

8.09 ***Omitted.***

8.10 ***Parking License Agreement.*** The Property currently has ingress from Eagle Rock Avenue by way of a drive aisle which currently forms a part of the Property (the “Drive Aisle”)

and which is flanked by approximately 64 parking spaces (32 on either side), also on the Property, all as approximately shown on Exhibit A-2 (the “Parking Spaces” and, together with the Drive Aisle and all related improvements, the “Parking Area”). During the Permitting Contingency period, and subject to any necessary approvals from applicable Authorities, the parties shall negotiate in good faith a parking license agreement (the “License”), pursuant to which Seller, its invitees, tenants, permitted assignees, and licensees (with Seller, “Seller Parties”), shall have the right to access and use the Parking Spaces for vehicle parking. The License shall be subject to, and contain terms and conditions providing for, the following, among other customary items:

(a) No Seller Party may block the drive aisle connecting the Property to Eagle Rock Avenue (the “Drive Aisle”). The Seller Parties may only use the Parking Spaces during regular and extended business hours to be agreed upon by the parties, but in all events subject to applicable law and the Approvals. No Seller Party may use the Parking Spaces for overnight parking, multi-day parking or the storage of vehicles, materials or supplies – all such uses are prohibited. Buyer may tow or otherwise remove any improperly parked or stored vehicles or materials at Seller’s expense;

(b) The License shall be subject and subordinate to all matters of record, including any existing covenants or cross easements, and to all applicable Laws;

(c) Buyer shall not be responsible for providing lighting (other than lighting required by Authorities in connection with Buyer’s Approvals) or security to the Parking Area;

(d) Seller shall indemnify and defend Buyer from any claims, losses and liabilities relating to or arising from the Seller Parties’ use of the Parking Area;

(e) Seller shall maintain customary insurance with limits and from insurance companies reasonably acceptable to Buyer and Buyer’s insurance providers;

(f) The License shall include customary estoppel and subordination provisions;

(g) Seller shall maintain, plow, salt, repair and replace the Parking Spaces within the Parking Area and paving in good condition and repair and in compliance with Laws at its sole cost and expense, failing which Buyer may perform any such maintenance upon notice to Seller at Seller’s cost; notwithstanding the foregoing, Buyer shall have the responsibility to make all initial improvements to the Parking Area;

(h) Buyer shall have the right to maintain any and all (i) signage for the Project along Eagle Rock Avenue and illumination therefor that may be available under applicable law or as part of the Approvals and such reasonable traffic and directional signage, striping and painting along the Drive Aisle as may be needed to direct Buyer’s customers to the Project, and (ii) landscaping for the Project along Eagle Rock Avenue or along the Drive Aisle that may be required as part of its Approvals for the Project;

(i) In the event Seller acquires fee title to either or both of the properties adjacent to the Property located at 414 Eagle Rock Ave. (to the east) or 426-434 Eagle Rock Ave. (to the west) (each an “Adjacent Property”) within five (5) years after the date of Closing (the “Conversion Period”), Seller may elect either to (x) convert the License into an easement

appurtenant in favor of such Adjacent Property on substantially the same terms and conditions as the License (the "Easement") or (y) perform a subdivision of the Parking Area from the Property and, if necessary, a replat of such subdivided lot with the Adjacent Property so acquired (the "Subdivision"). Seller's right to convert to the Easement or perform the Subdivision shall be subject to the following:

i. If Seller elects to convert the License into the Easement, such Easement shall be recorded against the Property and applicable Adjacent Property and shall be on substantially the same terms and conditions as the License, including such appropriate and reasonable updates or modifications as may be necessary at the time of conversion to create a valid easement. Upon conversion to and recording of the Easement, Seller's right to perform the Subdivision shall terminate and be of no further force or effect.

ii. If Seller elects to perform the Subdivision, Buyer agrees to reasonably cooperate with Seller's efforts at no out-of-pocket cost to Buyer. The Subdivision shall be subject to receipt of all necessary approvals from all applicable Authorities and performed and completed in accordance with all applicable Laws. Seller shall reimburse Buyer for any actual out-of-pocket costs incurred by Buyer in connection with the Subdivision, including reasonable engineer and attorney costs for peer review of any Subdivision documents. To the extent reasonably possible and compatible with Seller's plans for the Adjacent Property, as part of any Subdivision, Buyer shall continue to retain in fee as part of the Property an ingress/egress drive aisle connecting the Property to Eagle Rock Avenue, failing which Seller shall grant Buyer an irrevocable easement appurtenant to the Property for ingress and egress to and from Eagle Rock Avenue and the right to install, maintain and replace any existing signage along such street, all on terms substantially similar to what was negotiated as part of the License.

(j) The License and Seller's right to convert the License into the Easement or to perform the Subdivision shall terminate and be of no further force or effect upon the earliest of (i) expiration of the Conversion Period, (ii) the conversion of the License to the Easement as evidenced by the recording thereof, and (iii) completion of the Subdivision as evidenced by recording of any necessary documents. However, if Seller acquires an Adjacent Property and commences the Subdivision (as evidenced by the filing of any necessary applications) before expiration of the Conversion Period, Seller may extend the Conversion Period for an additional six (6) months to obtain all necessary approvals and complete the Subdivision or, if the approvals therefor are denied, to convert the License to the Easement.

(k) The License shall be personal to Seller and may not be assigned, except to: (i) the County of Essex for access purposes to Crystal Lake, or (ii) an entity owned or controlled by Cary Heller. Transfer of a controlling interest in Seller shall be deemed a prohibited assignment hereunder unless complying with the foregoing. Any sublicense shall be expressly made expressly subject and subordinate to the terms of the License. Seller shall deliver notice of any sublicensees under the License to Buyer and promptly provide copies of any sublicenses to Buyer upon request.

(l) Seller shall have the right to record a memorandum of the License against the Property at Seller's cost at Closing and for the duration of the Conversion Period. Upon

termination of the License, Seller shall promptly record a quitclaim and release of any such memorandum of License.