

Last Revised: July 1, 2025

Tenant Ports and Industrial Park Rules

*This document ("**Tenant Port Rules and Additional Terms**") sets forth the rules, policies, and supplementary lease terms applicable to all tenants at the Port of Coeymans (New York), the Coeymans Industrial Ports and Industrial Park (New York) and the Pier J property (South Carolina) (together the "**Ports and Industrial Park**"). It is incorporated by reference into each lease agreement ("**Lease**") between the Landlord and a Tenant within the Ports and Industrial Park, whether the Lease is structured as a Gross, Net, or Triple Net lease. The first section below outlines general Ports and Industrial Park rules and regulations ("**Port Rules**") that all Tenants must follow. In the event of any conflict between these additional terms and the main Lease, these terms shall control to the extent permitted by law.*

Tenant Port Rules (Applicable to All Tenants)

Applies To: All tenants and occupants at the Coeymans Port Complex and related buildings/facilities (collectively, the "Project"), including all of their employees, invitees, subtenants, contractors, and vendors (collectively, "Tenant Parties").

1. INCORPORATION; PRECEDENCE; AMENDMENTS

1.1 Incorporation. These Port Rules are incorporated into each lease or occupancy agreement (each, a "Lease") as if fully set forth therein. Capitalized terms not defined here have the meanings in the Lease.

1.2 Precedence. To the fullest extent permitted by law, if any conflict exists between a Lease and these Port Rules, the provision most favorable to Landlord controls.

1.3 Amendments. Landlord may amend these Port Rules at any time, in Landlord's sole discretion, by posting to www.carvercompanies.com/about-us/port-tariff-information/ (the "Rules Site"). Continued occupancy or access after posting constitutes acceptance of the amendment.

1.4 Lease Default. A breach of these Port Rules constitutes a breach of the Lease (subject to any applicable notice and cure rights expressly set forth in the Lease).

2. DEFINITIONS

2.1 "Administrative Overhead" means fifteen percent (15%) of Landlord's out-of-pocket costs, added where stated.

2.2 "Landlord Parties" means Landlord and its parents, affiliates, managers, members, officers, employees, agents, contractors, and lenders.

2.3 "Operating Expenses" include, without limitation, real estate taxes and assessments ("Taxes"), insurance premiums and deductibles ("Insurance"), common utilities and services for common areas and base-building systems ("Common Services"), and routine maintenance/repairs (excluding capital, except as amortized per §6.5).

2.4 "Tenant Parties" means Tenant and its employees, invitees, subtenants, assignees, licensees, contractors, vendors, and agents.

2.5 "Additional Rent" means any sums (other than Base Rent) payable by Tenant to Landlord under the Lease or these Port Rules.

3. ACCESS, SECURITY, AND CONDUCT

3.1 Credentials. All Tenant Parties must comply with Landlord's access controls, carry government identification on request, and display Landlord-issued badges where required.

- 3.2 Screening/Training. Landlord may require background checks, security credentials (e.g., TWIC or equivalent), drug/alcohol testing (post-incident or reasonable suspicion), and safety/security training as conditions of access.
- 3.3 Searches/Prohibited Items. Vehicles, packages, and containers are subject to inspection. Firearms, explosives, illegal drugs, drones, and hazardous consumer items are prohibited unless Landlord authorizes in writing.
- 3.4 Photography/Recording. No photography, videography, mapping, or telemetry without Landlord's prior written consent.
- 3.5 Suspension. Landlord may suspend or revoke access for violations or safety/security concerns without abatement of Rent or Additional Rent.
- 3.6 Emergency Closures. Landlord may restrict or close the Project for weather, security, utility, or other emergencies; Rent and Additional Rent do not abate.
4. USE; NUISANCE; SMOKING; ANIMALS
- 4.1 Use. Premises shall be used only for lawful uses permitted by the Lease and consistent with a working port environment.
- 4.2 Nuisance. Tenant shall not cause nuisance, vibration, excessive noise, odors, or light spill beyond the Premises.
- 4.3 Smoking/Cannabis. Smoking/vaping only in designated exterior areas. Cannabis is prohibited anywhere on the Project regardless of state law.
- 4.4 Animals. No animals except bona fide service animals.
5. PARKING; TRAFFIC; DELIVERIES; MOVES
- 5.1 Ports and Industrial Parking. Non-exclusive, first-come parking in areas designated by Landlord; no overnight parking, storage, or repairs without Landlord consent.
- 5.2 Traffic Rules. Obey posted limits, routing, and signage; heavy vehicles must use designated routes.
- 5.3 Deliveries. Loading docks/areas are shared and may require scheduling.
- 5.4 Moves/Large Items. Moves or large deliveries require three (3) business days' prior scheduling; Tenant shall protect finishes and promptly repair damage.
6. OPERATIONS; MAINTENANCE; SELF-HELP
- 6.1 Landlord Scope. Landlord maintains structure (roof, foundation, exterior walls), common areas, and base-building systems in commercially reasonable condition.
- 6.2 Tenant Scope. Tenant maintains interior, finishes, fixtures, and non-structural elements in good order; promptly reports conditions affecting building systems.
- 6.3 Damage by Tenant. Repairs necessitated by Tenant Parties' acts, omissions, misuse, or code violations shall be performed by Landlord (or its contractors) at Tenant's cost plus Administrative Overhead, as Additional Rent.
- 6.4 Entry/Inspection. Landlord may enter the Premises at reasonable times (or at any time in an emergency) to inspect, maintain, enforce, or show to lenders/buyers.
- 6.5 Capital Work. Capital improvements (i) required by law or insurance after the Base Year, or (ii) reasonably expected to reduce Operating Expenses, may be amortized on a straight-line basis (including reasonable financing costs) over useful life and included in Operating Expenses to the extent of the annual amortization.
- 6.6 Self-Help. If Tenant fails to perform an obligation after required notice (or

immediately in an emergency), Landlord may cure and charge Tenant all costs plus Administrative Overhead as Additional Rent.

7. UTILITIES; SUBMETERING; INTERRUPTIONS

7.1 Responsibility. Unless the Lease expressly states utilities are included in Base Rent, Tenant shall pay all utilities serving the Premises (electric, gas, water, sewer, telecom/data), whether directly metered or allocated/submetered by Landlord.

7.2 Excess Use. If Tenant's use materially exceeds normal office levels (as reasonably determined by Landlord), Landlord may install sub-meters at Tenant's expense and/or impose excess use charges per the Fee Schedule as Additional Rent.

7.3 After-Hours. After-hours HVAC/access and special set-points are available upon request and are billable per the Fee Schedule.

7.4 Interruptions. Reasonable interruptions due to maintenance, repairs, replacements, or force majeure do not abate Rent or Additional Rent; Landlord will act with commercially reasonable diligence to restore service.

8. ENVIRONMENTAL; HAZARDOUS MATERIALS; STORMWATER

8.1 Restrictions. Tenant shall not generate, store, or use hazardous materials other than customary office quantities in original containers in strict compliance with law.

8.2 SWPPP/SPDES. Tenant shall comply with all site stormwater controls, permits, and plans (including SPDES and SWPPP), including any Landlord protocols.

8.3 Spills/Response. Any release must be reported to Landlord immediately; Tenant shall contain, remediate, and dispose using Landlord-approved contractors, at Tenant's cost plus Administrative Overhead.

8.4 Records/Inspections. Tenant shall maintain SDSs and applicable manifests/logs and furnish them on request; Landlord may enter to verify compliance.

8.5 Environmental Indemnity. Tenant's environmental obligations survive Lease expiration/termination and are subject to the carve-out in §15.3.

9. INFORMATION TECHNOLOGY; DEVICES; CYBERSECURITY

9.1 Devices/Networks. Any device connected to Project networks must meet Landlord's security baseline; Landlord may disconnect any non-compliant or risky device.

9.2 Incidents. Tenant shall notify Landlord within twenty-four (24) hours of any suspected cyber incident that could affect building systems/access control.

9.3 CCTV/Access Logs. Tenant consents to Landlord's use of CCTV and access control logs for safety, security, and incident investigation.

10. ALTERATIONS; CABLING; SIGNAGE; ROOF/EXTERIOR

10.1 Approvals. Any alterations, cabling, satellite/antenna, rooftop or exterior devices, or signage require Landlord's prior written approval and use of licensed, insured, Landlord-approved contractors.

10.2 Shutdowns. Any utility or life-safety impairment requires five (5) business days' prior notice and Landlord supervision at Tenant's expense.

10.3 Restoration. At Lease end (or earlier if requested for unapproved works), Tenant shall remove non-base building improvements and cabling and restore to Landlord's standard at Tenant's cost.

10.4 Rooftop/Exterior Reserved. Rooftops, ledges, and exterior walls are reserved to Landlord; any use requires a separate written license.

1. Compliance with Laws: Tenant shall comply with all federal, state, and local laws, regulations, codes, and permit requirements relevant to its operations and use of the Premises. This includes environmental, health, and safety laws, building codes, fire codes, and any special maritime or port security regulations applicable to the Ports and Industrial Park. Tenant is responsible for obtaining and maintaining any licenses or permits required for its activities.
2. Safety and Security: Tenant must conduct all operations in a safe and responsible manner. All Tenants and their employees, contractors, and visitors shall adhere to the Ports and Industrial Park's safety policies and any posted safety signage. Speed limits and traffic rules on the private port roads must be obeyed, and designated truck routes, loading zones, and parking areas must be used as directed. Tenants shall cooperate with Landlord's security personnel and protocols, including any badge or identification systems and security screenings at the Ports and Industrial Park's entry gate. No unauthorized persons may access secure or restricted areas. Landlord may suspend or revoke access to the Ports and Industrial Park for any individual who violates security requirements or creates a safety hazard, without liability to Tenant (access may be restored when compliance is assured).
3. Use of Common Areas: Common areas of the Ports and Industrial Park (such as roads, driveways, parking lots, walkways, docks, and any shared facilities) are for the equal benefit of all tenants. Tenant shall not obstruct or misuse common areas. No materials, equipment, or vehicles may be stored or left unattended in common areas except with Landlord's prior written approval. Tenant shall ensure that its operations (including vehicle traffic, deliveries, or equipment use) do not unreasonably impede or interfere with other tenants' access or use of common facilities. Any damage caused by Tenant to a common area (beyond normal wear) shall be repaired by Landlord at Tenant's expense.
4. Neighborly Conduct and Nuisance: Tenant shall conduct its activities in a manner that is respectful of other Ports and Industrial Park occupants. No Tenant shall cause or permit any nuisance on its Premises or the Ports and Industrial Park. This includes avoiding excessive or uncontrolled noise, vibrations, fumes, odors, light, or dust that unreasonably interfere with other tenants' operations or the surrounding community. (It is understood that industrial operations may inherently produce noise or odors, but Tenant must utilize appropriate controls and mitigation measures consistent with industry standards and any applicable environmental regulations.) Tenant shall not engage in any unsafe, illegal, or immoral activity on the Premises or anywhere in the Ports and Industrial Park. If Tenant's operations pose a disturbance beyond what is normal and permissible for the Ports and Industrial Park's mixed-use industrial environment, Tenant shall promptly implement corrective measures upon request by Landlord.
5. Environmental Rules and Hazardous Materials: Tenants must handle all hazardous or regulated materials in strict compliance with law and best practices. No Tenant may release, dispose of, or discharge any Hazardous Material (as defined in the Lease or by law) in or about the Premises or Ports and Industrial Park. Hazardous materials (including petroleum products, chemicals, toxic waste, etc.) may only

be stored in appropriate containers and quantities as allowed by law, and with any required secondary containment and permits. Any spill, leak, or environmental incident caused by Tenant must be reported immediately to Landlord and the proper authorities, and Tenant is responsible for all necessary remediation, cleanup, and associated costs. Tenant shall indemnify and hold Landlord harmless from any liability or costs arising from Tenant's environmental activities or violations (per the Lease's indemnification provisions and these Rules). Routine office/household supplies (e.g. cleaning products, printer toner) are permitted in normal quantities, but any bulk storage of fuel, chemicals, or hazardous waste requires Landlord's prior written consent and compliance with Landlord's environmental policies.

6. **Maintenance and Housekeeping:** Tenant shall keep its leased Premises (interior and any exterior areas used by Tenant) clean, orderly, and free of debris. All trash and waste must be stored in suitable containers and removed regularly; disposal shall be in compliance with Ports and Industrial Park waste management rules (e.g. using designated dumpsters or recycling facilities and not attracting pests). Tenant shall not accumulate scrap, packing materials, or refuse in a manner that is visible from common areas or that poses a safety or fire hazard. If Tenant's operations involve dust, smoke, or other particulate emissions, Tenant shall utilize dust collectors, filtration, or ventilation systems as needed to prevent migration of such emissions beyond its Premises. No outside storage of equipment, inventory, or raw materials is allowed unless in areas specifically approved by Landlord in writing. At no time shall Tenant allow its equipment or inventory to block emergency exits, fire lanes, or access to utility panels/hydrants.
7. **Alterations and Signage:** Tenant shall not make any physical alterations or improvements to the exterior of buildings or to common areas without Landlord's prior written approval. This includes erecting any structures, installing outdoor equipment or tanks, drilling or coring through building surfaces, or modifying electrical/plumbing systems outside the Premises. Any Tenant-installed improvements must comply with all building codes and Ports and Industrial Park standards. **Signage:** No Tenant signage, banners, or advertisements shall be placed on the building exterior, windows, or elsewhere in the Ports and Industrial Park without Landlord's approval as to size, design, and location. Approved signs must conform to Ports and Industrial Park-wide design guidelines (if provided by Landlord) to maintain a professional and uniform appearance. Landlord reserves the right to remove or require modification of any unapproved or unsightly installations at Tenant's expense.
8. **Vehicles and Equipment Use:** All Tenant-owned or Tenant-hired vehicles (including delivery trucks, forklifts, heavy machinery, etc.) must be operated in a safe manner on Ports and Industrial Park property. Forklifts or similar equipment are not to be driven on public roads outside the Ports and Industrial Park unless properly permitted. Within the Ports and Industrial Park, such equipment must yield to pedestrians and obey all safety markings. Vehicles shall park only in designated parking areas; no long-term parking or storage of trailers, containers, or inoperable equipment is permitted on site except in areas approved by Landlord. If Tenant operates heavy trucks, they must use designated truck routes and observe posted weight limits on roads and bridges within the Ports and Industrial Park. Any damage to pavement, docks, or other infrastructure caused by Tenant's

equipment beyond normal wear will be repaired by Landlord and charged to Tenant. Tenants with oversized or specialty loads must coordinate schedules and routes with Landlord's management to ensure safe handling (especially for oversized deliveries or use of the Port's marine terminal, if applicable).

9. Security and Access Restrictions: Tenants shall adhere to all security measures implemented by Landlord or required by governmental authorities. This includes compliance with the U.S. Transportation Security Administration (TSA) and U.S. Customs and Border Protection (CBP) regulations for the port facility, if and as applicable. All persons entering or working in the Ports and Industrial Park must follow access control procedures (such as presenting ID badges, registering with security, or undergoing vehicle inspections if requested). Tenant shall provide Landlord with a list of authorized employees and agents who may access the Ports and Industrial Park, and promptly update it with any changes. Landlord may deny entry to any individual who is not authorized or who refuses to comply with security protocols. After-hours access (if any) must be arranged in accordance with Landlord's rules – for example, securing gates or alarm systems. Each Tenant is responsible for securing its Premises (doors, windows, machinery) against unauthorized entry or theft. Landlord is not responsible for security of individual Premises, and Tenant should take appropriate measures (locks, alarms, cameras) to protect its property.
10. Reporting of Incidents and Violations: Tenant must promptly notify Landlord of any accidents, injuries, property damage, safety hazards, or security incidents occurring on the Premises or elsewhere in the Ports and Industrial Park involving Tenant's operations or personnel. Additionally, any observed violation of these Port Rules (whether by Tenant's own staff or by others) should be reported to Landlord's management so that appropriate action can be taken. Early reporting allows for timely remediation and prevention of further issues. Landlord will endeavor to give notice to Tenant of any observed violations by Tenant and an opportunity to cure when feasible; however, Landlord reserves the right to take immediate action (including curtailing activities or involving authorities) if a violation poses imminent risk.
11. Amendments to Rules: Landlord may modify or supplement these Port Rules and security protocols from time to time, in order to promote safety, environmental protection, and good order in the Ports and Industrial Park. Any such changes will apply to all tenants upon reasonable notice. Notice may be given by email to the Tenant, posting on an official bulletin or website, or other written communication. Tenant agrees to comply with all updated rules upon notice. Changes will be reasonable and not materially deprive Tenant of its core leasing rights; they are intended to address evolving safety standards or operational needs of the Ports and Industrial Park. Failure to adhere to the updated rules shall have the same consequences as failure to comply with these original rules.

(Note: Violation of any of the above Port Rules by Tenant, or its employees or invitees, constitutes a breach of the Lease. In addition to any specific remedies stated above, such breach gives Landlord the right to exercise all default remedies under the Lease, including charging Tenant for any damages or costs incurred and/or eviction in the case of serious or repeated violations. These Rules are in addition to, and do not limit, Tenant's obligations under the Lease. Landlord's failure to enforce a particular rule in one instance

shall not be deemed a waiver of the right to enforce it later or enforce other rules against Tenant or other tenants

Additional Lease Terms and Conditions

(Supplemental Terms)

Additional Provisions for Net Leases

The following provisions apply when the Lease is a Net Lease – typically meaning Tenant pays base rent plus certain operating costs (often a Double Net: property taxes and insurance), while Landlord may cover structural maintenance or other expenses. These terms clarify Tenant’s obligations for those costs and related matters:

- **Taxes:** Tenant shall pay its share of all real estate taxes and assessments (“Taxes”) attributable to the Premises or the property. If Tenant’s space is separately assessed by the taxing authorities, Tenant shall pay those tax bills directly before delinquency and provide evidence of payment to Landlord upon request. If the property or tax parcel is assessed as a whole, then Tenant shall pay Tenant’s Proportionate Share of the total Taxes (as defined above, typically based on square footage). Landlord shall invoice Tenant for Tenant’s share of Taxes periodically (e.g., quarterly or as tax bills come due) and Tenant shall pay the invoiced amount within 30 days (or such shorter time as may be needed for Landlord to timely pay the authorities – Landlord will inform Tenant of any urgent deadline). If Taxes are billed to Tenant as Additional Rent, Tenant’s failure to pay will carry the same consequences as failure to pay rent. “Taxes” include not only property ad valorem taxes but also any governmental charges in lieu of or in addition to real estate taxes (such as special district assessments, county fees, etc.), except for taxes on Landlord’s net income or franchise (which remain Landlord’s responsibility). Any tax refunds or rebates attributable to the period of Tenant’s occupancy shall be credited against Taxes in the year received (net of reasonable costs of obtaining them). In summary, Tenant under a Net Lease will bear the cost of property taxes for its Premises from dollar one (no Base Year concept, unless the Lease explicitly provided one, in which case this Addendum overrides it for taxes).
- **Insurance:** Tenant is responsible for the cost of insuring the building and Ports and Industrial Park as it relates to Tenant’s occupancy. Commonly, Landlord will carry property insurance for the full replacement value of the buildings (covering fire and extended perils, etc.), as well as liability insurance for common areas, and then charge each tenant its proportionate share of the premiums. Alternatively, Landlord may require Tenant to carry such insurance for the Premises. Under this Addendum, Tenant’s obligation is as follows: if Landlord elects to insure the Property, then Tenant shall pay Tenant’s proportionate share of Landlord’s property insurance premiums (for building insurance and Landlord’s general liability for common areas) as Additional Rent. Landlord shall furnish an invoice or schedule of the insurance premium allocation annually, and Tenant shall pay its share within 30 days of invoice. Landlord may bill this in advance in monthly

installments. If Landlord instead requires Tenant to procure property insurance for the Premises, Tenant shall name Landlord as an insured or co-insured as its interest may appear, and the policy must meet any requirements set in the Lease or by Landlord (coverage amounts, perils, etc.). Tenant must then provide Landlord with a certificate of such insurance and evidence of renewal each year. *Note:* The insurance costs for which Tenant is responsible under a Net Lease are typically those insuring the Landlord's interest (structure and landlord liability). Tenant is always responsible for insuring its own personal property and operations (per the Insurance Requirements section above) regardless of lease type. Here, we are addressing the building insurance. If the Lease was unclear on this point, this clause makes clear that in a Net Lease scenario Tenant will ultimately pay for insuring the building structure, either by reimbursing Landlord or by maintaining the policy as directed.

- **Maintenance and Repairs:** In a Net Lease, day-to-day maintenance of the Premises is generally Tenant's responsibility (similar to a triple net, Tenant takes care of the interior and non-structural components), but the Landlord often retains responsibility for major structural elements and possibly certain shared systems. Unless the Lease specifies otherwise, Tenant agrees to maintain the Premises and every part thereof in good order and repair, at Tenant's sole cost, except for those elements which Landlord explicitly agrees to maintain. This means Tenant will perform (and bear the expense of) routine repairs and upkeep of HVAC units serving its space, interior plumbing and electrical fixtures, replacement of light bulbs, carpet cleaning/replacement, painting, dock door maintenance (if applicable), etc. Landlord will generally be responsible for structural repairs (roof, exterior walls, foundation) and maintenance of common areas (landscaping, parking lot paving, shared utility lines). However, under a Net Lease, Landlord *may still pass through the costs* of structural and common-area maintenance via operating expense charges included in the rent or additional rent. If the Lease's rent was set with the understanding that Tenant pays for taxes and insurance only, it likely implied Landlord covers maintenance out of rent. Therefore, absent a specific CAM charge in the Lease, Landlord shall cover routine common area maintenance. But any extraordinary maintenance or repair (like a roof replacement or parking lot resurfacing) that occurs during the term may be allocated among tenants. Landlord may amortize the cost of a capital repair or improvement and include the annual amortization in the Operating Expenses charged to Tenant (proportionately) each year. This ensures Landlord can recoup large expenditures that benefit Tenant (for example, a new roof that protects Tenant's operations). If an amortization approach is used, it will be over the useful life of the improvement (as reasonably determined by Landlord) with interest at a reasonable rate (e.g., 7% per annum, or as specified in Lease for capital pass-throughs).
- **Utilities and Services:** As with any lease type, Tenant in a Net Lease must typically pay for its own utilities (electric, gas, water) consumed at the Premises. There is usually no difference here from a Gross Lease, except that in some gross leases basic utilities might be included. So for a Net Lease, it is clear: Tenant opens and pays its own utility accounts or reimburses Landlord if Landlord supplies any utility centrally. For example, if Landlord provides irrigation water for landscaping or common area lighting, that cost is part of CAM or operating expenses that could

be passed through. Tenant should also arrange for its own janitorial and trash removal for its Premises unless the Lease provides those via Landlord (if Landlord provides, then the cost may be passed through as well or included in rent). Summarily, Tenant pays for what it uses.

- **Base Year Not Applicable:** The concept of a Base Year for expenses is generally not applicable to a true Net Lease. If the Lease document erroneously included a Base Year clause (suitable for a gross lease), the parties agree that it shall be null and void for a Net Lease structure. Tenant's obligations to pay Taxes, insurance, etc., are not limited by a base-year threshold – they apply to the full amount from the start. This Addendum thus supersedes any conflicting clause and makes clear that Tenant pays those costs without any initial baseline exclusion. (In some cases, a modified gross lease might be labeled "Net" but still have a base year for some expenses; in such case, Landlord and Tenant should clarify by an amendment which approach governs. The intention here is to ensure the Lease's economic structure is consistent with the label – if "Net," then expenses are passed through rather than embedded in base rent.)
- **Casualty and Condemnation Proceeds:** Typically, in any Lease, if the building is damaged or condemned, Landlord is entitled to the insurance or award for the structure, and Tenant for its own losses. Under a Net Lease, since Tenant bears certain costs, it is worth clarifying: Landlord will carry property insurance (or ensure it's carried) and if a casualty occurs, Landlord will use insurance proceeds to repair the building per the Lease's terms. If the Lease requires Tenant to repair its improvements, Tenant will use its own insurance for those. In a partial casualty not terminating the Lease, Tenant may still be obligated to pay rent (or a reduced rent if provided) and continue to pay taxes and other net amounts, possibly with an abatement only if the Lease says so. The main Lease should cover these scenarios, so no extensive addition here is needed except to say: Nothing about the net nature shall prejudice Tenant's rights to abatement or termination as provided in the Lease's Casualty or Condemnation sections, but Tenant's obligation to pay taxes and insurance premiums would generally abate in proportion if the rent abates (or cease if the Lease is terminated).

(In essence, the Net Lease provisions ensure Tenant pays the agreed-upon subset of expenses (taxes, insurance, etc.) directly or via reimbursement, and clarifies maintenance splits. It adjusts any Lease wording that doesn't match the "net" intent. Landlord remains protected from having to absorb those costs, and Tenant gets transparency on what it must pay.)

Additional Provisions for Triple Net (NNN) Leases

*The following provisions apply when the Lease is a **Triple Net Lease**, the structure in which Tenant is responsible for paying virtually all costs of the Premises in addition to base rent. These terms ensure that the Lease is interpreted and supplemented to achieve a "true net" deal for Landlord.*

- **Intent of Triple Net Lease:** The Lease is intended to be a completely net lease to Landlord. Accordingly, Base Rent paid by Tenant is absolutely net of all costs and

expenses relating to Tenant's Premises and its occupancy. Except as expressly set forth in the Lease, Landlord shall have no financial obligation to incur any expense with respect to the Premises or Tenant's operations. All costs of ownership, operation, maintenance, repair, replacement, and use of the Premises (and a proportionate share of such costs for the Ports and Industrial Park or common facilities) are to be borne by Tenant. In summary, Tenant assumes all responsibilities that an owner would have, aside from receiving rent.

- Operating Expenses – Tenant's Obligations: Without limiting the above, Tenant shall pay all Operating Expenses associated with the Premises. "Operating Expenses" include, but are not limited to: all real estate Taxes and assessments; all insurance premiums for property and liability insurance covering the Premises (and Tenant's share of insurance for common areas or the Ports and Industrial Park as a whole); all costs of maintenance, repair, and replacement of the Premises and its building systems; all utilities and services used by the Premises; and any common area maintenance (CAM) or services costs for the Ports and Industrial Park. If the Premises comprise an entire building or a separately defined portion of the Ports and Industrial Park, Tenant shall bear 100% of the costs for that building/portion. If the Premises are part of a larger property, Tenant shall pay its Proportionate Share of any shared costs (as defined earlier). Landlord, or an association of tenants if one exists, may administer the collection and spending of CAM or shared Operating Expenses, but the end result is that Tenant pays for its share in full. The timing of such payments can be monthly (estimated escrow) or periodic billing, at Landlord's discretion. Landlord can provide an annual budget of Operating Expenses and bill Tenant monthly one-twelfth of its share, with an end-of-year reconciliation comparing collected amounts to actual expenses (any shortfall billed to Tenant, any excess credited) similar to typical CAM billing. Tenant's obligation to pay these expenses is independent of base rent – even if Tenant has prepaid rent or has a rent holiday, Operating Expenses must still be paid. There is no Base Year or expense stop in a true NNN lease; Tenant pays these from the first dollar.
- Taxes and Insurance (Triple Net specifics): Tenant shall pay all real estate Taxes exactly as in the Net Lease section above (100% if separately assessed, or proportionate share if not). There is no threshold or Base Year; all such taxes are Tenant's responsibility during the term (prorated for partial years at commencement or expiration). Regarding insurance, typically in a NNN lease, Tenant either (a) procures and maintains property insurance on the building (naming Landlord and any mortgagee as insureds) and liability insurance for the premises, or (b) Landlord keeps the master policy and Tenant reimburses the full premium. In practice, Landlord often prefers to maintain control of building insurance, so Landlord will insure the structure and bill Tenant the cost (with no markup) as part of Operating Expenses. The Lease or Landlord will specify which method. If Tenant is to insure the building, Landlord will require certain coverage types and limits (e.g. full replacement cost, special form coverage, agreed value endorsement, etc.), and Tenant must provide evidence of such insurance and of premium payment. If Landlord insures, Tenant pays promptly upon invoicing. The risk of loss is effectively Tenant's; if there's an insured casualty, typically insurance proceeds (paid for by Tenant's premiums) will rebuild the property. (The Lease should detail casualty procedures, but nothing in a NNN lease changes the fact

that Tenant continues to pay rent even after a casualty unless abatement is provided. Many NNN leases do provide some rent abatement if the damage is severe; we defer to the Lease terms on that.)

- **Maintenance, Repair, Replacement:** Tenant shall, at its sole cost, maintain the Premises in good condition and repair at all times, including performing all necessary repairs and replacements to keep the Premises (and all building systems serving it) in first-class working order. This obligation extends to structural elements (such as the roof, exterior walls, foundation) and to all building systems (HVAC, electrical, plumbing, fire protection, etc.), interior improvements and finishes, doors and windows, parking areas or yard areas that are part of the Premises, and any fixtures or equipment exclusively serving the Premises. In a multi-tenant property, Landlord may elect to perform certain structural or common-area maintenance itself for safety and consistency, but in that case Landlord will include the cost in Operating Expenses charged to Tenant (and others) – thus Tenant still pays its share. For example, Landlord might contract for landscaping, snow removal, or security patrols covering the whole Ports and Industrial Park; Tenant will pay its share of those contracts. If a major capital repair is needed (say the roof needs replacement or the parking lot needs repaving), Landlord may coordinate the work but Tenant bears its share of the expense. Landlord may bill such capital expenses either entirely in the year incurred or amortized over the useful life (with interest) as part of annual expenses. Tenant may not avoid or delay needed repairs – if Tenant fails to take care of something that poses risk or could deteriorate further, Landlord can step in per the Right to Cure clause and charge Tenant. Tenant is responsible for preventative maintenance as well: for instance, entering into service contracts for HVAC maintenance (if required by Landlord), performing regular inspections of roof and gutters (if sole occupant), keeping the Premises painted and sealed as needed to prevent damage, etc. Every aspect of upkeep is Tenant’s duty unless expressly stated otherwise. At Lease end, Tenant must surrender the Premises in a well-maintained condition, reasonable wear and tear excepted, and perform any required repairs or restoration (including removal of Tenant’s alterations if so required by Landlord). These stringent maintenance terms ensure Landlord does not incur out-of-pocket costs for property upkeep – all expenses funnel back to Tenant as either direct obligations or reimbursable items.
- **Utilities and Services:** In a Triple Net lease, Tenant squarely pays for all utilities and services to its Premises. If any utilities are jointly metered with other spaces, Landlord will allocate charges among tenants (based on sub-meters or sq. ft. or usage studies) and Tenant must pay its allocated share. If Tenant requires any special utility infrastructure or extraordinary utility consumption, Tenant may be required to install, at its cost, separate meters or pay additional charges for upgrades. Tenant also handles its own janitorial, security (for its Premises), trash removal, and similar operational services unless Landlord provides them as part of Operating Expenses billing. Essentially, nothing is “free” or bundled in rent; Tenant either arranges and pays directly or reimburses Landlord. One exception could be if the Lease explicitly provides Landlord will furnish a service (like water to a multi-tenant building) and includes that in the CAM – but ultimately Tenant is paying via CAM. Tenant cannot cease paying for utilities or services as a way to force Landlord action – Tenant must keep everything functioning at its cost.

- **No Base Year or Expense Stop:** Unlike a gross or modified lease, there is no landlord-paid threshold of expenses in a Triple Net lease. Any clause in the Lease suggesting a Base Year or an inclusion of expenses in base rent is hereby declared inapplicable. If the Lease's printed form was not fully conformed to NNN, this Addendum overrides it – Tenant is responsible for 100% of Taxes, insurance, and operating costs from the commencement date through the end of the term. For example, if the lease form lists "Base Rent includes normal taxes and CAM for Base Year 2025," that language is superseded – instead, Tenant pays those directly or via reimbursement from day one. The rental rate was presumably set lower to reflect this shift of expense burden to Tenant.
- **Common Area Maintenance (CAM):** If Tenant is in a multi-tenant property or industrial park (like Port of Coeymans), there will be certain common area expenses (road maintenance, landscaping, security, lighting of shared areas, property management fees, etc.). Under a Triple Net lease, Tenant must pay its share of these CAM costs. Landlord will either bill these periodically or include them in an annual reconciliation. Tenant's Proportionate Share (defined earlier) will be applied to all shared costs. Landlord may charge an administrative/management fee as part of CAM (often around 10-15% of CAM expenses) to cover administrative overhead. Tenant acknowledges that this sharing of common costs is integral to NNN leases. Failure to pay CAM charges constitutes a default for non-payment of Additional Rent.
- **Landlord's Role and Disclaimer:** In a Triple Net scenario, Tenant essentially "stands in the shoes" of the owner for many practical purposes. Landlord's role is primarily to receive rent (and pass-through payments) and to enforce Tenant's obligations. Landlord is not liable for failure to perform maintenance or services that are Tenant's responsibility. If, for instance, a roof leaks, Landlord may (by Lease default provisions) have no obligation to fix it – it's Tenant's job. Tenant cannot withhold rent because something needs repair; Tenant must fix it. If the Lease specifically carves out a Landlord duty (say Landlord agrees to maintain the roof), then Landlord will do so, but still at Tenant's expense via reimbursement. Also, Landlord makes no warranties about the condition or suitability of the Premises except as expressly stated (often the Premises are delivered "AS IS" in a NNN lease, maybe with initial improvements). Landlord's obligation to provide services like cleaning, utilities, etc., is typically none – those are on Tenant. Thus, Tenant waives any claims that Landlord must furnish services or do acts not expressly required by the Lease. Any voluntary acts by Landlord to help (like coordinating a repair) do not shift the financial burden off Tenant.
- **Liability and Indemnity in NNN:** Given Tenant's broad control and responsibility, it bears noting that Tenant's indemnification of Landlord (detailed above) is particularly important in a NNN lease. Any third-party claim regarding the Premises will generally fall to Tenant to handle, since Tenant is effectively in control of the Premises as if they owned it (less the title). Tenant should have robust insurance to back this up. Landlord's limited liability (and \$100k cap) applies fully here; for example, if a customer of Tenant is injured on the Premises due to a maintenance issue, Tenant's insurance and indemnity should cover it, and Landlord's liability is limited.
- **Adjustment of Rent for Certain Costs:** Some Triple Net leases include specific clauses about certain costs, e.g., "Notwithstanding Tenant's absolute obligation to

pay all expenses, in the event the Building is a multi-tenant building, Landlord may charge a management fee up to X%," or "Landlord shall directly pay and Tenant shall reimburse property management fees not to exceed market rate," etc. If the Lease text has any caps or carve-outs (like Landlord agrees to pay for capital improvements or one specific expense), those remain in effect. This Addendum is not meant to contradict an explicit concession in the Lease (for instance, if Landlord said it would pay for a specific upcoming roof repair as part of a deal, that remains Landlord's obligation notwithstanding the above general rule – but such specific cases should be in writing). In absence of specific exceptions, the general rule of Tenant paying all applies.

(In conclusion, the Triple Net provisions ensure the Lease truly functions as intended: Landlord is financially protected and has broad authority while Tenant takes on the operational and financial responsibilities of property expenses. The Landlord's profit (base rent) is preserved without deductions, and any shortfall or increase in costs is passed to Tenant. This aligns with standard NNN lease practices and fills any gaps or ambiguities in the Lease document regarding expense responsibilities.)

General Provisions (All Lease Types)

- **Incorporation by Reference:** This Tenant Port Rules and Additional Terms document is hereby incorporated into and made part of the Lease between Landlord and Tenant. Tenant's execution of the Lease or occupancy of the Premises constitutes acknowledgment of and agreement to these additional terms. If the Lease was signed prior to review of this document, Tenant affirms that continued occupancy and payment of rent constitute acceptance of these terms. In case of any conflict or inconsistency between the terms of this document and the main Lease, the provision most protective of Landlord's rights and interests shall govern, to the fullest extent allowed by law. These Additional Terms are intended to supplement and fill any gaps in the Lease, ensuring that the intent of the parties (particularly with respect to the lease's financial structure as Gross, Net, or Triple Net) is fully carried out even if not explicitly detailed in the primary lease text.
- **Definitions – Gross vs. Net vs. Triple Net:** For purposes of these Additional Terms, the nature of Tenant's lease is defined as follows – A "Gross Lease" means the Tenant pays a fixed base rent while Landlord is responsible for the operating expenses of the property (such as property taxes, insurance, and common area maintenance). A "Net Lease" (for example, a Double Net lease) means the Tenant pays base rent plus certain property expenses (commonly the Tenant's proportional share of property taxes and insurance premiums), with Landlord only bearing the remaining expenses. A "Triple Net (NNN) Lease" means the Tenant pays base rent plus all property-related expenses – including all taxes, insurance, utilities, and maintenance costs – such that the rent to Landlord is net of those expenses. These definitions are intended to clarify the parties' financial obligations: under a Triple Net lease, Tenant effectively assumes the costs of property ownership apart from Landlord's debt service (if any), whereas under a Gross lease, Tenant's rent is intended to cover such costs which Landlord pays

directly. The provisions below will specify additional rights and duties applicable to each lease type.

- **Landlord's Discretion and Consent Rights:** Notwithstanding anything in the Lease to the contrary, whenever the Lease or these Additional Terms require Tenant to obtain Landlord's consent or approval (for example, for assignments, subletting, alterations, or operational variances), Landlord may grant or withhold such consent in its sole and absolute discretion, except where the Lease expressly provides a different standard. Even if the Lease states that consent will not be "unreasonably withheld," the parties agree that Landlord's good-faith judgment regarding the potential impact on the Ports and Industrial Park, on safety/security, or on Landlord's business interests shall be conclusive in determining reasonableness. Any refusal of consent or conditioning of approval (such as imposing additional requirements or fees) that is based on legitimate business or safety concerns of Landlord shall be deemed reasonable. Landlord's decision in these matters will be final. Tenant waives any claim for damages or lease termination based on Landlord's withholding of a consent, except to the extent Landlord is proven to have acted with willful misconduct or in bad faith. This provision is intended to override any more lenient or restrictive consent standard in the Lease, thereby giving Landlord broad discretion to protect the integrity and safety of the Ports and Industrial Park.
- **Additional Rules and Directions:** Tenant shall comply with any further reasonable directives, rules, or instructions issued by Landlord in connection with Tenant's occupancy or use of the Premises, even if not expressly listed in the Lease or this document. If Landlord finds it necessary to issue an order or directive to Tenant (for example, to cease a particular activity that is causing interference, to relocate stored materials away from a common area, or to perform an urgent repair for safety reasons), Tenant must promptly comply at its own cost. Landlord's right to issue such directives is part of its general authority to manage the Ports and Industrial Park and ensure all tenants' cooperation. Failure to adhere to a lawful directive shall constitute a lease violation. Landlord shall not be liable for any business interruption or loss that Tenant may suffer as a result of complying with a Landlord directive (for instance, a temporary shutdown of equipment to make repairs or adjustments), and Tenant shall not be entitled to abatement of rent in such cases.
- **Landlord's Right to Enter and Cure:** Landlord and its authorized agents have the right to enter the Premises at reasonable times (upon no less than 24 hours' notice to Tenant, except in emergencies when no notice is required) to inspect conditions, perform maintenance or repairs, investigate compliance with these Rules, or address any situation that may pose a risk to property or people. Tenant shall not unreasonably withhold access. If Tenant fails to perform any obligation required by the Lease or these Additional Terms (such as cleaning, repairs, or complying with legal requirements), Landlord may (but is not obligated to) enter the Premises and perform the obligation on Tenant's behalf. Landlord shall give prior notice of its intent to cure if practicable, but may act immediately in urgent situations. Any costs incurred by Landlord in such cure or performance (including labor, materials, and a 15% administrative fee to cover Landlord's overhead) shall be deemed Additional Rent due from Tenant on demand. For example, if Tenant fails to remove a safety hazard after notice, Landlord can remove it and charge Tenant;

if Tenant neglects a repair that affects other tenants, Landlord can fix it and bill Tenant. No exercise of this right by Landlord shall be deemed to limit or waive Tenant's default – it is an *additional* remedy for Landlord's benefit. Tenant's indemnity and insurance obligations (see below) apply to any entry or work performed by Landlord due to Tenant's default (meaning Tenant remains responsible for outcomes of its initial failure).

- Insurance Requirements: Tenant is required to maintain, at its own expense, insurance policies meeting at least the minimum standards set by Landlord (or as specified in the Lease's insurance clause or exhibit). At a minimum, Tenant shall carry Commercial General Liability insurance with coverage of not less than \$2,000,000 per occurrence and \$5,000,000 in aggregate, covering bodily injury and property damage, and naming Landlord (and Landlord's members, managers, officers, agents, and any mortgagee) as additional insureds. Tenant shall also maintain property insurance on its personal property and any Tenant improvements (on a replacement cost basis), Workers' Compensation insurance as required by law (with Employers' Liability coverage of at least \$1,000,000), and Commercial Auto Liability insurance of at least \$1,000,000 per accident (if Tenant uses vehicles in its operations). Umbrella or excess liability coverage may be used to achieve the required limits (for example, an umbrella policy of \$5,000,000 could sit over lower primary limits). All liability insurance must be primary and non-contributory with any insurance carried by Landlord. Prior to occupying the Premises (and upon each policy renewal), Tenant must provide Landlord with certificates of insurance and additional insured endorsements evidencing the required coverages. The insurance policies shall provide that Landlord receive at least 30 days' notice of cancellation or material reduction in coverage (10 days for non-payment). If Tenant fails to maintain required insurance, Landlord may (but is not obligated to) obtain such insurance and charge the premium to Tenant as Additional Rent. Landlord's specification of minimum insurance limits is not a limitation on Tenant's liability; Tenant's obligation is to carry sufficient insurance to cover its risks, and Tenant's liabilities under the Lease are not capped by the insurance minimums.
- Indemnification of Landlord: In addition to any indemnities in the Lease, Tenant agrees to defend, indemnify, and hold harmless Landlord and Landlord's affiliates, employees, and agents ("Landlord Parties") from and against any and all losses, claims, liabilities, fines, and expenses (including reasonable attorneys' fees) arising out of or related to: (i) Tenant's use or occupancy of the Premises or the Ports and Industrial Park, (ii) any activity or thing done, permitted, or suffered by Tenant in or about the Premises or common areas, (iii) any breach or default by Tenant of the Lease or these Additional Terms (including any violation of the Port Rules), or (iv) any negligence or willful misconduct of Tenant or its officers, employees, agents, contractors, or invitees. This indemnity specifically includes (but is not limited to) responsibility for any *environmental contamination* or release of Hazardous Materials introduced by Tenant (or persons under Tenant's control), any *injury to persons* (including death) or damage to property occurring in connection with Tenant's operations, and any *civil penalties or fines* assessed against Landlord or the property due to Tenant's failure to comply with laws or security requirements. For example, if a government agency imposes a fine on Landlord for Tenant's violation of a regulation (such as a OSHA or environmental

rule, or port security rule by TSA/CBP), Tenant will pay or reimburse Landlord for that fine and all associated costs. Tenant's indemnity obligations shall survive termination or expiration of the Lease. (Landlord shall indemnify Tenant only to the limited extent expressly provided in the Lease, such as for Landlord's gross negligence or willful misconduct.)

- **LIMITATION OF LANDLORD'S LIABILITY: LANDLORD'S LIABILITY TO TENANT (AND TO ANYONE CLAIMING BY OR THROUGH TENANT) IN CONNECTION WITH THE LEASE, THE PREMISES, OR TENANT'S OCCUPANCY SHALL BE STRICTLY LIMITED. UNDER NO CIRCUMSTANCES SHALL LANDLORD OR ITS PARTNERS, MEMBERS, OR AGENTS BE PERSONALLY LIABLE FOR ANY DAMAGES; TENANT AGREES TO LOOK SOLELY TO LANDLORD'S INTEREST IN THE REAL PROPERTY OF THE PROJECT FOR SATISFACTION OF ANY JUDGMENT OR CLAIM AGAINST LANDLORD, AND NO OTHER ASSETS OF LANDLORD OR ITS INDIVIDUALS SHALL BE SUBJECT TO LEVY. FURTHERMORE, TO THE FULLEST EXTENT PERMITTED BY LAW, LANDLORD'S TOTAL CUMULATIVE LIABILITY TO TENANT FOR ANY AND ALL CLAIMS (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED \$100,000. THIS IS AN AGGREGATE CAP FOR ALL CLAIMS AND LOSSES; IT MEANS THAT IF TENANT OBTAINS ANY KIND OF MONETARY AWARD OR SETTLEMENT FROM LANDLORD, THE MAXIMUM COMBINED AMOUNT TENANT CAN COLLECT IS \$100,000 (EVEN IF THE ACTUAL LOSS OR JUDGMENT IS GREATER). IN ADDITION, TENANT HEREBY WAIVES ANY CLAIMS FOR INDIRECT OR CONSEQUENTIAL DAMAGES AGAINST LANDLORD, INCLUDING CLAIMS FOR LOST PROFITS, LOSS OF BUSINESS, OR SPECULATIVE LOSSES, AND AGREES THAT NO PUNITIVE OR EXEMPLARY DAMAGES MAY BE SOUGHT OR RECOVERED FROM LANDLORD. THE LIMITATIONS IN THIS PARAGRAPH APPLY TO ANY DAMAGE OR INJURY FROM ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACHES OF THE LEASE, NEGLIGENCE (BUT NOT WILLFUL MISCONDUCT) OF LANDLORD, OR PREMISES LIABILITY. FOR EXAMPLE, IF LANDLORD FAILED TO PROVIDE HEATING FOR A PERIOD AND TENANT'S BUSINESS WAS HARMED, LANDLORD'S LIABILITY FOR ANY RESULTING DAMAGES WOULD BE CAPPED AT \$100,000 AND LANDLORD WOULD NOT BE LIABLE FOR TENANT'S LOST PROFITS. THIS LIABILITY CAP IS A MATERIAL PART OF THE CONSIDERATION OF THE LEASE AND ADDITIONAL TERMS. TENANT ACKNOWLEDGES THAT IT CARRIES INSURANCE (OR HAS THE ABILITY TO OBTAIN INSURANCE) TO COVER ITS OWN BUSINESS AND PROPERTY RISKS, AND THAT THE RENTALS AND TERMS WOULD BE HIGHER OR DIFFERENT ABSENT THIS AGREED LIABILITY LIMITATION. (NOTHING HEREIN IS INTENDED TO EXEMPT LANDLORD FROM LIABILITY TO THE EXTENT IT CANNOT BE DISCLAIMED UNDER LAW, BUT IN NO EVENT SHALL LANDLORD'S LIABILITY EXCEED THE STATED CAP.)**
- No Abatement or Offset: Tenant's obligation to pay rent and other charges under the Lease is absolute and unconditional. Except as expressly provided in the Lease (such as a permitted abatement for fire damage or a lawful right of termination in certain events), Tenant shall not withhold or offset any rent due to alleged failures

by Landlord or due to any disruption in the Ports and Industrial Park. Specifically, Tenant shall not withhold rent or terminate the Lease on account of: the presence of any nuisance or disturbance (unless caused by Landlord's willful misconduct), the acts or omissions of other tenants or third parties, any construction or renovation work by Landlord (see below), or minor interruptions of services. Any claim Tenant has against Landlord shall be pursued separately as an independent claim, and Tenant shall continue to perform all lease obligations pending resolution of such claim. This ensures that Landlord's rent revenue is not interrupted by disputes, and Tenant's remedies are limited to those explicitly allowed under the Lease or law.

- Landlord's Right to Develop and Make Changes: Tenant acknowledges that the Ports and Industrial Park is a dynamic multi-tenant industrial environment, and Landlord reserves the right to expand, reduce, renovate, or reconfigure the Ports and Industrial Park and its facilities as Landlord sees fit. Landlord may modify the layout, add or remove buildings, construct new improvements, relocate common area facilities, or make other changes to the Ports and Industrial Park (including in the vicinity of Tenant's Premises) in Landlord's discretion. In doing so, Landlord will use reasonable efforts to minimize material interference with Tenant's operations; however, Tenant understands that temporary disturbances (such as noise, dust, temporary rerouting of access, closure of parking areas, construction vehicle traffic, utility interruptions for tie-ins, etc.) may occur. Any such disturbance caused by Landlord's development or maintenance activities shall *not* constitute a default by Landlord, provided that Landlord does not act negligently in the execution of the work and reasonable access to the Premises is maintained. Tenant shall not be entitled to any rent abatement or damages due to such activities, so long as Tenant's Premises remain tenantable. Landlord may also, from time to time, reassign or reallocate certain portions of the common areas or change the proportionate share of common costs attributable to each tenant if the Ports and Industrial Park configuration changes (e.g., adding new tenants or facilities). If any such change materially and permanently deprives Tenant of a benefit under the Lease (for example, elimination of an amenity that was essential to Tenant's use), Landlord will in good faith provide an alternative or solution, but Tenant shall not unreasonably refuse to accommodate changes that affect the Ports and Industrial Park generally. This provision confirms Landlord's broad discretion to manage and develop the property without interference, and Tenant agrees to cooperate with Landlord by, for instance, relocating parking or altering truck routes as directed during construction periods.
- Multiple Tenants and No Interference: Tenant acknowledges that it is one of multiple occupants in the Ports and Industrial Park, which includes a mix of office, commercial, and heavy industrial users. Each Tenant shall conduct its operations so as not to materially interfere with the permitted operations of other tenants. In the event of any direct conflict between tenants (for example, one tenant's vibration-sensitive equipment and another's heavy machinery), Landlord shall have the right to impose fair and reasonable scheduling or technical solutions to mitigate the conflict, and Tenant agrees to abide by such directives. Tenant has no right to object to lawful activities of other tenants or Landlord in the Ports and Industrial Park (even if they might inconvenience Tenant) so long as those activities are within the scope of those other parties' leases and applicable law.

For instance, Tenant cannot object to noise from a neighboring facility that operates within permitted hours and decibel levels, nor block a new tenant from moving in, even if competitive. Similarly, Landlord shall not be liable for disturbances or damage to Tenant caused by the act of another tenant or third party (such as theft, vandalism, or pollution not caused by Landlord), and such issues will be addressed by the responsible party (with Tenant's recourse being against that party, not Landlord). Tenant agrees to coordinate and cooperate with Landlord and adjacent tenants in any shared use arrangements – for example, shared driveways, utility corridors, or safety drills – and to participate in any Ports and Industrial Park-wide initiatives (such as fire prevention programs or shared maintenance agreements) as reasonably required by Landlord.

- Estoppel and Further Assurance: Upon request by Landlord, Tenant shall execute estoppel certificates or amendments to confirm the incorporation of these Additional Terms into the Lease and to acknowledge that the Lease, as supplemented hereby, remains in full force and effect. Tenant also agrees to cooperate with any reasonable request by Landlord to give effect to the intent of these terms – for instance, signing a memorandum that designates the Lease as Gross, Net, or Triple Net as applicable and references this document. Failure to do so within a reasonable time (typically 10 business days after request) shall be deemed Tenant's affirmation that all information in any proposed estoppel is true and that these Additional Terms are binding.

Additional Provisions for Gross Leases

The following provisions apply in addition to (and, if inconsistent, in lieu of) the Lease terms, when the Lease is designated as a Gross Lease (meaning base rent is intended to cover all or most operating costs):

- Landlord's Obligations – Operating Expenses: In a Gross Lease, Landlord is responsible for paying the normal operating expenses of the property out of the base rent. These operating expenses include, at minimum, the real estate taxes (and assessments) on the property, Landlord's property insurance premiums, and the cost of routine maintenance of common areas and building systems (often referred to collectively as Operating Expenses). Tenant's base rent as stated in the Lease is inclusive of such expenses up to the amounts in effect as of the Lease commencement. Tenant is not required to make separate contributions for Taxes or Insurance during the initial lease term except as provided below. Landlord will bear the cost of increases in operating expenses to the extent described in the Lease (if an expense stop or Base Year is defined) or as limited below.
- Base Year and Expense Escalation: Typically, a Gross Lease may use a Base Year method to handle operating cost increases. If the Lease defines a Base Year (e.g., the calendar year of lease commencement) for expenses, then Landlord will pay all Operating Expenses for the Base Year, and Tenant will pay any increases in expenses above the Base Year amounts in subsequent years. Such increase billed to Tenant is usually pro-rated to Tenant's share if multi-tenant. For clarity, if applicable, Tenant shall pay as Additional Rent its *proportionate share* of any increase in Taxes or Insurance (and, if specified, common area maintenance costs)

over the amounts for the Base Year. Each year, Landlord may provide a statement of the prior year's actual expenses compared to the Base Year; any excess portion attributable to Tenant will be due within 30 days of notice. Landlord may also collect estimated monthly amounts for these escalations to spread the cost over the year, with annual reconciliation. If the Lease did not explicitly include a Base Year or escalation clause for certain expenses, then by this Addendum, the Base Year shall be deemed to be the calendar year of the Lease commencement for all major Operating Expense categories, and Tenant shall be responsible for increases in those expenses above Base Year levels. This provision ensures that in a Gross Lease structure, Landlord is protected from bearing cost increases beyond the baseline included in rent, and it fills any gap in the Lease regarding expense escalations.

- **Tenant's Proportionate Share:** Whenever Tenant is obligated to pay a share of Operating Expenses (e.g., increases over Base Year, or any common expense allocation), that share shall be calculated as Tenant's rentable square footage divided by the total rentable square footage of the building or project to which the expense pertains, or by another equitable formula chosen by Landlord (for instance, a share of property taxes might be allocated based on the square footage of the building Tenant occupies relative to the entire tax parcel, if multiple buildings share one tax lot). Landlord shall have discretion to reasonably determine the appropriate denominator (building vs. project vs. tax parcel) for each type of expense. If any portion of the Building is vacant or exempt in a given year, Landlord may gross up variable operating costs to the amount that would have been incurred had the Building been fully occupied, so that Tenant bears an appropriate share of expenses as if the building were at normal occupancy (this prevents a situation where a partially vacant building makes Tenant pay for a disproportionate share of, say, heating costs that are abnormally low due to vacancies). Such gross-up shall be done in accordance with generally accepted property management practices (e.g., increasing janitorial or utility costs to 95% occupancy levels) and only affects the calculation of escalations.
- **Services Provided; Utilities:** In a Gross Lease context, Landlord typically provides standard building services (like common area maintenance, reasonable HVAC service during standard business hours for office space, water/sewer for normal usage, etc.) as part of the rent. Tenant should refer to the Lease for specific services included. **Utilities:** Unless the Lease explicitly states that utilities are included in rent, Tenant shall pay for all utilities serving the Premises. In many Gross Leases, electricity, gas, or water used within the Premises might still be separately metered or submetered to Tenant, or allocated by formula, because consumption can vary widely by user. For example, in an industrial park, each Tenant might have its own electric meter or be billed according to usage. Therefore, Tenant is responsible for its own utility charges (electric power, natural gas, water, sewer, etc.) to the extent they are separately metered or billed. If the Lease says utilities are included but Tenant's usage is significantly above normal levels (e.g., an office tenant running industrial machinery), Landlord reserves the right to separately charge Tenant for the excess consumption so that other tenants are not subsidizing that usage. Landlord may install a sub-meter at Tenant's expense to measure such excess use if needed. In summary, Tenant enjoys the

benefit of a fixed rent covering standard services, but Tenant must still act prudently in resource use and pay for any extraordinary usage.

- **Excess Costs and New Expenses:** Because the base rent in a Gross Lease is calculated to cover expected operating costs, Tenant shall reimburse Landlord for any extraordinary costs attributable specifically to Tenant or incurred by Landlord as a direct result of Tenant's activities. For instance, if Tenant's business or improvements cause the property's insurance premiums to rise (e.g., Tenant stores flammable materials increasing fire risk), Tenant will be responsible for the portion of the insurance premium attributable to that increased risk. Similarly, if a government authority imposes any new tax, fee, or usage charge that is directly related to Tenant's operations or improvements (for example, a local impact fee or a line-item assessment for excessive water usage or environmental monitoring of Tenant's processes), Tenant shall pay that amount in full (or its equitable share if such fee is also partly attributable to others). If during the lease term a new category of expense arises for the Landlord that was not contemplated in the rent (for example, a new security mandate requiring hiring of patrol personnel for the Ports and Industrial Park, or a significant increase in utility rates due to deregulation), Landlord shall have the right to treat those costs in a manner similar to escalations – i.e., pass through the increase over a base amount (which could be zero if entirely new) to Tenant proportionately. Furthermore, any capital improvements or repairs required by new laws or to reduce operating costs may be handled as provided in the Lease (for example, amortizing the cost and including it in operating expense escalations). The intent is that Tenant's Gross Lease will not shield Tenant from costs that are exceptional or caused by Tenant, nor from compliance with new legal requirements, but Tenant will not be nickel-and-dimed for ordinary fluctuations in cost which are already covered by base rent (except through agreed escalation mechanisms).
- **Maintenance Responsibilities:** Under a Gross Lease, Landlord typically retains maintenance responsibility for the structural components of the Building (roof, foundation, exterior walls) and the common areas, as well as base-building systems (HVAC, electrical, plumbing serving multiple tenants). Tenant, however, must maintain the interior of its Premises in good condition (e.g., keeping floors, surfaces, and non-structural elements in repair) and is responsible for any damage it or its agents cause. If Tenant becomes aware of any condition that requires Landlord's repair under the Lease (say a roof leak or malfunctioning central HVAC), Tenant should promptly notify Landlord. Landlord will then repair such condition within a reasonable time frame. Landlord's failure to promptly make a non-critical repair is not a default so long as Landlord is diligently proceeding, and Tenant's sole remedy may be as specified in the Lease (in some cases, self-help after notice, but usually not without Landlord's consent). Tenant shall not deliberately or negligently cause damage to the building systems; if Tenant's misuse causes a repair need, Landlord will perform the repair and Tenant will bear the cost. Also note, janitorial services to Tenant's Premises may or may not be included – if the Lease says Landlord provides cleaning, then Landlord will handle normal office cleaning (and Tenant must allow access for janitors); if not, Tenant must keep the Premises clean at its own expense.

GROSS LEASE—OPERATING EXPENSES, BASE YEAR, ESCALATIONS

- Framework. In a Gross Lease, Base Rent includes Operating Expenses only up to the Base Year amount or any Expense Stop stated in the Lease.
- Base Year. If the Lease specifies a Base Year, that Base Year controls; if not, the Base Year is deemed to be the calendar year in which the Lease Commencement Date occurs.
- Escalations. Tenant shall pay, as Additional Rent, Tenant's Proportionate Share of all increases in Taxes, Insurance, and Common Services over Base Year amounts. Landlord may bill monthly estimates with annual reconciliation within a commercially reasonable time after year-end.
- Gross-Up. If occupancy is below ninety-five percent (95%) in any year, Landlord may gross up variable Operating Expenses to 95% occupancy for the limited purpose of calculating increases over the Base Year, consistent with generally accepted property-management practices.
- New/Extraordinary Costs. New or increased costs arising after the Base Year from laws, codes, tariffs, insurance/rating requirements, energy or carbon rules, security mandates, or similar events are included in Operating Expenses and are recoverable as increases over the Base Year.
- Tenant-Specific Costs. Any cost attributable to Tenant's use, alterations, density, invitees, or operations (including incremental Insurance, security, compliance, cleaning/pest control resulting from Tenant conditions) is payable 100% by Tenant as Additional Rent.
- Proportionate Share and Re-Measurement. Tenant's Proportionate Share equals Tenant's rentable square footage divided by the rentable square footage of the relevant building, project, or tax parcel, as reasonably determined by Landlord for each expense category. Landlord may re-measure rentable area using a recognized methodology (e.g., BOMA); adjustments apply prospectively from the first full month after notice.

PAYMENT; NO SETOFF; BILLING; AUDIT; INTEREST

- Method. Tenant shall pay Rent and Additional Rent by ACH per Landlord's instructions. Landlord may charge a \$50 processing fee for checks/wires and pass through bank fees for reversals.
- No Setoff/Abatement. All sums due are payable without setoff, deduction, counterclaim, or abatement, except where non-waivable law expressly requires otherwise.
- Late Charges/Interest. Unpaid sums accrue late charges and interest at the Lease default rate (or, if none, the lesser of 1.5% per month or the maximum lawful rate) from the due date.
- Attorneys' Fees. Tenant shall reimburse Landlord's reasonable attorneys' fees and costs incurred in enforcing the Lease/these Port Rules or collecting sums due, as Additional Rent.
- Audit (Landlord). Landlord may audit Tenant-allocated utilities or pass-throughs; if underpayment exceeds five percent (5%), Tenant shall also pay Landlord's reasonable audit costs.

ASSIGNMENT/SUBLETTING; LANDLORD DEVELOPMENT; RELOCATION

- Transfers. Any assignment, sublease, license, management agreement, or change of control (each, a "Transfer") requires Landlord's prior written consent (not to be unreasonably withheld for uses consistent with the Lease). Landlord may recapture the Premises (or portion) effective as of the proposed Transfer date.
- Transfer Package/Fees. Tenant must submit the full deal terms, financials, and use information; Tenant shall pay a \$1,500 review fee plus Landlord's third-party costs. Fifty percent (50%) of any Transfer profit (net of reasonable, documented transaction costs amortized over the Transfer term) is payable to Landlord as Additional Rent. No release of Tenant unless Landlord expressly agrees in a separate writing.
- Development/Construction. Landlord may renovate, repair, re-stripe, stage, crane, reroute traffic, and construct within the Project or adjacent parcels. Noise, vibration, dust, staging, or traffic control does not abate Rent and is not a constructive eviction.
- Relocation. Upon sixty (60) days' prior notice, Landlord may relocate Tenant to reasonably comparable space within the Project. Landlord will pay reasonable, documented move costs and replicate existing build like-for-like. The Lease continues otherwise unmodified.

ESTOPPEL; SUBORDINATION; ATTORNMENT; LENDER PROTECTIONS

- Estoppel. Within ten (10) days after request, Tenant shall deliver an estoppel certificate in Landlord's form; failure constitutes a material default.
- Subordination/Attornment. The Lease is subordinate to any present/future mortgage; upon foreclosure or deed-in-lieu, Tenant shall attorn to the successor.
- SNDA. Tenant shall execute an SNDA in the form reasonably required by Landlord's lender.
- Lender Notice. Where the Lease provides notice/cure to Landlord, Tenant shall also deliver copy notice to Landlord's lender if designated.

INSURANCE; COIs; RISK ALLOCATION

- 15.1 Minimums. In addition to Lease requirements, Tenant shall maintain: CGL \$2,000,000 per occurrence/\$5,000,000 aggregate (umbrella/excess permitted); Auto \$1,000,000 CSL; Workers' Compensation statutory/Employer's Liability \$1,000,000; and Property/Business Personal Property Special Form, including Tenant's betterments. Business Interruption: twelve (12) months including extra expense. For Tenant work affecting base-building systems, Builder's Risk on a completed-value basis naming Landlord as loss payee.
- Endorsements/COIs. Tenant policies must name Landlord Parties as additional insured, be primary and non-contributory, and include waivers of subrogation. COIs and endorsements are due before occupancy and upon renewal. Failure permits Landlord to procure coverage and charge Tenant the premium plus Administrative Overhead and/or suspend access until cured. Landlord may require commercially reasonable increases in limits to align with risk profile and peer facilities.

- Indemnity. Tenant shall defend, indemnify, and hold harmless Landlord Parties from and against all third-party claims, losses, fines, penalties, and expenses (including attorneys' fees) arising out of or relating to Tenant Parties' use/occupancy, breach of the Lease/these Port Rules, or negligence or willful misconduct; provided this indemnity does not apply to the extent caused by Landlord's gross negligence or willful misconduct. This indemnity survives expiration/termination.

HOLDOVER; SURRENDER; CONFIDENTIALITY; PUBLICITY

- Holdover. Holdover creates a tenancy at sufferance at two hundred percent (200%) of the last monthly Rent plus all Additional Rent and Landlord's actual damages.
- Surrender. Surrender includes removal of cabling, supplemental HVAC, signage, safes/servers/heavy items, and patch/paint to Landlord's standard.
- Confidentiality. Tenant shall keep all economic terms of the Lease and Landlord security procedures confidential and shall not issue press releases, public posts, or listings naming Landlord or the Project without Landlord's prior written consent.

SANCTIONS/OFAC; ANTI-CORRUPTION; EXPORT

- Compliance. Tenant represents it is not a Sanctioned Person and shall comply with OFAC, anti-corruption, anti-money-laundering, and export controls.
- Remedies. Any breach authorizes Landlord to suspend access and/or terminate occupancy without abatement, in addition to all other remedies.

SUSTAINABILITY; BENCHMARKING; WASTE DIVERSION

- Cooperation. Tenant shall provide data reasonably required for energy/water benchmarking, waste characterization, recycling/diversion programs, and shall comply with Landlord's green cleaning and recycling standards.
- Special Services. Snow/ice service to Tenant-exclusive areas, special waste handling, and similar services are billable at time and materials plus Administrative Overhead.

NOTICES; E-SIGNATURES; MISCELLANEOUS

- Operational Notices. Operational notices under these Port Rules may be delivered by email to Tenant's designated site contacts and are effective when sent.
- Jury Trial Waiver. TO THE FULLEST EXTENT PERMITTED BY NEW YORK LAW, THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION ARISING OUT OF THE LEASE OR THESE PORT RULES.
- Force Majeure. Extends Landlord's performance time; does not excuse Tenant's payment obligations.
- Brokers. Tenant represents there are no brokers other than those disclosed in the Lease and shall indemnify Landlord against claims by any other broker claiming through Tenant.

- Severability/Blue Pencil. Any unenforceable provision is narrowed to the maximum lawful extent; the remainder remains enforceable.
- Survival. Payment, indemnity, insurance, environmental, confidentiality, audit, and restoration obligations survive expiration/termination.
- Governing Law/Dispute Resolution. Governed by New York law; forum and dispute resolution follow the Lease.

FINANCIAL ASSURANCES

- 20.1 Flex-Up. Upon (i) two or more payment delinquencies in any twelve (12) month period, (ii) a material adverse change in Tenant's financial condition, or (iii) evidence of liens or persistent vendor non-payment, Landlord may require Tenant to increase the security deposit or deliver a clean, evergreen, standby letter of credit (ISP98/UCP600) from a U.S. bank acceptable to Landlord, drawable upon certification of default.

(Overall, the Gross Lease additional terms above ensure that Landlord is protected against abnormal costs and that the "gross" nature of the rent does not become a loss if circumstances change. Tenant benefits from a relatively predictable rent inclusive of typical expenses, but accepts the risk of paying for its particular impacts or extraordinary changes.)

Landlord and Tenant each acknowledge that the foregoing "Tenant Port Rules and Additional Terms" are incorporated into their Lease. By integrating these Rules and Additional Terms, the Landlord gains important protections (such as flexibility in Ports and Industrial Park management and limitation of liability), and a uniform set of obligations is imposed on all Tenants that helps ensure the smooth and secure operation of the Port of Coeymans Industrial Ports and Industrial Park. Tenant, by agreeing to these terms, receives clarity on its responsibilities and the expectations for conduct and operation within the Ports and Industrial Park. These Additional Terms are to be read in harmony with the Lease; together, they form the complete agreement on the matters herein. The enforcement of any one provision of this document by Landlord shall not exclude or waive enforcement of any other, and the failure to enforce strictly in one instance does not waive Landlord's right to do so in the future. All capitalized terms used in this document (such as **Landlord, Tenant, Premises, Rent**, etc.) carry the same meanings as defined in the primary Lease.

Both parties are advised to retain a copy of this document with the Lease. If this document is accessed via hyperlink, Tenant should periodically check that link for any updates to the Port Rules section, as permitted above (Landlord will also endeavor to distribute notices of changes). Ultimately, these provisions aim to create a comprehensive, consistent, and landlord-protective framework for all leases at the Ports and Industrial Park, while still respecting the rights of Tenants to use their Premises for their intended purposes under the Lease. Each

Tenant's cooperation with these rules and terms is appreciated and is essential to maintaining a safe and prosperous environment for everyone at the facility