Demised Premises free from all pests, insects and vermin and shall arrange for appropriate extermination on a regular basis.

Lessor shall not be liable in damages or otherwise for any failure to furnish or interruption of the services of telephone, internet, water, gas, electricity or sewer.

21(b). **Common Area. Common Area Maintenance and Shared Services Costs, and Taxes.**

Non-exclusive License. Lessee, its employees, agents, contractors and invitees, shall have a non-exclusive license, in common with other tenants of the Property and their employees, agents and invitees, to use the entrances, exits, parking areas, sidewalks, and other portions of the Common Area (as hereinafter defined) for their intended purposes. Lessor may designate specific areas or spaces in the parking areas of the Property for the parking of vehicles of Lessee, its agents, clients, and employees, and upon such designation such vehicles shall be parked only in such areas or spaces. Exhibit A shall not be deemed a representation or warranty of the continuing layout or configuration of the Property (including the Common Area), and Lessor shall have the unrestricted right to construct from time to time additional improvements on the Property or increase, reduce, eliminate, relocate or change the size, dimensions, design, configuration or location of any or all of the Common Area (including, without limitation, the parking areas), the buildings, or other improvements in the Property in any manner whatsoever.

Common Area Definition. Lessor shall maintain the Common Area. The term "Common Area" shall include, as constituted and designated by Lessor from time to time: (i) all areas and space provided by Lessor for the common or joint use and benefit of tenants in the Property (including any expansion thereof to adjacent and contiguous land), their employees, agents and invitees, including, without limitation, parking areas, access roads, driveways, retaining walls, landscaped areas, truck serviceways or tunnels, pedestrian walks, outside courts and curb cuts, and (ii) all other non-leasable portions of the Property.

Common Area Maintenance and Shared Services Costs. "Common Area Maintenance and Shared Services Costs" shall mean the total costs and expenses incurred in operating, maintaining, insuring, repairing and replacing all or any part of the Common Area, including, without limitation, the costs and expenses of: restoring, replacing and repairing structural elements of all buildings in the Property (including floors, walls, foundations and roofs); painting; decorating; power-washing, repairing, maintaining, resurfacing, paving and restriping of the parking lots; lighting; electrical power; sanitary control; removal and other treatment of trash, garbage and other refuse; cleaning; snow removal; gardening and landscaping; heating, ventilating and air conditioning of the Common Area, if any; fire protection; water and sewage charges; management fees; insurance carried by Lessor covering any portion of the Property, including, without limitation, commercial general liability and automobile coverage, fire and extended coverage, vandalism and malicious mischief and all other broad form coverage, rent and any other insurance, including umbrella coverage, carried by Lessor, all in limits selected by Lessor, installation, repair, replacement and renting of signs; maintenance, repair and replacement of utility systems serving the Common Area and any buildings in the Property, including water, sanitary sewer and storm water lines, electric and other utility lines and pipes; security costs; the cost of purchasing, operating, repairing, replacing and insuring machinery and equipment used in the operation, policing, maintenance and repair of the Common Area and/or the rental charges for such machinery and equipment; holiday promotions and decorations; the cost of personnel (including applicable payroll taxes, worker's compensation and disability insurance, uniforms and other benefits) reasonably allocated to the extent of their time spent in implementing the foregoing; and depreciation of the capital cost of any machinery, equipment and vehicles used in connection with such operation, maintenance, repair and replacement of the Common Area and the costs of all shared utilities and services, including without limitation electricity, heating, cooling, water, septic, and trash; and a charge for administrative costs equal to fifteen percent (15%) of the cost of all of the foregoing. Lessor may cause any or all of such services to be provided by an independent contractor or contractors or by a related contractor or contractors so long as the charges of any related contractor(s) are locally competitive. The foregoing notwithstanding, Common Area Maintenance and Shared Services Costs shall not include a) any costs considered to be capital expenses in accordance with generally accepted accounting principles consistently applied (except to the extent amortized), b) professional fees incurred in connection with leasing and c) real estate taxes.

Common Area Maintenance and Shared Services Payments. Commencing on the Commencement Date and continuing on the first day of each calendar month in advance during the Term, Lessee shall pay to Lessor, as Additional Rent, such amount as Lessor shall reasonably estimate to equal one-twelfth of Lessee's Proportionate Share (as hereinafter defined) of the Common Area Maintenance and Shared Services Cost for the then current calendar year, which estimate shall be determined by multiplying Lessor's estimate of the monthly Common Area Maintenance and Shared Services Cost by Lessee's Proportionate Share. Lessor's estimate shall be based on the actual Common Area Maintenance and Shared Services Cost for the previous year, plus five percent (5%) thereof. The term "Lessee's Proportionate Share" as used in this Lease shall mean twenty-five percent (25%) for Common Area Maintenance and fifteen percent (15%) for Taxes.

Year End Adjustment. Within one hundred and twenty (120) days after the expiration of each calendar year, Lessor shall determine the total actual Common Area Maintenance and Shared Services Cost for such calendar year, together with Lessee's Proportionate Share thereof and shall forward to Lessee a detailed statement of Common Area Maintenance and Shared Services Cost and calculation of Lessee's Proportionate Share thereof. If the amounts paid by Lessee for such preceding calendar year are less than Lessee's Proportionate Share thereof, the deficiency shall be paid by Lessee to Lessor upon thirty (30) days of written demand therefor; if Lessee shall have previously paid in excess of Lessee's Proportionate Share, the amount of such excess shall be credited to the next Rental payable under this Lease, unless if such payment has been made with respect to the last Lease Year of the Term, in which case Lessor shall refund the amount of such overpayment to Lessee, provided Lessee is not then in default under this Lease. Lessor's failure to render or delay in rendering any statement with respect to Common Area Maintenance and Shared Services Cost shall not prejudice Lessor's right to thereafter render such a statement(s) nor shall the rendering of such statement(s) for any calendar year prejudice Lessor's right to thereafter render a corrected statement(s) for such calendar year.

Taxes. The term "Taxes" shall mean all real estate taxes, assessments (including, without limitation, general and special governmental assessments for public improvements or benefits whether or not commenced or completed during the Term), sanitary and trash removal assessments, water charges, sewer rents and any and all other taxes and assessments levied or imposed against the land and/or buildings and improvements comprising the Property or any portion thereof (including without limitation the residential portion), by any governmental authority, whether general or special, ordinary or extraordinary, unforeseen or foreseen, whether in lieu of or in addition to so called "real estate taxes", together with interest paid on any installment payments. Taxes shall not include any interest payable on account of Lessor's late payment of Taxes or any Taxes measured in whole or in part by rents or gross receipts or in the nature of an excise, franchise, gift, estate, succession, inheritance or capital levy tax or tax on Lessor's income or profits (unless any of the foregoing taxes shall be in lieu of so called "real estate taxes" in which case such taxes shall be included in the definition of Taxes).

Lessee's Tax Payment. Lessee shall pay to Lessor as Additional Rent commencing on the Commencement Date and continuing thereafter on the first day of each month in advance during the Term, such amount as Lessor shall reasonably estimate to equal one-twelfth (1/12) of Lessee's Proportionate Share of Taxes for the then current calendar and/or fiscal year. The monthly payment shall be based on the actual Taxes for the prior year, plus five percent (5%) thereof. Within one hundred and twenty (120) days after receipt of all tax and assessment bills attributable to the calendar or fiscal year in question, Lessor shall furnish Lessee a written statement of the actual amount of Lessee's Proportionate Share of Taxes for such year. If the amount paid by Lessee for such year shall exceed Lessee's Proportionate Share, the excess shall be credited against the next payments due from Lessee under this Article 9; if the amount paid by Lessee for such year shall be less than Lessee's Proportionate Share, Lessee shall pay the deficiency to Lessor within thirty (30) days after demand therefor. Lessee's Proportionate Share of Taxes for the final year of the Term shall be prorated if the Term ends on a day other than the 31st day of December or the last day of the applicable fiscal year. A copy of the tax or assessment bill submitted by Lessor to Lessee shall at all times be conclusive and binding evidence of the amount of Taxes set forth therein. Lessor's failure to render or delay in

rendering any statements with respect to Taxes shall not prejudice Lessor's right to thereafter render such statement(s) nor shall the rendering of such statement(s) prejudice Lessor's right to thereafter render a corrected statement.

Tax Contests. Lessor may reasonably elect to contest any and all Taxes, or negotiate with respect to the assessed valuation of the Property. Lessor's reasonable and actual costs, expenses and fees incurred in connection therewith, including attorneys' fees, shall constitute part of Taxes for the purposes of computing Lessee's Proportionate Share thereof.

During the first year, Lessee shall pay \$_____ per month as estimated Lessee's Proportionate Share of Common Area Maintenance and Shared Services Costs and Taxes.

22. **Repairs.** The Lessee, as regards the repair of any internal plumbing, or internal electrical, shall not be responsible for those facilities that exist within the Demised Premises leased by the Lessee, or those pipes, wires, etc. thereafter internally installed, unless Lessee has modified those facilities, caused the need for repair by the negligence of the Lessee, any sublessee, or concessionaire or their respective employees, agents, invitees, licensees, or contractors, or have added additional usage on those facilities.

Lessee shall at its own cost and expense: (a) keep and maintain in good order, condition and repair the Demised Premises, and each and every part thereof, including without limitation the HVAC system; and (b) make all repairs and replacements to any sidewalks and curbs adjacent to the Demised Premises made necessary by the negligence of the Lessee, any sublessee, or concessionaire or their respective employees, agents, invitees, licensees, or contractors; and (c) keep the entire Demised Premises, and the areas adjacent thereto, including but not limited to parking lots, all paving, sidewalks, fuel islands and pumps and curbs clean in front of and on the side of the Demised Premises and free from snow, ice, dirt, debris and rubbish, and maintain all landscaped areas immediately adjacent to the Demised Premises.

In the event the Lessee shall fail to make the necessary repairs as provided in this Lease, or maintain the landscaping of the Property as set forth in this Lease, or retain a contractor for snow plowing and ice removal, then, in that event, the Lessor shall have the right to come upon the Demised Premises, after providing notice with a chance to cure to, make such repairs and/or maintenance and charge the cost thereof together with the charge for its services for having performed the work on behalf of the Lessee.

All repairs, maintenance and replacements of Lessee's sign on the front facade of the Demised Premises and the building on which the Demised Premises are a part shall be made by Lessee. Lessor shall not be required to make any repairs where caused or occasioned by any act, omission or negligence of Lessee, any Sub-Lessee or concessionaire of Lessee, or any of their respective officers, employees, agents, customers, invitees or contractors. Lessee covenants throughout the Term hereof, at its sole cost and expense, to keep and maintain the Demised Premises and all fixtures and equipment therein, including without limitation all internal plumbing, internal electric, sprinkler, UV system, sanitary service lines, water lines, grease traps, heating, air-conditioning, electrical, gas and like fixtures and equipment, also the building front and all show window glass, sidewalks, and the ceilings, doors and door frames, windows and window frames, and demising and interior walls of the Demised Premises, and all signs of

Lessee erected outside of the Demised Premises, in good repair, order and condition, making all repairs and replacements thereto as may be required whether foreseen or unforeseen, ordinary as well as extraordinary, all of the same quality, design and class as the original work (i.e., the joints, columns, beams, foundations and concrete slab). Lessee shall operate its heating and air-conditioning units serving the Demised Premises as to adequately heat and cool the same, as the case may be, during the hours that Lessee's store is open for business.

Lessee shall engage a heating and air-conditioning contractor to perform all maintenance required to keep such systems operational and to meet all Municipal requirements, codes and/or ordinances. The Lessee shall provide to Lessor written proof of a valid one year maintenance heating and air-conditioning agreement on April 1st of each year of this Lease agreement. The Lessee shall also provide the Lessor with written proof of all required and performed maintenance on the heating and air-conditioning systems on April 1st of each year of this Lease agreement.

23. Payment by Lessor. All sums that Lessee fails to pay, or which Lessor advances on Lessee's behalf, may at the option of the Lessor be deemed additional rent, upon ten (10) days written notice that such sums shall be expended and Lessee's failure to pay said sum or confirm that such sum shall be paid by Lessee.

24. Water Meter. The Property is served by a single meter.

25. Sublease. Lessee may not sublease a part or the entire Demised Premises without the Lessor's prior written consent.

26. Assignment. Lessee may not assign this Lease without the Lessor's prior written consent which shall not be unreasonably withheld, or delayed, provided that:

- (a) The successor Lessee shall increase the Security Deposit to Ten Thousand (\$10,000.00) Dollars.
- (b) The successor in interest agrees to assume all of the obligations of the lease and other agreements with regard to the business operation without any revisions thereto;
- (c) The successor delivers to Lessors attorney any resolutions to said effect on the part of the corporation, and a signed and acknowledged statement of the individual shareholders, or their assigns to consenting to the terms of the assignment.
- (d) The Lessor determines, in its sole discretion, that the successor possesses the financial ability and experience to operate the Demised Premises, and the existing business thereon, pursuant to the terms of the present Agreement and a certain Commissioned Agent Agreement executed simultaneously herewith.
- (e) The use of the Demised Premises not change.

- (f) A transfer fee be paid to the Lessor in the amount of Ten Thousand Hundred (\$10,000.00) Dollars.

27. Assignment not inferred. In the event any payment under the lease shall be made in the form of a check from any other person, firm or corporation other than named in this Lease, the acceptance of same by Lessor shall not, under any circumstances, be deemed recognition of a subletting or an assignment of this Lease regardless of the number of times that such payment shall be made by such other person, firm or corporation. Assignment or subletting shall be valid only in accordance with the terms of the lease and this rider.

28. Return of Demised Premises. Lessee shall surrender the Demised Premises to the Lessor at the end of the Lease or if sooner terminated, at such time, in the same condition in which it was transferred to the Lessee, broom clean, and in good repair, reasonable wear and tear excepted. Permanent fixtures added by Lessee shall at such time not be removed, but shall be retained by the Lessor.

29. Notice. Wherever provision is made in this Lease for notice in writing, the same shall be interpreted to mean that delivery shall be made by certified mail, return receipt requested, or by personal delivery, or by Federal Express, or in the case of submission of the same to an attorney for a party, also by facsimile transmission, or like manner designed to show receipt of the item, or the failure to receive it.

30. Delivery of Notice. A copy of all notices, demands and communications hereunder required to be sent shall be served or given by certified mail, and when intended for the Lessor shall be addressed to:

289 North Plank Road, Suite 2
Newburgh, New York 12550

with a copy to their attorney by first class mail and by facsimile transmission to:

Blustein, Shapiro, Frank & Barone, LLP
10 Matthews Street
Goshen, New York 10924
Fax: 845-291-0021

or to such other address as may be requested by Lessor in writing and if intended for Lessee shall be addressed to Lessee at

5306 Route 9W
Newburgh, New York 12550

with a copy to their attorney by first class mail and by facsimile transmission to:

Any such notice given hereunder by mail shall be deemed delivered when deposited in a United States general or branch post office, enclosed in a registered or certified, prepaid wrapper, addressed as above provided.

31. Compliance. All obligations of the Lessee pursuant to this Lease shall be deemed to apply to laws, orders, and regulation of governmental agencies and departments now in force, or hereinafter enacted and applicable to or in any way affecting the Demised Premises.

32. Fire Loss. Notwithstanding anything herein to the contrary, nothing herein shall prevent Lessor from receiving in the event of fire or other loss under Lessor's fire or other insurance coverage for all betterments and improvements by Lessee so affixed to the Demised Premises as to be considered part of the realty under law, except that where such coverage represents the only coverage for such properties any monies shall be used to obtain and install replacement betterments and improvements.

33. Summary Proceedings. In the event that Lessor shall obtain a final order against the Lessee in summary proceedings, awarding possession of the Demised Premises to Lessor, Lessor is hereby expressly authorized to have the officer or official executing any warrant to turn over possession to Lessor without removing Lessee's property. In such event, Lessor may notify Lessee by manner of service authorized by this Lease, or any court, of the entry of such final order coupled with a notice to remove Lessee's property within five (5) days of the forwarding of such notice and in the event Lessee fails to so remove such property, the same shall be considered abandoned and be the sole property of the Lessor whether the same be considered as fixtures, ordinary Demised Premises or any other designation.

34. Pollutants. The Lessee herein shall not engage in any activity which shall create or cause any pollutants to be discharged into the ground or into any drainage or septic systems, nor shall the Lessee discharge any pollutants into the atmosphere or engage in any activity which will create noise outside of the Demised Premises, all of which activities may be in violation of any rules or regulations governing the environment, whether they be local, State or Federal. The operation of a motor fuel station at the site shall not be deemed a violation of this paragraph.

The Lessee shall not discharge into the present septic and/or system any water or effluence other than that which is for sanitary personal purposes.

The Lessee shall be responsible to maintain and clean the grease trap(s) in the Demised Premises.

35. This Lease Agreement shall be governed by the laws of the State of New York. In the event the Lessor shall initiate legal proceedings, it may do so in the jurisdiction where maintains its principal place of business, to wit Orange County, or in Saratoga County. The Lessee hereby waives any right to claim a change of venue to a forum other than where the Lessor maintains its principal place of business at the time of commencement of the legal proceeding, or in Saratoga County.

36. All sums that Lessee fails to pay, or which Lessor advances on Lessees behalf pursuant to this agreement, may at the option of the Lessor be deemed additional rent.

37. The Lessor shall pay all maintenance costs and annual inspection costs for the fire sprinkler system.

38. The provisions of this Lease regarding attorney's fees shall be broadened and/or construed to include: services rendered by an attorney on retainer based on the services rendered; services rendered by Lessor's attorney in any action instituted by governmental authority against Lessor arising from any violation of Lessee, regardless of who shall prevail; to cover Lessor's attorney's fees in an action commenced by Lessee in which Lessee shall not prevail. Where legal services are rendered in an action or proceeding for rent and/or additional rent, then the amount to be recovered by Lessor for same shall include the reasonable attorney's fees determined by the Court at the attorney's then prevailing rate.

39. No interest in any entity which is or shall hereafter become a Lessee of the Demised Premises pursuant to the terms of this Lease shall be transferred (unless a corporation listed on the domestic stock exchange), without prior notice to the Lessor, and consent of the Lessor which shall not be unreasonably withheld or delayed. Any transfer of any interest shall be considered for the purposes of this Lease as an assignment of this Lease subject to all the provisions of this Lease with respect thereto, provided that the Lessor shall be given in writing the name, residence address and interest to be acquired with respect to the transferee as well as the name, residence address and office held of the officers in the entity to be occupying the Demised Premises, all of which are to be received prior to any such transfer, subject to approval by Lessor pursuant to the terms of this Lease. Lessee shall not grant a security interest, including but not limited to a Demised Premises mortgage, in this Lease to any person, corporation or any third party whatsoever without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion, but if granted shall be evidenced by an amendment to this Lease executed by both parties.

40. Lessee may not, if prohibited by local statute, without first obtaining a permit, install signage to be displayed on the exterior of the Demised Premises or on the inner or outer face of the display windows, entrances, doors or transoms. Lessor agrees to reasonably cooperate in any application for any permit.

41. Once the Lessee commences business at the Demised Premises, in the event at any time thereafter the Demised Premises are not open for business for more than 24 hours, the Lessor may terminate Lessee's tenancy. The Lessor may initiate summary proceedings if business is not commenced within 24 hours of a written notice.

42. Mechanic's Liens. Nothing herein contained herein shall be deemed as a consent on the part of Lessor to subject the estate of Lessor to liability under the mechanic's lien law of the state in which the Property is located, except where Lessor is a party to the underlying work agreement, it being expressly understood that Lessor's estate shall not be subject to such liability. Any mechanic's lien filed against the Property, Demised Premises or Building for work claimed to have been done for, or materials claimed to have been furnished to, Lessee, shall be discharged or bonded by Lessee within thirty (30) days thereafter at Lessee's expense.

43. Lessor's Rights. Lessor shall have the right to enter upon the Demised Premises at all operational hours, upon advance notice to Lessee, but subject to Lessee's reasonable

security requirements and subject to applicable laws, including any rules or regulations promulgated by OCM, for the following purposes: to inspect or protect the same; to effect compliance with any law, order or regulation of any governmental authority having jurisdiction; to exhibit same to prospective purchasers, lenders or Lessees; to exhibit same to the lessor under any ground lease; to make or supervise repairs, additions or alterations to the Demised Premises or the Building, and to take all materials thereon that may be required therefore, to erect, use and maintain pipes and conduits in and through the Demised Premises; and to alter, decorate or otherwise prepare the Demised Premises for re-occupancy at any time after Lessee has vacated the same or shall have removed substantially all of its property therefrom. None of the foregoing shall constitute an actual or constructive eviction of Lessee or a deprivation of its rights, nor subject Lessor to any liability or impose upon Lessor an obligation, responsibility or liability whatsoever, for the care, supervision or repair of the Building, or any part thereof, other than as herein specifically provided, or entitle Lessee to any compensation or diminution or abatement of the Rent reserved. If Lessee refuses or neglects to make such repairs as it is required to make and complete the same with reasonable dispatch, Lessor may make or cause such repairs to be made at Lessee's cost and expense, and the amount so paid by Lessor, with interest thereon at the Lease Interest Rate, shall be added to the installment of monthly Rent becoming due on the first of the next succeeding month and shall be then payable as an additional charge. Lessor shall not be responsible to Lessee for any loss or damage that may accrue to its merchandise or other property by reason of any work done by Lessor in or about the Demised Premises. During the last six (6) months of this Lease or any extensions thereof, Lessee shall permit Lessor to place upon the exterior of the Demised Premises and the show window the usual "For Rent" or "For Lease" sign. Notwithstanding the foregoing, in an emergency, the Lessor may forcibly enter the Demised Premises without rendering the Lessor liable to any claim or cause of action for damages by reason thereof and without in any manner affecting the obligations and covenants of the lease; it is, however, expressly understood that the right and authority hereby reserved, does not impose, nor does the Lessor assume, by reason thereof, any responsibility or liability whatsoever for the care or supervision of said Demised Premises, or any of the fixtures or appurtenances therein contained or therewith in any manner connected.

44. Subordination. The present Lease shall be subordinate to any mortgage or deed of trust effecting the Demised Premises, Property or Building, provided that the holder of such mortgage or deed of trust agrees, in writing, not to disturb Lessee's use or possession of the Demised Premises provided Lessee is not in default under this Lease.

45. Eminent Domain. If the whole of the Demised Premises shall be taken under the power of eminent domain, Lessee retains the right to make its own claim for an awards offered in consideration of a full or partial taking of Lessee's Demised Premises interest.

46. Bankruptcy Before Commencement Date. If at any time prior to the Commencement Date, a petition in bankruptcy or insolvency or for reorganization or arrangement or for the appointment of a receiver or trustee of all or a part of Lessee's property is filed in any court by Lessee, or if filed against Lessee, same is not vacated within thirty (30) days thereafter, or if Lessee makes an assignment for the benefit of creditors, then, and in any such event, this Lease, at the option of Lessor, exercised within a reasonable time after the happening of any one or more of such events, may be terminated and canceled and neither Lessee nor any person claiming through Lessee shall be entitled to possession of the Demised Premises and

Lessor may retain as liquidated damages any Rent, Security or monies previously received from Lessee or others on behalf of Lessee under this Lease, in addition to the other rights and remedies set forth in this Lease.

47. Covenant of Quiet Enjoyment. Lessor agrees that Lessee, upon paying the Rent and performing all the covenants and conditions on Lessee's part to be observed and performed, shall and may peaceably and quietly have, hold and enjoy the Demised Premises for the Term aforesaid.

It is understood and agreed that any disturbance which may be caused by repairs and/or renovations to the exterior of the Property/Building or interior of the Building shall not constitute a breach of this paragraph. Lessee acknowledges that the Lessor may from time to time be required to undertake repairs and/or renovations and waives any right to object to same, which are carried out in the normal course of business.

48. Broker. The parties represent that no broker or real estate agent brought about this Lease and that neither party has had any dealing with any broker or real estate agent in connection with the bringing about of this Lease other than John J Lease Realtors ("Broker") and Lessor shall pay Broker any commission earned pursuant to a separate agreement between Lessor and Broker.. The parties agree to indemnify, defend and save each other harmless from and against any claims for commissions and all costs, expenses and liabilities in connection therewith including, without limitation, attorney's fees and expenses arising out of any conversations or negotiations with any broker.

49. Environmental Laws. Lessee shall maintain the Demised Premises, and its operations at the Building, in compliance with all federal, state and local laws, ordinances, rules, regulations and legally enforceable policies and guidelines regarding the environment, human health or safety (herein Environmental Laws) which apply to the Demised Premises, the Building or their use, including, without limitation, the Federal Water Pollution Control Act (33 U.S.C. Sect. 1251 et seq.), Resource Conservation & Recovery Act (42 U.S.C. Sect. 6901 et seq.), Safe Drinking Water Act (42 U.S.C. Sect. 300f et seq.), Toxic Substances Control Act (15 U.S.C. Sect. 2601 et seq.), the Clean Air Act (42 U.S.C. Sect. 7401 et seq.), Comprehensive Environmental Response of Comprehension and Liability Act (42 U.S.C. Sect. 9601 et seq.). Lessee shall cure in compliance with Environmental Laws any Hazardous Substances discharged by Lessee or its agents, employees, representatives, contractors, invitees, or licensees (herein "Lessee Related Parties") on, at or under the Demised Premises, and Lessee shall be responsible for curing any Hazardous Substances existing at the Building or caused by Lessee during the term of the Lease. As used in this Lease, Hazardous Substances shall mean any hazardous substance, hazardous waste, toxic substance, pollutant or containment at such terms may be defined in any of the Environmental Laws.

50. Lessee shall be responsible to remove, discharge or satisfy, within thirty (30) days after Lessee's receipt of notice of the placement or imposition thereof, by bond or otherwise, any and all violations, judgments or liens of any nature (collectively, "Violations"), which shall be placed by any federal, state or local government or any other governmental entity having jurisdiction over the Building, or any of their respective agencies or judicial bodies, or any other party, against the Property and/or the Building or the Demised Premises, if such violations relate

to the Premises or Lessee's use thereof, or if same were placed or imposed by reason of the acts or omissions of Lessee, its principals, agents, contractors, suppliers, employees, licensees, tenants, subtenants and/or invitees or were otherwise imposed during or with respect to the period constituting the Term. Failure by the Lessee to timely remove, discharge or satisfy such Violations shall be considered a material breach of this Lease and, in addition to Lessor's other remedies hereunder, Lessor shall have the right, at Lessee's cost and expense, to remove, discharge or satisfy same and bill Lessee for all costs incurred in connection therewith, which bills shall be due and payable upon demand, as Additional Rent hereunder. The terms of this Section shall survive the expiration or earlier termination of this Lease.

51. Together herewith, Lessee has deposited with Lessor a security deposit in the amount of \$6,400.00 as security (the Security Deposit) for the full performance of all of Lessee's obligations under this Lease and in connection with the Commissioned Agent Agreement to be entered into concurrently herewith.

52. Lessee agrees that prior to the Commencement Date, Lessee shall have fully inspected the Demised Premises. Upon the Commencement Date, Lessee will be deemed to have accepted the Demised Premises in its then existing condition and state of repair without any representation, statement or warranty, express or implied, in respect thereof, or in respect to their condition, or in respect to the use that may be made of the Demised Premises.

53. Lessee shall not be authorized to sell the following products or to conduct the following activities on the Demised Premises:

- (a) Adult book store, adult theatre, adult amusement facility; adult entertainment bar or club; or any facility selling or displaying pornographic materials or having such displays, without limiting the generality of the foregoing, sexually explicit materials are prohibited, even if the cover, packaging or title is blacked out or covered up;
- (b) The sale or storage of paraphernalia solely for use with illicit drugs and any substance or product not allowed by applicable law.
- (c) The sale, storage or rental of motor vehicles;
- (d) Vitamins or supplements that are advertised as enhancement supplements and depict nudity or sexually explicit graphics are prohibited. Brands including, but not limited to, Libi-X, Black Cobra, Black Mamba, PremierZEN, etc., are all considered prohibited.

54. The Lessee's name is, and shall throughout the Term be, **GURU BABA INC. Kamaljit Kaur** has signed this Lease Agreement as an authorized officer of the company, which is a New York State limited liability company having an address at 5306 Route 9W, Newburgh, New York 12550.

55. Lessor's Work. Lessor shall at its expense perform the following construction work ("Lessor's Work"): To provide Lessee a \$3,000.00 credit in lieu of removing one of the

large windows next to Subway entrance and installing a entrance door similar to Subway entrance in the front

56. Lessee's Work. Remove one of the large windows next to Subway entrance and install a entrance door similar to Subway entrance in the front and all additional work which is necessary or desirable to prepare and fixture the Demised Premises in order to open for business shall be performed by Lessee at Lessee's expense and shall be deemed to be "Lessee's Work". In no event shall Lessee make any roof penetrations. Lessee shall employ only such labor as will not cause any conflict or controversy with any labor organization representing trades performing work for Lessor or others in the Building, or any part thereof, including the Demised Premises. All Lessee's Work shall be performed in compliance with all applicable statutes, ordinances, regulations and codes, and in accordance with plans submitted by Lessee and approved by Lessor (which approval shall not be unreasonably withheld or delayed by Lessor and such approval shall not be deemed to be a representation by Lessor that such plans comply with applicable laws). Lessee's taking possession of the Demised Premises shall be conclusive evidence of Lessee's acceptance thereof in good order and satisfactory condition and agreement that the satisfactory delivery of the Demised Premises by Lessor to Lessee has occurred, subject to Lessor's obligations under this Lease. Lessee agrees that no representations respecting the condition of the Demised Premises, and no promises to decorate, alter, repair or improve the Demised Premises, either before or after the execution hereof, have been made by Lessor to Lessee unless such representations or promises are contained in this Lease. Any disagreement which may arise between Lessor and Lessee with reference to any work to be performed by either or whether such work has been properly completed shall be resolved by the decision of Lessor's architect or construction manager.


Lessee shall pay promptly all persons furnishing labor or materials in connection with Lessee's Work. Lessee shall not suffer or permit any liens to be filed Lessor's property or any portion thereof or against Lessee's Demised Premises estate therein, by reason of any work, labor, material or services done for, or supplied to or claimed to have been done for or supplied to Lessee or anyone claiming by, through or under Lessee. If any such lien shall be filed, Lessee shall, within twenty (20) days after notice from Lessor of the filing thereof, either cause such lien to be vacated and canceled of record or, if Lessee in good faith determines that such lien should be contested, furnish such security, by surety bond or otherwise, as may be necessary or prescribed by Laws to release the lien and prevent any foreclosure of such lien during the pendency of such contest. If Lessee shall fail to vacate or cause the release of any lien within twenty (20) days after notice from Lessor of the filing thereof, in addition to any other right or remedy of Lessor resulting from Lessee's default, Lessor may, but shall not be obligated to, vacate or release such lien either by paying the amount claimed to be due or by giving security or in such other manner as may be prescribed by Laws. Lessee shall pay to Lessor, on demand, all reasonable sums incurred by Lessor in connection therewith, including, without limitation, Lessor's costs, expenses and attorneys' fees, together with interest thereon at the default rate from the date incurred until the date paid.

All Lessee's Work shall be performed in accordance with the following terms and conditions:

- (i) Lessee shall obtain all necessary permits and approvals required under applicable Laws for the performance of Lessee's Work;
- (ii) Lessee shall perform Lessee's Work in a good and workmanlike manner and, if such changes require Lessor's consent, strictly in accordance with the drawings and specifications previously approved by Lessor;
- (iii) Lessee shall perform Lessee's Work only with licensed and reputable contractors who have been identified in writing to Lessor in advance of the commencement of any such Lessee's Work (which approval shall not be unreasonably withheld or delayed by Lessor);
- (iv) Lessee shall, at its sole cost and expense, carry, or cause to be carried, (i) worker's compensation insurance in statutory limits covering all persons employed in connection with Lessee's Work, (ii) personal injury liability and property damage insurance in the aggregate sum of not less than One Million Dollars (\$1,000,000) per occurrence, and (iii) such other insurance and in such amounts, as Lessor shall deem reasonably necessary;
- (v) Lessee shall obtain waivers of lien from all contractors, laborers and materialmen and shall discharge or bond, in accordance with the provisions of this Agreement, any liens filed against the Building or the Property;
- (vi) Lessee shall perform Lessee's Work in such a manner as shall not interfere with the construction, use or enjoyment of the remainder of the Property;
- (vii) No review or approval by Lessor of Lessee's drawings and specifications shall constitute any representation or warranty by Lessor as to the adequacy, correctness, efficiency, compliance with Laws or any other aspect of such drawings and specifications; and
- (viii) Lessee shall hold harmless, indemnify and defend Lessor from and against any and all losses arising from or relating to Lessee's Work.

LESSOR

First Prestige Properties, Inc.

By 
Farshid Hessian, President

LESSEE

GURI BABA INC

By 
Kamaljit Kaur, President

PERSONAL GUARANTY

In order to induce Lessor to enter into the Lease dated as of November 1, 2023 between First Prestige Properties, Inc. as Lessor and GURU BABA INC as Lessee for the cannabis store premises located at 5306 Route 9W, Newburgh, New York 12550 and other valuable considerations, the receipt whereof is hereby acknowledged, Kamaljit Kaur hereby makes the following guarantee and agreement with and in favor of Lessor and its respective legal representations and assigns.

The undersigned guarantees to Lessor that he shall pay to Lessor all Fixed Rent, Additional Rent and all other charges that has accrued or may accrue under the terms of this Lease (hereinafter referred to as "Accrued Rent"), and the performance by the Lessee of all of the provisions of the within Lease.

This guarantee is absolute and unconditional and is a guarantee of payment, with respect to all monetary obligations, and of performance, with respect to all non-monetary obligations guaranteed by Guarantor hereunder, and in no event shall be construed to be a Guaranty of collection. The parties hereto waive all notice of default, non-payment, non-performance, nonobservance or proof, or notice, or demand, whereby to charge the undersigned therefore, all of which the undersigned expressly waive and expressly agree that the validity of this Agreement, and the obligation of the Guarantor hereon shall in no wise be terminated, affected or impaired by reason of the assertion by Lessor against Lessee of any of the rights or remedies reserved to Lessor pursuant to the performance of the within Lease. The undersigned further covenants and agrees that this guarantee shall remain and continue in full force and effect, as to any renewal, modification or extension of this Lease and during any period when Lessee is occupying the premises as a "Statutory Lessee". Consent is hereby given to all extensions of time that any Lessor may grant. As further inducement to Lessor to make this Lease and in consideration thereof, Lessor and the undersigned covenant and agree that in any action or proceeding brought

by either Lessor or the undersigned against the other on any matters whatsoever arising out of, under, or by virtue of the term of this Lease or of this guarantee that Lessor and the undersigned shall and do hereby waive trial by jury. In the event Lessor shall initiate legal proceedings, it may do so in the jurisdiction where maintains its principal place of business, to wit Orange County, or in Saratoga County. Lessee hereby waives any right to claim a change of venue to a forum other than where Lessor maintain its principal place of business at the time of commencement of the legal proceeding, or in Orange County.

It is agreed that any security deposited under the Lease shall not be computed as a deduction from any amount payable by Lessee or Guarantor under the terms of this Guaranty or the Lease. Guarantor agrees that its liability under this Guaranty shall be primary and that in any right of action which may accrue to Lessor under the Lease, Lessor may, at its option, proceed against the Guarantor and Lessee, or may proceed against either Guarantor or Lessee, without having any action against or having obtained any judgement against Lessee or Guarantor.

Notwithstanding any payments made by Guarantor hereunder, Guarantor shall not be subrogated to any of the rights of the Lessor against the Lessee for any payment, nor shall Guarantor seek

any reimbursement from Lessee in respect of any payments made by Guarantor hereunder until all of the amounts due or becoming due to the Lessor under the Lease and this Guaranty have been paid in full.

This Guaranty shall be binding upon the Guarantor, Guarantor's heirs, executors, administrator, agents, successors and assigns and inure to the benefit of the Lessor and its, agents, successors and assigns. This Guaranty contains the entire understanding of the parties with respect to the subject matter hereof and may not be amended, altered, changed or modified except by a writing signed by the parties against whom the enforcement of such writing is sought.

Guarantor agrees that if Lessee becomes insolvent or shall be adjudicated a bankrupt or shall file for reorganization or similar relief or if such petition is filed by creditors of the Lessee, under any present or future Federal or State law, Guarantor's obligations hereunder may nevertheless be enforced against the Guarantor. The termination of the Lease pursuant to the exercise of any rights of a trustee or receiver in any of the foregoing proceedings shall not affect Guarantor's obligations hereunder or create in Guarantor any setoff against such obligation. Neither Guarantor's obligation under this Guaranty nor any remedy for enforcement thereof, shall be impaired, modified or limited in any manner whatsoever by any impairment, modification, waiver or discharge resulting from the operation of any present or future provision under the national Bankruptcy Act or any other statute or decision of any Court.

If more than one person or entity is a guarantor, their obligations shall be deemed to be joint and several.

Guarantor represents and warrants that (a) Guarantor is not listed on the list maintained by the United States Department of the Treasury, Office of Foreign Assets Control (commonly known as the OFAC List) or otherwise qualifies as a person with whom business by a United States citizen or resident is prohibited and (b) Guarantor is not in violation of any anti-money laundering or anti-terrorism statute, including, without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, U.S. Public Law 107-56 (commonly known as the USA PATRIOT Act), and the related regulations issued thereunder, including temporary regulations, all as amended from time to time.

Guarantor hereby represents and warrants to Lessor that Guarantor is a beneficial owner of Lessee, and benefits from the entering into of the Lease with Lessee and that the information of Guarantor as set forth in this Guaranty is true and correct in all respects.

Guarantor hereby consents to the jurisdiction of any court which would have jurisdiction over Lessee in any action or proceeding brought by Lessor against Lessee, and Guarantor agrees that Guarantor may be named in any such action or proceeding as Guarantor and Lessor may recover a judgement against Guarantor in such action or proceeding.

As a further inducement to Lessor to enter into the Lease, and in consideration thereof, Guarantor covenants and agrees that he will be conclusively bound by the judgment in any action by Lessor against Lessee (wherever brought) as if Guarantor were a party to such action, even if

Guarantor is not joined as a party in such action and even if Guarantor has no notice of such action prior to the entry of any judgement therein.

This Guaranty shall be deemed to have been made in the State of New York. Guarantor consents to the jurisdiction of the courts of the State of New York, and the rights and liabilities of Lessor and Guarantor shall be determined in accordance with the laws of the State of New York. No delay on the part of Lessor in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any waiver of any rights or powers of Lessor or consent by Lessor be valid unless in writing duly executed by an authorized officer of Lessor, nor shall any delay, waiver or consent of Lessor on any occasion be deemed to be a waiver or consent of Lessor on any other occasion or to any other event.

Guarantor covenants that in any action or proceeding brought by either the Lessor, the Lessee and/or the Guarantor, concerning any matter whatsoever arising out of the terms of the Lease and/or of this Guaranty that Guarantor shall and does hereby waive (i) any and all defenses, setoffs and counter-claims (except for the defense that Guarantor has complied with and satisfied its obligations under this Guaranty) and (ii) the right to consolidate any action or proceeding commenced by Guarantor with any action or proceeding commenced by Lessor or Lessee.

Dated: November 8th, 2023


Kamaljit Kaur

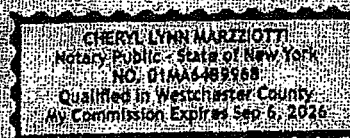
State of NEW YORK)

) ss.

County of ORANGE)

On the 8th day of November, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Kamaljit Kaur 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



NAD 1983

N.Y.S. ROUTE 9W
(ALBANY POST ROAD)
(ASPHALT ROADWAY)

N.Y. East State Plane Coordinate System

BLACKTOP

BLACKTOP

BLACKTOP

BLACKTOP

BLACKTOP

BLACKTOP

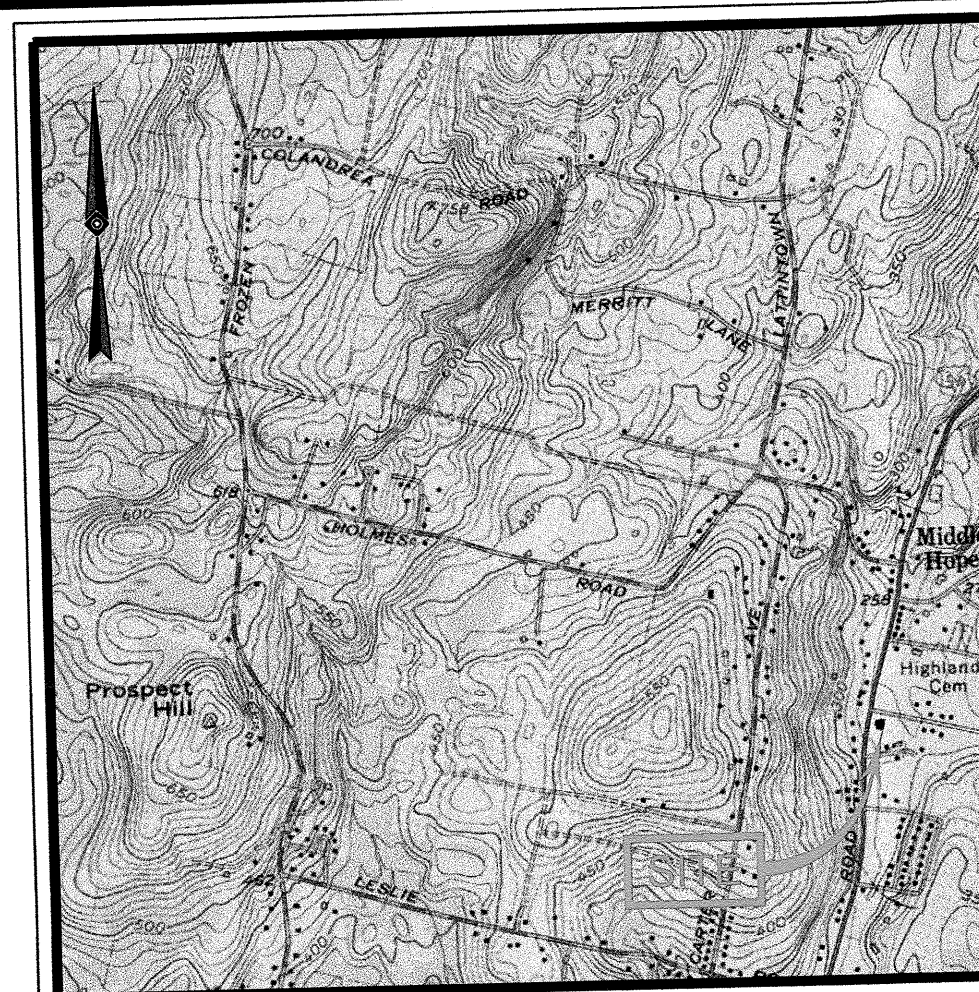
PROPOSED SHRUBS
PROPOSED TREE

McCALL PLACE
(ASPHALT ROADWAY)

ZONING TABLE

ZONING INFORMATION B DISTRICT SOURCE TOWN ZONING MAP ADAPTED 14 FEBRUARY, 2022		
ITEMS	REQUIRED	EXISTING
MIN LOT AREA	20,000SqFt	1.65 ACRES
MIN LOT WIDTH	100'	±195'
MIN LOT DEPTH	125'	±315'
MIN FRONT YARD	40'	±85'
MIN 1 SIDE YARD	15'	6.9'
SIDE TOTAL	30'	92'
MIN REAR YARD	30'	25.3'
MAX BUILDING HEIGHT	35'	>35'
MAX BUILDING COVERAGE	50%	17%
MAX SURFACE COVERAGE	85%	78%

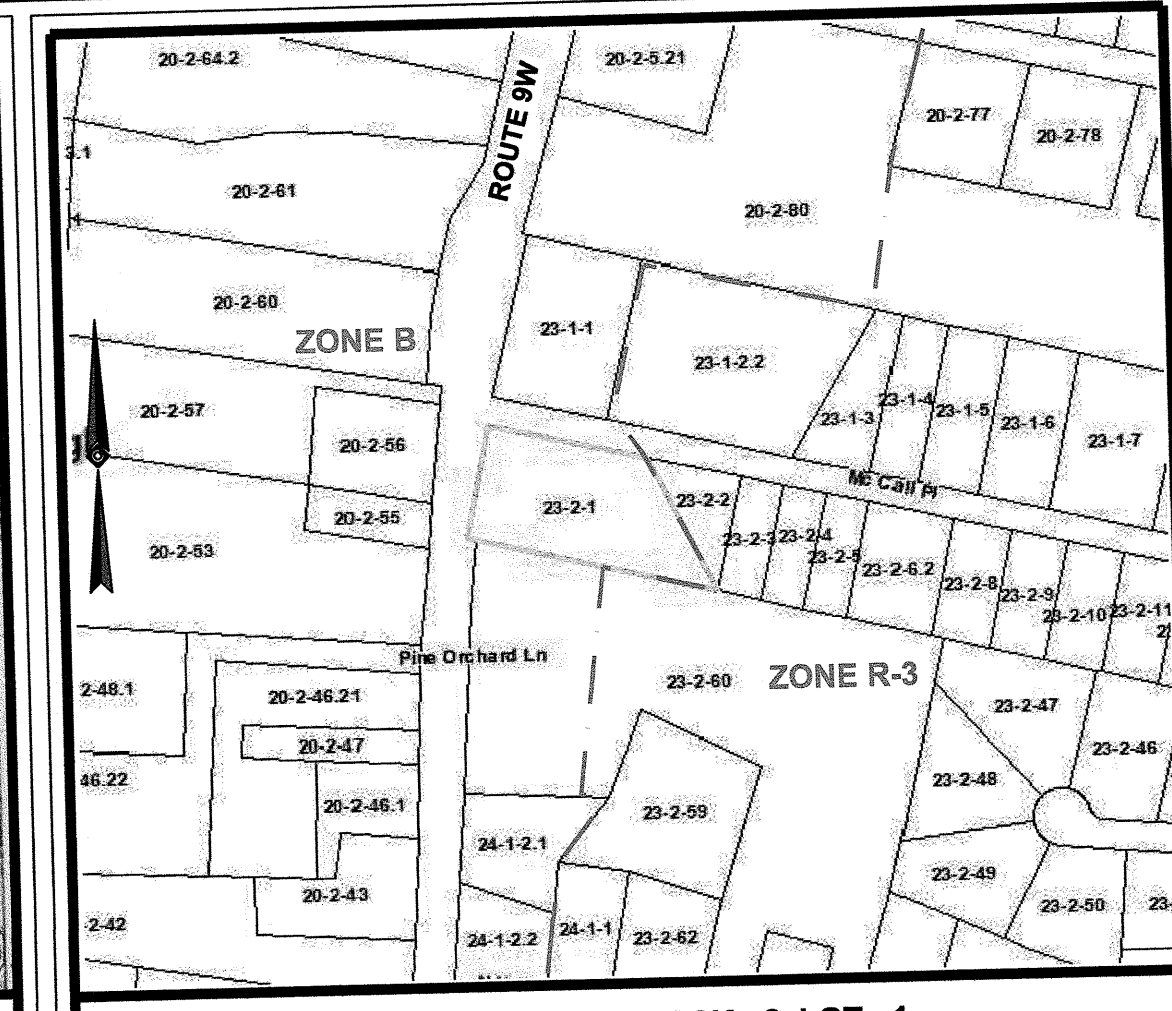
NOTE: ZONING CRITERIA IDENTIFIED HEREON ARE BASED UPON THE TOWN CODE DATED 12/16/1991, WITH AMENDMENTS NOTED WHERE APPLICABLE AS AVAILABLE ON ECODE360.COM



LOCATION MAP

SCALE: 1"= 2000'

USGS QUADRANGLE: NEWBURGH



SECTION: 23, BLOCK: 2, LOT: 1

TAX MAP

SCALE: 1"= 300'

TOTAL AREA: 1.65 ACRES

LEGEND	
	EXISTING CONTOUR
	BOUNDARY LINE
	APPROXIMATE TAX MAP LINE
	STONE WALL
	OVERHEAD WIRES
	CURB
	CHAIN LINK FENCE
	GATE POST
	METAL COVERS
	CATCH BASINS
	HYDRANT
	WATER VALVE
	UTILITY POLE
	UTILITY POLE/LIGHT
	GUY WIRE
	AREA BUILDING LIGHT
	LIGHT POLE
	ELECTRIC METER
	UNKNOWN MANHOLE
	SANITARY/SEWER MANHOLE
	UNDERGROUND NATURAL GAS MARKER
	MONITORING WELL
	FLAG POLE
	TRAFFIC SIGN
	MAIL BOX
	BOLLARD
	SECURITY CAMERA
	CLEAN OUT
	VENT & NUMBER OF VENTS
	AIR STATION
	VACUUM
	SOLID WHITE LINE
	STOP BAR
	PAINTED HANDICAPPED
	PAINTED ARROWS
	TYPICAL
	EDGE OF PAVEMENT
	LANDSCAPED AREA

NOTES:

- UNDERGROUND UTILITIES HAVE NOT BEEN SHOWN. BEFORE ANY SITE EVALUATION, PREPARATION OF DESIGN DOCUMENTS OR EXCAVATION IS TO BEGIN, THE LOCATION OF UNDERGROUND UTILITIES SHOULD BE VERIFIED BY THE PROPER UTILITY COMPANIES.
- SUBSURFACE STRUCTURES NOT VISIBLE OR READILY APPARENT ARE NOT SHOWN AND THEIR LOCATION AND EXTENT ARE NOT CERTIFIED. THE EXISTENCE OF UNDERGROUND STORAGE TANKS, IF ANY, WAS NOT KNOWN AT THE TIME OF THE FIELD SURVEY. SURVEY DOES NOT ADDRESS ENVIRONMENTAL CONDITIONS OR LAND SUITABILITY.
- THIS PLAN IS BASED ON A SURVEY PREPARED IN THE FIELD BY CONTROL POINT ASSOCIATES, INC. (THE SURVEYOR). INFORMATION PROVIDED BY THE CLIENT AND OTHER REFERENCE MATERIAL AS LISTED HEREON, CHANGES TO THE PROPERTY AFTER THE FIELD DATE ARE NOT THE RESPONSIBILITY OF THE SURVEYOR.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO THE RESTRICTIONS, COVENANTS AND/OR EASEMENTS THAT MAY BE CONTAINED THEREIN. IT IS IMPORTANT THAT A COMPLETE TITLE SEARCH BE PROVIDED TO THE SURVEYOR FOR REVIEW PRIOR TO THE PLACEMENT OF OR ALTERATION TO IMPROVEMENTS ON THE PROPERTY. BOUNDARY AND EASEMENT LINES ARE BASED UPON AVAILABLE DOCUMENTATION AT THE TIME OF SURVEY AND ARE SUBJECT TO SAID TITLE REPORT. THIS SURVEY DOES NOT ADDRESS OWNERSHIP AND POSSIBLE RIGHTS OF ADJOINING PROPERTIES. THIS SURVEY IS THE OPINION OF THE SURVEYOR AND IS NOT A LEGAL DECISION REGARDING PROPERTY BOUNDARY OR RIGHTS.
- SUBJECT TO ALL RIGHTS OF WAYS, COVENANTS, EASEMENTS, RESTRICTIONS, CONDITIONS AND AGREEMENTS OF RECORD.
- THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE EXISTING CODE OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS AS ADOPTED BY THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS. ANY DISCREPANCIES FOUND ON THE SURVEY SHOULD BE REPORTED TO THE SURVEYOR IMMEDIATELY.
- ROAD BOUNDS FOR ROUTE 9W AND MCCALL PLACE SHOWN HEREON BASED ON NYS DOT HIGHWAY 5007, MAP 13, DATED JULY 20, 1928.
- THE OFFSETS SHOWN ARE NOT TO BE USED FOR THE CONSTRUCTION OF ANY STRUCTURE, FENCE, PERMANENT ADDITION, ETC.
- EXISTING CONTOURS BASED ON ACTUAL FIELD SURVEY. ELEVATION DATUM IS NAVD83 BASED ON RTK GPS OBSERVATIONS TAKEN AT THE TIME OF THE SURVEY.

REFERENCE MAP:

MAP ENTITLED "SUBDIVISION PLAN FOR ORCHARD RIDGE" DATED OCTOBER 10, 2005, BY EUSTANCE & HOROWITZ PC, FILED WITH THE OFFICE OF THE ORANGE COUNTY CLERK AS MAP #779-05.

REFERENCE DEED:

Luba Properties Inc.
-to-
First Prestige Properties Inc.
DEED LIBER 5975 PAGE 334
DATED January 30, 2002
FILED August 22, 2002

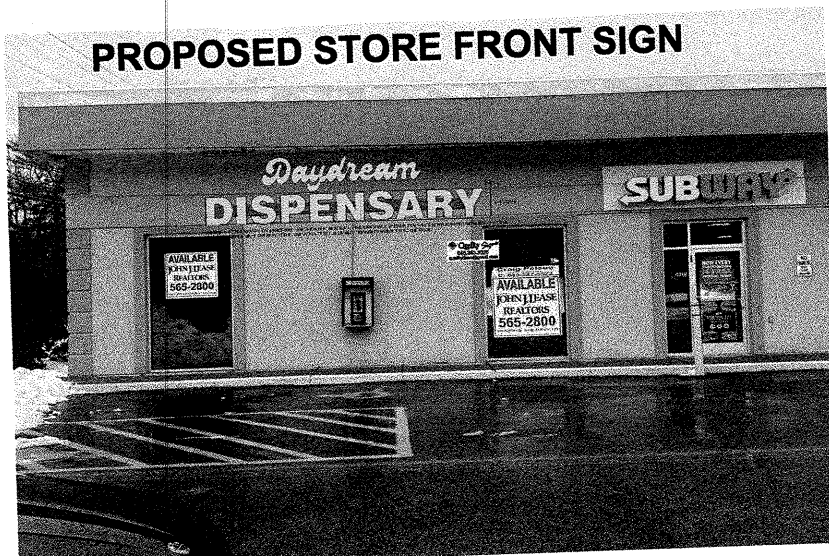
RECORD OWNER:
First Prestige Properties Inc.
Attn. Frank Hesnari
289 North Plank Road, Suite 2
Newburgh, NY 12550

PROPERTY LOCATION:

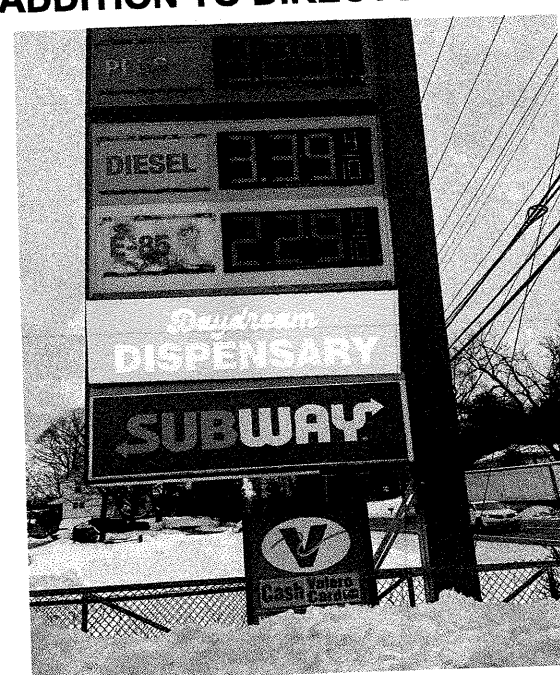
5306 Route 9W
Middle Hope, NY 12550

APPLICANT:
GURU BABA, INC.
Attn. Kamaljit Kaur
151 Heather Drive
Hopewell Junction, NY 12533

PROPOSED STORE FRONT SIGN



ADDITION TO DIRECTORY SIGN



EXISTING USE:

B DISTRICT - SCHEDULE 7
D.5. MOTOR VEHICLE SERVICE
D.6. CONVENIENCE STORE WITH GASOLINE FILLING STATION
A.17. FOOD PREPARATION SHOP

PROPOSED USE:

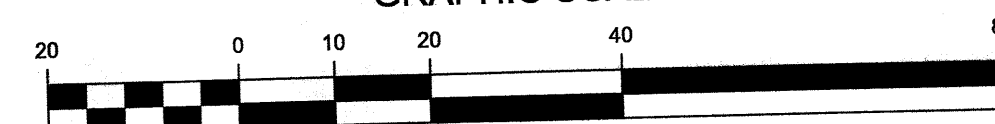
D.1. CANNABIS RETAIL DISPENSARY

HOURS OF OPERATION:
CONVENIENCE STORE: 24HRS/DAY 7 DAYS/WEEK
RETAIL CANNABIS: 9AM - 10PM 7 DAYS/WEEK

NUMBER OF EMPLOYEES: 5 (PER SHIFT)
EXISTING 3 (PER SHIFT)
PROPOSED 2 (PER SHIFT)

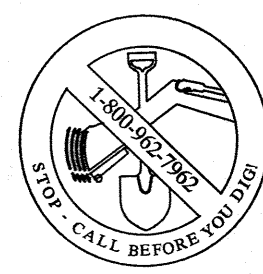
PARKING SCHEDULE 185-13 C.(1)(b) (ATTACHMENT 2 CHART 1 PARKING GENERATION RATES)		
	SPACES REQUIRED	SPACES PROVIDED
CANNABIS RETAIL	14	14
DISPENSARY 1 /150SqFt		
CONVENIENCE MARKET ...	5	15
	1 /1000SqFt	
REPAIR GARAGE	10	12
	1/VEHICLE SERVICED + 5 ADDITIONAL	

GRAPHIC SCALE



UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.

ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID TRUE COPIES.



THE STATE OF NEW YORK REQUIRES NOTIFICATION BY EXCAVATORS, DESIGNERS OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN THE STATE.

PATRICIA PAULI BROOKS, LS

NEW YORK PROFESSIONAL LAND SURVEYOR #49795

OWNER'S CERTIFICATION

THE UNDERSIGNED, OWNER OR OWNER'S AUTHORIZED REPRESENTATIVE OF THE PROPERTY SHOWN ON THIS PLAT, DOES HEREBY CERTIFY THAT HE/SHE HAS REVIEWED THIS PLAT, IS FAMILIAR WITH THIS MAP, ITS CONTENTS AND ITS NOTES AND HEREBY CONSENTS TO ALL SAID TERMS AND CONDITIONS AS STATED HEREON.

Signature

Date

PLANNING BOARD ENDORSEMENT

APPROVED BY RESOLUTION OF THE PLANNING BOARD OF THE TOWN OF NEWBURGH, SUBJECT TO ALL CONDITIONS AND REQUIREMENTS OF SAID RESOLUTION, ANY CHANGE, ERASURE, MODIFICATION OR REVISION OF THIS PLAT AS APPROVED SHALL VOID THIS APPROVAL.

Chairperson - Town Planning Board

Date