

LEASE AGREEMENT

Agreement of Lease, made as of this 30th day of April, 2015, by and between ICC 4 West Main, LLC, a New York Limited Liability Company, with offices at 25 Computer Drive East, Albany, New York 12205 (hereinafter referred to as the "Lessor") and ICC Management and Consulting, Inc., a New York Corporation, with offices at 25 Computer Drive East, Albany, New York 12205 (hereinafter referred to as the "Lessee").

RECITALS

The Lessor is the Owner of the fee simple title of the property and the buildings and improvements located thereon at 4 West Main St. in the Village of Cambridge, County of Washington and State of New York (the "Premises").

The Lessor wishes to lease to the Lessee and the Lessee desires to hire from the Lessor the Premises for the Term, at the rent and otherwise upon, subject to and in accordance with the terms and conditions of this Lease Agreement. Accordingly, this Lease Agreement defines the respective rights, powers, duties and obligations of the Lessor and Lessee with respect to the subject matter of this Lease Agreement.

In consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee hereby agree as follows:

ARTICLE I

LEASE OF THE PREMISES

Lessor hereby leases to Lessee, and Lessee hereby hires from Lessor, the Premises for the Term, at the rent, and otherwise, upon, subject to and in accordance with the terms and conditions of the Lease.

- 1.1 Lessor and Lessee each acknowledge and agree that this Lease Agreement shall not become effective unless and until Lessor completes the renovation of the Premises, obtains a Certificate of Occupancy and the New York State Department of Health (the "DOH") issues an Operating Certificate for the use of the Premises as an Adult Care Facility and an Assisted Living Residence (the "Facility") and approves the Lessee as the Licensed Operator of the Facility (the "Effective Date"). All of the rights and obligations of the Lessor and Lessee under this Lease Agreement shall be tolled until the Effective Date.
- 1.2 Lessee shall use and occupy the Premises and the Facility as an Adult Care Facility and an Assisted Living Residence and for no other purpose.
- 1.3 The Term of this Lease (the "Term") shall commence on the Effective Date and shall end at 11:59 PM on the last day of the month that constitutes the 120th

monthly anniversary of this Lease, or on such earlier date on which this Lease Agreement shall be cancelled or terminated pursuant to any of the terms and conditions or covenants of this Lease or pursuant to law (the "Expiration Date").

- 1.4 This Lease Agreement grants to Lessee the right to the exclusive use and occupancy of the Premises and the Facility; it being the intention of the parties that the Lessee shall be entitled to the unrestricted use and occupancy of the Premises and the Facility in a manner that ensures full and complete control of the Premises and the Facility in compliance with all laws and regulations governing the operation of Adult Care Facilities and Assisted Living Residences.

ARTICLE II

THE RENT

The Rents payable under this Lease (collectively referred to herein as the "Rent") shall be and consist of (i) the Basic Rent and (ii) Additional Rent, the payment of which shall be governed by the following:

- 2.1 Lessee shall pay to Lessor on the first day of the month in which the Effective Date occurs and on the first day of each month thereafter, during the Term of this Lease Agreement, Basic Rent in an amount equal to the amount of the monthly payments Lessor is obligated to pay with respect to any Mortgage Loan or Loans that constitute a lien on the Premises and the Facility, or any refinanced Mortgage Loan or Loans (the "Monthly Debt Service").
- 2.2 Lessee shall also pay to Lessor Additional Rent, as follows:
 - 2.2.1 All levies, taxes, assessments and similar charges, including, without limitation, real estate taxes, all water, sewer and similar fees, rents, excises or levies, license fees, inspection fees and other governmental charges of any kind or nature hereinafter levied or assessed during the Term of this Lease Agreement (the "Impositions").
 - 2.2.2 The Insurance Premiums that Lessor is obligated to pay for Lessor's Insurance Requirements, pursuant to section 4.4 herein (the "Insurance Premiums").
 - 2.2.3 Lessor and Lessee shall establish an escrow account for the purpose of paying the Impositions and the Insurance Premiums (the "Escrow Account"). Lessee shall deposit into the Escrow Account monthly payments on the first day of each month during the Term of this Lease Agreement in an amount equal to 8.34% of the combined annual Impositions and Insurance Premiums, and such other sums as shall be necessary to satisfy Lessee's obligations under sections 2.2.1 and 2.2.2 herein.

- 2.2.4 Lessee shall also pay to Lessor, as Additional Rent, a return on the aggregate amount of Capital invested in Lessor to fund the acquisition and renovation of the Premises and the Facility (Lessor's Equity Capital). The return on Lessor's Equity Capital shall be equal to Citibank's Prime Rate of Interest (calculated as of the Effective Date and on each annual anniversary of the Effective Date thereafter during the Term of this Lease Agreement), plus five (5%) percent (the "Rate of Return"). Lessee shall pay to Lessor an amount equal to the product of Lessor's Equity Capital multiplied by the annual Rate of Return, which amount shall be paid to Lessor in equal monthly payments.
- 2.2.5 Lessor shall be responsible for the making and the cost of major repairs to the Premises and the Facility and to the equipment, apparatus and fixtures at or on the Premises and the Facility; the replacement of the equipment, apparatus and the fixtures at or on the Premises and the Facility, when and if required; and Capital Improvements to the Premises and the Facility (the "Major Repairs, Replacements and Capital Improvements"). Lessee shall, as Additional Rent, reimburse Lessor for the Cost of all such Major Repairs, Replacements and Capital Improvements.

ARTICLE III

LESSEE'S COVENANTS AND OBLIGATIONS

- 3.1 Lessee shall be responsible for and bear the cost of furnishing electricity to the Premises and Facility and for the distribution of the electricity on and within the Premises and Facility, including any tax or fee imposed upon Lessor for the consumption of electricity. Lessee shall also be responsible for and bear the cost of water to the Facility and for the distribution and heating of the water within the Facility. The cost of furnishing heat, ventilation and air conditioning of the Facility shall also be the responsibility of the Lessee.
- 3.2 Lessee shall not make any alterations or improvements to the Premises or the Facility of any kind without Lessor's prior written consent. Lessee shall request Lessor's written consent for any alterations or improvements by written notice to Lessor, which request shall be accompanied by plans and specifications showing the nature of such proposed alteration or improvement. In the event that Lessor incurs any costs for professional services, or otherwise, in connection with any such proposed alteration or improvement, Lessee shall reimburse Lessor for all such reasonable costs.
- 3.3 Lessee shall procure and maintain during the Term of this Lease Agreement, at Lessee's cost and expense, insurance policies with insurance companies of recognized responsibility a minimum of the following insurance: (i) Worker's Compensation Insurance; (ii) Unemployment Compensation Insurance; (iii)

Disability Insurance; (iv) Professional Liability Insurance in an amount equal to at least \$1,000,000, with respect to personal injury and property damage, arising out of professional acts, errors or omissions; (v) automobile liability insurance on vehicles operated in conjunction with the operation of the Facility, with a combined single limit for each occurrence of not less than \$1,000,000; and (vi) such other insurance in face amounts as Lessor deems advisable for protection against claims, liabilities and losses arising out of or connected with the operation of the Facility.

- 3.4 Lessee shall indemnify and hold Lessor harmless from and against any and all claims arising from or in connection with (i) the operation or management of the Facility; (ii) any act, omission or negligence of Lessee; (iii) any accident, injury or damage whatever (except to the extent caused by Lessor's negligence) occurring in, or at or upon the Premises or the Facility; and (iii) any breach or default by Lessee under this Lease; together with all costs, expenses and liabilities incurred in or in connection with each such claim, or any action or proceeding brought thereon, including reasonable attorney's fees and expenses.
- 3.5 Lessee, at its expense, shall comply with all legal requirements affecting the Premises and the Facility for the use and occupancy thereof and be responsible for the cost of any other compliance with legal requirements, with respect to the Premises and the Facility, which arises from Lessee's use and occupancy of the Facility.
- 3.6 Lessee, throughout the Term, shall, at its expense, keep and maintain and take good care of the Premises and the Facility and make all needed repairs in and to the Premises and the Facility, whether interior or exterior.
- 3.7 If the whole or material portion of either the Facility or the Premises shall be taken by condemnation or in any other manner for public or quasi-public use or purpose (whether permanently or temporarily for more than six months), this Lease Agreement shall terminate as of the date of vesting of title on such taking and the Basic Rent and Additional Rents shall be prorated and adjusted as of such date. Lessor shall be entitled to receive the entire award or payment in connection with any taking without reduction therefrom for any estate vested in Lessee by this Lease Agreement or any value attributable to the unexpired portion of the Term and Lessee shall receive no part of such award. Notwithstanding the foregoing, Lessee may pursue its own condemnation claim so long as Lessee's claim does not otherwise diminish, reduce or inhibit Lessor's recovery rights as set forth in this section 3.7.
- 3.8 Lessee, throughout the Term, shall not bring, or permit any party to bring, any Hazardous Materials onto the Premises or into the Facility. As used herein, the term "Hazardous Materials" shall mean any material, substance, compound, solid, liquid or gas, or any radiation, emission or release of energy in any form, including naturally occurring, man-made or the product of any process, (i) which

is or may under certain conditions be toxic, harmful, hazardous or acutely hazardous to the public health, public safety or the environment, or (ii) which is or may be defined or regulated as a "hazardous waste", "hazardous substance", "toxic substance", pollutant or contaminant, under any law.

3.9 Lessee shall, throughout the Term of this Lease, cause the Premises and the Facility to be cleaned, kept and maintained in a clean condition, including portions of the Facility used for preparation, serving or consumption of food or beverages, training rooms, data processing or reproducing operations, lavatories or toilets or other special purposes to the extent such areas require greater or more difficult cleaning work.

ARTICLE IV

LESSOR'S OBLIGATIONS

- 4.1 Lessor hereby agrees to comply with and faithfully perform all of the terms and conditions of this Lease Agreement applicable to Lessor as set forth herein.
- 4.2 Lessor further agrees to take such actions as are reasonably necessary to ensure, consistent with the provisions herein, that Lessor and Lessor's agents, shall provide assistance to Lessee, to the extent that such assistance is permitted by any legal requirements and the permits, licenses and approvals issued by and the regulations of, the DOH.
- 4.3 So long as Lessee pays all of the Basic Rent and Additional Rents, when same become due, and observes and performs all of Lessee's other obligations hereunder, Lessee shall peaceably and quietly, have, hold and enjoy the Premises and the Facility without hindrance, ejection or molestations by Lessor or any person or entity lawfully claiming through or under Lessor, subject, nevertheless, to the provisions of this Lease Agreement and all and any mortgage liens.
- 4.4 Lessor shall procure and maintain, during the Term of this Lease Agreement, with insurance companies of recognized responsibility, a minimum of the following insurance: (i) Property Casualty Insurance on the Premises and Facility and Facility contents, fixtures, mechanical apparatus and equipment, in an amount not less than 100% of the replacement cost thereof (excluding the cost of foundations and excavations), and including business interruption coverage; (ii) Commercial General Liability Insurance against claims for bodily injury, death, and property damage occurring on or at the Premises and the Facility, and in conjunction with the operation of the Facility, in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate; and (iii) such other insurance, in face amounts, as Lessor deems advisable for protection against claims, liabilities and losses arising out of, or related to, the operation of the Facility.

ARTICLE V

SUPERIOR INTERESTS

- 5.1 This Lease and all rights of Lessee hereunder, are and shall be subject and subordinate to all underlying Mortgages. This Section 5.1 shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Lessee shall promptly execute, acknowledge and deliver any instrument that Lessor, or a Mortgagee, may reasonably request to evidence such subordination.
- 5.2 If any act or omission of Lessor gives Lessee the right, immediately or after the lapse of time, to cancel or terminate this Lease Agreement, or to abate or offset against the payment of Basic Rent or Additional Rents, or to claim a partial or total eviction, Lessee shall not exercise such right (i) until it has given written notice of such act or omission to Lessor and each Mortgagee and (ii) until a reasonable period for remedying such act or omission shall have elapsed following the giving of such notice and following the time when such Mortgagee shall have become entitled to remedy the same.
- 5.3 If any Mortgagee, or any assignee of any Mortgagee, or any other person, shall succeed to the rights of Lessor under this Lease Agreement, whether through possession or foreclosure action or delivery of a new Lease or deed, then, at the request of such party so succeeding to Lessor's rights and upon such successor lessor's written agreement to accept Lessee's attornment agreement, tenant shall attorn to and recognize such successor lessor as Lessee's lessor under this Lease Agreement and shall promptly execute and deliver any instrument that such successor lessor may reasonably request to evidence such attornment.
- 5.4 Lessor hereby agrees and covenants to use commercially reasonable efforts to obtain from any existing or future Mortgagee a Non-Disturbance Agreement with respect to this Lease Agreement.

ARTICLE VII

ASSIGNMENT, SUBLETTING AND MORTGAGING

- 6.1 Lessee shall not: (i) assign or otherwise transfer in whole or in part this Lease Agreement, (ii) sublet the Facility or any part thereof, or allow the same to be used or occupied by any person other than Lessee for any purpose, or (iii) mortgage, pledge, encumber or otherwise hypothecate this Lease Agreement or the Premises or the Facility or any part thereof in any manner whatsoever, without, and in each instance, obtaining the prior written consent of Lessor.

6.2 Should this Lease Agreement be assigned, or if the Premises or the Facility or any part thereof be sublet or occupied by anybody other than Lessee, Lessor may, after such default by Lessee, collect the Basic Rent and Additional Rents from the assignee, sub-lessee or occupant, and apply the net amount collected to the Basic Rent and Additional Rent herein reserved.

ARTICLE VII

DEFAULT

7.1 Lessee shall be deemed to be in default under this Lease Agreement (an "Event of Default") upon the occurrence of one or more of the following events:

- 7.1.1 Lessee fails to keep, observe or perform any covenant, agreement, term, or provision of this Lease Agreement to be kept, observed or performed by Lessee, and such failure shall continue for a period of 30 days after Lessee receives written notice from Lessor regarding such default. If such default cannot be cured within such 30 day period, then Lessee shall be entitled to such additional time as shall be reasonable, provided Lessee is capable of curing same, has promptly proceeded to commence the cure of such default within said period, and thereafter diligently prosecutes the cure to completion;
- 7.1.2 The entry by a court of competent jurisdiction of a decree or order for relief, with respect to Lessee, in any involuntary case or proceeding under any bankruptcy, insolvency or similar law, or appointing a receiver, liquidator, trustee or similar official of Lessee, of all or any substantial part of the property of Lessee, or ordering the reorganization of Lessee, the winding up of Lessee's affairs or the liquidation of its property, and such decree or order shall continue unstayed and in effect for a period of 30 days.
- 7.1.3 The consent or acquiescence of Lessee to the entry of any decree or order described in section 7.1.2 hereof, the commencement by Lessee of a voluntary case or proceeding under any bankruptcy, insolvency or similar law, Lessee making a general assignment for the benefit of creditors, or Lessee's admission in writing of its inability to pay its debts as they become due.
- 7.1.4 Any material adverse change in the financial condition of Lessee which adversely affects Lessee's ability to perform its duties under this Lease Agreement.

- 7.1.5 A transfer of any voting Shareholder Interests in Lessee which would cause the current principals of Lessee to own less than 51% of all Shareholder Interests in Lessee.
- 7.2 Lessor shall be deemed to be in default hereunder under this Lease Agreement (an "Event of Default") in the event Lessor shall fail to keep, observe or perform any material covenant, agreement, term, or provision of this Lease Agreement to be kept, observed or performed by Lessor, and such failure shall continue (i) for a period of 10 days after written notice thereof by Lessee to Lessor, in case of monetary defaults, or (ii) for a period of 30 days after written notice thereof by Lessee to Lessor, in the case of non-monetary defaults; provided, however, if such non-monetary default cannot be cured within such 30 day period, then Lessor shall be entitled to such additional time as shall be reasonable, provided Lessor is capable of curing same, has promptly proceeded to commence the cure of such default within said period, and thereafter diligently prosecutes the cure to completion.
- 7.3 Upon the occurrence of a default by Lessee as specified in section 7.1 of this Lease Agreement and the expiration of any applicable cure period provided by this Lease Agreement, Lessor shall be entitled to terminate this Lease Agreement effective immediately, remove Lessee from the day-to-day management of the Facility, and replace Lessee, subject to the approval of the DOH, with a substitute Lessee and otherwise to exercise all its rights at law or in equity.
- 7.4 Upon the occurrence of a default by Lessor as specified in section 7.2 of this Lease Agreement and the expiration of any applicable cure period provided by this Lease Agreement, Lessee shall be entitled to terminate this Lease Agreement, effective immediately, and to exercise all of its rights at law or in equity.
- 7.5 Lessor or Lessee may waive any breach or threatened breach by Lessor or Lessee of any term or condition herein contained. The failure by Lessor or Lessee to insist upon the strict performance of any one of the terms or conditions of this Lease Agreement or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such term, condition, right, remedy or election, but the same shall continue and remain in full force and effect. All rights and remedies that the Lessor or Lessee may have at law, in equity or otherwise for any breach of any term or condition of this Lease Agreement shall be distinct, separate and cumulative rights and remedies and no one of them, whether or not exercised by Lessor or Lessee, shall be deemed to be in exclusion of any right or remedy of Lessor or Lessee.
- 7.6 Lessor and Lessee shall seek to resolve legal disputes arising under the Lease Agreement in a manner which, insofar as possible, will ensure minimal disruption of continued services to Residents of the Facility.

ARTILCE VIII

MISCELLANEOUS PROVISIONS

- 8.1 The Provisions of this Lease Agreement shall be self-operative and shall not require further agreement by the parties except as may be herein specifically provided to the contrary; provided, however, at the request of either party, the party to whom the request was made shall execute such additional instruments and take such additional acts as the requesting party may deem necessary to effectuate this Lease Agreement.
- 8.2 Each party represents to the other that it has not engaged a broker, finder or any other person or entity in connection with this transaction, and agrees to defend, indemnify, and hold the other party harmless from any claim made by a broker, finder or any other party, based on the actions of the Indemnitior.
- 8.3 All notices, demands, consents, approvals, and requests given by either party to the other hereunder shall be in writing and shall be sent by hand delivery, by email, by a nationally recognized overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, to the parties at the following addresses:

Lessor: ICC 4 West Main, LLC
25 Computer Drive, East
Albany, New York 12205
Tel: (518) 210-2400

Lessee: ICC Management and Consulting, Inc.
25 Computer Drive East
Albany, New York 12205
Tel: (518) 210-2400

Or such other addresses and to the attention of such other person as either party may from time to time designate in writing. Notices properly given as described above shall be effective upon receipt. Refusal to accept delivery shall constitute receipt.

- 8.4 If any term or provision of this Lease Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable for any reason, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 8.5 Whenever the contents of this Lease Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural.
- 8.6 The divisions of this Lease Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal affect whatsoever in construing the provisions of this Lease Agreement.
- 8.7 Lessee and Lessor agree to keep confidential and not to use or to disclose to others, except (i) in the case of Lessor to Lessee, to Lessor's or Lessee's partners, underwriters, analysts, employees, affiliates, officers, directors, lender or any prospective lender, investor, purchaser or prospective purchaser of the Premises and the Facility, (ii) in the case of either party, to any rating agencies, lender, stock analysts, banks, accountants, lawyers and other like professionals, (iii) as expressly consented to in writing by the other party or (iv) required by law, any and all of their respective secrets or confidential technology, proprietary information, customer lists, or trade secrets, or any matter or items ascertained through their association with each other.
- 8.7.1 Lessee and Lessor further agree that should Lessee cease to operate as Lessee, Lessee will return to Lessor any Facility information of any kind pertaining to Residents of the Facility, business, sales, financial condition or products and Lessor will return to Lessee any and all of Lessee's confidential information obtained by Lessor.
- 8.7.2 Notwithstanding anything herein to the contrary, any party to this Lease Agreement (and any employee, representative, or other agent of any party to this Lease Agreement) may disclose to any and all persons, without limitation of any kind, the U.S. federal income tax treatment and tax structure of the transactions contemplated by this Lease Agreement and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such tax treatment and tax structure; provided, however, that neither party (nor any employee, representative or other agent thereof) shall disclose any information that is not relevant to an understanding of the U.S. federal income tax treatment of the transaction contemplated by this Lease Agreement, including the identity of any party to this Lease Agreement (or its employees, representatives or agents) or other information that could lead any person to determine such identity or any information to the extent such disclosure could result in a violation of any federal or state securities laws.

8.8 The parties agree that no public release or announcement concerning the transactions contemplated hereby shall be issued by any party without the prior written consent of the other party, except as required by law or applicable regulations.

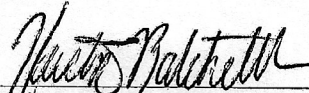
8.9 With respect to the subject matter hereof, this Agreement supersedes all previous contracts and constitutes the entire Agreement between the parties with respect to the specific subject matter hereof, and no party shall be entitled to benefits other than those specified herein. As between the parties, no oral statements or prior written material not specifically incorporated herein shall be of any force and effect. The parties specifically acknowledge that in entering into and executing this Lease Agreement, the parties rely specifically upon representations and agreements contained in this Lease Agreement and no others. All prior representations or agreements not expressly incorporated herein, whether written or verbal, are superseded, and no changes in or additions to this Agreement shall be recognized unless and until made in writing and signed by both parties hereto. This Agreement may be executed in two or more counterparts, each of which shall be deemed as original and all of which together shall constitute but one and the same instrument.

8.10 The terms and conditions of this Lease Agreement shall inure to the benefit of, and be binding upon, the respective successors, heirs, legal representatives or permitted assigns of each of the parties hereto.


8.11 The parties agree that this Lease Agreement shall be governed by and construed in accordance with the laws of the state of New York.

In witness whereof, the parties hereto have entered into this Lease Agreement as of the day, month and year first above written.

ICC 4 West Main, LLC

By: 
Kristen Batchelder, Operating
Managing Member

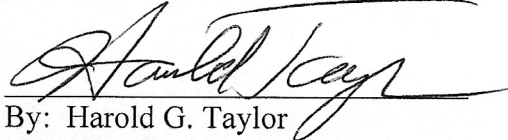
ICC Management and Consulting, Inc.

By: 
George Scala, President

AGENCY CONSENT

The attached sublease is made with the full knowledge and agreement of the Counties of Warren and Washington Industrial Development Agency, the original lessor, (the "Agency") and the Agency accepts the sublease dated April 30, 2015, herein but retains all rights to disapprove any future sublease between ICC 4 West Main, LLC and ICC Management and Consulting, Inc. or between the ICC 4 West Main, LLC and any other party.

Counties of Warren and Washington
Industrial Development Agency

A handwritten signature in black ink, appearing to read "Harold Taylor", written over a horizontal line.

By: Harold G. Taylor
Chairman

May 14, 2015