

## LEASEBACK TO COMPANY

*THIS LEASEBACK TO COMPANY* ("Leaseback Agreement"), made as of the 1st day of February, 2006 by and between 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 One Cablevision Center, Ferndale, New York 12734 ("Agency") and THE BETHEL PERFORMING ARTS CENTER, LLC, a New York limited liability company, having its principal offices at One Cablevision Center, Liberty, New York 12754 ("Company").

### 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 their 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*, 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") created the Agency which is empowered under the Act to undertake the providing of financing and leasing of the facility described below; and

*WHEREAS*, the Company has presented an 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, installation and equipping of a performing arts center to consist of the following: (a) an outdoor pavilion of approximately 4,800 seats under cover with additional lawn seating capacity for 12,000 or more people; (b) a museum and interpretive center including a museum of music, culture and history, the exhibits and specifics of which are being planned, together with a ticket sales office, a retail shop, a food area and an events lobby; (c) an outdoor amphitheater; (d) concession buildings; (e) restrooms; (f) walking paths; (g) utilities and roadways; (h) water, sewer and storm water systems; (i) garden and other landscaping; (j) ponds and streams; (k) picnic pods; (l) farmers market sheds; (m) an outdoor stage on the original Woodstock field with capacity

for as many as 30,000 attendees; and (n) on-site and off-site parking areas (collectively, the "PAC") situate on fifteen (15) parcels of real estate consisting of approximately 649.17± acres to be located along New York State Route 17B in the Town of Bethel ("Town"), County of Sullivan ("County"), State of New York and identified on the Town tax map as Section 21, Block 1, Lots 1.1, 1.30, 1.4, 1.25, 1.3, 4.1, 5.1, 8, 10, Section 22, Block 1, Lots 3, 4 and 64, Section 25, Block 1, Lot 20.1 and Section 26, Block 1, Lots 3.1 and 5 ("Land") and related facilities to be leased to the Agency; (ii) acquisition and installation thereon and therein of certain furniture, fixtures, machinery, equipment and tools ("Equipment"); (iii) construction of improvements to the PAC, the Land and the Equipment (collectively, the PAC, the Land and the Equipment are referred to as the "Facility" or the "Project"); and (iv) lease of the Facility back from the Agency to the Company; and

*WHEREAS*, the purposes or intentions of the Project are: (i) to offer and provide concerts at the Facility known as Bethel Woods Center for the Performing Arts, including classical, string quartet, operatic performances, popular and religious music, jazz and other contemporary music, dance, and theatrical performances; (ii) to promote, in connection with the performances and in connection with the Museum and Interpretive Center and the other facilities on the Land, community and economic development in Sullivan County and the surrounding region, including employment opportunities for unemployed and underemployed persons; (iii) through the Museum and Interpretive Center, to provide cultural and educational forums and opportunities to further explain the history and impact of the mid- 20<sup>th</sup> century and the music thereof (particularly the times and events surrounding and about the 1960s); (iv) through other activities of the Project and Bethel Woods, to provide various educational opportunities for middle and high school students, including music appreciation and opportunities to further explore and understand the pre- and post-Columbian history of the region; and (v) to provide for recreational activities on the Land including relaxation, hiking, and walking; and

*WHEREAS*, in order to induce the Company to develop the Facility, the Agency is willing to enter into a lease/leaseback transaction involving a lease of the Facility from the Company to the Agency pursuant to that certain Lease to Agency of even date herewith ("Lease Agreement") and a lease of the Facility back from the Agency to the Company pursuant to this Leaseback Agreement; and

*WHEREAS*, the Company has agreed with the Agency, on behalf of the Agency and as the Agency's agent to construct, install, equip and operate the Facility in accordance with the plans and specifications presented to the Agency; and

*WHEREAS*, the Agency proposes to lease the Facility to the Company and the Company desires to rent the Facility from the Agency, upon the terms and conditions hereinafter set forth in this Leaseback Agreement.

*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 Leaseback Agreement and to carry out its obligations hereunder. Based upon the representations of the Company as to the utilization of the Facility, 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 Leaseback Agreement.
- (c) The Agency will take or has taken a leasehold interest in the Facility, leases the Facility back to the Company pursuant to this Leaseback Agreement and designates the Company as its agent for purpose of constructing, installing, equipping and operating 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 Leaseback Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the provisions of this Leaseback 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 Leaseback Agreement by the undertaking of the Company to construct, install, equip and operate the Facility and the related jobs resulting therefrom in the County of Sullivan.

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, has the authority to enter into this Leaseback Agreement and has duly authorized the execution and delivery of this Leaseback Agreement.

- (b) Neither the execution and delivery of this Leaseback Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Leaseback 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.
- (c) The construction, installation and equipping of the Facility and the leasing thereof by the Agency to the Company will not result in the removal of an industrial or manufacturing plant, facility or other commercial activity from one area of the State to another area of the State nor result in the abandonment of one or more commercial or manufacturing plants or facilities located within the State.
- (d) The Facility and the operation thereof will conform with all applicable zoning, planning, building and environmental laws and regulations of governmental authorities having jurisdiction over the Facility, and the Company shall defend, indemnify and hold the Agency harmless from any liability or expenses resulting from any failure by the Company to comply with the provisions of this subsection (d) and subsection (f) below.
- (e) The Company has caused to be transferred to the Agency a leasehold interest in all those properties and assets as contemplated by and subject to this Leaseback Agreement and all documents related hereto.
- (f) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Company, threatened, against or affecting the Company in which an adverse result would in any way diminish or adversely impact on the Company's ability to fulfill its obligations under this Leaseback Agreement.
- (g) The Company covenants (i) that the Facility will comply in all respects with all environmental laws and regulations, (ii) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist on the Facility except in compliance with all applicable laws, (iii) the Company will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances onto the Facility or onto any other property, (iv) that no asbestos will be incorporated into or disposed of on the Facility, (v) that no underground storage tanks will be located on the Facility, except in full compliance at all times with all applicable laws, rules, and regulations, and (vi) that no investigation, order, agreement, notice, demand or settlement with respect to any of the above is threatened, anticipated, or in existence. The Company, upon receiving any information or notice contrary to the representations contained in this Section (g), shall immediately notify the Agency in writing with full details regarding the same.

The Company hereby releases the Agency from liability with respect to, and agrees to defend, indemnify, 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 claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorneys' fees) related in any way to any violation of the covenants or failure to be accurate of the representations contained in this Section (g). In the event the Agency in its reasonable discretion deems it necessary to perform due diligence with respect to any of the above, or to have an environmental audit performed with respect to the Facility, the Company agrees to pay the expenses of same to the Agency upon demand, and agrees that upon failure to do so, its obligation for such expenses shall be deemed to be additional rent.

- (h) The Company covenants and agrees that, in consideration of the participation of the Agency in the transactions contemplated herein, it will, except as otherwise provided by the collective bargaining contracts to which it is a party, cause any new employment opportunities created in connection with the Facility to be listed with the State Department of Labor, Community Services Division and with the administrative entity of the service delivery area created pursuant to the Job Training Partnership Act (PL 97-300) in which the Facility is located (collectively referred to as the "Referral Agencies"). The Company also agrees that it will, except as otherwise provided by the collective bargaining contracts to which it is a party, first consider for such new employment opportunities persons eligible to participate in federal job training partnership (PL 97-300) programs who shall be referred by the Referral Agencies.

## ARTICLE II

### DEMISING CLAUSES AND RENTAL PROVISIONS

- 2.1. Agreement to Transfer Leasehold Interest to Agency. The Company has leased and demised or has caused to be leased and demised to the Agency a leasehold interest in the Land as more particularly described on Schedule A attached hereto, including any buildings, structures or improvements thereon, and the Company has or will convey to the Agency all of its interest in the furniture, fixtures, machinery and equipment described in Schedule B attached hereto subject to and to the extent provided in such Schedule B. The Company has been advised and understands that the Agency's interest in the Facility resulting from said transfers and/or conveyances will be sufficient for the purposes intended by this Leaseback 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 a defect in title or a lien adversely affecting the Facility and will pay all reasonable expenses incurred by the Agency in defending any action respecting title to or a lien affecting the Facility.

- 2.2. Construction, Installation, Equipping and Operation of the Facility. The Company, as agent for the Agency, will construct, install, equip and operate the Facility. The Company shall operate the facility as agent of Agency under the terms of the Agent Agreement, dated as of February 1, 2006 ("Agent Agreement"). The Company hereby covenants and agrees to annually file with the State Department of Taxation and Finance the statement required by General Municipal Law Section 874(8) concerning the value of sales tax exemptions claimed under this Agreement.
- 2.3. Demise of Facility. The Agency hereby transfers, leases and demises to the Company all its right, title and interest in and to a certain Lease to Agency of even date herewith from the Company to the Agency, a copy of which is attached hereto as Exhibit A, whereby the Company granted to the Agency a leasehold interest in the Land as more particularly described in Schedule A and the Facility thereon and the Company hereby rents and leases the Land and the Facility thereon from the Agency upon the terms and conditions of this Leaseback Agreement.
- 2.4. 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 Facility 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.
- 2.5. Duration of Lease Term; Quiet Enjoyment.
- (a) The Agency shall deliver to the Company sole and exclusive possession of the Facility (subject to the provisions hereof) and the leasehold estate created hereby shall commence on the date hereof.
  - (b) The leasehold estate created hereby shall terminate at 11:59 P.M. on February 28, 2026, or on such earlier date as may be permitted by Sections 7.2, 8.1 and 8.2 hereof.
  - (c) The period commencing on the date described in Section 2.5(a) herein through the date described in Section 2.5(b) herein shall be herein defined as the "Lease Term".
  - (d) The Agency shall, subject to the provisions hereof, neither take nor suffer nor permit

any action, other than pursuant to Articles VII or VIII of this Leaseback Agreement, to prevent the Company during the Lease Term from having quiet and peaceable possession and enjoyment of the Facility and will, at the request of the Company and at the Company's cost, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Facility as hereinabove provided.

- 2.6. Rents and Other Consideration. The rental obligations during the Lease Term are hereby reserved and the Company shall pay rent for the Facility as follows:
- (a) Upon execution of this Leaseback Agreement, Two Thousand Five Hundred and 00/100 (\$2,500.00) Dollars for the period commencing on the date hereof and ending December 31, 2006 and on January 1, 2007 and on January 1<sup>st</sup> of each calendar year thereafter Two Thousand Five Hundred and 00/100 (\$2,500.00) Dollars annually.
  - (b) In addition to the payments of rent pursuant to Section 2.6(a) hereof, throughout the Lease Term, the Company shall pay to the Agency as additional rent, within thirty (30) days of the receipt of demand therefor, an amount equal to the sum of the reasonable expenses of the Agency and the members thereof incurred, if any (i) for the reason of the Agency's leasehold interest in the Facility or its leasing of the Facility to the Company and (ii) in connection with the carrying out of the Agency's duties and obligations under this Leaseback Agreement.
  - (c) The Company agrees to make the above mentioned payments, without any further notice, in lawful money of the United States of America as, at the time of payment, shall be legal tender for the payment of public or private debts. In the event the Company shall fail to timely make any payment required in this Section 2.6, the Company shall pay the same together with interest from the date said payment is due to the date of payment thereof at the rate of twelve percent (12%) per annum, unless such sum is disputed in good faith and the Company is ultimately successful in such dispute.
- 2.7. Obligations of the Company Hereunder Unconditional. The obligations of the Company to make the payments required in Section 2.6 hereof and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Company and shall be, except as otherwise provided in this Leaseback Agreement, absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it may otherwise have against the Agency. The Company agrees it will not (i) suspend, discontinue or abate any payment required by Section 2.6 hereof or (ii) fail to observe any of its other covenants or agreements in this Leaseback Agreement or (iii) except as provided in Section 8.1 hereof, terminate this Leaseback Agreement for any cause whatsoever including, without limiting the generality of the foregoing, failure to complete the Facility, any defect in the design, operation, merchantability, fitness or condition of the Facility or in the suitability of the Facility for the Company's purposes and needs, failure of

consideration, destruction of or damage to the Facility, commercial frustration of purpose, or the taking by condemnation of the use of all or any part of the Facility, any change in the tax or other laws of the United States of America or administrative rulings of or administrative actions by the State or any political subdivision of either, or any failure of the Agency to perform and observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or in connection with this Leaseback Agreement, or otherwise. Subject to the foregoing provisions, nothing contained in this Section 2.7 shall be construed to release the Agency from the performance of any of the agreements on its part contained in this Leaseback Agreement or to affect the right of the Company to seek reimbursement or to contest any payment in good faith (during the pendency of which the Company shall have such rights not to pay sums hereunder as is contemplated herein) unless the Agency shall notify the Company to promptly secure payment of such contested payments by filing the requisite bond, in form and substance satisfactory to the Agency, and in the event the Agency should fail to perform any such agreement, the Company may institute such separate action against the Agency as the Company may deem necessary to compel performance or recover damages for nonperformance, and the Agency covenants that it will not, subject to the provisions of Section 5.2 hereof, take any action that will adversely affect the Facility or that will otherwise adversely affect the rights of estates of the Company hereunder, except upon written consent of the Company. None of the foregoing shall relieve the Company of its obligations under Section 5.2 hereof.

### ARTICLE III

#### MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE

##### 3.1. Maintenance and Modifications of Facility by the Company.

- (a) The Company shall not abandon the Facility or cause or permit any waste to the Facility. The Company agrees that during the Lease Term it will (i) keep the Facility in reasonably safe condition; (ii) make all necessary repairs and replacements to the Facility (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen); (iii) use and maintain the Facility in a sound and prudent manner; and (iv) operate the Facility such that it continues to qualify under the Act and pursuant to the terms contained herein. The Company will indemnify, defend and hold the Agency harmless from any liability or expenses from the failure by the Company to comply with this subsection (a).
- (b) The Company, at its own expense, and without the prior written approval of the Agency from time to time may make any structural additions (including adding further buildings, structures and improvements), modifications or improvements to the Facility or any addition, modifications or improvements to the Facility or any part thereof which it may deem desirable for its business and not-for-profit purposes and uses that do not adversely affect the structural integrity or impair the operating efficiency of the Facility or substantially change the nature of the Facility; provided



that the cost of such structural additions, modifications or improvements following completion of Facility do not exceed Ten Million (\$10,000,000.00) Dollars. In the event the cost of such structural additions, modifications or improvements exceed such Ten Million (\$10,000,000.00) Dollars, the Company shall obtain the prior written approval of the Agency, which approval shall not be unreasonably delayed or withheld. All such structural additions, modifications or improvements so made by the Company shall become a part of the Facility; provided, however, the Company shall not be qualified for a sales and use tax exemption hereunder when making said additions, modifications or improvements, except to the extent (i) the Company is acting as agent for the Agency under an agent agreement between the Agency and the Company which contemplates said additions, modifications or improvements or (ii) as otherwise provided by law. The Company agrees to deliver to the Agency all documents that may be necessary or appropriate to transfer to the Agency a leasehold interest in the Facility as added to or improved. Further, and for the avoidance of doubt, it is agreed that as long as the Facility is operated as a performing arts center, any structural additions, including buildings, modifications or improvements, shall not result in a modification of the Total Value Subject to Payments in lieu of taxes under the PILOT Agreement even in the event the Company constructs, installs, equips and operates attractions, including additional buildings or improvements, at the Facility beyond those contemplated in the 5<sup>th</sup> and 6<sup>th</sup> Whereas clauses of this Leaseback Agreement.

3.2. Installation of Additional Equipment. The Company from time to time may install additional furniture, fixtures, machinery, and equipment or other personal property in the Facility (which may be attached or affixed to the Facility), and such furniture, fixtures, machinery, and equipment or other personal property shall become, or be deemed to become, a part of the Facility. The Company from time to time may remove or permit the removal of such furniture, fixtures, machinery and equipment or other personal property; provided that any such removal of such furniture, fixtures, machinery, equipment or other personal property shall not adversely affect the structural integrity of the Facility or impair the overall operating efficiency of the Facility for the purposes for which it is intended and provided further that if any damage is occasioned to the Facility by such removal, the Company agrees to promptly repair such damage at its own expense.

3.3. Taxes, Assessments and Utility Charges.

(a) The Company agrees to pay, as the same respectively become due, (i) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Facility and any machinery, equipment or with respect to the Facility and any machinery, equipment or other property installed or brought by the Company therein or thereon, including without limiting the generality of the foregoing any taxes levied upon or with respect to the income or revenues of the Agency from the Facility taking into consideration and subject to its status as a not-for-profit entity and subject to the Company's right to

seek and obtain tax exemption as a not-for-profit entity for or relating to the Facility; (ii) all payments under a certain Payment in Lieu of Tax Agreement, dated as of the date hereof by and between the Agency and the Company ("PILOT Agreement") in accordance with the terms thereof; (iii) all utility and other charges, including "service charges," incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Facility; and (iv) all special assessments and related charges of any kind whatsoever lawfully made by any governmental body for public improvements; provided that, with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Company shall be obligated under this Leaseback Agreement to pay only such installments as are required to be paid during the Lease Term.

- (b) The Company, at its own expense, may in good faith contest any such taxes, assessments and other charges. In the event of any such contest, the Company may, with prior written notice to the Agency, permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, unless the Agency reasonably requests payment prior to settlement.

3.4. Insurance Required. At all times throughout the Lease Term, including without limitation during any period of construction of the Facility, the Company shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

- (a) Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the Facility, exclusive of excavations and foundations, as determined by a recognized appraiser or insurer selected by the Company.
- (b) Worker's Compensation insurance, disability benefits insurance, and each other form of insurance which the Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Facility.
- (c) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract (including the contractual liability assumed by the Company under Section 5.2 hereof) and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Company by any applicable Worker's Compensation Law; and a blanket excess liability policy in the amount not less than \$2,000,000, protecting the Company against any loss or liability

or damage for personal injury or property damage.

3.5. Additional Provisions Respecting Insurance.

- (a) All insurance required by Section 3.4 hereof shall name the Agency as an additional insured (other than worker's compensation insurance). All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company (and reasonably satisfactory to the Agency) and authorized to write such insurance in the State. Such insurance may be written with deductible amounts not exceeding Two Thousand Five Hundred and 00/100 (\$2,500.00) Dollars. All policies evidencing such insurance shall provide for (i) payment of the losses of the Company and the Agency as their respective interest may appear, and (ii) at least thirty (30) days written notice of the cancellation thereof to the Company and the Agency.
- (b) All such certificates of insurance of the insurers that such insurance is in force and effect, shall be deposited with the Agency upon execution and delivery by the Company of this Leaseback Agreement. Prior to expiration of the policy evidenced by said certificates, the Company shall furnish the Agency evidence that the policy has been renewed or replaced or is no longer required by this Leaseback Agreement.

3.6. Application of Net Proceeds of Insurance. The net proceeds of the insurance carried pursuant to the provisions of Section 3.4 hereof shall be applied as follows:

- (a) the net proceeds of the insurance required by Section 3.4(a) hereof shall be applied as provided in Section 4.1 hereof, and
- (b) the net proceeds of the insurance required by Section 3.4(b) and (c) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

3.7. Right of Agency to Pay Taxes, Insurance Premiums and Other Charges. If the Company fails (i) to pay any tax, assessment or other governmental charge required to be paid by Section 3.3 hereof or (ii) to maintain any insurance required to be maintained by Section 3.4 hereof, the Agency may pay such tax, assessment or other governmental charge subject to 3.3(b) or the premium for such insurance. The Company shall, on demand, reimburse the Agency for any amount so paid together with interest thereon from the date of payment to the date of the Company's performance at twelve percent (12%) per annum (prorated for any partial period).

## ARTICLE IV

### DAMAGE, DESTRUCTION AND CONDEMNATION

#### 4.1. Damage or Destruction.

- (a) If the Facility shall be damaged or destroyed (in whole or in part) at any time during the Lease Term:
  - (i) the Agency shall have no obligation to replace, repair, rebuild or restore the Facility;
  - (ii) there shall be no abatement or reduction in the amounts payable by the Company under this Leaseback Agreement; and
  - (iii) except as otherwise provided in subsection (b) of this Section 4.1, the Company shall promptly replace, repair, rebuild or restore the Facility to substantially the same condition and value as an operating entity as existed prior to such damage or destruction, with such changes, alterations and modifications as may be desired by the Company and may use insurance proceeds for all such purposes.

All such replacements, repairs, rebuilding or restoration made pursuant to this Section 4.1, whether or not requiring the expenditure of the Company's own money, shall automatically become a part of the Facility as if the same were specifically described herein.

- (b) The Company shall not be obligated to replace, repair, rebuild or restore the Facility, and the net proceeds of the insurance shall not be applied as provided in subsection (a) of this Section 4.1, if the Company shall exercise its option to terminate this Leaseback Agreement pursuant to Sections 8.1 and 8.2 hereof.
- (c) The Company may adjust all claims under any policies of insurance required by Section 3.4(a) hereof.

#### 4.2. Condemnation.

- (a) If at any time during the Lease Term the whole or any part of title to, or the use of, the Facility shall be taken by condemnation, the Agency shall have no obligation to restore or replace the Facility and there shall be no abatement or reduction in the amounts payable by the Company under this Leaseback Agreement. The Agency shall not have any interest whatsoever in any condemnation award, and the Company shall have the exclusive right to same.

Except as otherwise provided in subsection (b) of this Section 4.2, the Company shall promptly:

- (i) restore the Facility (excluding any Land taken by condemnation) to substantially the same condition and value as an operating entity as existed prior to such condemnation, or
- (ii) acquire, by construction or otherwise, facilities of substantially the same nature and value as an operating entity as the Facility subject to Agency consent.

The Facility, as so restored, or the substitute facility, whether or not requiring the expenditure of the Company's own moneys, shall automatically become part of the Facility as if the same were specifically described herein.

- (b) The Company shall not be obligated to restore the Facility or acquire a substitute facility, and the net proceeds of any condemnation award shall not be applied as provided in Section 4.2(a), if the Company shall exercise its option to terminate this Leaseback Agreement pursuant to Sections 8.1 and 8.2 hereof.
  - (c) The Agency shall cooperate fully with the Company in the handling and conduct of any condemnation proceeding with respect to the Facility. In no event shall the Agency voluntarily settle, or consent to the settlement of, any condemnation proceeding with respect to the Facility without the written consent of the Company.
  - (d) The Company hereby waives the provisions of Real Property Law Section 227 or any law of like import now or hereafter in effect.
- 4.3. Condemnation of the Company-Owned Property. The Company shall be entitled to the proceeds of any condemnation award or portion thereof made for damage to or taking of any property which, at the time of such damage or taking, is not part of the Facility.

## ARTICLE V

### SPECIAL COVENANTS

- 5.1. No Warranty of Condition or Suitability by the Agency. THE AGENCY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE FACILITY OR THAT IT IS OR WILL BE SUITABLE FOR THE COMPANY'S PURPOSES OR NEEDS.
- 5.2. 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 Facility or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Facility or (ii) liability arising from or expense incurred by the Agency's leasehold interest in or its financing, constructing, installing, equipping or leasing back of the Facility to the Company, 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 that 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, except that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the Agency or any other person or entity to be indemnified. The foregoing obligations of the Company shall remain in full force and effect after the termination of this Leaseback Agreement.

- 5.3. Right to Inspect the Facility. The Agency and its duly authorized agents shall have the right at all reasonable times and upon reasonable notice to inspect the Facility. The Agency shall honor and comply with any reasonable restricted access policy of the Company relating to the Facility.
- 5.4. Agreement to Provide Information. The Company agrees, whenever requested by the Agency, to provide and certify or cause to be provided and certified, without delay, such information concerning the Company, the Facility and other topics necessary to enable the Agency to make any report required by law or governmental regulation.
- 5.5. Books of Record and Account: Financial Statements. The Company at all times agrees to maintain proper accounts, records and books in which full and correct entries shall be made, in accordance with generally accepted accounting principles, of all business and affairs of the Company relating to the Facility.
- 5.6. Compliance With Orders, Ordinances, Etc.
  - (a) The Company agrees that it will, throughout the Lease Term, promptly comply in all material respects with all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all federal, state, county, municipal and other governments, departments, commissions, boards, companies or associations insuring the premises, courts, authorities, officials and officers, known or unknown, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Facility or any part thereof, or to any use, manner of use or condition of the Facility or any part thereof.

- (b) Notwithstanding the provisions of subsection (a) of this Section 5.6, the Company may in good faith contest the validity or the applicability of any requirement of the nature referred to in such subsection (a). In such event, the Company may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal therefrom. The Company shall give prompt notice of the foregoing to the Agency.

5.7. Discharge of Liens and Encumbrances.

- (a) The Company shall not permit or create or suffer to be permitted or created any lien upon the Facility or any part thereof by reason of any labor, services or materials rendered or supplied or claimed to be rendered or supplied with respect to the Facility or any part thereof.
- (b) Notwithstanding the provisions of subsection (a) of this Section 5.7, the Company may in good faith contest any such lien. In such event, the Company, with the prior written notice to the Agency may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, unless the Agency shall notify the Company to promptly secure payment of all such unpaid items by filing the requisite bond, in form and substance satisfactory to the Agency thereby causing a lien to be removed.

- 5.8. Depreciation, Deductions and Investment Tax Credit. The Company shall be entitled to all depreciation deductions with respect to any depreciable property in the Facility pursuant to Section 167 of the Internal Revenue Code and to any investment credit pursuant to Section 38 of the Internal Revenue Code with respect to any portion of the Facility which constitutes "Section 38 Property".

## ARTICLE VI

### RESTRICTION ON TRANSFER; ASSIGNMENTS AND SUBLEASING; MORTGAGE AND PLEDGE OF INTERESTS

6.1. Restriction on Transfer of Facility.

- (a) Except as otherwise specifically provided in this Article VI and except for the granting of a mortgage interest and security interests to lenders designated by the Company ("Lender") under a mortgage, security agreement and/or assignment of leases and rents in a form acceptable to the Agency, Lender and the Company, for purpose of constructing, installing, equipping and financing the Facility along with all modifications, substitutions and/or restatements thereof with the Lender or its successors and/or assigns the Agency shall not transfer, encumber or otherwise dispose of the Facility or any part thereof or any of its rights under this Leaseback Agreement, without the prior written consent of the Company, which consent shall

not be unreasonably withheld or delayed. Under no circumstances shall the Agency be required to mortgage, grant a security interest in or assign its rights to receive the rentals described in Section 2.6 hereof or its rights to be indemnified under Sections 1.2(d), 1.2(g), 2.1, 3.1(a) and 5.2 herein (collectively referred to as "Unassigned Rights").

6.2. Removal of Equipment.

- (a) The Agency shall not be under any obligation to remove, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary item of Equipment. In any instance where the Company determines that any item of Equipment has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such item of Equipment from the Facility (provided the Company shall not do any damage to the Facility) and may sell, trade-in, exchange or otherwise dispose of the same, as a whole or in part.
- (b) The Agency shall execute and deliver to the Company all instruments necessary or appropriate to enable the Company to sell or otherwise dispose of any such item of Equipment (assuming that the Company transfers to the Agency any interest therein). The Company shall pay any costs (including reasonable attorneys' fees) incurred in transferring title to and releasing any item of Equipment removed pursuant to this Section 6.2.
- (c) The removal of any item of Equipment pursuant to this Section 6.2 shall not entitle the Company to any abatement of or diminution of the rents payable under Section 2.6 hereof.

6.3. Maintaining Existence and Assignment and Subleasing.

- (a) The Company agrees during the Lease Term, it will maintain its existence, will not dissolve, liquidate or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation or permit one or more corporations to consolidate with or merge into it, without the prior written consent of the Agency which consent will not be unreasonably withheld or delayed in each instance.
- (b) This Leaseback Agreement may not be assigned in whole or in part, and the Facility may not be subleased, in whole or in part, without the prior written consent of the Agency in each instance, which consent shall not be unreasonably delayed or withheld; provided however that the Company may assign this Leaseback Agreement in whole or in part or sublease the Facility in whole or in part to a wholly owned subsidiary or affiliate or to an entity wholly controlled by it upon thirty (30) days written notice to the Agency given in accordance with the provisions of Section 9.1 of this Leaseback Agreement. A transfer in excess of fifty (50%) percent of the



equity voting interests of the Company or any other material change in the management of the Company shall be deemed an assignment and require the prior written consent as aforesaid of the Agency. Any assignment or subleases shall be on the following conditions, as of the time of each assignment and sublease:

- (i) no assignment or sublease shall relieve the Company from primary liability for any of its obligations hereunder;
  - (ii) the assignee shall assume the obligations of the Company hereunder to the extent of the interest assigned;
  - (iii) the subleasee shall take its interest subject to this Leaseback Agreement, however the subleasee shall not be required to assume the obligations of the Company hereunder;
  - (iv) the Company shall, within ten (10) days after the delivery thereof, furnish or cause to be furnished to the Agency a true and complete copy of such assignment or sublease and the instrument of assumption; and
  - (v) the Facility shall continue to constitute a "project" as such quoted term is defined in the Act.
- (c) If the Agency shall so request, as of the purported effective date of any assignment or sublease pursuant to subsection (a) of this Section 6.3, the Company at its cost shall furnish to the Agency with an opinion, in form and substance satisfactory to the Agency as to items (i), (ii) and (iv) above.

## ARTICLE VII

### DEFAULT

#### 7.1. Events of Default Defined.

- (a) Each of the following shall be an "Event of Default" under this Leaseback Agreement:
  - (i) If the Company fails to pay the amounts required to be paid pursuant to Section 2.6 or 3.3 or 3.7 hereof and such failure shall have continued for a period of ten (10) days after the Agency gives written notice of such failure to the Company; or
  - (ii) If there is any purposeful, willful or knowing breach by the Company of any of its other agreements or covenants set forth in this Leaseback Agreement that shall have continued for a period of ten (10) days after the Agency gives

written notice of such breach to the Company; or

- (iii) If there is any failure by the Company to observe or perform any other covenant, condition or agreement required by this Leaseback Agreement to be observed or performed and such failure shall have continued for a period of thirty (30) days after the Agency gives written notice to the Company, specifying that failure and stating that it be remedied, or in the case of any such default which can be cured with due diligence but not within such thirty (30) day period, the Company's failure to proceed promptly to cure such default and thereafter prosecute the curing of such default with due diligence; or
  - (iv) If any representation or warranty of the Company contained in this Leaseback Agreement is incorrect in any material respect; or
  - (v) Any default by the Company under the PILOT Agreement or Agent Agreement that shall have continued for a period of time beyond the cure period(s) provided for in the PILOT Agreement or Agent Agreement.
- (b) Notwithstanding the provisions of 7.1 (a), if by reason of *force majeure* either party hereto shall be unable in whole or in part to carry out its obligations under this Leaseback Agreement and if such party shall give notice and full particulars of such *force majeure* in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, the obligations under this Leaseback Agreement of the party giving such notice, so far as it is affected by such *force majeure*, shall be suspended during continuance of the inability, which shall include a reasonable time for the removal of the effect thereof. The suspension of such obligations for such period pursuant to this subsection (b) shall not be deemed an Event of Default under this Section 7.1. Notwithstanding anything to the contrary in this subsection (b), an event of *force majeure* shall not excuse, delay or in any way diminish the obligations of the Company to or make the payments required by Sections 2.6, 3.3 and 3.7 hereof, to obtain and continue in full force and effect the insurance required by Section 3.4 hereof, and to provide the indemnity required by Section 5.2 hereof and to comply with the terms of Sections 5.2, 5.4, 5.5, 5.6 and 5.7 hereof. The term "*force majeure*" as used herein shall include, without limitation, acts of God, acts of terrorism, strikes, lockouts or other industrial disturbances, acts of public enemies, acts, priorities or orders of any kind of the government of the United States of America or of the State or any of its departments, agencies, governmental subdivisions, or officials, any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident to machinery, transmission pipes or canals, shortages of labor or materials or delays of carriers, partial or entire failure of utilities, shortage of energy or any other cause or event not reasonably within the control of the party claiming such inability and not due to its fault. The party

claiming such inability shall remove the cause for the same with all reasonable promptness. It is agreed that the settlement of strikes, lock-outs and other industrial disturbances shall be entirely within the discretion of the party having difficulty, and the party having difficulty shall not be required to settle any strike, lockout and other industrial disturbances by acceding to the demands of the opposing party or parties.

7.2. Remedies on Default. Whenever any Event of Default shall have occurred and be continuing, the Agency may take, to the extent permitted by law, any one or more of the following remedial steps:

- (i) Declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable: (i) all unpaid installments of rent payable to the date of the Event of Default pursuant to Section 2.6 hereof and (ii) the sums under Sections 3.3 and 3.7 hereof due and calculated to the date of the Event of Default; and (iii) all other payments calculated to the date of the Event of Default due under this Leaseback Agreement.
- (ii) Take any other action as it shall deem necessary to cure any such Event of Default, provided that the taking of any such action shall not be deemed to constitute a waiver of such Event of Default.
- (iii) Take any other action at law or in equity which may appear necessary or desirable including, without limitation, to seek and obtain damages and specific performance or other monetary or equitable relief, and to collect the payments then due or thereafter to become due hereunder, and to enforce the obligations, agreements or covenants of the Company under this Leaseback Agreement.
- (iv) Terminate this Leaseback Agreement. Such termination is in addition to all other rights and remedies available to the Agency hereunder and without mitigation of such rights and remedies. Such termination may be accomplished by terminating the Lease Agreement, this Leaseback Agreement, the PILOT Agreement, and the Agent Agreement and conveying title to the Equipment by delivering one or more bills of sale to the Company. The Company hereby appoints the Chairman, Vice-Chairman and Chief Executive Officer of the Agency, each acting individually, as its attorney-in-fact for the limited purpose of signing any forms which are necessary to accomplish the termination and conveyance. The Company acknowledges that the foregoing appointment is coupled with an interest and is irrevocable.

7.3. Remedies Cumulative. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Leaseback Agreement

or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

- 7.4. Agreement to Pay Attorneys' Fees and Expenses. In the event the Company should default under any of the provisions of this Leaseback Agreement and the Agency should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the Company herein contained, or for obtaining other relief, the Company shall, on demand therefor, pay to the Agency, the reasonable fees of such attorneys and such other expenses so incurred.
- 7.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained herein should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## ARTICLE VIII

### EARLY TERMINATION OF AGREEMENT: OBLIGATIONS OF COMPANY

- 8.1. Early Termination of Agreement.
- (a) The Company shall have the option at any time to terminate this Leaseback Agreement for any or no reason 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 8.1 and upon compliance with the requirements set forth in Section 8.2 hereof.
- (b) The Agency shall have the option at any time following an Event of Default and failure to cure as contemplated herein to terminate this Leaseback Agreement and to demand immediate payment in full of all unpaid installments of rent due and payable to the date of termination pursuant to Section 2.6 hereof, the sums due under Sections 3.3 or 3.7 hereof due and payable to the date of termination, and all other payments calculated and due to the date of termination due under this Leaseback Agreement, upon written notice to the Company of the occurrence of an Event of Default under Section 7.2 hereunder, which the Company fails to timely cure.
- 8.2. Option to Terminate Agency's Leasehold Interest in the Facility. Upon termination of this Leaseback Agreement in accordance with Section 2.5, 7.2 or Section 8.1 hereof, the Company shall pay all sums due under Section 2.6 hereof due and calculated to the earlier of expiration or termination; the sums under Sections 3.3 and 3.7 hereof due and calculated

to the earlier of expiration or termination and all other sums due under this Leaseback Agreement due and calculated to the earlier of expiration or termination ("Termination Payment").

8.3. Termination of Leaseback.

- (a) Pursuant to Section 8.2 hereof, the Agency shall, upon receipt of the Termination Payment, deliver to the Company all necessary documents to reflect termination of the Lease Agreement, this Leaseback Agreement, the PILOT Agreement and the Agent Agreement, subject only to the following:
  - (i) any liens to which the Facility 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 Leaseback Agreement.
- (b) The Agency shall release and convey to the Company all of the Agency's rights and interest in and to this Leaseback Agreement, the Lease Agreement, the PILOT Agreement, and the Agent Agreement any and all other agreements relating thereto and all rights of action or any net proceeds of insurance or condemnation awards with respect to the Facility (specifically excluding all rights of the Agency hereunder including its rights to indemnification hereunder).
- (c) The Agency shall deliver to the Company one or more bills of sale conveying title to the Equipment to the Company (assuming any such title has been conveyed by the Company).

**ARTICLE IX**

GENERAL PROVISIONS

- 9.1. Notices. All notices provided for by this Leaseback 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 is to 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  
One Cablevision Center  
Ferndale, New York 12734  
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:

The Bethel Performing Arts Center, LLC  
One Cablevision Center  
Liberty, New York 12754  
Attn: Jonathan Drapkin

with a copy to:

Philip Dropkin, Esq.  
One Cablevision Center  
Liberty, New York 12754

or at such other addresses or addressees as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section 9.1.

- 9.2. Binding Effect. This Leaseback Agreement shall inure to the benefit of and shall be binding upon the Agency, the Company and their respective permitted successors and assigns.
- 9.3. Waiver. No waiver of any of the provisions of this Leaseback 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.
- 9.4. Severability. If any provision of this Leaseback 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 Leaseback 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 Leaseback Agreement.
- 9.5. Governing Law, Venue. This Leaseback 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 located in Sullivan County, New York as the exclusive venue for resolution of any disputes which may arise under or by reason of this Leaseback Agreement.

- 9.6. Survival of Obligations. The obligations of the Company to make payments required by Sections 2.6, 3.3 and 3.7 hereof due and calculated to the earlier of expiration or termination, all other payments due under this Leaseback Agreement due and calculated to the earlier of expiration or termination and all indemnities shall survive any termination or expiration of this Leaseback Agreement.
- 9.7. Section Headings Not Controlling. The headings of the several sections in this Leaseback 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 Leaseback Agreement.
- 9.8. Recording and Filing. This Leaseback Agreement or a memorandum thereof, shall be recorded or filed, as the case may be, in the Office of the Clerk of Sullivan County, 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.
- 9.9. Merger of Agency.
- (a) Notwithstanding anything to the contrary or otherwise contained in this Leaseback Agreement, nothing contained in this Leaseback Agreement shall prevent the consolidation of the Agency with, or merger of the Agency into, or transfer of its leasehold interest in the entire Facility to any other public benefit corporation or political subdivision which has the legal authority to lease the Facility, provided that upon any such consolidation, merger or transfer, the due and punctual performance and observance of all the agreements and conditions of this Leaseback Agreement to be kept and performed by the Agency shall be expressly assumed in writing by the public benefit corporation or political subdivision resulting from such consolidation or surviving such merger or to which the Facility shall be transferred.
- (b) Within thirty (30) days after the consummation of any such consolidation, merger or transfer of its leasehold interest, the Agency shall give notice thereof in reasonable detail to the Company. The Agency shall furnish such additional information with respect to any such transaction as the Company may reasonably request.
- 9.10. No Recourse; Special Obligation. Notwithstanding anything to the contrary contained herein, the obligations and agreements of the Agency contained herein and in any other agreement executed by the Agency 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 not of its chief executive officer, executive director, directors, officers, employees, members, agents (except the Company), representatives, and 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 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, the County, or any of the taxing jurisdictions and neither the State, the County, 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 Facility.

- 9.11. Entire Agreement. This Leaseback Agreement together with the Lease Agreement, the PILOT Agreement and the Agent 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 Leaseback Agreement may not be amended in any respect except by a written amendment expressly referring to this Leaseback Agreement and executed by the parties to be bound thereby.

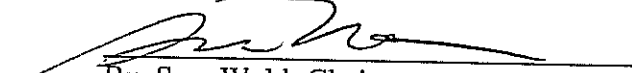
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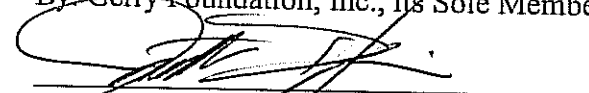


IN WITNESS WHEREOF, the Agency and the Company have caused this Leaseback Agreement to be executed in its respective names, all as of the date first above written.

COUNTY OF SULLIVAN INDUSTRIAL  
DEVELOPMENT AGENCY

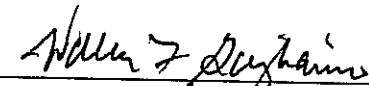
  
By: Sam Wohl, Chairman

THE BETHEL PERFORMING ARTS CENTER, LLC  
By: Gerry Foundation, Inc., its Sole Member

  
By: Jonathan Drapkin, Executive Director and Vice President

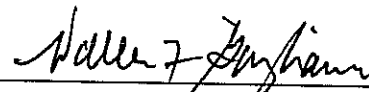
STATE OF NEW YORK    )  
                                  )ss:  
COUNTY OF SULLIVAN    )

On the 21<sup>st</sup> day of February in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared Sam Wohl, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

  
WALTER F. GARIGLIANO  
Notary Public, State of New York  
Sullivan County Clerk #4  
Commission Expires June 30, 2006

STATE OF NEW YORK    )  
                                  )ss:  
COUNTY OF SULLIVAN    )

On the 21<sup>st</sup> day of February in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared Jonathan Drapkin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public  
WALTER GARIGLIANO  
Notary Public, State of New York  
Sullivan County Clerk's #4  
Commission Expires June 30, 2006

SCHEDULE  
A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Bethel, County of Sullivan, State of New York being bounded and described as follows:

Beginning at a point at the intersection of traveled way of West Shore Road-Town Road No. 86 with the center of traveled way of Hurd Road-Town Road No. 48 and running thence from said place of beginning the following courses and distances along the center of traveled way of West Shore Road North 54 degrees-59' West 300.06 feet; North 56 degrees-05' West 624.96 feet; and North 58 degrees-18' West 161.28 feet to a point in the center of traveled way of said road, said point being South 13 degrees-23' East 131.40 feet from the southeasterly corner of a house situate on a 1.73 acres parcel adjoining the premises herein conveyed; thence leaving said road and running North 28 degrees-05' East 374.96 feet passing through an iron pin set on the northerly side of said road and passing along the easterly line of said 1.73 acre parcel to an iron pin set in a gateway in a stone wall; thence South 68 degrees-32' East 208.31 feet passing along said stone wall to an iron pin set; thence South 32 degrees-03' East 206.69 feet to an iron pin set; thence South 57 degrees-47' East 550.92 feet to a point in the center of traveled way of said Hurd Road, thence the following courses and distances along the center of traveled way of said Hurd Road: South 14 degrees-39' East 22.97 feet; South 0 degrees-19' West 67.68 feet; and South 9 degrees-25' West 305.54 feet to the point or place of beginning containing 8.32 acres of land.

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

BEING a portion of the premises described in the following two deeds:

- a. Deed dated March 31, 1981 from Donald A. Kaminsky and Patricia Kaminsky to Jessica Holding Corp., recorded in the Office of the Sullivan County Clerk March 31, 1981 in Liber 996 of Deeds at Page 313.
- b. Deed dated July 30, 1981 from Jessica Holding Corp. to Dominique Alarie, Jack S. Ingber, and Perry E. Meltzer, recorded in the Office of the Sullivan County Clerk August 11, 1981, in Liber 1010 of Deeds at Page 36.

Together with the rights of the party of the first part in and to Filipini's Pond, a/k/a Ben Leon's Pond.

21-1-1.1

SCHEDULE  
A

Parcel 1 (Section 21 Block 1 Lot 1.25)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Bethel, County of Sullivan and State of New York being known of Lot No. 5 from a map entitled "Survey Map, Subdivision of Lands to be conveyed to Dubrovsky", last revised February 1, 1996 and filed in the Sullivan County Clerk's Office, being more particularly bounded and described as follows:

BEGINNING at an iron pin set in a swamp on the northerly bounds of lands of the Star Path Farms, Inc., (Deed Liber 757, Page 548) and being the southeasterly corner of lands of the grantor herein and runs thence N37°-31'W along the northeasterly bounds of Lot No. 6 and passing through an iron pin set on the southerly bounds of a 50.00 feet wide private road 741.65 feet to a point in the center of the same; thence along a curve to the left having a radius of 225.00 feet and a length of 137.12 feet to a point; thence N17°-34'E continuing along said private road center 149.89 feet to a point; thence S61°-57'E passing through an iron pin set on the southerly bounds of said road and along the southerly bounds of Lot No. 4 514.84 feet to an iron pin set; thence S11°-49'W along the westerly bounds of lands of Landes (Deed Liber 776, Page 430) 612.62 feet to the point or place of beginning.

CONTAINING 5.53 Acres of lands as surveyed by Robert T. Lounsbury, L.S., of Liberty, New York in December of 1996.

SUBJECT to Electric Company, Telephone Company and Public Highway Easements of record.

ALSO granting and including the use of the 50.00 feet wide private roadway running to West Shore Road (Town Road #86) from the above described premises in common with others and shown on said filed subdivision map.

BEING a portion of the premises described in Deed Liber 1863 at Pages 257, 260 and 263.

SUBJECT to the Declaration of Covenants, Conditions and Restrictions filed in the office of the Clerk of the County of Sullivan on the 17th day of April, 1996, in Liber 1868 of Land Records at page 0209, and an amendment thereto filed in the office of the Clerk of the County of Sullivan on August 30, 1996, in Liber 1894 of Land Records at page 0369.

19-  
28-  
5-  
165

SCHEDULE

A

- continued -

Parcel 2 (Section 21 Block 1 Lot 1.30)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Bethel, County of Sullivan and State of New York being known as Lot No. 6 from a map entitled "Survey Map, Subdivision of Lands to be conveyed to Dubrovsky", last revised February 1, 1996 and filed in the Sullivan County Clerk's Office, being more particularly bounded and described as follows:

BEGINNING at an iron pin set in a swamp on the northerly bounds of lands of the Star Path Farms, Inc., (Deed Liber 757, Page 548) and being the southeasterly corner of lands of the grantor herein and runs thence N70°-45'W along the northerly bounds of Star Path Farms, Inc., 571.45 feet to an angle point at a stonewall and chain link fence intersection; thence N68°-25'W continuing along lands of the same as evidenced by stonewall 225.00 feet to an iron pin set in the same; thence N17°-54'E along the easterly bounds of Lot No. 7 and passing through an iron pin set on the southerly bounds of a 50.00 feet wide private road 295.67 feet to a point in the center of the same; thence along a curve to the left having a radius of 225.00 feet and a length of 217.62 feet to a point; thence S37°-31'E leaving said road and passing through an iron pin set on the southerly bounds of said road and along the southwesterly bounds of Lot No. 5 741.65 feet to the point or place of beginning.

CONTAINING 4.25 Acres of land as surveyed by Robert T. Lounsbury, L.S.; of Liberty, New York in December of 1996.

SUBJECT to Electric Company, Telephone Company and Public Highway Easements of record.

ALSO granting and including the use of the 50.00 feet wide private roadway running to West Shore Road (Town Road #86) from the above described premises in common with others and shown on said filed subdivision map.

BEING a portion of the premises described in Deed Liber 1863 at Pages 257, 260 and 263.

SUBJECT to the Declaration of Covenants, Conditions and Restrictions filed in the office of the Clerk of the County of Sullivan on the 17th day of April, 1996, in Liber 1868 of Land Records at page 0209, and an amendment thereto filed in the office of the Clerk of the County of Sullivan on August 30, 1996, in Liber 1894 of Land Records at page 0369.

SCHEDULE

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CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 27<sup>th</sup> day of June, two thousand and five

BETWEEN GF REALTY III, LLC, a Delaware limited liability company, having an address at c/o Granite Associates, L.P., One Cablevision Center, Liberty, NY 12754,

party of the first part, and

THE BETHEL PERFORMING ARTS CENTER, LLC, having an address at c/o Granite Associates, L.P., One Cablevision Center, Liberty, NY 12754,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Bethel, Sullivan County, New York, bounded and described as follows:

Beginning at a point at the intersection of the center line of the travelled ways of West Shore Rd. (Town Rd. NO. 86) and Hurd Rd., thence, along the center line of the travelled way of Hurd Rd., S12°-43'W, 354.43', to a point, thence S11°-00'W, 675.24', to a point, thence, along the northerly line of lands now or formerly of Star Path Farms, Inc., N70°-54'W, 670.11', thence along the easterly line of lands now or formerly of Dubrovsky, N11°-49'E, 742.62', to a point, thence, along the southerly line of lands now or formerly of Maurice D. & Estelle Landes, S68°-31'E, 242.98', to a point, thence, along the easterly line of said Landes, N21°-29'E, 407.93', to a point, thence, along the center line of the travelled way of West Shore Rd. (Town Rd. No. 86), S55°-32'E, 86.94', to a point, thence S53°-23'E, 300.06', to the point and place of beginning, containing 14.2889 acres.

BEING AND INTENDED TO the same premises conveyed to the party of the first part by deed of Gerry Foundation, Inc. dated as of October 31, 1998 and recorded on January 31, 2001 in County Clerk's Office of Sullivan County in Liber 22248 Page 360.

21-1-1.4

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

SCHEDULE

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ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Bethel, County of Sullivan, State of New York, being a part of Lot No. 5 in Division 49 of Great Lot No. 1 of the Hardenburgh Patent, bounded and described as follows:

BEGINNING at a point in the center of traveled way of West Shore Road-Town Road No. 86 on the line between Lots 5 and 6;

RUNNING THENCE from said place of beginning South 16 degrees 59 minutes West, 1897.18 feet, leaving said road and passing along the westerly line of lands of Gabriel (See Liber 688 of deeds at page 148 and Liber 795 of deeds at page 959) to an iron pin set on the southerly line of Great Lot No. 1;

THENCE North 67 degrees 31 minutes West, 662.96 feet along the northerly line of lands of Brucher (See Liber 726 of deeds at page 627) to a point in the center of traveled way of Hurd Road - Town Road No. 48;

THENCE the following courses and distances along the center of traveled way of Hurd Road;

- a. North 5 degrees 59 minutes East, 107.63 feet;
- b. North 10 degrees 36 minutes East, 403.97 feet;
- c. North 10 degrees 04 minutes East, 486.82 feet;
- d. North 10 degrees 58 minutes East, 451.71 feet;
- e. North 10 degrees 40 minutes East, 624.83 feet;
- f. North 10 degrees 46 minutes East, 224.20 feet to a point in the center of said roadway at its intersection with the center of traveled way of West Shore Road-Town Road No. 86;

THENCE the following courses and distances along the center of traveled way of Town Road No. 86;

- a. South 49 degrees 57 minutes East, 90.30 feet;
- b. South 47 degrees 25 minutes East, 88.74 feet;
- c. South 45 degrees 45 minutes East, 335.06 feet;
- d. South 46 degrees 17 minutes East, 310.31 feet;
- e. South 47 degrees 26 minutes East, 194.72 feet to the point or place of BEGINNING.

21-1-1.3

SCHEDULE

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PARCEL 2

Tax Lot 4.1

22.46 Acre Nicosia Parcel at the intersection of Hurd and West Shore Roads, Town of Bethel

ALL that tract or parcel of land situate in the Town of Bethel, County of Sullivan, and State of New York, intended to be all of the premises described in a deed to County Hill Farms Inc., and recorded in the Sullivan County Clerk's Office in Liber of Deeds 1140 at Page 112, more particularly bounded and described as follows:

BEGINNING at a point in the approximate center of travelled way of West Shore Road (Town Road Number 26) at the point of intersection of said center of travelled way with the center of travelled way of Hurd Road (Town Road Number 48) and running thence from said point of beginning along the center of travelled way of said Hurd Road, North 10 degrees 50 minutes East 258.88 feet, North 4 degrees 54 minutes East 96.40 feet, North 08 degrees 57 minutes West 70.28 feet, North 19 degrees 53 minutes West 67.72 feet, and North 28 degrees 48 minutes West 32.33 feet to a point; thence running along the southerly bounds of lands of Teitelbaum (Deed Liber 911 at Page 29) being the southerly bounds of a 33 foot wide right of way to lands now or formerly of Bruno, et. al. (Deed Liber 511 at Page 112) South 75 degrees 55 minutes East 177.94 feet to a point on the southerly bounds of said lands of Bruno; thence running along the southerly bounds of said lands of Bruno, South 51 degrees 59 minutes East 112.01 feet to an iron pin at the most southerly corner of said lands of Bruno, et. al.; thence running along the easterly bounds of said lands of Bruno, et. al., running to and into the waters of Filippini's Pond, North 37 degrees 44 minutes East 330.00 feet to a point in the waters of said Pond; thence running through the waters of said pond most of the way, North 65 degrees 29 minutes West 135.10' along the northerly bounds of said lands of Bruno, et. al. to an iron pin at the northwesterly corner of said lands of Bruno, et. al.; thence running along the easterly bounds of said lands of Teitelbaum, running to and through the waters of said Filippini's Pond, North 37 degrees 15 minutes East 397.00 feet to a point in the waters of said Pond on the southerly bounds of lands of Dubrovsky and Dollinger (Deed Liber 1283 at Page 109); thence running through the waters of said Pond most of the way, running along the southerly bounds of said lands of Dubrovsky and Dollinger, South 65 degrees 29 minutes East 406.84 feet to a point near the easterly shore of said Pond on the westerly bounds of lands now or formerly of Sorentino (Deed Liber 996 at Page 172); thence running generally along a wire fence most of the way, running along the westerly bounds of said lands of Sorentino, South 14 degrees 47 minutes West 919.15 feet to a point at the northerly end of a section of stone wall; thence running along said stone wall, and along the westerly bounds of said lands of Sorentino, South 13 degrees 55 minutes West 116.86 feet and South 16 degrees 55 minutes West 110.68 feet to a point at the southerly end of said stone wall; thence running along the westerly bounds of said lands of Sorentino, running to and along the westerly bounds of lands of Starr (Deed Liber 814 at Page 1094) South 14 degrees 28 minutes West 414.06 feet to a point in the approximate center of travelled way of said West Shore Road; thence running along the approximate center of travelled way of said West Shore Road, North 48 degrees 35 minutes West 46.71 feet, North 47 degrees 29 minutes West 455.13 feet, North 46 degrees 28 minutes West 340.81 feet, and North 49 degrees 31 minutes West 181.52 feet, to the point or place of beginning, containing 22.46 Acres of land to be the same more or less.

21-1-411

**PARCEL I**

Section 21  
Block 1  
Lot 8  
Town of Bethel  
County of Sullivan

ALL that certain plot, piece or parcel of land lying and being in the Town of Bethel, County of Sullivan, State of New York, being and shown on the Town of Bethel Tax Map as Section 21, Block 1, Lot 8.

Being the same premises conveyed to Midtown Rod & Gun Club, Inc. by Anne Tanofsky, Ellen Tanofsky, and Paul Tanofsky by deed dated October 9, 1996, recorded October 29, 1996, at Liber 1906, Page 0372 in the office of the Clerk of the County of Sullivan.

Being the same premises conveyed to Gerry Foundation, Inc. by Midtown Rod & Gun Club, Inc. by deed

**PARCEL II**

Section 21  
Block 1  
Lot 5.1  
Town of Bethel  
County of Sullivan

ALL that certain plot, piece or parcel of land lying and being in the Town of Bethel, County of Sullivan, State of New York, being and shown on the Town of Bethel Tax Map as Section 21, Block 1, Lot 5.1.

Being the same premises conveyed to Midtown Rod & Gun Club, Inc. by Anne Tanofsky, Ellen Tanofsky, and Paul Tanofsky by deed dated October 9, 1996, recorded October 29, 1996, at Liber 1906, Page 0374 in the office of the Clerk of the County of Sullivan.

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Parcels 1 and 2 being the same premises conveyed to Gerry Foundation, Inc. by Midtown Rod & Gun Club, Inc. by deed dated October 31, 2001 recorded January 4, 2002, at Liber 2355, Page 029 in the office of the Clerk of the County of Sullivan.



SCHEDULE

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ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Bethel, County of Sullivan and State of New York, being the premises described in a deed in Liber 789 cp 120, being a portion of Lot No. 44, of the second North Division of Great Lot No. 16 of the Hardenburgh Patent, being more particularly bounded and described as follows:

BEGINNING at an iron pin set at the end of a stone wall on the northerly bounds of New York State Route 17B at the most westerly corner of lands of Van Tyle (Deed in Liber 793 cp 101);

RUNNING THENCE North 21 degrees 54 minutes East, 499.48 feet along said stone wall evidencing the northwesterly bounds of said lands of Van Tyle to an iron pin set at the most northerly corner thereof;

THENCE South 61 degrees 52 minutes East, 586.00 feet along a wire fence evidencing the northeasterly bounds of said lands of Van Tyle to an iron pin set in a stone wall at the most easterly corner of said lands of Van Tyle on the westerly bounds of lands of Tanofsky (Deed in Liber 440 cp 544);

THENCE North 17 degrees 40 minutes East, 2,294.80 feet along a stone wall and wire fence and along the westerly bounds of said lands described in Deed in Liber 440 cp 544 to and along the westerly bounds of lands of Tanofsky (Deed in Liber 705 cp 676) to an iron pin set thereon at the most southerly corner of lands of Star Path Farm, Inc. (Deed in Liber 752 cp 548);

THENCE North 68 degrees 51 minutes West, 1,353.14 feet along a stone wall and wire fence evidencing the southwesterly bounds of said lands of Star Path Farm, Inc. to an iron pin set at the most westerly corner thereof on the easterly bounds of lands of Rossal (Deed in Liber 190 cp 95);

THENCE South 17 degrees 14 minutes West, 2,582.70 feet along the easterly bounds of said lands of Rossal and generally along a wire fence to a highway monument found on the northerly bounds of said New York State Route 17B (Deed in Liber 726 cp 1085 - Parcel No. 285);

SCHEDULE  
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THENCE 58 degrees 54 minutes East, 357.69 feet and South 56 degrees 48 minutes East, 384.44 feet along the northerly bounds of said New York State Route 17B to the point or place of BEGINNING.

Containing 76.22 acres of land to be the same more or less.

SUBJECT to any easements of record and rights of way for public utilities.

BEARINGS are as the magnetic needle pointed in April of 1976.

The foregoing description of premises was prepared as per survey of John W. Galligan, dated December 7, 1982.

Together with all right, title and interest of, in and to any streets and roads abutting the above described premises, to the center line thereof.

BEING the same premises described in a deed dated March 12, 1973 from Philip Huncik, unmarried, individually and as co-executor of the Last Will and Testament of Philip F. Huncik, deceased; Mildred Lynch, Individually and as co-executor under the Last Will and Testament of Philip F. Huncik, deceased, and James Lynch, her husband; Howard Huncik, unmarried; Catherine Herman and William Herman, her husband to Gustave H. Sheldon and recorded on June 26, 1973 in the office of the Sullivan County Clerk.

BEING the same premises described in a deed dated December 17, 1982 from Gustave H. Sheldon and Catherine Rossi Sheldon, his wife to Florence Pellegrino and recorded in the Sullivan County Clerk's Office on December 17, 1982 in Liber 1066 of Deeds at Page 303.

BEING the same premises described in a deed dated September 1, 1995 from Florence Pellegrino to Janet Atria and recorded in the Sullivan County Clerk's Office on September 12, 1995 in Liber 1828 cp 509.

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SCHEDULE

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Legal Description of "House Parcel"

All those tracts or parcels of land situated in the Town of Bethel, County of Sullivan and State of New York bounded and described as follows:

**Parcel 1.** Being a portion of the premises described in a deed from Arthur Arsenuck (also known as Arthur Arsonuck) and Mary Arsenuck (also known as Mary Arsenuck) individually and as husband and wife, to Royden Charles Gabriel recorded in Liber 398, Page 469 and more particularly described as follows:

BEGINNING at a point on the northerly side of North White Lake-Kenoza Lake Highway, sometimes also known as the West Shore Road, at a point where the westerly line of the premises now or formerly of Royden C. Gabriel and Dolores Gabriel is intersected by the premises formerly owned by the Board of Education of Union Free School District No. 6;

RUNNING THENCE along the center of the said White Lake-Kenoza Lake Highway, sometimes also known as West Shore Road, in a generally easterly direction for a distance of 67 ½ feet to a point in the center of the said road;

THENCE RUNNING in a generally northerly direction for a distance 115 feet to a point;

THENCE RUNNING in a generally westerly direction on a line parallel to the first mentioned line herein for a distance of 150 feet to a point on the westerly line of lands now or formerly of Royden C. Gabriel and Dolores Gabriel;

THENCE RUNNING in a generally southerly direction along the westerly line of the lands now or formerly of Royden C. Gabriel and Dolores Gabriel a distance of 49 feet to a point;

THENCE RUNNING in a generally easterly direction a distance of 82 ½ feet to a point;

THENCE RUNNING in a generally southerly direction a distance of 66 feet to the point or place of BEGINNING.

Being the same premises conveyed to Catherine Zielinski by deed recorded in Liber 619 Page 50.

**Parcel 2.** All that certain piece of land on the west side of Lot #7 Subdivision 49 Great Lot #1, Hardenburgh Patent, bounded as follows:

22-1-3

22-1-4

22-1-64

SCHEDULE  
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On the West side by lands now or formerly of Moses Williams, on the South by the road leading from the Hurd Settlement Road to the White Lake on the East, and North by said Lot No. 7, said piece of land is 5 rods front and 4 deep containing 1/8th of an acre of land.

Being the same premise as conveyed to Catherine Zielinski by deed recorded in Liber 619 Page 52.

WHICH SAID PARCELS 1 AND 2 TAKEN TOGETHER ARE DESCRIBED IN ACCORDANCE WITH A SURVEY BY LAWRENCE I. OESTRICH, L.S. IN SEPTEMBER 1999 AS FOLLOWS:

All that certain lot or parcel of land situate in the Town of Bethel, County of Sullivan, State of New York described as follows:

BEGINNING at a point in the approximate center of West Shore Road (Town Highway #86) at the northeasterly corner of the second parcel described in a deed to Gabriel Dairy Farm, Inc. (Liber 1081 Page 198);

THENCE along the westerly bounds of lands described by Liber of Deeds 619, Page 50 and 52 and along lands now or formerly of Iodice North  $17^{\circ} 55' 51''$  East through an iron pin set off the side of said road 139.75 feet to a spike set;

THENCE along the bounds of the lands described by Liber of Deeds 619, Page 52 now the lands of Gabriel Dairy Farm, Inc. South  $72^{\circ} 2' 14''$  east 150 feet to a spike set;

THENCE south  $17^{\circ} 55' 51''$  West through a spike set off the side of West Shore Road 139.75 feet to a point in the aforesaid center of same;

THENCE along the said center of the road North  $72^{\circ} 02' 14''$  West 150 feet to the point of BEGINNING.

CONTAINING 0.48 acres of land to be the same more or less.

SCHEDULE  
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**Parcel 3**

ALL that lot or parcel of land situate in the Town of Bethel, County of Sullivan and State of New York, being known as that part of Farm Lot 6 lying south of the center line of West Shore Road and all of Farm Lot 7 of Division Lot 49 in Great Lot 1 of the Hardenburgh Patent and being more particularly described as follows:

**BEGINNING** at an iron pin found at the intersection of stone walls at the common northerly corner of lands of Gabriel Dairy Farm, Inc. (Liber 1081, page 198) and Moriano (Liber 1359, page 355) in the southerly bounds of land N/F of Reinshagen (Liber 1389, page 499);

**THENCE** along the said Moriano Lands, the common bounds of Farm Lots 7 and 8, South 19 degrees 20 minutes 04 seconds West, passing through iron pins found off the sides of West Shore Road (Town Highway No. 86) 3463.48 feet to an iron pin found;

**THENCE** still along the said Moriano lands most of the way, the common bounds of Great Lots 1 and 16, North 66 degrees 44 minutes 55 seconds West 1344.13 feet to an iron pin set at the common southerly corner of Farm Lots 6 and 7;

**THENCE** Still along the said Great Lot line North 66 degrees 24 minutes 53 seconds West 1375.86 feet to an iron pin found at the common corner of Farm Lot 6, lands N/F of Hoheusle and Lands N/F Cacciolo;

**THENCE** along the easterly bounds of Gelish Realty, LLC (Liber 1974, page 427), North 17 degrees 40 minutes 44 seconds East, through an iron pin found off the side of West Shore Road 1898.74 feet to a point in the center of the same as per Liber of Deeds 1074, page 342.

**THENCE** to and along the approximate existing center of said Road the following twelve (12) courses;

- 1) South 47 degrees 21 minutes 15 seconds East 196.60 feet;
- 2) South 49 degrees 54 minutes 56 seconds East 297.94 feet;
- 3) South 40 degrees 51 minutes 50 seconds East 59.42 feet;
- 4) South 32 degrees 32 minutes 57 seconds East 130.03 feet;;
- 5) South 35 degrees 57 minutes 32 seconds East 85.20 feet;
- 6) South 39 degrees 09 minutes 33 seconds East 72.75 feet;

SCHEDULE

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- 7) South 48 degrees 31 minutes 21 seconds East 61.69 feet;
- 8) South 60 degrees 41 minutes 34 seconds East 88.34 feet;
- 9) South 67 degrees 34 minutes 33 seconds East 66.63 feet;
- 10) South 68 degrees 39 minutes 55 seconds East 122.26 feet;
- 11) South 72 degrees 57 minutes 06 seconds East 310.35 feet and;
- 12) South 72 degrees 02 minutes 14 seconds East 150 feet to a point;

THENCE along the bounds of land formerly of Zielinski (Liber 619 page 52) through a spike set off the side of said Road North 17 degrees 55 minutes 51 seconds East 139.75 feet to a spike set and North 72 degrees 02 minutes 14 seconds West 150.00 feet to a spike set;

THENCE along the easterly bounds of Iodice (Liber 979, page 49), the common bounds of Farm Lots 6 and 7 to, along and near an old stone row, North 17 degrees 55 minutes 51 seconds East 1814.01 feet to an iron pipe found;

THENCE along the bounds of the said Iodice lands South 63 degrees 32 minutes 17 seconds East 510.46 feet to an iron pipe found;

THENCE along the bounds of the aforesaid Reinshagen lands, South 64 degrees 12 minutes 01 second East 927.10 feet to the place of BEGINNING.

CONTAINING 163.11 acres of land to be the same more or less as surveyed by Lawrence I. Oestrich, L.S. in September, 1999.

BEING all of the premises conveyed by two deeds, one from Arthur Arsenuck (Also known as Arthur Arsonuck) and Mary Arsenuck (also known as Mary Arsonuck) to Royden Charles Gabriel dated October 25, 1946 recorded in Liber 398 page 469, and the other a deed from Arthur Arsenuck (as surviving tenant by the entirety) to Royden Charles Gabriel dated December 1, 1964 recorded in Liber 688 page 140, less and except those two parcels conveyed by Royden Charles Gabriel to Katherine Zielinski by deeds recorded in Liber 619 page 50, and Liber 619 page 52.

SUBJECT to and/or excepting from the above described premises, all that land now used or previously conveyed for public highway purposes.

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THAT TRACT OR PARCEL OF LAND, situate in the town of Bethel, County of Sullivan and State of New York, which in a deed from John K. Beekman to Sarah Ann Crawford, (one of the grantors) and Mary W. Colwell, dated Dec. 17, 1839, is described as follows: "In the second north division of Great Lot sixteen and known as Lot No. forty-one in the Hardenburgh Patent, the said lot 41 is bounded as follows: Beginning at the north west corner of said Lot forty-one, on the division line between Great Lots 17 and 16 thence south seventy-nine degrees east, fifteen chains to a stake and stones marked J.G.--J.K.B. thence south ten degrees forty-five minutes west fifty chains to a stake and stones marked J.G. -J.K.B. thence north seventy-nine degrees west fifteen chains to a cherry sapling on the division line between great Lots 17 and 16, thence along said line, north ten degrees forty-five minutes east, fifty chains to the place of beginning, containing seventy-five acres of land, more or less.

Being the same premises conveyed by Johathan S. Crawford and wife to James H. Colwell by deed dated April 6, 1858, and recorded in the office of Clerk of Sullivan County in Liber No. 39 of Deeds at page 591, and by said James H. Colwell and wife, conveyed to John J. Colwell by deed dated December 12th, 1903, and recorded in said Clerk's Office, Liber of Deeds No. 137 at page 457.

The parties of the first part also grant and convey unto the party of the second part, all that other piece and parcel of land situate, lying and being in the town, County and State aforesaid, known as Lot 40 in the second North Division of Great Lot 16 Hardenburgh Patent, Beginning at the southwest corner thereof a stake and stones standing in the southeast corner of said Colwell's field and runs thence S. 78 degrees E. 19.65 chains to a large hemlock tree blazed on four sides standing on the North west shore of chestnut Ridge Pond, then N. 13½ degrees E. 50.67 chains to a birch tree cornered and marked standing in a laurel swamp, then N. 76½ degrees W. 20 chains to stones at the North end of a stone wall, then S. 13½ degrees W. 50.67 chains to the place of beginning, containing one hundred and 42/100 acres of land, more or less, reserving from said land all the Mines and Minerals and the right to search for and mine the same as the same was reserved in a deed from Finlay to Brodheads. Excepting therefrom all lands now used for highways from all premises herein conveyed.

Being the same premises conveyed by Roderick Morison and wife to said James H. Colwell, Deed dated January 29th, 1881, and recorded in Sullivan County Clerk's Office in Liber No. 97 of Deeds at page 568; and by James H. Colwell and wife conveyed to John J. Colwell, deed dated November 10th, 1897, and recorded in said Clerk's Office in Liber No. 130 of Deeds at page 160, excepting that part thereof used for highways.

Being the same premises conveyed to Harvey H. Neill by George B. Co. well and others, by d dated February 15, 1919 and recorded in the Sullivan County Clerk's Office on March 3rd, 1919 in Liber 194 of Deeds at page 329.

Being the same premises described in a deed from Harvey H. Neill and Alice E. Neill, his wife, to William T. Neill, of his undivided one-half interest, dated August 10th, 1927 and recorded in the Sullivan County Clerk's Office in Liber 254 of Deeds at page 166 on the 10th day of August, 1927.

Excepting and reserving therefrom a right of way granted to the New York State Electric and Gas Corporation dated April 9th, 1937 and recorded in the Sullivan County Clerk's Office in Liber 320 of Deeds at page 40 on the 23rd day of August, 1937.

Excepting and reserving therefrom a parcel of land conveyed to Mary E. Bassney by William T. Neill and Isabelle E. Neill, his wife, dated March 17, 1941 and recorded in the Sullivan County Clerk's Office in Liber 345 of Deeds at page 586 on the 25th. day of March, 1941.

Being the same premises described in a certain deed made and executed by William T. Neill to William T. Neill and Isabelle Neill, his wife, as tenants by the entirety, which deed is dated November 29, 1949, and recorded in the Sullivan County Clerks' Office on November 30, 1949, in Liber 436 of Deeds, at page 21.

Being the same premises described in a certain deed dated August 14, 1959, from William Neill and Isabelle Neill, his wife, to Feodor I. Popoff and Marie Popoff, his wife, which deed was recorded in the Sullivan County Clerk's Office on September 22, 1959 in Liber 588 of Deeds at page 118.

EXCEPTING FROM THE AFOREDESCRIBED PREMISES THE FOLLOWING COVEYANCES:

Deed from Feodor I. Popoff and Marie Popoff, his wife, to Julius J. Casino, Joseph A. Minero, Leon J. Barbeito and John F. Nemeth Sr. dated March 31, 1973 and recorded in the Sullivan County Clerk's Office on April 3, 1973 in Liber 778, at page 1111;

Deed from Feodor I. Popoff and Marie Popoff, his wife, to Frank Macaluso and Mary Macaluso, and Carl Salzarulo, dated December 4, 1974, and recorded in the Sullivan County Clerk's Office in Liber 802 of Deeds at page 17;

Deed from Feodor I. Popoff and Marie Popoff, to Carmine Mazzeo, Elio Martino, Silvio Di Lorenzo and Esterino Mazzeo, dated September 24, 1975 and recorded in the Sullivan County Clerk's Office on September 24, 1975, in Liber 810 of Deeds at page 313;

Deed from Feodor I. Popoff and Marie Popoff, his wife, to Frank Macaluso and Mary Macaluso, and Carl Salzarulo, dated September 24, 1975, and recorded in the Sullivan County Clerk's Office on September 24, 1975 in Liber 810 of Deeds at page 323;

Deed from Feodor Popoff and Marie Popoff, his wife, to Jane M. Wall, dated October 3, 1983, and recorded in the Sullivan County Clerk's Office on October 4, 1983 in Liber 1096 of Deeds at page 343.

THE GRANTOR/<sup>herein</sup> reserves a life tenancy in a portion of the premises, described herein on Schedule A, and as shown on the survey map of George H. Fulton, which includes the residence, garage and equipment shed. During the term of the life tenancy, the grantor shall have the exclusive possession of the premises described on Schedule A. together with the improvements thereon, with the exception of the well, which is shared with the tenant bungalow and the barn. The life tenant shall be entitled to a sufficient water supply from the well for the use of a one family residence, which use shall be of first priority. In the event that repair shall be necessary for the pump or well, the cost shall be shared 50% by the life tenant and 50% by the purchaser.

The life tenant shall be responsible for minor repair and maintenance of the residence together with its costs of heat and utilities. The existing electric meter services the premises of the life tenancy as well as improvements to be utilized by the grantee or its tenants. Unless separate meters are installed, the electric service shall be apportioned to the various users in proportion to their estimated usage.

The grantee shall be responsible for all property taxes and major or structural repairs and maintenance of the residence.

Each party shall be responsible for insuring their respective interests in the premises during the life tenancy. The life tenant may terminate the tenancy by giving written notice to the grantee at the address set forth in the Deed or such other address as she shall be notified of in writing.



SCHEDULE

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THE Grantor shall maintain a minimum of \$300,000.00 limit liability insurance on the premises in which the life tenancy is retained, and shall name the Grantee, its successors or assigns as an additional insured and shall have no claim against the Grantee, its successor or assigns, for personal injury or damages resulting from acts of the life tenant, her family or guests on the premises in which the life tenancy is retained.

The life tenancy shall be for the use of Maria Popoff, a/k/a Marie Popoff, her immediate family and their guests. If guests are to be present in the absence of Maria Popoff a/k/a Marie Popoff, or her family, the grantee will be notified as to the names of the guests and the period of their authorized presence on the premises.

There shall be no commercial use or renting out of all or any portion of the premises in which the life tenancy is retained.

The Grantor represents that there have been no exercise of the rights to mines and minerals reserved in a deed from Finlay to Brodheads, as described in a deed from Neill to Popoff, dated August 14, 1959, recorded in the Sullivan County Clerk's Office in Liber 588 at page 118, and that no one has ever requested the right to mine the land, use mines from the land, or search for same during her entire period of ownership and there has been no exercise of any of the rights set forth in two certain Oil and Gas Leases, one to Gulf Oil Corporation, and one to Atlantic Richfield, set forth in Liber 879 at page 95 and Liber 1028 at page 254.

The intention of the Grantor is to convey everything she owns in the immediate area south of Route 17B and east of Pucky Huddle Road and bounded on the east by lands of the State of New York.

FEODOR I. POPOFF, died on March 21, 1997, in Peoria, Maricopa County, State of Arizona, a resident of the Town of Bethel, Sullivan County, New York.

THE PARTY OF THE SECOND PART HAS CAUSED A SURVEY OF THE AFORE-DESCRIBED PREMISES TO BE MADE, AND ITS SURVEYORS DESCRIPTION IS ATTACHED HERETO AS SCHEDULE B. THE PREMISES in which the life estate is reserved is included within the description attached as Schedule "B", and is described on Schedule "A", for information purposes only.

1.35 ACRE PARCEL

SCHEDULE  
A

LIFE ESTATE PARCEL  
SEE MAP NO:BE-25-1-20.1

All that tract or parcel of land situate in the Town of Bethel, County of Sullivan, State of New York being a portion of Great Lot No. 16 of the Hardenburgh Patent, bounded and described as follows: Beginning at a point in the center of traveled way of Pucky Huddle Road-Town Road No. 70, said point of beginning being North 18°-43' East 1090.94 feet and North 19°-57' East 300.76 feet as measured along the west bounds of the above described 132.11 acre parcel from a point at the southwest corner of same, and running thence from said place of beginning North 19°-42' East 146.97 feet and North 20°-27' East 46.66 feet passing along the center of traveled way of said road to a point; thence leaving said road and running South 75°-21' East 306.03 feet passing thru an iron pin set on the east side of said road (situate on the east side of a large maple tree) to an iron pin set; thence South 18°-47' West 189.94 feet to an iron pin set; thence North 75°-59' West 309.99 feet to the point or place of beginning containing 1.35 acres of land.

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

The above described 1.35 acre parcel being subject to the following:

1. The right to take water from the well and well house and the right to maintain, repair and replace any and all water supply equipment and lines which now lead to the barn situate south of the 1.35 acre parcel, and to the house situate north of the above described 1.35 acre parcel, said rights to run with the land.
2. The right to maintain the private utility lines crossing the above described 1.35 acre parcel together with the right to extend said lines,

SCHEDULE "A"

THE ABOVE DESCRIBED PREMISES IS INCLUDED WITHIN THE 132.11 ACRE PARCEL DESCRIBED IN SCHEDULE "B"

SCHEDULE  
A

132.11 ACRE PARCEL DESCRIPTION  
SEE MAP NO: BE-25-1-20.1

All that tract or parcel of land situate in the Town of Bethel, County of Sullivan, State of New York being in Great Lot No. 16 of the Hardenburgh Patent, bounded and described as follows:

Beginning at a point on the line between Great Lots 16 and 17, said point being within the traveled way of Pucky Huddle Road-Town Road No. 70, said point of beginning being on a projection of the north line of lands of Martino (See Liber 1059 of Deeds at Page 3) and running thence from said place of beginning North 18°-43' East 1090.94 feet passing along the line between Great Lots 16 and 17, said course passing within the traveled way of said road, to a point in the traveled way of same; thence North 19°-57' East 300.76 feet passing within said traveled way to a point in the center of traveled way of same; thence the following courses and distances along the center of traveled way of said road:

North 19°-42' East 146.97 feet;

North 20°-27' East 121.22 feet;

North 19°-08' East 187.53 feet;

North 18°-39' East 127.33 feet;

North 17°-24' East 160.32 feet;

North 17°-16' East 252.72 feet; and

North 17°-45' East 186.43 feet to a point in the center of traveled way of said road on the south line of lands of Rossal (See Liber 953 of Deeds at Page 45); thence leaving said road and running South 71°-13' East 1185.47 feet passing along the south line of said Rossal parcel

SCHEDULE "B"

SCHEDULE  
A

132.11 ACRE PARCEL-PAGE 2

to a point in the center of traveled way of Town Road No. 111, also known as Old Route 17B; thence the following courses and distances along the center of traveled way of said Town Road No. 111:

South 24°-11' East 49.13 feet;

South 33°-19' East 45.16 feet;

South 41°-49' East 51.76 feet;

South 52°-15' East 48.78 feet;

South 63°-26' East 62.92 feet;

South 75°-23' East 63.65 feet;

South 84°-30' East 58.65 feet;

South 88°-36' East 27.57 feet; and

North 85°-00' East 16.93 feet to a point in the center of traveled way of said road; thence leaving said road and running South 5°-00' East 30.00 feet to a point on the bounds of said road at the northwest corner of lands of Stephenson (See Land Record Liber 1862 at Page 287 and Liber 660 of Deeds at Page 447); thence South 59°-52' East 233.00 feet passing along the southerly line of said Stephenson parcel to a point at the southeast corner of same; thence North 10°-05' East 155.46 feet passing along the east line of said Stephenson parcel to a point on the south bounds of lands of said Rossal; said point being near the southerly edge of traveled way of said Town Road No. 111; thence leaving said road and running South 71°-13' East 476.06 feet passing along the south line of said Rossal parcel to a point on the west line of lands of The People of The State of New York (See Liber 673 of Deeds

SCHEDULE

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132.11 ACRE PARCEL-PAGE 3

at Page 456); thence South 18°-41' West 3365.41 feet passing along said west line to an iron pin found on the north side of Chestnut Ridge Lake; thence North 71°-26' West 12.00 feet continuing along lands of The People of The State of New York as described in Liber 674 of Deeds at Page 432 to a point at the southeast corner of lands of Scarcello (See Liber 1227 of Deeds at Page 13); thence North 18°-41' East 800.00 feet passing along the east bounds of lands of said Scarcello, the east line of Ghezzi (See Land Record Liber 1603 at Page 156), the east line of E. Mazzeo (See Liber 810 of Deeds at Page 315), and the east line of lands of Di Lorenzo (See Liber 1059 of Deeds at Page 5), said course passing along the west bounds of a 12 foot wide right of way, to an iron pin set at the northeast corner of lands of said Di Lorenzo; thence North 71°-26' West 2253.54 feet passing along the north line of said Di Lorenzo parcel to and along the north line of lands of said Martino to the point or place of beginning containing 132.11 acres of land.

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

Also granting all the right, title and interest of the grantors herein in and to a 50 foot wide right of way extending from Pucky Huddle Road easterly, the center of said right of way being the common line between lands of De Maio & others (See Liber 1051 of Deeds at Page 229) and said E. Mazzeo on the north and Macaluso (See Land Record Liber 1705 at Page 241), Salzarulo (See Liber 802 of Deeds at Page 302) and said Ghezzi on

SCHEDULE

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132.11 ACRE PARCEL-PAGE 4

the south, said right of way extending easterly to the 12 foot wide strip of land above described, said right of way having been reserved by the grantors herein in Liber 802 of Deeds at Page 17 and Liber 810 of Deeds at Page 313.

The above described 132.11 acre parcel being subject to a 12 foot wide right of way extending along the entire easterly line of lands of said Di Lorenzo, E. Mazzeo, Ghezzi and Scarcello.

Also granting all the right, title and interest of the grantors herein in and to the land, if any, owned by them lying westerly of the traveled way of said Pucky Huddle Road and extending westerly to the line between Great Lots 16 and 17.

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SCHEDULE

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ALL that certain piece or parcel of land, lying in the Town of Bethel, County of Sullivan, and State of New York, and being the west half of Lot No. Thirty seven in the second north division of Great Lot No. Sixteen of the Hardenburgh Patent and bounded as follows:

Commencing at a black ash stake on the south line of said lot, being the southeast corner and running from thence north eighty degrees west eight chains fifty links to a hemlock stake twelve links southwesterly from a crotched soft maple marked 19, 20, 37, 38; thence north eleven degrees east forty-four (44) chains sixty (60) links to the centre of the Newburgh & Cochection turnpike road; thence along said road south sixty-nine (69) degrees east eight chains sixty-five links; thence south ten degrees west forty-two chains ninety links to the place of beginning, containing thirty-seven and two-tenths acres of land more or less.

Also that other piece of land adjoining the above on the west line and being a part of lot No. Thirty-eight in the same division of said Great Lot Sixteen commencing at the centre of the Newburgh & Cochection turnpike road on the line between lots No. thirty-seven and thirty-eight and runs from thence along said line South eleven degrees west to a line run by Jonas Gregory, surveyor between lands of John K. Beekman and Thomas C. Horton; thence along said line westerly three chains and sixty links; thence north ten degrees east to the center of the Newburgh and Cochection turnpike road; thence along said turnpike south sixty-nine degrees east three chains sixty links to the place of beginning containing twelve acres of land more or less.

Also that other piece or parcel of land adjoining the first described lot on the east and being a part of the east half of Lot No. Thirty-seven in the same division of Great Lot Sixteen Hardenburgh Patent commencing at the centre of the Newburgh and Cochection turnpike road at a point opposite the end of a stone wall a few rods on the east side of the house occupied by Lydia A. Hendrickson and running from thence along said wall south eleven degrees west (except when said wall passes around a spring on the land of George O. Fraser) thence along the said stone wall south of said spring to a point east of a large yellow birch tree on the east side of a small brook thence south forty-two degrees west until it intersects the line between the East and West half of said Lot No. Thirty-seven; thence north eleven degrees east to the centre of the Newburgh and Cochection turnpike road; thence along said turnpike road to the place of beginning containing five acres of land more or less.

Being the same premises described in a deed from Delancy C. Miller and Jennie Miller to Floyd Gabriel and Dorothy Gabriel, dated the 29th day of July, 1932, and recorded in the Sullivan County Clerk's Office in Liber 287 of Deeds at page 422 on the 15th day of August, 1932.

Excepting and reserving therefrom, all that piece or parcel of land, situate in the Town of Bethel, County of Sullivan and State of New York, being part of Lot No. 37 in Great Lot No. 16 of the Hardenburgh Patent and a part of the five acre lot conveyed to Floyd Gabriel and Dorothy B. Gabriel, his wife, by DeLancy C. Miller and Jennie R. Miller, his wife, by deed dated July 29, 1932 and recorded in the Sullivan County Clerk's Office in Liber 287 of Deeds at page 422 and more particularly described as follows: Beginning at a point in the center of the State Road (Route 17B) being the northeast corner of the said five acre lot and running thence south 17 deg. 30 min. West along the easterly line of said five acre lot 478 feet; thence 64 deg. 23 min. West along the center of an old stone row 99.09 feet to a stake; thence north 17 deg. 30 min. East 483.4 feet to the center of the aforesaid state road; thence south 61 deg. 19 min. East 100 feet along the center of said road to the place of beginning, containing 1 and 1/10 acres of land more or less as surveyed October 13, 1932 by Charles Atwell, Jr.

(Friedman/26-1-3.1)

SCHEDULE  
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Also excepting and reserving therefrom all that tract, piece or parcel of land, situate in the Town of Bethel, County of Sullivan and State of New York, being part of Lot 37 in Great Lot 16 of the Hardenburgh Patent and a part of the five acre lot conveyed to Floyd Gabriel and Dorothy B. Gabriel, his wife, by DeLancey Miller and Jennie Miller, his wife, by deed dated July 29, 1932 and recorded in the Sullivan County Clerk's Office in Liber 287 of Deeds at page 422 and more particularly described as follows: Beginning at a point in the center of the State Road (17B) said point being North 61 deg. 19 min. West 100 feet from the northeast corner of the said five acre lot South 17 deg. 30 min. West 483.4 feet to the center of an old stone row; thence along the center of said stone row North 64 deg. 23 min. West 94 feet to a stake; thence North 25 deg. 28 min. East 486 feet to the center of the aforesaid State Road; thence southeasterly along the center of said road 27 feet to the place of beginning, containing 7/10 acres of land more or less as surveyed by Charles Atwell, Surveyor.

Being the same premises described in two deeds from Floyd Gabriel and Dorothy B. Gabriel to John S. H. Mott and Mary H. Mott, his wife, one dated the 15th day of October, 1932 and recorded in the Sullivan County Clerk's Office on the 19th day of October, 1932 in Liber 289 at page 123, and the other dated the 8th day of June, 1935 and recorded in the Sullivan County Clerk's Office on the 11th day of July, 1936 in Liber 311 of Deeds at page 133.

Being the same premises described in a deed from Floyd Gabriel and Dorothy B. Gabriel to Isaac Cohen and Daisy Cohen, his wife, dated January 29th, 1945 and recorded in the Sullivan County Clerk's Office in Liber 374 of Deeds at page 358 on January 29th, 1945.

Being the same premises described in a deed from Isaac Cohen and Daisy Cohen to Isaac Viente and Regina Viente, dated March 23rd, 1949 and recorded in the Sullivan County Clerk's Office in Liber 427 of Deeds at page 244 on March 24th, 1949.

Being the same premises described in a deed from Isaac Viente and Regina Viente, his wife, to Isaac Cohen and Daisy Cohen, his wife, dated February 25, 1953 and recorded in the Sullivan County Clerk's Office on February 25, 1953 in Liber 478 of Deeds at page 284.

The said Isaac Cohen died intestate on March 1, 1957, a resident of the Town of Bethel, Sullivan County, New York, leaving the grantor herein as his surviving tenant.

BEING and intended to be the same premises described in a deed dated November 29, 1958, from Daisy Samarel, formerly known as Daisy Cohen, to Leon Friedman and Rebecca Friedman, which deed was recorded in the office of the Clerk of the County of Sullivan in Liber 574 of Deeds at page 143. \*

Excepting therefrom conveyances of record.

\* Being the same premises described in a deed from Friedman to H. Roberst Corp. dated April 22, 1997, which deed was recorded in the office of the Clerk of the County of Sullivan in Liber 1939, at page 0108.

(4) 12-28-75  
S. J. W.



# Fulton Engineering & Surveying Co.

George H. Fulton

15 Main Street + P.O. Box 950  
Livingston Manor, New York 12758

LICENSED LAND SURVEYOR

## DESCRIPTION OF 18.18 ACRE PARCEL

See Surveyor's Map No: BE-26-1-5

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

Beginning at an iron pin set on the south bounds of the former Newburgh-Cochection Turnpike, said point of beginning being on the south bounds of New York State Route 17B, said point of beginning being further described as North  $72^{\circ}-46'$  West 1.7 feet from a concrete highway monument found at the northwest corner of Parcel No. 300 as shown on Map No. 231 of the Fosterdale-Mongaup Valley State Highway No. 986, and running thence from said place of beginning South  $6^{\circ}-11'$  West 448.29 feet leaving said old turnpike bounds and passing along the west bounds of said Parcel No. 300 and passing to and along the west bounds of lands of Gsell (See Liber 891 of Deeds at Page 315), said course passing to and generally along a permanent drainage easement parcel for said highway designated as Parcel 301 on Map No. 231 to an iron pin set; thence North  $83^{\circ}-45'$  West 16.30 feet passing along the northerly boundary of a spring area to an iron pin set; thence continuing along the bounds of said spring area South  $1^{\circ}-37'$  East 15.68 feet to an iron pin set and North  $83^{\circ}-38'$  East 14.52 feet to an iron pin set; thence South  $6^{\circ}-11'$  West 573.96 feet passing to and generally along a stone row part of the way, said course passing along the west bounds of lands of Hofstee (See Liber 712 of Deeds at page 205) and passing along and partly within a drainage easement as monumented in error by others to an iron pin set; thence continuing along said west bounds South  $24^{\circ}-00'$  West 421.51 feet to an iron pin set; thence still along said west bounds South  $9^{\circ}-27'$  West 1355.01 feet to an iron pin found on the north bounds of lands of The People of the State of New York (See Liber 1025 of Deeds at Page 86); thence North  $84^{\circ}-09'$  West 228.58 feet passing along said north bounds to a point at the southeast corner of lands of the Gerry Foundation, Inc. as described in Land Record Liber 1978 at Page 105; thence North  $7^{\circ}-44'$  East 2403.54 feet passing along the east bounds of said Gerry Foundation to an iron pin found in the remains of a stone row; thence continuing along the boundary of said Gerry Foundation South  $78^{\circ}-07'$  East 130.13 feet to an iron pin set; thence still along said boundary North  $17^{\circ}-26'$  East 423.12 feet to a point on the south bounds of Parcel No. 296 as shown on Map No. 228 of said State Highway; thence South  $72^{\circ}-21'$  East 21.70 feet passing along the south line of said Parcel No. 296 to a point at the southeast corner of same; thence North  $17^{\circ}-14'$  East 16.00 feet passing along the east bounds of said Parcel No. 296 to a point on the south bounds of said old Newburgh-Cochection Turnpike; thence South  $72^{\circ}-46'$  East 136.00 feet passing along the bounds of said Turnpike to the point or place of beginning containing 18.18 acres of land.

Subject to easements of record to public utilities.

Bearings are in accord with grid North NAD-83.

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# Fulton Engineering & Surveying Co.

George H. Fulton

15 Main Street • P.O. Box 950  
Livingston Manor, New York 12758

SCHEDULE A

LICENSED LAND SURVEYOR

## DESCRIPTION OF 18.18 ACRE PARCEL

See Surveyor's Map No: BE-26-1-5

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

Beginning at an iron pin set on the south bounds of the former Newburgh-Cochecton Turnpike, said point of beginning being on the south bounds of New York State Route 17B, said point of beginning being further described as North  $72^{\circ}-46'$  West 1.7 feet from a concrete highway monument found at the northwest corner of Parcel No. 300 as shown on Map No. 231 of the Fosterdale-Mongaup Valley State Highway No. 986, and running thence from said place of beginning South  $6^{\circ}-11'$  West 448.29 feet leaving said old turnpike bounds and passing along the west bounds of said Parcel No. 300 and passing to and along the west bounds of lands of Gsell (See Liber 891 of Deeds at Page 315), said course passing to and generally along a permanent drainage easement parcel for said highway designated as Parcel 301 on Map No. 231 to an iron pin set; thence North  $83^{\circ}-45'$  West 16.30 feet passing along the northerly boundary of a spring area to an iron pin set; thence continuing along the bounds of said spring area South  $1^{\circ}-37'$  East 15.68 feet to an iron pin set and North  $83^{\circ}-38'$  East 14.52 feet to an iron pin set; thence South  $6^{\circ}-11'$  West 573.96 feet passing to and generally along a stone row part of the way, said course passing along the west bounds of lands of Hofstee (See Liber 712 of Deeds at page 205) and passing along and partly within a drainage easement as monumented in error by others to an iron pin set; thence continuing along said west bounds South  $24^{\circ}-00'$  West 421.51 feet to an iron pin set; thence still along said west bounds South  $9^{\circ}-27'$  West 1355.01 feet to an iron pin found on the north bounds of lands of The People of the State of New York (See Liber 1025 of Deeds at Page 86); thence North  $84^{\circ}-09'$  West 228.58 feet passing along said north bounds to a point at the southeast corner of lands of the Gerry Foundation, Inc. as described in Land Record Liber 1978 at Page 105; thence North  $7^{\circ}-44'$  East 2403.54 feet passing along the east bounds of said Gerry Foundation to an iron pin found in the remains of a stone row; thence continuing along the boundary of said Gerry Foundation South  $78^{\circ}-07'$  East 130.13 feet to an iron pin set; thence still along said boundary North  $17^{\circ}-26'$  East 423.12 feet to a point on the south bounds of Parcel No. 296 as shown on Map No. 228 of said State Highway; thence South  $72^{\circ}-21'$  East 21.70 feet passing along the south line of said Parcel No. 296 to a point at the southeast corner of same; thence North  $17^{\circ}-14'$  East 16.00 feet passing along the east bounds of said Parcel No. 296 to a point on the south bounds of said old Newburgh-Cochecton Turnpike; thence South  $72^{\circ}-46'$  East 136.00 feet passing along the bounds of said Turnpike to the point or place of beginning containing 18.18 acres of land.

Subject to easements of record to public utilities.

Bearings are in accord with grid North NAD-83.

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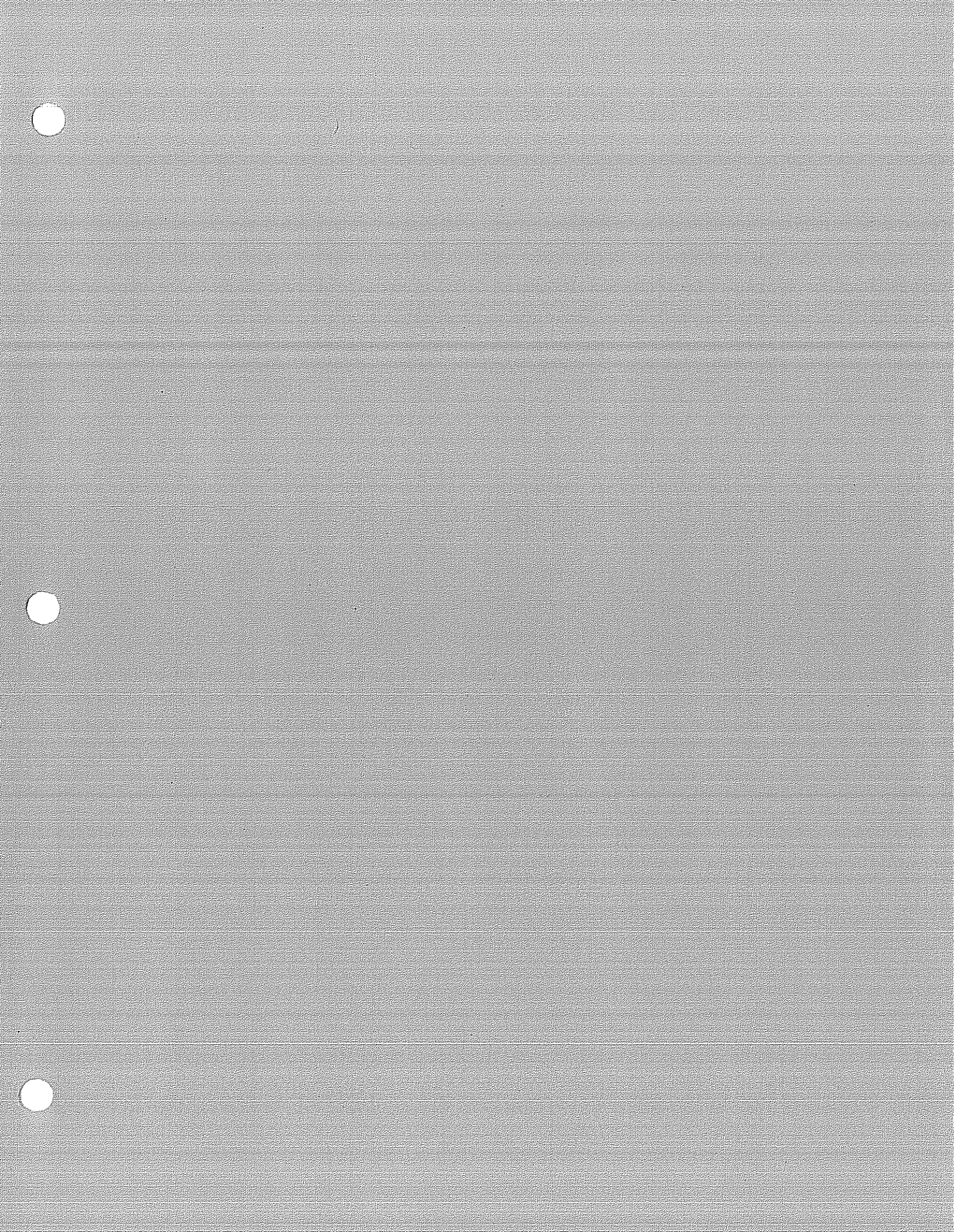
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## SCHEDULE B

### DESCRIPTION OF THE EQUIPMENT

All equipment, furniture, fixtures, machines, building materials and items of personal property and all appurtenances as the Company shall, at its election, from time to time, now or hereafter designate and identify in a separate writing to the Agency and on which the Agency abates sales tax, IF ANY (A) constructed, installed and equipped in and to the Facility located on the Land, said Project to be constructed, installed and equipped by the Company as agent of the Agency pursuant to this Leaseback Agreement and the Lease to Agency of even date herewith 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.



## LEASE TO AGENCY

*THIS LEASE TO AGENCY* ("Lease Agreement"), made as of the 1st day of February, 2006, by and between 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 One Cablevision Center, Ferndale, New York 12734 ("Agency") and THE BETHEL PERFORMING ARTS CENTER, LLC, a New York limited liability company, having its principal offices at One Cablevision Center, Liberty, New York 12754 ("Company").

### 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 their 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*, 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") created the Agency which is empowered under the Act to undertake the providing of financing and leasing of the facility described below; and

*WHEREAS*, the Company has 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, installation and equipping of a performing arts center to consist of the following: (a) an outdoor pavilion of approximately 4,800 seats under cover with additional lawn seating capacity for 12,000 or more people; (b) a museum and interpretive center including a museum of music, culture and history, the exhibits and specifics of which are being planned, together with a ticket sales office, a retail shop, a food area and an events lobby; (c) an outdoor amphitheater; (d) concession buildings; (e) restrooms; (f) walking paths; (g) utilities and roadways; (h) water, sewer and storm water systems; (i) garden and other landscaping; (j) ponds and

streams; (k) picnic pods; (i) farmers market sheds; (m) an outdoor stage on the original Woodstock field with capacity for as many as 30,000 attendees; and (n) on-site and off-site parking areas (collectively, the "PAC") situate on fifteen (15) parcels of real estate consisting of approximately 649.17± acres to be located along New York State Route 17B in the Town of Bethel ("Town"), County of Sullivan ("County"), State of New York and identified on the Town tax map as Section 21, Block 1, Lots 1.1, 1.30, 1.4, 1.25, 1.3, 4.1, 5.1, 8, 10, Section 22, Block 1, Lots 3, 4 and 64, Section 25, Block 1, Lot 20.1 and Section 26, Block 1, Lots 3.1 and 5 ("Land") and related facilities to be leased to the Agency; (ii) acquisition and installation thereon and therein of certain furniture, fixtures, machinery, equipment and tools ("Equipment"); (iii) construction of improvements to the PAC, the Land and the Equipment (collectively, the PAC, the Land and the Equipment are referred to as the "Facility" or the "Project"); and (iv) lease of the Facility back from the Agency to the Company; and

*WHEREAS*, the purposes or intentions of the Project are: (i) to offer and provide concerts at the Facility known as Bethel Woods Center for the Performing Arts, including classical, string quartet, operatic performances, popular and religious music, jazz and other contemporary music, dance, and theatrical performances; (ii) to promote, in connection with the performances and in connection with the Museum and Interpretive Center and the other facilities on the Land, community and economic development in Sullivan County and the surrounding region, including employment opportunities for unemployed and underemployed persons; (iii) through the Museum and Interpretive Center, to provide cultural and educational forums and opportunities to further explain the history and impact of the mid- 20<sup>th</sup> century and the music thereof (particularly the times and events surrounding and about the 1960s); (iv) through other activities of the Project and Bethel Woods, to provide various educational opportunities for middle and high school students, including music appreciation and opportunities to further explore and understand the pre- and post-Columbian history of the region; and (v) to provide for recreational activities on the Land including relaxation, hiking, and walking; and

*WHEREAS*, in order to induce the Company to develop the Facility, the Agency is willing to take a leasehold interest in the land, improvements and personal property constituting the Facility and lease said land, improvements and personal property back to the Company pursuant to that certain Leaseback Agreement of even date herewith ("Leaseback Agreement"); and

*WHEREAS*, the Company has agreed with the Agency, on behalf of the Agency and as the Agency's agent to construct, install, equip and operate the Facility in accordance with the plans and specifications presented to the Agency; and

*WHEREAS*, the Company proposes to lease the Facility to the Agency, and the Agency desires to rent the Facility from the Company, upon the terms and conditions hereinafter set forth in this Lease Agreement.

*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 Facility, 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 Facility from the Company pursuant to this Lease Agreement and lease the Facility back to the Company pursuant to the Leaseback to Company of even date herewith ("Leaseback Agreement") and designate the Company as its agent for purposes of constructing, installing, equipping and operating the Project, all for the purpose of promoting the industry, health, welfare, convenience and prosperity of the inhabitants of the State and the County of Sullivan ("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 construct, install, equip and operate the Facility and the related jobs anticipated to result therefrom in the County.
- 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 the Company 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

### FACILITY SITE, DEMISING CLAUSES AND RENTAL PROVISIONS

- 2.1. Demise of Facility; Agreement to Convey to Agency. The Company hereby demises and leases to the Agency and the Agency hereby rents and leases from the Company the real property, including any buildings, structures or improvement thereon, described in Schedule A attached hereto upon the terms and conditions of this Lease Agreement. The Company has or will convey all of its interest in the furniture, fixtures, machinery and equipment described in Schedule B attached hereto subject to and to the extent provided in such Schedule B. The Company has been advised and understands that the Agency's interest in the Facility resulting from said transfers/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 a defect in title or a lien adversely affecting the Facility and will pay all reasonable expenses incurred by the Agency in defending any action respecting title to or a lien affecting the Facility.
- 2.2. Remedies to be Pursued Against Contractors and Subcontractors and Their 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 Facility 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.
- 2.3. Duration of Lease Term; Quiet Enjoyment.
- (a) The Agency shall deliver to the Company possession of the Facility (subject to the provisions hereof) and the leasehold estate created hereby shall commence on the

date hereof.

- (b) The leasehold estate created hereby shall terminate at 11:59 P.M. on February 28, 2026, or on such earlier date as may be permitted by Section 6.1 hereof.
  - (c) The period commencing on the date described in Section 2.3(a) herein through the date described in Section 2.3(b) herein shall be herein defined as the "Lease Term."
- 2.4. Rents and Other Consideration. The rental obligations during the Lease Term shall be One and 00/100 (\$1.00) Dollar and other good and valuable consideration, receipt of which is hereby acknowledged by the Company.
- 2.5. Use; Leaseback Agreement.
- (a) The Agency shall hold and use the Facility 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 a 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 Facility shall be damaged or destroyed (in whole or in part) at any time during the Lease Term:
    - (i) the Agency shall have no obligation to replace, repair, rebuild or restore the Facility; and
    - (ii) there shall be no abatement or reduction in the amounts payable by the Company under the Leaseback Agreement.

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 part of the Facility 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 Facility or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Facility or (ii) liability arising from or expense incurred by the Agency's financing, constructing, installing, equipping, owning and leasing of the Facility, 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 fault or negligence on the part of the Agency, or its chief executive officer, executive director, directors, officers, employees, members, agents (except the Company), representatives, and their respective successors and assigns and personal representatives and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability, except that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the Agency or any other person or entity to be indemnified. The foregoing obligations of the Company shall remain in full force and effect after the termination of this Lease Agreement.

#### ARTICLE V

##### ASSIGNMENT AND SUBLEASING

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

## ARTICLE VI

### TERMINATION

#### 6.1. Early Termination of Agreement.

- (a) 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.
- (b) The Agency shall have the option at any time following an event of default under the Leaseback Agreement and failure to cure as contemplated thereunder to terminate this Lease Agreement and to demand immediate payment in full of all unpaid installments of rent due and payable to the date of termination pursuant to Section 2.6 of the Leaseback Agreement, the sums due under Sections 3.3 or 3.7 of the Leaseback Agreement due and payable to the date of termination, and all other payments calculated and due to the date of termination due under the Leaseback Agreement, upon written notice to the Company of the occurrence of an Event of Default thereunder, which the Company fails to timely cure.

6.2. Termination Payment. 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 ("Termination Payment"). The Company shall exercise its right to terminate this Lease Agreement and Leaseback Agreement by giving written notice to the Agency and paying the Termination Payment to the Agency.

#### 6.3. Termination.

- (a) Pursuant to Section 6.2 hereof, the Agency shall, upon receipt of the Termination Payment, deliver to the Company all necessary documents to reflect a termination of this Lease Agreement, the Leaseback Agreement, the PILOT Agreement and the Agent Agreement subject to the following:
  - (i) any liens to which title to the Facility 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 this Lease Agreement, the Leaseback Agreement, the PILOT Agreement, the Agent Agreement and any and all other agreements relating thereto and all rights of action or any net proceeds of insurance or condemnation awards with respect to the Facility (specifically excluding all rights of the Agency hereunder, including its rights to indemnification hereunder).

## ARTICLE VII

### GENERAL PROVISIONS

- 7.1. Notices. All notices provided for by this 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  
One Cablevision Center  
Ferndale, New York 12734  
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:

The Bethel Performing Arts Center, LLC  
One Cablevision Center  
Liberty, New York 12754  
Attn: Jonathan Drapkin

with a copy to:

Philip Dropkin, Esq.  
One Cablevision Center  
Liberty, New York 12754

or at such other addresses or addressees as any party may from time to time furnish to the other party by notice given in accordance with the provisions of 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 their 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 located in Sullivan County, New York as the exclusive venue for resolution of any disputes which may arise under or by reason of this 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, 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. Merger of Agency.
- (a) Notwithstanding anything to the contrary or otherwise contained in this Lease Agreement, nothing shall prevent the consolidation of the Agency with, or merger of the Agency into, or transfer of title to the entire Facility to any other public benefit corporation or political subdivision which has the legal authority to own and lease the Facility, provided that upon any such consolidation, merger or transfer, the due and punctual performance and observance of all the agreements and conditions of this Lease Agreement to be kept and performed by the Agency shall be expressly assumed in writing by the public benefit corporation or political subdivision resulting from such consolidation or surviving such merger or to which the Facility shall be transferred.
  - (b) Within thirty (30) days after the consummation of any such consolidation, merger or transfer of title, the Agency shall give notice thereof in reasonable detail to the Company. The Agency shall furnish such additional information with respect to any such transaction as the Company may reasonably request.

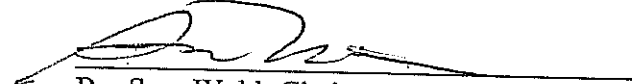
- 7.9. No Recourse; Special Obligation. Notwithstanding anything to the contrary contained herein, the obligations and agreements of the Agency contained herein and in any other agreement executed by the Agency and in any other instrument or document supplemental thereto executed in connection herewith or therewith shall be deemed the obligation and agreements of the Agency, and not of any chief executive officer, executive director, directors, officers, employees, members, agents (except the Company), representatives, and 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 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, the County, or any of the taxing jurisdictions and neither the State, the County, 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 Facility.
- 7.10. Entire Agreement. This Lease Agreement together with the Leaseback Agreement, the Payment in Lieu of Tax Agreement, and the Agent Agreement, all of even date herewith, 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.

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

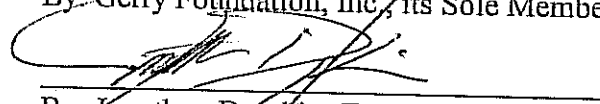
COUNTY OF SULLIVAN INDUSTRIAL  
DEVELOPMENT AGENCY



By: Sam Wohl, Chairman

THE BETHEL PERFORMING ARTS CENTER, LLC

By: Gerry Foundation, Inc., its Sole Member



By: Jonathan Drapkin, Executive Director and Vice  
President



SCHEDULE  
A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Bethel, County of Sullivan, State of New York being bounded and described as follows:

Beginning at a point at the intersection of traveled way of West Shore Road-Town Road No. 86 with the center of traveled way of Hurd Road-Town Road No. 48 and running thence from said place of beginning the following courses and distances along the center of traveled way of West Shore Road North 54 degrees-59' West 300.06 feet; North 56 degrees-05' West 624.96 feet; and North 58 degrees-18' West 161.28 feet to a point in the center of traveled way of said road, said point being South 13 degrees-23' East 131.40 feet from the southeasterly corner of a house situate on a 1.73 acres parcel adjoining the premises herein conveyed; thence leaving said road and running North 28 degrees-05' East 374.96 feet passing through an iron pin set on the northerly side of said road and passing along the easterly line of said 1.73 acre parcel to an iron pin set in a gateway in a stone wall; thence South 68 degrees-32' East 208.31 feet passing along said stone wall to an iron pin set; thence South 32 degrees-03' East 206.69 feet to an iron pin set; thence South 57 degrees-47' East 550.92 feet to a point in the center of traveled way of said Hurd Road, thence the following courses and distances along the center of traveled way of said Hurd Road: South 14 degrees-39' East 22.97 feet; South 0 degrees-19' West 67.68 feet; and South 9 degrees-25' West 305.54 feet to the point or place of beginning containing 8.32 acres of land.

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

BEING a portion of the premises described in the following two deeds:

- a. Deed dated March 31, 1981 from Donald A. Kaminsky and Patricia Kaminsky to Jessica Holding Corp., recorded in the Office of the Sullivan County Clerk March 31, 1981 in Liber 996 of Deeds at Page 313.
- b. Deed dated July 30, 1981 from Jessica Holding Corp. to Dominique Alaris, Jack S. Ingber, and Perry E. Melczer, recorded in the Office of the Sullivan County Clerk August 11, 1981, in Liber 1010 of Deeds at Page 36.

Together with the rights of the party of the first part in, and to Filipini's Pond, a/k/a Ben Leon's Pond.

21-1-1.1

SCHEDULE  
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Parcel 1 (Section 21 Block 1 Lot 1.25)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Bethel, County of Sullivan and State of New York being known of Lot No. 5 from a map entitled "Survey Map, Subdivision of Lands to be conveyed to Dubrovsky", last revised February 1, 1996 and filed in the Sullivan County Clerk's Office, being more particularly bounded and described as follows:

BEGINNING at an iron pin set in a swamp on the northerly bounds of lands of the Star Path Farms, Inc., (Deed Liber 757, Page 548) and being the southeasterly corner of lands of the grantor herein and runs thence N37°-31'W along the northeasterly bounds of Lot No. 6 and passing through an iron pin set on the southerly bounds of a 50.00 feet wide private road 741.65 feet to a point in the center of the same; thence along a curve to the left having a radius of 225.00 feet and a length of 137.12 feet to a point; thence N17°-34'E continuing along said private road center 149.89 feet to a point; thence S61°-57'E passing through an iron pin set on the southerly bounds of said road and along the southerly bounds of Lot No. 4 514.84 feet to an iron pin set; thence S11°-49'W along the westerly bounds of lands of Landes (Deed Liber 776, Page 430) 612.62 feet to the point or place of beginning.

CONTAINING 5.53 Acres of lands as surveyed by Robert T. Lounsbury, L.S., of Liberty, New York in December of 1996.

SUBJECT to Electric Company, Telephone Company and Public Highway Easements of record.

ALSO granting and including the use of the 50.00 feet wide private roadway running to West Shore Road (Town Road #86) from the above described premises in common with others and shown on said filed subdivision map.

BEING a portion of the premises described in Deed Liber 1863 at Pages 257, 260 and 263.

SUBJECT to the Declaration of Covenants, Conditions and Restrictions filed in the office of the Clerk of the County of Sullivan on the 17th day of April, 1996, in Liber 1868 of Land Records at page 0209, and an amendment thereto filed in the office of the Clerk of the County of Sullivan on August 30, 1996, in Liber 1894 of Land Records at page 0369.

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28-  
5-  
165

SCHEDULE  
A

- continued -

Parcel 2 (Section 21 Block 1 Lot 1.30)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Bethel, County of Sullivan and State of New York being known as Lot No. 6 from a map entitled "Survey Map, Subdivision of Lands to be conveyed to Dubrovsky", last revised February 1, 1996 and filed in the Sullivan County Clerk's Office, being more particusaly bounded and described as follows:

BEGINNING at an iron pin set in a swamp on the northerly bounds of lands of the Star Path Farms, Inc., (Deed Liber 757, Page 548) and being the southeasterly corner of lands of the grantor herein and runs thence N70°-45'W along the northerly bounds of Star Path Farms, Inc., 571.45 feet to an angle point at a stonewall and chain link fence inter-section; thence N68°-25'W continuing along lands of the same as evidenced by stonewall 225.00 feet to an iron pin set in the same; thence N17°-54'E along the easterly bounds of Lot No. 7 and passing through an iron pin set on the southerly bounds of a 50.00 feet wide private road 295.67 feet to a point in the center of the same; thence along a curve to the left having a radius of 225.00 feet and a length of 217.62 feet to a point; thence S37°-31'E leaving said road and passing through an iron pin set on the southerly bounds of said road and along the south-westerly bounds of Lot No. 5 741.65 feet to the point or place of beginning.

CONTAINING 4.25 Acres of land as surveyed by Robert T. Lounsbury, L.S.; of Liberty, New York in December of 1996.

SUBJECT to Electric Company, Telephone Company and Public Highway Easements of record.

ALSO granting and including the use of the 50.00 feet wide private roadway running to West Shore Road (Town Road #86) from the above described premises in common with others and shown on said filed subdivision map.

BEING a portion of the premises described in Deed Liber 1863 at Pages 257, 260 and 263.

SUBJECT to the Declaration of Covenants, Conditions and Restrictions filed in the office of the Clerk of the County of Sullivan on the 17th day of April, 1996, in Liber 1868 of Land Records at page 0209, and an amendment thereto filed in the office of the Clerk of the County of Sullivan on August 30, 1996, in Liber 1894 of Land Records at page 0369.

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 27<sup>th</sup> day of June, two thousand and five

BETWEEN GF REALTY III, LLC, a Delaware limited liability company, having an address at c/o Granite Associates, L.P., One Cablevision Center, Liberty, NY 12754,

party of the first part, and

THE BETHEL PERFORMING ARTS CENTER, LLC, having an address at c/o Granite Associates, L.P., One Cablevision Center, Liberty, NY 12754,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Bethel, Sullivan County, New York, bounded and described as follows:

Beginning at a point at the intersection of the center line of the travelled ways of West Shore Rd. (Town Rd. NO. 86) and Hurd Rd., thence, along the center line of the travelled way of Hurd Rd., S12°-43'W, 354.43', to a point, thence S11°-00'W, 675.24', to a point, thence, along the northerly line of lands now or formerly of Star Path Farms, Inc., N70°-54'W, 670.11', thence along the easterly line of lands now or formerly of Dubrovsky, N11°-49'E, 742.62', to a point, thence, along the southerly line of lands now or formerly of Maurice D. & Estelle Landes, S68°-31'E, 242.98', to a point, thence, along the easterly line of said Landes, N21°-29'E, 407.93', to a point, thence, along the center line of the travelled way of West Shore Rd. (Town Rd. No. 86), S55°-32'E, 86.94', to a point, thence S53°-23'E, 300.06', to the point and place of beginning, containing 14.2889 acres.

BEING AND INTENDED TO the same premises conveyed to the party of the first part by deed of Gerry Foundation, Inc. dated as of October 31, 1998 and recorded on January 31, 2001 in County Clerk's Office of Sullivan County in Liber 22248 Page 360.

21-1-14

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

SCHEDULE  
A

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Bethel, County of Sullivan, State of New York, being a part of Lot No. 5 in Division 49 of Great Lot No. 1 of the Hardenburgh Patent, bounded and described as follows:

BEGINNING at a point in the center of traveled way of West Shore Road-Town Road No. 86 on the line between Lots 5 and 6;

RUNNING THENCE from said place of beginning South 16 degrees 59 minutes West, 1897.18 feet, leaving said road and passing along the westerly line of lands of Gabriel (See Liber 688 of deeds at page 148 and Liber 795 of deeds at page 959) to an iron pin set on the southerly line of Great Lot No. 1;

THENCE North 67 degrees 31 minutes West, 662.96 feet along the northerly line of lands of Brucher (See Liber 726 of deeds at page 627) to a point in the center of traveled way of Hurd Road - Town Road No. 48;

THENCE the following courses and distances along the center of traveled way of Hurd Road;

- a. North 5 degrees 59 minutes East, 107.63 feet;
- b. North 10 degrees 36 minutes East, 403.97 feet;
- c. North 10 degrees 04 minutes East, 486.82 feet;
- d. North 10 degrees 58 minutes East, 451.71 feet;
- e. North 10 degrees 40 minutes East, 624.83 feet;
- f. North 10 degrees 46 minutes East, 224.20 feet to a point in the center of said roadway at its intersection with the center of traveled way of West Shore Road-Town Road No. 86;

THENCE the following courses and distances along the center of traveled way of Town Road No. 86;

- a. South 49 degrees 57 minutes East, 90.30 feet;
- b. South 47 degrees 25 minutes East, 88.74 feet;
- c. South 45 degrees 45 minutes East, 335.06 feet;
- d. South 46 degrees 17 minutes East, 310.31 feet;
- e. South 47 degrees 26 minutes East, 194.72 feet to the point or place of BEGINNING.

21-1-1.3

SCHEDULE

A

PARCEL 2  
Tax Lot 4.1

22.46 Acre Nicosia Parcel at the intersection of Hurd and West Shore Roads, Town of Bethel

ALL that tract or parcel of land situate in the Town of Bethel, County of Sullivan, and State of New York, intended to be all of the premises described in a deed to County Hill Farms Inc., and recorded in the Sullivan County Clerk's Office in Liber of Deeds 1140 at Page 312, more particularly bounded and described as follows:

BEGINNING at a point in the approximate center of travelled way of West Shore Road (Town Road Number 66) at the point of intersection of said center of travelled way with the center of travelled way of Hurd Road (Town Road Number 48) and running thence from said point of beginning along the center of travelled way of said Hurd Road, North 10 degrees 50 minutes East 258.88 feet, North 4 degrees 54 minutes East 96.40 feet, North 08 degrees 57 minutes West 70.28 feet, North 19 degrees 53 minutes West 67.72 feet, and North 28 degrees 48 minutes West 32.33 feet to a point, thence running along the southerly bounds of lands of Teitelbaum (Deed Liber 911 at Page 29) being the southerly bounds of a 33 foot wide right of way to lands now or formerly of Bruno, et. al. (Deed Liber 533 at Page 312) South 75 degrees 55 minutes East 177.94 feet to a point on the southerly bounds of said lands of Bruno; thence running along the southerly bounds of said lands of Bruno, South 51 degrees 59 minutes East 112.03 feet to an iron pin at the most southerly corner of said lands of Bruno, et. al.; thence running along the easterly bounds of said lands of Bruno, et. al., running to and into the waters of Filippini's Pond, North 37 degrees 44 minutes East 330.00 feet to a point in the waters of said Pond; thence running through the waters of said pond most of the way, North 65 degrees 29 minutes West 135.10 along the northerly bounds of said lands of Bruno, et. al.; thence running along the easterly bounds of said lands of Bruno, et. al.; thence running to and through the waters of said Filippini's Pond, North 37 degrees 15 minutes East 397.00 feet to a point in the waters of said Pond on the southerly bounds of lands of Dubrovsky and Dollinger (Deed Liber 128) at Page 309; thence running through the waters of said Pond most of the way, running along the southerly bounds of said lands of Dubrovsky and Dollinger, South 65 degrees 29 minutes East 406.84 feet to a point near the easterly shore of said Pond on the westerly bounds of lands now or formerly of Sorentino (Deed Liber 996 at Page 172); thence running generally along a wire fence most of the way, running along the westerly bounds of said lands of Sorentino, South 14 degrees 47 minutes West 919.35 feet to a point at the northerly end of a section of stone wall, thence running along said stone wall, and along the westerly bounds of said lands of Sorentino, South 13 degrees 55 minutes West 116.86 feet and South 16 degrees 55 minutes West 110.68 feet to a point at the southerly end of said stone wall, thence running along the westerly bounds of said lands of Sorentino, running to and along the westerly bounds of lands of Starr (Deed Liber 814 at Page 1094) South 14 degrees 28 minutes West 414.06 feet to a point in the approximate center of travelled way of said West Shore Road; thence running along the approximate center of travelled way of said West Shore Road, North 48 degrees 35 minutes West 46.71 feet, North 47 degrees 29 minutes West 455.13 feet, North 46 degrees 28 minutes West 340.81 feet, and North 49 degrees 31 minutes West 181.52 feet, to the point or place of beginning, containing 22.46 Acres of land to be the same more or less.

21-1-41

**PARCEL I**

Section 21  
Block 1  
Lot 8  
Town of Bethel  
County of Sullivan

ALL that certain plot, piece or parcel of land lying and being in the Town of Bethel, County of Sullivan, State of New York, being and shown on the Town of Bethel Tax Map as Section 21, Block 1, Lot 8.

Being the same premises conveyed to Midtown Rod & Gun Club, Inc. by Anne Tanofsky, Ellen Tanofsky, and Paul Tanofsky by deed dated October 9, 1996, recorded October 29, 1996, at Liber 1906, Page 0372 in the office of the Clerk of the County of Sullivan.

Being the same premises conveyed to Gerry Foundation, Inc. by Midtown Rod & Gun Club, Inc. by deed

**PARCEL II**

Section 21  
Block 1  
Lot 5.1  
Town of Bethel  
County of Sullivan

ALL that certain plot, piece or parcel of land lying and being in the Town of Bethel, County of Sullivan, State of New York, being and shown on the Town of Bethel Tax Map as Section 21, Block 1, Lot 5.1.

Being the same premises conveyed to Midtown Rod & Gun Club, Inc. by Anne Tanofsky, Ellen Tanofsky, and Paul Tanofsky by deed dated October 9, 1996, recorded October 29, 1996, at Liber 1906, Page 0374 in the office of the Clerk of the County of Sullivan.

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Parcels 1 and 2 being the same premises conveyed to Gerry Foundation, Inc. by Midtown Rod & Gun Club, Inc. by deed dated October 31, 2001 recorded January 4, 2002, at Liber 2355, Page 029 in the office of the Clerk of the County of Sullivan.

SCHEDULE  
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ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Bethel, County of Sullivan and State of New York, being the premises described in a deed in Liber 789 cp 120, being a portion of Lot No. 44, of the second North Division of Great Lot No. 16 of the Hardenburgh Patent, being more particularly bounded and described as follows:

BEGINNING at an iron pin set at the end of a stone wall on the northerly bounds of New York State Route 17B at the most westerly corner of lands of Van Tyle (Deed in Liber 793 cp 101);

RUNNING THENCE North 21 degrees 54 minutes East, 499.48 feet along said stone wall evidencing the northwesterly bounds of said lands of Van Tyle to an iron pin set at the most northerly corner thereof;

THENCE South 61 degrees 52 minutes East, 586.00 feet along a wire fence evidencing the northeasterly bounds of said lands of Van Tyle to an iron pin set in a stone wall at the most easterly corner of said lands of Van Tyle on the westerly bounds of lands of Tanofsky (Deed in Liber 440 cp 544);

THENCE North 17 degrees 40 minutes East, 2,294.80 feet along a stone wall and wire fence and along the westerly bounds of said lands described in Deed in Liber 440 cp 544 to and along the westerly bounds of lands of Tanofsky (Deed in Liber 705 cp 676) to an iron pin set thereon at the most southerly corner of lands of Star Path Farm, Inc. (Deed in Liber 752 cp 548);

THENCE North 68 degrees 51 minutes West, 1,353.14 feet along a stone wall and wire fence evidencing the southwesterly bounds of said lands of Star Path Farm, Inc. to an iron pin set at the most westerly corner thereof on the easterly bounds of lands of Rossal (Deed in Liber 190 cp 95);

THENCE South 17 degrees 14 minutes West, 2,582.70 feet along the easterly bounds of said lands of Rossal and generally along a wire fence to a highway monument found on the northerly bounds of said New York State Route 17B (Deed in Liber 726 cp 1085 - Parcel No. 285);



SCHEDULE  
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THENCE 58 degrees 54 minutes East, 357.69 feet and South 56 degrees 48 minutes East, 384.44 feet along the northerly bounds of said New York State Route 17B to the point or place of BEGINNING.

Containing 76.22 acres of land to be the same more or less.

SUBJECT to any easements of record and rights of way for public utilities.

BEARINGS are as the magnetic needle pointed in April of 1976.

The foregoing description of premises was prepared as per survey of John W. Galligan, dated December 7, 1982.

Together with all right, title and interest of, in and to any streets and roads abutting the above described premises, to the center line thereof.

BEING the same premises described in a deed dated March 12, 1973 from Philip Huncik, unmarried, individually and as co-executor of the Last Will and Testament of Philip F. Huncik, deceased; Mildred Lynch, Individually and as co-executor under the Last Will and Testament of Philip F. Huncik, deceased, and James Lynch, her husband; Howard Huncik, unmarried; Catherine Herman and William Herman, her husband to Gustave H. Sheldon and recorded on June 26, 1973 in the office of the Sullivan County Clerk.

BEING the same premises described in a deed dated December 17, 1982 from Gustave H. Sheldon and Catherine Rossi Sheldon, his wife to Florence Pellegrino and recorded in the Sullivan County Clerk's Office on December 17, 1982 in Liber 1066 of Deeds at Page 303.

BEING the same premises described in a deed dated September 1, 1995 from Florence Pellegrino to Janet Atria and recorded in the Sullivan County Clerk's Office on September 12, 1995 in Liber 1828 cp 509.

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SCHEDULE

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Legal Description of "House Parcel"

All those tracts or parcels of land situated in the Town of Bethel, County of Sullivan and State of New York bounded and described as follows:

Parcel 1. Being a portion of the premises described in a deed from Arthur Arsenuck (also known as Arthur Arsonuck) and Mary Arsenuck (also known as Mary Arsenuck) individually and as husband and wife, to Royden Charles Gabriel recorded in Liber 398, Page 469 and more particularly described as follows:

BEGINNING at a point on the northerly side of North White Lake-Kenoza Lake Highway, sometimes also known as the West Shore Road, at a point where the westerly line of the premises now or formerly of Royden C. Gabriel and Dolores Gabriel is intersected by the premises formerly owned by the Board of Education of Union Free School District No. 6;

RUNNING THENCE along the center of the said White Lake-Kenoza Lake Highway, sometimes also known as West Shore Road, in a generally easterly direction for a distance of 67 ½ feet to a point in the center of the said road;

THENCE RUNNING in a generally northerly direction for a distance 115 feet to a point;

THENCE RUNNING in a generally westerly direction on a line parallel to the first mentioned line herein for a distance of 150 feet to a point on the westerly line of lands now or -formerly of Royden C. Gabriel and Dolores Gabriel;

THENCE RUNNING in a generally southerly direction along the westerly line of the lands now or formerly of Royden C. Gabriel and Dolores Gabriel a distance of 49 feet to a point;

THENCE RUNNING in a generally easterly direction a distance of 82 ½ feet to a point;

THENCE RUNNING in a generally southerly direction a distance of 66 feet to the point or place of BEGINNING.

Being the same premises conveyed to Catherine Zielinski by deed recorded in Liber 619 Page 50.

Parcel 2. All that certain piece of land on the west side of Lot #7 Subdivision 49 Great Lot #1, Hardenburgh Patent, bounded as follows:

22-1-3

22-1-4

22-1-64

SCHEDULE

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On the West side by lands now or formerly of Moses Williams, on the South by the road leading from the Hurd Settlement Road to the White Lake on the East, and North by said Lot No. 7, said piece of land is 5 rods front and 4 deep containing 1/8th of an acre of land.

Being the same premise as conveyed to Catherine Zielinski by deed recorded in Liber 619 Page 52.

WHICH SAID PARCELS 1 AND 2 TAKEN TOGETHER ARE DESCRIBED IN ACCORDANCE WITH A SURVEY BY LAWRENCE I. OESTRICH, L.S. IN SEPTEMBER 1999 AS FOLLOWS:

All that certain lot or parcel of land situate in the Town of Bethel, County of Sullivan, State of New York described as follows:

BEGINNING at a point in the approximate center of West Shore Road (Town Highway #86) at the northeasterly corner of the second parcel described in a deed to Gabriel Dairy Farm, Inc. (Liber 1081 Page 198);

THENCE along the westerly bounds of lands described by Liber of Deeds 619, Page 50 and 52 and along lands now or formerly of Iodice North  $17^{\circ} 55' 51''$  East through an iron pin set off the side of said road 139.75 feet to a spike set;

THENCE along the bounds of the lands described by Liber of Deeds 619, Page 52 now the lands of Gabriel Dairy Farm, Inc. South  $72^{\circ} 2' 14''$  east 150 feet to a spike set;

THENCE south  $17^{\circ} 55' 51''$  West through a spike set off the side of West Shore Road 139.75 feet to a point in the aforesaid center of same;

THENCE along the said center of the road North  $72^{\circ} 02' 14''$  West 150 feet to the point of BEGINNING.

CONTAINING 0.48 acres of land to be the same more or less.

SCHEDULE  
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**Parcel 3**

ALL that lot or parcel of land situate in the Town of Bethel, County of Sullivan and State of New York, being known as that part of Farm Lot 6 lying south of the center line of West Shore Road and all of Farm Lot 7 of Division Lot 49 in Great Lot 1 of the Hardenburgh Patent and being more particularly described as follows:

**BEGINNING** at an iron pin found at the intersection of stone walls at the common northerly corner of lands of Gabriel Dairy Farm, Inc. (Liber 1081, page 198) and Moriano (Liber 1359, page 355) in the southerly bounds of land N/F of Reinshagen (Liber 1389, page 499);

**THENCE** along the said Moriano Lands, the common bounds of Farm Lots 7 and 8, South 19 degrees 20 minutes 04 seconds West, passing through iron pins found off the sides of West Shore Road (Town Highway No. 86) 3463.48 feet to an iron pin found;

**THENCE** still along the said Moriano lands most of the way, the common bounds of Great Lots 1 and 16, North 66 degrees 44 minutes 55 seconds West 1344.13 feet to an iron pin set at the common southerly corner of Farm Lots 6 and 7;

**THENCE** Still along the said Great Lot line North 66 degrees 24 minutes 53 seconds West 1375.86 feet to an iron pin found at the common corner of Farm Lot 6, lands N/F of Hoheusle and Lands N/F Cacciolo;

**THENCE** along the easterly bounds of Gelish Realty, LLC (Liber 1974, page 427), North 17 degrees 40 minutes 44 seconds East, through an iron pin found off the side of West Shore Road 1898.74 feet to a point in the center of the same as per Liber of Deeds 1074, page 342.

**THENCE** to and along the approximate existing center of said Road the following twelve (12) courses;

- 1) South 47 degrees 21 minutes 15 seconds East 196.60 feet;
- 2) South 49 degrees 54 minutes 56 seconds East 297.94 feet;
- 3) South 40 degrees 51 minutes 50 seconds East 59.42 feet;
- 4) South 32 degrees 32 minutes 57 seconds East 130.03 feet;;
- 5) South 35 degrees 57 minutes 32 seconds East 85.20 feet;
- 6) South 39 degrees 09 minutes 33 seconds East 72.75 feet;

SCHEDULE  
A

- 7) South 48 degrees 31 minutes 21 seconds East 61.69 feet;
- 8) South 60 degrees 41 minutes 34 seconds East 88.34 feet;
- 9) South 67 degrees 34 minutes 33 seconds East 66.63 feet;
- 10) South 68 degrees 39 minutes 55 seconds East 122.26 feet;
- 11) South 72 degrees 57 minutes 06 seconds East 310.35 feet and;
- 12) South 72 degrees 02 minutes 14 seconds East 150 feet to a point;

THENCE along the bounds of land formerly of Zielinski (Liber 619 page 52) through a spike set off the side of said Road North 17 degrees 55 minutes 51 seconds East 139.75 feet to a spike set and North 72 degrees 02 minutes 14 seconds West 150.00 feet to a spike set;

THENCE along the easterly bounds of Iodice (Liber 979, page 49), the common bounds of Farm Lots 6 and 7 to, along and near an old stone row, North 17 degrees 55 minutes 51 seconds East 1814.01 feet to an iron pipe found;

THENCE along the bounds of the said Iodice lands South 63 degrees 32 minutes 17 seconds East 510.46 feet to an iron pipe found;

THENCE along the bounds of the aforesaid Reinshagen lands, South 64 degrees 12 minutes 01 second East 927.10 feet to the place of BEGINNING.

CONTAINING 163.11 acres of land to be the same more or less as surveyed by Lawrence I. Oestrich, L.S. in September, 1999.

BEING all of the premises conveyed by two deeds, one from Arthur Arsenuck (Also known as Arthur Arsonuck) and Mary Arsenuck (also known as Mary Arsonuck) to Royden Charles Gabriel dated October 25, 1946 recorded in Liber 398 page 469, and the other a deed from Arthur Arsenuck (as surviving tenant by the entirety) to Royden Charles Gabriel dated December 1, 1964 recorded in Liber 688 page 140, less and except those two parcels conveyed by Royden Charles Gabriel to Katherine Zielinski by deeds recorded in Liber 619 page 50, and Liber 619 page 52.

SUBJECT to and/or excepting from the above described premises, all that land now used or previously conveyed for public highway purposes.

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THAT TRACT OR PARCEL OF LAND, situate in the town of Bethel, County of Sullivan and State of New York, which in a deed from John K. Beekman to Sarah Ann Crawford, (one of the grantors) and Mary W. Colwell, dated Dec. 17, 1839, is described as follows: "In the second north division of Great Lot sixteen and known as Lot No. forty-one in the Hardenburgh Patent, the said lot 41 is bounded as follows: Beginning at the north west corner of said Lot forty-one, on the division line between Great Lots 17 and 16 thence south seventy-nine degrees east, fifteen chains to a stake and stones marked J.G.--J.K.B. thence south ten degrees forty-five minutes west fifty chains to a stake and stones marked J.G. -J.K.B. thence north seventy-nine degrees west fifteen chains to a cherry sapling on the division line between great Lots 17 and 16, thence along said line, north ten degrees forty-five minutes east, fifty chains to the place of beginning, containing seventy-five acres of land, more or less.

Being the same premises conveyed by Johathan S. Crawford and wife to James H. Colwell by deed dated April 6, 1858, and recorded in the office of Clerk of Sullivan County in Liber No. 39 of Deeds at page 591, and by said James H. Colwell and wife, conveyed to John J. Colwell by deed dated December 12th, 1903, and recorded in said Clerk's Office, Liber of Deeds No. 137 at page 457.

The parties of the first part also grant and convey unto the party of the second part, all that other piece and parcel of land situate, lying and being in the town, County and State aforesaid, known as Lot 40 in the second North Division of Great Lot 16 Hardenburgh Patent, Beginning at the southwest corner thereof a stake and stones standing in the southeast corner of said Colwell's field and runs thence S. 78 degrees E. 19.65 chains to a large hemlock tree blazed on four sides standing on the North west shore of chestnut Ridge Pond, then N. 13½ degrees E. 50.67 chains to a birch tree cornered and marked standing in a laurel swamp, then N. 76½ degrees W. 20 chains to stones at the North end of a stone wall, then S. 13½ degrees W. 50.67 chains to the place of beginning, containing one hundred and 42/100 acres of land, more or less, reserving from said land all the Mines and Minerals and the right to search for and mine the same as the same was reserved in a deed from Finlay to Brodheads. Excepting therefrom all lands now used for highways from all premises herein conveyed.

Being the same premises conveyed by Roderick Morison and wife to said James H. Colwell, Deed dated January 29th, 1881, and recorded in Sullivan County Clerk's Office in Liber No. 97 of Deeds at page 568; and by James H. Colwell and wife conveyed to John J. Colwell, deed dated November 10th, 1897, and recorded in said Clerk's Office in Liber No. 130 of Deeds at page 160, excepting that part thereof used for highways.

Being the same premises conveyed to Harvey H. Neill by George H. Co. well and others, by d dated February 15, 1919 and recorded in the Sullivan County Clerk's Office on March 3rd, 1919 in Liber 194 of Deeds at page 329.

Being the same premises described in a deed from Harvey H. Neill and Alice E. Neill, his wife, to William T. Neill, of his undivided one-half interest, dated August 10th, 1927 and recorded in the Sullivan County Clerk's Office in Liber 254 of Deeds at page 166 on the 10th day of August, 1927.

Excepting and reserving therefrom a right of way granted to the New York State Electric and Gas Corporation dated April 9th, 1937 and recorded in the Sullivan County Clerk's Office in Liber 320 of Deeds at page 40 on the 23rd day of August, 1937.

Excepting and reserving therefrom a parcel of land conveyed to Mary E. Bassney by William T. Neill and Isabelle E. Neill, his wife, dated March 17, 1941 and recorded in the Sullivan County Clerk's Office in Liber 345 of Deeds at page 586 on the 25th. day of March, 1941.

Being the same premises described in a certain deed made and executed by William T. Neill to William T. Neill and Isabelle Neill, his wife, as tenants by the entirety, which deed is dated November 29, 1949, and recorded in the Sullivan County Clerks' Office on November 30, 1949, in Liber 436 of Deeds, at page 21.

Being the same premises described in a certain deed dated August 14, 1959, from William Neill and Isabelle Neill, his wife, to Feodor I. Popoff and Marie Popoff, his wife, which deed was recorded in the Sullivan County Clerk's Office on September 22, 1959 in Liber 588 of Deeds at page 118.

EXCEPTING FROM THE AFOREDESCRIBED PREMISES THE FOLLOWING COVEYANCES:

Deed from Feodor I. Popoff and Marie Popoff, his wife, to Julius J. Casino, Joseph A. Minero, Leon J. Barbeito and John F. Nemeth Sr. dated March 31, 1973 and recorded in the Sullivan County Clerk's Office on April 3, 1973 in Liber 778, at page 1111;

Deed from Feodor I. Popoff and Marie Popoff, his wife, to Frank Macaluso and Mary Macaluso, and Carl Salzarulo, dated December 4, 1974, and recorded in the Sullivan County Clerk's Office in Liber 802 of Deeds at page 17;

Deed from Feodor I. Popoff and Marie Popoff, to Carmine Mazzeo, Elio Martino, Silvio Di Lorenzo and Esterino Mazzeo, dated September 24, 1975 and recorded in the Sullivan County Clerk's Office on September 24, 1975, in Liber 810 of Deeds at page 313;

Deed from Feodor I. Popoff and Marie Popoff, his wife, to Frank Macaluso and Mary Macaluso, and Carl Salzarulo, dated September 24, 1975, and recorded in the Sullivan County Clerk's Office on September 24, 1975 in Liber 810 of Deeds at page 323;

Deed from Feodor Popoff and Marie Popoff, his wife, to Jane M. Wall, dated October 3, 1983, and recorded in the Sullivan County Clerk's Office on October 4, 1983 in Liber 1096 of Deeds at page 343.

THE GRANTOR/<sup>herein</sup> reserves a life tenancy in a portion of the premises, described herein on Schedule A, and as shown on the survey map of George H. Fulton, which includes the residence, garage and equipment shed. During the term of the life tenancy, the grantor shall have the exclusive possession of the premises described on Schedule A. together with the improvements thereon, with the exception of the well, which is shared with the tenant bungalow and the barn. The life tenant shall be entitled to a sufficient water supply from the well for the use of a one family residence, which use shall be of first priority. In the event that repair shall be necessary for the pump or well, the cost shall be shared 50% by the life tenant and 50% by the purchaser.

The life tenant shall be responsible for minor repair and maintenance of the residence together with its costs of heat and utilities. The existing electric meter services the premises of the life tenancy as well as improvements to be utilized by the grantee or its tenants. Unless separate meters are installed, the electric service shall be apportioned to the various users in proportion to their estimated usage.

The grantee shall be responsible for all property taxes and major or structural repairs and maintenance of the residence.

Each party shall be responsible for insuring their respective interests in the premises during the life tenancy. The life tenant may terminate the tenancy by giving written notice to the grantee at the address set forth in the Deed or such other address as she shall be notified of in writing.

SCHEDULE

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THE Grantor shall maintain a minimum of \$300,000.00 limit liability insurance on the premises in which the life tenancy is retained, and shall name the Grantee, its successors or assigns as an additional insured and shall have no claim against the Grantee, its successor or assigns, for personal injury or damages resulting from acts of the life tenant, her family or guests on the premises in which the life tenancy is retained.

The life tenancy shall be for the use of Maria Popoff, a/k/a Marie Popoff, her immediate family and their guests. If guests are to be present in the absence of Maria Popoff a/k/a Marie Popoff, or her family, the grantee will be notified as to the names of the guests and the period of their authorized presence on the premises.

There shall be no commercial use or renting out of all or any portion of the premises in which the life tenancy is retained.

The Grantor represents that there have been no exercise of the rights to mines and minerals reserved in a deed from Finlay to Brodheads, as described in a deed from Neill to Popoff, dated August 14, 1959, recorded in the Sullivan County Clerk's Office in Liber 588 at page 118, and that no one has ever requested the right to mine the land, use mines from the land, or search for same during her entire period of ownership and there has been no exercise of any of the rights set forth in two certain Oil and Gas Leases, one to Gulf Oil Corporation, and one to Atlantic Richfield, set forth in Liber 879 at page 95 and Liber 1028 at page 254.

The intention of the Grantor is to convey everything she owns in the immediate area south of Route 17B and east of Pucky Huddle Road and bounded on the east by lands of the State of New York.

FEODOR I. POPOFF, died on March 21, 1997, in Peoria, Maricopa County, State of Arizona, a resident of the Town of Bethel, Sullivan County, New York.

THE PARTY OF THE SECOND PART HAS CAUSED A SURVEY OF THE AFORE-DESCRIBED PREMISES TO BE MADE, AND ITS SURVEYORS DESCRIPTION IS ATTACHED HERETO AS SCHEDULE B. THE PREMISES in which the life estate is reserved is included within the description attached as Schedule "B", and is described on Schedule "A", for information purposes only.



1.35 ACRE PARCEL

SCHEDULE  
A

LIFE ESTATE PARCEL  
SEE MAP NO:BE-25-1-20.1

All that tract or parcel of land situate in the Town of Bethel, County of Sullivan, State of New York being a portion of Great Lot No. 16 of the Hardenburgh Patent, bounded and described as follows: Beginning at a point in the center of traveled way of Pucky Huddle Road--Town Road No. 70, said point of beginning being North 18°-43' East 1090.94 feet and North 19°-57' East 300.76 feet as measured along the west bounds of the above described 132.11 acre parcel from a point at the southwest corner of same, and running thence from said place of beginning North 19°-42' East 146.97 feet and North 20°-27' East 46.66 feet passing along the center of traveled way of said road to a point; thence leaving said road and running South 75°-21' East 306.03 feet passing thru an iron pin set on the east side of said road (situate on the east side of a large maple tree) to an iron pin set; thence South 18°-47' West 189.94 feet to an iron pin set; thence North 75°-59' West 309.99 feet to the point or place of beginning containing 1.35 acres of land.

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

The above described 1.35 acre parcel being subject to the following:

1. The right to take water from the well and well house and the right to maintain, repair and replace any and all water supply equipment and lines which now lead to the barn situate south of the 1.35 acre parcel, and to the house situate north of the above described 1.35 acre parcel, said rights to run with the land.
2. The right to maintain the private utility lines crossing the above described 1.35 acre parcel together with the right to extend said lines,

SCHEDULE "A"

IS INCLUDED WITHIN THE 132.11  
ACRE PARCEL DESCRIBED IN  
SCHEDULE "B"

SCHEDULE

132.11 ACRE PARCEL DESCRIPTION  
SEE MAP NO: BE-25-1-20.1

All that tract or parcel of land situate in the Town of Bethel, County of Sullivan, State of New York being in Great Lot No. 16 of the Hardenburgh Patent, bounded and described as follows:

Beginning at a point on the line between Great Lots 16 and 17, said point being within the traveled way of Pucky Huddle Road-Town Road No. 70, said point of beginning being on a projection of the north line of lands of Martino (See Liber 1059 of Deeds at Page 3) and running thence from said place of beginning North 18°-43' East 1090.94 feet passing along the line between Great Lots 16 and 17, said course passing within the traveled way of said road, to a point in the traveled way of same; thence North 19°-57' East 300.76 feet passing within said traveled way to a point in the center of traveled way of same; thence the following courses and distances along the center of traveled way of said road:

North 19°-42' East 146.97 feet;

North 20°-27' East 121.22 feet;

North 19°-08' East 187.53 feet;

North 18°-39' East 127.33 feet;

North 17°-24' East 160.32 feet;

North 17°-16' East 252.72 feet; and

North 17°-45' East 186.43 feet to a point in the center of traveled way of said road on the south line of lands of Rossal (See Liber 953 of Deeds at Page 45); thence leaving said road and running South 71°-13' East 1185.47 feet passing along the south line of said Rossal parcel

SCHEDULE "B"

SCHEDULE  
A

132.11 ACRE PARCEL-PAGE 2

to a point in the center of traveled way of Town Road No. 111, also known as Old Route 17B; thence the following courses and distances along the center of traveled way of said Town Road No. 111:

- South 24°-11' East 49.13 feet;
- South 33°-19' East 45.16 feet;
- South 41°-49' East 51.76 feet;
- South 52°-15' East 48.78 feet;
- South 63°-26' East 62.92 feet;
- South 75°-23' East 63.65 feet;
- South 84°-30' East 58.65 feet;
- South 88°-36' East 27.57 feet; and

North 85°-00' East 16.93 feet to a point in the center of traveled way of said road; thence leaving said road and running South 5°-00' East 30.00 feet to a point on the bounds of said road at the northwest corner of lands of Stephenson (See Land Record Liber 1862 at Page 287 and Liber 660 of Deeds at Page 447); thence South 59°-52' East 233.00 feet passing along the southerly line of said Stephenson parcel to a point at the southeast corner of same; thence North 10°-05' East 155.46 feet passing along the east line of said Stephenson parcel to a point on the south bounds of lands of said Rossal; said point being near the southerly edge of traveled way of said Town Road No. 111; thence leaving said road and running South 71°-13' East 476.06 feet passing along the south line of said Rossal parcel to a point on the west line of lands of The People of The State of New York (See Liber 673 of Deeds

SCHEDULE

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132.11 ACRE PARCEL-PAGE 3

at Page 456); thence South 18°-41' West 3365.41 feet passing along said west line to an iron pin found on the north side of Chestnut Ridge Lake; thence North 71°-26' West 12.00 feet continuing along lands of The People of The State of New York as described in Liber 674 of Deeds at Page 432 to a point at the southeast corner of lands of Scarcello (See Liber 1227 of Deeds at Page 13); thence North 18°-41' East 800.00 feet passing along the east bounds of lands of said Scarcello, the east line of Ghezzi (See Land Record Liber 1603 at Page 156), the east line of E. Mazzeo (See Liber 810 of Deeds at Page 315), and the east line of lands of Di Lorenzo (See Liber 1059 of Deeds at Page 5), said course passing along the west bounds of a 12 foot wide right of way, to an iron pin set at the northeast corner of lands of said Di Lorenzo; thence North 71°-26' West 2253.54 feet passing along the north line of said Di Lorenzo parcel to and along the north line of lands of said Martino to the point or place of beginning containing 132.11 acres of land.

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

Also granting all the right, title and interest of the grantors herein in and to a 50 foot wide right of way extending from Pucky Huddle Road easterly, the center of said right of way being the common line between lands of De Maio & others (See Liber 1051 of Deeds at Page 229) and said E. Mazzeo on the north and Macaluso (See Land Record Liber 1705 at Page 241), Salzarulo (See Liber 802 of Deeds at Page 302) and said Ghezzi on

SCHEDULE

132.11 ACRE PARCEL-PAGE 4

the south, said right of way extending easterly to the 12 foot wide strip of land above described, said right of way having been reserved by the grantors herein in Liber 802 of Deeds at Page 17 and Liber 810 of Deeds at Page 313.

The above described 132.11 acre parcel being subject to a 12 foot wide right of way extending along the entire easterly line of lands of said Di Lorenzo, E. Mazzeo, Ghezzi and Scarcello.

Also granting all the right, title and interest of the grantors herein in and to the land, if any, owned by them lying westerly of the traveled way of said Pucky Huddle Road and extending westerly to the line between Great Lots 16 and 17.

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ALL that certain piece or parcel of land, lying in the Town of Bethel, County of Sullivan, and State of New York, and being the west half of Lot No. Thirty seven in the second north division of Great Lot No. Sixteen of the Hardenburgh Patent and bounded as follows:

Commencing at a black ash stake on the south line of said lot, being the southeast corner and running from thence north eighty degrees west eight chains fifty links to a hemlock stake twelve links southwesterly from a crotched soft maple marked 19, 20, 37, 38; thence north eleven degrees east forty-four (44) chains sixty (60) links to the centre of the Newburgh & Cohecton turnpike road; thence along said road south sixty-nine (69) degrees east eight chains sixty-five links; thence south ten degrees west forty-two chains ninety links to the place of beginning, containing thirty-seven and two-tenths acres of land more or less.

Also that other piece of land adjoining the above on the west line and being a part of lot No. Thirty-eight in the same division of said Great Lot Sixteen commencing at the centre of the Newburgh & Cohecton turnpike road on the line between lots No. thirty-seven and thirty-eight and runs from thence along said line South eleven degrees west to a line run by Jonas Gregory, surveyor between lands of John K. Beekman and Thomas C. Horton; thence along said line westerly three chains and sixty links; thence north ten degrees east to the center of the Newburgh and Cohecton turnpike road; thence along said turnpike south sixty-nine degrees east three chains sixty links to the place of beginning containing twelve acres of land more or less.

Also that other piece or parcel of land adjoining the first described lot on the east and being a part of the east half of Lot No. Thirty-seven in the same division of Great Lot Sixteen Hardenburgh Patent commencing at the centre of the Newburgh and Cohecton turnpike road at a point opposite the end of a stone wall a few rods on the east side of the house occupied by Lydia A. Hendrickson and running from thence along said wall south eleven degrees west (except when said wall passes around a spring on the land of George O. Fraser) thence along the said stone wall south of said spring to a point east of a large yellow birch tree on the east side of a small brook thence south forty-two degrees west until it intersects the line between the East and West half of said Lot No. Thirty-seven; thence north eleven degrees east to the centre of the Newburgh and Cohecton turnpike road; thence along said turnpike road to the place of beginning containing five acres of land more or less.

Being the same premises described in a deed from Delancy C. Miller and Jennie Miller to Floyd Gabriel and Dorothy Gabriel, dated the 29th day of July, 1932, and recorded in the Sullivan County Clerk's Office in Liber 287 of Deeds at page 422 on the 15th day of August, 1932.

Excepting and reserving therefrom, all that piece or parcel of land, situate in the Town of Bethel, County of Sullivan and State of New York, being part of Lot No. 37 in Great Lot No. 16 of the Hardenburgh Patent and a part of the five acre lot conveyed to Floyd Gabriel and Dorothy B. Gabriel, his wife, by DeLancy C. Miller and Jennie R. Miller, his wife, by deed dated July 29, 1932 and recorded in the Sullivan County Clerk's Office in Liber 287 of Deeds at page 422 and more particularly described as follows: Beginning at a point in the center of the State Road (Route 17B) being the northeast corner of the said five acre lot and running thence south 17 deg. 30 min. West along the easterly line of said five acre lot 478 feet; thence 64 deg. 23 min. West along the center of an old stone row 99.09 feet to a stake; thence north 17 deg. 30 min. East 483.4 feet to the center of the aforesaid state road; thence south 61 deg. 19 min. East 100 feet along the center of said road to the place of beginning, containing 1 and 1/10 acres of land more or less as surveyed October 13, 1932 by Charles Atwell, Jr.

(Friedman/26-1-3,1)

SCHEDULE  
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Also excepting and reserving therefrom all that tract, piece or parcel of land, situate in the Town of Bethel, County of Sullivan and State of New York, being part of Lot 37 in Great Lot 16 of the Hardenburgh Patent and a part of the five acre lot conveyed to Floyd Gabriel and Dorothy B. Gabriel, his wife, by DeLancey Miller and Jennie Miller, his wife, by deed dated July 29, 1932 and recorded in the Sullivan County Clerk's Office in Liber 287 of Deeds at page 422 and more particularly described as follows: Beginning at a point in the center of the State Road (17B) said point being North 61 deg. 19 min. West 100 feet from the northeast corner of the said five acre lot South 17 deg. 30 min. West 483.4 feet to the center of an old stone row; thence along the center of said stone row North 64 deg. 23 min. West 94 feet to a stake; thence North 25 deg. 28 min. East 486 feet to the center of the aforesaid State Road; thence southeasterly along the center of said road 27 feet to the place of beginning, containing 7/10 acres of land more or less as surveyed by Charles Atwell, Surveyor.

Being the same premises described in two deeds from Floyd Gabriel and Dorothy B. Gabriel to John S. H. Mott and Mary H. Mott, his wife, one dated the 15th day of October, 1932 and recorded in the Sullivan County Clerk's Office on the 19th day of October, 1932 in Liber 289 at page 123, and the other dated the 8th day of June, 1935 and recorded in the Sullivan County Clerk's Office on the 11th day of July, 1936 in Liber 311 of Deeds at page 133.

Being the same premises described in a deed from Floyd Gabriel and Dorothy B. Gabriel to Isaac Cohen and Daisy Cohen, his wife, dated January 29th, 1945 and recorded in the Sullivan County Clerk's Office in Liber 374 of Deeds at page 358 on January 29th, 1945.

Being the same premises described in a deed from Isaac Cohen and Daisy Cohen to Isaac Viente and Regina Viente, dated March 23rd, 1949 and recorded in the Sullivan County Clerk's Office in Liber 427 of Deeds at page 244 on March 24th, 1949.

Being the same premises described in a deed from Isaac Viente and Regina Viente, his wife, to Isaac Cohen and Daisy Cohen, his wife, dated February 25, 1953 and recorded in the Sullivan County Clerk's Office on February 25, 1953 in Liber 478 of Deeds at page 284.

The said Isaac Cohen died intestate on March 1, 1957, a resident of the Town of Bethel, Sullivan County, New York, leaving the grantor herein as his surviving tenant.

BEING and intended to be the same premises described in a deed dated November 29, 1958, from Daisy Samarel, formerly known as Daisy Cohen, to Leon Friedman and Rebecca Friedman, which deed was recorded in the office of the Clerk of the County of Sullivan in Liber 574 of Deeds at page 143. \*

Excepting therefrom conveyances of record.

\* Being the same premises described in a deed from Friedman to H. Roberst Corp. dated April 22, 1997, which deed was recorded in the office of the Clerk of the County of Sullivan in Liber 1939, at page 0108.

(4) 12-28-75-5-INT.

# Fulton Engineering & Surveying Co.

George H. Fulton

15 Main Street • P.O. Box 950  
Livingston Manor, New York 12758

LICENSED LAND SURVEYOR

## DESCRIPTION OF 18.18 ACRE PARCEL

See Surveyor's Map No: BE-26-1-5

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

Beginning at an iron pin set on the south bounds of the former Newburgh-Cochecton Turnpike, said point of beginning being on the south bounds of New York State Route 17B, said point of beginning being further described as North  $72^{\circ}-46'$  West 1.7 feet from a concrete highway monument found at the northwest corner of Parcel No. 300 as shown on Map No. 231 of the Fosterdale-Mongaup Valley State Highway No. 986, and running thence from said place of beginning South  $6^{\circ}-11'$  West 448.29 feet leaving said old turnpike bounds and passing along the west bounds of said Parcel No. 300 and passing to and along the west bounds of lands of Gsell (See Liber 891 of Deeds at Page 315), said course passing to and generally along a permanent drainage easement parcel for said highway designated as Parcel 301 on Map No. 231 to an iron pin set; thence North  $83^{\circ}-45'$  West 16.30 feet passing along the northerly boundary of a spring area to an iron pin set; thence continuing along the bounds of said spring area South  $1^{\circ}-37'$  East 15.68 feet to an iron pin set and North  $83^{\circ}-38'$  East 14.52 feet to an iron pin set; thence South  $6^{\circ}-11'$  West 573.96 feet passing to and generally along a stone row part of the way, said course passing along the west bounds of lands of Hofstee (See Liber 712 of Deeds at page 205) and passing along and partly within a drainage easement as monumented in error by others to an iron pin set; thence continuing along said west bounds South  $24^{\circ}-00'$  West 421.51 feet to an iron pin set; thence still along said west bounds South  $9^{\circ}-27'$  West 1355.01 feet to an iron pin found on the north bounds of lands of The People of the State of New York (See Liber 1025 of Deeds at Page 86); thence North  $84^{\circ}-09'$  West 228.58 feet passing along said north bounds to a point at the southeast corner of lands of the Gerry Foundation, Inc. as described in Land Record Liber 1978 at Page 105; thence North  $7^{\circ}-44'$  East 2403.54 feet passing along the east bounds of said Gerry Foundation to an iron pin found in the remains of a stone row; thence continuing along the boundary of said Gerry Foundation South  $78^{\circ}-07'$  East 130.13 feet to an iron pin set; thence still along said boundary North  $17^{\circ}-26'$  East 423.12 feet to a point on the south bounds of Parcel No. 296 as shown on Map No. 228 of said State Highway; thence South  $72^{\circ}-21'$  East 21.70 feet passing along the south line of said Parcel No. 296 to a point at the southeast corner of same; thence North  $17^{\circ}-14'$  East 16.00 feet passing along the east bounds of said Parcel No. 296 to a point on the south bounds of said old Newburgh-Cochecton Turnpike; thence South  $72^{\circ}-46'$  East 136.00 feet passing along the bounds of said Turnpike to the point or place of beginning containing 18.18 acres of land.

Subject to easements of record to public utilities.

Bearings are in accord with grid North NAD-83.

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# Fulton Engineering & Surveying Co.

George H. Fulton

15 Main Street • P.O. Box 950  
Livingston Manor, New York 12758

SCHEDULE A

LICENSED LAND SURVEYOR

## DESCRIPTION OF 18.18 ACRE PARCEL

See Surveyor's Map No: BE-26-1-5

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

Beginning at an iron pin set on the south bounds of the former Newburgh-Cochecton Turnpike, said point of beginning being on the south bounds of New York State Route 17B, said point of beginning being further described as North  $72^{\circ}-46'$  West 1.7 feet from a concrete highway monument found at the northwest corner of Parcel No. 300 as shown on Map No. 231 of the Fosterdale-Mongaup Valley State Highway No. 986, and running thence from said place of beginning South  $6^{\circ}-11'$  West 448.29 feet leaving said old turnpike bounds and passing along the west bounds of said Parcel No. 300 and passing to and along the west bounds of lands of Gsell (See Liber 891 of Deeds at Page 315), said course passing to and generally along a permanent drainage easement parcel for said highway designated as Parcel 301 on Map No. 231 to an iron pin set; thence North  $83^{\circ}-45'$  West 16.30 feet passing along the northerly boundary of a spring area to an iron pin set; thence continuing along the bounds of said spring area South  $1^{\circ}-37'$  East 15.68 feet to an iron pin set and North  $83^{\circ}-38'$  East 14.52 feet to an iron pin set; thence South  $6^{\circ}-11'$  West 573.96 feet passing to and generally along a stone row part of the way, said course passing along the west bounds of lands of Hofstee (See Liber 712 of Deeds at page 205) and passing along and partly within a drainage easement as monumented in error by others to an iron pin set; thence continuing along said west bounds South  $24^{\circ}-00'$  West 421.51 feet to an iron pin set; thence still along said west bounds South  $9^{\circ}-27'$  West 1355.01 feet to an iron pin found on the north bounds of lands of The People of the State of New York (See Liber 1025 of Deeds at Page 86); thence North  $84^{\circ}-09'$  West 228.58 feet passing along said north bounds to a point at the southeast corner of lands of the Gerry Foundation, Inc. as described in Land Record Liber 1978 at Page 105; thence North  $7^{\circ}-44'$  East 2403.54 feet passing along the east bounds of said Gerry Foundation to an iron pin found in the remains of a stone row; thence continuing along the boundary of said Gerry Foundation South  $78^{\circ}-07'$  East 130.13 feet to an iron pin set; thence still along said boundary North  $17^{\circ}-26'$  East 423.12 feet to a point on the south bounds of Parcel No. 296 as shown on Map No. 228 of said State Highway; thence South  $72^{\circ}-21'$  East 21.70 feet passing along the south line of said Parcel No. 296 to a point at the southeast corner of same; thence North  $17^{\circ}-14'$  East 16.00 feet passing along the east bounds of said Parcel No. 296 to a point on the south bounds of said old Newburgh-Cochecton Turnpike; thence South  $72^{\circ}-46'$  East 136.00 feet passing along the bounds of said Turnpike to the point or place of beginning containing 18.18 acres of land.

Subject to easements of record to public utilities.

Bearings are in accord with grid North NAD-83.

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**Schedule B**  
**DESCRIPTION OF THE EQUIPMENT**

All equipment, furniture, fixtures, machines, building materials and items of personal property and all appurtenances as the Company shall, at its election, from time to time, now or hereafter designate and identify in a separate writing to the Agency and on which the Agency abates sales tax, IF ANY (A) constructed, installed and equipped in and to the Facility located on the Land, said Project to be constructed, installed and equipped by the Company as agent of the Agency pursuant to this Lease Agreement and Leaseback to Company of even date herewith 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.