

ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

TO

MILLENNIUM PIPELINE COMPANY, LLC

LEASEBACK AGREEMENT

Dated as of April 1, 2007

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LEASEBACK AGREEMENT

THIS LEASEBACK AGREEMENT (hereinafter the "Leaseback Agreement"), dated as of the 1st day of April, 2007, by and between **ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 255-275 Main Street, Goshen, New York (the "Agency") and **MILLENNIUM PIPELINE COMPANY, LLC**, a Delaware limited liability company duly authorized to conduct business under the laws of the State of New York with offices at One Blue Hill Plaza, Seventh Floor, Pearl River, New York 10965 (the "Company")

WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York (the "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 390 of the Laws of 1972 of the State (hereinafter collectively, the "Act") created the Agency which is empowered under the Act to undertake the leasing of the facility described below; and

WHEREAS, the Company has submitted an application (the "Application") to the Agency requesting the Agency's assistance with respect to a certain project (the "Project") consisting of (i) the acquisition by the Agency of a leasehold, easement or license interest in (a) all fixtures, structures, buildings (for purposes of housing compression and related equipment), easements and franchises in real property located or to be located in the Towns of Deerpark, Greenville, Minisink, Tuxedo and Warwick, Orange County, New York (the "Land") and (b) all machinery and equipment, including without limitation pipes, valves, meters and compressors located or to be located on the Land and associated with the operation of approximately 32± miles of an approximately 182-mile natural gas transportation pipeline (the "Equipment," and collectively with the Land, the "Facility"); all in furtherance of transporting natural gas for shippers located throughout New York; and

WHEREAS, in order to induce the Company to develop the Facility, the Agency is willing to take a leasehold interest in the Facility and Project improvements constituting the

Facility pursuant to the terms and conditions of a certain lease agreement dated as of the date hereof (the "Lease Agreement") and lease said land, improvements and personal property back to the Company pursuant to the terms and conditions contained herein; and

WHEREAS, the Agency has determined that providing assistance to the Project will accomplish, in part, its public purposes; and

WHEREAS, the Company has agreed with the Agency, on behalf of the Agency and as the Agency's agent, to acquire, construct and equip the Facility in accordance with the Application; 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, for and in consideration of the premises and the mutual covenants hereinafter contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby formally covenant, agree and bind themselves as follows.

ARTICLE I

REPRESENTATIONS AND COVENANTS

Section 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 a leasehold interest in the Facility, lease the Facility to the Company pursuant to this Leaseback Agreement and designate the Company as its agent for purposes of the Project, all for the purpose of promoting the industry, health, welfare, convenience and prosperity of the inhabitants of the State and Orange 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 acquire, construct, equip, repair and maintain the Facility and related jobs in the County of Orange, New York.

(f) Nothing in this Leaseback Agreement will allow the Agency to interfere, interrupt, obstruct or modify in any way the Company's ability to provide transportation services under its then effective United States Federal Energy Regulatory Commission (the "FERC") Gas Tariff.

Section 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 under the laws of the State of Delaware and duly authorized to conduct business under the laws of the State of New York, 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 the Company is a party or by 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 providing of the Facility by the Agency 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 of the Company 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 of the Company located within the State; and the Agency has found that, based on the Company's application, to the extent occupants are relocating from one plant or facility to another, the Project is reasonably necessary to discourage the Project occupants from removing such other plant or facility to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries.

(d) The Facility and the operation thereof are governed by the FERC and will conform with all applicable 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). The Company shall operate the Facility in accordance with this Leaseback Agreement and as a qualified "project" under the Act.

(e) The Company has caused or will cause to be transferred to the Agency a fee interest or leasehold interest in all those properties and assets contemplated by 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, to which the Company is a party, and 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 that the Facility will comply in all respects with all environmental laws and regulations, and, except in compliance with environmental laws and regulations and any other laws and regulations pertaining to the transportation of natural gas, (i) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist on, in or around the Facility except in material compliance with all applicable material laws, (ii) the Company will take all commercially reasonable and prudent steps to prevent an unlawful release of hazardous substances onto the Facility or onto any other property, (iii) that, with respect to new construction, no asbestos will be incorporated into or disposed of on, in or around the Facility, and (iv) that no underground storage tanks will be located on, in or around the Facility. The Company upon receiving any information or notice contrary to the representations contained in this Section 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 executive director, directors, members, officers, employees, agents, representatives, successors, and assigns 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, with the Company having the right to control the defense of any such claims or actions.

(h) The Company has provided or will provide (prior to commencement of construction of the Facility) to the Agency a certificate or certificates of insurance containing all of the insurance provision requirements included under Sections 3.4 and 3.5 hereof. If the insurance is canceled for any reason whatsoever, or the same is allowed to lapse or expire, or there be any reduction in amount, or any material change is made in the coverage, such cancellation, lapse, expiration, reduction or change shall not be effective as to any mortgagee, loss payee or additional insured until at least thirty (30) days after receipt by such party of written notice by the insurer of such cancellation, lapse, expiration, reduction or change.

Section 1.3. Public Authorities Law Representations. The parties hereto hereby acknowledge that the Facility and the interests therein conveyed to the Agency under the Lease Agreement and conveyed by the Agency back to the Company pursuant to the terms of this Leaseback Agreement are not "property" as defined in Title 5-A of the Public Authorities Law of the State because the Facility and the leasehold interests therein are securing the Company's obligations to the Agency under the PILOT Agreement and this Leaseback Agreement, including (i) the Company's obligation to acquire, construct, equip and maintain the Facility on behalf of the Agency and (ii) the performance by the Company of the Unassigned Rights (as defined below).

ARTICLE II

FACILITY SITE, DEMISING CLAUSES AND RENTAL PROVISIONS

Section 2.1. Agreement to Convey to Agency.

The Company has conveyed or will convey to the Agency a leasehold interest in the Facility as more particularly described in Schedule A-1 (for real property interests controlled by the Company as of the date hereof) and Schedule A-2 (for real property interests to be acquired by the Company in connection with the Project) attached hereto and the Company has or will convey all of the interest in the Equipment described in Schedule B (attached hereto); *provided, however*, that the Agency's leasehold or title interest in the Facility shall be for the sole purpose of the Agency conferring certain financial assistance in its sovereign and/or municipal capacity and such ownership or other interest undertaken by the Agency shall not include the right, authority or potential for the Agency to control operations on or at the Facility, nor shall (or has) the Agency participate in the management or participate in the development of the Facility. The Company agrees that the Agency's interest in the Facility resulting from said 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 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, with the Company having the right to control the defense of any such claims and actions.

Section 2.2. Construction and Equipping of the Facility.

(a) The Agency hereby confirms its appointment of the Company as the true and lawful agent of the Agency to undertake the Project. Such appointment was made by the Agency pursuant to a resolution duly adopted by the Agency on July 19, 2006 (the "Authorizing Resolution").

(b) The Company, as agent for the Agency, will undertake the Project. The Company hereby agrees to limit its activities as agent for the Agency under the authority of the Authorizing Resolution to acts reasonably related to the acquisition, reconstruction, renovation and equipping of the Facility. The right of the Company to act as agent of the Agency shall expire on the later to occur of commercial operations of the Project or completion of all mitigation and remediation associated with the construction of the Project; *provided, however*, that the Company's appointment as agent of the Agency shall not extend to activities associated with operation or maintenance of the Project.

(c) The Company hereby agrees to pay the Agency administrative fee referenced in Section 2.6(b) hereof, the reasonable fees of local counsel to Agency and/or the reasonable fees of transaction counsel, and any and all fees, costs and expenses incurred in the acquisition, construction and installation of the Facility, including recording fees and taxes and any other fees or expenses due hereunder.

(d) The Company, as agent for the Agency, will undertake the Project. 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.

Section 2.3. Demise of Facility.

(a) The Agency hereby demises and leases the Facility to the Company and the Company hereby rents and leases the Facility from the Agency upon the terms and conditions of this Leaseback Agreement.

(b) Upon the execution by the Company and the Agency of the Lease Supplements (as such term is defined in the Lease Agreement), the real property interests listed on Schedule A-2 attached hereto, as such list may be amended from time to time, shall become subject to the Lease Agreement and the Leaseback Agreement. No later than sixty (60) days following the date of commercial operation of the Facility, the Company and the Agency shall amend and restate this Leaseback Agreement or execute a lease supplement to transfer leasehold interests in the Supplemental Property and make all necessary filings for the limited purpose of adding Supplemental Property to the Lease Agreement and this Leaseback Agreement.

Section 2.4. Remedies to be Pursued Against Contractors and Subcontractors and their Sureties.

In the event of a default by any contractor or any other person or subcontractor 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 guaranty, the Company at its expense, either separately or in conjunction with others, may pursue any and all remedies available to it and the Agency, as appropriate, against the contractor, subcontractor or manufacturer or 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 the Company deems 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.

Section 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 of Sections 5.3 and 7.1 hereof) and the leasehold estate created hereby shall commence as of the date hereof.

(b) The leasehold estate created hereby shall, without any further action of the parties hereto, terminate at 11:59 P.M. on June 30, 2024, or on such earlier date as may be permitted by Section 8.1 hereof. The Parties agree that the intent of this Leaseback Agreement is to facilitate construction of the Facility and to secure PILOT Payment revenues for the Affected Tax Jurisdictions for a period of fifteen (15) full years following the date of commercial operation of the Project (which is currently anticipated to be November 1, 2008 (the "Projected Completion Date")). In the event construction of the Project is delayed beyond the Projected Completion Date as a result of events reasonably unforeseeable by the Company (as of the date hereof), with

the prior approval of the Agency, this Leaseback Agreement, the Lease Agreement and the PILOT Agreement shall be amended to provide for a delay in the commencement of the fifteen (15) full PILOT Years following the actual date of Project completion. The Company shall pay Construction Year PILOT Payments (as defined in the PILOT Agreement) during each year of such extension prior to the date of commercial operation of the Project.

(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 of Sections 5.3 and 7.1 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 term of this Leaseback Agreement 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.

(e) The Company hereby irrevocably appoints and designates the Agency as its attorney-in-fact for the purpose of executing and delivering and recording any necessary terminations of lease together with any documents required in connection therewith and to take such other and further actions in accordance with this Leaseback Agreement as shall be reasonably necessary to terminate the Agency's leasehold interest in the Project upon the expiration or termination hereof. Notwithstanding any such expiration or termination of this Leaseback Agreement, the Company's obligations under Sections 3.3 and 5.2 hereof shall continue notwithstanding any such termination or expiration.

Section 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, One Dollar (\$1.00) for the period commencing on the date hereof and ending on December 31, 2007, and on January 1 of each calendar year thereafter an amount equal to One Dollar (\$1.00) annually.

(b) In addition to the payments of rent pursuant to Section 2.6(a) hereof, throughout the term of this Leaseback Agreement, 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 expenses of the Agency and the members thereof incurred (i) for the reason of the Agency's ownership, or leasing of the Facility and (ii) in connection with the carrying out of the Agency's duties and obligations under this Leaseback Agreement. The Company shall pay the Agency an administrative fee hereunder of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00), plus, the fees and expenses of Harris Beach PLLC, as transaction counsel, plus, fees and expenses of Philip A. Crotty, local counsel to the Agency, payable upon execution of 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 undisputed 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.

Section 2.7. Obligations of 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 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 title, 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 title to or the use of all or any part 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, 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, take, suffer or permit any action which will adversely affect, or create any defect in its title to the Facility or which will otherwise adversely affect the rights or 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

Section 3.1. Maintenance and Modifications of Facility By Company.

(a) The Company agrees that during the term of this Leaseback Agreement it or its operator will use commercially reasonable efforts to (i) keep the Facility in as reasonably safe condition as its operations shall permit; (ii) make all necessary repairs and replacements to the Facility (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen); (iii) operate the Facility in a sound and prudent manner; and (iv) operate the Facility such that it continues to qualify as a "project" under the Act and pursuant to the terms contained herein. The

Company will indemnify and hold the Agency harmless from any liability or expenses from the failure by the Company to comply with (i), (ii), (iii) or (iv) above.

(b) The Company at its own expense from time to time may make any structural addition, 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 purposes and uses. 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 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. Notwithstanding the foregoing, if such addition, modifications or improvements do not increase the Project's ability to transport natural gas (through a Project extension, pipe diameter increase, or compression increase bring the Project's capacity to a level in excess of 700,000 decatherms per day), a "Non-Project Modification", the Company shall be granted agency status for such Project Modification.

Section 3.2. Installation of Additional Equipment.

The Company from time to time may install additional machinery, equipment or other personal property in the Facility (which may be attached or affixed to the Facility), and such machinery, equipment or other personal property shall not become, or be deemed to become, a part of the Facility, except as provided by Section 1.5 of the PILOT Agreement. The Company from time to time may remove or permit the removal of such machinery, equipment or other personal property.

Section 3.3. Taxes, Assessments and Utility Charges.

(a) Subject to the terms of the PILOT Agreement (as defined below), 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 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, (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 (the "PILOT Agreement"); (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 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 term of this Leaseback Agreement.

(b) The Company, at its own expense and in its own name and on behalf or in the name and on behalf of the Agency but with notice to the Agency, 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.

Section 3.4. Insurance Required.

At all times throughout the term of the Lease Agreement, 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 insured perils, 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; or as an alternative to the foregoing the Company may insure the Facility under a blanket insurance policy or policies covering not only the Facility but other properties as well.

(b) 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 Facility; provided, however, that the Company shall not be required to procure such insurance until such time as the Company has employees engaged in the construction of the Project.

(c) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract 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 workmen's compensation law; and a blanket excess liability policy in the amount not less than \$5,000,000, protecting the Company against any loss or liability or damage for personal injury or property damage.

Section 3.5. Additional Provisions Respecting Insurance.

(a) All insurance required by Section 3.4(a) hereof shall name the Agency as a named insured and all other insurance required by Section 3.4 shall name the Agency as an additional insured. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company and authorized to write such insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size,

character and other respects to those in which the Company is engaged. 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 shall be deposited with the Agency at the commencement of the term of this Leaseback Agreement with respect to coverage for exposures that would be in force at the commencement of the term of this Leaseback Agreement. Prior to the 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.

Section 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:

(i) the net proceeds of the insurance required by Section 3.4(a) hereof shall be applied as provided in Section 4.1 hereof, and

(ii) the net proceeds of the insurance required by Section 3.4(b) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 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 and not otherwise contested under 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 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

Section 4.1. Damage or Destruction.

(a) If the Facility shall be damaged or destroyed (in whole or in part) at any time during the term of this Leaseback Agreement:

(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 Section 8.1 hereof.

(c) The Company may adjust all claims under any policies of insurance required by Section 3.4(a) hereof.

Section 4.2. Condemnation.

(a) If at any time during the term of this Leaseback Agreement 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 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 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 prior written consent of the Company.

Section 4.3. Condemnation of 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

Section 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.

Section 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 the Agency and its executive director, officers, members, directors and employees, and their respective successors, assigns or personal representatives, harmless 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, construction, renovation, 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, with the Company having the right to control the defense of any such claims or actions. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or any of its respective members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability; except, however, that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the indemnified party to the extent that such an indemnity would be prohibited by law.

Section 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 restricted access policy of the Company relating to the Facility.

Section 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's employment history and statistics related to the Facility (limited to information that is otherwise available in the public domain) to enable the Agency to make any report required by law or governmental regulation or as otherwise reasonably requested by the Agency.

Section 5.5. Compliance With Orders, Ordinances, Etc.

(a) The Company agrees that it will, throughout the term of this Leaseback Agreement, 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 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 5.5, 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 will endeavor to give notice of the foregoing to the Agency but failure to do so shall not be a breach of this Leaseback Agreement.

Section 5.6. 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 except any liens existing on the date hereof. This provision shall not prohibit the Approved Liens as they are defined in Section 6.1(a) below.

(b) Notwithstanding the provisions of subsection (a) of this Section 5.6, the Company may in good faith contest any such lien. In such event, the Company, with 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.

Section 5.7. Depreciation Deductions and Investment Tax Credit.

The parties agree that 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, 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", and to any other tax attributes associated with the construction and operation of the Facility.

ARTICLE VI

RELEASE OF CERTAIN LAND; ASSIGNMENTS AND SUBLEASING; MORTGAGE AND
PLEDGE OF INTERESTS

Section 6.1. Restriction on Sale of Facility; Release of Certain Land.

(a) Except as otherwise specifically provided in this Article VI and except for the granting of a mortgage interest and security interests to lenders (or to an agent on behalf of various lenders) designated by the Company (the "Financing Parties") under a mortgage, security agreement and/or assignment of leases and rents in a form reasonably acceptable to the Agency, the Financing Parties and the Company, for purposes of financing the construction and improvement or operation of the Facility (by construction or permanent financing facility) along with all amendments, modifications, supplements, substitutions and/or restatements or replacements thereof with the Financing Parties or their successors and/or assigns (the "Approved Liens") or as provided in Section 6.1(b) or Section 6.3(c) hereof, the Agency shall not sell, convey, 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. 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 or its rights to be indemnified under Sections 1.2(d), 1.2(g), 2.1, 3.1(a) and 5.2 herein or (i) the right of the Agency on its own behalf to receive all opinions of counsel, reports, financial information, certificates, insurance policies or binders or certificates, or other notices or communications required to be delivered to the Agency hereunder or otherwise reasonably requested by the Agency; (ii) the right of the Agency to grant or withhold any consents or approvals required of the Agency hereunder; (iii) the right of the Agency in its own behalf to enforce the obligation of the Company to complete the Project and to confirm the qualification of the Project as a "project" under the Act; (iv) the right of the Agency to amend with the Company this Leaseback Agreement; (v) the right of the Agency in its own behalf to declare an Event of Default under Section 7.1 hereof; and (vi) the right of the Agency as to any of the foregoing, exercisable with respect to any sublessees or subtenants (collectively, the "Unassigned Rights").

(b) Notwithstanding the foregoing, the Company may, without the consent of the Agency, sell, convey, transfer, encumber or otherwise dispose of the Facility or any part thereof or any of its rights under this Leaseback Agreement to any affiliate of the Company that is controlled by, controlling or under common control with the Company (a "Successor"), provided

such Successor assumes and agrees to be bound by this Leaseback Agreement pursuant to Section 6.3(c) hereof.

Section 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 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.

Section 6.3. Assignment and Subleasing.

(a) Except as provided in Section 6.3(c) hereof, this Leaseback Agreement may not be assigned in whole or in part, and the Facility may not be subleased, in whole or in part, by the Company except to a Successor (as such term is defined in Section 6.3(c) hereof) without the prior written consent of the Agency. Any assignment or sublease shall be on the following conditions, as of the time of each assignment or sublease:

(i) no assignment or sublease shall relieve the Company from primary liability for any of its obligations hereunder;

(ii) the assignee or sublessee shall assume the obligations of the Company hereunder to the extent of the interest assigned or subleased;

(iii) 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

(iv) the Facility shall continue to constitute a "project" as such quoted term is defined in the Act.

(v) 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.

(b) Any such assignment or sublease is subject to the review and approval by the Agency and its counsel (at no cost to the Agency; any such cost to be paid by the Company, including attorneys' fees), and shall contain such terms and conditions as reasonably required by the Agency and its counsel.

(c) Notwithstanding the foregoing, the Company may, without the consent of, but with prior written notice, to the Agency, (i) assign this Leaseback Agreement to any affiliate of the Company that is controlled by, controlling or under common control with the Company (a "Successor"), provided such Successor assumes and agrees to be bound by this Leaseback Agreement and has an equal to or greater net worth than the Company, and (ii) assign this Leaseback Agreement as collateral security in favor of any of the Financing Parties or their successors and/or assigns. The Agency, at the cost of the Company, shall cooperate with the Company, its affiliates, any Successor, and any of the Financing Parties from time to time in connection with any collateral assignment on such terms as may be customary under the circumstances and shall reasonably be required by such Financing Parties. In the event this Leaseback Agreement is assigned to a Successor, the Company shall have no further obligations hereunder.

ARTICLE VII

DEFAULT

Section 7.1. Events of Default Defined.

(a) Each of the following shall constitute an "Event of Default" under this Leaseback Agreement:

(1) If the Company fails to pay the amounts required to be paid pursuant to Section 2.6 of this Leaseback Agreement 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; or

(2) 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; or

(3) 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

(4) If any representation or warranty of the Company contained in this Leaseback Agreement is incorrect in any material respect; or

(5) Any Event of Default under the PILOT 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 they are 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 Section 2.6 and Section 3.3 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, 5.3, 5.6, 5.7, and 7.1(a)(1) 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 their 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 use commercially reasonable efforts to 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.

Section 7.2. Remedies on Default.

Subject to Section 7.6 hereof, 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:

(1) 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 pursuant to Section 2.6(a) hereof and (ii) all other payments due under this Leaseback Agreement.

(2) 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.

(3) Take any other action at law or in equity which may appear necessary or desirable 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.

(4) Terminate this Leaseback Agreement and terminate the Agency's leasehold interest.

Section 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.

Section 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, the Company shall, on demand therefor, pay to the Agency, the reasonable fees of such attorneys and such other expenses so incurred.

Section 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.

Section 7.6. Mortgagee Right to Cure.

(a) Whenever any Event of Default under Section 7.1 hereof shall have occurred and be continuing with respect to this Leaseback Agreement, the remedies of the Agency shall be limited to the rights hereunder and under the PILOT Agreement, subject to the rights of Mortgagees (as defined in Section 7.6(b) hereof) to cure any such Event of Default as set forth below.

(b) For the purposes of this Leaseback Agreement, the terms "Mortgage" or "Mortgages" shall include any mortgage, leasehold mortgage, purchase money mortgage or other security instrument or instruments secured by the Facility and used in the jurisdiction in which the Facility is located, such as, without limitation, mortgages, deeds of trust, financing

statements, assignments of leases, rents and/or profits, security agreements and other documentation which a lender may require, and the term "Mortgagee" shall mean the secured party under any of the foregoing instruments.

(c) If the Company ("Mortgagor") and/or its successors and assigns, shall mortgage or grant a security interest in its interest in the Facility, or a portion thereof, the Agency agrees to join in such Mortgage with respect to the Agency's interest in the Facility. ANY SUCH MORTGAGE SHALL BE A LIMITED, NON-RECOURSE OBLIGATION OF THE AGENCY AND SHALL IN NO EVENT REQUIRE THE PAYMENT BY THE AGENCY TO ANY PARTY OF ANY AMOUNT INCLUDING, BUT NOT LIMITED TO, PRINCIPAL, INTEREST OR ANY OTHER AMOUNT SECURED BY ANY SUCH MORTGAGE. With respect to any such Mortgage, so long as such Mortgage shall remain unsatisfied of record or until written notice of satisfaction is given by the Mortgagee to the Agency, the following provisions shall, subject to and unless otherwise prohibited by all applicable law including, but not limited to, the Act, apply (in respect of such Mortgage and of any other Mortgages which also comply with the above):

(1) The Agency shall simultaneously serve a copy of any communications declaring an Event of Default upon the Mortgagee, and no such notice or other communication to the Company shall be deemed received unless a copy is so served upon the Mortgagee in the manner provided in this Leaseback Agreement for the giving of notice.

(2) In the event of any Default by the Company under this Leaseback Agreement, the Mortgagee shall have thirty (30) days for a monetary Default and forty five (45) days in the case of any other Default, after notice to the Mortgagee of such Default (which notice shall be given in the manner set forth in Section 7.6(c)(1) hereof), to cure or to cause to be cured the Default complained of and the Agency shall accept such performance by or at the instigation of such Mortgagee as if same had been done by the Company. Each notice of default given by the Agency will state the amounts of any payments herein provided that are then claimed to be in Default.

(3) If, before the expiration of Mortgagee's cure period as provided in Section 7.6(c)(2) hereof, Mortgagee shall have notified the Agency in writing of its agreement to pay or cause to be paid to the Agency, within thirty (30) days after the expiration of Mortgagor's cure period, all payments in this Leaseback Agreement provided for and then in Default, and/or in the case of non-monetary Defaults, shall have agreed within forty five (45) days to commence or caused to be commenced the cure of such non-monetary Defaults, if any are then in Default (other than Defaults which by their nature cannot be cured), and shall prosecute or cause the prosecution of same to completion with reasonable diligence (collectively, the "Extended Cure Period"), then the Agency shall not exercise any of its rights and remedies hereunder until expiration of the Extended Cure Period.

(4) The Company (and not the Agency) shall give the Mortgagee notice of any arbitration or other proceeding or dispute by or between the parties hereto, and shall

have the right to intervene therein and be made a party to any such arbitration or other proceeding.

ARTICLE VIII

EARLY TERMINATION OF AGREEMENT; OBLIGATIONS OF COMPANY

Section 8.1. Early Termination of Agreement.

(a) The Company shall have the option at any time to terminate this Leaseback 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.

(b) The Agency shall have the option at any time to terminate this Leaseback Agreement and to demand immediate payment in full of the rental reserved and unpaid as described in Section 2.6 hereof upon written notice to the Company of the occurrence of an Event of Default hereunder.

Section 8.2. Obligation to Purchase Facility.

Upon termination of the term of this Leaseback Agreement in accordance with Section 2.5, 7.2 or Section 8.1 hereof, the Company shall purchase the Facility from the Agency (or if the Agency's interest is a leasehold, the Agency shall surrender its leasehold estate) for One Dollar (\$1.00) plus all rental reserved and unpaid as of the date of termination as described in Section 2.6 hereof (the "Purchase Payment"). The Company shall exercise its obligation to purchase or option to have the Agency's leasehold interest terminated by giving written notice to the Agency and paying said amount to the Agency.

Section 8.3. Conveyance on Purchase.

At the termination of the Company's leasehold interest in the Facility pursuant to Section 8.2 hereof, the Agency shall, upon receipt of the Purchase Payment, deliver to the Company all necessary documents to reflect (i) a transfer by quitclaim deed of a fee interest (if the Agency holds a fee interest) or (ii) termination of the Agency's leasehold interest.

ARTICLE IX
MISCELLANEOUS

Section 9.1. Notices.

All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, addressed as follows:

To the Agency: Orange County Industrial Development Agency
 255-275 Main Street
 Goshen, New York 10924
 Attn: Executive Director

With a Copy to: Philip A. Crotty, Esq.
 8 Stable Way
 Cornwall-on-Hudson, New York 12520

And to: Harris Beach PLLC
 99 Garnsey Road
 Pittsford, New York 14534
 Attn: Charles I. Schachter, Esq.

To the Company: Millennium Pipeline Company, LLC
 One Blue Hill Plaza, Seventh Floor
 Pearl River, New York 10965
 Attn: President

With a Copy to: Hiscock & Barclay LLP
 One Park Place
 300 South State Street
 Syracuse, New York 13221
 Attn: Peter H. Swartz, Esq.

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

Section 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 successors and assigns.

Section 9.3. Severability.

In the event any provision of this Leaseback Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.4. Amendments, Changes and Modifications.

This Leaseback Agreement may not be amended, changed, modified, altered or terminated without the concurring written consent of the parties hereto.

Section 9.5. Execution of Counterparts.

This Leaseback Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.6. Applicable Law.

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.

Section 9.7. 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 Orange 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.

Section 9.8. Survival of Obligations.

This Leaseback Agreement shall survive the performance of the obligations of the Company to make payments required by Section 2.6 and all indemnities shall survive any termination or expiration of this Leaseback Agreement.

Section 9.9. 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.

Section 9.10. No Broker.

Agency and Company represent and warrant to the other that neither Agency nor Company has dealt with any broker or finder entitled to any commission, fee, or other compensation by reason of the execution of this Leaseback Agreement, and each party agrees to indemnify and hold the other harmless from any charge, liability or expense (including attorney's

fees) the other may suffer, sustain, or incur with respect to any claim for a commission, fee or other compensation by a broker or finder claiming by, through or under the other party.

Section 9.11. No Recourse; Special Obligation.

(a) The obligations and agreements of the Agency and 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 Agency and the Company, and not of any member, officer, agent (other than the Company) or employee of the Agency or the Company in his individual capacity, and the members, officers, agents (other than the Company) and employees of the Agency or 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.

(b) The obligations and agreements of the Agency and the Company contained hereby shall not constitute or give rise to an obligation of the State or of the County of Orange, New York, and neither the State nor County of Orange, New York, 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 or the Company, but rather shall constitute limited obligations of the Agency and the Company, payable solely from the revenues of the Agency and the Company derived and to be derived from the sale or other disposition of the Facility (except for revenues derived by the Agency with respect to the Unassigned Rights).

(c) No order or decree of specific performance with respect to any of the obligations of the Agency or the Company hereunder shall be sought or enforced against the Agency or the Company unless (i) the party seeking such order or decree shall first have requested the Agency or the Company 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 or the Company 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 or the Company refuses to comply with such request and the Agency's or the Company'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 or the Company an amount or undertaking sufficient to cover such reasonable fees and expenses, and (iii) if the Agency or the Company refuses to comply with such request and the Agency's or the Company's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than the Company) or employees shall be subject to potential liability, the party seeking such order or decree shall agree to indemnify and hold harmless the Agency or the Company and its members, officers, agents (other than the Company) and employees against all liability expected to be incurred as a result of compliance with such request.

Section 9.12. No Joint Venture Created.

The Agency and the Company mutually agree that by entering into this Leaseback Agreement the parties hereto are not entering into a joint venture.

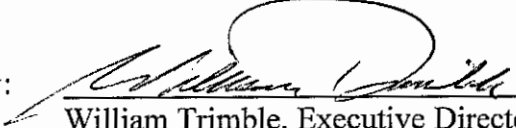
Section 9.13. FERC Filings.

The Agency understands that the Company is an interstate natural gas pipeline company subject to the jurisdiction of the FERC and that the Company must comply with all valid and applicable rules, regulations and orders of the FERC. Accordingly, the Agency understands that the Company will be filing with the FERC executed copies of the lease and leaseback instruments in order to amend its certificate authorization to reflect such transactions.

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

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By:


William Trimble, Executive Director

MILLENNIUM PIPELINE COMPANY, LLC

By:


Richard H. Leehr, President

State of New York)
County of Orange) ss:

On the 19th day of April in the year 2007, before me, the undersigned, personally appeared William Trimble, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

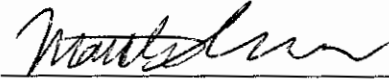


Notary Public

PHILIP A. CROTTY
Notary Public, State of New York
Qualified in Orange County
Reg. No. 4520410
Commission Expires March 30, 2010

State of New York)
County of Orange) ss:

On the 19th day of April in the year 2007, before me, the undersigned, personally appeared Richard H. Leehr, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

MATTHEW S. MOSES
Notary Public in the State of New York
Qualified in Onondaga County #02MO6020566
My Commission Expires March 2, 2011

Schedule A-1

[Description of Real Property Interests controlled by the Company
as of the date hereof]

Orange County IDA Property Description
Millennium Pipeline Project

<u>MPL Tract Number</u>	<u>Tax Map Number</u>	<u>Town</u>	<u>School District</u>	<u>Pipeline Footage</u>	<u>Other Improvements</u>	<u>Type of Property Interest</u>	<u>Liber / Page of Parcel</u>	<u>Underlying Landowner</u>
110394.20	8-1-13.1	Tuxedo	Tuxedo UFSD	427	None	MPL New Easement	12368/911	Yeager, Michael & Kenneth
110161.30	3-2-42	Warwick	Warwick	612	None	MPL New Easement	11984/330	Labanowski, Stanley P. Jr.
110161.40	3-2-1	Warwick	Warwick	353	None	MPL New Easement	12368/972	Anne M. & John J. Brozdowski Living Trust (aka AM & JM Brozdowski Living Trust)
110161.50	3-2-39	Warwick	Warwick	498	None	MPL New Easement	11988/1058	Sobiech, Thomas
110161.60	3-2-38	Warwick	Warwick	15	None	MPL New Easement	11988/888	Sobiech, Thomas
110161.70	3-2-37	Warwick	Warwick	648	None	MPL New Easement	11988/824	Sobiech, Thomas
110161.75	3-2-39	Warwick	Warwick	71	None	MPL New Easement	11988/1058	Sobiech, Thomas
110161.90	3-1-31	Warwick	Warwick	782	None	MPL New Easement	12131/810	Bastek, James & Rosetta
110161.97	3-1-30	Warwick	Warwick	2,782	None	MPL New Easement	12131/740	Bastek, James & Rosetta
110170	3-1-28	Warwick	Warwick	1,833	None	MPL New Easement	11991/1358	Ruszkiewicz, John J. and Anne
110173	3-1-65.2	Warwick	Warwick	68	None	MPL New Easement	12087/1825	MTAG Inc.
110174	3-1-29.21	Warwick	Warwick	338	None	MPL New Easement	12022/1029	Risco, Vincent J. Jr.
110174.10	3-1-71.2	Warwick	Warwick	66	None	MPL New Easement	12087/1825	MTAG Inc.
110174.11	3-1-62	Warwick	Warwick	564	None	MPL New Easement	12345/523	Dobkowski, Zygi
110179	2-2-35.22	Warwick	Warwick	1,568	None	MPL New Easement	12224/1252	Edsall Farm, LLC
110185	11-1-22.1	Warwick	Warwick	219	None	MPL New Easement	11984/335	Taggart, Joseph A.
110185.10	11-1-22.2	Warwick	Warwick	355	None	MPL New Easement	11988/1204	Serritella, Thomas & Kerry A.

Orange County IDA Property Description
 Millennium Pipeline Project

<u>MPL Tract Number</u>	<u>Tax Map Number</u>	<u>Town</u>	<u>School District</u>	<u>Pipeline Footage</u>	<u>Other Improvements</u>	<u>Type of Property Interest</u>	<u>Liber / Page of Parcel</u>	<u>Underlying Landowner</u>
110266	31-2-12.2	Warwick	Warwick	271	None	MPL New Easement	12108/625	Jewett, Joan Lewis; Lewis, Mary H. , et al; McLean, Robert & Elizabeth
110267.10	31-2-12.2	Warwick	Warwick	134	None	MPL New Easement	12108/625	Jewett, Joan Lewis; Lewis, Mary H. , et al; McLean, Robert & Elizabeth
110283	44-1-87	Warwick	Warwick	274	None	MPL New Easement	12270/905	Warwick Sports Center, Inc.
110285	44-1-73	Warwick	Warwick	104	None	MPL New Easement	12164/764	Lopiccolo, Victor J.
11016.01	36-1-29	Deerpark	Port Jervis	N/A	None	MPL Permanent Access Road	11991/1330	Lehn, Robert L.

Schedule A-2

[Description of Real Property Interests to be acquired by the Company
in connection with the Project]

Orange County IDA Property Description
 Millennium Pipeline Project

<u>MPL Tract Number</u>	<u>Tax Map Number</u>	<u>Town</u>	<u>School District</u>	<u>Pipeline Footage</u>	<u>Other Improvements</u>	<u>Type of Property Interest</u>	<u>Liber/ Page of Parcel</u>	<u>Comments</u>	<u>Underlying Landowner</u>
110199	26-1	Warwick	Warwick	56	None	By Permit	N/A		Pine Island Turnpike (CR 1): County of Orange
110210	27-1	Warwick	Warwick	26	None	By Permit	N/A		Bloom Corner Road: Town of Warwick
110264	31-2	Warwick	Warwick	21	None	By Permit	N/A		NYS Highway 94 & 17A: NYS DOT
11004	2-1	Deerpark	Port Jervis	36	None	By Permit	N/A		Prosper Davis Road: Town of Deerpark
11013	26-1	Deerpark	Port Jervis	41	None	By Permit	N/A		Prospect Hill Road: Town of Deerpark
11023	38-1	Deerpark	Port Jervis	68	None	By Permit	N/A		Cahoonzie Huguenot Road (aka Peenpack Trail): Town of Deerpark
11028	62-1	Deerpark	Port Jervis	777	None	By Permit	N/A		Space Drive: Town of Deerpark
11032	62-1	Deerpark	Port Jervis	55	None	By Permit	N/A		Lybolt Drive: Town of Deerpark
11040.01	62.-1	Deerpark	Port Jervis	500	None	By Permit	N/A		Space Drive: Town of Deerpark
11050	64-1	Deerpark	Port Jervis	26	None	By Permit	N/A		Cora Rose Lane: Town of Deerpark
11059	64-1	Deerpark	Port Jervis	61	None	By Permit	N/A		US Route 209: NYS DOT
11063	3-1-6.21	Deerpark	Port Jervis	230	None	By Permit	N/A		Neversink River
11069	38-1	Deerpark	Port Jervis	136	None	By Permit	N/A		Shin Hollow Road: Town of Deerpark
11071	38-1-15	Deerpark	Port Jervis	119	None	By Permit	N/A		Pennsylvania Lines LLC c/o Norfolk Southern Railway Co.
11075	4-1	Greenville	Minisink	28	None	By Permit	N/A		County Road 35: County of Orange
11080	4-1	Greenville	Minisink	12	None	By Permit	N/A		School House Road: Town of Greenville
11086	4-1	Greenville	Minisink	31	None	By Permit	N/A		Fort Vantyle Road: Town of Greenville

Orange County IDA Property Description
Millennium Pipeline Project

<u>MPL Tract Number</u>	<u>Tax Map Number</u>	<u>Town</u>	<u>School District</u>	<u>Pipeline Footage</u>	<u>Other Improvements</u>	<u>Type of Property Interest</u>	<u>Liber/ Page of Parcel</u>	<u>Comments</u>	<u>Underlying Landowner</u>
11088	4-1	Greenville	Minisink	28	None	By Permit	N/A		Bedell Drive: Town of Greenville
11092	4-1	Greenville	Minisink	27	None	By Permit	N/A		Bedell Drive: Town of Greenville
11096	4-1	Greenville	Minisink	660	None	By Permit	N/A		Interstate Highway 84: NYS Thruway Authority
11099	4-1	Greenville	Minisink	101	None	By Permit	N/A		Greenville Turnpike East: Town of Greenville
110108	7-1	Greenville	Minisink	43	None	By Permit	N/A		Eatons Lane: Town of Greenville
110112	7-1	Greenville	Minisink	33	None	By Permit	N/A		NYS Route 6: NYS DOT
110127	3-1	Minisink	Minisink	17	None	By Permit	N/A		Ridge Road: Town of Minisink
110129	3-1	Minisink	Minisink	23	None	By Permit	N/A		South Plank Road: Town of Minisink
110134	6-1-20	Minisink	Minisink	71	None	By Permit	N/A		Middletown & New Jersey Railway Company
110137	3-1	Minisink	Minisink	50	None	By Permit	N/A		State Highway 284: NYS DOT
110139	6-1	Minisink	Minisink	25	None	By Permit	N/A		Whitford Road: Town of Minisink
110145	6-1	Minisink	Minisink	51	None	By Permit	N/A		Jacobs Road: Town of Minisink
110151	7-1	Minisink	Minisink	26	None	By Permit	N/A		William Lain Road: Town of Minisink
110154	7-1	Minisink	Minisink	36	None	By Permit	N/A		Pine Island Turnpike (CR 1): County of Orange
110157	7-1	Minisink	Minisink	30	None	By Permit	N/A		Pine Island Turnpike (CR 1): County of Orange
110350	1-1	Tuxedo	Monroe-Woodbury	73	None	By Permit	N/A		NYS Highway 210 & 17A: NYS DOT
110364	1-1	Tuxedo	Monroe-Woodbury	35	None	By Permit	N/A		County Route 84: County of Orange

Orange County IDA Property Description
 Millennium Pipeline Project

<u>MPL Tract Number</u>	<u>Tax Map Number</u>	<u>Town</u>	<u>School District</u>	<u>Pipeline Footage</u>	<u>Other Improvements</u>	<u>Type of Property Interest</u>	<u>Liber/ Page of Parcel</u>	<u>Comments</u>	<u>Underlying Landowner</u>
110368		Tuxedo	Monroe-Woodbury	42	None	By Permit	N/A	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Fawn Hill Road: Town of Tuxedo
110375		Tuxedo	Monroe-Woodbury	32	None	By Permit	N/A	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Fawn Hill Road: Town of Tuxedo
110382		Tuxedo	Monroe-Woodbury	28	None	By Permit	N/A	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Spice Bush Lane: Town of Tuxedo
110394.01	9-1	Tuxedo	Tuxedo UFSD	186	None	By Permit	N/A		Warwick Brook Road: Town of Tuxedo
110394.30	9-1	Tuxedo	Tuxedo UFSD	89	None	By Permit	N/A		Warwick Brook Road: Town of Tuxedo
110396	9-1	Tuxedo	Tuxedo UFSD	79	None	By Permit	N/A		State Route 17: NYS DOT
110398	9-1-18	Tuxedo	Tuxedo UFSD	129	None	By Permit	N/A		Pennsylvania Lines LLC c/o Norfolk Southern Railway Corporation
110401	9-1	Tuxedo	Tuxedo UFSD	96	None	By Permit	N/A		Ramapo River
110407	9-1	Tuxedo	Tuxedo UFSD	216	None	By Permit	N/A		Interstate 87: NYS Thruway Authority
110159	3-1	Warwick	Minisink	51	None	By Permit	N/A		Wallkill River
110161.80	3-1-17	Warwick	Warwick	50	None	By Permit	N/A		Pine Island Turnpike (CR 1): County of Orange
110162.013		Warwick	Warwick	180	None	By Permit	N/A	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Pine Island Turnpike (CR 1): County of Orange
110162.015		Warwick	Warwick	33	None	By Permit	N/A	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Mission Land Road: Town of Warwick

Orange County IDA Property Description
Millennium Pipeline Project

<u>MPL Tract Number</u>	<u>Tax Map Number</u>	<u>Town</u>	<u>School District</u>	<u>Pipeline Footage</u>	<u>Other Improvements</u>	<u>Type of Property Interest</u>	<u>Liber/ Page of Parcel</u>	<u>Comments</u>	<u>Underlying Landowner</u>
110162.032		Warwick	Warwick	50	None	By Permit	N/A	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Liberty Corners Road (CR 88): County of Orange
110162.037		Warwick	Warwick	130	None	By Permit	N/A	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Pochuck Creek
110172	3-1	Warwick	Warwick	26	None	By Permit	N/A		Mission Land Road: Town of Warwick
110180	11-1	Warwick	Warwick	30	None	By Permit	N/A		Liberty Corners Road (CR 88): County of Orange
110186	11-1	Warwick	Warwick	134	None	By Permit	N/A		Pochuck Creek
110188	11-1	Warwick	Warwick	38	None	By Permit	N/A		Glenwood Road (CR 26): County of Orange
110192	11-1	Warwick	Warwick	40	None	By Permit	N/A		Pine Island Turnpike (CR 1): County of Orange
110204	26-1	Warwick	Warwick	15	None	By Permit	N/A		Amity Road: Town of Warwick
110216	27-2	Warwick	Warwick	23	None	By Permit	N/A		Almond Tree Lane: Town of Warwick
110225	42-1	Warwick	Warwick	31	None	By Permit	N/A		Edenville Road (CR 1A): County of Orange
110236	26-1	Warwick	Warwick	31	None	By Permit	N/A		Foley Drive: Town of Warwick
110238.11	29-10	Warwick	Warwick	50	None	By Permit	N/A		Silo Lane: Town of Warwick
110239	29-1	Warwick	Warwick	36	None	By Permit	N/A		Pine Island Turnpike (CR 1): County of Orange
110247	29-1	Warwick	Warwick	35	None	By Permit	N/A		Distillery Road: Town of Warwick
110249	29-1	Warwick	Warwick	25	None	By Permit	N/A		Whitefield Road: Town of Warwick

Orange County IDA Property Description
Millennium Pipeline Project

<u>MPL Tract Number</u>	<u>Tax Map Number</u>	<u>Town</u>	<u>School District</u>	<u>Pipeline Footage</u>	<u>Other Improvements</u>	<u>Type of Property Interest</u>	<u>Libri/ Page of Parcel</u>	<u>Comments</u>	<u>Underlying Landowner</u>
110255	31-1	Warwick	Warwick	386	None	By Permit	N/A		Sleepy Valley Road: Town of Warwick
110269.10	31-3	Warwick	Warwick	574	None	By Permit	N/A		Entin Terrace Road: Town of Warwick
110280	44-1	Warwick	Warwick	31	None	By Permit	N/A		Kings Highway (CR 13): County of Orange
110284	44-1-65	Warwick	Warwick	69	None	By Permit	N/A		Norfolk Southern Railway Company
110287	44-1	Warwick	Warwick	54	None	By Permit	N/A		Wawayanda Creek
110290	44-1	Warwick	Warwick	30	None	By Permit	N/A		Wisner Road: Town of Warwick
110297	55-1	Warwick	Warwick	21	None	By Permit	N/A		State School Road: Town of Warwick
110304	58-3	Warwick	Warwick	28	None	By Permit	N/A		Bellvale-Lakes Road: Town of Warwick
110315	58-1	Warwick	Greenwood Lake	17	None	By Permit	N/A		Jarman Road: Town of Warwick
110318	58-1	Warwick	Greenwood Lake	17	None	By Permit	N/A		Jarman Road: Town of Warwick
110322	58-1	Warwick	Greenwood Lake	21	None	By Permit	N/A		Dutch Hollow Road (CR 5): County of Orange
110326	58-1	Warwick	Greenwood Lake	23	None	By Permit	N/A		Old Dutch Hollow Road: Town of Warwick
110342	58-2	Warwick	Greenwood Lake	25	None	By Permit	N/A		Nelson Road: Town of Warwick
110105	7-1-5.11	Greenville	Minisink	257	None	Columbia Amended Easement	12059/1734		Vignola, Christopher P. & Teresa
110146	6-1-14.12	Minisink	Minisink	1,409	None	Columbia Amended Easement	12305/277		Augenti, Michael
110156.10	7-1-23.6	Minisink	Minisink	779	None	Columbia Amended Easement	12059/1480		Meyer, George & Pamela
110156.11	7-1-23.4	Minisink	Minisink	487	None	Columbia Amended Easement	12054/464		Sipillef, George & Annemarie

Orange County IDA Property Description
Millennium Pipeline Project

<u>MPL Tract Number</u>	<u>Tax Map Number</u>	<u>Town</u>	<u>School District</u>	<u>Pipeline Footage</u>	<u>Other Improvements</u>	<u>Type of Property Interest</u>	<u>Liber/ Page of Parcel</u>	<u>Comments</u>	<u>Underlying Landowner</u>
110156.12	7-1-23.2	Minisink	Minisink	1,218	None	Columbia Amended Easement	12087/1815		Guarraci, Joseph A.
110156.13	7-1-23.1	Minisink	Minisink	74	None	Columbia Amended Easement	12059/1694		Alderman, Brent E. & Monica
110158	7-1-21.2	Minisink	Minisink	2,034	None	Columbia Amended Easement	12084/1194		Gantt, Robert Christopher
110357	1-1-37.2	Tuxedo	Monroe-Woodbury	604	None	Columbia Amended Easement	12108/632		Faire Partners LLC
110358	1-1-52.2	Tuxedo	Monroe-Woodbury	1,729	None	Columbia Amended Easement	12108/632		Faire Partners LLC
110359	1-1-59	Tuxedo	Monroe-Woodbury	2,046	None	Columbia Amended Easement	12108/632		Faire Partners LLC
110362	1-1-33	Tuxedo	Monroe-Woodbury	355	None	Columbia Amended Easement	12325/685		Cintichem, Inc.
110384	8-1-29	Tuxedo	Tuxedo UFSD	1,429	None	Columbia Amended Easement	12392/1323		Tuxedo TPA Owner LLC
110389	8-1-30	Tuxedo	Tuxedo UFSD	941	None	Columbia Amended Easement	12392/1323		Tuxedo TPA Owner LLC
110390	8-1-12	Tuxedo	Tuxedo UFSD	406	None	Columbia Amended Easement	12359/984		Anderson, William & Donna
110391	8-1-21	Tuxedo	Tuxedo UFSD	274	None	Columbia Amended Easement	11919/1609		Ross, Timothy L. & Nancy
110392	8-1-22	Tuxedo	Tuxedo UFSD	419	None	Columbia Amended Easement	11919/1597		Barba, Peter C. & Barbara E.
110393	8-1-14	Tuxedo	Tuxedo UFSD	119	None	Columbia Amended Easement	12288/420		Sterling Forest, L.L.C
110394	8-1-20	Tuxedo	Tuxedo UFSD	236	None	Columbia Amended Easement	11919/1603		Gundermann, Jeffrey A.
110394.10	8-1-13.2	Tuxedo	Tuxedo UFSD	439	None	Columbia Amended Easement	12288/501		Sterling Forest, L.L.C
110397	9-1-3	Tuxedo	Tuxedo UFSD	130	None	Columbia Amended Easement	12288/501		Sterling Forest, L.L.C
110399	9-1-19	Tuxedo	Tuxedo UFSD	635	None	Columbia Amended Easement	12387/781		Tuxedo Reserve Investment Partners, L.P.

Orange County IDA Property Description
 Millennium Pipeline Project

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110402	9-1-19	Tuxedo	Tuxedo UFSD	221	None	Columbia Amended Easement	12387/781		Tuxedo Reserve Investment Partners, L.P.
110403	9-1-22.11	Tuxedo	Tuxedo UFSD	25	None	Columbia Amended Easement	12387/781		Tuxedo Reserve Investment Partners, L.P.
110158.10	3-1-1	Warwick	Minisink	264	None	Columbia Amended Easement	12084/1199		Pine Island Turf Nursery, Inc.
110160	3-1-1	Warwick	Warwick	135	None	Columbia Amended Easement	12084/1199		Pine Island Turf Nursery, Inc.
110161	3-1-6.22	Warwick	Warwick	978	None	Columbia Amended Easement	12283/1680		daParma, Donald B.
110161.10	3-1-6.1	Warwick	Warwick	1,520	None	Columbia Amended Easement	12283/1709		daParma, Donald B.
110161.20	3-1-6.22	Warwick	Warwick	35	None	Columbia Amended Easement	12283/1680		daParma, Donald B.
110187	11-1-4	Warwick	Warwick	1,688	None	Columbia Amended Easement	2015/1018		Scenic Farms Golf Course, LLC
110189	11-1-5.2	Warwick	Warwick	3,251	None	Columbia Amended Easement	2015/1021		E B S Partners
110238.12	29-10-3	Warwick	Warwick	107	None	Columbia Amended Easement	12297/1129		Prol, William & Cynthia F.
110238.15	29-10-2	Warwick	Warwick	614	None	Columbia Amended Easement	12059/1485		Post, Thomas S. III & Teresa
110238.16	29-10-1	Warwick	Warwick	241	None	Columbia Amended Easement	12250/676		Post, Thomas S. III & Teresa
110256	31-2-66.16	Warwick	Warwick	386	None	Columbia Amended Easement	11996/1795		Misovic, Joseph F. & Margaret P.
110258	31-2-66.11	Warwick	Warwick	172	None	Columbia Amended Easement	12014/989		McFarland, Peter & Pia B.
110259	31-2-66.12	Warwick	Warwick	213	None	Columbia Amended Easement	12305/272		Storms, Richard A., Sr. & Georgette
110260	31-2-66.13	Warwick	Warwick	546	None	Columbia Amended Easement	12305/262		Buchner, Fern E.
110261	31-2-66.15	Warwick	Warwick	921	None	Columbia Amended Easement	12345/554		Oswald, Kirsten M.

Orange County IDA Property Description
 Millennium Pipeline Project

<u>MPL Tract Number</u>	<u>Tax Map Number</u>	<u>Town</u>	<u>School District</u>	<u>Pipeline Footage</u>	<u>Other Improvements</u>	<u>Type of Property Interest</u>	<u>Liber/ Page of Parcel</u>	<u>Comments</u>	<u>Underlying Landowner</u>
110267	31-2-64.11	Warwick	Warwick	545	None	Columbia Amended Easement	12059/1640		Lewis, Alfred R. & Corrina S.
110267.11	31-2-64.11	Warwick	Warwick	596	None	Columbia Amended Easement	12059/1640		Lewis, Alfred R. & Corrina S.
110309	58-1-24.22	Warwick	Greenwood Lake	262	None	Columbia Amended Easement	12392/1344		Fehrenbach, Erik; Walsh, Jennifer
110310	58-1-24.23	Warwick	Greenwood Lake	437	None	Columbia Amended Easement	12345/532		Saffioti, Thomas & Marcia
110311	58-1-24.24	Warwick	Greenwood Lake	406	None	Columbia Amended Easement	12305/255		Sornesfalean, Vasile & Lacrimioara
110312	58-1-24.252	Warwick	Greenwood Lake	302	None	Columbia Amended Easement	12164/369		Ritzcovan, Robert S.
110346	61-1-25.1	Warwick	Greenwood Lake	1,294	None	Columbia Amended Easement	12318/424		Land of America, Inc.
110349	1-1-39.1	Tuxedo	Monroe-Woodbury	87	None	Columbia Existing Easement	1135/452		Palisades Interstate Park
110351	8-1-3.511	Tuxedo	Monroe-Woodbury	431	None	Columbia Existing Easement	1135/452		Palisades Interstate Park
110352	1-1-1.1	Tuxedo	Monroe-Woodbury	96	None	Columbia Existing Easement	1135/452		Consolidated Edison
110353	1-1-36.21	Tuxedo	Monroe-Woodbury	92	None	Columbia Existing Easement	1135/452		Palisades Interstate Park
110354	1-1-1.3	Tuxedo	Monroe-Woodbury	224	None	Columbia Existing Easement	1135/452		Consolidated Edison
110355	1-1-55.1	Tuxedo	Monroe-Woodbury	2,353	None	Columbia Existing Easement	1135/452		Palisades Interstate Park
110359.10	1-1-58.2	Tuxedo	Monroe-Woodbury	1,719	None	Columbia Existing Easement	1135/452		Palisades Interstate Park
110361	1-1-31	Tuxedo	Monroe-Woodbury	2,142	None	Columbia Existing Easement	1135/452		United Water South County Water, Inc.
110365	1-1-58.2	Tuxedo	Monroe-Woodbury	495	None	Columbia Existing Easement	1135/452		Palisades Interstate Park

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110366	4-1-1	Tuxedo	Monroe-Woodbury	182	None	Columbia Existing Easement	1135/452	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Van Dyne, Hope
110383	1-1-58.2	Tuxedo	Monroe-Woodbury	4,241	None	Columbia Existing Easement	1135/452		Palisades Interstate Park
110253	31-1-17	Warwick	Warwick	2,440	None	Columbia Existing Easement	1866/917		Breakaway Trails, Inc. a/k/a Dutch Woods Development
110263	31-2-66.2	Warwick	Warwick	2,119	MPL Main Line Valve Meter & Regulation	Columbia Existing Easement	1124/535	Pending Acquisition	Sanford, John W. III
110265	31-2-64.32	Warwick	Warwick	670	None	Columbia Existing Easement	1143/412		Sanford, John W. III
110298	55-1-16.32	Warwick	Warwick	195	None	Columbia Existing Easement	4088/318		Buckbee, Judith E.
110299	46-1-11	Warwick	Warwick	884	None	Columbia Existing Easement	4088/318		Buckbee, Judith E.
110300	58-1-9	Warwick	Warwick	426	None	Columbia Existing Easement	4088/315		Buckbee, Albert W. II & Judith E.
110301	58-3-8.2	Warwick	Warwick	1,180	None	Columbia Existing Easement	4013/230		Fletcher, Steven A. & Debby R.
110303	58-3-4	Warwick	Warwick	837	None	Columbia Existing Easement	4013/230		O'Donnell, Catherine & Walters, Robert P.
110347	61-1-27.5	Warwick	Greenwood Lake	2,424	None	Columbia Existing Easement	1135/452		Palisades Interstate Park
110348	61-1-30.1	Warwick	Greenwood Lake	931	None	Columbia Existing Easement	1290/569		Palisades Interstate Park
110348.10	68-1-4	Warwick	Monroe-Woodbury	53	None	Columbia Existing Easement	1135/452		Palisades Interstate Park
11001	2-1-38.22	Deerpark	Port Jervis	1,323	None	Columbia Existing Easement	1120/130		Branigan, Richard L. & Patricia A.
11003	2-1-3.1	Deerpark	Port Jervis	167	None	Columbia Existing Easement	1125/395		The Hartwood Club, Inc.

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11005	2-1-3.1	Deerpark	Port Jervis	1,921	None	Columbia Existing Easement	1125/395		The Hartwood Club, Inc.
11009	13-1-3.2	Deerpark	Port Jervis	5,709	None	Columbia Existing Easement	1125/392		Ben's Development Corp.
11011	14-1-1	Deerpark	Port Jervis	4,567	None	Columbia Existing Easement	1120/134		Cahoonzie Club, Inc.
11015	26-1-2	Deerpark	Port Jervis	7,912	MPL Main Line Valve	Columbia Existing Easement	1120/332	Pending Acquisition	Landrio, John & Laura
11018	37-1-21	Deerpark	Port Jervis	3,472	None	Columbia Existing Easement	1131/209		Gasparro, Concetta; Gasparro, Jerry
11019	37-1-10	Deerpark	Port Jervis	243	None	Columbia Existing Easement	1131/209		Fotopoulos, Constantine, et al.
11020	37-1-14.2	Deerpark	Port Jervis	1,927	None	Columbia Existing Easement	1131/203		Costa, Natale
11021	37-1-14.1	Deerpark	Port Jervis	2,034	None	Columbia Existing Easement	1131/203		Pabon, George
11022	38-1-63.1	Deerpark	Port Jervis	132	None	Columbia Existing Easement	302/369		Pabon, George
11024	62-1-1	Deerpark	Port Jervis	356	None	Columbia Existing Easement	1131/207		Altieri, Larry J.
11026	62-1-6	Deerpark	Port Jervis	120	None	Columbia Existing Easement	1131/207		Jonreb Properties, Inc.
11027	62-1-5	Deerpark	Port Jervis	135	None	Columbia Existing Easement	1131/207		Jonreb Properties, Inc.
11042	62-4-18	Deerpark	Port Jervis	129	None	Columbia Existing Easement	1131/207		Jonreb Properties, Inc.
11043	62-4-17	Deerpark	Port Jervis	163	None	Columbia Existing Easement	1131/207		Jonreb Properties, Inc.
11044	62-4-16	Deerpark	Port Jervis	132	None	Columbia Existing Easement	1131/207		Jonreb Properties, Inc.
11045	62-4-15	Deerpark	Port Jervis	180	None	Columbia Existing Easement	1131/207		Jonreb Properties, Inc.
11046	62-4-14	Deerpark	Port Jervis	139	None	Columbia Existing Easement	1653/1167		Jonreb Properties, Inc.

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11048	64-1-43	Deerpark	Port Jervis	177	None	Columbia Existing Easement	1131/207		Lasch, David A. & Deborah L.
11054	64-1-24	Deerpark	Port Jervis	805	None	Columbia Existing Easement	1605/452		Chang, Peter & Min Yang
11060	38-1-26	Deerpark	Port Jervis	186	None	Columbia Existing Easement	1125/401		Tufano, Anthony & Margaret
11062	50-1-38.22	Deerpark	Port Jervis	1,285	None	Columbia Existing Easement	2522/80		Ginseng-Up Corporation
11064	50-1-16	Deerpark	Port Jervis	1,254	None	Columbia Existing Easement	2522/80		Ginseng-Up Corporation
11065	38-1-19.2	Deerpark	Port Jervis	1,992	None	Columbia Existing Easement	2479/153		Vicaretti, Joanne & Robert J. Sr.
11068	50-1-3.21	Deerpark	Port Jervis	670	None	Columbia Existing Easement	1137/404		Vicaretti, Joanne & Robert J. Sr.
11070	38-1-19.2	Deerpark	Port Jervis	252	None	Columbia Existing Easement	2479/153		Vicaretti, Joanne & Robert J. Sr.
11072	38-1-102.1	Deerpark	Port Jervis	536	None	Columbia Existing Easement	2479/153		Vicaretti, Joanne M. & Norma E.
11073	4-1-50	Greenville	Minisink	285	None	Columbia Existing Easement	2479/141		Vicaretti, Joanne & Robert J. Sr.
11074	4-1-49	Greenville	Minisink	5,509	None	Columbia Existing Easement	2479/141		Ridgeview Partners LLC c/o Carr & Company, LLC
11076	4-1-27.231	Greenville	Minisink	1,005	None	Columbia Existing Easement	2438/68		Thayer, Carolyn S. & Edward B. III
11078	4-1-25.2	Greenville	Minisink	124	None	Columbia Existing Easement	2438/68		Takatsch, Julie G. & Richard
11078.01	4-1-27.231	Greenville	Minisink	180	None	Columbia Existing Easement	2438/68		Thayer, Carolyn S. & Edward B. III
11079	4-1-83	Greenville	Minisink	139	None	Columbia Existing Easement	2438/68		CVL Development, Inc.
11081	4-1-41	Greenville	Minisink	162	None	Columbia Existing Easement	2588/57		Smith, David E. & Carolyn J.
11082	4-1-40	Greenville	Minisink	624	None	Columbia Existing Easement	2522/76		Finan, Carol M. & John T.

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11083	4-1-39	Greenville	Minisink	259	None	Columbia Existing Easement	2483/38		Ryan, Martin T. & Wendy L.
11085	4-1-38	Greenville	Minisink	347	None	Columbia Existing Easement	2488/276		Earl, Kathleen & Raymond
11087	4-1-73	Greenville	Minisink	249	None	Columbia Existing Easement	2522/72		Fitzgerald, Frank A. & Irene N.
11090	4-1-23.6	Greenville	Minisink	221	None	Columbia Existing Easement	2419/1		Terbush, William & Burlgo, Mary
11091	4-1-23.7	Greenville	Minisink	561	None	Columbia Existing Easement	2419/1		Weeden, Bryce E. & Deborah L.
11093	4-1-23.1	Greenville	Minisink	738	None	Columbia Existing Easement	2419/1		Goetz, Patrick W. & Taveras, Rosangelas A.
110103	4-1-19.21	Greenville	Minisink	41	None	Columbia Existing Easement	2626/138		Nathanson, Arthur I.
110104	7-1-5.323	Greenville	Minisink	66	None	Columbia Existing Easement	2479/157		McNichol, Francis & Kelly Anne
110106	7-1-5.11	Greenville	Minisink	376	None	Columbia Existing Easement	2486/249		Vignola, Christopher P. & Teresa
110107	7-1-87	Greenville	Minisink	434	None	Columbia Existing Easement	2486/249		Liboy, Eric
110109	7-1-89	Greenville	Minisink	292	None	Columbia Existing Easement	2486/249		Seaman, Patricia A. & Stephen M.
110110	7-1-88	Greenville	Minisink	295	None	Columbia Existing Easement	2486/249		Seaman, Patricia A. & Stephen M. & Mueller, Herbert C.
110111	7-1-4.26	Greenville	Minisink	3,189	None	Columbia Existing Easement	2361/289		Ewanciw, Barbara & Michael
110113	7-1-4.25	Greenville	Minisink	571	None	Columbia Existing Easement	2361/289		Ewanciw, Barbara & Michael
110114	7-1-4.23	Greenville	Minisink	566	None	Columbia Existing Easement	2361/289		Ewanciw, Mariann & Mark E.
110115	7-1-27.1	Greenville	Minisink	1,505	None	Columbia Existing Easement	1122/612		Town of Greenville
110116	7-1-34.13	Greenville	Minisink	200	None	Columbia Existing Easement	2479/133		Wallace, Michael

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110117	7-1-58.2	Greenville	Minisink	516	None	Columbia Existing Easement	2428/262		BACE Group, Inc.
110119	7-1-48.221	Greenville	Minisink	2,054	None	Columbia Existing Easement	1912/811		Greenville Associates
110120	3-1-18.21	Minisink	Minisink	310	None	Columbia Existing Easement	1912/811		Greenville Associates
110122	5-1-1.21	Minisink	Minisink	201	None	Columbia Existing Easement	2479/145		Brain, Joan G. & Wilfred D.
110123	5-1-2	Minisink	Minisink	1,780	None	Columbia Existing Easement	2488/280		Nester, Anna & William F.
110124	5-1-34.31	Minisink	Minisink	645	None	Columbia Existing Easement	2485/246		Wingen, Dieter H. & Inge K.
110125	3-1-24.2	Minisink	Minisink	1,634	None	Columbia Existing Easement	2485/246		Wingen, Dieter H. & Inge K.
110126	3-1-30.2	Minisink	Minisink	449	None	Columbia Existing Easement	2483/46		Hansen, Doris Marie & Laurence
110128	3-1-30.2	Minisink	Minisink	350	None	Columbia Existing Easement	2483/46		Hansen, Doris Marie & Laurence
110130	3-1-30.2	Minisink	Minisink	1,256	None	Columbia Existing Easement	2483/46		Hansen, Doris Marie & Laurence
110132	3-1-30.2	Minisink	Minisink	1,229	None	Columbia Existing Easement	2483/46		Hansen, Doris Marie & Laurence
110133	6-1-16.4	Minisink	Minisink	394	None	Columbia Existing Easement	2483/46		Hansen, Doris Marie & Laurence
110135	6-1-16.32	Minisink	Minisink	937	None	Columbia Existing Easement	2483/86		Snowcat Holdings LLC
110136.10	6-1-16.32	Minisink	Minisink	N/A		Columbia Existing Easement	2483/25		Snowcat Holdings LLC
110138	6-1-39	Minisink	Minisink	314	None	Columbia Existing Easement	1123/1		Watch, Donald & Joan Leona
110140	6-1-35.2	Minisink	Minisink	342	None	Columbia Existing Easement	1123/1		Kelly, Kevin F. & Sally Ann
110142	6-1-37.3	Minisink	Minisink	1,140	None	Columbia Existing Easement	1123/1		Minisink Estates, LLC

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110143	6-1-15	Minisink	Minisink	177	None	Columbia Existing Easement	1123/3		Freund, Robin
110144	6-1-51	Minisink	Minisink	865	None	Columbia Existing Easement	1123/5		Farmstead Land Development, LLC
110148	6-1-14.13	Minisink	Minisink	338	None	Columbia Existing Easement	1123/5		McEnery, Daniel O.
110149	11-1-4	Minisink	Minisink	2,237	None	Columbia Existing Easement	1123/7		Shotco, Inc.
110150	7-1-19.2	Minisink	Minisink	1,063	None	Columbia Existing Easement	1731/231		The Trustees of the Lain Family Trust Indenture
110152	7-1-19.2	Minisink	Minisink	1,835	None	Columbia Existing Easement	1731/231		The Trustees of the Lain Family Trust Indenture
110153	7-1-20.3	Minisink	Minisink	1,205	MPL Main Line Valve	Columbia Existing Easement	1123/11		Orange & Rockland Utilities, Inc.
110155	7-1-11.21	Minisink	Minisink	370	None	Columbia Existing Easement	1123/11		NYS Office of Mental Retardation & Developmental Disabilities
110360	1-1-34.2	Tuxedo	Monroe-Woodbury	404	None	Columbia Existing Easement	1135/452		Swiss North American Properties - USA, Inc.
110370	4-3-2	Tuxedo	Monroe-Woodbury	248	None	Columbia Existing Easement	1135/452	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Christian, William A.
110372	4-3-3.2	Tuxedo	Monroe-Woodbury	66	None	Columbia Existing Easement	1135/452	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Guggisberg, Robert F. et. al.
110373	4-3-28	Tuxedo	Monroe-Woodbury	198	None	Columbia Existing Easement	1135/452	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Guggisberg, Robert F. et. al.
110376	1-4-28.12	Tuxedo	Monroe-Woodbury	281	None	Columbia Existing Easement	1135/452	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Benson, Lawrence A.
110379	4-4-32	Tuxedo	Monroe-Woodbury	149	None	Columbia Existing Easement	1135/452	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Freier, Rolf D.

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110380	4-4-19	Tuxedo	Monroe-Woodbury	99	None	Columbia Existing Easement	1135/452	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Gandolfo, Paul C. et. ux.
110382.01	4-4-18	Tuxedo	Monroe-Woodbury	198	None	Columbia Existing Easement	1135/452	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Dichiaro, Frank M. et. ux.
110386	8-1-11.1	Tuxedo	Tuxedo UFSD	190	None	Columbia Existing Easement	1131/418		Conklin, John D. & Bonnie J.
110388	8-1-11.3	Tuxedo	Tuxedo UFSD	195	None	Columbia Existing Easement	1131/418		Reburgiao, Aristedes M. & Melissa A.
110408	9-1-20	Tuxedo	Tuxedo UFSD	1,632	None	Columbia Existing Easement	1135/97		Palisades Interstate Park
110409	9-1-22.2	Tuxedo	Tuxedo UFSD	10,499	None	Columbia Existing Easement	1135/97		Palisades Interstate Park
110410	9-1-23	Tuxedo	Tuxedo UFSD	505	None	Columbia Existing Easement	1139/396		Palisades Interstate Park
110162.001	3-2-41.1	Warwick	Warwick	210	None	Columbia Existing Easement	1480/177	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Nowak, Stanley J.
110162.002	3-2-41.3	Warwick	Warwick	398	None	Columbia Existing Easement	1480/177	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Nowak, Stanley J., Jr.
110162.003	3-2-41.2	Warwick	Warwick	188	None	Columbia Existing Easement	1480/177	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Nowak, Stanley J., Jr.
110162.004	3-2-40.2	Warwick	Warwick	212	None	Columbia Existing Easement	1131/205	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Kulik, Paul & Joan
110162.005	3-2-40.1	Warwick	Warwick	309	None	Columbia Existing Easement	1123/17	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Gerczak, Edward J. Jr.

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110162.006	3-2-39	Warwick	Warwick	460	None	Columbia Existing Easement	1123/17	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Soblech, Thomas
110162.007	3-2-37	Warwick	Warwick	488	None	Columbia Existing Easement	1123/17	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Soblech, Thomas
110162.008	3-2-34.1	Warwick	Warwick	510	None	Columbia Existing Easement	1123/17	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Mikulski, Floyd J.
110162.009	3-2-30	Warwick	Warwick	365	None	Columbia Existing Easement	1131/197	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Doonan, Martin
110162.010	3-2-29	Warwick	Warwick	150	None	Columbia Existing Easement	1123/23	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Doonan, Martin
110162.011	3-2-28	Warwick	Warwick	150	None	Columbia Existing Easement	1123/25	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Gurda, Bryan
110162.012	3-2-43	Warwick	Warwick	50	None	Columbia Existing Easement	1131/191	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Gurda, Bryan
110162.014	3-2-34	Warwick	Warwick	30	None	Columbia Existing Easement	1123/27	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Soblech, Thomas
110162.016	3-2-35.3	Warwick	Warwick	374	None	Columbia Existing Easement	1123/27	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Soblech, Thomas
110162.017	3-1-36.2	Warwick	Warwick	149	None	Columbia Existing Easement	1123/29	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Kaplan, Neal

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110162.018	3-1-37	Warwick	Warwick	97	None	Columbia Existing Easement	1131/195	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Morgiewicz, Joseph F. & Sophie M.
110162.019	3-1-57.21	Warwick	Warwick	38	None	Columbia Existing Easement	1131/195	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Vaillant, Paul
110162.020	3-1-38	Warwick	Warwick	110	None	Columbia Existing Easement	1131/195	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Weslowski, Daniel A. Jr.
110162.021	3-1-40.2	Warwick	Warwick	34	None	Columbia Existing Easement	1131/195	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Howell, Tobe & Mary
110162.022	3-1-41	Warwick	Warwick	88	None	Columbia Existing Easement	1123/19	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Jarosz, Agatha
110162.023	3-1-42	Warwick	Warwick	241	None	Columbia Existing Easement	1123/19	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Vaillant, Richard W. & Dickert, Paula
110162.024	3-1-43	Warwick	Warwick	64	None	Columbia Existing Easement	1131/193	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	County of Orange
110162.025	3-1-44	Warwick	Warwick	110	None	Columbia Existing Easement	1131/193	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Pine Island Group, Inc.
110162.026	3-1-46	Warwick	Warwick	184	None	Columbia Existing Easement	1131/193	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Jacoby, Arlene
110162.027	3-1-47	Warwick	Warwick	95	None	Columbia Existing Easement	1131/357	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Gurda, George Jr. & Constance

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110162.028	3-1-48	Warwick	Warwick	125	None	Columbia Existing Easement	1131/357	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Gurda, Kenneth
110162.029	3-1-49	Warwick	Warwick	103	None	Columbia Existing Easement	1131/357	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Gurda, Kenneth
110162.031	3-1-51	Warwick	Warwick	189	None	Columbia Existing Easement	1123/33	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Ferretti, Bruno & Diane
110162.033	11-1-23	Warwick	Warwick	180	None	Columbia Existing Easement	1130/440	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Westphal, Sophia
110162.034	11-1-24.1	Warwick	Warwick	20	None	Columbia Existing Easement	1130/440	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Krajewski, Gary
110162.035	11-1-24.2	Warwick	Warwick	165	None	Columbia Existing Easement	1130/440	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Westphal, Sophia
110162.036	11-1-23	Warwick	Warwick	520	None	Columbia Existing Easement	1130/440	Line A-5 tract assets will be transferred to MPL but are offline for MPL Project and will be retired in place.	Westphal, Sophia
110190	11-1-112	Warwick	Warwick	1,454	None	Columbia Existing Easement	1123/35		Homestead Farms LLC
110193	11-1-7.1	Warwick	Warwick	414	None	Columbia Existing Easement	1123/35		Youngman, Kenneth R. & Estella M.
110194	11-1-7.2	Warwick	Warwick	251	None	Columbia Existing Easement	1123/35		Burghardt, Jeffrey A. & Nancy M.
110195	11-1-7.3	Warwick	Warwick	284	None	Columbia Existing Easement	1123/35		Harden, Robert W. & Karen
110196	26-1-44	Warwick	Warwick	238	None	Columbia Existing Easement	1123/37		Bankowitz, Patricia; Petreschock, Thomas M.

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11O197	12-5-5.326	Warwick	Warwick	479	None	Columbia Existing Easement	1123/39		Moore, David W.
11O198	26-1-70.2	Warwick	Warwick	338	None	Columbia Existing Easement	1123/39		Stidworthy, Jon
11O200	26-1-82	Warwick	Warwick	111	None	Columbia Existing Easement	1123/39		Barrero, Juan & Carrie Tishelman-Barrero
11O201	26-1-81	Warwick	Warwick	206	None	Columbia Existing Easement	1123/39		Eurich, Richard J. & Diane
11O202	26-1-1.225	Warwick	Warwick	952	None	Columbia Existing Easement	1123/39		Wiles, Vaughan & S. Anne
11O203	26-1-71	Warwick	Warwick	261	None	Columbia Existing Easement	1123/39		Wiles, Vaughan & S. Anne
11O203.10	26-1-1.225	Warwick	Warwick	83	None	Columbia Existing Easement	1123/39		Wiles, Vaughan & S. Anne
11O205	26-1-73.2	Warwick	Warwick	1,947	None	Columbia Existing Easement	1123/43		LoRusso, Frank L. & Judith J.
11O207	27-1-72.1	Warwick	Warwick	1,394	None	Columbia Existing Easement	1123/41		G. Rhein Builders Inc.
11O208	27-1-41.131	Warwick	Warwick	3,333	None	Columbia Existing Easement	1123/45		Stanford, Richard; Stanford, Richard Scott
11O209	27-1-48.1	Warwick	Warwick	945	None	Columbia Existing Easement	1123/47		Stanford, Richard
11O211	27-1-40.31	Warwick	Warwick	292	None	Columbia Existing Easement	1123/45		Kettenring, Raymond W. & Dawn M.
11O212	27-1-40.32	Warwick	Warwick	281	None	Columbia Existing Easement	1123/45		Healey, James & Margaret
11O213	27-1-40.4	Warwick	Warwick	358	None	Columbia Existing Easement	1123/45		Keough, Thomas J. & Elizabeth
11O214	27-2-7	Warwick	Warwick	231	None	Columbia Existing Easement	1142/179		Knipp, Mary Ellen
11O215	27-2-9	Warwick	Warwick	158	None	Columbia Existing Easement	1142/179		Rochford, Robert F. & Andrea
11O217	27-2-24.1	Warwick	Warwick	99	None	Columbia Existing Easement	1142/179		Blomfield, Anthony R. & Deborah

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110218	27-2-10	Warwick	Warwick	233	None	Columbia Existing Easement	1142/179		Keene, James D. & Diane Linda Tinney
110219	27-2-24.2	Warwick	Warwick	231	None	Columbia Existing Easement	1142/179		Perkel, Robert
110220	27-2-23	Warwick	Warwick	177	None	Columbia Existing Easement	1123/49		Cosner, Raymond S. & Donna M.
110221	27-2-31	Warwick	Warwick	450	None	Columbia Existing Easement	1123/49		Comas, Debra Anne
110222	27-2-32	Warwick	Warwick	157	None	Columbia Existing Easement	1123/49		Rathjen, Scott F. & Pauline
110223	27-2-33	Warwick	Warwick	429	None	Columbia Existing Easement	1123/49		DeWitt, Donald & Evon
110224	42-1-110.1	Warwick	Warwick	553	None	Columbia Existing Easement	1124/541		Kosen, Marie
110226	42-1-108.1	Warwick	Warwick	116	None	Columbia Existing Easement	1124/541		Veraldo, Terry & Elizabeth
110227	42-1-113	Warwick	Warwick	752	None	Columbia Existing Easement	1124/541		Chiffreller, Mary Ellen; Verhagen, Margaret
110228	42-1-114	Warwick	Warwick	827	None	Columbia Existing Easement	1124/541		Di Lascio, Phyllis; Mastroeni, Simone
110229	42-1-102	Warwick	Warwick	655	None	Columbia Existing Easement	1123/51		De Marmels, Marie Anna, et al.
110230	42-1-2.3	Warwick	Warwick	315	None	Columbia Existing Easement	1123/53		McConnell, James & Michele
110231	42-1-2.2	Warwick	Warwick	226	None	Columbia Existing Easement	1123/53		Perrone, Philip & Daniel T., Co-Trustees/Revocable Lifetime Trust of Daniel T. Perrone
110232	42-1-2.4	Warwick	Warwick	20	None	Columbia Existing Easement	1123/53		Abramson, Dona; Tarabour, Stuart
110232.10	42-1-2.2	Warwick	Warwick	243	None	Columbia Existing Easement	1123/53		Perrone, Philip & Daniel T., Co-Trustees/Revocable Lifetime Trust of Daniel T. Perrone
110233	42-1-2.1	Warwick	Warwick	330	None	Columbia Existing Easement	1123/53		Tawpash, Christine
110237	29-1-113	Warwick	Warwick	111	None	Columbia Existing Easement	11641/1942		Hollywood, Cliff J. & Laura A.

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110238.10	29-10-10	Warwick	Warwick	502	None	Columbia Existing Easement	11637/1342		Weintraub, Sherry Kramer
110238.13	29-10-4	Warwick	Warwick	44	None	Columbia Existing Easement	11641/1773		Azzopardi, Mark & Rita
110240	29-1-111	Warwick	Warwick	79	None	Columbia Existing Easement	11637/1170		McConnell, Edward & Mary
110241	29-1-76	Warwick	Warwick	236	None	Columbia Existing Easement	1123/55		Knobloch, Thomas
110242	29-1-75	Warwick	Warwick	266	None	Columbia Existing Easement	1123/55		Verhulp-Layton, Ellen A.
110243	29-1-74	Warwick	Warwick	310	None	Columbia Existing Easement	1123/55		Kozma, Don; Mazur, Bernadette
110244	29-1-71	Warwick	Warwick	351	None	Columbia Existing Easement	1123/55		Adele Grill Trust; Grill, Cynthia W.
110245	29-1-70	Warwick	Warwick	622	None	Columbia Existing Easement	1123/55		Krol, Fred & Deborah
110246	29-1-69	Warwick	Warwick	74	None	Columbia Existing Easement	1123/55		Schroeder, Warren E. & Evelyn A.
110248	29-1-25.22	Warwick	Warwick	125	None	Columbia Existing Easement	1123/55		Piccoli, Peter & Irene F.
110250	29-1-25.242	Warwick	Warwick	208	None	Columbia Existing Easement	1123/55		Zottola, Frank P. & Barbara A.
110251	29-1-25.241	Warwick	Warwick	21	None	Columbia Existing Easement	1123/55		Decker, Stephen L. & Linda R.
110252	29-1-21	Warwick	Warwick	442	None	Columbia Existing Easement	1140/535		Burkert, George & Anna
110254	31-2-91.2	Warwick	Warwick	40	None	Columbia Existing Easement	1124/538		Emmerich, Kurt & Karen
110268	31-2-109	Warwick	Warwick	1,082	None	Columbia Existing Easement	1124/533		Sandfort, John M. & Candace C.
110269	31-2-48	Warwick	Warwick	1,059	None	Columbia Existing Easement	1126/456		Sapanaro, Carol
110276	31-3-4.2	Warwick	Warwick	116	None	Columbia Existing Easement	1126/456		Padula, Michael J.

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110281	44-1-28.1	Warwick	Warwick	2,096	None	Columbia Existing Easement	3438/277		Town of Warwick
110286	44-1-48	Warwick	Warwick	264	None	Columbia Existing Easement	4007/220		Buckbee, Wisner H. & Gladys B
110288	44-1-48	Warwick	Warwick	389	None	Columbia Existing Easement	4007/220		Buckbee, Wisner H. & Gladys B
110291	44-1-128	Warwick	Warwick	186	None	Columbia Existing Easement	4007/216		Santopietro, Louis N. & Julie A.
110293	44-1-45.42	Warwick	Warwick	822	None	Columbia Existing Easement	4007/203		Loftus, Sean & Andrea
110294	44-1-45.41	Warwick	Warwick	597	None	Columbia Existing Easement	4007/212		Loftus, Sean & Andrea
110294.10	44-1-45.42	Warwick	Warwick	1,736	None	Columbia Existing Easement	4007/212		Loftus, Sean & Andrea
110295	55-1-15.2	Warwick	Warwick	2,067	None	Columbia Existing Easement	4007/208		Mabee, Raymond P. & Carol S.
110296	55-1-91	Warwick	Warwick	1,663	None	Columbia Existing Easement	4088/312		Buckbee, Albert W. II
110305	58-3-9	Warwick	Warwick	26	None	Columbia Existing Easement	4013/230		Malocsay, Eric
110306	58-1-1-1	Warwick	Warwick	2,746	None	Columbia Existing Easement	4088/321		Sunland State Corporation
110307	58-1-99	Warwick	Warwick	597	None	Columbia Existing Easement	1183/290		United States of America
110308	58-1-24.1	Warwick	Greenwood Lake	304	None	Columbia Existing Easement	1187/554		United States of America
110313	58-1-80.215	Warwick	Greenwood Lake	122	None	Columbia Existing Easement	1140/119		Vulpone, Anthony
110314	58-1-40.3	Warwick	Greenwood Lake	30	None	Columbia Existing Easement	1140/119		Antalocy, Robert J.
110316	58-1-80.211	Warwick	Greenwood Lake	200	None	Columbia Existing Easement	1140/121		Harris, Thomas
110320	58-1-41	Warwick	Greenwood Lake	61	None	Columbia Existing Easement	1140/119		Kilduff, John P.; Korz, Dolores A.

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110321	58-1-105.11	Warwick	Greenwood Lake	266	None	Columbia Existing Easement	1140/119		I Can Get It For You Wholesale Inc.
110323	58-1-39.224	Warwick	Greenwood Lake	328	None	Columbia Existing Easement	1140/119		Harmon, Sallie E.
110327	58-2-20	Warwick	Greenwood Lake	205	None	Columbia Existing Easement	1140/119		Perna, Andrew & Karen
110330	60-4-5.3	Warwick	Greenwood Lake	183	None	Columbia Existing Easement	1140/119		Kirby, Marchelle; Lewis, Kelvin M.
110331	60-4	Warwick	Greenwood Lake	17	None	Columbia Existing Easement	1140/19		Alexander Road Association, Inc.
110332	60-3-36	Warwick	Greenwood Lake	233	None	Columbia Existing Easement	1140/119		Gordon, Jhon C.
110335	60-3-4	Warwick	Greenwood Lake	191	None	Columbia Existing Easement	1140/119		Mateo, Edward R. & Rosann P.
110338	60-3	Warwick	Greenwood Lake	25	None	Columbia Existing Easement	1140/19		Alexander Road Association, Inc.
110339	58-2-11.22	Warwick	Greenwood Lake	243	None	Columbia Existing Easement	1140/119		Perry, Lewis B. Sr. & Yolanda W.
110339.10	58-2-29	Warwick	Greenwood Lake	224	None	Columbia Existing Easement	1140/119		Delisi, Richard
110340	58-2-6	Warwick	Greenwood Lake	498	None	Columbia Existing Easement	1140/119		Faulkner, Adelalde Frances
110343	58-2-7	Warwick	Greenwood Lake	406	None	Columbia Existing Easement	1140/119		Burton, Richard; Fornoff, Dawn
110263.01	31-2-66.2	Warwick	Warwick	N/A	None	Columbia Permanent Access Road	1124/535		Sanford, John W. III
110309.01	58-1-24.21	Warwick	Greenwood Lake	N/A	None	Columbia Permanent Access Road	4525/317		Sommer, Ronald H. & Catherine A.
110309.02	58-1-24.253	Warwick	Greenwood Lake	N/A	None	Columbia Permanent Access Road	4525/317		O'Brien, Christian
110309.03	58-1-24.251	Warwick	Greenwood Lake	N/A	None	Columbia Permanent Access Road	4525/317		Bernstein, Clifford M.; Brunoski, Elizabeth J.
110310.01	58-1-24.22	Warwick	Greenwood Lake	N/A	None	Columbia Permanent Access Road	4525/317		Fehrenbach, Erik; Walsh, Jennifer

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110310.02	58-1-24.24	Warwick	Greenwood Lake	N/A	None	Columbia Permanent Access Road	4525/317		Somesfalean, Vasile & Lacrimioara
110310.03	58-1-24.23	Warwick	Greenwood Lake	N/A	None	Columbia Permanent Access Road	4525/317		Saffioti, Thomas & Marcia
11016.02	25-1-5	Deerpark	Port Jervis	N/A	MPL Meter & Regulation Station	Fee Property	1905/29		Columbia Gas Transmission Corporation
11057	64-1-23	Deerpark	Port Jervis	150	Meter & Regulation Station	Fee Property	1137/398		Columbia Gas Transmission Corporation
110136	6-1-19	Minisink	Minisink	111	Main Line Valve Meter & Regulation Station	Fee Property	1137/401		Columbia Gas Transmission Corporation
110363	1-1-32	Tuxedo	Monroe-Woodbury	N/A	Meter & Regulation Station	Fee Property	1148/300		Columbia Gas Transmission Corporation
110329	58-2-19	Warwick	Greenwood Lake	201	Main Line Valve Meter & Regulation Station	Fee Property	1364/481		Columbia Gas Transmission Corporation
110362	1-1-33	Tuxedo	Monroe-Woodbury	N/A	MPL Main Line Valve	MPL Main Line Valve	12323/81		Cintichem, Inc.
11006	2-1-2	Deerpark	Port Jervis	1,218	None	MPL New Easement		Pending Acquisition	Gumaer, Thomas Jr.
11007	13-1-1	Deerpark	Port Jervis	1,787	None	MPL New Easement		Pending Acquisition	The Hartwood Club, Inc.
11012	26-1-1	Deerpark	Port Jervis	2,793	None	MPL New Easement		Pending Acquisition	Cahoonzie Club, Inc.
11014	26-1-1	Deerpark	Port Jervis	1,049	None	MPL New Easement		Pending Acquisition	Cahoonzie Club, Inc.
110182	11-1-21.2	Warwick	Warwick	1,317	None	MPL New Easement		Pending Acquisition	Patzelt, Douglas A. & Lauren

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110361.01	1-1-31	Tuxedo	Monroe- Woodbury	N/A	None	MPL Permanent Access Road	1135/452	Pending Acquisition	United Water South County Water, Inc.

Schedule B

Equipment

All machinery, apparatus, appliances, equipment, fittings, fixtures and furnishings and other property, including without limitation the property listed below, of every kind and nature whatsoever now or hereafter affixed to, located upon, appurtenant thereto or usable in connection with the present or future operation and occupancy of the Facility together with any replacements therefore to the extent acquired in the name of the Agency by the Company pursuant to the Agency appointment described in Section 2.2 herein or to the extent the Company conveys title to the Agency.

- 30" diameter pipe
- Pipe – Various other diameters
- Pipe fittings
- Valves
- Meters
- Regulators
- Heaters
- Meter buildings
- Concrete supports
- Electrical conduit and wire
- Test stations
- Line markers
- Sand padding material
- Sand bags (for trench breakers)
- Rectifiers
- Automation equipment
- Actuators
- Concrete (for supports)
- Rebar for concrete
- Inserts for concrete including anchor bolts
- Grounding cables and appurtenances
- Anodes for cathodic protection
- Junction boxes and other general electrical materials
- Gravel and rock for pipe underlayment, roads, and road and stream crossings
- Geotextile fabric for roads and stream crossings
- Culverts and other drainage accessories for road and stream crossings
- Environmental protection materials (silt fence, liners, traps, hay bales, curlex, jute netting, etc.)
- Drain tiles
- Specialized rigging equipment for material movement
- Operations and maintenance equipment (including motorized vehicles, cleaning pigs, etc.)
- Seed, lime, fertilizer

- Miscellaneous hardware
- Fencing and gates
- Personal protective equipment (hardhats, safety glasses, etc.)
- Drinking water containers
- Wiping rags
- Gasoline, diesel
- Office supplies and machines
- Road signs and traffic control devices
- Markers, paint sticks, spray paint
- Equipment mats
- Survey stakes
- Welding rod
- Small tools (files, gauges, torch kits, hooks, blocks, batteries, knives, pry bar, sledge hammers, measuring tapes)
- Tires
- Equipment repair parts
- Rental equipment (air compressors, frac tanks, generators, padding machines, bending machines, stump grinders, skidders, all terrain type vehicles, sheet piling hammers, coating equipment, clamps, vaculift, etc.)
- Office trailers, portable toilets