

WEST WARWICK ENERGY STORAGE 3 LLC

AND

ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

SUBLEASE AGREEMENT

DATED AS OF JULY 1, 2022

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the “*Sublease Agreement*”), is made and entered into as of July 1, 2022, by and between **WEST WARWICK ENERGY STORAGE 3 LLC** (the “*Company*”), a limited liability company organized under the laws of the State of Delaware, authorized to do business in the State of New York, with an office at 7 Times Square Tower, Suite 3504, New York, New York 10036 and **ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (the “*Agency*”), a public benefit corporation existing under the laws of the State of New York, with offices at the Orange County Business Accelerator, 4 Crotty Lane, Suite 100, New Windsor, New York 12553.

WITNESSETH:

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

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages, and towns in the State of New York and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip, and dispose of land and any buildings or other improvements, 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 purposes, in order to advance the job opportunities, health, general prosperity, and economic welfare of the people of the State of New York and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease or sell any or all of its properties, to mortgage and pledge any or all of its properties, whether then owned or thereafter acquired, and to pledge the revenues and receipts from the lease or sale thereof; and

WHEREAS, the Agency was created pursuant to and in accordance with the provisions of the Enabling Act by Chapter 390 of the Laws of 1972 of the State of New York (collectively with the Enabling Act, the “*Act*”) and is empowered under the Act to undertake the Project (as hereinafter defined); and

WHEREAS, the Agency, by resolution adopted on July 15, 2021, agreed, at the request of the Company to undertake a project (the “*Project*”) consisting of: (A)(i) the acquisition of a (sub)leasehold interest in an approximately 10,410.37 sq.ft. of land located at 28 Church Street, Warwick, New York (the “*Land*”) which is a portion of a larger approximately 29.2 acre parcel (bearing tax map no. 208-2-10); (ii) the construction of an approximate 17,500 sq.ft. 4MW/17.9MWh battery storage system, including an auxiliary switchboard and a metal enclosed switchgear located on the Land to service the local distribution grid, and provide improvements to the distribution systems' reliability and resiliency, as well as providing emission free energy to the residents of Orange County (collectively, the “*Facility*”); and (iii) the acquisition and installation in and on the Facility of furniture, fixtures and equipment, (the “*Equipment*” and together with the Land and the Facility, the “*Project Facility*”); (B) the granting of certain

financial assistance in the form of exemptions from State and local sales and use tax and real property tax (collectively, the "**Financial Assistance**"); (C) the appointment of the Company or its designee as an agent of the Agency in connection with the acquisition, construction, equipping and completion of the Project Facility; and (D) the acquisition of an interest in the Land and Facility by the Agency pursuant to a sublease agreement and the acquisition of an interest in the Equipment pursuant to a bill of sale from the Company to the Agency; and the (sub)sublease of the Project Facility back to the Company pursuant to a subleaseback agreement. The stored energy from the Project Facility will be utilized by Orange and Rockland Utilities, Inc.; and

WHEREAS, West Warwick Valley BBA LLC (the "**Owner**") is the current fee owner of the Land. The Company leases the Land from the Owner pursuant to a long-term Energy Storage Lease Agreement, dated March 23, 2021, with a term of 12 years (the "**Ground Lease**") and upon construction will be the fee owner of the Facility and the operator of the Project Facility; and

WHEREAS, the Agency proposes to assist the Company's acquisition, construction and equipping of the Project Facility, and grant the Financial Assistance to the Project by, among other things: (1) appointing the Company, or its designee, as its agent with respect to undertaking and completing the Project Facility; (2) accepting a subleasehold interest in the Land and Facility from the Company pursuant to this Sublease Agreement and acquiring an interest in the Equipment pursuant to a bill of sale from the Company; and (3) (sub)subleasing the Project Facility to the Company pursuant to the Subleaseback Agreement (as hereinafter defined); and

WHEREAS, the Agency now proposes to sublease the Land and Facility from the Company pursuant to the terms and conditions set forth herein; and

WHEREAS, all things necessary to constitute this Sublease Agreement a valid and binding agreement by and between the parties hereto in accordance with the terms hereof have been done and performed, and the creation, execution and delivery of this Sublease Agreement have, in all respects, been duly authorized.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows, to wit:

ARTICLE I RECITALS AND DEFINITIONS

1.0 RECITALS.

The foregoing recitals are incorporated herein by reference as if fully set forth hereinbelow.

1.1 DEFINITIONS.

For all purposes of this Sublease Agreement and any agreement supplemental thereto, all defined terms indicated by the capitalization of the first letter of such term shall have the meanings specified in the Table of Definitions which is attached to the Subleaseback

Agreement dated as of July 1, 2022 between the Agency and the Company (the "***Subleaseback Agreement***") as Exhibit "C" thereto except as otherwise expressly defined herein or the context hereof otherwise requires.

1.2 INTERPRETATION.

In this Sublease Agreement, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "herein," "hereunder," and any similar terms as used in this Sublease Agreement refer to this Sublease Agreement; the term "heretofore" shall mean before and the term "hereafter" shall mean after the date of this Sublease Agreement;

(b) Words of masculine gender shall mean and include correlative words of feminine and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa; and

(c) Any certificates, letters, or opinions required to be given pursuant to this Sublease Agreement shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law, or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Sublease Agreement.

ARTICLE II DEMISE; PREMISES; TERM

2.1 GRANTING.

The Company hereby leases to the Agency, and the Agency hereby leases from the Company, the Land and the Facility for the stated term for the rents, covenants and conditions set forth herein subject only to the Permitted Encumbrances.

2.2 DESCRIPTION OF PREMISES LEASED.

The leased premises is the Land described in the recitals of this Sublease Agreement and as more fully described on **Exhibit "A"** attached hereto.

2.3 TERM.

The Project is leased for a term which shall commence as of July 1, 2022 and shall end on the expiration or earlier termination of the Subleaseback Agreement.

2.4 MANDATORY CONVEYANCE.

At the expiration of the term hereof or any extension thereof by mutual agreement, or as otherwise provided in the Subleaseback Agreement, this Sublease Agreement shall automatically expire without any further action by the parties hereto. The Company hereby irrevocably designates the Agency as its attorney-in-fact, coupled with an interest, for the purpose of executing, delivering and recording terminations of leases and bill of sale together with any other documents therewith and to take such other and further actions reasonably

necessary to confirm the termination of the Agency's interest in the Project, all at the Company's sole cost and expense.

2.5 CONSIDERATION.

The Agency is paying to the Company concurrently with the execution hereof consideration of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Company.

2.6 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, validly existing and in good standing under the laws of Delaware, is authorized to do business in the State of New York, has the power to enter into this Sublease Agreement and the other Company Documents and to carry out its obligations hereunder and thereunder, and has duly authorized the execution, delivery, and performance of this Sublease Agreement and the other Company Documents.

(b) This Sublease Agreement and the other Company Documents constitute, or upon their execution and delivery in accordance with the terms thereof will constitute, valid and legally binding obligations of the Company, enforceable in accordance with their respective terms.

(c) The Company warrants that it has a valid, enforceable and marketable fee interest in the Land and the Facility and shall remain and retain such interests for the term of this Sublease Agreement unless otherwise consented to in writing by the Agency.

(d) Neither the execution and delivery of this Sublease Agreement and the other Company Documents, the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the provisions thereof will:

(1) Result in a breach of, or conflict with any term or provision in, the Company's Articles of Organization and/or Operating Agreement;

(2) Require consent under (which has not been heretofore received) or result in a breach of or default under any credit agreement, indenture, purchase agreement, mortgage, deed of trust indenture, commitment, guaranty or other agreement or instrument to which the Company is a party or by which the Company or any of its property may be bound or affected; or

(3) Conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction, or decree of any Governmental Authority or court (domestic or foreign) having jurisdiction over the Company or any of the property of the Company.

(e) So long as the Agency holds an interest in the Project Facility, the Project Facility is and will continue to be a “project” (as such quoted term is defined in the Act), and the Company will not take any action (or omit to take any action required by the Company Documents or which the Agency, together with Agency’s counsel, advise the Company in writing should be taken), or allow any action to be taken, which action (or omission) would in any way cause the Project Facility not to constitute a “project” (as such quoted term is defined in the Act).

(f) The Company shall cause all notices as required by law to be given and shall comply or cause compliance with all laws, ordinances, municipal rules, and regulations and requirements of all Governmental Authorities applying to or affecting the construction, equipping and operation of the Project Facility (the applicability of such laws, ordinances, rules, and regulations to be determined both as if the Agency were the owner of the Project Facility and as if the Company, were the owner of the Project Facility), and the Company will defend and save the Agency and its officers, members, agents (other than the Company), and employees harmless from all fines and penalties due to failure to comply therewith.

(g) The Company shall perform, or cause to be performed, for and on behalf of the Agency, each and every obligation of the Agency (which is within the control of the Company) under and pursuant to the Subleaseback Agreement, this Sublease Agreement and the other Company Documents and shall defend, indemnify, and hold harmless the Agency and its members, officers, agents (other than the Company), servants and employees from and against every expense, liability, or claim arising out of the failure of the Company to fulfill its obligations under the provisions of this Section 2.6.

(h) The Company shall maintain and insure the Project Facility. The Agency shall not be required to maintain the Project Facility or incur any costs with respect to the Project Facility. All insurance or condemnation proceeds shall be distributed and governed by the Subleaseback Agreement.

(i) The Company agrees that it will pay all taxes, or payments in lieu thereof (if applicable), to be assessed on, or charges or expenses incurred with respect to, the Project Facility during the lease term.

(j) The Company acknowledges, restates and affirms the obligations, representations, warranties and covenants set forth in Sections 2.2 and 11.12 of the Subleaseback Agreement as if fully set forth herein.

ARTICLE III DISPUTE RESOLUTION

3.1 GOVERNING LAW.

This Sublease Agreement shall be governed in all respects by the laws of the State of New York.

3.2 WAIVER OF TRIAL BY JURY.

THE COMPANY AND THE AGENCY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY DISPUTE ARISING UNDER THIS SUBLEASE AGREEMENT, AND THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS SUBLEASE AGREEMENT.

ARTICLE IV MISCELLANEOUS CLAUSES

4.1 NOTICES.

All notices, certificates, and other communications hereunder shall be in writing, shall be sufficiently given, and shall be deemed given when (a) sent to the applicable address stated below by registered or certified mail, return receipt requested, and actually received by the intended recipient or by overnight courier or such other means as shall provide the sender with documentary evidence of such delivery, or (b) delivery is refused by the addressee as evidenced by the affidavit of the Person who attempted to effect such delivery. The addresses to which notices, certificates, and other communications hereunder shall be delivered are as follows:

(a) To the Agency: Orange County Industrial Development Agency
Orange County Business Accelerator
4 Crotty Lane, Suite 100
New Windsor, New York 12553
Attn: William Fioravanti, Chief Executive Officer

With a copy to: Bousquet Holstein PLLC
110 West Fayette Street, Suite 1000
Syracuse, New York 13202
Attn: Susan R. Katzoff, Esq.

(b) To the Company: West Warwick Energy Storage 3 LLC
7 Times Square Tower, Suite 3504
New York, New York 10036
Attn: Frank Genova

With a copy to: Hodgson Russ LLP
140 Pearl Street, Suite 100
Buffalo, New York 14202
Attn: Daniel Spitzer, Esq.

4.2 NO RECOURSE UNDER THIS SUBLEASE AGREEMENT.

No provision, covenant or agreement contained herein, in any other agreement entered into in connection herewith, or any obligations herein imposed, upon the Agency, or any breach thereof, shall constitute or give rise to or impose upon the Agency, a debt or other pecuniary liability or a charge upon its general credit, and all covenants, stipulations, promises, agreements and obligations of the Agency contained in this Sublease Agreement shall be deemed

to be the covenants, stipulations, promises, agreements and obligations of the Agency, and not of any member, director, officer, employee or agent of the Agency in his individual capacity.

4.3 ENTIRE AGREEMENT.

This Sublease Agreement contains the entire agreement between the parties and all prior negotiations and agreements are merged in this Sublease Agreement. This Sublease Agreement may not be changed, modified or discharged, in whole or in part, except by a written instrument executed by the party against whom enforcement of the change, modification or discharge is sought.

4.4 AGENCY REPRESENTATIONS.

The Company expressly acknowledges that neither the Agency nor the Agency's directors, members, employees or agents has made or is making, and the Company, in executing and delivering this Sublease Agreement, is not relying upon warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Sublease Agreement, and no rights, easements or licenses are or shall be acquired by the Company by implication or otherwise unless expressly set forth in this Sublease Agreement.

4.5 BINDING EFFECT.

This Sublease Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

4.6 PARAGRAPH HEADINGS.

Paragraph headings are for convenience only and shall not affect the construction or interpretation of this Sublease Agreement.

4.7 CONSENT TO SUBLEASEBACK AGREEMENT; SUBORDINATION.

The Company hereby consents to the sublease by the Agency of the Project Facility to the Company pursuant to the Subleaseback Agreement. The Company acknowledges and agrees that this Sublease Agreement and the Subleaseback Agreement shall be subordinate in all respects to the Mortgage, if any.

4.8 HOLD HARMLESS PROVISIONS.

(a) The Company hereby releases the Agency and its members, officers, agents, and employees from, agree that the Agency and its members, officers, agents, and employees shall not be liable for, and agrees to indemnify, defend, and hold the Agency and its members, officers, agents, and employees harmless from and against any and all claims arising as a result of the Agency's undertaking of the Project, including, but not limited to:

(1) Liability for loss or damage to Project Facility or bodily injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the

Project Facility, or arising by reason of or in connection with the occupation or the use thereof, or the presence on, in, or about the Project Facility;

(2) Liability arising from or expense incurred by the Agency's acquisition of a leasehold interest in the Project Facility and the subleasing of the Project Facility, including, without limiting the generality of the foregoing, all liabilities or claims arising as a result of the Agency's obligations under the Subleaseback Agreement, the Sublease Agreement or the Mortgage;

(3) All claims arising from the exercise by the Company of the authority conferred upon it and performance of the obligations assumed under Article II hereof;

(4) All causes of action and attorneys' fees and other expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities, or expenses of the Agency are not incurred or do not result from the intentional wrongdoing of the Agency or any of its members, officers, agents, or employees.

The foregoing indemnities shall apply notwithstanding the fault or negligence (other than gross negligence or willful misconduct) on the part of the Agency or any of its officers, members, agents, servants, or employees and irrespective of any breach of statutory obligation or any rule of comparative or apportional liability.

(b) In the event of any claim against the Agency or its members, officers, agents, or employees by any employee of the Company, or any contractor of the Company, or anyone directly or indirectly employed by any of them, or any one for whose acts any of them may be liable, the obligations of the Company hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Company such contractor under workers' compensation laws, disability benefit laws, or other employee benefit laws.

(c) Notwithstanding any other provisions of this Sublease Agreement, the obligations of the Company pursuant to this Section 4.8 shall remain in full force and effect after the termination of the Subleaseback Agreement and this Sublease Agreement until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action, or prosecution relating to the matters herein described may be brought, and the payment in full or the satisfaction of such claim, cause of action, or prosecution, and the payment of all expenses and charges incurred by the Agency, or its officers, members, agents (other than the Company), or employees, relating thereto.

(d) For purposes of this Section 4.8, the Company shall not be deemed to constitute an employee, agent or servant of the Agency or a person under the Agency's control or supervision.

4.9 NO RECOURSE; SPECIAL OBLIGATION.

The obligations and agreements of the Agency contained herein and in the other Agency Documents and in any other instrument or document executed in connection herewith or therewith, and any instrument or document supplemental hereto or thereto, shall be deemed the obligations and agreements of the Agency and not of any member, officer, agent, or employee of the Agency in his individual capacity; and the members, officers, agents, and employees of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby. The obligations and agreements of the Agency contained herein or therein shall not constitute or give rise to an obligation of the State New York or of Orange County, and neither the State of New York nor Orange County shall be liable hereon or thereon. Further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency, payable solely from the revenues of the Agency derived, and to be derived from, the lease, sale, or other disposition of the Project Facility, other than revenues derived from or constituting Unassigned Rights. No order or decree of specific performance with respect to any of the obligations of the Agency hereunder or thereunder shall be sought or enforced against the Agency unless:

(a) The party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and thirty (30) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or if compliance therewith would reasonably be expected to take longer than thirty (30) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period; and

(b) If the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such reasonable fees and expenses; and

(c) If the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents, or employees shall be subject to potential liability, the party seeking such order or decree shall: (1) agree to indemnify and hold harmless the Agency and its members, officers, agents, and employees against any liability incurred as a result of its compliance with such demand; and (2) if requested by the Agency, furnish to the Agency satisfactory security to protect the Agency and its members, officers, agents, and employees against all liability expected to be incurred as a result of compliance with such request.

Any failure to provide notice, indemnity, or security to the Agency pursuant to this Section 4.9 shall not alter the full force and effect of any Event of Default under the Subleaseback Agreement.

(d) For purposes of this Section 4.9, the Company shall not be deemed to constitute an employee, agent or servant of the Agency or a person under the Agency's control or supervision.

4.10 MERGER OF AGENCY.

(a) Nothing contained in this Sublease Agreement shall prevent the consolidation of the Agency with, or merger of the Agency into, or assignment by the Agency of its rights and interests hereunder to any other body corporate and politic and public instrumentality of the State of New York, or political subdivision thereof, which has the legal authority to perform the obligations of the Agency hereunder, provided that upon any such consolidation, merger, or assignment, the due and punctual performance and observance of all the agreements and conditions of this Sublease Agreement to be kept and performed by the Agency shall be expressly assumed in writing by the public instrumentality or political subdivision resulting from such consolidation or surviving such merger or to which the Agency's rights and interests hereunder shall be assigned.

(b) As of the date of any such consolidation, merger, or assignment, the Agency shall give notice thereof in reasonable detail to the Company. The Agency shall promptly furnish to the Company such additional information with respect to any such consolidation, merger, or assignment as the Company reasonably may request.

(c) So long as any leasehold or sub-leasehold mortgage is in existence, unless all mortgagees shall otherwise expressly consent in writing, fee title to the Land and the Facility and the leasehold estate of the Agency therein created by this Sublease Agreement shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by Company or by Agency or by third party, by purchase or otherwise.

4.11 EXECUTION OF COUNTERPARTS.

This Sublease 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.

4.12 EVENT OF DEFAULT.

A default in the performance or the observance of any covenants, conditions, or agreements on the part of the Company in this Sublease Agreement, the Subleaseback Agreement or the Project Agreement.

4.13 REMEDIES.

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

(a) Terminate the Sublease Agreement; or

(b) Take any other action at law or in equity, which may appear necessary or desirable to collect any amounts then due, or thereafter to become due, hereunder.

4.14 AMENDMENTS, CHANGES AND MODIFICATIONS.

This Sublease Agreement may not be amended, changed, modified, altered, or terminated except by an instrument in writing signed by the parties hereto.


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IN WITNESS WHEREOF, the Company and the Agency have duly executed this Sublease Agreement, as of the day and year first above written.

WEST WARWICK ENERGY STORAGE 3 LLC

By: Convergent West Warwick LLC
its sole member

By: Convergent Energy and Power LP,
its sole member

By: 
Frank Genova, President

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
William Fioravanti, Chief Executive Officer

IN WITNESS WHEREOF, the Company and the Agency have duly executed this Sublease Agreement, as of the day and year first above written.

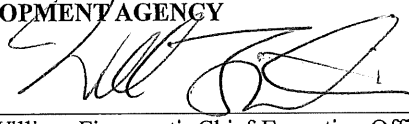
WEST WARWICK ENERGY STORAGE 3 LLC

By: Convergent West Warwick LLC
its sole member

By: Convergent Energy and Power LP,
its sole member

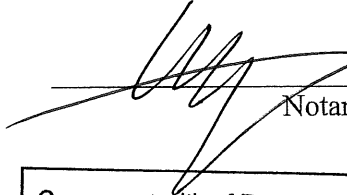
By: _____
Frank Genova, President

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By:  _____
William Fioravanti, Chief Executive Officer

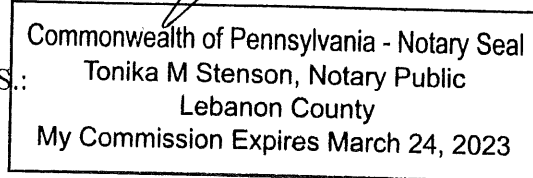
COMMONWEALTH OF PENNSYLVANIA)
) SS.:
COUNTY OF LEBANON)

On the 14th day of July, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **Frank Genova**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)



On this _____ day of July, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **William Fioravanti**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF)
) SS.:
COUNTY OF)

On the ____ day of July, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **Frank Genova**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

On this 7th day of July, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared **William Fioravanti**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Kelly A. Reilly
Notary Public

KELLY A. REILLY
Notary Public, State of New York
Registration #01RE6256838
Qualified In Ulster County
Commission Expires March 5, 2024

EXHIBIT A

LEGAL DESCRIPTION FOR PROPOSED LEASE AREA 'ES3' TAX NO. 208-2-10

**VILLAGE & TOWN OF WARWICK, COUNTY OF ORANGE, STATE OF NEW YORK
WARWICK VALLEY BBA, LLC
(REPUTED OWNERS)**

Lease Area – ES3

All that certain tract or piece of land situate in the Village & Town of Warwick, County of Orange, State of New York, intended to describe a proposed lease area over the lands now or formerly of Warwick Valley BBA, LLC (reputed owner) by deed recorded on April 19, 2012 in Liber 13338 of deeds at Page 1292, designated as Tax No. 208-2-10, bounded and described as follows:

Commencing at a point in the east right of way line Forester Avenue (60' wide) at the intersection of lands belonging to said Warwick Valley BBA, LLC (reputed owner) on the south, and lands belonging to ANDI 3, LLC (reputed owner) (L.14523, P.186) (Tax No. 208-2-7.22) on the north;

Thence North 74°40'51" East, through the lands of said Warwick Valley BBA, LLC (reputed owner) a distance of 1150.06 feet to the Point of Beginning, being the southwest corner of the proposed lease parcel;

Thence through the lands of said Warwick Valley BBA, LLC (reputed owner) the following four (4) courses and distances:

1. North 16°24'12" West, a distance of 81.95 feet to a point;
2. North 73°35'48" East, a distance of 127.03 feet to a point;
3. South 16°24'12" East, a distance of 81.95 feet to a point;
4. South 73°35'48" West, a distance of 127.03 feet to the Point of Beginning, containing 10,410.37 square feet, more or less