

LEASE TO AGENCY

THIS LEASE TO AGENCY ("Lease Agreement"), effective as of the 1st day of May, 2020, is by and between DOETSCH FAMILY III LLC, a New York limited liability company, with a mailing address of 1216 Hinman Avenue, Evanston, Illinois 60202 ("Company") and the COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having its principal offices at 548 Broadway, Monticello, New York 12701 ("Agency").

RECITALS

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York ("Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York ("State"); and

WHEREAS, the Enabling Act authorizes the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and sell land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve its standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease any or all of its facilities at such rentals and on such other terms and conditions as it deems advisable; and

WHEREAS, the Agency was created pursuant to and in connection with the provisions of the Enabling Act, Chapter 560 of the Laws of 1970 of the State (collectively, referred to as the "Act") and is empowered under the Act to undertake the providing, financing and leasing of the facility escribed below; and

WHEREAS, on or about October 23, 2019, the Company presented an application ("Application") to the Agency, a copy of which is on file at the office of the Agency, requesting that the Agency consider undertaking a project consisting of the: (i) construction, reconstruction, renovation, rehabilitation, installation and equipping of two (2) buildings aggregating approximately 7,870+/- square feet intended to be used as a short-term lodging facility comprising a total of eight (8) units with bedrooms, bathrooms, living rooms, and kitchens (collectively, the "Buildings") together with related parking accommodations ("Parking") situate on two (2) parcels of real estate consisting of approximately 0.64+/- acres located along State Route 97 at 8 Hospital Road and Mitchell Avenue, Town of Delaware ("Town"), County of Sullivan, State of New York and identified on the Town's tax map as Section 14, Block 5, Lot 29 and Section 15, Block 2, Lot 1 ("Land"); (ii) acquisition, construction and equipping of the Buildings and Parking; (iii)

acquisition, construction and installation thereon and therein of certain furniture, fixtures, machinery, equipment and tools (“Equipment”); (iv) construction of improvements to the Buildings, the Parking, the Land and the Equipment (collectively, the Buildings, the Parking, the Land and the Equipment are referred to as the “Facility” or the “Project”); and (v) lease of the Facility from the Agency to the Company; and

WHEREAS, by resolution, dated November 18, 2019 (“Resolution”), the Agency authorized the Company to act as its agent for the purposes of acquiring, constructing, reconstructing, renovating, rehabilitating, installing and equipping the Facility and conferred on the Company certain financial assistance consisting of: (a) an exemption from all State and local sales and use tax for the purchases and rentals related to the Project with respect to the qualifying personal property included in or incorporated into the Facility or used in the acquisition, construction, reconstruction, renovation, rehabilitation, installing or equipping of the Facility, (b) an exemption from mortgage recording tax, and (c) a partial abatement from real property taxes conferred through a certain payment in lieu of taxation agreement requiring the Company to make payments in lieu of taxes (“PILOT”) for the benefit of each municipality and school district having taxing jurisdiction over the Project, (collectively, the sales and use tax exemption, the mortgage recording tax exemption, and the partial abatement from real property taxes, are hereinafter collectively referred to as the “Financial Assistance”). Provision of Financial Assistance is subject to the Company entering into this Agreement; and

WHEREAS, in order to induce the Company to develop the Project, the Agency is willing to enter into a lease/leaseback transaction involving a lease of the Project from the Company to the Agency and a leaseback of the Project from the Agency to the Company; and

WHEREAS, the Company has agreed with the Agency, on behalf of the Agency and as the Agency's agent, to acquire, construct, install and equip the Project in accordance with the plans and specifications presented to the Agency.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms, conditions, limitations and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

ARTICLE I

REPRESENTATIONS AND COVENANTS

- 1.1. Representations and Covenants of the Agency. The Agency makes the following representations and covenants as the basis for the undertakings on its part herein contained:
 - (a) The Agency is duly established under the provisions of the Act and has the power to enter into the transaction contemplated by this Lease Agreement and to carry out its obligations hereunder. Based upon the representations of the Company as

to the utilization of the Project, the Agency has the authority to take the actions contemplated herein under the Act.

- (b) The Agency has been duly authorized to execute and deliver this Lease Agreement.
- (c) The Agency will lease the Land from the Company pursuant to this Lease Agreement and lease the Land back to the Company pursuant to the Leaseback Agreement of even date herewith ("Leaseback Agreement") and designate the Company as its agent for purposes of the Project, all for the purpose of promoting the industry, health, welfare, convenience and prosperity of the inhabitants of the State and the County and improving their standard of living.
- (d) Neither the execution and delivery of this Lease Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the provisions of this Lease Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of the Act or of any corporate restriction or any agreement or instrument to which the Agency is a party or by which it is bound, or will constitute default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Agency under the terms of any such instrument or agreement.
- (e) The Agency has been induced to enter into this Lease Agreement by the undertaking of the Company to acquire, construct, reconstruct, renovate, rehabilitate, install and equip the Project and the related jobs resulting therefrom in the County, State.

1.2. Representations and Covenants of the Company. The Company makes the following representations and covenants as the basis for the undertakings on its part herein contained:

- (a) The Company is a limited liability company duly organized, existing and in good standing under the laws of the State of New York has the authority to enter into this Lease Agreement and has duly authorized the execution and delivery of this Lease Agreement.
- (b) Neither the execution and delivery of this Lease Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Lease Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.

ARTICLE II

DEMISING CLAUSES AND RENTAL PROVISIONS

- 2.1. Agreement to Transfer to Agency. The Company has leased or has caused to be leased to the Agency a leasehold interest in the real property, including any buildings, structures or improvements thereon, described in Schedule A attached hereto, and the Company has or will convey to the Agency all of its interest in the Equipment described in Schedule B. The Company agrees the Agency's interest in the Project resulting from said conveyances will be sufficient for the purposes intended by this Lease Agreement and agrees that it will defend, indemnify and hold the Agency harmless from any expense or liability or loss or damage arising out of the lease or a defect in title or a lien adversely affecting the Project and will pay all reasonable expenses incurred by the Agency in defending any action respecting the lease or title to or a lien affecting the Project.
- 2.2. Demise of Facility. The Company hereby demises and leases the Facility to the Agency and the Agency hereby rents and leases the Facility from the Company upon the terms and conditions of this Lease Agreement.
- 2.3. Remedies to be Pursued Against Contractors and Subcontractors and its Sureties. In the event of a default by any contractor, subcontractor or any other person under any contract made by it in connection with the Project or in the event of a breach of warranty or other liability with respect to any materials, workmanship, or performance, or guaranty, the Company at its expense, either separately or in conjunction with others, may pursue any and all remedies available to them and the Agency, as appropriate, against the contractor, subcontractor, manufacturer, supplier or other person so in default and against such surety for the performance of such contract. The Company in its own name or in the name of the Agency, may prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor, manufacturer, supplier or surety or other person which is reasonably necessary, and in such events the Agency, at the Company's expense, hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the Agency (including but not limited to reasonable attorneys' fees) in any such action or proceeding.
- 2.4. Duration of Lease Term; Quiet Enjoyment.
 - (a) The Company shall deliver to the Agency possession of the Land and Facility (subject to the provisions hereof) and the leasehold estate created hereby shall commence as of the date hereof.
 - (b) The leasehold estate created hereby shall terminate at 11:59 P.M. on February 15, 2037, or on such earlier date as may be permitted by Section 6.1 hereof.

- (c) The period commencing on the date described in Section 2.4(a) herein through the date described in Section 2.4(b) herein shall be herein defined as the "Lease Term".
- 2.5. Rents. The rental under this Lease Agreement shall be One (\$1.00) Dollar and other good and valuable consideration, receipt of which is hereby acknowledged by the Company.
- 2.6. Use; Lease Agreement.
- (a) The Agency shall hold and use the Project only for leaseback to the Company under the Leaseback Agreement and otherwise shall not sell or assign its rights hereunder nor the leasehold estate created thereby.
 - (b) Contemporaneously with the execution and delivery of this Lease Agreement, the Agency shall enter into the Leaseback Agreement, pursuant to which the Company as agent of the Agency agrees to undertake and complete the Project. Pursuant to the Leaseback Agreement, the Company, as tenant of the Agency under the Leaseback Agreement, is required to perform all of the Agency's obligations under this Lease Agreement. Accordingly, and notwithstanding anything to the contrary contained in this Lease Agreement, the Company shall not be entitled to declare a default hereunder or exercise any rights or remedies hereunder, if any asserted default by the Agency hereunder relates to a failure by the Company, as tenant of the Agency under the Leaseback Agreement, to perform its corresponding obligations under the Leaseback Agreement.

ARTICLE III

DAMAGE, DESTRUCTION AND CONDEMNATION

- 3.1. Damage or Destruction.
- (a) If the Project shall be damaged or destroyed (in whole or in part) at any time during the term of this Lease Agreement:
 - (i) the Agency shall have no obligation to replace, repair, rebuild or restore the Project; and
 - (ii) there shall be no abatement or reduction in the amounts payable by the Company under the Leaseback Agreement.
 - (b) All such replacements, repairs, rebuilding or restoration made pursuant to this Section 3.1, whether or not requiring the expenditure of the Company's own money, shall automatically become a part of the Project as if the same were specifically described herein.

ARTICLE IV

SPECIAL COVENANTS

- 4.1. Hold Harmless Provisions. The Company hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold harmless the Agency, its chief executive officer, executive director, directors, officers, employees, members, agents (except the Company), representatives, and their respective successors and assigns and personal representatives from and against any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Project or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Project or (ii) liability arising from or expense incurred by the Agency's and financing of the Project, including without limiting the generality of the foregoing, all causes of action and reasonable attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the breach of a statutory obligation or the application of any rule of comparative or apportioned liability. The foregoing obligations of the Company shall remain in full force and effect after the termination of this Lease Agreement.

ARTICLE V

ASSIGNMENTS AND SUBLEASING; MORTGAGE AND PLEDGE OF INTERESTS

- 5.1. Assignment and Subleasing. This Lease Agreement may not be assigned in whole or in part, and the Project may not be leased, in whole or in part, except that the Agency shall lease the leasehold interest created hereunder to the Company pursuant to the Leaseback Agreement.

ARTICLE VI

TERMINATION

- 6.1 Early Termination of Lease Agreement. The Company shall have the option at any time to terminate this Lease Agreement upon filing with the Agency a certificate signed by an authorized representative of the Company stating the Company's intention to do so pursuant to this Section 6.1 and upon compliance with the requirements set forth in Section 6.2 hereof.
- 6.2. Option to Terminate. Upon termination of this Lease Agreement in accordance with Section 6.1 hereof, the Company shall pay to the Agency all sums due under Sections 2.6, 3.3 and 3.7 of the Leaseback Agreement and all other sums due under the Leaseback Agreement ("Termination Payment").

6.3. Termination of Lease Agreement.

- (a) Pursuant to Section 6.2 hereof, the Agency shall deliver to the Company all necessary documents to reflect termination or amendment of this Lease Agreement, subject only to the following:
 - (i) any liens to which the Project was subject when leased to the Agency,
 - (ii) any liens created at the request of the Company or to the creation of which the Company consented or in the creation of which the Company acquiesced, and
 - (iii) any liens resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease Agreement.
- (b) The Agency shall release and convey to the Company all of the Agency's rights and interest in and to any rights of action or any net proceeds of insurance or condemnation awards in the event of a total, substantial or partial taking by eminent domain or for any public or quasi-public use under statute, with respect to the Project (specifically excluding all rights of the Agency hereunder including its rights to indemnification hereunder).

ARTICLE VI

GENERAL PROVISIONS

- 7.1. Notices. All notices provided for by this Lease Agreement shall be made in writing, and shall be deemed to have been given on the date of delivery if personally served on the party to whom notice is to be given, or on the next day after mailing if mailed to the party to whom notice is to be given by overnight courier of national reputation providing evidence of receipt and properly addressed, or on the third day after mailing if mailed to the party to whom notice shall be given by First Class, Certified mail, postage prepaid and properly addressed to the following:

If to the Agency:

County of Sullivan Industrial Development Agency
548 Broadway
Monticello, New York 12701
Attn: Chief Executive Officer

with a copy to:

GARIGLIANO LAW OFFICES, LLP
449 Broadway
P.O. Drawer 1069
Monticello, New York 12701-1069
Attn: Agency Counsel

to the Company:

Doetsch Family III LLC
1216 Hinman Avenue
Evanston, Illinois 60202

with a copy to:

Mayer Brown LLP
71 South Wacker Drive
Chicago, Illinois 60606
Attn: Douglas A. Doetsch, Esq.

or at such other address and/or addresses as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

- 7.2. Binding Effect. This Lease Agreement shall inure to the benefit of and shall be binding upon the Agency, the Company and its respective permitted successors and assigns.
- 7.3. Waiver. No waiver of any of the provisions of this Lease Agreement shall be deemed to or shall constitute a waiver or any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.
- 7.4. Severability. If any provision of this Lease Agreement shall be determined to be illegal and unenforceable by any court of law or any competent governmental or other authority, the remaining provisions shall be severable and enforceable in accordance with its terms so long as this Lease Agreement without such terms or provisions does not fail of its essential purpose or purposes. The parties will negotiate in good faith to replace any such illegal or unenforceable provision or provisions with suitable substitute provisions which will maintain the economic purposes and intentions of this Lease Agreement.
- 7.5. Governing Law, Venue. This Lease Agreement shall be governed, construed and enforced in accordance with the laws of the State for contracts to be wholly performed therein. The parties hereby designate a court of proper jurisdiction in Sullivan County, State of New York as the exclusive venue for resolution of any disputes which may arise under or by reason of this Lease Agreement.
- 7.6. Section Headings Not Controlling. The headings of the several sections in this Lease Agreement have been prepared for convenience of reference only and shall not control, affect the meaning or be taken as an interpretation of any provision of this Lease Agreement.
- 7.7. Recording and Filing. This Lease Agreement, or a memorandum thereof, shall be recorded or filed, as the case may be, in the Office of the Clerk of Sullivan County, State of New

York, or in such other office as may at the time be provided by law as the proper place for the recordation or filing thereof.

- 7.8. No Recourse: Special Obligation. Notwithstanding anything to the contrary contained herein, the obligations and agreements of the Agency and the Company contained herein and in any other agreement executed by the Agency and the Company and in any other instrument or document supplemental thereto executed in connection herewith or therewith shall be deemed the obligation and agreements of the Agency and the Company, and not of any chief executive officer, executive director, director, officer, employee, member, agent (except the Company), representative, or their respective successors and assigns and personal representatives in his or her individual capacity, and the chief executive officer, executive director, directors, officers, employees, members, agents (except the Company), representatives, and their respective successors and assigns and personal representatives of the Agency and the Company shall not be liable personally thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby. The obligations and agreements of the Agency contained herein or therein shall not constitute or give rise to an obligation of the State of New York, the County of Sullivan, or any of the taxing jurisdictions and neither the State of New York, the County of Sullivan, or any of the taxing jurisdictions shall be liable thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute a limited obligation of the Agency payable solely from revenues derived from the sale of the Agency's interest in the Project.
- 7.9. Counterparts. This Lease Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.
- 7.10. Entire Agreement. This Lease Agreement together with the Agent and Project Agreement, Lease Agreement, Leaseback Agreement and the Payment In Lieu of Taxation Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior discussions and negotiations between them. This Lease Agreement may not be amended in any respect except by a written amendment expressly referring to this Lease Agreement and executed by the parties to be bound thereby.

IN WITNESS WHEREOF, the Company and the Agency have caused this Lease Agreement to be executed in their respective names, all as of the date first written above.

DOETSCH FAMILY III LLC


By: Douglas A. Doelsch, Member

COUNTY OF SULLIVAN INDUSTRIAL
DEVELOPMENT AGENCY


By: Edward T. Sykes, Chief Executive Officer

SCHEDULE "A"

SCHEDULE OF REAL PROPERTY

PARCEL 1:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Delaware, County of Sullivan and State of New York, in the unincorporated village of Callicoon; being a part of Division Sixty, in Great Lot One and Eighteen, of the Hardenburgh Patent, and bounded and described as follows, viz: BEGINNING at a point in the center of the road leading to St. Joseph's College, and running thence, along the center of said road, North 38 degrees East 148 feet to the intersection of the center line of the "Calkins Mill Road"; thence, along the center line of said Calkins Mill Road, South 67 degrees East 122 feet to the northwest corner of a lot now owned by Frank M. Anderson; thence South 52 degrees West 51 feet to a point; thence South 38 degrees East 22 feet to a point; thence South 52 degrees West 26.5 feet to the northwest corner of Lot No. 2, of a series of lots laid out by Isaac R. Clements, for John R. Calkins, in the year 1869; thence, along the northeasterly line of said Lot Two, South 38 degrees East 26 feet to the northwest corner of lands of Dr. George R. Mills; thence, along the north westerly line of said Mills land, South 52 degrees West 125 feet to the north easterly side of the street leading to the Callicoon and Jeffersonville Turnpike; thence, along the said street, North 38 degrees West 122 feet to the place of beginning; containing all of the land within the above described boundaries except so much thereof as may be included in the roads first mentioned; Excepting and Reserving the right of James C. Curtis, his heirs and assigns to keep, maintain and keep in repair a water pipe through said above described premises; as conveyed to William H. Curtis, by Lewis Gregory, and now owned by Charles G. Curtis and another, and subject to any and all water rights heretofore granted by Lewis Gregory, or by Lewis Gregory and wife.

Being the first described parcel in a Deed from Peter H. Baum and Louise Baum, his wife, to George R. Mills dated August 1, 1931, and recorded in the Sullivan County Clerk's Office on August 4, 1931, in Liber 280 of Deeds at Page 594.

Being the same premises conveyed by George R. Mills to George R. Mills and Edmund T. Rumble, by deed dated December 31st, 1948, and recorded in the Sullivan County Clerk's Office on September 30th, 1949, in Liber 433 of Deeds at page 317.

Excepting and reserving that portion of the above described premises and the right to maintain a water pipe thereon, conveyed by George R. Mills and Edmund T. Rumble, co-partners, to George R. Mills and Phyllis L. Mills, his wife, by deed dated December 31, 1948, and recorded in the Sullivan County Clerk's Office on September 30th, 1949, in Liber 433 of Deeds at page 318.

BEING the first parcel described in a deed dated December 1, 1966, made by George R. Mills and Edmund T. Rumble, co-partners transacting business under the name of "Drs. Mills & Rumble" to George R. Mills, George R. Mills, Jr., and Charles E. Mills, and recorded in the Sullivan County Clerk's Office on December 23, 1966 in Liber 710 of Deeds at page 461.

GEORGE R. MILLS died a resident of Sullivan County, New York on December 19, 1966 and Letters Testamentary were issued to Charles E. Mills by the Sullivan County Surrogate's Court on February 27, 1967.

BEING the first parcel described in a deed dated June 27, 2011, between Charles E. Mills, Individually, as Executor, and as one-half (1/2) legatee under the Last Will and Testament of George R. Mills, and George R. Mills, Jr., Individually and as one-half (1/2) legatee under the Last Will and Testament of George R. Mills, by Charles E. Mills, his attorney-in-fact, to Charles E. Mills and George R. Mills, Jr., as tenants in common each owning an undivided one-half (1/2) interest, and recorded in the Sullivan County Clerk's Office on July 14, 2011, as Instrument #: 2011-4356, and in a deed dated April 28, 2016, from Charles E.

Mills and Michael Mills, as Administrator C.T.A. of the Estate of George Ross Mills, a/k/a George R. Mills, Jr. to Charles E. Mills and Grace Mills, and recorded in the Sullivan County Clerk's Office on July 8, 2016 as Instrument #2016-4787.

The premises are more particularly described for tax map purposes as Town of Delaware Section 15, Block 2, Lot 1.

Being the same premises as described after field survey by George H. Fulton, described as follows:

All that tract or parcel of land situate in the Hamlet of Callicoon, Town of Delaware, County of Sullivan, State of New York being bounded and described as follows:

Beginning at a point in the center of traveled way of New York State Route 97, said point of beginning being the most westerly corner of a 0.44 acre parcel, said point of beginning being further described as North 33°-34' West 82.50 feet as measured along the center of traveled way of said road from a point at the most westerly corner of lands of the Trustees of the Methodist Episcopal Society at Callicoon Depot as described in Liber 66 of Deeds at Page 455, and running thence from said place of beginning North 33°-51' West 81.70 feet passing along the center of traveled way of said road to a point; thence leaving said road and running North 43°-17' East 174.93 feet passing within the traveled way of St. Joseph's Seminary Road-Town Road No. 19 as found in January 2007, said course passing along the original center of traveled way of said road as described in Liber 710 of Deeds at Page 461, to a point at the intersection of said road with Hospital Road-Town Road No. 31; thence South 62°-17' East 122.00 feet passing along the center of said Hospital Road as described in Liber 710 of Deeds at Page 461, said course passing within the traveled way of said road as found in January 2007, to a point; thence leaving said road and running South 56°-15' West 48.50 feet passing to and along the northerly boundary of lands of Paddio (See Volume 3267 at Page 333) to an iron pin set, said course crossing a 15 foot wide right of way leading from said Hospital Road southerly to the 0.44 acre parcel above referred to; thence continuing said course South 56°-15' West 2.50 feet passing along the north end of said 0.44 acre parcel to an iron pin set; thence South 33°-45' East 22.00 feet continuing along the bounds of said 0.44 acre parcel, said course re-crossing said 15 foot wide right of way, to an iron pin set; thence South 56°-15' West passing along the northerly bounds of said 0.44 acre parcel, said course passing thru a point herein after referred to as "Point A" at the south end of said 15 foot wide right of way at a distance of 10.72 feet for a total distance of 26.50 feet to an iron pipe found; thence continuing along said northerly bounds South 59°-23' West 151.33 feet passing thru several iron pins set on line to the point or place of beginning containing 0.49 acres of land.

Subject to easements of record to public utilities and highway use-dedication of record.

The above described parcel being subject to the burdens of and together with the benefits of said 15 foot wide right of way leading from Hospital Road-Town Road No. 31 southerly to a point on the northerly boundary of said 0.44 acre parcel, said right of way to be used in common with the owner of said 0.44 acre parcel, the center of said right of way being described as follows:

Beginning at a point on the southerly boundary of the above described parcel, said point being Point "A" as above referred to, said point of beginning being South 56°-15' West 10.72 feet as measured along said south line from an iron pin set at an angle point in the common boundary between the 0.44 acre and 0.49 acre parcels and running thence from said place of beginning North 7°-36' East 34.07 feet and North 1°-28' East 36.50 feet passing along the center of said 15 foot wide right of way to a point within the traveled way of Hospital Road.

Said 15 foot wide right of way being for the purposes of ingress and egress only and not for parking.

The above described 0.49 acre parcel being subject to the right of the owner of said 0.44 acre parcel to maintain, repair and replace the existing waterline extending from St. Joseph's Road southeasterly across said 0.49 acre parcel to said 0.44 acre parcel.

Said right of way shall run with the land.

Being current tax parcel Section 15, Block 2, Lot 1.

The portion of the 15 foot right of way described above, over the existing driveway on the adjoining 0.44 acre parcel presently owned by Charles Mills and Grace Mills to New York State Route 97 shall not be used for ingress and egress for the 0.49 acre parcel conveyed herein.

PARCEL II:

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Village of Callicoon, in the Town of Delaware, County of Sullivan and State of New York, being in Division Sixty of Great Lot One and Eighteen of the Hardenburgh Patent, and being a portion of the lands conveyed by deed to John R. Calkin by Leins Gregory and wife, dated May 25th, 1869 and which lands were surveyed into village lots, in December 1869 by Isaac R. Clements, Surveyor, and numbered and described on the survey and plat, made by said Clements, as follows: Lot No. Seven, Commencing at a post, in corner formed by a Highway, Laid out through said lands, from Road, leading from Callicoon Depot to Calkin's Mill, to the Callicoon & Jeffersonville turnpike, (through the lands of J.C. Curtis, and a street or highway), leading from bounds of Erie Railway; South 52 deg. West 75 1/2 feet to Post, the Northeast corner of Lot No. Eight on said Plat & Survey; thence along line of Lot Eight, North 38 deg. West 82 feet to the Center of highway leading from Callicoon Depot to Calkin's Mill; thence along the center of said Highway, northeasterly 77 feet to corner, formed by said Highway running through J.C. Curtis land; thence along said Highway South 38 deg. East 90 feet to the place of beginning. Being the same lot conveyed to Elias Mitchell by George W. Rockwell and wife, by deed dated October 27th, 1873, and recorded in the Sullivan County Clerk's Office on January 13th, 1874, in Book 68 of Deeds at Page 226.

Being the same premises first described in a deed dated September 23rd, 1939, from Albert H. Stenger and Goldie E. Perry to Olive S. Pelton, and recorded in the Sullivan County Clerk's Office on September 25th, 1939 in Liber 335 of Deeds at page 41.

Being the same premises conveyed by Daniel M. Pelton to George R. Mills and Edmund T. Rumble, by deed dated March 30th, 1962, and recorded in the Sullivan County Clerk's Office on April 20, 1962, in Liber 635 of Deeds at page 194.

BEING the same premises described in a deed dated December 1, 1966, made by George R. Mills and Edmund T. Rumble, co-partners transacting business under the name of "Drs. Mills & Rumble" to George R. Mills, George R. Mills, Jr., and Charles E. Mills, and recorded in the Sullivan County Clerk's Office on December 23, 1966 in Liber 710 of Deeds at page 461.

GEORGE R. MILLS died a resident of Sullivan County, New York on December 19, 1966 and Letters Testamentary were issued to Charles E. Mills by the Sullivan County Surrogate's Court on February 27, 1967.

BEING the second parcel described in a deed dated June 27, 2011, between Charles E. Mills, Individually, as Executor, and as one-half (1/2) legatee under the Last Will and Testament of George R. Mills, and George R. Mills, Jr., Individually and as one-half (1/2) legatee under the Last Will and

Testament of George R. Mills, by Charles E. Mills, his attorney-in-fact, to Charles E. Mills and George R. Mills, Jr., as tenants in common each owning an undivided one-half ($\frac{1}{2}$) interest, and recorded in the Sullivan County Clerk's Office on July 14, 2011, as Instrument #: 2011-4356, and in a deed dated April 28, 2016, from Charles E. Mills and Michael Mills, as Administrator C.T.A. of the Estate of George Ross Mills, a/k/a George R. Mills, Jr. to Charles E. Mills and Grace Mills, and recorded in the Sullivan County Clerk's Office on July 8, 2016 as Instrument #2016-4787.

Being the same premises as described after field survey by Bruce A. Fulton, described as follows:

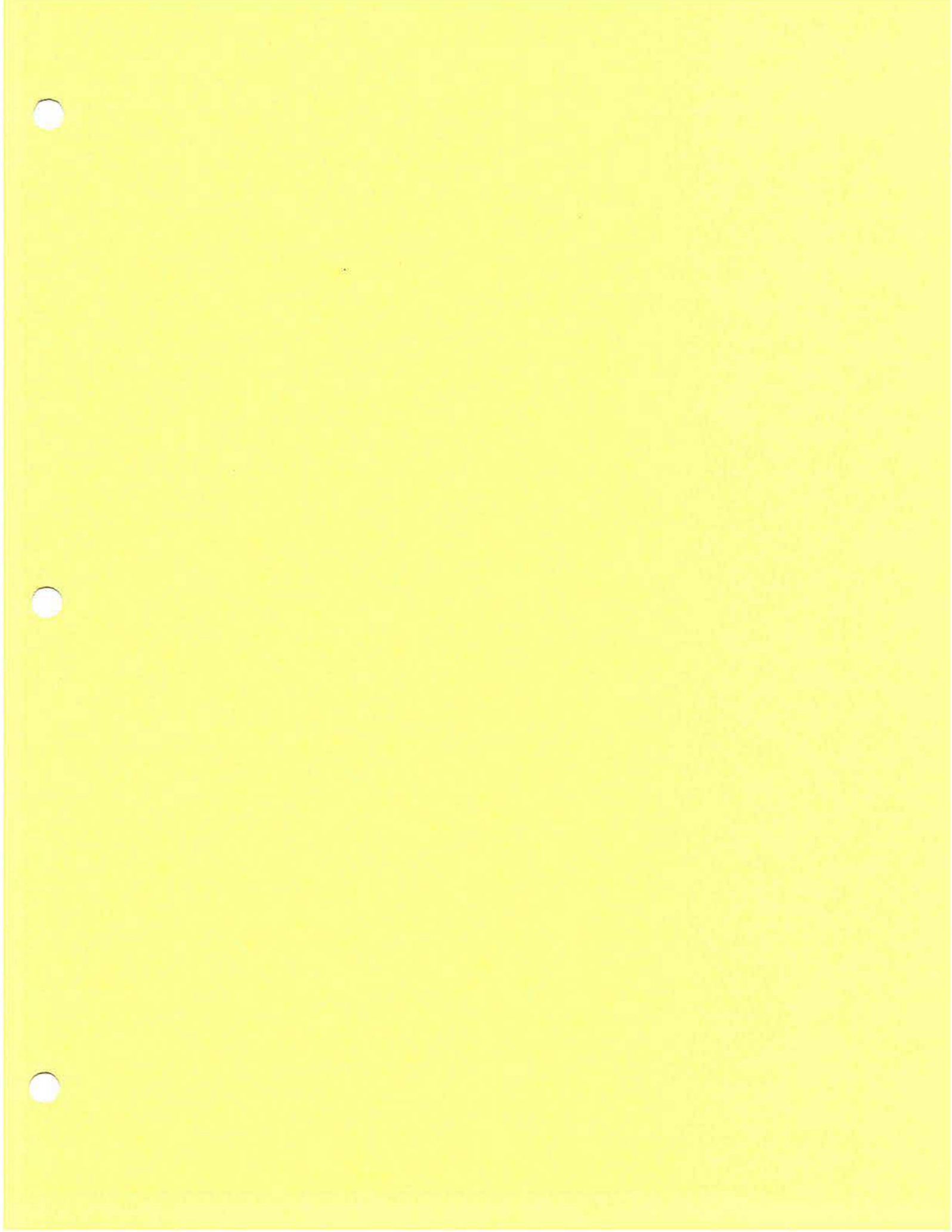
All that tract or parcel of land situate in the Hamlet of Callicoon, Town of Delaware, County of Sullivan, State of New York being bounded and described as follows:

Beginning at a point in the center of traveled way of County Road Number 133 (also known as Upper Main Street) at the northerly corner of lands of Property 97, LLC as described in Instrument Number 2016-8373 and running thence from said point of beginning North $52^{\circ}-12'$ East 75.90 feet passing generally along the center of traveled way of said road to a point on the approximate southwesterly highway bounds of New York State Route 97; thence South $31^{\circ}-55'$ East 90.00 feet leaving said County Road and continuing along the southwesterly bounds of said Route 97 to an iron set on the northerly street bounds of Mitchell Avenue -Town Road Number 47B; thence South $58^{\circ}-04'$ West 75.50 feet leaving said Route 97 highway bounds and passing along the northerly street bounds of said Mitchell Avenue to an iron set at the easterly corner of lands of Property 97, LLC as described in Instrument Number 2016-8373; thence North $31^{\circ}-55'$ West 82.24 feet passing along the northeasterly boundary of said Property 97, LLC parcel, said course passes through an iron set on line to the point or place of beginning containing 0.15 acres of land.

Subject to easements of record to public utilities and highway use-dedication of record.

The above 0.15 acre parcel is also depicted on a survey map and site plan detailing proposed parking areas entitled "Seminary Hill Suites", said map having been approved by the Town of Delaware Planning Board in July 2019 and filed in the Sullivan County Clerk's Office.

The premises are more particularly described for tax map purposes as Town of Delaware Section 14, Block 5, Lot 29.



SCHEDULE B

DESCRIPTION OF THE EQUIPMENT

All equipment, furniture, fixtures, machines, building materials and items of personal property and all appurtenances (A) acquired, constructed, reconstructed, renovated, rehabilitated, installed, equipped and/or intended to be acquired, constructed, reconstructed, renovated, rehabilitated, installed or equipped in connection with the acquisition, construction, reconstruction, renovation, rehabilitation, installation and equipping of the Grantor's project on the real property located at along State Route 97 at 8 Hospital Road and Mitchell Avenue, Town of Delaware ("Town"), County of Sullivan, State of New York and identified on the Town's tax map as Section 14, Block 5, Lot 29 and Section 15, Block 2, Lot 1 ("Land") described on Schedule A hereto, said project to be acquired, constructed, reconstructed, renovated, rehabilitated, installed and equipped by the Grantee as agent of the Agency pursuant to the Agent and Project Agreement, dated as of November 18, 2019; and (B) now or hereafter attached to, contained in or used in connection with the Land or placed on any part thereof, though not attached thereto, including but not limited to, pipes, screens, fixtures, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, telephone and information systems, furniture, rugs, movable partitions, cleaning equipment, maintenance equipment, shelving, signs, waste containers, outdoor benches, drapes, blinds and accessories, sprinkler systems and other fire prevention and extinguishing apparatus.