

GUARANTY

FOR VALUE RECEIVED, the undersigned hereby absolutely, irrevocably and unconditionally guarantees to Columbia Economic Development Corporation, with address at 4303 Route 9, Hudson, New York 12534, or to any subsequent assignee, payment of any and all amounts and obligations due from **DNJ PROPERTIES, LLC** to Columbia Economic Development Corporation, by reason of or arising from a certain Note, Mortgage or other Obligation (the "loan documents") given or to be given by **DNJ PROPERTIES, LLC** to Columbia Economic Development Corporation, bearing even date herewith. This guaranty includes payment by the undersigned guarantor of any and all amounts due pursuant to any of the loan documents or any other document executed by **DNJ PROPERTIES, LLC** in connection with this loan, together with all interest thereon and all attorneys' fees, costs and expenses of collection incurred by Columbia Economic Development Corporation in enforcing any rights herein. The undersigned further agrees to be bound by all of the terms and conditions of the said loan documents, and consents that from time to time, without notice to the undersigned and without affecting any liability of the undersigned: (1) any collateral for payment of such indebtedness may be exchanged, released, surrendered, sold (whether upon foreclosure or otherwise), applied or otherwise dealt with in any manner as shall be determined in Columbia Economic Development Corporation's sole discretion; (2) any time for payment under any loan document may be extended, accelerated or modified, in whole or in part; (3) any of the loan documents may be renewed, extended or modified, in whole or in part; (4) the undersigned waives presentment and notice of dishonor and protest; and (5) the holder of any loan document need not sell or otherwise realize upon or preserve any collateral at any time held by it prior to the exercise of any other right or privilege with respect to the obligations of the undersigned, including the right to collect directly for the undersigned any amounts due upon any loan document.

Columbia Economic Development Corporation may exercise or refrain from exercising any rights against the Borrower or others, including the undersigned, or otherwise act or refrain from acting without in any way affecting the rights of Columbia Economic Development Corporation herein. Columbia Economic Development Corporation may also settle or compromise any liability hereby guaranteed and dispose of any collateral in such manner as in Columbia Economic Development Corporation's sole discretion it shall deem appropriate, without notice to the undersigned and without affecting the liability of any guarantor hereunder. This Guaranty shall continue until payment in full of all amounts due to Columbia Economic Development Corporation hereunder have been received by Columbia Economic Development Corporation, and shall be binding upon the heirs, distributes, successors and assigns of any guarantor.

Columbia Economic Development Corporation may require any guarantor to make any payments when due under any loan document, without first having to make any demands for payment to any Borrower hereunder or otherwise take any action against any Borrower with regard to the collection of same. The undersigned waives the right to trial by jury in the event of any litigation between the parties hereto with respect to any matter arising under the Guaranty and further agrees that should Columbia Economic Development Corporation bring any judicial proceedings in relation to any such matter under any loan document, the undersigned may not

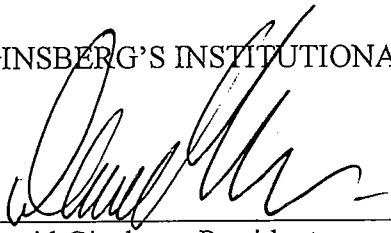
interpose any counterclaim or setoff of any nature. The undersigned further acknowledges that all agreements and representations between the parties hereto are stated herein and that no amendments or changes hereof are effective unless set forth in written document which is sign by Columbia Economic Development Corporation.

Without limiting the above, this Guaranty includes any obligations or indebtedness due from the Borrower to Columbia Economic Development Corporation by reason of a certain Penalty Note and Mortgage give by DNJ PROPERTEIS, LLC to Columbia Economic Development Corporation in the amount of TWO HUNDRED AND EIGHTY THOUSAND AND 00/100 DOLLARS.

GINSBERG'S INSTITUTIONAL FOODS, INC.

Dated: August 11, 2015

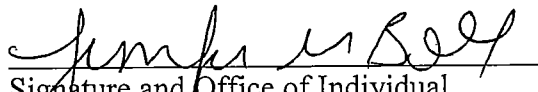
BY:


David Ginsberg, President

STATE OF NEW YORK)
)
COUNTY OF COLUMBIA)

ss.:

On the 11th day of August in the year 2015 before me, the undersigned, personally appeared, DAVID GINSBERG, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Signature and Office of Individual
taking acknowledgment

JENNIFER M. BOLL
Notary Public, State of New York
Qualified in Columbia Co. No. 01B06037953
Commission Expires February 28, 2022

PENALTY NOTE

\$280,000.00

Date: August 11, 2015

DNJ PROPERTIES, LLC

Borrower

29 Ginsberg's Road
Hudson, New York 12534
Borrower's Address

1. BORROWER'S PROMISE TO PAY

DNJ PROPERTIES, LLC, with an address of 29 Ginsberg's Road, Claverack, New York 12513 (the "Borrower" or the "Undersigned"), for value received, promises to pay to the order of **COLUMBIA ECONOMIC DEVELOPMENT CORPORATION** (hereinafter referred to as "CEDC", "Lender" or "Note Holder") the sum of **TWO HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS (\$280,000.00)** (the "Principal") at **4303 Route 9, Hudson, New York 12534**, which shall be paid at such rate and in accordance with such terms as indicated below.

2. RATE

The Borrower shall pay interest at the rate indicated below (the "Interest Rate").

A fixed Interest Rate of Seven (7%) percent per annum.

3. REPAYMENT TERMS

The Borrower will repay this Note by paying the total principal due only upon default of the covenant in Paragraph 20, together with interest thereon from the date of this Note until the Principal is fully repaid. In addition, the Borrower also agrees to pay accrued interest on the unpaid Principal balance commencing on the date that demand for payment is made. This Note shall expire and no payments shall be due hereon if there has been no default of the covenants in this Penalty Note on or before August 6, 2024.

4. BUSINESS LOAN

The Borrower represents and warrants that this Note evidences a loan for business or commercial purposes and is not a consumer transaction.

5. APPLICATION OF PAYMENTS

Each payment received on this Note shall be applied first to interest due and then to the outstanding principal balance. However, if there are any additional amounts due to CEDC

hereunder, such as late charges, CEDC may elect to apply any monies received for payment of such additional amounts due, prior to applying same toward payment of the principal balance.

6. COLLECTION OR ENFORCEMENT COSTS

If it is necessary for CEDC to bring any action or proceeding in order to collect any amounts due hereunder or as a result of a breach of any of the terms or conditions herein, or if CEDC is made a party to a lawsuit by virtue of this agreement, the Borrower shall be responsible for paying all costs, expenses and reasonable attorneys' fees incurred by CEDC in such lawsuit, action or proceeding, and also for all costs, expenses and reasonable attorneys' fees incurred by CEDC incidental to the care, preservation, processing and sale of the Collateral, or in any way relating to the rights of CEDC hereunder. This includes, but is not limited to, a mortgage foreclosure proceeding.

7. BINDING AGREEMENT; GOVERNING LAW

The Note shall be binding upon the heirs, successors and assigns of the Borrower and CEDC. It shall be interpreted and construed in accordance with the laws of New York State.

8. MORE THAN ONE SIGNER

If more than one person or entity signs this Note as a Borrower, the obligations contained herein shall be deemed joint and several and all references to "Borrower" shall apply to all persons signing this agreement both individually and jointly.

9. DEFAULT

The total unpaid balance of this Note shall become due and payable without notice or demand upon the occurrence of any one of the following "Events of Default"; (a) default in any payment of principal or interest when due under this Note; (b) failure to fulfill or perform any other term of this Note or to keep any promises made in this Note or related Term Loan Agreement and/or mortgage, including, but not limited to, the requirements of the Borrower as set forth in the Penalty Note referenced in paragraph 20 herein. Notwithstanding anything set forth herein to the contrary, the Lender shall provide 10 days written notice for any non-monetary default during which period the Borrower will have the right to cure.

10. WAIVER

The Borrower and all endorsers, sureties and guarantors hereof hereby jointly and severally waive presentment for payment, demand, notice of non-payment, notice of protest and/or notice of dishonor, and protest of this Note.

11. EXCESS INTEREST

At no time shall the Interest Rate exceed the highest rate allowed by law for this type of loan. Should this occur or should the Lender ever erroneously collect interest at a rate which exceeds the applicable legal limit, such excess will be credited to principal. However, this shall not be grounds for voiding the Borrower's obligations hereunder and in such event, the Borrower's obligations shall be deemed to be automatically modified to conform with any such applicable legal limit.

12. GIVING OF NOTICES OR DEMANDS

Any notice or other formal communication given either by Borrower or by the Lender will be in writing, and shall be deemed sufficiently given if delivered by any one of the following methods: (i) personal delivery which, in case of notice to the Lender, shall be to an officer or principal thereof; (ii) certified or registered mail, return receipt requested, postage prepaid and properly addressed as set forth below; or (iii) Federal Express or other nationally recognized courier services providing written evidence of delivery. Addresses for receipt of notices are as follows:

To the Borrower:

DNJ Properties, LLC
29 Ginsberg's Road
Hudson, New York 12513

To the Lender:

Columbia Economic Development Corp.
4303 Route 9
Hudson, New York 12534

Either party may change address for receipt of notices by written notice given to the other party in the manner provided above.

13. RIGHT TO TRANSFER

CEDC may transfer or assign this Note and deliver all or any of its rights in the Collateral held as security therefor to another party or entity which shall thereupon become vested of all of the powers and rights given to CEDC herein, and CEDC shall thereafter be forever relieved and fully discharged of any liability or responsibility to the Borrower.

14. LATE CHARGES

In addition to any other payment required herein, the Borrower shall also be obligated to pay a late charge equal to the greater of five percent (5%) or twenty five dollars (\$25.00) Dollars, which ever amount is greater for any payment due hereunder which is received by CEDC more than ten (10) days after such payment is due. This payment shall automatically be payable by the Borrower to CEDC, without demand, and the failure to pay same shall constitute a default in accordance with paragraph "9" of this Note.

15. ALL MODIFICATIONS IN WRITING

No modification or waiver of any of the provisions of this Note shall be effective unless in writing, signed by an officer of CEDC and only to the extent therein set forth, nor shall any such waiver be applicable, except in the specific instance for which given.

16. WAIVER OF JURY TRIAL AND SETOFFS

The Borrower hereby waives trial by jury and the right to interpose any setoffs of any kind in any litigation commenced by CEDC relating to this Note or any Collateral security for this Note.

17. STRICT PERFORMANCE

The failure of CEDC to immediately act with respect to any of its rights herein shall not be deemed to be a waiver on its part with respect to any such rights, and CEDC shall have the right to so act with respect to any of its rights herein at any time thereafter.

18. CROSS-DEFAULT

The Borrower hereby covenants and agrees that any event constituting a default in the terms, covenants and conditions of any Notes, Mortgages, agreements or other obligations given to the Lender, or a default in the terms, covenants and conditions of any Notes, Mortgages, agreements or other obligations given to another Lender and secured by Collateral pledged to the Lender herein (including both real and personal property) shall be considered a default of the terms, covenants and conditions of this Note, and the Lender may take whatever action it deems necessary pursuant to said default. Furthermore, a default in the terms, covenants and/or conditions of this Note shall constitute a default in the terms, covenants and conditions of any other Notes, Mortgages, agreements or other obligations given by the Borrower to the Lender.

19. SECURED NOTE

In addition to the protections given to the Lender under this Note, the Borrower has also given the Lender a Mortgage on certain real property (the "Security Instrument") dated the same date as this Note, which provides the Lender with certain rights as set forth herein and also sets forth certain obligations on the part of the Borrower. A default in any of the provisions of the Security Instrument shall constitute a default with respect to this Note. By granting a security interest in this Collateral, Borrower intends to provide the Lender with security for payment of said Note and obligation, including any extensions, modifications or renewals thereof.

20. PAYMENT REQUIREMENTS PURSUANT TO THIS NOTE

Payments shall be required under this Note only upon the occurrence of either of the conditions in (i) or (ii) below:

- (i) The sum of TWO HUNDRED EIGHTY THOUSAND and 00/100 DOLLARS

(\$280,000.00) evidenced by this Note is in the form of a penalty, and must be paid by the Borrower to the Lender under the following conditions:

- (a) Failure of the Borrower to construct a minimum of 60,000 sq. ft. of structures(s) on the subject premises which is occupied by Borrower's or Guarantor's business and in operation located on site no later than three years from the date of this Penalty Note.
- (b) In circumstances where Borrower or Guarantor discontinue this project or materially changes its proposal to CEDC to construct the 60,000 sq. ft. building on the subject property necessary for the operation of Guarantor's food business.
- (c) In circumstances where Borrower or Guarantor, or their successor, discontinues or materially changes the operation of its food business or fails to continue its operation located on site for a period of ten (10) years from the date of this Penalty Note.
- (d) Commencement of any bankruptcy, receivership or similar proceeding involving the Borrower or the Guarantor within ten (10) years from the date of this Penalty Note.

(ii) The sum of ONE HUNDRED FORTY THOUSAND and 00/100 DOLLARS (\$140,000.00) evidenced by this Note is in the form of a penalty, and must be paid by the Borrower to the Lender under the following conditions:

- (a) In circumstances where the Borrower or Guarantor fails to construct the remaining 140,000 sq. feet of building(s) on the subject premises and sells all or a portion of the subject premises within a period of ten (10) years from the date of this Penalty Note. A sale shall not be deemed to occur in the event of any transfers among related entities, trusts or individuals.

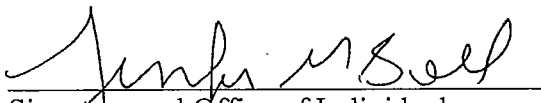
IN WITNESS WHEREOF, this Note has been signed by the Borrower at Hudson, New York on August 11, 2014.

DNJ PROPERTIES, LLC


By: David Ginsberg

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

On the 11th day of August in the year 2015 before me, the undersigned, personally appeared, DAVID GINSBERG, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Signature and Office of Individual
taking acknowledgment

JENNIFER M. BOLL
Notary Public, State of New York
Qualified in Columbia Co. No. 01B06037953
Commission Expires February 28, 2018

**DUPLICATE
ORIGINAL**

**COMMERCIAL
MORTGAGE**

WORDS USED OFTEN IN THIS DOCUMENT

- (A) **"Mortgage."** This document, which is dated **August 11, 2014**, will be called the "Mortgage."
- (B) **"Mortgagor."** **DNJ PROPERTIES, LLC**, having a mailing address of 29 Ginsberg's Road, Hudson, New York 12534, the person(s) or entity that is (are) indebted to the Lender pursuant to the terms of the Note or Notes, and will also be called the "Borrower."
- (C) **"Lender."** **COLUMBIA ECONOMIC DEVELOPMENT CORPORATION**, is the entity which holds the Note and also the Mortgage, and is referred to herein as the "Lender," or the "Mortgage Holder." Lender is a corporation or association which was formed and which exists under the laws of the State of New York. Lender's address is 4303 Route 9, Hudson, New York 12534
- (D) **"Note."** A note in the amount of \$280,000.00 bearing even date herewith, and each signed by the Borrower create the Borrower's indebtedness to the Lender and the Borrower's obligation to repay the indebtedness, including any extensions, modifications and renewals thereof, will be called the **"Note."** Reference herein to the Note shall refer to each of these Notes.
- (E) **"Property."** The property that is described below in the section titled "Property Covered by Mortgage" will be called the **"Property,"** the "Mortgaged Property" or the "Collateral."

BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

The Borrower hereby mortgages, grants and conveys the Property to Lender subject to the terms of this Mortgage. This means that, by signing this Mortgage, the Borrower gives the Lender those rights that are stated in this Mortgage and also those rights that the law gives to lenders who hold mortgages on real property. The Borrower gives the Lender these rights to protect Lender from possible losses that might result if the Borrower does not:

- (A) Pay all the amounts that Borrower owes to the Lender as stated in the Note;
- (B) Pay, with interest, any amounts that Lender spends under this Mortgage to protect its Collateral and Lender's rights in the Property; and
- (C) Keep all of the promises, representations, warranties and agreements under this Mortgage.

PROPERTY COVERED BY MORTGAGE

The Borrower hereby acknowledges to be indebted to the Lender in the sum of TWO HUNDRED EIGHTY THOUSAND AND 00/100 (\$280,000.00) DOLLARS lawful money of the United States, which the Borrower hereby agrees and binds himself to pay to the lender, its successors or assigns, with interest thereon according to a certain Note or other obligation given by Borrower to the Lender bearing even date herewith. This Mortgage is given as security for the payment of said Note and obligation, including any extensions, modifications or renewals thereof, and including taxes and insurance premiums and other expenses paid or incurred by the Lender to protect and preserve the mortgage lien; to secure the payment of which the Borrower hereby mortgages to the Lender all of the Borrower's right, title and interest in and to the real property situated at Columbia County Commerce Center, Town of Claverack, County of Columbia and State of New York, as described in Schedule "A," annexed hereto and made a part hereof.

Such rights granted by the Borrower to the Lender include the following:

- (A) All buildings, structures, other improvements and anything which is now attached to or used in connection with the property that are located on the mortgaged property including all fixtures;
- (B) All supplemental rights that Borrower has as owner of the mortgaged property including all easements, rights and appurtenances attached to the property;
- (C) All rights and privileges, if any, to all land, water, streets and roads next to and on all sides of the mortgaged property;
- (D) All rents or royalties from the mortgaged property;
- (E) Any proceeds, to the extent necessary to repay the amount that the Borrower owes, which comes from the taking of all or any part of the mortgaged property by a government agency or by anyone else authorized by law; and
- (F) All of the property and rights described herein that Borrower acquires in the future.

OWNERSHIP OF PROPERTY

1. Borrower represents and warrants that Borrower owns the properties covered by this Mortgage free and clear of any rights, liens and/or encumbrances of anyone else. Borrower will defend his ownership of the property and the lien position and rights of the Lender under this Mortgage against any claims made by anyone.

PAYMENT FOR TAKING OF PROPERTY

2. Borrower gives to Lender the right to any money which may be necessary to repay the amount Borrower owes herein, if any government agency or anyone else authorized by law takes the property or any part of it by condemnation proceedings or otherwise.

INSURANCE

3. Borrower agrees to keep the buildings on the property insured for the benefit of the Lender in such amount as is required by the Lender. They will be insured against loss by fire, flood (if the property is located in a flood zone), as well as any other hazard against which Lender desires protection, with an insurance company acceptable to Lender, which policies shall name the Lender as First Mortgagee. If Borrower fails to pay the premium for this insurance when due, or if Borrower fails to obtain special hazard insurance within **ten (10)** days after Lender requests Borrower to do so, Borrower will be in default. If Lender elects to pay such premium or obtain such special hazard insurance, Borrower agrees to then repay such premium to Lender when Lender asks for repayment together with interest at the rate provided in the Note and Mortgage. However, the fact that Lender has taken such action shall not serve to correct or forgive any default.

INSURED LOSSES

4. If any damage happens to the property for which the insurance company pays, the Lender may use the amount received to pay all or a part of the amount which Borrower owes Lender on this Note and Mortgage.

PRESERVING PROPERTY

5. Borrower represents that he will keep the property in good repair. Borrower will not damage, destroy or substantially change the property, and Borrower will not allow the property to deteriorate. If anything attached to the property and covered by this Mortgage is damaged, Borrower will repair it immediately.

BUILDINGS AND IMPROVEMENTS

6. Borrower will not remove any buildings or improvements on the property without Lender's written consent.

RIGHT TO INSPECT THE PROPERTY

7. Lender shall have the right to enter and inspect the property on reasonable notice and at any reasonable time.

PAYMENT OF TAXES

8. Borrower will pay when due all taxes, assessments, sewer rents and water rates which are assessed against the property. Borrower will show Lender receipts for payment of such charges within **ten (10)** days after Lender requests them.

WRITTEN STATEMENT OF AMOUNT DUE

9. Within **twenty (20)** days after request in writing, Borrower will give Lender a written and signed statement of the amount that Borrower owes on this Mortgage and whether or not Borrower has any rights or claims to reduce or not pay the amount which Borrower owes.

CHANGES IN LAW

10. If any new law is passed which requires Lender to pay a tax or assessment because Lender is the holder of this Mortgage, then Lender may request that Borrower pay Lender all the monies Borrower owes. If requested by Lender, Borrower agrees to pay all the monies owing under the Note or Mortgage within **thirty (30)** days after Lender gives Borrower notice of the passage of such law.

LEASE, SALE OR TRANSFER OF PROPERTY OR INTEREST THEREIN

11. In circumstances where the Borrower or Guarantor fails to construct the remaining 140,000 sq. feet of building(s) on the subject premises and sells all or a portion of the subject premises within a period of ten (10) years from the date of this Mortgage, the Borrower or Guarantor shall be responsible for the penalty set forth in paragraph 20 (ii) of the Penalty Note. A sale shall not be deemed to occur in the event of any transfers among related entities, trusts or individuals.

NOTICE

12. Unless applicable law requires a different method, any notice or other formal communication given either by Borrower or by the Lender will be in writing, and shall be deemed sufficiently given if delivered by any one of the following methods: (i) personal delivery which, in case of notice to the Lender, shall be to an officer or principal thereof; (ii) certified or registered mail, return receipt requested, postage prepaid and properly addressed as set forth below; or (iii) Federal Express or other nationally recognized courier services providing written evidence of delivery. Addresses for receipt of notices are as follows:

To the Borrower:

DNJ Properties, LLC
29 Ginsberg's Road
Claverack, New York 12513

To the Lender:

Columbia Economic Development Corp.
4303 Route 9
Hudson, New York 12534

Either party may change address for receipt of notices by written notice given to the other party in the manner provided above.

VIOLATIONS AFFECTING PROPERTY

13. If Borrower receives notice from any governmental body that the property, or the use, occupation or maintenance of the property, violates any law, then Borrower agrees to correct such violation within **ninety (90)** days.

DEFAULT AND FORECLOSURE

14. If Borrower fails to pay the money Borrower owes to the Lender or to keep any agreements, promises, representations or warranties made by Borrower in the Note or in this Mortgage, then Borrower will be in default and Lender shall be entitled to foreclose this Mortgage. This includes the Lender's right to have the property sold at public sale pursuant to the provisions of Article 13 of the Real Property Actions and Proceedings Law in order to satisfy and pay all amounts owing to the Lender pursuant to the Note and/or Mortgage, as well as any and all other rights the Lender may have pursuant to any other provisions of law. Foreclosure may result in the property being sold to a buyer who will have the right to remove Borrower, its agents, lessees, employees and/or representatives from the property. If an action is commenced to foreclose this Mortgage and there is a sale at foreclosure, Borrower agrees that the property may be sold in one parcel. If an action is commenced to foreclose this Mortgage or to enforce any of the agreements hereunder, Lender shall also be entitled to recover from Borrower all costs, expenses and reasonable attorneys' fees with respect to such action, as well as all reasonable attorneys' fees, costs, allowances, advances, disbursements and other monies which Borrower owes Lender pursuant to any of the terms and conditions of this Mortgage, or the underlying Bond or Note, together with interest at the rate provided in the Note, and which sums due shall be added to and become a part of the lien against the subject property. The proceeds of the sale shall be applied to pay all such costs, expenses, disbursements, reasonable attorneys' fees, allowances and advances, as well as to pay the principal and interest Borrower owes Lender under the Note and Mortgage. If the proceeds from the foreclosure sale are not enough to pay all of these amounts, then Lender is entitled to deficiency judgment against Borrower for the difference.

RECEIVER OF RENTS

15. If Lender starts a foreclosure action, Lender may ask the court to appoint a receiver of rents and profits to care for and protect the property and to collect rents from any tenants or persons in possession. This action may be taken without prior notice to Borrower and without reference to the value of the property. If Borrower occupies all or any part of the property, then the receiver may collect a reasonable charge from Borrower for use and occupancy.

BORROWER'S FAILURE TO PAY TAXES AND INSURANCE

16. If Borrower does not pay all taxes, assessments, sewer rents, water rates, insurance premiums, maintenance costs and any other payments Borrower is required to make within twenty (20) days after such payment(s) shall first become due, Borrower will be in default. Lender may pay those charges, although Lender does not have to do so. If Lender does pay them, Borrower will repay Lender within **ten (10)** days of Lender's request or such charges shall be added to the amount Borrower owes Lender, together with interest at the rate provided in the Note and Mortgage. The fact that Lender has made such payments does not serve to cure or forgive any default.

ASSIGNMENT OF RENTS

17. Borrower gives Lender the right to collect all rents due from tenants or occupants of the property. Lender agrees that before it exercises such rights, Borrower may collect the rents. Upon Lender's giving Borrower **five (5)** days written notice that Borrower is in default with respect to the Note and/or Mortgage or with respect to the Security Agreement, or upon Lender's giving Borrower **five (5)** days written notice that the Borrower has failed to pay the taxes or insurance in a timely manner as provided for herein, Lender may collect the rents. Borrower will not assign rents to any other person without Lender's written consent. This assignment is irrevocable and the Borrower agrees that any tenant or occupant of the property shall have no liability to the Borrower upon the exercise by the Lender of its rights herein. Such rights granted hereunder shall be in addition to any other rights which the Lender may have with respect to the right to collect rents due from tenants or occupants of the property and/or with respect to the assignment of any Leases with respect to the subject property.

ADVANCE RENT COLLECTION

18. Borrower agrees not to collect more than **one (1)** month's rent in advance from any tenant or occupant without Lender's written consent.

PAYMENTS FOR USE AND OCCUPANCY

19. If Borrower fails to make any payments under this Mortgage, then Borrower shall pay monthly in advance to Lender or to any receiver a fair charge for the use of the property. If Borrower does not pay this fair charge, Lender or the receiver may sue to collect it or to remove Borrower, or both.

COMPLIANCE WITH LIEN LAW SECTION 13

20. Borrower agrees to comply with the trust fund provisions of Section 13 of the Lien Law, by using any money received from Lender for the purpose of paying the cost of the property improvements or construction before Borrower uses any portion of the money for any other purpose. Borrower further promises to use the proceeds of this loan for the purposes set forth in the loan application.

DEFENSE OF LENDER'S RIGHTS

21. If Lender has to defend its rights under this Mortgage or the Note, then any money Lender has to pay (including all attorney's fees and disbursements) shall be added to the amount owed by Borrower. Borrower shall pay this money promptly at Lender's request, together with interest at the rate provided in the Note and Mortgage.

CHANGING THIS MORTGAGE

22. This Mortgage may be changed only upon written consent of the Lender.

LENDER'S RIGHT TO REQUIRE PAYMENT OF THE ENTIRE BALANCE

23. Lender has the right to require immediate payment, at its option, upon demand, of the entire unpaid balance of the amount due under the Note and Mortgage without presentment, under the following conditions: (a) if Borrower does not make any payment required by the Note and Mortgage within **twenty (20)** days after it is due, or (b) if Borrower does not keep any other promise, agreement, representation or warranty which Borrower has made in the Note or Mortgage within the time limit expressly set forth by the provisions herein, or if there is no time limit expressly stated herein, then within **ten (10)** days after Borrower is notified in writing of such failure to do so, or (c) if Borrower is in default in accordance with any of the provisions of this Mortgage or of the Note. With respect to a non-monetary default, Lender shall give Borrower written notice of said default and Borrower shall have **ten (10)** days from the date thereof to cure same.

INDEMNIFICATION FOR VIOLATION OF ENVIRONMENTAL PROTECTION LAWS

24. The Borrower warrants that no chemical, toxic substance, or hazardous waste or any other substance that, while not defined as toxic, may constitute a possible nuisance or health hazard has been or will be used or stored on, spilled upon or disposed of on the premises, except in accordance with Environmental Law.

The Borrower covenants to immediately give the Lender copies of all notices received by the Borrower relating to any violations of Environmental Laws. Any uncovered violation by the Borrower of any environmental or public health laws or any rules and regulations promulgated thereunder shall be a default under the terms of this Mortgage.

The Borrower agrees at its sole cost and expense, to indemnify, protect, defend and save harmless the Lender from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including without limitation attorneys', consultants', engineers',

and experts' fees, expenses and disbursements) of any kind or nature whatsoever by whomever asserted which may at any time be imposed upon, incurred by or asserted or awarded against the Lender relating to, resulting from or arising out of the past, present or future (a) use of the premises for the storage, treatment, generation, transportation, processing, handling, production or disposal of any hazardous substance or as a landfill or other waste disposal site or for military manufacturing or industrial purposes, (b) presence of any hazardous substances or a release or the threat of a release on, at or from the premises, (c) appropriate investigative, containment, removal, clean up and other remedial actions with respect to a release or the threat of any release on, at, or from the premises, (d) human exposure to any hazardous substance or nuisances of whatever kind to the extent the same arise from the condition of the premises or the ownership, use, operation, sale, transfer or conveyance thereof, (e) violation of any applicable Environmental Law, (f) non-compliance with any Environmental Permit or (g) material misrepresentation or inaccuracy in any representation or warranty or a material breach of or failure to perform any covenant made by Borrower in this Mortgage or arising out of Lender's exercise of any of its rights under this Mortgage or any other document executed by the Borrower in connection with this mortgage loan.

The following definitions apply to certain words or phrases as set forth herein:

A. "Environment" means any water or water vapor, any land including land surface or subsurface, air, fish, wildlife, biota and all other natural resources.

B. "Environmental Laws" mean all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes, including the navigation law, and the common law, relating to pollution and/or the protection of the Environment and/or the health and safety of any persons and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances and/or petroleum products and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto.

C. "Environmental Permits" mean all permits, licenses, approvals, authorizations, consents or registrations required by an applicable Environmental law in connection with the ownership, use and/or operation of the Premises for the storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances or the sale, transfer or conveyance of the Premises.

D. "Hazardous Substance" means, without limitation, any flammables, explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated-biphenyls, petroleum and petroleum based products or by-products, methane, hazardous materials, medical waste, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportations Act, as amended (49 U.S.C. Sections 1801, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), Articles 15 and 27 of the New York State Environmental Conservation Law and in the regulations promulgated thereunder. The term "Hazardous Substance" does not

include consumer products which are packaged for, stored, and used by a consumer with reasonable care and for their intended use.

E. "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the Environment, including the abandonment or discarding of barrels, containers, and other receptacles containing any Hazardous Substance.

The provisions of this paragraph shall survive any transfer of the mortgage premises, including a transfer in lieu of foreclosure or after a foreclosure of the Mortgage, and delivery of the deed affecting such transfer.

CORRECTIVE DOCUMENTS

25. The Borrower shall within **seven (7)** days of a request by the Lender re-execute any document or instrument signed in connection with this mortgage loan or execute any document or instrument that, in the Lender's sole discretion, ought to have been signed at or before the closing of the loan, or which was incorrectly drafted and/or signed. Borrower irrevocably authorizes the Lender to record any such document or instrument and agrees to pay for the cost of such recording or filing.

NO RELIANCE ON LENDER

26. Borrower affirms that it is not relying on the fact that the Lender has extended this Mortgage or loan as evidence of the value of the property or as evidence of good condition and/or good title of the mortgaged premises.

INVALID PROVISION

27. If any provision of the Mortgage would be invalid under applicable law, then such provision shall be deemed to be modified to the extent necessary to render it valid while most nearly preserving its original intent; no provision hereof shall be affected by another provision being held invalid.

SUBORDINATION

28. Lender shall execute and deliver to Borrower such further instruments as Borrower may reasonably request with respect to such subordination. This mortgage lien is subject and subordinate to the first mortgage to be granted by the Borrower with respect to financing of the construction of building and associated infrastructure on the property. Lender shall execute and deliver to Borrower such further instruments as Borrower may reasonably request with respect to such subordination. This mortgage lien is further subject and subordinate to the mortgage to be granted to the Columbia County Industrial Development Agency with respect to security for a payment in lieu of taxes agreement relating to the property.

CROSS-DEFAULT AGREEMENT

29. The Borrower hereby covenants and agrees that any default in the terms, covenants and conditions of: (1) any notes or mortgages or other obligations given to the Lender, or (2) any notes, mortgages or other obligations secured by the mortgaged property given to another Lender shall be considered a default of the terms, covenants and conditions of this Mortgage and the Lender may take whatever action it deems necessary, including foreclosing this Mortgage, to protect its interests. Further, the Borrower hereby covenants and agrees that any default in the terms, covenants and/or conditions of this Mortgage or the Note which is secured by this Mortgage shall constitute a default of the terms, covenants and conditions of any other notes, mortgages or other obligations given by the Borrower to the Lender.

NO WAIVER

30. No failure by the Lender to exercise, and no delay in exercising, and no course of dealing with respect to, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Each of the rights of the Lender herein is separate and is not exclusive of any other remedies provided by law.

MISCELLANEOUS PROVISIONS

31. In the event of any conflict between the provisions of this Mortgage and the Promissory Note or Penalty Note, the terms of the Note shall govern and control.

32. Borrower makes the following representations and warranties which shall be continuing representation and warranties throughout the term of this Mortgage that:

- a. Borrower is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to toxic and hazardous substances and other environmental matters (**the "Laws"**);
- b. No portion of the premises will be used for the disposal, storage, treatment, processing or other handling of any hazardous or toxic substances, in a manner not in compliance with the Laws;
- c. Borrower shall keep or cause the premises to be kept free of hazardous substances and not cause or permit the premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, produce or process hazardous substances, except in compliance with all applicable Federal, State and local laws or regulations.

33. The Borrower represents and warrants that: (i) it has thoroughly reviewed the terms and provisions of the Note and Mortgage, as well as all other documents executed by the Borrower in connection with this transaction, and that the terms and conditions by which the

Borrower has agreed to be bound are clearly understood; (ii) it has had an opportunity for advice of counsel of its own selection in regard to understanding the terms, meaning and effect of all of these documents; (iii) it has freely and voluntarily executed all of these documents with full knowledge of the meaning of the provisions thereof and without any duress or undue influence; (iv) it has not relied on any representations, either written or oral, express or implied, made to it by the Lender or any attorney or agent acting on behalf of the Lender, except as expressly set forth in these documents; and (v) it has received actual and adequate consideration as set forth in these documents.

PLURAL WORDS

34. When there is more than one Borrower or Mortgagor, the words shall be considered as plural.

BUSINESS TRANSACTION

35. The Borrower acknowledges that this is a business transaction and that the proceeds of the loan are being utilized for business purposes and that this is not a consumer transaction.

LENDER'S RIGHTS TO PROTECT AND PRESERVE THE MORTGAGED PROPERTY

36. In the event of a default by the Borrower with regard to this Mortgage and/or the Note, Security Agreement or any other document executed by the Borrower in connection with this mortgage loan, or in the event that a legal proceeding is commenced by anyone, including the Borrower, which effects the Lender's rights in and to the subject premises, Lender is authorized to do and pay for whatever is necessary to protect the value of the property and lender's rights in the property. Lender's actions may include but are not limited to appearing in Court, paying reasonable attorney fees and expenses, and entering onto the property and/or expending monies to make repairs, to secure and protect the property, to perform any testing with regard to the condition of the property, and to otherwise protect its rights hereunder. Lender shall not be required to give any notice to the Borrower or to any other party prior to exercising its rights hereunder. Although the Lender is authorized to take the actions set forth herein, Lender is not required to do so and shall have no liability to any other party by its decision not to do so. Any costs, expenses and/or reasonable attorney's fees incurred by the Lender in connection with the rights granted to the Lender herein shall be paid by the Borrower and shall be added to and become a part of the mortgage lien of the Lender against the subject property.

BORROWER'S OBLIGATION TO PAY INTEREST AFTER BANKRUPTCY

37. In any voluntary or involuntary bankruptcy proceeding filed by or against Borrower, either individually or jointly, Borrower agrees to pay interest on any and all arrears which are due and owing under the terms of this Mortgage and/or the Note secured thereby at the time of the filing of bankruptcy by or against Borrower. Arrears shall include but not be limited

to all amounts due for principal, interest, late fees, advances for taxes and/or insurance, legal fees incurred by Lender in connection with a foreclosure action hereunder, Borrower's bankruptcy proceeding, or otherwise incurred by Lender in connection with the protection of Lender's interest under the Mortgage and/or the Note secured thereby, costs and disbursements in connection with a foreclosure action, any and all other sums due and owing to Lender by Borrower under the terms of this Mortgage and/or the Note secured thereby. Said interest shall accrue and be paid on these sums by Borrower from the date that they are incurred until the date they are actually paid by Borrower or on behalf of Borrower, and Lender may make a claim for all such amounts. The rate of interest to be paid shall be the applicable interest rate under the terms of the Note at such time as the amount for which a claim is being made becomes due or is paid by or incurred by Lender, or the maximum interest rate which is allowed by law, whichever is the lesser rate. The rights of Lender as set forth herein shall not affect or diminish any of the other rights and/or remedies of Lender as set forth in the Note, Mortgage or other loan documents, but shall be in addition thereto. The rights of Lender as set forth herein shall also be applicable with respect to any amounts due by Borrower to Lender pursuant to any Security Agreement, Assignment of Rents, Building Loan Agreement, Modification/Extension Agreement or any other document executed by Borrower in connection with this transaction.

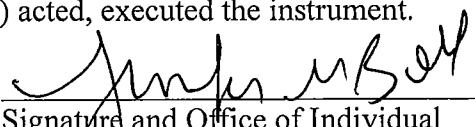
Signed this 11th day of August, 2015.

DNJ PROPERTIES, LLC.


By: David Ginsberg

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

On the 11th day of August in the year 2015 before me, the undersigned, personally appeared, DAVID GINSBERG, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Signature and Office of Individual
taking acknowledgment

JENNIFER M. BOLL
Notary Public, State of New York
Qualified in Columbia Co. No. 01B06037953
Commission Expires February 28, 2016

RECORD AND RETURN:

Freeman Howard, PC

Attn: Andrew B. Howard, Esq.

441 E. Allen Street

Hudson, New York 12534

Lands of Columbia Economic Development Corporation – 33.006 Acres:

Beginning at a point marked by an iron rod set in the southerly line of New York State Route 66, said point is approximately 299 feet westerly of the intersection of Route 66 with Sherman Potts Drive (on the north side of Route 66) and said point is the northwesterly corner of the herein described parcel, all as is shown on the below mentioned map; proceeding thence along the southerly line of New York State Route 66 N67°37'13"E, 571.72 feet to an iron rod set; thence along lands of the County of Columbia S05°26'03"W, 824.46 feet, S14°17'46"E, 96.99 feet, S04°31'03"E, 224.61 feet, S11°41'00"E, 340.84 feet and S25°25'09"E, 389.55 feet to an iron rod set; thence along lands of the R. J. Ihlenburg 2005 Trust S63°38'58"W, 87.73 feet, S52°30'55"W, 68.13 feet and S31°18'07"W, 62.54 feet to an iron rod set; thence along lands now or formerly of Thomas R. Runyon S88°37'13"W, 1114.90 feet to an iron pipe recovered; thence along lands of the County of Columbia N19°32'09"E, 713.27 feet, N17°55'36"E, 326.00 feet and N15°08'40"E, 813.13 feet to the point of beginning.

Containing 33.006 acres of land as shown on a map entitled: "Survey of Property of Columbia Economic Development Corporation to be conveyed to DNJ Properties, LLC, Towns of Claverack and Ghent, Columbia County, NY", said map was prepared by Daniel J. Russell, LS, is dated July 19, 2013 and last revised August 3, 2015.

**Lands of Columbia Economic Development Corporation – Easement Reserved
for Potential Future Waterline and Water Tower:**

Beginning at a point in the southerly line of New York State Route 66, said point lies N67°37'13"E, 299.39 feet from an iron rod set at the northwesterly corner of the 33.006 acre parcel from which the herein described easement is reserved, all as is shown on the below mentioned map; proceeding thence along the southerly line of New York State Route 66 N67°37'13"E, 30.00 feet; thence through lands of Columbia Economic Development Corporation S22°15'58"E, 141.33 feet, S22°44'02"W, 25.13 feet, S67°44'02"W, 299.51 feet, S23°35'20"W, 255.30 feet, S16°26'20"W, 1208.47 feet, S55°58'23"E, 165.29 feet, S65°46'57"E, 209.07 feet and S01°22'47"E, 41.74 feet; thence along lands now or formerly of Thomas R. Runyon S88°37'13"W, 176.68 feet; thence through lands of Columbia Economic Development Corporation N01°22'47"W, 82.81 feet, N65°22'12"W, 104.50 feet, along a curve turning to the right with an arc length of 106.83 feet, a radius of 128.22 feet, a central angle of 47°44'10" and a chord of N44°40'26"W, 103.76 feet, N55°58'23"W, 20.61 feet, N16°26'20"E, 1232.31 feet, N23°35'20"E, 269.34 feet, N67°44'02"E, 253.67 feet, N67°29'32"E, 45.77 feet, N22°15'58"W, 128.85 feet to the point of beginning.

Containing 1.88 acres of land as shown on a map entitled: "Survey of Property of Columbia Economic Development Corporation to be conveyed to DNJ Properties, LLC, Towns of Claverack and Ghent, Columbia County, NY", said map was prepared by Daniel J. Russell, LS, is dated July 19, 2013 and last revised August 3, 2015.