LEASEBACK TO COMPANY

THIS LEASEBACK TO COMPANY ("Leaseback Agreement"), made as of the 1st day of October, 2022 by and between the COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY ("Agency"), a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having its principal offices at 548 Broadway, Monticello, New York 12701 and NY LIBERTY II, LLC, a New York limited liability company, having its principal offices located at 140 East 45th Street, Suite 32B-1, New York, New York 10017 ("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, financing and leasing of the facility described below; and

WHEREAS, the Project (as hereinafter defined) shall be constructed on a portion of a 20.05-acre parcel of real estate located on Harris Road, Town of Liberty ("Town"), County of Sullivan ("County"), State and a portion of Town tax map Section 36, Block 1, Lot 121.3 ("Land"); and

WHEREAS, the Land is leased from Delaware River Solar Real Estate, LLC to the Company pursuant to a Lease Agreement, dated as of January 31, 2022 (the "Original Lease"); which was amended by that certain First Amendment, dated as of July 20, 2022 ("First Amendment"); and which was further amended by that Second Amendment, dated October 1, 2022 ("Second Amendment" and together with the Original Lease and the First Amendment, the "DRSRE Lease"); and

WHEREAS, on or about April 4, 2022, the Company presented an application to the Agency ("Application"), a copy of which is on file at the office of the Agency, requesting that the Agency consider undertaking a project consisting of the construction of an approximately 2MWac solar photovoltaic electricity generating facility that will be interconnected to the NYSEG electrical grid ("Project"). The Project is new construction and will be comprised of (a) racking to mount the solar modules (such racking generally to be pile driven into the ground); (b) solar modules; (c) inverters and transformers to sit on a concrete inverter pad and (d) assorted electrical components and wiring. The solar array will be constructed on the Land; and

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

WHEREAS, the development of the Project will further the State's goal of having fifty (50%) percent of the State's electricity generated from renewable sources by the year 2030, which is a goal of the New York Reforming the Energy Vision initiative enacted by the Public Service Commission in 2015; and

WHEREAS, the Company has agreed with the Agency, on behalf of the Agency and as the Agency's agent, to construct the Project in accordance with the plans presented to the Agency; and

WHEREAS, the Agency proposes to lease the Project to the Company and the Company desires to rent the Project from the Agency, upon the terms and conditions hereinafter set forth in this Leaseback Agreement subject to the terms of that certain Payment In Lieu of Tax Agreement, of even date herewith ("PILOT 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 Project, the Agency has the authority to take the actions contemplated herein under the Act.

(b) The Agency has been duly authorized to execute and deliver this Leaseback Agreement.

(c) The Agency will take or has taken a leasehold interest in the Project, will lease the Project to the Company pursuant to this Leaseback Agreement and designate the Company as its agent for purposes of constructing the Solar Array, all for the purpose of promoting the industry, health, welfare, convenience and prosperity of the inhabitants of the State and the County of Sullivan 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 the Solar Array and the related jobs resulting 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, 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 of the Project 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 Project and the operation thereof will conform with all applicable zoning, planning, building and environmental laws and regulations of governmental

authorities having jurisdiction over the Project, 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 pursuant to the Lease to Agency dated as of even date herewith (the "Lease Agreement") a leasehold interest in all those properties and assets contemplated by this Leaseback Agreement.

(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 Project will comply in all respects with all applicable 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 Project 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 Project or onto any other property, (iv) that no asbestos will be incorporated into or disposed of on the Project, (v) that no underground storage tanks will be located on the Project 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 has reasonable grounds to believe that Company may be in violation of any of the above, and if Company does not provide evidence to the contrary reasonably satisfactory to the Agency within twenty (20) days after notice thereof, the Company agrees to pay the third party expenses of the Agency incurred in order to determine whether such violation has occurred 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 Project to be listed with the New York 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 Project 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 ho 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 shall procure the equipment to be used for the construction of the Solar Array as agent of the Agency pursuant to the Agent and Project Agreement dated as of October 1, 2022 by and between the Company and the Agency ("Agent Agreement"). At the Company's request, the Agency shall convey the Solar Array to the Company pursuant to a bill of sale and the Company has or will lease to the Agency all of its interest in the Project. The Company agrees the Agency's interest in the Project 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 lien (other than any lien arising from the actions of the Agency) adversely affecting the Project and will pay all reasonable expenses incurred by the Agency in defending any action respecting any such lien adversely affecting the Project.

2.2. Construction of the Solar Array. The Company, as agent for the Agency, will construct the Solar Array. The Company hereby covenants and agrees to file when required 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.

2.3. Demise of Project. The Agency hereby transfers, leases and demises to the Company all its right, title and interest in the Project granted pursuant to that certain Lease to Agency, dated as of October 1, 2022 by and between the Company and the Agency, a copy of which is attached hereto as Exhibit A, whereby the Company granted to the Agency a leasehold interest in the Project as more particularly described in Schedule A hereto, including any buildings, structures or improvements thereon constituting the Project and the Company

hereby rents and leases the Project 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 Project or in the event of a breach of warranty or other liability with respect to any materials, workmanship, or performance, or guaranty, the Company at its expense, either separately or in conjunction with others, may pursue any and all remedies available to them and the Agency, as appropriate, against the contractor, subcontractor, manufacturer, supplier or other person so in default and against such surety for the performance of such contract. The Company in its own name or in the name of the Agency, may prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor, manufacturer, supplier or surety or other person which is reasonably necessary, and in such events the Agency, at the Company's expense, hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the Agency (including, but not limited to, reasonable attorney's 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 Project (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 on the earlier of (i) 11:59 P.M. on February 15, 2044, (ii) upon termination of the Lease Agreement, or (iii) on such earlier date as may be permitted by Section 8.1 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 Project 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 Project as hereinabove provided.

2.6. Rents and Other Consideration. The Company shall pay rent for the Project as follows:

(a) ONE and 00/100 ($1.00) DOLLAR upon execution of this Leaseback Agreement.

(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 third party expenses of the Agency and the members thereof incurred (i) by reason of the Agency's leasehold interest in the Project or its leasing of the Project 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 at the rate of twelve percent (12%) per annum.

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 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, (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 Project, or any defect in the design, operation, merchantability, fitness or condition of the Project or in the suitability of the Project for the Company's purposes and needs, or failure of consideration, destruction of or damage to the Project, commercial frustration of purpose, or the taking by condemnation of the use of all or any part of the Project, 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, 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 Project 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.

2.8 Subordination to the Mortgage. This Leaseback Agreement and all rights of the Agency hereunder, except for any rights of the Agency under Sections 3.3 and 3.7 of this Leaseback Agreement or the Unassigned Rights (as such term is defined in Section 6.1 of this

Leaseback Agreement), are and shall be subordinate to any lien or mortgage (the "Mortgage") by any financing party, if any, on the Project. The subordination of this Leaseback Agreement to the Mortgage shall be automatic, without the execution of any further subordination agreement by the Agency. Nonetheless, if the lender requires a further written subordination agreement, the Agency hereby agrees to execute, acknowledge and deliver the same.

ARTICLE III

MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE

3.1. Maintenance and Modifications of Project by the Company.

(a) The Company agrees that during the Lease Term it will (i) keep the Project in reasonably safe condition; (iii) use and maintain the Project in a sound manner consistent with prudent industry practices; and (iv) operate the Project 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, modifications or improvements to the Project or any addition, modifications or improvements to the Project or any part thereof which it may deem desirable for its business purposes and uses that do not substantially change the nature of the Project. All such structural additions, modifications or improvements so made by the Company shall become a part of the Project; provided, however, the Company shall not be qualified for a sales and use tax exemption 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 that 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 Project.

3.2. Installation of Additional Equipment. The Company from time to time may install additional equipment or other personal property in the Project (which may be attached or affixed to the Land), and such equipment or other personal property shall, if so elected by Company, not become, or be deemed to become, a part of the Project. The Company from time to time may remove or permit the removal of such equipment or other personal property; provided that any such removal of such equipment or other personal property shall not adversely affect the purposes for which it is intended.

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 Project and any machinery, equipment or other property installed or brought by the Company therein or thereon, subject to any tax abatement or exemption available to the Company; (ii) all utility and other charges, including "service charges," incurred or imposed for the operation, maintenance, use, occupancy, upkeep and improvement of the Project; and (iii) all assessments and 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 Solar Array, 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) Worker's Compensation insurance, disability benefits insurance, and each other form of insurance which the Agency or 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 Project.

(b) 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(b) hereof shall name the Agency as an additional insured. Such insurance shall be written with deductible amounts not exceeding $10,000.00. 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. All policies evidencing such insurance shall provide for 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 on or before the commencement of the term 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 first be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid, and any excess shall be paid to the Company.

3.7. Right of Agency to Pay Taxes, Insurance Premiums and Other Charges. If the Company fails, after at least fifteen (15) days prior written notice from Agency (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 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 at twelve percent (12%) per annum.

ARTICLE IV

DAMAGE, DESTRUCTION AND CONDEMNATION

4.1. Damage or Destruction.

(a) If the Project 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 Project;

(ii) there shall be no abatement or reduction in the amounts payable by the Company under this Leaseback Agreement; and

(iii) Subject to subsection (b) of this Section 4.1, the Company may in its discretion replace, repair, rebuild or restore the Project, 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 Project as if the same were specifically described herein.

(b) In the event the Project is damaged or destroyed such that it is no longer operational, and the Company decides not to replace, repair, rebuild or restore the Project, the Company shall notify the Agency of such determination and upon receipt of such notice the Company shall be deemed to have exercised its option to terminate this Leaseback Agreement pursuant to Section 8.1 hereof.

(c) The Company may adjust all claims under any policies of insurance insuring against damage to property and will be exclusively entitled to all proceeds payable in connection with such policies.

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 Project shall be taken by condemnation, the Agency shall have no obligation to restore or replace the Project 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.

Subject to subsection (b) of this Section 4.2, the Company may in its discretion elect to:

(i) restore all or a portion of the Project (excluding any land taken by condemnation), or

(ii) acquire, by construction or otherwise, facilities of substantially the same nature and value as an operating entity as the Project subject to Agency consent.

The Project, 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 Project as if the same were specifically described herein.

(b) In the event the Project is taken by condemnation such that it is no longer operational, and the Company decides not to restore or substitute the Project, the

Company shall notify the Agency of such determination and upon receipt of such notice the Company shall be deemed to have exercised its option to terminate this Leaseback Agreement pursuant to Section 8.1 hereof.

(c) The Agency shall cooperate fully with the Company in the handling and conduct of any condemnation proceeding with respect to the Project. In no event shall the Agency voluntarily settle, or consent to the settlement of, any condemnation proceeding with respect to the Project 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 Project.

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 PROJECT 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 Project or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Project or (ii) liability arising from or expense incurred by the Agency's financing, constructing and leasing of the Project to the Company, including without limiting the generality of the foregoing, all causes of action and reasonable attorneys' fees and any other reasonable expenses incurred in defending any suits or actions that may arise as a result of any of the foregoing; except, however, that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the indemnified party. The foregoing indemnities shall apply notwithstanding the breach of a statutory obligation or the application of any rule of comparative or apportioned liability. The foregoing obligations of the Company shall remain in full force and effect after the termination of this Leaseback Agreement.

5.3. Right to Inspect the Project. The Agency and its duly authorized agents shall have the right at all reasonable times and upon reasonable prior notice to inspect the Project. The Agency shall honor and comply with any reasonable restricted access and safety policies of the Company relating to the Project.

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 Project 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 Project.

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, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Project or any part thereof, or to any use, manner of use or condition of the Project 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 of 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 Project 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 Project 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 exclusively entitled to all tax benefits and credits, including without limitation depreciation deductions with respect to any depreciable property in the Project pursuant to Section 167 of the Internal Revenue Code and to any investment credit pursuant to Section 48 of the Internal Revenue Code.

ARTICLE VI

RESTRICTION ON TRANSFER; ASSIGNMENTS AND SUBLEASING

6.1. Restriction on Transfer of Project. Except, to the extent specifically requested by Company, for the granting of a mortgage interest or security interests to lenders designated by the Company ("Lender") under a mortgage, security agreement and/or assignment of leases and rents in a form reasonably acceptable to the Agency, Lender and the Company for purposes of constructing and financing the Project along with all modifications, substitutions and/or restatements thereof, the Agency shall not transfer, encumber or otherwise dispose of the Project 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 denied 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(e), 1.2(h), 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 Project 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. 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 entity or permit one or more entities to consolidate with or merge into it, without the prior written consent of the Agency which consent will not be unreasonably withheld or delayed.

(b) This Leaseback Agreement may not be assigned in whole or in part, and the Project may not be subleased, in whole or in part, except to an affiliate of the Company or pursuant to a collateral assignment to any Lender, without the prior written consent of the Agency in each instance, which consent shall not be denied or delayed. 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 sublessee shall take its interest subject to this Leaseback Agreement, however the sublessee 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 Project 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 reasonably 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 Sections 3.3 or 3.7 hereof and such failure shall have continued for a period of thirty (30) days after the Agency gives written notice of such failure to the Company;

(ii) If there is any purposeful, willful and 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 thirty (30) days after the Agency gives written notice of such breach to the Company;

(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;

(iv) If any representation or warranty of the Company contained in this Leaseback Agreement is incorrect, subject to any notice or cure provisions provided herein; 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 3.3 and 3.7 hereof, to obtain and continue in full force and effect the insurance required by Section 3.4 hereof, 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, 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 the sums under Sections 3.3 and 3.7 hereof; and all other payments due under this Leaseback Agreement.

(ii) Take any action at law or in equity which may appear necessary or desirable including, without limitation, to seek and obtain damages 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; or

(iii) Terminate this Leaseback Agreement, subject to any notice or cure provisions provided herein. Such termination is in addition to all other rights and remedies available to the Agency hereunder and without mitigation of such rights and remedies. Upon such termination this Leaseback Agreement and the Lease Agreement will terminate and all right and interest in the Project held by Agency will be conveyed from the Agency to the Company. The Company hereby appoints the Executive Director or Chief Executive Officer of the Agency as its attorney-in-

fact for the limited purpose of signing any forms which are necessary to accomplish such termination or 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. The Company shall have the option at any time to terminate this Leaseback Agreement and the 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 8.1 and upon compliance with the requirements set forth in Section 8.2 hereof.

8.2. Option to Terminate Agency's Leasehold Interest in the Project. 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 to the Agency under Sections 3.3 and 3.7 and all other sums due under this Leaseback Agreement ("Termination Payment").

8.3. Termination of Leaseback.

(a) Pursuant to Section 8.2 hereof, the Agency shall, within thirty (30) days of (i) written notice from the Company as required by Section 8.1 hereof; and (ii) receipt

of the Termination Payment, deliver to the Company all necessary documents to reflect termination of this Leaseback Agreement and the Lease and conveyance of all the Agency's right and interest in the Project to Company, subject only to the following:

(i) any liens to which the Project was subject when leased to the Agency;

(ii) any liens created at the request of the Company or to the creation of which the Company consented; 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 any rights of action or any net proceeds of insurance or condemnation awards with respect to the Project (specifically excluding all rights of the Agency hereunder including its rights to indemnification hereunder).

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 shall be given by First Class, Certified mail, postage prepaid and properly addressed to the following:

If to the Agency:

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

with a copy to:

Walter F. Garigliano, Esq.
449 Broadway, P.O. Drawer 1069
Monticello, New York 12701-1069

To the Company:

NY Liberty II, LLC
140 East 45th Street, Suite 32B-1
New York, New York 10017

with a copy to:

Law Office of Richard Chun, PLLC
1225 Franklin Avenue, Suite 325
Garden City, New York 11530

or to 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. All notices shall be deemed given when mailed or personally delivered in the manner provided in 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 its 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 of New York for contracts to be wholly performed therein. The parties hereby designate a court of proper jurisdiction located in the County of Sullivan 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 3.7 hereof, all other payments due under this Leaseback Agreement 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 the County of Sullivan,

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

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 Project to any other public benefit corporation or political subdivision which has the legal authority to lease the Project; provided, however that such merger or transfer shall not impact the tax exempt status of the Project, 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 Project 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.

(a) The obligations and agreements of the Agency contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Agency, and not any director, officer, employee, member, agent (other than the Company) or representative of the Agency in his individual capacity, and the directors, officers, employees, members, agents (other than the Company) or representatives of the Agency shall not be liable personally hereon or 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.

(b) The obligations and agreements of the Agency contained hereby shall not constitute or give rise to an obligation of the State of New York or of the County of Sullivan and neither the State of New York nor the County of Sullivan shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency, payable solely from the revenues of the Agency derived and to be derived from the Agency's interest in the Project.

(c) No order or decree of specific performance with respect to any of the obligations of the Agency hereunder shall be sought or enforced against the Agency unless (i) the party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance,

and ten (10) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, (ii) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such reasonable fees and expenses, and (iii) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its directors, officers, employees, members, agents (other than the Company) or representatives of the Agency shall be subject to potential liability, the party seeking such order or decree shall agree to indemnify and hold harmless the Agency and its directors, officers, employees, members, agents (other than the Company) and representatives of the Agency against all liability expected to be incurred as a result of compliance with such request.

(d) The obligations and agreements of the Company contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Company, and not of any member, direct or indirect beneficial owners, affiliates, partners, shareholders, officers, directors, agents, employees or representatives of the Company in his or their individual capacity, and the members, direct or indirect beneficial owners, affiliates, partners, shareholders, officers, directors, agents and employees or representatives of the Company shall not be liable personally hereon or 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.

9.11. Entire Agreement. This Leaseback Agreement together with the Agent Agreement, Lease Agreement and the PILOT 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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: Suzanne Loughlin, Chairperson

NY LIBERTY II, LLC

By: Peter Dolgos, Senior Vice President

[NY Liberty II, LLC – Leaseback to Company – Signature Page]

EXHIBIT A

LEASE TO AGENCY

SCHEDULE A

Description of Property

Harris Road
Liberty, NY 12734
Tax ID: 36.-1-121.3

Description of Premises

ALL of that piece or parcel of land situate in the Town of Liberty, County of Sullivan and State of New York, bounded and described as follows:

BEGINNING at a concrete monument found in the westerly bounds of New York State Route 17 (see Parcel Number 394 as shown on Map Number 200 of the Monticello – Liberty Part 2 of State Highway 5322), said place of beginning is further described as being at the northeasterly corner of land of Antonio Butler (see Deed Instrument No. 2017-2587 and Lot 1 on Filed Map No 4-319A), and said place of beginning is still further described as being located at North 1069309.13 and East 427776.24, per the New York State Plane Coordinate System East Zone (NAD 83).

1) Thence from said place of beginning, North 73 degrees 43 minutes 17 seconds West 163.70 feet, along the northerly line of said land of Antonio Butler, to a 5/8" rebar found at the southeasterly corner of the first described parcel in a deed to New York State Electric and Gas Corporation (see Deed Liber 455, Page 477).
2) Thence North 15 degrees 46 minutes 42 seconds East 499.84 feet, along the easterly line of said New York State Electric and Gas Corporation parcel, to a 5/8" rebar found.
3) Thence North 73 degrees 43 minutes 36 seconds West 543.34 feet, along the northerly line of said New York State Electric and Gas Corporation parcel to a ½" rebar set in the easterly bounds of Harris Road (County Road 175), which ½" rebar in said road bounds is further described as being North 73 degrees 43 minutes 36 seconds West 6.00 feet, from a 5/8" rebar found.
4) Thence North 14 degrees 06 minutes 32 seconds East 367.68 feet, on a tangent along said easterly bounds of Harris Road (County Road 175), to a point of curvature.
5) Thence continuing along said easterly bounds of Harris Road (County Road 175), on a curve to the right having a radius of 812.00 feet, and a delta angle of 31 degrees 21 minutes 00 seconds, for an arc distance of 444.29 feet, the chord subtending said arc being North 29 degrees 47 minutes 02 seconds East 438.77 feet, to a point of tangency.
6) Thence North 45 degrees 27 minutes 32 seconds East 345.16 feet, continuing on a tangent along said easterly bounds of Harris Road (County Road 175), to a point in said bounds.
7) Thence South 76 degrees 00 minutes 00 seconds East 400.62 feet, leaving said road bounds and running through land described in a former deed from Mountain Land LLC to Delaware River Solar Real Estate, LLC (see Deed Instrument Number 2021-9469), to a point in the aforementioned westerly bounds of New York State Route 17 (see Parcel Number 394 as shown on Map Number 200 of the Monticello – Liberty Part 2 of State Highway 5322).
8) Thence South 07 degrees 38 minutes 11 seconds West 52.27 feet, along said westerly bounds of New York State Route 17 (see Parcel Number 394 as shown on Map Number 200 of the Monticello – Liberty part 2 of State Highway 5322), to a concrete monument found.
9) Thence South 14 degrees 34 minutes 25 seconds West 1560.13 feet, continuing along said westerly bounds of New York State Route 17 (see Parcel Number 394 as shown on Map Number 200 of the Monticello – Liberty part 2 of State Highway 5322), to the point or place of beginning.

CONTAINING 17.70 acres of land.