

LEASEBACK TO COMPANY

THIS LEASEBACK TO COMPANY (“Leaseback Agreement”), made as of the 6th day of September, 2024 by and between the COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having its principal offices at 548 Broadway, Monticello, New York 12701 (“Agency”) and FAY HOSPITALITY CATSKILLS LLC, a Delaware limited liability company with offices located at c/o Fay US Investments Corporation, 1185 Avenue of the Americas, 3rd Floor, New York, New York 10036 (“Company”)

RECITALS

WHEREAS, the Agency was created by Chapter 560 of the Laws of 1970 of the State of New York (“State”) pursuant to Title I of Article 18-A of the (General Municipal Law of the State of New York (collectively referred to as the “Enabling Act”) as a body corporate and politic and as a public benefit corporation of 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, the Agency is empowered under the Act to undertake the providing of financing and taking of title or a leasehold interest in the Project (as described below); and

WHEREAS, on or about August 6, 2024, the Company presented an application to the Agency (“Application”), a copy of which is on file at the office of the Agency, requesting that the Agency consider undertaking a project consisting of the: (i) acquisition, renovation, rehabilitation, installation and equipping of the existing Villa Roma Resort and Conference Center including but not limited to (a) a resort hotel including 139 guest rooms with amenities (“Resort Hotel”); (b) an 18 hole golf course with driving range (“Golf Course”); (c) a golf clubhouse and pro shop (“Golf Clubhouse”); (d) a ski area (“Ski Area”); and (e) multiple pool areas, restaurants, a fitness center, and numerous other recreational facilities (“Related Facilities,” and together with the Resort Hotel, the Golf Course, the Golf Clubhouse, and the Ski Area, the “Resort and Conference Center”) situate on fourteen (14) parcels of real estate consisting of approximately 462 acres located at Villa Roma Road, County Road 164, and Polster Road, Town of Delaware (“Town”), County of Sullivan (“County”), State of New York and identified on the Town tax map as Section 5, Block

1, Lot 26.2; Section 20, Block 1, Lots 7.1, 8.2, 8.3, 9.1, 9.4, 9.6, 9.8, 9.9, 9.10, 11.3, 11.4, 12.6, and 14.2 (“Land”); (ii) acquisition and installation thereon and therein of certain furniture, fixtures, machinery, equipment and tools (“Equipment”); (iii) renovation and rehabilitation of improvements to the Resort and Conference Center, the Land and the Equipment (collectively, the Resort and Conference Center, the Land and the Equipment are referred to as the “Project”); and (iv) lease of the Project from the Agency to the Company; and

WHEREAS, by resolution, dated September 4, 2024, the Agency authorized (i) the Company to act as its agent for the purposes of acquiring, renovating, rehabilitating, installing and equipping the Project; (ii) negotiate and enter into an Agent Agreement (as hereinafter defined), the Lease to Agency (“Lease”), this Leaseback Agreement and the Payment in Lieu of Taxation Agreement (“PILOT Agreement”), all of even date herewith, with the Company; (iii) hold a leasehold interest in the Land, the improvements and personal property thereon which constitute the Project; and (iv) provide financial assistance to the Company in the form of (a) sales tax exemption for purchases related to the renovation, rehabilitation, installation and equipping of the Project; (b) a real property tax abatement on increased value resulting from improvements to the Land through the PILOT Agreement; and (c) a mortgage tax exemption for financing related to the Project; and

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

WHEREAS, the Company has agreed with the Agency, on behalf of the Agency and as the Agency's agent, to acquire, renovate, rehabilitate, install and equip the Project in accordance with the Application presented to the Agency; and

WHEREAS, the Agency proposes to lease the Project to the Company and the Company desires to rent the Project from the Agency, upon the terms and conditions hereinafter set forth in this Leaseback Agreement subject to the terms of that certain PILOT Agreement.

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

ARTICLE I

REPRESENTATIONS AND COVENANTS

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

- (b) The Agency has been duly authorized to execute and deliver this Leaseback Agreement.
- (c) The Agency will take or has taken a leasehold interest in the Project, lease the Project to the Company pursuant to this Leaseback Agreement and designate the Company as its agent for purposes acquiring, renovating, rehabilitating, installing and equipping of the Project, all for the purpose of promoting the industry, health, welfare, convenience and prosperity of the inhabitants of the State and the County and improving their standard of living.
- (d) Neither the execution and delivery of this 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, renovate, rehabilitate, install and equip the Project and the related jobs resulting therefrom in the County.

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

- (a) The Company is a limited liability company duly organized, existing and in good standing under the laws of the State of Delaware; is duly authorized to transact business in New York; has the authority to enter into this Lease Agreement; and has duly authorized the execution and delivery of this Lease Agreement.
- (b) Neither the execution and delivery of this Leaseback Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Leaseback Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.
- (c) The acquisition, renovation, rehabilitation, installation and equipping of the Project and the leasing thereof by the Agency to the Company will not result in the removal of an industrial or manufacturing plant, facility or other commercial activity from one area of the State to another area of the State nor result in the abandonment of

one or more commercial or manufacturing plants or facilities located within the State.

- (d) The Project and the operation thereof will conform with all applicable zoning, planning, building and environmental laws and regulations of governmental authorities having jurisdiction over the Project, and the Company shall defend, indemnify and hold the Agency harmless from any liability or expenses resulting from any failure by the Company to comply with the provisions of this subsection (d) and subsection (g) and (h) below.
- (e) The Company has caused to be transferred to the Agency a 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 in which an adverse result would in any way diminish or adversely impact on the Company's ability to fulfill its obligations under this Leaseback Agreement.
- (g) The Company covenants (i) that the Project will comply in all respects with all applicable environmental laws and regulations, (ii) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist on the Project except in compliance with all applicable laws, (iii) the Company will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances onto the Project or onto any other property, (iv) that no asbestos will be incorporated into or disposed of on the Project, (v) that no underground storage tanks will be located on the Project except in full compliance at all times with all applicable laws, rules, and regulations, and (vi) that no investigation, order, agreement, notice, demand or settlement with respect to any of the above is threatened, anticipated, or in existence. The Company upon receiving any information or notice contrary to the representations contained in this Section (g) shall immediately notify the Agency in writing with full details regarding the same. The Company hereby releases the Agency from liability with respect to, and agrees to defend, indemnify, and hold harmless the Agency, its chief executive officer, executive director, directors, officers, employees, members, agents (except the Company), representatives, and their respective successors and assigns and personal representatives from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorneys' fees) related in any way to any violation of the covenants or failure to be accurate of the representations contained in this Section (g). In the event the Agency in its reasonable discretion deems it necessary to perform due diligence with respect to any of the above, or to have an environmental audit performed with respect to the Project, the Company agrees to pay the expenses of same to the Agency upon demand, and agrees that upon failure to do so, its obligation for such expenses shall be deemed to be additional rent.

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

ARTICLE II

DEMISING CLAUSES AND RENTAL PROVISIONS

- 2.1. Agreement to Transfer Leasehold Interest to Agency. The Company has leased and demised or has caused to be leased and demised to the Agency a leasehold interest in the Land as more particularly described on Schedule A attached hereto, including any buildings, structures or improvements thereon, and the Company has or will convey to the Agency all of its interest in the furniture, fixtures, machinery and equipment described in Schedule B. The Company agrees the Agency's interest in the Project resulting from said transfers and/or conveyances will be sufficient for the purposes intended by this Leaseback Agreement and agrees that it will defend, indemnify and hold the Agency harmless from any expense or liability or loss or damage arising out of a defect in title or a lien adversely affecting the Project and will pay all reasonable expenses incurred by the Agency in defending any action respecting title to or a lien affecting the Project.
- 2.2. Acquisition, Renovation, Rehabilitation, Installation and Equipping of the Project. The Company, as agent for the Agency, will acquire, renovate, rehabilitate, install and equip the Project. The Company shall operate the facility as agent of Agency under the terms of the Agent and Project Agreement, dated as of September 6, 2024 (“Agent Agreement”). The Company hereby covenants and agrees to annually file with the State Department of Taxation and Finance the statement required by General Municipal Law Section 874(8) concerning the value of sales tax exemptions claimed.
- 2.3. Demise of Project. The Agency hereby transfers, leases and demises to the Company all its right, title and interest in and to a certain Lease, by and between the Company and the Agency, a copy of which is attached hereto as Exhibit A, whereby the Company granted to the Agency a leasehold interest in the Land as more particularly described in Schedule A hereto, including any buildings, structures or improvements thereon constituting the Project and the Company hereby rents and leases the Project from the Agency upon the terms and conditions of this Leaseback Agreement.

2.4. Remedies to be Pursued Against Contractors and Subcontractors and its Sureties. In the event of a default by any contractor, subcontractor or any other person under any contract made by it in connection with the Project or in the event of a breach of warranty or other liability with respect to any materials, workmanship, or performance, or guaranty, the Company at its expense, either separately or in conjunction with others, may pursue any and all remedies available to them and the Agency, as appropriate, against the contractor, subcontractor, manufacturer, supplier or other person so in default and against such surety for the performance of such contract. The Company in its own name or in the name of the Agency, may prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor, manufacturer, supplier or surety or other person which is reasonably necessary, and in such events the Agency, at the Company's expense, hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the Agency (including, but not limited to, reasonable attorneys' fees) in any such action or proceeding.

2.5. Duration of Lease Term; Quiet Enjoyment.

- (a) The Agency shall deliver to the Company sole and exclusive possession of the Project (subject to the provisions hereof) and the leasehold estate created hereby shall commence on the date hereof.
- (b) The leasehold estate created hereby shall terminate at 11:59 P.M. on February 1, 2040, or on such earlier date as may be permitted by Section 8.1 hereof.
- (c) The period commencing on the date described in Section 2.5(a) herein through the date described in Section 2.5(b) herein shall be herein defined as the "Lease Term".
- (d) The Agency shall, subject to the provisions hereof, neither take nor suffer nor permit any action, other than pursuant to Articles VII or VIII of this Leaseback Agreement, to prevent the Company during the Lease Term from having quiet and peaceable possession and enjoyment of the Project and will, at the request of the Company and at the Company's cost, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Project as hereinabove provided.

2.6. Rents and Other Consideration. The rental obligations during the Lease Term are hereby reserved and the Company shall pay rent for the Project as follows:

- (a) Upon execution of this Leaseback Agreement, the sum of FOUR THOUSAND SEVEN HUNDRED FIFTY and 00/100 (\$4,750.00) Dollars and on or before February 1, 2025 and on February 1st of each calendar year thereafter during the Lease Term the sum of TWELVE THOUSAND and 00/100 (\$12,000.00) Dollars annually.

- (b) In addition to the payments of rent pursuant to Section 2.6(a) hereof, throughout the Lease Term, the Company shall pay to the Agency as additional rent, within thirty (30) days of the receipt of demand therefor, an amount equal to the sum of the expenses of the Agency and the members thereof incurred (i) for the reason of the Agency's leasehold interest in the Project or its leasing of the Project to the Company and (ii) in connection with the carrying out of the Agency's duties and obligations under this Leaseback Agreement.
- (c) The Company agrees to make the above-mentioned payments, without any further notice, in lawful money of the United States of America as, at the time of payment, shall be legal tender for the payment of public or private debts. In the event the Company shall fail to timely make any payment required in this Section 2.6, the Company shall pay the same together with interest from the date said payment is due at the rate of twelve percent (12%) per annum.

2.7. Obligations of the Company Hereunder Unconditional. The obligations of the Company to make the payments required in Section 2.6 hereof and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Company and shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it may otherwise have against the Agency. The Company agrees it will not (i) suspend, discontinue or abate any payment required by Section 2.6 hereof, (ii) fail to observe any of its other covenants or agreements in this Leaseback Agreement or (iii) except as provided in Section 8.1 hereof, terminate this Leaseback Agreement for any cause whatsoever including, without limiting the generality of the foregoing, failure to complete the Project, or any defect in the design, operation, merchantability, fitness or condition of the Project or in the suitability of the Project for the Company's purposes and needs, or failure of consideration, destruction of or damage to the Project, commercial frustration of purpose, or the taking by condemnation of the use of all or any part of the Project, any change in the tax or other laws of the United States of America or administrative rulings of or administrative actions by the State or any political subdivision of either, or any failure of the Agency to perform and observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or in connection with this Leaseback Agreement, or otherwise. Subject to the foregoing provisions, nothing contained in this Section 2.7 shall be construed to release the Agency from the performance of any of the agreements on its part contained in this Leaseback Agreement or to affect the right of the Company to seek reimbursement, and in the event the Agency should fail to perform any such agreement, the Company may institute such separate action against the Agency as the Company may deem necessary to compel performance or recover damages for nonperformance, and the Agency covenants that it will not, subject to the provisions of Section 5.2 hereof, take any action that will adversely affect the Project or that will otherwise adversely affect the rights of estates of the Company hereunder, except upon written consent of the Company. None of the foregoing shall relieve the Company of its obligations under Section 5.2 hereof.

ARTICLE III

MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE

3.1. Maintenance and Modifications of Project by the Company.

- (a) The Company shall not abandon the Project or cause or permit any waste to the Project. The Company agrees that during the Lease Term it will (i) keep the Project in reasonably safe condition; (ii) make all necessary repairs and replacements to the Project (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen); (iii) use and maintain the Project in a sound and prudent manner; and (iv) operate the Project such that it continues to qualify under the Act and pursuant to the terms contained herein. The Company will indemnify, defend and hold the Agency harmless from any liability or expenses from the failure by the Company to comply with this subsection (a).
- (b) The Company, at its own expense, and without the prior written approval of the Agency from time to time may make any structural additions, modifications or improvements to the Project or any addition, modifications or improvements to the Project or any part thereof which it may deem desirable for its business purposes and uses that do not adversely affect the structural integrity or impair the operating efficiency of the Project or substantially change the nature of the Project. All such structural additions, modifications or improvements so made by the Company shall become a part of the Project; provided, however, the Company shall not be qualified for a sales and use tax exemption when making said additions, modifications or improvements except to the extent (i) the Company is acting as agent for the Agency under an Agent Agreement between the Agency and the Company that contemplates said additions, modifications or improvements or (ii) as otherwise provided by law. The Company agrees to deliver to the Agency all documents that may be necessary or appropriate to transfer to the Agency a leasehold interest in the Project.

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

3.3. Taxes, Assessments and Utility Charges.

- (a) The Company agrees to pay, as the same respectively become due, (i) all taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Project and any machinery, equipment or with respect to the Project 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 Project; (ii) all payments under 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 Project; 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 Lease Term.
- (b) The Company, at its own expense, may in good faith contest any such taxes, assessments and other charges. In the event of any such contest, the Company may, with prior written notice to the Agency, permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, unless the Agency reasonably requests payment prior to settlement.

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

- (a) Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the Project, exclusive of excavations and foundations, as determined by a recognized appraiser or insurer selected by the Company.
- (b) Worker's Compensation insurance, disability benefits insurance, and each other form of insurance which the Agency or the Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Project.
- (c) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract (including the contractual liability assumed by the Company under Section 5.2 hereof) and arising from personal injury and death or damage to the

property of others caused by any accident or occurrence, with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Company by any applicable Worker's Compensation Law; and a blanket excess liability policy in the amount not less than \$2,000,000, protecting the Company against any loss or liability or damage for personal injury or property damage.

3.5. Additional Provisions Respecting Insurance.

- (a) All insurance required by Section 3.4 hereof shall name the Agency as an additional insured. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Company (and reasonably satisfactory to the Agency) and authorized to write such insurance in the State. Such insurance may be written with deductible amounts not exceeding TEN THOUSAND and 00/100 (\$10,000.00) Dollars. All policies of insurance shall be primary and non-contributory. All policies evidencing such insurance shall provide for (i) payment of the losses of the Company and the Agency as their respective interest may appear, and (ii) at least thirty (30) days written notice of the cancellation thereof to the Company and the Agency.
- (b) All such certificates of insurance of the insurers that such insurance is in force and effect, shall be deposited with the Agency on or before the commencement of the term of this Leaseback Agreement. Prior to expiration of the policy evidenced by said certificates, the Company shall furnish the Agency evidence that the policy has been renewed or replaced or is no longer required by this Leaseback Agreement.

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

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

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

ARTICLE IV

DAMAGE, DESTRUCTION AND CONDEMNATION

4.1. Damage or Destruction.

- (a) If the Project shall be damaged or destroyed (in whole or in part) at any time during the Lease Term:
 - (i) the Agency shall have no obligation to replace, repair, rebuild or restore the Project;
 - (ii) there shall be no abatement or reduction in the amounts payable by the Company under this Leaseback Agreement; and
 - (iii) except as otherwise provided in subsection (b) of this Section 4.1, the Company shall promptly replace, repair, rebuild or restore the Project 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 Project as if the same were specifically described herein.

- (b) The Company shall not be obligated to replace, repair, rebuild or restore the Project, 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.

4.2. Condemnation.

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

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

- (i) restore the Project (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 Project subject to Agency consent.

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

- (b) The Company shall not be obligated to restore the Project 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 Project. In no event shall the Agency voluntarily settle, or consent to the settlement of, any condemnation proceeding with respect to the Project without the written consent of the Company.
- (d) The Company hereby waives the provisions of Real Property Law Section 227 or any law of like import now or hereafter in effect.

4.3. Condemnation of the Company-Owned Property. The Company shall be entitled to the proceeds of any condemnation award or portion thereof made for damage to or taking of any property which, at the time of such damage or taking, is not part of the Project.

ARTICLE V

SPECIAL COVENANTS

- 5.1. No Warranty of Condition or Suitability by the Agency. THE AGENCY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE PROJECT OR THAT IT IS OR WILL BE SUITABLE FOR THE COMPANY'S PURPOSES OR NEEDS.
- 5.2. Hold Harmless Provisions. To the fullest extent permitted by law, the Company hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold harmless the Agency, its chief executive officer, executive

director, directors, officers, employees, members, agents (except the Company), representatives, and their respective successors and assigns and personal representatives from and against any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Project or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Project or (ii) liability arising from or expense incurred by the Agency's financing, constructing, equipping and leasing of the Project to the Company, including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions that may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the breach of a statutory obligation or the application of any rule of comparative or apportioned liability. The foregoing obligations of the Company shall remain in full force and effect after the termination of this Leaseback Agreement.

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

contest and any appeal therefrom. The Company shall give prompt notice of the foregoing to the Agency.

5.7. Discharge of Liens and Encumbrances.

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

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

ARTICLE VI

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

6.1. Restriction on Transfer of Project. Except as otherwise specifically provided in this Article VI and except for the granting of a mortgage interest and security interests to lenders designated by the Company ("Lender") under a mortgage, security agreement and/or assignment of leases and rents in a form acceptable to the Agency, Lender and the Company, for purposes of acquiring, renovating, rehabilitating, installing, equipping and financing the Project along with all modifications, substitutions and/or restatements thereof with the Lender or its successors and/or assigns the Agency shall not transfer, encumber or otherwise dispose of the Project or any part thereof or any of its rights under this Leaseback Agreement, without the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed. Under no circumstances shall the Agency be required to mortgage, grant a security interest in or assign its rights to receive the rentals described in Section 2.6 hereof or its rights to be indemnified under Sections 1.2(e), 1.2(h), 2.1, 3.1(a) and 5.2 herein (collectively referred to as "Unassigned Rights").

6.2. Removal of Equipment.

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

6.3. Maintaining Existence and Assignment and Subleasing.

- (a) The Company agrees during the Lease Term, it will maintain its existence, will not dissolve, liquidate or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another entity or permit one or more entities to consolidate with or merge into it, without the prior written consent of the Agency which consent will not be unreasonably withheld or delayed in each instance.
- (b) This Leaseback Agreement may not be assigned in whole or in part, and the Project may not be subleased, in whole or in part, without the prior written consent of the Agency in each instance. A transfer in excess of fifty (50%) percent of the equity voting interests of the Company or any other material change to the management of the Company shall be deemed an assignment and require the prior written consent of the Agency. Any assignment or subleases shall be on the following conditions, as of the time of each assignment and sublease:
 - (i) no assignment or sublease shall relieve the Company from primary liability for any of its obligations hereunder;
 - (ii) the assignee shall assume the obligations of the Company hereunder to the extent of the interest assigned;
 - (iii) the sublessee shall take its interest subject to this Leaseback Agreement, however the sublessee shall not be required to assume the obligations of the Company hereunder;

- (iv) the Company shall, within ten (10) days after the delivery thereof, furnish or cause to be furnished to the Agency a true and complete copy of such assignment or sublease and the instrument of assumption; and
 - (v) the Project shall continue to constitute a "project" as such quoted term is defined in the Act.
- (c) If the Agency shall so request, as of the purported effective date of any assignment or sublease pursuant to subsection (a) of this Section 6.3, the Company at its cost shall furnish to the Agency with an opinion, in form and substance satisfactory to the Agency as to items (i), (ii) and (iv) above.

ARTICLE VII

DEFAULT

7.1. Events of Default Defined.

- (a) Each of the following shall be an "Event of Default" under this Leaseback Agreement:
 - (i) If the Company fails to pay the amounts required to be paid pursuant to Sections 2.6, 3.3 or 3.7 hereof and such failure shall have continued for a period of ten (10) days after the Agency gives written notice of such failure to the Company;
 - (ii) If there is any purposeful, willful and knowing breach by the Company of any of its other agreements or covenants set forth in this Leaseback Agreement that shall have continued for a period of ten (10) days after the Agency gives written notice of such breach to the Company;
 - (iii) If there is any failure by the Company to observe or perform any other covenant, condition or agreement required by this Leaseback Agreement to be observed or performed and such failure shall have continued for a period of thirty (30) days after the Agency gives written notice to the Company, specifying that failure and stating that it be remedied, or in the case of any such default which can be cured with due diligence but not within such thirty (30) day period, the Company's failure to proceed promptly to cure such default and thereafter prosecute the curing of such default with due diligence;
 - (iv) If any representation or warranty of the Company contained in this Leaseback Agreement is incorrect in any material respect; or

- (v) Any default by the Company under the PILOT Agreement or Agent Agreement that shall have continued for a period of time beyond the cure period(s) provided for in the PILOT Agreement or Agent Agreement.
- (b) Notwithstanding the provisions of 7.1 (a), if by reason of *force majeure* either party hereto shall be unable in whole or in part to carry out its obligations under this Leaseback Agreement and if such party shall give notice and full particulars of such *force majeure* in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, the obligations under this Leaseback Agreement of the party giving such notice, so far as it is affected by such *force majeure*, shall be suspended during continuance of the inability, which shall include a reasonable time for the removal of the effect thereof. The suspension of such obligations for such period pursuant to this subsection (b) shall not be deemed an Event of Default under this Section 7.1. Notwithstanding anything to the contrary in this subsection (b), an event of *force majeure* shall not excuse, delay or in any way diminish the obligations of the Company to or make the payments required by Sections 2.6, 3.3 and 3.7 hereof, to obtain and continue in full force and effect the insurance required by Section 3.4 hereof, to provide the indemnity required by Section 5.2 hereof and to comply with the terms of Sections 5.2, 5.4, 5.5, 5.6 and 5.7 hereof. The term "*force majeure*" as used herein shall include, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, acts, priorities or orders of any kind of the government of the United States of America or of the State or any of its departments, agencies, governmental subdivisions, or officials, any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident to machinery, transmission pipes or canals, shortages of labor or materials or delays of carriers, partial or entire failure of utilities, shortage of energy or any other cause or event not reasonably within the control of the party claiming such inability and not due to its fault. The party claiming such inability shall remove the cause for the same with all reasonable promptness. It is agreed that the settlement of strikes, lock-outs and other industrial disturbances shall be entirely within the discretion of the party having difficulty, and the party having difficulty shall not be required to settle any strike, lockout and other industrial disturbances by acceding to the demands of the opposing party or parties.

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

- (i) Declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable:
 - (i) all unpaid installments of rent payable pursuant to Section 2.6 hereof and
 - (ii) the sums under Sections 3.3 and 3.7 hereof; and (iii) all other payments

due under this Leaseback Agreement.

- (ii) Take any other action as it shall deem necessary to cure any such Event of Default, provided that the taking of any such action shall not be deemed to constitute a waiver of such Event of Default.
- (iii) Take any other action at law or in equity which may appear necessary or desirable including, without limitation, to seek and obtain damages and specific performance or other monetary or equitable relief, and to collect the payments then due or thereafter to become due hereunder, and to enforce the obligations, agreements or covenants of the Company under this Leaseback Agreement.
- (iv) Terminate this Leaseback Agreement. Such termination is in addition to all other rights and remedies available to the Agency hereunder and without mitigation of such rights and remedies. Such termination may be accomplished by terminating this Leaseback Agreement and conveying title to the Equipment from the Agency to the Company, all as determined by the Agency. The Company hereby appoints the Executive Director or Chairperson of the Agency as its attorney-in-fact for the limited purpose of signing any forms which are necessary to accomplish such termination or conveyance. The Company acknowledges that the foregoing appointment is coupled with an interest and is irrevocable.

- 7.3. Remedies Cumulative. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Leaseback Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.
- 7.4. Agreement to Pay Attorneys' Fees and Expenses. In the event the Company should default under any of the provisions of this Leaseback Agreement and the Agency should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the Company herein contained, or for obtaining other relief, the Company shall, on demand therefor, pay to the Agency, the reasonable fees of such attorneys and such other expenses so incurred.
- 7.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained herein should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE VIII

EARLY TERMINATION OF AGREEMENT; OBLIGATIONS OF COMPANY

8.1. Early Termination of Agreement.

- (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, the sums due under Sections 3.3 or 3.7 hereof, and all other payments due under this Leaseback Agreement, upon written notice to the Company of the occurrence of an Event of Default hereunder.

8.2. Option to Terminate Agency's Leasehold Interest in the Project. Upon termination of this Leaseback Agreement in accordance with Section 2.5, 7.2 or Section 8.1 hereof, the Company shall pay all sums due under Sections 2.6, 3.3 and 3.7 hereof and all other sums due under this Leaseback Agreement ("Termination Payment").

8.3. Termination of Leaseback.

- (a) Pursuant to Section 8.2 hereof, the Agency shall, within thirty (30) days of (i) written notice from the Company as required by Section 8.1 hereof; and (ii) receipt of the Termination Payment, deliver to the Company all necessary documents to reflect termination of this Leaseback Agreement, subject only to the following:
 - (i) any liens to which the Project was subject when leased to the Agency;
 - (ii) any liens created at the request of the Company or to the creation of which the Company consented or in the creation of which the Company acquiesced; and
 - (iii) any liens resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Leaseback Agreement.
- (b) The Agency shall release and convey to the Company all of the Agency's rights and interest in and to any rights of action or any net proceeds of insurance or condemnation awards with respect to the Project (specifically excluding all rights of the Agency hereunder including its rights to indemnification hereunder).

ARTICLE IX

GENERAL PROVISIONS

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

If to the Agency:

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

with a copy to:

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

If to the Company:

Fay Hospitality Catskills LLC
c/o Fay US Investments Corporation
1185 Avenue of the Americas, 3rd Floor
New York, New York 10036
Attn: Sandeep Wadhwa, President

with a copy to:

Duane Morris LLP
1540 Broadway
New York, New York 10036-4086
Attn: Lee J. Potter, Jr., Esq.

or to such other addresses or addressees as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section 9.1. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section 9.1. Any electronic notice sent outside of regular hours shall be deemed given on the next business day.

- 9.2. Binding Effect. This Leaseback Agreement shall inure to the benefit of and shall be binding upon the Agency, the Company and its respective permitted successors and assigns.

- 9.3. Waiver. No waiver of any of the provisions of this Leaseback Agreement shall be deemed to or shall constitute a waiver or any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.
- 9.4. Severability. If any provision of this Leaseback Agreement shall be determined to be illegal and unenforceable by any court of law or any competent governmental or other authority, the remaining provisions shall be severable and enforceable in accordance with its terms so long as this Leaseback Agreement without such terms or provisions does not fail of its essential purpose or purposes. The parties will negotiate in good faith to replace any such illegal or unenforceable provision or provisions with suitable substitute provisions which will maintain the economic purposes and intentions of this Leaseback Agreement.
- 9.5. Governing Law, Venue. This Leaseback Agreement shall be governed, construed and enforced in accordance with the laws of the State of New York for contracts to be wholly performed therein. The parties hereby designate a court of proper jurisdiction located in the County of Sullivan as the exclusive venue for resolution of any disputes which may arise under or by reason of this Leaseback Agreement.
- 9.6. Survival of Obligations. The obligations of the Company to make payments required by Sections 2.6, 3.3, 3.7 hereof, all other payments due under this Leaseback Agreement and all indemnities shall survive any termination or expiration of this Leaseback Agreement.
- 9.7. Section Headings Not Controlling. The headings of the several sections in this Leaseback Agreement have been prepared for convenience of reference only and shall not control, affect the meaning or be taken as an interpretation of any provision of this Leaseback Agreement.
- 9.8. Recording and Filing. This Leaseback Agreement or a memorandum thereof, shall be recorded or filed, as the case may be, in the Office of the Clerk of the County of Sullivan, in the State of New York or in such other office as may at the time be provided by law as the proper place for the recordation or filing thereof.
- 9.9. Merger of Agency.
- (a) Notwithstanding anything to the contrary or otherwise contained in this Leaseback Agreement, nothing contained in this Leaseback Agreement shall prevent the consolidation of the Agency with, or merger of the Agency into, or transfer of its leasehold interest in the entire Project to any other public benefit corporation or political subdivision which has the legal authority to lease the Project, provided that upon any such consolidation, merger or transfer, the due and punctual performance and observance of all the agreements and conditions of this Leaseback Agreement to be kept and performed by the Agency shall be expressly assumed in writing by the public benefit corporation or political subdivision resulting from such consolidation or surviving such merger or to which the Project shall be transferred.

- (b) Within thirty (30) days after the consummation of any such consolidation, merger or transfer of its leasehold interest, the Agency shall give notice thereof in reasonable detail to the Company. The Agency shall furnish such additional information with respect to any such transaction as the Company may reasonably request.

9.10. No Recourse; Special Obligation.

- (a) The obligations and agreements of the Agency contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Agency, and not any director, officer, employee, member, agent (other than the Company) or representative of the Agency in his individual capacity, and the directors, officers, employees, members, agents (other than the Company) or representatives of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.
- (b) The obligations and agreements of the Agency contained hereby shall not constitute or give rise to an obligation of the State or of the County and neither the State nor the County shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency, payable solely from the revenues of the Agency derived and to be derived from the sale or other disposition of the Project (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 hereunder shall be sought or enforced against the Agency unless (i) the party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, (ii) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such reasonable fees and expenses, and (iii) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its directors, officers, employees, members, agents (other than the Company) or representatives of the Agency shall be subject to potential liability, the party seeking such order or decree shall agree to indemnify and hold harmless the Agency and its directors, officers, employees, members, agents (other than the Company) and representatives of the Agency against all liability expected to be incurred as a result of compliance with such request.

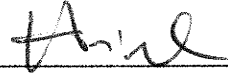
- (d) The obligations and agreements of the Company contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental thereto or hereto, shall be deemed the obligations and agreements of the Company, and not of any member, direct or indirect beneficial owners, affiliates, partners, shareholders, officers, directors, agents, employees or representatives of the Company in his or their individual capacity, and the members, direct or indirect beneficial owners, affiliates, partners, shareholders, officers, directors, agents and employees or representatives of the Company shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

9.11. Entire Agreement. This Leaseback Agreement together with the Agent Agreement, the Lease and the PILOT Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior discussions and negotiations between them. This Leaseback Agreement may not be amended in any respect except by a written amendment expressly referring to this Leaseback Agreement and executed by the parties to be bound thereby.

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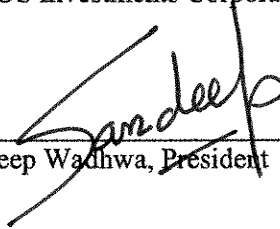
IN WITNESS WHEREOF, the Agency and the Company have caused this Leaseback Agreement to be executed in its respective names, all as of the date first above written.

COUNTY OF SULLIVAN INDUSTRIAL
DEVELOPMENT AGENCY



By: Howard Siegel, Chairman

FAY HOSPITALITY CATSKILLS LLC
By: Fay Villa Roma LLC, its sole member
By: Fay US Investments Corporation, its managing
member



By: Sandeep Wadhwa, President

SCHEDULE A
DESCRIPTION OF PREMISES

Parcel A:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF DELAWARE, COUNTY OF SULLIVAN, AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING ON THE WESTERLY SIDE OF COUNTY ROAD NO. 164 AT A POINT WHERE THE SOUTHERLY LINE OF OLSEN AND THE NORTHERLY LINE OF KARL INTERSECT THE SAME;
RUNNING THENCE WESTERLY IN A STRAIGHT LINE A DISTANCE OF ABOUT 251 FEET ALONG A WIRE FENCE AND LINE OF TREES TO A POINT WHERE THE SOUTHERLY LINE OF OLSEN AND THE WEST LINE OF KARL INTERSECT;
THENCE SOUTHERLY ALONG THE WESTERLY LINE OF KARL ALONG A WIRE FENCE AND LINE OF TREES AND STONE WALL A DISTANCE OF ABOUT 696 FEET TO A POINT ON THE NORTHERLY SIDE OF THE PUBLIC HIGHWAY;
THENCE SOUTHERLY ALONG THE NORTHERLY BOUNDS OF A TOWN HIGHWAY TO ITS INTERSECTION WITH THE WESTERLY BOUNDS OF COUNTY ROAD NO. 164;
THENCE NORTHERLY ALONG THE WESTERLY BOUNDS OF COUNTY ROAD NO. 164 A DISTANCE OF APPROXIMATELY 720 FEET TO THE POINT OR PLACE OF BEGINNING.

Parcel B:

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF DELAWARE, COUNTY OF SULLIVAN, STATE OF NEW YORK, BEING BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE CENTER OF TRAVELED WAY OF VILLA ROMA ROAD-TOWN ROAD NO. 10 AT THE NORTHWEST CORNER OF LANDS OF CALLICOON RESORT LODGES, INC. (SEE LAND RECORD LIBER 1537 AT PAGE 21) AND
RUNNING THENCE FROM SAID PLACE OF BEGINNING NORTH 36° 10' WEST 61.40 FEET PASSING ALONG THE CENTER OF TRAVELED WAY OF SAID ROAD TO A POINT;
THENCE LEAVING SAID ROAD AND RUNNING SOUTH 18° 21' WEST 74.09 FEET TO A POINT;
THENCE SOUTH 41° 00' WEST 186.20 FEET TO A POINT;
THENCE NORTH 42° 54' WEST 225.77 FEET TO A POINT;
THENCE NORTH 48° 45' WEST 139.09 FEET TO A POINT;
THENCE SOUTH 15° 42' WEST 740.79 FEET TO A POINT;
THENCE NORTH 67° 17' WEST 234.59 FEET TO A POINT;
THENCE NORTH 56° 58' WEST 39.40 FEET TO A POINT;
THENCE SOUTH 89° 30' WEST 517.63 FEET TO A POINT;
THENCE SOUTH 00° 21' WEST 164.47 FEET TO A POINT, SAID POINT BEING SOUTH 82° 31' EAST 127.38 FEET FROM A POINT IN THE CENTER OF TRAVELED WAY OF COUNTY ROAD NO. 164;
THENCE SOUTH 82° 31' EAST 220.55 FEET TO A POINT;
THENCE SOUTH 20° 56' EAST 225.12 FEET TO A POINT;
THENCE SOUTH 34° 58' EAST 132.54 FEET TO A POINT;
THENCE SOUTH 84° 30' EAST 155.63 FEET TO A POINT;
THENCE SOUTH 23° 58' EAST 606.89 FEET TO A POINT;
THENCE SOUTH 65° 20' EAST 399.27 FEET TO A POINT;
THENCE NORTH 30° 22' EAST 110.90 FEET TO A POINT;
THENCE NORTH 05° 03' WEST 442.25 FEET TO A POINT;
THENCE NORTH 84° 17' EAST 200.00 FEET TO A POINT;
THENCE NORTH 08° 06' EAST 211.05 FEET TO A POINT ON THE SOUTHERLY LINE OF LANDS OF SAID CALLICOON RESORT LODGES, INC. PARCEL;
THENCE NORTH 43° 00' WEST 155.00 FEET PASSING ALONG SAID SOUTHERLY LINE TO A POINT;
THENCE NORTH 56° 36' WEST 160.00 FEET TO A POINT AT THE SOUTHWEST CORNER OF SAID CALLICOON RESORT LODGES, INC. PARCEL;
THENCE NORTH 18° 21' EAST 833.83 FEET PASSING ALONG THE WEST LINE OF SAID PARCEL TO THE POINT OR PLACE OF BEGINNING.
TOGETHER WITH THE RIGHT OF THE PARTY OF THE SECOND PART, ITS SUCCESSORS OR ASSIGNS, LESSEES AND PERMITTEES TO USE THE GOLF CART RIGHT OF WAY, IN, OVER AND ACROSS THE NORTHWEST CORNER OF LANDS OF CALLICOON RESORT LODGES, INC., WHICH RIGHT OF WAY IS MORE PARTICULARLY DESCRIBED IN A DEED FROM CALLICOON DEVELOPMENT CORPORATION TO CALLICOON RESORT LODGES, INC., DATED AUGUST 9, 1991 AND RECORDED IN THE SULLIVAN COUNTY CLERK'S OFFICE ON AUGUST 12, 1991 IN LIBER 1537 OF LAND RECORDS AT PAGE 21.

EXCEPTING FROM THE ABOVE DESCRIBED PARCEL SUCH PORTIONS THEREOF WHICH HAVE HERETOFORE BEEN ACQUIRED FOR HIGHWAY AND OR STREET PURPOSES BY CONVEYANCE, ACQUISITION, CONDEMNATION OR OTHERWISE.

Parcel C:

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF DELAWARE, COUNTY OF SULLIVAN, STATE OF NEW YORK, BEING A PORTION OF LOT NO. 3 IN DIVISION 59 OF GREAT LOT NO. 1 OF THE HARDENBURGH PATENT, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE CENTER OF TRAVELED WAY OF VILLA ROMA ROAD - TOWN ROAD NO. 10, SAID POINT OF BEGINNING BEING ON THE LINE BETWEEN LOTS 6 AND 3, SAID POINT OF BEGINNING BEING FURTHER DESCRIBED AS A POINT ON THE WESTERLY LINE OF LANDS OF THE GRANTOR HEREIN, JOSEPH MAUS (SEE LIBER 712 OF DEEDS AT PAGE 1196) AND RUNNING THENCE FROM SAID PLACE OF BEGINNING, NORTH 16° 55' EAST 311.45 FEET LEAVING SAID ROAD AND PASSING TO AND ALONG A STONE WALL EVIDENCING AN EASTERLY LINE OF LANDS OF VILLA ROMA COUNTRY CLUB, INC., AS DESCRIBED IN LIBER 740 OF DEEDS AT PAGE 491, TO A POINT AT THE COMMON NORTHERLY CORNER OF LOTS 6 AND 3;
THENCE SOUTH 67° 27' EAST 595.00 FEET ALONG THE NORTHERLY LINE OF LOT NO. 3, IT BEING THE SOUTHERLY LINE OF LANDS OF VILLA ROMA COUNTRY CLUB, INC., TO A POINT IN THE CENTER OF TRAVELED WAY OF VILLA ROMA ROAD;
THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE CENTER OF TRAVELED WAY OF SAID ROAD:
NORTH 81° 48' WEST 39.06 FEET;
SOUTH 75° 21' WEST 75.45 FEET;
SOUTH 65° 41' WEST 154.33 FEET;
SOUTH 73° 44' WEST 46.75 FEET;
SOUTH 79° 45' WEST 139.53 FEET;
NORTH 85° 02' WEST 91.87 FEET;
NORTH 75° 19' WEST 76.12 FEET; AND
NORTH 66° 03' WEST 44.32 FEET TO THE POINT OR PLACE OF BEGINNING.

Parcel D:

TRACT I

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF DELAWARE, COUNTY OF SULLIVAN, STATE OF NEW YORK BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF TRAVELED WAY OF TOWN ROAD NO. 15, POLSTER ROAD, SAID POINT OF BEGINNING BEING THE NORTHEAST CORNER OF LANDS OF PASSANTE REALTY CORP. AS DESCRIBED IN LIBER 1079 OF DEEDS AT PAGE 26 AND RUNNING THENCE FROM SAID PLACE OF BEGINNING SOUTH 23 DEGREES 02 MINUTES WEST 400.00 FEET PASSING ALONG THE CENTER OF TRAVELED WAY OF SAID ROAD TO A POINT; THENCE LEAVING SAID ROAD AND RUNNING NORTH 67 DEGREES 08 MINUTES WEST 600 FEET TO A POINT; THENCE SOUTH 38 DEGREES 52 MINUTES WEST 226.70 FEET TO A POINT ON THE EASTERLY LINE OF LANDS OF VILLA ROMA COUNTRY CLUB INC. AS DESCRIBED IN LIBER 740 OF DEEDS AT PAGE 491; THENCE NORTH 17 DEGREES 26 MINUTES EAST 218.95 FEET PASSING ALONG SAID EASTERLY LINE TO A POINT AT THE NORTHEAST CORNER OF SAID VILLA ROMA COUNTRY CLUB INC. PARCEL; THENCE NORTH 65 DEGREES 48 MINUTES WEST 1002.76 FEET PASSING ALONG THE NORTHERLY LINE OF SAID VILLA ROMA COUNTRY CLUB INC. PARCEL TO A POINT; THENCE NORTH 17 DEGREES 43 MINUTES EAST 461.58 FEET PASSING ALONG THE EAST LINE OF SAID VILLA ROMA COUNTRY CLUB PARCEL TO A POINT;
THENCE NORTH 66 DEGREES 48 MINUTES WEST 26.40 FEET TO A POINT ON THE EAST LINE OF LANDS OF PASSANTE REALTY CORP. AS DESCRIBED IN LIBER 1042 OF DEEDS AT PAGE 1; THENCE NORTH 2 DEGREES 28 MINUTES WEST 431.25 FEET PASSING THROUGH LANDS OF SAID PASSANTE REALTY CORP. PARCEL TO A POINT; THENCE SOUTH 67 DEGREES 17 MINUTES EAST 1170.00 FEET PASSING ALONG THE SOUTH LINE OF OTHER LANDS OF PASSANTE REALTY CORP. AS DESCRIBED IN LIBER 1005 OF DEEDS AT PAGE 1 TO AND ALONG THE SOUTHERLY LINE OF LANDS OF RUBINSZTEJN AND HUBACZ AS DESCRIBED IN LIBER 1051 OF DEEDS AT PAGE 98 TO A POINT; THENCE SOUTH 17 DEGREES 12 MINUTES WEST 455.20 FEET PASSING ALONG THE WEST LINE OF LANDS OF KANELBA AS DESCRIBED IN LIBER 747 OF DEEDS AT PAGE 39 TO A POINT; THENCE SOUTH 66 DEGREES 42 MINUTES EAST 724.58 FEET PASSING ALONG THE SOUTH LINE OF SAID KANELBA PARCEL TO THE POINT OR PLACE OF BEGINNING.

TRACT II

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF DELAWARE, COUNTY OF SULLIVAN, STATE OF NEW YORK BEING A PORTION OF THE PREMISES CONVEYED TO PASSANTE REALTY CORP. BY LIBER 1042 OF DEEDS AT PAGE 1, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH BOUNDS OF LANDS OF VILLA ROMA RESORT LODGES, INC. AS DESCRIBED IN LIBER 1051 OF DEEDS AT PAGE 311 SAID POINT OF BEGINNING BEING SOUTH 66 DEGREES 48 MINUTES EAST 190.12 FEET AS MEASURED ALONG SAID NORTH LINE FROM A POINT AT THE NORTHWEST CORNER OF SAID VILLA ROMA RESORT LODGES INC. PARCEL AND RUNNING THENCE FROM SAID PLACE OF BEGINNING NORTH 23 DEGREES 12 MINUTES EAST 140.00 FEET TO A POINT; THENCE SOUTH 66 DEGREES 48 MINUTES EAST 120.00 FEET TO A POINT; THENCE SOUTH 23 DEGREES 12 MINUTES WEST 140.00 TO A POINT ON THE NORTH LINE OF LANDS OF VILLA ROMA COUNTRY CLUB, INC.; THENCE NORTH 66 DEGREES 48 MINUTES WEST 120.00 FEET PASSING ALONG THE NORTH LINE OF LANDS OF SAID VILLA ROMA COUNTRY CLUB INC TO AND ALONG THE NORTH LINE OF LANDS OF SAID VILLA ROMA RESORTS LODGES INC. TO THE POINT OR PLACE OF BEGINNING.

TOGETHER WITH THE RIGHT PRIVILEGE AND EASEMENT TO MAINTAIN, REPAIR, REPLACE, LAY AND RELAY WATER LINES AND UTILITY LINES EXTENDING FROM THE EASTERLY LINE OF THE ABOVE DESCRIBED PARCEL SOUTH EASTERLY TO LANDS NOW OR FORMERLY OF VILLA ROMA COUNTRY CLUB, INC.

ALSO TOGETHER WITH THE RIGHT, PRIVILEGE AND EASEMENT TO GO IN, OVER AND UPON LANDS NOW OR FORMERLY OF PASSANTE REALTY CORP. FOR THE FOREGOING PURPOSES.

Parcels E, K, M and N:

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF DELAWARE, COUNTY OF SULLIVAN, STATE OF NEW YORK, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF TRAVELED WAY OF VILLA ROMA ROAD - TOWN ROAD NO. 10, SAID POINT OF BEGINNING BEING THE NORTHEAST CORNER OF LANDS OF CALLICOON RESORT LODGES, INC. (SEE LAND RECORD LIBER 1537 AT PAGE 21) AND RUNNING THENCE FROM SAID PLACE OF BEGINNING SOUTH 40° 05' EAST 41.05 FEET PASSING ALONG THE CENTER OF TRAVELED WAY OF SAID ROAD TO A POINT;

THENCE CONTINUING ALONG SAID ROAD SOUTH 54° 01' EAST 91.13 FEET TO A POINT;

THENCE CONTINUING ALONG THE CENTER OF SAID ROAD SOUTH 57° 12' EAST 250.00 FEET TO A POINT IN THE CENTER OF SAID ROAD AT THE SOUTHEAST CORNER OF LANDS OF VILLA ROMA RESORT LODGES, INC. (SEE LAND RECORD LIBER 1537 AT PAGE 17);

THENCE LEAVING SAID ROAD AND RUNNING NORTH 49° 58' EAST 316.93 FEET PASSING ALONG THE SOUTHEAST LINE OF SAID VILLA ROMA RESORT LODGES, INC. PARCEL TO A POINT AT THE SOUTHEAST END OF A PARTY WALL;

THENCE NORTH 22° 20' WEST 65.29 FEET PASSING THRU THE CENTER OF SAID PARTY WALL TO A POINT ON THE NORTHWEST FACE OF SAID WALL;

THENCE CONTINUING ALONG LANDS OF SAID VILLA ROMA RESORT LODGES, INC. THE FOLLOWING COURSES AND DISTANCES:

SOUTH 67° 40' WEST 50.32 FEET;

NORTH 66° 48' WEST 156.02 FEET;

NORTH 44° 32' EAST 256.79 FEET;

NORTH 47° 21' WEST 131.87 FEET; AND

NORTH 16° 58' EAST 130.21 FEET TO A POINT;

THENCE SOUTH 66° 48' EAST 445.59 FEET TO A POINT;

THENCE NORTH 43° 00' EAST 158.32 FEET TO A POINT

THENCE NORTH 90° 00' EAST 200.04 FEET TO A POINT;

THENCE NORTH 37° 00' EAST 240.00 FEET TO A POINT IN THE CENTER OF JONES BROOK;

THENCE THE FOLLOWING COURSES AND DISTANCES UPSTREAM ALONG THE CENTER OF SAID BROOK;

NORTH 19° 44' WEST 96.99 FEET;

NORTH 10° 53' EAST 264.76 FEET AND NORTH 04° 56' WEST 226.59 FEET TO A POINT IN THE CENTER OF SAID BROOK;

THENCE LEAVING SAID BROOK AND RUNNING NORTH 76° 00' WEST 155.00 FEET TO A POINT;

THENCE SOUTH 40° 44' WEST 449.65 FEET TO A POINT;

THENCE SOUTH 35° 37' WEST 471.75 FEET TO A POINT;

THENCE NORTH 77° 45' WEST 110.88 FEET PASSING ALONG THE NORTHERLY LINE OF A RIGHT OF WAY TO A POINT;

THENCE NORTH 66° 48' WEST 120.00 FEET CONTINUING ALONG THE NORTHERLY LINE OF SAID RIGHT OF WAY TO A POINT;

THENCE NORTH 23° 12' EAST 85.00 FEET TO A POINT;

THENCE SOUTH 64° 50' EAST 53.44 FEET TO A POINT;

THENCE NORTH 34° 06' EAST 284.43 FEET TO A POINT;

THENCE NORTH 35° 24' EAST 742.72 FEET TO A POINT;

THENCE NORTH 50° 18' EAST 398.50 FEET TO A POINT;

THENCE NORTH 48° 52' EAST 296.90 FEET PASSING TO AND ALONG THE EAST END OF A 50 FOOT WIDE RIGHT OF WAY TO A POINT;

THENCE SOUTH 72° 58' EAST 408.70 FEET TO A POINT ON THE WEST LINE OF LANDS OF KNIS;

THENCE SOUTH 18° 38' WEST 295.20 FEET PASSING ALONG THE WEST LINE OF SAID KNIS PARCEL TO AND ALONG THE WEST LINE OF LANDS OF THURMAN TO A POINT;

THENCE SOUTH 18° 38' WEST 666.12 FEET PASSING ALONG THE WEST LINE OF LANDS OF THURMAN, WILKEN, RUBINSZTEJN & HUBACZ TO A POINT;

THENCE SOUTH 67° 17' EAST 785.40 FEET PASSING ALONG THE SOUTH LINE OF SAID RUBINSZTEJN & HUBACZ PARCEL TO A POINT;

THENCE SOUTH 17° 12' WEST 455.20 FEET PASSING ALONG THE WEST LINE OF LANDS OF KANELBA TO A POINT;

THENCE SOUTH 66° 42' EAST 724.58 FEET TO A POINT IN THE CENTER OF TRAVELED WAY OF POLSTER ROAD TOWN ROAD NO. 15;

THENCE SOUTH 23° 02' WEST 400.00 FEET PASSING ALONG THE CENTER OF TRAVELED WAY OF SAID POLSTER ROAD TO A POINT;

THENCE LEAVING SAID ROAD AND RUNNING NORTH 67° 08' WEST 310.00 FEET TO A POINT;

THENCE SOUTH 22° 52' WEST 180.00 FEET TO A POINT;

THENCE NORTH 67° 08' WEST 470.00 FEET TO A POINT;

THENCE SOUTH 40° 19' WEST 977.40 FEET TO A POINT IN THE CENTER OF TRAVELED WAY OF SAID VILLA ROMA ROAD;

THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE CENTER OF TRAVELED WAY OF SAID ROAD:

SOUTH 73° 44' WEST 46.75 FEET;

SOUTH 79° 45' WEST 139.53 FEET;
NORTH 85° 02' WEST 91.87 FEET;
NORTH 75° 19' WEST 76.12 FEET; AND
NORTH 66° 03' WEST 44.32 FEET TO A POINT IN THE CENTER OF SAID ROAD;
THENCE LEAVING SAID ROAD AND RUNNING SOUTH 16° 55' WEST 636.40 FEET PASSING ALONG LANDS OF MAUS TO A POINT;
THENCE NORTH 66° 38' WEST 778.11 FEET PASSING ALONG THE NORTHERLY LINE OF LANDS OF SEINFELD AND LIMMER TO A POINT;
THENCE NORTH 23° 00' EAST 568.14 FEET TO A POINT AT THE SOUTHEAST CORNER OF A RIGHT OF WAY LEADING NORTHERLY TO VILLA ROMA ROAD;
THENCE NORTH 50° 05' WEST 537.34 FEET TO A POINT;
THENCE NORTH 38° 21' WEST 68.60 FEET PASSING TO AND ALONG THE SOUTH END OF A SECOND RIGHT OF WAY TO A POINT;
THENCE NORTH 20° 02' EAST 511.33 FEET PASSING ALONG THE EAST LINE OF LANDS OF SAID CALLICOON RESORT LODGES, INC., IT BEING THE WEST LINE OF A 50 FOOT WIDE RIGHT OF WAY, TO THE POINT OR PLACE OF BEGINNING.

TOGETHER WITH A MULTI-WIDTH RIGHT OF WAY AND EASEMENT TO BE USED IN COMMON FOR THE PURPOSES OF INGRESS, EGRESS AND REGRESS BY PERSONS, MOTOR VEHICLES AND BY ALL OTHER MEANS IN, OVER AND UPON A STRIP OF LAND LEADING FROM VILLA ROMA ROAD NORTHEASTERLY ALONG THE NORTHWEST LINE OF LANDS OF VILLA ROMA RESORT LODGES, INC. AS SHOWN ON A SURVEY MAP OF LANDS ENTITLED "VILLA ROMA PLANNED UNIT DEVELOPMENT DISTRICT" PREPARED BY GEORGE H. FULTON L.S. IN AUGUST OF 1991, SAID MAP HAVING BEEN APPROVED FOR RECORDING PURPOSES BY THE TOWN OF DELAWARE PLANNING BOARD ON OCTOBER 9, 1991 AND SAID MAP HAVING BEEN FILED IN THE SULLIVAN COUNTY CLERK'S OFFICE, SAID RIGHT OF WAY AND EASEMENT BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF TRAVELED WAY OF VILLA ROMA ROAD AT THE MOST WESTERLY CORNER OF LANDS OF VILLA ROMA RESORT LODGES, INC. AS DESCRIBED IN LAND RECORD LIBER 1537 OF DEEDS AT PAGE 17 AND RUNNING THENCE FROM SAID PLACE OF BEGINNING NORTH 23° 29' WEST 126.16 FEET PASSING ALONG THE CENTER OF TRAVELED WAY OF SAID ROAD TO A POINT;
THENCE LEAVING SAID ROAD AND RUNNING NORTH 55° 05' EAST 313.35 FEET TO A POINT;
THENCE NORTH 89° 32' EAST 73.04 FEET TO A POINT;
THENCE SOUTH 61° 21' EAST 309.19 FEET TO A POINT;
THENCE SOUTH 66° 48' EAST 120.00 FEET AND SOUTH 77° 45' EAST 110.88 FEET PASSING ALONG THE BOUNDS OF THE ABOVE DESCRIBED PARCEL TO A POINT;
THENCE SOUTH 23° 12' WEST 76.07 FEET TO A POINT ON OTHER BOUNDS OF SAID PARCEL;
THENCE NORTH 66° 48' WEST 420.98 FEET PASSING ALONG A NORTH LINE OF SAID PARCEL TO AND ALONG THE NORTH LINE OF SAID VILLA ROMA RESORT LODGES, INC. PARCEL TO A POINT;
THENCE SOUTH 89° 32' WEST 106.81 FEET TO A POINT;
THENCE SOUTH 55° 05' WEST 300.00 FEET TO THE POINT OR PLACE OF BEGINNING.

ALSO TOGETHER WITH THE RIGHT, PRIVILEGE AND EASEMENT TO CONNECT TO AND TO USE, OPERATE, MAINTAIN, EXPAND, REPAIR, REPLACE AND ENLARGE THE SEWAGE TREATMENT PLANT LOCATED SOUTHERLY OF THE TENNIS AND RACQUET BALL CENTER BUILDING SOUTHERLY OF THE MAINTENANCE BUILDINGS AS SHOWN ON THE AFOREMENTIONED SURVEY MAP TOGETHER WITH THE RIGHTS TO ENTER UPON THE PREMISES UPON WHICH SAID SEWAGE TREATMENT PLANT IS LOCATED FROM VILLA ROMA ROAD FOR THE PURPOSES OF INGRESS, EGRESS AND REGRESS BY PERSONS, MOTOR VEHICLES AND BY ALL OTHER MEANS FOR THE FOREGOING PURPOSES.

EXCEPTING FROM ALL OF THE ABOVE DESCRIBED PREMISES SUCH PORTIONS THEREOF WHICH HAVE HERETOFORE BEEN ACQUIRED FOR HIGHWAY AND OR STREET PURPOSES BY CONVEYANCE, ACQUISITION, CONDEMNATION OR OTHERWISE.

Parcel F: INTENTIONALLY OMIT (EDL 3/4/2022) Section 20 Block 1 Lot 9.2

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Delaware, County of Sullivan and State of New York, being generally known and designated as Section 20 Block 1 Lot 9.2 on the Official Tax Map for the County of Sullivan.

Parcel G:

TRACT I

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF DELAWARE, COUNTY OF SULLIVAN, STATE OF NEW YORK, BEING A PORTION OF LOTS 6 AND 11 IN DIVISION 59 OF GREAT LOT NO. 1 OF HARDENBURGH PATENT, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE WALL CORNER ON THE NORTHERLY LINE OF LANDS OF SEINFELD AND LIMMER AS DESCRIBED IN LIBER 678 OF DEEDS AT PAGE 327, SAID POINT OF BEGINNING BEING THE SOUTHEAST CORNER OF LANDS OF PASSANTE REALTY CORP. AS DESCRIBED IN LIBER 1084 OF DEEDS AT PAGE 126, SAID POINT OF BEGINNING BEING FURTHER DESCRIBED AS THE SOUTHWEST CORNER OF LANDS OF VILLA ROMA COUNTRY CLUB, INC. AS DESCRIBED IN LIBER 740 OF DEEDS AT PAGE 491 AND RUNNING THENCE FROM SAID PLACE OF BEGINNING NORTH 20 DEGREES 53 MINUTES EAST 700.00 FEET PASSING AONG THE EASTERLY LINE OF LANDS OF SAID PASSANTE REALTY CORP. AS DESCRIBED IN LIBER 1084 OF DEEDS AT PAGE 126 TO A POINT; THENCE SOUTH 53 DEGREES 46 MINTUES EAST 610.00 FEET TO A POINT; THENCE SOUTH 14 DEGREES 44 MINUTES WEST 570.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID SEINFELD AND LIMMER

PARCEL; THENCE NORTH 66 DEGREES 38 MINUTES WEST 650.00 FEET PASSING ALONG SAID NORTHERLY LINE TO THE POINT OR PLACE OF BEGINNING.

SUBJECT TO EASEMENTS OF RECORD TO PUBLIC UTILITIES AND HIGHWAY USE-DEDICATION OR RECORD.

TRACT I ABOVE DESCRIBED BEING A "LANDLOCKED" PARCEL OF PROPERTY; ACCESS HOWEVER, FOR THE PURPOSES OF INGRESS AND EGRESS TO AND FROM SAID PARCEL IS IN, OVER AND UPON OTHER LANDS OWNED BY PASSANTE REALTY CORP. LYING ADJACENT AND CONTIGUOUS TO SAID TRACT I.

TRACT II

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF DELAWARE, COUNTY OF SULLIVAN, STATE OF NEW YORK BEING A PORTION OF LOT NO. 7 IN DIVISION 59 OF GREAT LOT NO. 1 OF THE HARDENBURGH PATENT, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF TRAVELED WAY OF VILLA ROMA ROAD – TOWN ROAD NO. 10. SAID POINT OF BEGINNING BEING ON THE NORTHERLY LINE OF LOT NO. 3 AND BEING THE SOUTHWEST CORNER OF LOT NO. 2, THE SOUTHEAST CORNER OF LOT NO. 7, SAID POINT OF BEGINNING BEING FURTHER DESCRIBED AS THE SOUTHWEST CORNER OF LANDS OF PASSANTE REALTY CORP. AS DESCRIBED IN LIBER 1079 OF DEEDS AT PAGE 26 AND RUNNING THENCE FROM SAID PLACE OF BEGINNING NORTH 67 DEGREES 27 MINUTES WEST 276.97 FEET PASSING GENERALLY ALONG THE CENTER OF TRAVELED WAY OF SAID ROAD, IT BEING THE NORTH LINE OF SAID LOT NO. 3 TO A POINT; THENCE LEAVING SAID ROAD AND RUNNING NORTH 38 DEGREES 52 MINUTES EAST 754.70 FEET TO A POINT ON THE WESTERLY LINE OF LANDS OF SAID PASSANTE REALTY CORP. AS DESCRIBED IN LIBER 1079 OF DEEDS AT PAGE 26; THENCE SOUTH 17 DEGREES 26 MINUTES WEST 727.27 FEET PASSING ALONG SAID WEST LINE TO THE POINT OR PLACE OF BEGINNING.

Parcel H:

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF DELAWARE, COUNTY OF SULLIVAN, STATE OF NEW YORK, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF TRAVELED WAY OF VILLA ROMA ROAD-TOWN ROAD NO. 10 AT THE MOST WESTERLY CORNER OF LANDS OF VILLA ROMA RESORT LODGES, INC. (SEE LAND RECORD LIBER 1537 AT PAGE 17) AND RUNNING THENCE FROM SAID PLACE OF BEGINNING NORTH 55° 05' EAST 300.00 FEET LEAVING SAID ROAD AND PASSING ALONG THE WESTERLY LINE OF SAID VILLA ROMA RESORT LODGES, INC. PARCEL TO A POINT, SAID COURSE PASSING ALONG THE EASTERLY LINE OF A MULTI-WIDTH RIGHT OF WAY; THENCE NORTH 89° 32' EAST 106.81 FEET PASSING ALONG THE NORTHERLY LINE OF SAID VILLA ROMA RESORT LODGES INC. PARCEL TO A POINT ON THE SOUTH LINE OF SAID RIGHT OF WAY; THENCE NORTH 30° 43' WEST 143.14 FEET CROSSING SAID RIGHT OF WAY TO A POINT; THENCE NORTH 30° 25' EAST 529.63 FEET TO A POINT; THENCE NORTH 40° 13' EAST 335.00 FEET TO A POINT; THENCE NORTH 49° 21' EAST 442.66 FEET TO A POINT; THENCE NORTH 50° 08' EAST 657.87 FEET TO A POINT AT THE NORTHWEST CORNER OF A 50 FOOT WIDE RIGHT OF WAY CONNECTING THE HEREIN DESCRIBED PARCEL WITH A 105.15 ACRE PARCEL, THE NORTH LINE OF SAID RIGHT OF WAY BEING DEFINED BY THE COURSE SOUTH 33° 22' EAST 268.95 FEET; THENCE NORTH 44° 59' WEST 120.54 FEET TO A POINT; THENCE THE FOLLOWING COURSES AND DISTANCES OUTLINING THE GENERAL BOUNDS OF THE GOLF COURSE AREA:
SOUTH 62° 42' WEST 715.10 FEET;
SOUTH 66° 00' WEST 124.42 FEET;
NORTH 79° 06' WEST 105.10 FEET;
NORTH 07° 48' WEST 78.29 FEET;
NORTH 09° 25' EAST 191.29 FEET;
NORTH 42° 43' EAST 278.63 FEET;
NORTH 39° 17' EAST 612.15 FEET;
NORTH 37° 32' EAST 508.32 FEET;
NORTH 26° 31' EAST 437.13 FEET;
NORTH 62° 52' WEST 520.73 FEET;
NORTH 72° 07' WEST 352.84 FEET; AND
NORTH 82° 24' WEST 240.00 FEET TO A POINT IN THE CENTER OF A 50 FOOT WIDE RIGHT OF WAY LEADING NORTHERLY TO COUNTY ROAD NO. 164, THE CENTER OF SAID RIGHT OF WAY BEING DEFINED BY THE COURSE SOUTH 17° 42' WEST 120.00 FEET AND THE COURSE SOUTH 08° 05' WEST 183.43 FEET AS IT EXTENDS FROM SAID COUNTY ROAD SOUTH TO THE HEREIN DESCRIBED PARCEL;
THENCE NORTH 82° 24' WEST 230.11 FEET TO A POINT ON THE EAST LINE OF LANDS OF RUIVO;
THENCE SOUTH 18° 41' WEST 96.01 FEET PASSING ALONG SAID EAST LINE TO A POINT;
THENCE NORTH 64° 33' WEST 29.98 FEET PASSING ALONG THE SOUTH LINE OF SAID RUIVO PARCEL TO A POINT AT THE NORTHEAST CORNER OF LANDS OF CHESNICK;

THENCE SOUTH 20° 55' WEST 293.59 FEET PASSING ALONG THE EAST LINE OF SAID CHESNICK PARCEL TO A POINT AT THE SOUTHEAST CORNER OF SAME;

THENCE SOUTH 18° 44' WEST 745.34 FEET TO A POINT;
THENCE NORTH 69° 13' WEST 594.22 FEET TO A POINT IN THE CENTER OF TRAVELED WAY OF COUNTY ROAD NO. 164;
THENCE THE FOLLOWING COURSE AND DISTANCES ALONG THE CENTER OF TRAVELED WAY OF SAID ROAD:
SOUTH 17° 03' WEST 243.79 FEET;
SOUTH 17° 28' WEST 420.20 FEET;
SOUTH 16° 06' WEST 280.36 FEET;
SOUTH 16° 55' WEST 70.44 FEET;
SOUTH 19° 42' WEST 154.90 FEET;
SOUTH 25° 09' WEST 93.42 FEET;
SOUTH 29° 21' WEST 120.68 FEET;
SOUTH 32° 40' WEST 245.84 FEET AND
SOUTH 33° 44' WEST 113.48 FEET TO A POINT IN THE CENTER OF TRAVELED WAY OF SAID COUNTY ROAD;
THENCE LEAVING SAID ROAD AND RUNNING SOUTH 56° 16' EAST 157.88 FEET TO A POINT;
THENCE SOUTH 86° 28' EAST 364.06 FEET TO A POINT;
THENCE SOUTH 44° 53' EAST 927.53 FEET TO A POINT;
THENCE SOUTH 47° 03' WEST 221.30 FEET TO A POINT IN THE CENTER OF TRAVELED WAY OF VILLA ROMA ROAD;
THENCE SOUTH 31° 52' EAST 85.09 FEET PASSING ALONG THE CENTER OF TRAVELED WAY OF SAID ROAD TO A POINT;
THENCE SOUTH 23° 29' EAST 33.84 FEET TO A POINT IN THE CENTER OF TRAVELED WAY OF SAID VILLA ROMA ROAD AT THE MOST WESTERLY CORNER OF A MULTI-WIDTH RIGHT OF WAY;
THENCE CONTINUING SAID COURSE SOUTH 23° 29' EAST 126.16 FEET PASSING ALONG THE CENTER OF TRAVELED WAY OF SAID ROAD TO THE POINT OR PLACE OF BEGINNING.
ALSO TOGETHER WITH A FIFTY FOOT WIDE EASEMENT AND RIGHT OF WAY TO BE USED IN COMMON FOR PURPOSES OF INGRESS, EGRESS AND REGRESS BY PERSONS, MOTOR VEHICLES AND BY ALL OTHER MEANS, IN, OVER AND UPON A STRIP OF LAND LEADING FROM COUNTY ROAD NO. 164 SOUTHERLY TO THE NORTH LINE OF THE ABOVE DESCRIBED PARCEL THE CENTER OF SAID EASEMENT AND RIGHT OF WAY BEING DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE CENTER OF TRAVELED WAY OF COUNTY ROAD NO. 164, SAID POINT OF BEGINNING BEING SOUTH 69° 30' EAST 190.09 FEET AS MEASURED ALONG THE CENTER OF SAID ROAD FROM A POINT AT THE NORTHEAST CORNER OF LANDS OF RUIVO (SEE LIBER 1198 OF DEEDS AT PAGE 107) AND RUNNING THENCE FROM SAID PLACE OF BEGINNING SOUTH 17° 42' WEST 120.00 FEET AND SOUTH 08° 05' WEST 183.43 FEET PASSING ALONG THE CENTER OF SAID 50 FOOT WIDE RIGHT OF WAY TO A POINT ON THE NORTH LINE OF THE ABOVE DESCRIBED 105.15 ACRE PARCEL.

ALSO TOGETHER WITH AN EASEMENT AND RIGHT OF WAY TO BE USED IN COMMON FOR THE PURPOSES OF INGRESS, EGRESS AND REGRESS BY PERSONS, MOTOR VEHICLES AND BY ALL OTHER MEANS, IN, OVER AND UPON A 50 FOOT WIDE RIGHT OF WAY CONNECTING THE ABOVE DESCRIBED PARCEL WITH A PARCEL OF PROPERTY CONSISTING OF 105.15 ACRES, MORE PARTICULARLY DESCRIBED IN AND CONVEYED BY A DEED FROM VILLA ROMA COUNTRY CLUB, INC. AND CALLICOON DEVELOPMENT CORPORATION TO VILLA ROMA COUNTRY CLUB, INC. DATED MARCH 30, 1992 AND RECORDED MARCH 30, 1992 IN LIBER 1577 PAGE 116, SAID RIGHT OF WAY COMMENCING AT THE TERMINATION OF THE COURSE NORTH 50° 08' EAST 657.87 FEET IN THE ABOVE DESCRIPTION AND EXTENDING SOUTH 33° 22' EAST 268.95 FEET ALONG THE NORTH LINE OF SAID RIGHT OF WAY TO A POINT AT A NORTHERLY CORNER OF SAID PARCEL 105.15 ACRE PARCEL.

EXCEPTING FROM THE ABOVE DESCRIBED PARCEL SUCH PORTIONS THEREOF WHICH HAVE HERETOFORE BEEN ACQUIRED FOR HIGHWAY AND OR STREET PURPOSES BY CONVEYANCE, ACQUISITION, CONDEMNATION OR OTHERWISE.

Parcel I:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF DELAWARE, COUNTY OF SULLIVAN AND STATE OF NEW YORK, BEING A PART OF SUB-DIVISION LOT NO. 12, DIVISION LOT NO. 58, GREAT LOT NO. 1 OF THE HARDENBURGH PATENT, AND IS MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE CENTER OF COUNTY ROAD NO. 164 AT THE SOUTHWESTERLY CORNER OF A LOT NOW OR FORMERLY OF KNAPP;
RUNNING THENCE SOUTH 70° 09' EAST ALONG KNAPP'S SOUTHERLY BOUNDARY 624.2 FEET TO A STAKE AT KNAPP'S SOUTHEASTERLY CORNER;
THENCE SOUTH 21° 04' WEST ALONG A ROW OF STAKES 766.9 FEET TO A STAKE AT A STONE WALL AT THE LANDS NOW OR FORMERLY OF KARL;
THENCE NORTH 65° 26' WEST ALONG SAID WALL AT KARL 597.0 FEET TO THE CENTER OF COUNTY ROAD NO. 164;
THENCE NORTH 18° 45' EAST ALONG THE CENTER OF SAME 718.8 FEET TO THE PLACE OF BEGINNING.

Parcel J:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF DELAWARE, COUNTY OF SULLIVAN, STATE OF NEW YORK BEING A PORTION OF LOT. NO. 11 IN DIVISION 59 OF GREAT LOT NO. 1 OF THE HARDENBURGH PATENT, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE CENTER OF TRAVELED WAY OF COUNTY ROAD NO. 164 AT THE SOUTHWEST CORNER OF LANDS OF DEFALCO (SEE LIBER 1098 OF DEEDS AT PAGE 161) AND
RUNNING THENCE FROM SAID PLACE OF BEGINNING SOUTH 67° 18' EAST 893.38 FEET, LEAVING SAID HIGHWAY AND PASSING ALONG A STONE WALL EVIDENCING THE SOUTH LINE OF SAID DEFALCO PARCEL TO A POINT AT THE SOUTHEAST CORNER OF SAME;
THENCE CONTINUING ALONG SAID STONE WALL SOUTH 66° 55' EAST 268.32 FEET ALONG A STONE WALL EVIDENCING A SOUTHERLY LINE OF LANDS OF PASSANTE REALTY CORP. AS DESCRIBED IN LIBER 1084 OF DEEDS AT PAGE 126 TO A STONE WALL EVIDENCING A WEST LINE OF SAID PASSANTE REALTY PARCEL TO AN IRON PIN SET;
THENCE NORTH 66° 59' WEST 1126.97 FEET PASSING THROUGH LANDS OF THE GRANTORS HEREIN TO A POINT IN THE CENTER OF TRAVELED WAY OF SAID ROAD;
NORTH 08° 07' EAST 24.88 FEET;
NORTH 06° 36' EAST 152.13 FEET;
NORTH 04° 26' EAST 145.71 FEET;
NORTH 03° 05' EAST 112.50 FEET;
NORTH 03° 36' WEST 39.78 FEET TO THE POINT OR PLACE OF BEGINNING.

AND ALSO ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF DELAWARE, COUNTY OF SULLIVAN, STATE OF NEW YORK BEING A PORTION OF LOT. NO 11 IN DIVISION 59 OF GREAT LOT NO. 1 OF THE HARDENBURGH PATENT, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE CENTER OF TRAVELED WAY OF COUNTY ROAD NO. 164 AT THE NORTHWEST CORNER OF LANDS OF SEINFELD AND LIMMER AS DESCRIBED IN LIBER 878 OF DEEDS AT PAGE 327 AND RUNNING THENCE FROM SAID PLACE OF BEGINNING THE FOLLOWING COURSES AND DISTANCES ALONG THE CENTER OF TRAVELED WAY OF SAID COUNTY ROAD:
NORTH 06° 24' EAST 156.09 FEET;
NORTH 07° 11' EAST 295.03 FEET; AND
NORTH 08° 07' EAST 47.57 FEET TO A POINT IN THE CENTER OF TRAVELED WAY OF SAID ROAD AT THE SOUTHWEST CORNER OF AN 11.83 ACRE PARCEL BEING CONVEYED BY TOSCANO AND JAYNAL TO A. SMITH;
THENCE LEAVING SAID ROAD AND RUNNING SOUTH 66° 59' EAST 1126.97 FEET PASSING ALONG THE SOUTHERLY LINE OF SAID 11.83 ACRE PARCEL TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID PARCEL ON THE WESTERLY LINE OF LANDS OF PASSANTE REALTY CORP. (SEE LIBER 1084 OF DEEDS AT PAGE 126);
THENCE SOUTH 08° 32' WEST 494.71 FEET ALONG SAID WEST LINE AS EVIDENCED BY A STONE WALL TO A STONE WALL CORNER;
THENCE NORTH 67° 00' WEST 1113.30 FEET ALONG THE NORTHERLY LINE OF SAID SEINFELD AND LIMMER PARCEL AS EVIDENCED BY A STONE WALL TO THE POINT OR PLACE OF BEGINNING.

Parcel L:

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF DELAWARE, COUNTY OF SULLIVAN AND STATE OF NEW YORK, BEING ALL OF LOT NO. 2, A PART OF LOTS 1 AND 8 IN DIVISION LOT 59, GREAT LOT NO. 1 OF THE HARDENBURGH PATENT, AND IS MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF CENTERLINES OF POLSTER ROAD (TOWN ROAD NO. 15) AND VILLA ROMA ROAD (TOWN ROAD NO. 10) AND RUNNING THENCE ALONG THE CENTER OF VILLA ROMA ROAD NORTH 66° 50' WEST 300.0 FEET; AND NORTH 66° 56' WEST 304.94 FEET TO THE LINE OF A STONE WALL AT THE LANDS OF VILLA ROMA COUNTRY CLUB, INC. (LIBER 740, PAGE 491);
THENCE NORTH 17° 11' EAST ALONG A STONE WALL AT VILLA ROMA COUNTRY CLUB 929.0 FEET TO A BEND IN THE WALL AT A BARWAY;
THENCE NORTH 37° 40' WEST 41.4 FEET TO A BEND IN THE WALL;
THENCE NORTH 66° 20' WEST AT VILLA ROMA 968.9 FEET TO A POINT AT JONES BROOK;
THENCE NORTH 16° 48' EAST ALONG VILLA ROMA, CROSSING AND RE-CROSSING JONES BROOK 839.5 FEET TO A STONE PILE FOUND AT THE STONE WALL AT DIVISION LOT LINE 59 AND 58;
THENCE SOUTH 67° 51' EAST ALONG SAID STONE WALL AT THE DIVISION LOT LINE 1006.0 FEET TO A STAKE SET AT THE INTERSECTION OF STONE WALLS AT THE NORTHWEST CORNER OF KANELBA (LIBER 747, PAGE 39);
THENCE SOUTH 17° 11' WEST ALONG A STONE WALL 455.2 FEET TO A STAKE SET AT KANELBA'S SOUTHWEST CORNER;
THENCE SOUTH 66° 20' EAST ALONG THE SOUTH BOUNDS OF KANELBA 734.6 FEET TO THE CENTER OF POLSTER ROAD;
THENCE ALONG POLSTER ROAD SOUTH 23° 14' WEST 398.1 FEET TO A POINT SOUTH 22° 54' WEST 422.0 FEET TO A POINT AND SOUTH 22° 01' WEST 525.1 FEET TO THE POINT OR PLACE OF BEGINNING.

Parcel O:

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF DELAWARE, COUNTY OF SULLIVAN, STATE OF NEW YORK BEING A PORTION OF THE PREMISES CONVEYED TO KAL SEINFELD, BETTY SEINFELD, RALPH LIMMER AND ROSLYN LIMMER BY DEED DATED OCTOBER 27, 1977 AND RECORDED IN THE SULLIVAN COUNTY CLERK'S OFFICE IN LIBER 878 OF DEEDS AT PAGE 327, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF TRAVELED WAY OF COUNTY ROAD NO. 164 AT THE SOUTHWEST CORNER OF LANDS OF CALLICOON DEVELOPMENT CORP. (SEE LIBER 1150 OF DEEDS AT PAGE 129 AND 132 FOR DESCRIPTION) AND RUNNING THENCE FROM SAID PLACE OF BEGINNING SOUTH 66° 59' EAST 1113.30 FEET LEAVING SAID ROAD AND PASSING ALONG THE SOUTH LINE OF SAID CALLICOON DEVELOPMENT CORP. PARCEL AS EVIDENCED GENERALLY BY A STONE ROW AND CONTINUING TO AND ALONG THE SOUTH LINE OF OTHER LANDS OF CALLICOON DEVELOPMENT CORP. (SEE LIBER 1254 OF DEEDS AT PAGE 75 FOR DESCRIPTION) TO A POINT;
THENCE CONTINUING ALONG SAID SOUTH LINE SOUTH 67° 01' EAST 464.82 FEET TO A POINT IN SAID STONE ROW;
THENCE CONTINUING ALONG SAID SOUTH LINE SOUTH 66° 38' EAST 1309.31 FEET PASSING TO AND ALONG THE SOUTH LINE OF LANDS OF VILLA ROMA COUNTRY CLUB, INC. (SEE LAND RECORD LIBER 1577 AT PAGE 116 AND PAGE 122) TO A POINT AT THE SOUTHWEST CORNER OF LANDS OF MAUS (SEE LIBER 1317 OF DEEDS AT PAGE 93);
THENCE SOUTH 67° 25' EAST 670.37 FEET PASSING ALONG THE SOUTH LINE OF SAID MAUS PARCEL AS EVIDENCED GENERALLY BY A STONE WALL TO AN IRON PIN SET AT A STONE WALL CORNER;
THENCE SOUTH 17° 28' WEST 1066.91 FEET PASSING ALONG THE WEST LINE OF LANDS OF FORD (SEE LIBER 895 OF DEEDS AT PAGE 291) TO AN IRON PIN SET;
THENCE NORTH 66° 52' WEST 1523.51 FEET PASSING ALONG THE NORTH LINE OF LANDS OF WINKELSTERN (SEE LIBER 640 OF DEEDS AT PAGE 371) TO AN IRON PIN SET;
THENCE SOUTH 17° 01' WEST 620.70 FEET PASSING ALONG THE WEST LINE OF SAID WINKELSTERN PARCEL TO AN IRON PIN SET;
THENCE NORTH 67° 10' WEST 1472.28 FEET PASSING ALONG THE NORTH LINE OF LANDS OF SCHUMACHER (SEE LIBER 704 OF DEEDS AT PAGE 926) TO A POINT AT THE SOUTHEAST CORNER OF LANDS OF GRASSO (SEE LIBER 1074 OF DEEDS AT PAGE 35);
THENCE NORTH 07° 21' EAST 416.12 FEET PASSING ALONG THE EAST LINE OF LANDS OF GRASSO TO AN IRON PIN SET;
THENCE NORTH 67° 10' WEST 216.00 FEET PASSING ALONG THE NORTH LINE OF SAID GRASSO PARCEL TO A POINT IN THE CENTER OF TRAVELED WAY OF REUM ROAD-TOWN ROAD NO. 35;
THENCE NORTH 07° 47' EAST 143.13 FEET AND NORTH 08° 16' EAST 134.10 FEET PASSING ALONG THE CENTER OF TRAVELED WAY OF SAID ROAD TO A POINT;
THENCE LEAVING SAID ROAD AND RUNNING SOUTH 66° 36' EAST 275.00 FEET PASSING ALONG THE SOUTH LINE OF A 3.22 ACRE PARCEL TO AN IRON PIN SET;
THENCE NORTH 19° 10' EAST 440.00 FEET PASSING ALONG THE EAST LINE OF SAID 3.22 ACRE PARCEL TO AN IRON PIN SET;
THENCE NORTH 67° 58' WEST 375.00 FEET PASSING ALONG THE NORTH LINE OF SAID 3.22 ACRE PARCEL TO A POINT IN THE CENTER OF TRAVELED WAY OF COUNTY ROAD NO. 164;
THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE CENTER OF TRAVELED WAY OF SAID COUNTY ROAD:
NORTH 02° 31' EAST 55.82 FEET;
NORTH 03° 03' EAST 75.66 FEET;
NORTH 03° 12' EAST 74.17 FEET;
NORTH 03° 09' EAST 139.63 FEET;
NORTH 04° 05' EAST 129.44 FEET;
NORTH 04° 57' EAST 73.04 FEET AND
NORTH 08° 24' EAST 70.68 FEET TO THE POINT OR PLACE OF BEGINNING.

EXCEPTING FROM ALL OF THE ABOVE PARCELS ANY LAND LYING IN THE BEDS OF STREETS, ROADS OR AVENUES.

BEING THE SAME PROPERTY DESCRIBED AS:

AS TO PARCELS C, D, E, G, H, I, K, L, M AND N:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF DELAWARE, COUNTY OF SULLIVAN AND STATE OF NEW YORK, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A NORTHEAST CORNER OF LOT C AS SHOWN ON SURVEY MAP OF LANDS COMPROMISING THE VILLA ROMA PLANNED UNIT DEVELOPMENT DISTRICT, BOOK 6, PG. 196, SULLIVAN COUNTY, NEW YORK;
THENCE FROM SAID POINT OF BEGINNING ALONG THE EAST LINE OF SAID LOT C, S09°00'47"W A DISTANCE OF 420.00'; THENCE S18°10'47"W A DISTANCE OF 950.00'; THENCE S84°15'13"E A DISTANCE OF 1045.23'; THENCE S07°14'47"W A DISTANCE OF 534.80' TO THE NORTHEAST CORNER OF LOT B-1 OF SAID SURVEY MAP; THENCE ALONG THE EAST LINE OF SAID LOT B-1, S07°31'05"W A DISTANCE OF 294.95'; THENCE S07°20'47"W A DISTANCE OF 666.12'; THENCE S78°34'13"E A DISTANCE OF 785.40'; THENCE S05°54'47"W A DISTANCE OF 455.20'; THENCE S77°59'13"E A DISTANCE OF 724.58' TO A POINT IN THE CENTERLINE OF POLSTER ROAD; THENCE ALONG SAID CENTERLINE S11°44'47"W A DISTANCE OF 400.00' TO THE NORTHEAST CORNER OF LOT A OF SAID SURVEY MAP; THENCE S11°44'47"W A DISTANCE OF 156.25'; THENCE S10°28'27"W A DISTANCE OF 789.13' TO THE CENTERLINE INTERSECTION OF POLSTER ROAD AND VILLA ROMA ROAD ALSO BEING THE SOUTHEASTERN CORNER OF SAID LOT A; THENCE ALONG THE CENTERLINE OF VILLA ROMA ROAD N78°06'13"W A DISTANCE OF 608.38'; THENCE N78°33'13"W A DISTANCE OF 221.93'; THENCE N79°27'13"W A DISTANCE OF 55.05'; THENCE S86°54'47"W A DISTANCE OF 39.06'; THENCE S64°03'47"W A DISTANCE OF 75.45'; THENCE S54°23'47"W A DISTANCE OF 154.33' TO THE SOUTHWEST CORNER OF SAID LOT A, ALSO BEING ON THE EAST LINE OF LOT B-1 OF SAID SURVEY MAP;
THENCE ALONG SAID EAST LINE OF SAID LOT B-1 AND THE CENTERLINE OF VILLA ROMA ROAD S62°26'47"W A DISTANCE OF 46.75'; THENCE S68°27'47"W A DISTANCE OF 139.53'; THENCE S83°40'47"W A DISTANCE OF 91.87'; THENCE N86°36'13"W A DISTANCE OF 76.12'; THENCE N77°20'13"W A DISTANCE OF 44.32'; THENCE LEAVING SAID CENTERLINE AND CONTINUING ALONG THE EAST LINE OF SAID LOT B-1 S05°38'44"W A DISTANCE OF 636.36' TO THE SOUTHEAST CORNER OF SAID LOT B-1; THENCE ALONG THE SOUTH LINE OF SAID LOT B-1,

N77°55'13"W A DISTANCE OF 778.11' TO THE SOUTHWEST CORNER OF SAID LOT B-1; THENCE ALONG THE WEST LINE OF SAID LOT B-1, N11°42'47"E A DISTANCE OF 568.14'; THENCE N61°22'13"W A DISTANCE OF 537.34'; THENCE N49°38'13"W A DISTANCE OF 68.60'; THENCE N08°44'09"E A DISTANCE OF 511.31' TO A POINT IN THE CENTERLINE OF VILLA ROMA ROAD; THENCE ALONG SAID CENTERLINE S51°22'13"E A DISTANCE OF 41.05'; THENCE S65°18'13"E A DISTANCE OF 91.13'; THENCE S68°29'13"E A DISTANCE OF 250.00'; THENCE LEAVING SAID CENTERLINE N38°40'47"E A DISTANCE OF 316.93'; THENCE N33°37'13"W A DISTANCE OF 65.29'; THENCE S56°22'47"W A DISTANCE OF 50.32'; THENCE N78°05'13"W A DISTANCE OF 156.02'; THENCE N33°14'47"E A DISTANCE OF 256.79'; THENCE N58°38'13"W A DISTANCE OF 131.87'; THENCE N05°40'47"E A DISTANCE OF 130.21'; THENCE N78°05'13"W A DISTANCE OF 300.00' TO A POINT ON THE EAST LINE OF LOT B-3 OF SAID SURVEY MAP; THENCE ALONG SAID EAST LINE S78°14'47"W A DISTANCE OF 106.92'; THENCE S43°47'47"W A DISTANCE OF 300.02' TO A POINT IN THE CENTERLINE OF VILLA ROMA ROAD ALSO BEING THE SOUTH LINE OF SAID LOT B-3; THENCE ALONG SAID CENTERLINE N34°46'53"W A DISTANCE OF 159.88'; THENCE N43°09'13"W A DISTANCE OF 85.09' TO THE SOUTHEAST CORNER OF LOT H OF SAID SURVEY MAP; THENCE LEAVING SAID CENTERLINE AND RUNNING ALONG THE EAST AND NORTH LINES OF SAID LOT H, N35°45'47"E A DISTANCE OF 221.30'; THENCE N56°10'13"W A DISTANCE OF 927.53'; THENCE S82°14'47"W A DISTANCE OF 364.06'; THENCE N67°33'13"W A DISTANCE OF 157.88' TO THE NORTHWEST CORNER OF SAID LOT H AND SOUTHWEST CORNER OF SAID LOT B-3, ALSO BEING ON THE CENTERLINE OF COUNTY ROAD NO. 164; THENCE ALONG SAID CENTERLINE AND THE WEST LINE OF SAID LOT B-3, N22°26'47"E A DISTANCE OF 113.48'; THENCE N21°22'47"E A DISTANCE OF 245.84'; THENCE N18°03'47"E A DISTANCE OF 120.68'; THENCE N13°51'47"E A DISTANCE OF 93.42'; THENCE N08°24'47"E A DISTANCE OF 154.90'; THENCE N05°37'47"E A DISTANCE OF 70.44'; THENCE N04°48'47"E A DISTANCE OF 280.36'; THENCE N06°10'47"E A DISTANCE OF 420.20'; THENCE N05°45'47"E A DISTANCE OF 243.79' TO THE SOUTHWEST CORNER OF LOT G OF SAID SURVEY MAP; THENCE CONTINUING ALONG SAID CENTERLINE AND THE WEST LINE OF SAID LOT G, N05°17'47"E A DISTANCE OF 117.68'; THENCE N05°50'47"E A DISTANCE OF 109.97'; THENCE N04°42'47"E A DISTANCE OF 481.15' TO THE NORTHWEST CORNER OF SAID LOT G; THENCE ALONG THE NORTH LINE OF SAID LOT G, S82°11'13"E A DISTANCE OF 230.29'; THENCE S85°05'13"E A DISTANCE OF 394.37' TO THE NORTHWEST CORNER OF SAID LOT G, ALSO BEING ON THE WEST LINE OF LOT B-3; THENCE ALONG SAID WEST LINE N09°37'47"E A DISTANCE OF 293.59'; THENCE S75°50'13"E A DISTANCE OF 29.98'; THENCE N07°27'39"E A DISTANCE OF 96.05' TO THE SOUTHWEST CORNER OF LOT C OF SAID SURVEY MAP; THENCE ALONG THE WEST LINE OF SAID LOT C, N07°23'47"E A DISTANCE OF 350.53' TO A POINT IN THE CENTERLINE OF COUNTY ROAD NO. 164 AND THE NORTH LINE OF SAID LOT C; THENCE ALONG SAID NORTH LINE AND CENTERLINE S80°47'13"E A DISTANCE OF 241.09'; THENCE S80°09'13"E A DISTANCE OF 547.62'; THENCE S79°51'13"E A DISTANCE OF 423.01'; THENCE S77°30'13"E A DISTANCE OF 197.91' TO THE POINT OF BEGINNING.

AND ALSO

AS TO PARCELS B AND J:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF DELAWARE, COUNTY OF SULLIVAN AND STATE OF NEW YORK, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF COUNTY ROAD NO. 164, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT I AS SHOWN ON SURVEY MAP OF LANDS COMPROMISING THE VILLA ROMA PLANNED UNIT DEVELOPMENT DISTRICT, BOOK 6, PG. 196, SULLIVAN COUNTY, NEW YORK; THENCE FROM SAID POINT OF BEGINNING AND RUNNING ALONG THE WEST LINE OF SAID LOT I AND SAID CENTERLINE N04°53'19"W A DISTANCE OF 156.04'; THENCE N04°05'13"W A DISTANCE OF 295.03'; THENCE N03°09'13"W A DISTANCE OF 47.57'; THENCE N03°09'13"W A DISTANCE OF 24.88'; THENCE N04°40'13"W A DISTANCE OF 45.47' TO THE NORTHWEST CORNER OF SAID LOT I; THENCE ALONG THE NORTH LINE OF SAID LOT I, N86°11'47"E A DISTANCE OF 127.56' TO THE WEST LINE OF LOT B-2 OF SAID SURVEY MAP; THENCE ALONG THE NORTH AND WEST LINES OF SAID LOT B-2, N10°56'13"W A DISTANCE OF 164.47'; THENCE N78°12'47"E A DISTANCE OF 517.63'; THENCE S68°15'13"E A DISTANCE OF 39.40'; THENCE S78°34'13"E A DISTANCE OF 234.47'; THENCE N04°24'47"E A DISTANCE OF 740.68'; THENCE S60°02'13"E A DISTANCE OF 139.09'; THENCE S54°11'13"E A DISTANCE OF 225.77'; THENCE N29°42'47"E A DISTANCE OF 186.20'; THENCE N07°03'47"E A DISTANCE OF 74.09' TO THE NORTHWEST CORNER OF SAID LOT B-2, SAID CORNER LYING IN THE CENTERLINE OF VILLA ROMA ROAD; THENCE ALONG SAID CENTERLINE S47°23'06"E A DISTANCE OF 61.51' THE NORTHEAST CORNER OF SAID LOT B-2; THENCE LEAVING SAID CENTERLINE AND RUNNING ALONG THE EAST LINE OF SAID LOT B-2 S07°03'58"W A DISTANCE OF 833.71'; THENCE S67°53'13"E A DISTANCE OF 160.00'; THENCE S54°17'13"E A DISTANCE OF 155.11'; THENCE S03°11'13"E A DISTANCE OF 210.91'; THENCE S72°59'47"W A DISTANCE OF 200.00'; THENCE S16°20'13"E A DISTANCE OF 442.25'; THENCE S19°04'47"W A DISTANCE OF 110.90'; THENCE N76°37'13"W A DISTANCE OF 399.27' TO THE EASTERN MOST CORNER OF LOT I OF SAID SURVEY MAP; THENCE ALONG THE EAST LINE OF SAID LOT I, S11°43'47"W A DISTANCE OF 40.71' TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE SOUTH LINE OF SAID LOT I, N78°16'13"W A DISTANCE OF 1039.67' TO THE POINT OF BEGINNING.

AND ALSO

AS TO PARCEL A:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF DELAWARE, COUNTY OF SULLIVAN AND STATE OF NEW YORK, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWEST RIGHT OF WAY LINE OF COUNTY ROAD 164 AND THE NORTH RIGHT OF WAY LINE OF VILLA ROMA ROAD; THENCE FROM SAID POINT OF BEGINNING ALONG THE NORTH RIGHT OF WAY LINE OF VILLA ROMA ROAD N78°02'36"W A DISTANCE OF 1.30' TO THE SOUTHEAST CORNER OF THE PARCEL NOW OR FORMERLY CONVEYED TO WILLIAM JAMES JENKS; THENCE ALONG THE EAST LINE OF SAID PARCEL N03°42'31"E A DISTANCE OF 674.97' TO A POINT ON THE SOUTH LINE OF A PARCEL NOW OR FORMERLY CONVEYED TO ROBIN L. BRUCE; THENCE ALONG SAID LINE S82°38'21"E A DISTANCE OF 212.80' AND S72°36'18"E A DISTANCE OF 21.23' TO THE NORTHWEST RIGHT OF WAY LINE OF COUNTY ROAD 164; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING 4 BEARING AND DISTANCES; S18°05'24"W A DISTANCE OF 36.10'; THENCE S21°24'24"W A DISTANCE OF 245.61'; THENCE S22°32'21"W A DISTANCE OF 111.15'; THENCE S25°22'32"W A DISTANCE OF 303.89' TO THE POINT OF BEGINNING.

AND ALSO

AS TO PARCEL O:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF DELAWARE, COUNTY OF SULLIVAN AND STATE OF NEW YORK, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL I AS SHOWN ON SURVEY MAP OF LANDS COMPROMISING THE VILLA ROMA PLANNED UNIT DEVELOPMENT DISTRICT, BOOK 6, PG. 196, SULLIVAN COUNTY, NEW YORK; THENCE ALONG THE SOUTH LINE OF SAID PARCEL I S78°16'13"E A DISTANCE OF 1113.39'; THENCE S78°18'13"E A DISTANCE OF 464.82'; THENCE S08°47'13"E A DISTANCE OF 170.00'; THENCE S63°04'13"E A DISTANCE OF 277.35'; THENCE N28°42'47"E A DISTANCE OF 239.97'; THENCE S77°55'13"E A DISTANCE OF 911.98'; THENCE S78°42'13"E A DISTANCE OF 670.37' TO THE NORTHWEST CORNER OF THE PARCEL NOW OR FORMERLY CONVEYED TO JOANNE MALONEY; THENCE ALONG THE WEST LINE OF SAID PARCEL S06°10'47"W A DISTANCE OF 1066.91' TO THE NORTHEAST CORNER OF THE PARCEL NOW OR FORMERLY CONVEYED TO MICHAEL JOSEPH GALLAGHER JR; THENCE ALONG THE NORTH AND WEST LINES OF SAID PARCEL N78°09'13"W A DISTANCE OF 1523.51'; THENCE S05°43'47"W A DISTANCE OF 620.70'; THENCE N78°27'13"W A DISTANCE OF 1472.28' TO THE SOUTHEAST CORNER OF THE PARCEL NOW OR FORMERLY CONVEYED TO MARY SCHUMACHER; THENCE ALONG THE EAST AND NORTH LINES OF SAID PARCEL N03°56'13"W A DISTANCE OF 416.12' AND N78°27'13"W A DISTANCE OF 216.00'; THENCE N03°30'13"W A DISTANCE OF 143.13'; THENCE N03°01'13"W A DISTANCE OF 134.10' TO THE SOUTHWEST CORNER OF THE PARCEL NOW OR FORMERLY CONVEYED TO THOMAS E. YOHE; THENCE ALONG THE SOUTH, EAST AND NORTH LINES OF SAID PARCEL S77°53'13"E A DISTANCE OF 275.00'; N07°52'47"E A DISTANCE OF 440.00' AND N79°15'13"W A DISTANCE OF 375.00' TO THE CENTERLINE OF REUM ROAD; THENCE ALONG SAID CENTERLINE N08°46'13"W A DISTANCE OF 55.82'; THENCE N08°14'13"W A DISTANCE OF 75.66'; THENCE N08°05'13"W A DISTANCE OF 74.17'; THENCE N08°08'13"W A DISTANCE OF 139.63'; THENCE N07°12'13"W A DISTANCE OF 129.44'; THENCE N06°20'13"W A DISTANCE OF 73.04'; THENCE N02°53'13"W A DISTANCE OF 70.92' TO THE POINT OF BEGINNING.

FOR CONVEYANCING ONLY: TOGETHER with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.

SCHEDULE B

DESCRIPTION OF THE EQUIPMENT

All equipment, furniture, fixtures, machines, building materials and items of personal property and all appurtenances (A) acquired, renovated, rehabilitated, installed and equipped and/or intended to be acquired, renovated, rehabilitated, installed or equipped in connection with acquisition, renovation, rehabilitation, installation and equipping of Fay Hospitality Catskills LLC (“Company”) project located on the real property described on Schedule A hereto, said Project to be acquired, renovated, rehabilitated, installed and equipped by the Company as agent of the Agency pursuant to the Agent and Project Agreement, dated as of September 6, 2024; and (B) now or hereafter attached to, contained in or used in connection with the Land or placed on any part thereof, though not attached thereto, including but not limited to, pipes, screens, fixtures, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, telephone and information systems, furniture, rugs, movable partitions, cleaning equipment, maintenance equipment, shelving, signs, waste containers, outdoor benches, drapes, blinds and accessories, sprinkler systems and other fire prevention and extinguishing apparatus.

LEASE TO AGENCY

THIS LEASE TO AGENCY ("Lease Agreement"), effective as of the 6th day of September, 2024, is by and between FAY HOSPITALITY CATSKILLS LLC, a Delaware limited liability company with offices located at c/o Fay US Investments Corporation, 1185 Avenue of the Americas, 3rd Floor, New York, New York 10036 ("Company") and the COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having its principal offices at 548 Broadway, Monticello, New York 12701 ("Agency").

RECITALS

WHEREAS, the Agency was created by Chapter 560 of the Laws of 1970 of the State of New York ("State") pursuant to Title I of Article 18-A of the (General Municipal Law of the State of New York (collectively referred to as the "Enabling Act") as a body corporate and politic and as a public benefit corporation of 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 its standard of living; and

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

WHEREAS, pursuant to and in connection with the provisions of the Enabling Act, the Agency is empowered under the Act to undertake the providing of financing and taking of title or a leasehold interest in the Project (as described below); and

WHEREAS, on or about August 6, 2024, the Company presented an application to the Agency ("Application"), a copy of which is on file at the office of the Agency, requesting that the Agency consider undertaking a project consisting of the: (i) acquisition, renovation, rehabilitation, installation and equipping of the existing Villa Roma Resort and Conference Center including but not limited to (a) a resort hotel including 139 guest rooms with amenities ("Resort Hotel"); (b) an 18 hole golf course with driving range ("Golf Course"); (c) a golf clubhouse and pro shop ("Golf Clubhouse"); (d) a ski area ("Ski Area"); and (e) multiple pool areas, restaurants, a fitness center, and numerous other recreational facilities ("Related Facilities," and together with the Resort Hotel, the Golf Course, the Golf Clubhouse, and the Ski Area, the "Resort and Conference Center") situate on fourteen (14) parcels of real estate consisting of approximately 462 acres located at Villa Roma Road, County Road 164, and Polster Road, Town of Delaware ("Town"), County of Sullivan ("County"), State of New York and identified on the Town tax map as Section 5, Block

1, Lot 26.2; Section 20, Block 1, Lots 7.1, 8.2, 8.3, 9.1, 9.4, 9.6, 9.8, 9.9, 9.10, 11.3, 11.4, 12.6, and 14.2 (“Land”); (ii) acquisition and installation thereon and therein of certain furniture, fixtures, machinery, equipment and tools (“Equipment”); (iii) renovation and rehabilitation of improvements to the Resort and Conference Center, the Land and the Equipment (collectively, the Resort and Conference Center, the Land and the Equipment are referred to as the “Project”); and (iv) lease of the Project from the Agency to the Company; and

WHEREAS, by resolution, dated September 4, 2024, the Agency authorized (i) the Company to act as its agent for the purposes of acquiring, renovating, rehabilitating, installing and equipping the Project; (ii) negotiate and enter into an Agent and Project Agreement, this Lease Agreement, the Leaseback to Company (“Leaseback Agreement”) and the Payment in Lieu of Taxation Agreement (“PILOT Agreement”), all of even date herewith, with the Company; (iii) hold a leasehold interest in the Land, the improvements and personal property thereon which constitute the Project; and (iv) provide financial assistance to the Company in the form of (a) sales tax exemption for purchases related to the renovation, rehabilitation, installation and equipping of the Project; (b) a real property tax abatement on increased value resulting from improvements to the Land through the PILOT Agreement; and (c) a mortgage tax exemption for financing related to the Project; and

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

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

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

ARTICLE I

REPRESENTATIONS AND COVENANTS

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

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

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

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

ARTICLE II

DEMISING CLAUSES AND RENTAL PROVISIONS

2.1. Agreement to Transfer to Agency. The Company has leased or has caused to be leased to the Agency a leasehold interest in the real property, including any buildings, structures or

improvements thereon, described in Schedule A attached hereto, and the Company has or will convey to the Agency all of its interest in the Equipment described in Schedule B. The Company agrees the Agency's interest in the Project resulting from said conveyances will be sufficient for the purposes intended by this Lease Agreement and agrees that it will defend, indemnify and hold the Agency harmless from any expense or liability or loss or damage arising out of the lease or a defect in title or a lien adversely affecting the Project and will pay all reasonable expenses incurred by the Agency in defending any action respecting the lease or title to or a lien affecting the Project.

- 2.2. Demise of Project. The Company hereby demises and leases the Project to the Agency and the Agency hereby rents and leases the Project from the Company upon the terms and conditions of this Lease Agreement.
- 2.3. Remedies to be Pursued Against Contractors and Subcontractors and its Sureties. In the event of a default by any contractor, subcontractor or any other person under any contract made by it in connection with the Project or in the event of a breach of warranty or other liability with respect to any materials, workmanship, or performance, or guaranty, the Company at its expense, either separately or in conjunction with others, may pursue any and all remedies available to them and the Agency, as appropriate, against the contractor, subcontractor, manufacturer, supplier or other person so in default and against such surety for the performance of such contract. The Company in its own name or in the name of the Agency, may prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor, manufacturer, supplier or surety or other person which is reasonably necessary, and in such events the Agency, at the Company's expense, hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the Agency (including but not limited to reasonable attorneys' fees) in any such action or proceeding.
- 2.4. Duration of Lease Term; Quiet Enjoyment.
 - (a) The Company shall deliver to the Agency possession of the Land and Project (subject to the provisions hereof) and the leasehold estate created hereby shall commence as of the date hereof.
 - (b) The leasehold estate created hereby shall terminate at 11:59 P.M. on February 15, 2040, or on such earlier date as may be permitted by Section 6.1 hereof.
 - (c) The period commencing on the date described in Section 2.4(a) herein through the date described in Section 2.4(b) herein shall be herein defined as the "Lease Term".
- 2.5. Rents. The rental under this Lease Agreement shall be One (\$1.00) Dollar and other good and valuable consideration, receipt of which is hereby acknowledged by the Company.

2.6. Use; Lease Agreement.

- (a) The Agency shall hold and use the Project only for leaseback to the Company under the Leaseback Agreement and otherwise shall not sell or assign its rights hereunder nor the leasehold estate created thereby.
- (b) Contemporaneously with the execution and delivery of this Lease Agreement, the Agency shall enter into the Leaseback Agreement, pursuant to which the Company as agent of the Agency agrees to undertake and complete the Project. Pursuant to the Leaseback Agreement, the Company, as tenant of the Agency under the Leaseback Agreement, is required to perform all of the Agency's obligations under this Lease Agreement. Accordingly, and notwithstanding anything to the contrary contained in this Lease Agreement, the Company shall not be entitled to declare a default hereunder or exercise any rights or remedies hereunder, if any asserted default by the Agency hereunder relates to a failure by the Company, as tenant of the Agency under the Leaseback Agreement, to perform its corresponding obligations under the Leaseback Agreement.

ARTICLE III

DAMAGE, DESTRUCTION AND CONDEMNATION

3.1. Damage or Destruction.

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

ARTICLE IV

SPECIAL COVENANTS

- 4.1. Hold Harmless Provisions. To the fullest extent permitted by law, the Company hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold harmless the Agency, its chief executive officer, executive director, directors, officers, employees, members, agents (except the Company), representatives, and their respective successors and assigns and personal representatives from and against any and all (i) liability for loss or damage to property or injury to or

death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Project or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Project or (ii) liability arising from or expense incurred by the Agency and financing of the Project, including without limiting the generality of the foregoing, all causes of action and reasonable attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the breach of a statutory obligation or the application of any rule of comparative or apportioned liability. The foregoing obligations of the Company shall remain in full force and effect after the termination of this Lease Agreement.

ARTICLE V

ASSIGNMENTS AND SUBLEASING; MORTGAGE AND PLEDGE OF INTERESTS

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

ARTICLE VI

TERMINATION

- 6.1 Early Termination of Lease Agreement. The Company shall have the option at any time to terminate this Lease Agreement upon filing with the Agency a certificate signed by an authorized representative of the Company stating the Company's intention to do so pursuant to this Section 6.1 and upon compliance with the requirements set forth in Section 6.2 hereof.
- 6.2. Option to Terminate. Upon termination of this Lease Agreement in accordance with Section 6.1 hereof, the Company shall pay to the Agency all sums due under Sections 2.6, 3.3 and 3.7 of the Leaseback Agreement and all other sums due under the Leaseback Agreement.
- 6.3. Termination of Lease Agreement.
- (a) Pursuant to Section 6.2 hereof, the Agency shall deliver to the Company all necessary documents to reflect termination or amendment of this Lease Agreement, subject only to the following:
- (i) any liens to which the Project was subject when leased to the Agency,

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

ARTICLE VI

GENERAL PROVISIONS

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

If to the Agency:

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

with a copy to:

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

If to the Company:

Fay Hospitality Catskills LLC
c/o Fay US Investments Corporation
1185 Avenue of the Americas, 3rd Floor
New York, New York 10036
Attn: Sandeep Wadhwa, President

with a copy to:

Duane Morris LLP
1540 Broadway
New York, New York 10036-4086
Attn: Lee J. Potter, Jr., Esq.

or at such other address and/or addresses as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section. Any electronic notice sent outside of regular hours shall be deemed given on the next business day.

- 7.2. Binding Effect. This Lease Agreement shall inure to the benefit of and shall be binding upon the Agency, the Company and its respective permitted successors and assigns.
- 7.3. Waiver. No waiver of any of the provisions of this Lease Agreement shall be deemed to or shall constitute a waiver or any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.
- 7.4. Severability. If any provision of this Lease Agreement shall be determined to be illegal and unenforceable by any court of law or any competent governmental or other authority, the remaining provisions shall be severable and enforceable in accordance with its terms so long as this Lease Agreement without such terms or provisions does not fail of its essential purpose or purposes. The parties will negotiate in good faith to replace any such illegal or unenforceable provision or provisions with suitable substitute provisions which will maintain the economic purposes and intentions of this Lease Agreement.
- 7.5. Governing Law, Venue. This Lease Agreement shall be governed, construed and enforced in accordance with the laws of the State for contracts to be wholly performed therein. The parties hereby designate a court of proper jurisdiction in Sullivan County, State of New York as the exclusive venue for resolution of any disputes which may arise under or by reason of this Lease Agreement.
- 7.6. Section Headings Not Controlling. The headings of the several sections in this Lease Agreement have been prepared for convenience of reference only and shall not control, affect the meaning or be taken as an interpretation of any provision of this Lease Agreement.
- 7.7. Recording and Filing. This Lease Agreement, or a memorandum thereof, shall be recorded or filed, as the case may be, in the Office of the Clerk of Sullivan County, State of New York, or in such other office as may at the time be provided by law as the proper place for the recordation or filing thereof.
- 7.8. No Recourse; Special Obligation. Notwithstanding anything to the contrary contained herein, the obligations and agreements of the Agency and the Company contained herein and in any other agreement executed by the Agency and the Company and in any other instrument or document supplemental thereto executed in connection herewith or therewith shall be deemed the obligation and agreements of the Agency and the Company, and not of any chief executive officer, executive director, director, officer, employee, member, agent (except the Company), representative, or their respective successors and assigns and personal representatives in his or her individual capacity, and

the chief executive officer, executive director, directors, officers, employees, members, agents (except the Company), representatives, and their respective successors and assigns and personal representatives of the Agency and the Company shall not be liable personally thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby. The obligations and agreements of the Agency contained herein or therein shall not constitute or give rise to an obligation of the State, the County, or any of the taxing jurisdictions and neither the State, the County, or any of the taxing jurisdictions shall be liable thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute a limited obligation of the Agency payable solely from revenues derived from the sale of the Agency's interest in the Project.

- 7.9. Counterparts. This Lease Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute a single instrument.
- 7.10. Entire Agreement. This Lease Agreement together with the Agent and Project Agreement, Leaseback Agreement and the PILOT Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior discussions and negotiations between them. This Lease Agreement may not be amended in any respect except by a written amendment expressly referring to this Lease Agreement and executed by the parties to be bound thereby.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

FAY HOSPITALITY CATSKILLS LLC
By: Fay Villa Roma LLC, its sole member
By: Fay US Investments Corporation, its managing member

By: Sandeep Wadhwa, President

COUNTY OF SULLIVAN INDUSTRIAL
DEVELOPMENT AGENCY

By: Howard Siegel, Chairman

SCHEDULE A

SCHEDULE B

DESCRIPTION OF THE EQUIPMENT

All equipment, furniture, fixtures, machines, building materials and items of personal property and all appurtenances (A) acquired, renovated, rehabilitated, installed and equipped and/or intended to be acquired, renovated, rehabilitated, installed or equipped in connection with acquisition, renovation, rehabilitation, installation and equipping of Fay Hospitality Catskills LLC (“Company”) project located on the real property described on Schedule A hereto, said Project to be acquired, renovated, rehabilitated, installed and equipped by the Company as agent of the Agency pursuant to the Agent and Project Agreement, dated as of September 6, 2024; and (B) now or hereafter attached to, contained in or used in connection with the Land or placed on any part thereof, though not attached thereto, including but not limited to, pipes, screens, fixtures, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, telephone and information systems, furniture, rugs, movable partitions, cleaning equipment, maintenance equipment, shelving, signs, waste containers, outdoor benches, drapes, blinds and accessories, sprinkler systems and other fire prevention and extinguishing apparatus.