

**HAMILTON GREEN
BROWNFIELD CLEANUP APPLICATION
ACCESS AND CONSENT AGREEMENT**

ACCESS AGREEMENT made as of this 1st day of August 2018, by and between W.P. Mall Realty, LLC ("Grantor"), having an address at Exclusive Management, 35 West Street, Suite 202, Spring Valley, New York, and S-WD/WP, LLC ("Grantee"), having an address at 168-A Irving Avenue, Suite 200K, Port Chester, New York 10573.

WHEREAS, Grantor owns the real property located at 200 Hamilton Avenue, White Plains, New York (Section 125.67, Block 5, Lot 1) ("Grantor's Property"), together with the building and improvements thereon ("Grantor's Building") (Grantor's Property and Grantor's Building shall be referred to collectively as Grantor's Property); and

WHEREAS, Grantee submitted an application to the NYS Brownfield Cleanup Program ("BCP") to investigate and to remediate the Grantor's Property for the purpose of obtaining a Certificate of Completion under the BCP (the "Work"); and

WHEREAS, Grantee requires access to Grantor's Property to perform the Work; and

WHEREAS, Grantor has agreed to grant access to Grantor's Property and permit the performance of the Work, subject to the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor hereby grants access and a license upon, into, under and through Grantor's Property for the purpose of the entry thereon by Grantee, its agents, employees, architects, engineers, contractors and consultants, successors or assigns (collectively, the "Grantee Related Parties" and each a "Grantee Related Party"), vehicles, equipment and materials required by Grantee in order to perform all tasks reasonable and necessary in connection with the Work, including the demolition of the building and consent of the Grantor to the filing by the Grantee of an Environmental Easement on the Grantor's Property as may be required for the issuance of the Certificate of Completion.

2. Grantee Related Parties shall perform the Work in a workmanlike manner and in accordance with industry standards and in accordance with applicable laws, rules and regulations. The rights granted pursuant to paragraph 1 of this Agreement are nonexclusive, it being understood and agreed that Grantor, its agents, employees, workers, contractors and tenants during their tenancy will have full authority to access to Grantor's Property during the performance of the Work, until otherwise agreed by the parties in writing. The performance of the Work will not interfere unreasonably with the quiet enjoyment of Grantor's Building by the

tenants thereof. Grantor agrees that it will use commercially reasonable efforts to avoid unreasonable interference with Grantee's exercise of its rights hereunder.

3. All of the foregoing activities shall be performed at Grantee's sole cost and expense.

4. Grantee shall provide reasonable notice to Grantor prior to Grantee's need for access to Grantor's Property to perform the Work.

5. Grantee shall be responsible for obtaining all federal, state or local governmental approvals in relation to the Work. Grantor agrees to execute all reasonable, necessary and customary documents, including an Environmental Easement if required, and provide any permission required, during the course of performing the Work to obtain any federal, state and/or local governmental or other approval required to perform the Work.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any proceedings initiated by either party to enforce the terms of or otherwise related to this Agreement shall be brought in the state or federal court in Westchester County, New York.

IN WITNESS WHEREOF, this Agreement has been executed by Grantor and Grantee and is effective as of the date set forth above.

Grantor:
W.P. Mall Realty, LLC

By: Juda Klein (sign)
Name: Juda Klein
Title: Managing Member
Date: 8/1/18

Grantee:
S-WD/WP, LLC
By: SWD II, LLC

By: Kenneth D. Narva (sign)
Name: Kenneth D. Narva
Title: Managing Member
Date: 8/1/18