

## LEASE AGREEMENT

THIS LEASE, entered into this 16<sup>th</sup> day of December, 2009, is by and between CPI REALTY INTERNATIONAL, LLC, a Delaware limited liability company, located at 215 South Main Street, Cortland, New York 13045 ("Landlord") and CORTLAND PLASTICS INTERNATIONAL, LLC, a Delaware limited liability company, located at 215 South Main Street, Cortland, New York 13045 ("Tenant").

### **R E C I T A L S:**

This is a Lease by Landlord to Tenant of the premises commonly known as 215 South Main Street, Cortland, New York (the "Premises") upon the terms hereinafter stated.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

#### 1. Term.

(a) The initial term of this Lease shall be two (2) years, to commence on December 16, 2009 (the "Commencement Date") and end on October 31, 2011 (the "Initial Term"), subject to termination upon the terms hereinafter set forth. Upon termination, Tenant shall surrender the Premises in as good condition as existed as of the Commencement Date, reasonable wear and tear excepted. All leasehold improvements affixed to the Premises shall remain in the Premises.

(b) Provided that Tenant has performed all of the conditions on Tenant's part to be performed hereunder as of the expiration of the Initial Term (or any renewal term thereof), Tenant shall have the option to renew this Lease for five (5) additional terms of five (5) years each upon the same terms and conditions of this Lease, except for the fixed monthly rent, which shall be at that amount as is then mutually agreeable to the parties. Tenant shall provide Landlord with written notice of its intention to exercise any such option to renew not less than three (3) months prior to the expiration of the then term.

#### 2. Rent.

(a) Tenant shall pay to Landlord a fixed monthly rent of Ten Thousand Dollars (\$10,000) from the Commencement Date to September 30, 2010; and

(b) Tenant shall pay to Landlord a fixed monthly rent of Twenty Thousand Dollars (\$20,000) from October 31, 2010 to October 31, 2011.

3. Use of Premises. Tenant may use the Premises to conduct its blow molding business and all related purposes incidental thereto.

4. Costs of Occupancy.

(a) Taxes. Tenant shall pay all real estate taxes assessed or levied against or upon the Premises.

(b) Utilities. Tenant shall pay for all utilities at the Premises, which shall include all water, gas/oil, electricity, and other utilities (except telephone) used by or contracted for by Tenant.

(c) Maintenance and Repairs. Tenant will take good care of the Premises and will keep the same neat and clean. Tenant shall be responsible for the making of all repairs and maintenance to the Premises. Tenant may not make any alterations to the Premises without Landlord's prior written consent.

(d) Insurance. Tenant shall keep in force at its expense during the term of this Lease property and casualty coverage as to the Premises of no less than \$1,500,000. Tenant shall maintain insurance coverage as to its equipment and tangible assets, and shall maintain general liability insurance in an amount at least equal to \$1,000,000 as to its business operation. All policies shall name Landlord as additional insured and loss payee.

5. Damage by Fire. If the Premises are made untenantable in part by fire or other casualty, the fixed monthly rent and other charges until repairs shall not be apportioned. If such damage shall be so extensive that the Premises cannot be restored in a reasonable period of time, Landlord shall have the right to cancel this Lease by notice to Tenant. This Lease shall terminate upon giving such notice, and the monthly rent shall be apportioned as of such date. If this Lease is not so terminated, the Premises shall be restored to its pre-damage condition.

6. Eminent Domain. In the event that the Premises, or any part thereof, shall be taken by exercise of the right of condemnation or eminent domain, Landlord shall be entitled to collect the entire award; provided, that, Tenant, in cooperation with Landlord, shall have the right to participate in any condemnation proceedings for the purpose of protecting Tenant's interest hereunder. If as a result of any such taking Tenant is precluded from occupying the Premises or using the Premises for the purposes stated herein, this Lease shall terminate and the fixed monthly rent shall be apportioned and paid to such date.

7. Compliance with Laws. Tenant's use and occupancy of the Premises shall be in compliance with all statutes, codes, laws, rules, regulations, permits, licenses and requirements of all Federal, State, County, Municipal and other governments, departments, commissions, boards or agencies which now or at any time hereafter may be applicable to the Premises.

8. Mechanic's Liens. Tenant will not allow any liens to be filed against the Premises for sums of money due for any labor, services, materials, supplies or equipment furnished to Tenant respecting the Premises.

9. Assignments or Subleases. Tenant may not sublet the Premises or assign its rights and duties under this Lease without the prior written consent of the Landlord, which consent will not be unreasonably withheld or delayed.

10. Default Provisions. In addition to any other provision contained herein providing for the termination of this Lease, this Lease shall terminate, at the option of Landlord, upon the occurrence of any of the following events (each an "Event of Default"):

(a) If Tenant shall fail to pay any installment of the fixed monthly rent or any other sums payable by Tenant hereunder within ten (10) days of its due date; or

(b) If Tenant shall fail to perform or observe any term, provision, agreement or covenant of this Lease on the part of Tenant to be performed or observed, and such failure shall continue for ten (10) days after notice thereof received by Tenant from Landlord; or

(c) If Tenant shall make an assignment for the benefit of its creditors or if any petition shall be filed against Tenant in any bankruptcy.

Upon termination of this Lease resulting for the occurrence of an Event of Default, Tenant shall remain obligated to pay to Landlord the rent and other charges due hereunder as though such default did not occur.

11. Subordination to Mortgages. This Lease and all rights of the Tenant hereunder are and shall be automatically subject and subordinate to the lien of any mortgages, which may now or hereafter affect the Premises and to all renewals, modifications, consolidations, replacements and extensions thereof. Tenant agrees that it will, upon demand, execute and deliver such instruments, including but not limited to, an estoppel certificate, as may be required by any mortgage with respect to the Premises, or otherwise necessary to effect and/or demonstrate more fully such subordination of this Lease.

12. Miscellaneous Provisions.

(a) Notices. All notices given hereunder shall be in writing and can be served by either hand delivery or mailed by certified or registered mail to a party at their last known residence or business address.

(b) Quiet Enjoyment. Tenant, upon paying the rent and observing and keeping all covenants, warranties, agreements and conditions of this Lease on their part to be kept, shall quietly have and enjoy the Premises during the term of this Lease, without hindrance or molestation by anyone.

(c) Holdover. Should the Tenant continue to occupy the Premises after the expiration of the term hereof or after a forfeiture has occurred, whether with or against the

consent of the Landlord, such tenancy shall be from month-to-month and such month-to-month tenancy shall be under all the terms, covenants and conditions of this Lease.

(d) Force Majeure. The period of time during which either party is prevented or delayed in the performance of any obligation hereunder, other than the payment of fixed monthly rent, due to unavoidable delays caused by fire, catastrophe, strikes or labor trouble, civil commotion, Acts of God or the public enemy, governmental prohibitions or regulations or inability to obtain materials by reason thereof, shall be added to such party's time for performance, and such party shall have no liability by reason thereof.

(e) Law Governing. This Lease shall be governed by the laws of the State of New York.

(f) Binding Effect. This Lease is binding upon the parties and their respective legal representatives, successors and assigns.

(g) Waiver. No waiver by either party of any breach by the other of any obligation or covenant hereunder shall be deemed a waiver of any subsequent breach.

(h) Entire Agreement. This contains the entire agreement between the parties and supersedes any oral or written agreements heretofore made. This Lease may not be modified or amended except by a writing signed by the parties.

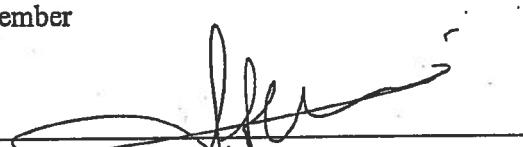
***SIGNATURE PAGE FOLLOWS***

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LANDLORD:

CPI REALTY INTERNATIONAL, LLC

By: Cortland Plastics International, LLC, as sole member

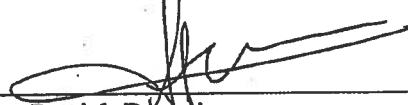
By: 

Name: Patrick Dessein

Title: Chief Executive Officer and President

TENANT:

CORTLAND PLASTICS INTERNATIONAL, LLC

By: 

Name: Patrick Dessein

Title: Chief Executive Officer and President