

George M. Pond
Partner

October 7, 2016

Hon. Kathleen H. Burgess
Secretary
New York State Public Service Commission
3 Empire Plaza
Albany, New York 12223

Re: Greenidge Pipeline LLC and Greenidge Pipeline Properties Corporation
Case 15-T-0586

Dear Secretary Burgess:

On behalf of Greenidge Pipeline LLC and Greenidge Pipeline Properties Corporation (collective, the “Certificate Holders”), enclosed please find copies of all easements and/or proof of easement for the Facility, for filing with the Commission in the above referenced proceeding:

Respectfully submitted,

/s/

George M. Pond
Attorney for Greenidge Pipeline LLC and
Greenidge Pipeline Properties Corporation

William Little, Esq. (w/encl.)

GROUND LEASE AGREEMENT

THIS GROUND LEASE ("Lease") is made this 16th day of April, 2018 ("Effective Date"), between **GARY E. HENDERSON**, with an address of 56 Austin Street, Rochester, NY 14606 (hereinafter called "*Landlord*") and **GREENIDGE PIPELINE, LLC**, a New York limited liability company, with offices at 590 Plant Road, Dresden, NY 14441 (hereinafter called "*Tenant*").

WITNESSETH:

For and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the premises, the mutual covenants and agreements hereinafter set forth, Landlord and Tenant agree as follows:

1. LEASED PREMISES, TERM, TERMINATION RIGHT. Landlord does hereby demise and let unto Tenant, and Tenant does hereby lease and take from Landlord, for the term and upon the terms and conditions set forth in this Lease, the premises, as is, situated in the Town of Milo, County of Yates and State of New York, being part of property tax identification number 50.04-1-6, and more particularly described in Exhibit "A" and shown on Exhibit "B" attached hereto and made a part hereof (hereinafter called "*Premises*"), together with the easements, rights and appurtenances in connection therewith or thereunto belonging, to have and to hold the same for the term of ninety-nine (99) years ("*Term*"), commencing on the Effective Date. Tenant shall have the right to terminate this Lease prior to the expiration of the Term by giving Landlord written notice of such termination six (6) months prior to the effect of the termination. Tenant shall also have the right to terminate this Lease at any time if it fails to obtain the Approvals (as defined in Section 3 hereof) or if Empire Pipeline LLC does not consent to having Tenant tap into its existing gas pipeline located on the Premises. It being understood and agreed that, in the event Tenant requires, in Tenant's sole discretion, the use of only a portion of the Premises as described in Exhibit "A" and shown on Exhibit "B", Tenant and Landlord agree to amend this Lease and the definition of the Premises described herein, and to provide such amended exhibits as may be necessary to effectuate such change.

2. RENT.

Upon the Effective Date, Tenant agrees to pay to Landlord, without necessity of prior notice or demand, and without diminution, deduction or setoff whatsoever, rent for the entire Term in the amount of \$15,000.00, to be paid in annual rental payments in the amount of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) until paid in full.

3. STRUCTURES AND COMPLIANCE WITH LAWS.

Tenant, at its sole cost and expense, shall construct improvements on the Premises, including, but not limited to, a gas pipeline tied into an existing pipeline owned by Empire Pipeline LLC and a metering station, as approximately shown on Exhibit "C", attached hereto. Tenant shall have the ability to make all necessary alterations and improvements to the pipeline and metering station as is reasonably required for their proper use and function. Landlord agrees to reasonably cooperate with Tenant in connection with Tenant's efforts to obtain all permits and the approvals Tenant deems necessary as well as any other permits or approvals that Tenant must obtain in connection with the development, construction, and equipping of the improvements ("Approvals").

Tenant covenants that the structure or structures erected or to be erected on the Premises shall comply with all requirements, regulations or laws of any department of the Federal Government or the State of New York or any municipality or government agency. Tenant agrees that should notice of non-compliance with any requirements, regulation or law be given Tenant or Landlord by any department of the Federal Government or the State of New York or any municipality or government agency, Tenant shall make such alterations as are necessary to comply with the relevant requirement, regulation or law or to commence such action as necessary to effect compliance within thirty (30) days of receipt of notice or within the time required by said requirement, regulation or law.

4. LIENS. During the term of this Lease, Tenant agrees not to suffer the Premises or any structural or improvement thereon to become subject to any lien, charge or encumbrance whatsoever, except for such public utility easements as are incident to the type of improvement so constructed. If a mechanic's lien is filed against the Premises for labor or material alleged to have been furnished thereto or for Tenant or to or for someone claiming under Tenant, Tenant shall promptly within sixty (60) days of the date of filing, discharge or post a bond satisfactory to Landlord to assure the discharge of same, and shall provide to Landlord notice thereof in writing. If a mechanic's lien is filed against the Premises for labor or material alleged to have been furnished thereto or for Landlord or for someone claiming under Landlord, Landlord shall promptly within sixty (60) days of the date of filing, discharge or post a bond satisfactory to Tenant to assure the discharge of same.

5. TRANSFER OF TENANT'S INTEREST IN LEASE.

(a) Tenant shall have the right to assign this Lease in whole and all of the rights of Tenant hereunder and/or to sublease the whole or any part of the Premises to reputable tenants with Landlord's prior written consent, which consent will not be unreasonably withheld, *provided* (i) that at the time of making such assignment or sublease, there is no default under any of the agreements, terms, covenants and conditions hereof on the part of Tenant to be performed; (ii) that such assignment or sublease shall be in writing, duly executed and acknowledged by Tenant, in form and content acceptable to Landlord and in proper form for recording; (iii) that in the case of an assignment, such assignment shall include the then unexpired balance of the term of this Lease; and (iv) that, upon either party's request, the assignment shall be promptly

recorded and a copy of such assignment, certified by the recording officer, shall be delivered to Landlord as soon as reasonably possible after the recordation of the same.

(b) Tenant shall have the right to mortgage, or issue another proper instrument in the nature thereof, this Lease as security for any bona fide debt, *provided that* any such conveyance or encumbrance shall be in favor of a private person or any lending entity authorized to do business in the State of New York, *provided, further*, that no holder of any mortgage or pledge of this Lease or of Tenant's interest hereunder, nor anyone claiming by, through or under any such mortgage or pledge, shall, by virtue thereof, acquire any greater right to cure or remedy Tenant's defaults, become entitled to a new lease in the event of termination of this Lease, and no mortgage or pledge of this Lease or of Tenant's interest hereunder by Tenant, or Tenant's successors or assigns, shall be valid, unless (i) at the time of making such mortgage or pledge, there is no default under any of the agreements, terms, covenants and conditions of this Lease on the part of Tenant to be performed or observed; (ii) such mortgage or pledge shall be subject to all the agreements, terms, covenants and conditions of this Lease; and (iii) Tenant shall make reasonable efforts to provide written notice to Landlord of any such mortgage.

6. ESTOPPEL STATEMENT.

(a) Within ten (10) days after request by Tenant, Landlord, from time to time and without charge, shall deliver to Tenant or to a person, firm or corporation specified by Tenant, a duly executed and acknowledged instrument, certifying:

(i) that this Lease is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as modified, and identifying the date of any such modification; and

(ii) whether Landlord knows or does not know, as the case may be, of any default by Tenant in the performance by Tenant of the terms, covenants and conditions of this Lease, and specifying the nature of such defaults, if any.

Such certification shall not estop Landlord from thereafter asserting any existing default of which Landlord did not have actual knowledge on the date of execution thereof.

(b) Within ten (10) days after request by Landlord, Tenant, from time to time and without charge, shall deliver to Landlord, or to a person, firm or corporation specified by Landlord, a duly executed and acknowledged instrument, certifying:

(i) that this Lease is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as modified, and identifying the date of any such modification;

(ii) whether Tenant knows or does not know, as the case may be, of any default by Landlord in the performance by Landlord of the terms, covenants and conditions of this Lease, and specifying the nature of such defaults, if any;

(iii) whether or not there are any then existing permitted set-offs or defenses by Tenant, and if so, specifying them; and

(iv) the dates to which all rent and additional rent have been paid.

7. HAZARD INSURANCE. Tenant, at its sole cost and expense, during the Term, shall keep the Premises insured against loss or damage by fire or other perils covered under a standard special causes of loss property insurance policy. Tenant shall provide proof of coverage to Landlord if written request is made.

8. INDEMNITY.

(a) Tenant's Indemnification of Landlord. Tenant shall, to the fullest extent permitted by law, defend with competent counsel, indemnify and hold the Landlord and its members, officers and employees harmless from and against any and all liabilities, obligations, losses, damages, fines, penalties, claims, demands, costs, charges and expenses, including, without limitation, reasonable fees of architects, engineers, consultants and attorneys and costs associated with administrative and judicial proceedings incurred by Landlord as a result of Tenant's breach of its obligations under this Section, which may be imposed upon, incurred by or asserted against Landlord because of any failure by Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations in the Lease which under the terms of this Lease are required to be complied with or performed by Tenant. If any action or proceeding is brought against Landlord because of any one or more of the claims described above in this Section, Tenant, at its sole cost and expense, upon written notice from Landlord, shall defend that action or proceeding by competent counsel reasonably acceptable to Landlord by Landlord in writing.

(b) Landlord Indemnification of Tenant. Landlord shall pay damages to Tenant and shall, to the fullest extent permitted by law, defend, with competent counsel, indemnify and hold the Tenant its shareholders, directors, officers and employees harmless from and against any and all liabilities, obligations, losses, damages, fine, penalties, claims, demands, costs, charges and expenses, including without limitation, reasonable fees of architects, engineers, consultants and attorneys and costs associated with administrative and judicial proceedings incurred by Tenant as a result of Landlord's breach of its obligations under this Section, which Tenant may suffer directly from such breach or which may be imposed upon incurred by or asserted against Tenant because of any failure by Landlord to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations in this Lease which under the terms of this Lease are required to be complied with or performed by Landlord. If any action or proceeding is brought against Tenant because of any one or more of the claims described above in this Section, Landlord, at its sole cost and expense, upon written notice from Tenant, shall defend that action or proceeding by competent counsel reasonably acceptable to Tenant by Tenant in writing.

9. LIABILITY INSURANCE.

(a) Tenant, at its sole cost and expense, shall procure and maintain during the Term, commercial general liability insurance written on an occurrence basis with limits of at least \$1,000,000 per occurrence and a \$2,000,000 aggregate, including, but not limited to, coverage for bodily injury, property damage, ongoing and completed operations, and contractual liability referring to this Lease. Tenant shall provide to Landlord notice of coverage at the initial Term and at other reasonable times, not more often than once every twelve (12) months, that Landlord requests with notice thereof in writing.

10. PAYMENT OF TAXES, ASSESSMENTS AND OTHER CHARGES. Tenant shall be solely responsible for any transfer tax due as well as any recording fees as a result of this Lease. In addition to the rent hereinabove provided, Tenant shall be responsible for all property taxes attributable to Tenant's improvements on the Premises. Landlord shall submit to Tenant evidence of any such increase, validating the increase is caused by Tenant's improvements to the Premises. Upon such validation, Tenant shall pay promptly as the same becomes due. Tenant shall indemnify and save harmless Landlord from, all taxes, assessments, license fees, excises, imports and charges that may be levied, assessed, charged or imposed upon this Lease, the Premises described herein, the improvements or any of them upon said Premises and the costs hereby created, or upon Landlord by reason of its ownership of the fee to the said property, beginning with the taxes and assessments levied and assessed after the commencement of the term. For the calendar year in which this Lease terminates, all such taxes owed by Tenant shall be prorated and adjusted in accordance with the number of days which may have expired and which are then applicable to any real property tax bills and apply to the portion of such calendar year. Tenant shall not be obligated to pay any inheritance or succession tax under any existing or future law of the United States or the State of New York that may be payable by reason of the devolution by descent or testamentary provision of the estate of any individual owner of the Premises, and Tenant shall not be obligated to pay any income tax that may be payable by Landlord to the United States of America or the State of New York under any existing or future tax law. However, Tenant shall at all times have the right to contest in good faith, in any proper proceedings and in the name of Landlord, if necessary, the payment or satisfaction of any such taxes, assessments, charges, liens, penalties or claims so agreed to be paid by Tenant if the validity thereof, or the right to assess or levy the same against, or collect the same from said Premises or improvements or estate of Tenant be disputed by Tenant, but Tenant shall, in any and all such proceedings, protect and save harmless Landlord from all costs, loss or damage resulting from any such proceedings or from the failure of Tenant to make any such payments and shall, if requested to do so by Landlord, give to Landlord a bond, properly conditioned to the event, with surety satisfactory to Landlord, which said bond shall contain a further condition that Tenant, upon deciding to dispute and contest the validity of any such tax, assessment or other charges, and upon the giving of such bond, shall institute or procure to be instituted and prosecuted with all reasonable diligence such suit or suits or other proper legal proceedings as may be necessary and proper to contest the validity of any such disputed tax, assessment or other charge, and shall thereafter do and cause to be done all things which may be necessary or proper to properly decide and finally determine the validity of or invalidity of any such disputed tax, assessment or other charge. After the institution of any such suit or proceeding and the giving of the bond conditioned as above provided, Landlord shall have no right to pay any such disputed

tax, assessment or other charge until such time as the same may have been fully and finally decided and determined to be valid and legal unless the failure to pay shall jeopardize or cause the jeopardy of Landlord's ownership interest in the Premises, in which case Landlord shall have the right to pay such disputed tax, assessment or charge under protest on behalf of Tenant.

11. MAINTENANCE OF PREMISES. Tenant covenants and agrees that it will, during the Term, keep and maintain all structures, metering stations, and improvements erected upon, and fixtures and equipment installed in, and grounds and landscaping located within, the Premises, in good and substantial order and repair at Tenant's sole cost and expense, and Tenant shall replace and renew, with like kind or the equivalent thereof in quality, any of said structures or equipment, or any appurtenances thereof, in, on or about the Premises that may become outworn so that at all times said structures, metering stations, equipment and appurtenances shall be in thorough good order, condition and repair, reasonable wear and tear expected.

12. LANDLORD'S RIGHT UPON TENANT'S DEFAULT.

(a) Tenant agrees, and it is hereby made a condition of this Lease, that if at any time prior to or during the term of this Lease any one or more of the following events occurs, each such event shall constitute an "*Event of Default*":

(i) if any of the rent herein reserved shall not be paid as and when the same shall become due and payable and shall remain unpaid in whole or in part for thirty (30) days after notice of such default from Landlord; or

(ii) if Tenant shall default in the performance of any of the other agreements, covenants or terms herein contained on its part to be performed or kept, and remain in default for thirty (30) days after notice of the default from Landlord; or

(iii) in the event the default is of a nature which requires more than thirty (30) days to cure, after of notice of such default, if Tenant has not commenced to cure within the first thirty (30) days following such notice or has not continued to cure with reasonable diligence; or

(iv) if Tenant fails to comply with the termination provision in Section 1 hereof and abandons the Premises and the Premises do not revert in Tenant and remains abandoned after a period of two (2) years; or

(v) if Tenant shall be adjudicated insolvent within the meaning of insolvency in either bankruptcy or equity proceedings, or shall be adjudicated a bankrupt, or shall make a "general assignment" for the benefit of creditors, or take the benefit of any of the provisions of the National Bankruptcy Act, whether such provisions now exist or shall hereafter be enacted, or there shall be appointed a receiver or trustee of its property and a period of one hundred twenty (120) days shall have passed after the happening of any such event listed in this clause (v).

(b) This Lease and the term are expressly subject to the conditional limitation that upon the happening of any one or more of the aforementioned Events of Default, Landlord,

in addition to the other rights and remedies it may have, shall have the right to immediately declare this Lease terminated and the term ended, in which event all of the right, title and interest of Tenant hereunder shall wholly cease and expire upon receipt by Tenant of a Notice of Termination. Tenant shall then quit and surrender the Premises to Landlord in the manner and under the conditions as provided for under this Lease, but Tenant shall remain liable as hereinafter provided.

(c) If this Lease shall be terminated as provided in this Section, Landlord or Landlord's agents or employees may at any time thereafter re-enter the Premises and remove therefrom Tenant, its agents, employees, licensees and any sub-tenants and other persons, firms or corporations, by any suitable action or proceedings at law or in equity, and repossess and enjoy the Premises, together with all alterations, additions and improvements thereto

(d) In case of any such termination, re-entry or dispossession, the rents and all other charges required to be paid up to the time of such termination, re-entry or dispossession shall be paid by Tenant, and Tenant also shall pay to Landlord all expenses which Landlord may then or thereafter incur for legal expenses, attorneys' fees, brokerage commissions and all other costs paid or incurred by Landlord as the result of such termination, re-entry or dispossession, and for restoring the Premises to good order and condition and for altering and otherwise preparing the same for reletting and for reletting thereof.

(e) No failure by Landlord to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall be deemed an accord and satisfaction; thus Landlord may accept any check or payment without prejudice to Landlord's rights to recover the balance due, nor shall it constitute a waiver of any such breach or of such covenant, agreement, term and condition, and this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(f) In the event of any breach or threatened breach by Tenant of any of the covenants, agreements, terms or conditions contained in this Lease, Landlord shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right or remedy allowed at law or in equity, by statute or otherwise.

(g) Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereinafter existing at law or in equity, by statute or otherwise.

13. CONDEMNATION.

(a) If the whole of the Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, or if any part thereof not so taken or condemned cannot be used as pipeline and metering station location and other appurtenances as set forth in Section 1 hereof, then and in that event this Lease and the term hereof shall cease and terminate as of the date of vesting of title in such taking or condemnation

proceedings, and the rights and interests of Landlord and Tenant in and to the entire award, or the aggregate of any and all separate awards, shall be as follows:

(i) If in such taking or condemnation separate awards shall be made for the land and for the structure comprised in the Premises so taken, then Landlord shall receive and retain such separate award for the land, and Tenant shall receive and retain such separate award for the structures; or

(ii) If in such taking or condemnation no separate awards shall be made for the land and for the structure comprised in the Premises so taken, then Landlord and Tenant shall receive and retain out of the entire award for the aggregate of all separate awards such respective portions thereof which bear the same proportion to each other as the fair market value, as of the date of such taking or condemnation, of the land (as though unimproved) comprised in the Premises so taken bears to the fair market value, as of such date, of the structures (exclusive of the land) comprised in the Premises so taken.

(b) If only a part of the Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, and the part thereof not so taken or condemned can continue be used as a gas pipeline and metering station location and other appurtenances as set forth in Section 1 hereof, this Lease and the term hereof shall not cease or terminate, but in the event Landlord shall receive and retain any award for the land, and any award payable for the value of the structures, or any portion thereof taken, shall be made payable and available to and used by Tenant for the restoration or reconstruction of such structures in the manner and under the terms and conditions set forth in Section 8 hereof; and rental shall abate during the reasonable period of restoration and reconstruction, and thereafter the rental shall be reduced in the ratio that the ground area of the Premises taken bears to the ground area of the Premises before such taking.

14. NOTICES. Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to the other party, such notice or demand shall be given or served and shall not be deemed to have been duly given or served unless in writing and forwarded either by certified return mail, receipt requested, or delivered by a nationally recognized overnight carrier such as Federal Express or United Parcel Service which issues a delivery receipt, addressed as follows:

To Landlord:

Gary E. Henderson
56 Austin Street
Rochester, NY 14606
Attention:

With copy to:

Katie A. Martens-Henderson, Esq.
2741 Route 14A
Penn Yan, NY 14527

To Tenant:

Greenidge Pipeline LLC
590 Plant Road
Dresden, NY 14441
Attention:

With copy to:

Barclay Damon, LLP
One Park Place
300 South State Street
Syracuse, NY 13202
Attention: Christopher J. Centore, Esq.

Such addresses may be changed from time to time by either party by service of notices as above provided. Notice shall be deemed given upon the date mailed if such notice is otherwise in compliance with the foregoing requirements.

15. PERMANENT RIGHT-OF-WAY AREA. Landlord grants to Tenant a permanent right of way across, over and through a driveway to the metering station that will be constructed on the Premises pursuant to the terms of this Lease, as more particularly shown and identified in Exhibit "D" attached hereto made a part hereof ("*Road*"), together with the right to maintain, modify, improve or expand the Road and/or to remove any and all property placed in,

on or under the Road whether now or hereafter placed. The right of way shall provide Tenant with ingress to and egress upon, across, over and through the Road located upon Landlord's property and adjoining lands of Moravec, extending from the public highway to Landlord's property, all as more specifically detailed in that certain New York Pipeline Right-Of-Way Agreement dated 4/14, 201~~8~~5 by and between Landlord and Tenant. In the event the Premises includes any portion of the Road, Tenant agrees, at Tenant's sole cost and expense, to relocate such portion of the road to that portion of Landlord's property immediately adjoining the Premises such that Landlord shall be provided continuous access to and use of the Road, routed around the Premises.

16. MEMORANDUM OF LEASE. The parties hereto will, upon request of the other party execute and deliver a short form lease for the purpose of recording, and both parties agree that this Lease shall not be recorded. In such short form lease, this Lease is referred to as the "Agreement."

17. ENTIRE AGREEMENT. This Lease and the short form lease referred to in Section 16 and shall be considered to be the only agreements between the parties hereto. All negotiations and oral agreements acceptable to both parties are included herein.

18. CONDITION OF PREMISES UPON TERMINATION. Tenant agrees, at the termination of this Lease, to surrender the Premises, free and clear of any structures or metering stations erected thereon and any additions thereto. The Premises shall be in such repair and condition as shall be in accordance with the covenants of Tenant hereinabove set forth, it being understood and agreed that at the termination of this Lease all improvements installed underground within the Premises shall be deemed a part of the real estate and revert to Landlord, and its respective heirs, executors, administrators, successor and assigns.

19. HOLDOVER.

It is expressly understood by Tenant that Tenant's right to possession of the Premises under this Lease shall terminate at the expiration or earlier termination of the Term, and should Tenant continue thereafter to remain in possession, Landlord, should it so elect, shall be entitled to the benefits of all provisions of law with respect to summary recovery of possession from a holdover tenant. Tenant shall indemnify and save harmless Landlord from any claim, damage, expense, cost or loss which Landlord may incur by reason of such holding over.

20. QUIET ENJOYMENT. Landlord agrees that Tenant, upon paying the rent and performing the covenants of this Lease, may quietly have, hold and enjoy the Premises during the term thereof without hindrance or ejection by and persons lawfully claiming under Landlord, but it is understood and agreed that this covenant, and any and all other covenants of Landlord contained in this Lease, shall be binding upon Landlord and its successors only with respect to breaches occurring during its or their respective ownerships of Landlord's interest hereunder.

21. PARTIES BOUND. This Lease and the agreements, conditions, covenants and terms herein contained shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

22. NET LEASE. It is the intention herein that the rental as provided under this Lease is a net rental to Landlord, and Tenant agrees to pay any and all charges of every kind, nature and description, including, but not limited to, real estate taxes attributed to improvements caused by Tenant on the Premises, assessments, water, sewer, insurance and repairs, both ordinary and structural. All rent, charges, assessments, liabilities and costs to be paid by Tenant to Landlord hereunder, whether ordinary or extraordinary, periodic or one time, shall be deemed "additional rent" other than the payments due from Tenant to Landlord pursuant to Section 2 hereof, which shall be referred to as "rent."

23. TENANT'S AGENTS. The term "Tenant" as used in this Lease shall include Tenant and Tenant's employees, contractors, consultants, agents and any party having a contractual relationship with Tenant whereby such party may require access to, or use of, the Premises pursuant to this Lease as Tenant's delegate. Tenant may assign, grant or delegate any such rights or obligations under this lease to any such party, and shall have no obligation to seek consent or approval from Landlord for any such grant, assignment or delegation.

24. USE OF PREMISES. The Premises shall be used solely and exclusively for the purposes permitted to the Landlord under all provisions of law, including, without limitation, installation of a gas pipeline and construction and operation of a metering station. Tenant shall give Landlord written notice of any proposed use of the leased Premises, or any portion thereof, and such use by Tenant or any proposed sublease or assignment incident thereto shall be subject to the approval of Landlord, which approval shall not unreasonably be withheld, *provided* such use is in accordance with the purposes permitted Landlord and is in accordance with all applicable laws, rules and regulations.

25. TENANT AUTHORIZED TO DO BUSINESS. Tenant represents, warrants and covenants that it is upon the date of execution, and throughout the term of this Lease it shall be, authorized to do business and in good standing in the state in which the Premises is located. Tenant, if a partnership or corporation, agrees to furnish to Landlord, upon request, evidence of authority for entering into this Lease.

26. EXECUTION IN COUNTERPARTS. This Lease may be executed in one or more counterparts, any one or all of which shall constitute but one agreement. Photocopy or facsimile copies shall be deemed originals.

27. INVALIDITY OF PARTICULAR PROVISIONS. If any term or provision of this Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

28. EXECUTION OF LEASE. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this document shall be effective and binding only upon the execution and delivery hereof by both Landlord and Tenant.

29. RELATIONSHIP OF THE PARTIES. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provision herein contained, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than Landlord and Tenant.

30. BROKERS. Landlord and Tenant each represent and warrant to the other that neither of them has employed any realtors or brokers in connection with the negotiation of this Lease. Landlord and Tenant shall each indemnify, defend and hold harmless the other from any cost, expense or claim for brokerage or other commission arising from or out of any breach of the foregoing representation and warranty.

31. CAPTIONS. The captions preceding each paragraph are used only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease nor the intent of any provisions hereof.

32. GOVERNING LAW. This Lease and the performance of it shall be governed, interpreted, construed and regulated by the laws of the State of New York. Any action or proceeding relating to this Lease will be brought in a court having venue in Yates County, State of New York.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease on or as of the day and year first above written.

Landlord:

By: Gary E. Henderson
Gary E. Henderson

Tenant:

GREENIDGE PIPELINE LLC,
a New York limited liability company

By: [Signature]
Name: Dale Irwin
Title: Vice President

STATE OF NEW YORK)
) SS:
COUNTY OF)

On the 16th day of April in the year 2016 before me, personally appeared **GARY E. HENDERSON**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

KATIE A. MARTENS-HENDERSON
Notary Public No. 02MA6258889
Yates County, State of New York
Commission Expires April 9, 2020

STATE OF NEW YORK)
) SS:
COUNTY OF)

On the 10 day of May in the year 2016 before me, personally appeared Wale Trwin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

BETTY M. DAGGETT
Notary Public State of New York
Yates County # 01DA6066162
Comm. Expires November 5, 2017

EXHIBIT "A"

DESCRIPTION OF PREMISES

All that tract or parcel of land situate in the Town of Milo, County of Yates and State of New York, being part of lots numbered one and two in township number seven, first range and bounded as follows, viz:

Beginning at the southwest corner of said lot number two, thence North $2^{\circ} 40'$ east 259 rods to the middle of the outlet of Keuka Lake; thence down the middle of said Outlet the different courses thereof to the northwest corner of lands formerly owned by Samuel L. Bigelow, thence along said Bigelow's line south $45'$ west 16 rods to a white pine stump, thence south 53° east 20 rods north $83^{\circ} 15'$ east 6 rods to a stake on the west line of lands formerly owned by James Lee, thence along said line south 18° west 95 rods to a line of the farm formerly owned by Samuel Castner, thence along the lines of said farm south 73° west 57 rods and 15 links to a stake south $5^{\circ} 45'$ west 13 rods to a stake, south $1^{\circ} 30'$ east 65 rods and 10 links to a maple tree, south 2° west 7 rods to a stake; South $35^{\circ} 30'$ west 4 rods and 15 links to a stake, South $35^{\circ} 30'$ east 12 rods and 15 links, South 1° east 18 rods, South 57° west 8 rods and 10 links to a stake on the south line of said lot number two; thence along said line north $86^{\circ} 55'$ west 111 rods and 12 links to the place of beginning, containing two hundred and twenty five acres, one rod and twenty-three perches of land as surveyed by Joseph Jones and being the same lands that were conveyed to Henry Wicker by Lewis A. Birdsall and Mary Jane, his wife, by deed bearing date May 1st, 1945 and recorded in the office of the Clerk of the County of Yates on May 20, 1845 in Liber 20 of Deeds at page 203.

Excepting and reserving from the premises above described so much thereof as was conveyed by said Henry Wicker and wife to Thompson Bray by deed dated June 27, 1857, and recorded in said Clerk's Office July 8, 1857, in Liber 34 of Deeds at page 170, containing about 93 acres. Also excepting and reserving from said premises two acres and three rods heretofore conveyed to the Canandaigua and Elmira Railroad Company. The two pieces of land hereby reserved containing together ninety-five acres, two rods and twenty-eight perches of land.

Also excepting and reserving the premises conveyed by Wesley B. Brundage and Alice, his wife, to Calvin Russell and Henry Russell, by deed dated November 30, 1888 and recorded in Liber 73 of Deeds at page 115, conveying about ten acres of land, and which exception deed was amended and corrected by a deed of Wesley B. Brundage and wife to Guy D. Hilts, dated October 30, 1900 and recorded in Liber 94 of Deeds at page 39.

EXHIBIT "B"
SURVEY

EXHIBIT "B"

SURVEY

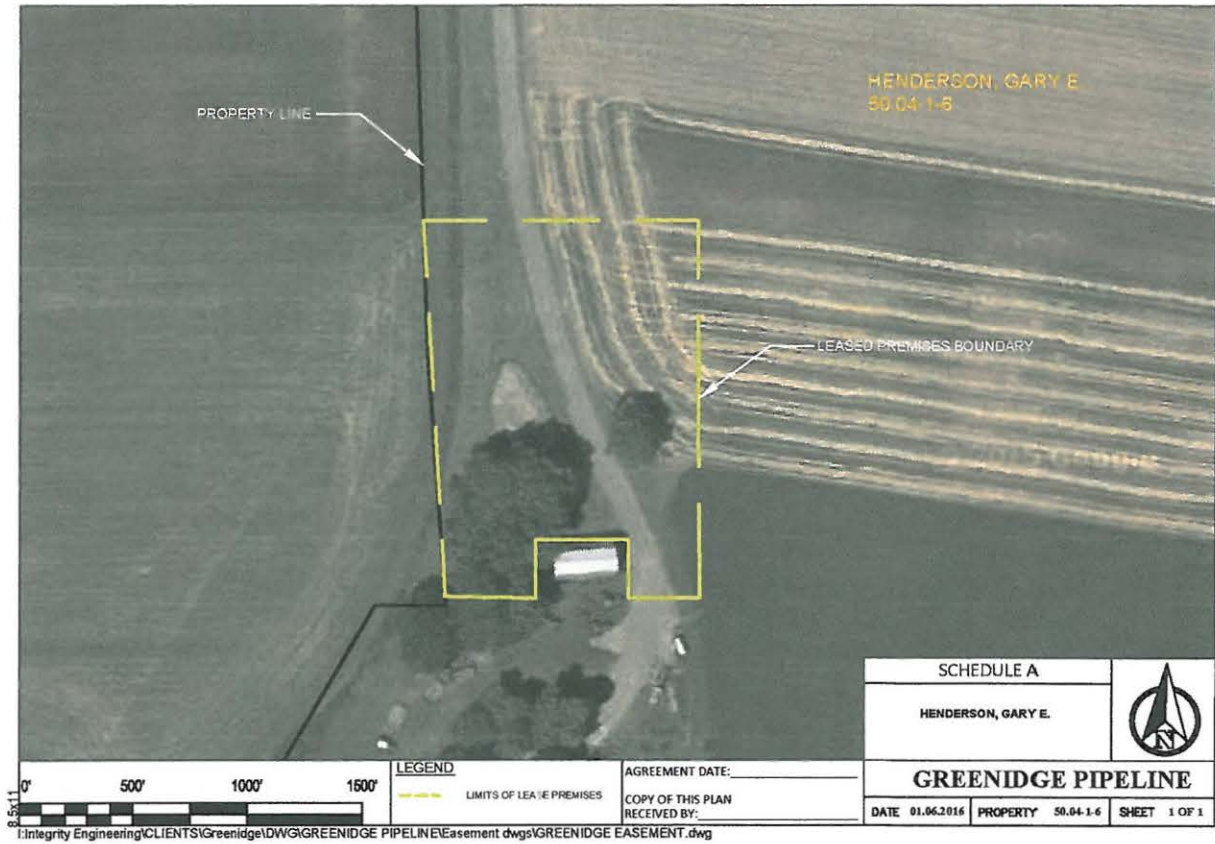
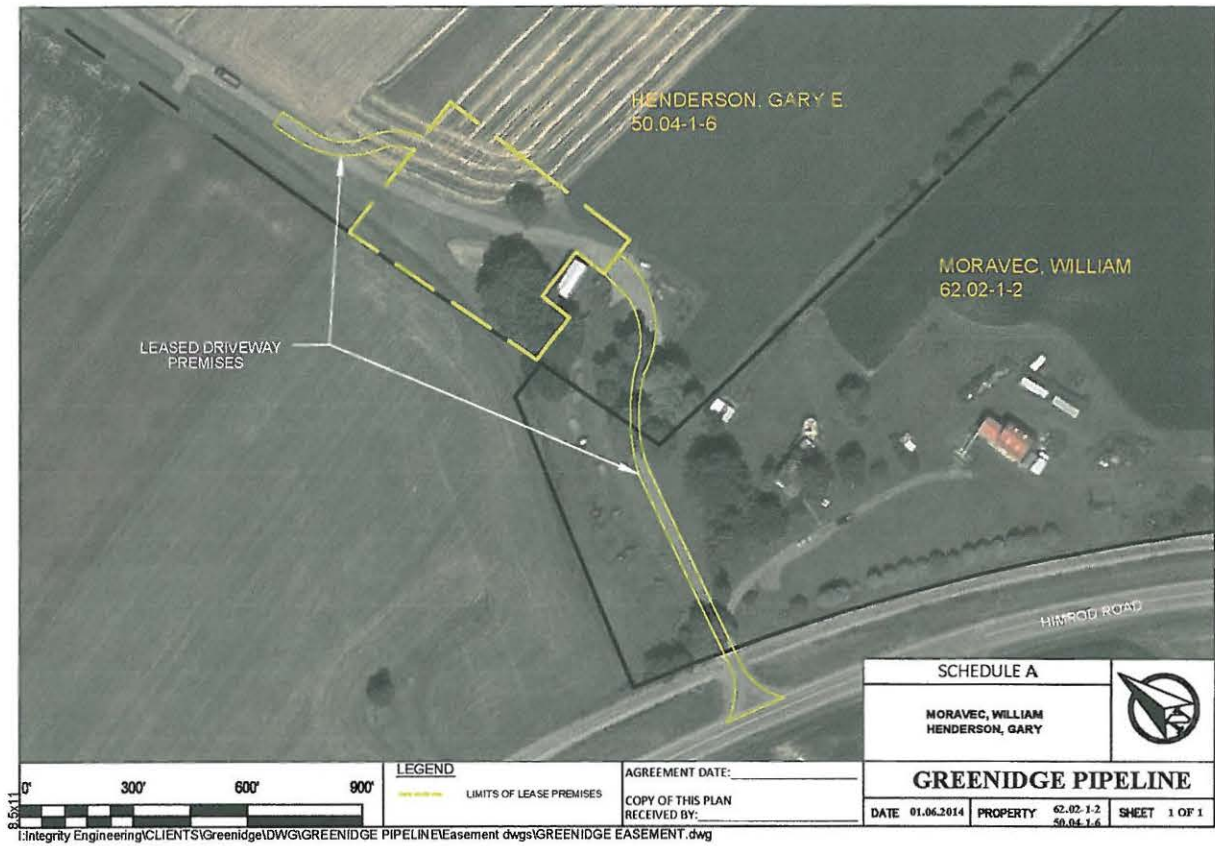


EXHIBIT "C"

DESCRIPTION OF PERMANENT RIGHT-OF-WAY (ROAD)



**NEW YORK
PIPELINE RIGHT – OF –WAY AGREEMENT**

This Pipeline Right-of-Way Agreement (this "Agreement"), made this 4th day of November, 2015, between: **Gary E. Henderson**, whose address is **56 Austin Street, Rochester, NY 14606** (hereinafter "Grantor"), and **Greenidge Pipeline LLC**, whose address is 590 Plant Rd, Dresden, NY 14441 (hereinafter "Grantee").

WITNESSETH:

For and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the premises, the mutual covenants and Agreements hereinafter set forth, Grantor does grant, bargain, sell, warrant, convey and/or assign to Grantee, its successors and assigns, a perpetual and exclusive right-of-way and easement (that has been agreed to by the parties herein and is more accurately described in **Schedule A** that is attached hereto and incorporated herein), at any time:

(i) to survey for, lay, construct, maintain, operate, inspect, repair or replace, without interruption of service, to remove or abandon pipelines for transporting of gas or liquids, whether hydrocarbon or non-hydrocarbon, and appurtenant above and below-ground facilities, including, but not limited to, valves, signs, cathodic protection devices and equipment, fluid removal, and data acquisition facilities, using methods and techniques not restricted to current technology;

(ii) to perform necessary pre-construction work, consisting of all work necessary to prepare the construction site within the right of way areas described herein for construction of the pipeline, in accordance with sound pipeline construction practices;

(iii) to install, lay, maintain, operate, inspect, repair, replace, remove or abandon electric power and communication service related to the installation and operation of the pipeline, and

(iv) to have reasonable off right-of-way ingress to and egress from Grantee's facilities across and through the Grantor's lands located all or in part in the Town of **Milo**, Yates County, State of New York, as more particularly described in that certain deed dated 5/27/99, from **Robert E. Henderson, Leon H. Henderson, David L. Henderson, Gary E. Henderson, Brian C. Henderson and Bruce S. Henderson** to **Gary E. Henderson**, recorded in the Land Records of said County in Book **415** of deeds at page **119**, and bearing property tax identification number(s): **50.04-1-6**, or on lands contiguous thereto which are owned by Grantor (the "Grantor's Lands") In such locations as are shown on Schedule A, attached hereto. The Grantor's Lands are more particularly described on **Schedule B**, attached hereto.

PERMANENT RIGHT-OF-WAY AREA. The right-of-way area shall be a strip of land 50 feet wide, being 25 feet on each side of the center of the pipeline as constructed, unless and to the extent that (a) the pipeline is installed nearer than 25 feet to a boundary of the premises, in which case the right-of-way area shall extend from the boundary side that is less than 25 feet from the pipeline to 25 feet on the opposite side of the pipeline, or (b) the pipeline is installed on an adjoining tract of land, in which case the right-of-way area shall extend from the boundary into landowner's lands to a point that is 25 feet from the pipeline, all approximately set forth in Exhibit "A" attached hereto and made a part hereof.

If the original right-of-way area becomes unsuitable for existing or future pipeline facilities, Grantee is granted the right to reasonably relocate the right-of-way area away from said unsuitable area to such other location as shall be reasonably agreed upon in writing between Grantor and Grantee. Grantee shall provide Grantor with advance written notice of any such request to relocate the pipeline. Said relocation shall require the same provisions and approvals as were required for the previous pipeline(s), said approvals shall not be unreasonably withheld. Any additional access needed to the right-of-way area shall be mutually agreed upon by the Grantor and Grantee, with no reasonable access being withheld.

TEMPORARY RIGHT OF WAY AREA. At the time of pipeline construction, or during times of pipeline maintenance, replacement, repair or removal, Grantee is granted a temporary right-of-way and easement to use the above-described Grantor's Lands for any purpose described herein or activities incidental thereto, on either side of the right-of-way area, up to a combined total of an additional fifty (50) feet, as specifically set forth and shown on Schedule A, attached hereto, while exercising its operations.

ADDITIONAL TEMPORARY WORKSPACE AREA. At the time of construction of the initial pipeline only, Grantee is granted a temporary right-of-way and easement to use the above-described Grantor's Lands for any purpose described herein or activities incidental thereto, within the areas described as Additional Workspace Area, as specifically set forth and shown on **Schedule A**, attached hereto.

GRANTOR'S RIGHT OF POSSESSION. All pipelines installed by Grantee will be buried to a depth of at least thirty six (36) inches below the surface of the ground for Non-Agricultural areas, unless otherwise agreed to between Grantor and Grantee, and at least sixty (60) inches below the surface of the ground in current active Agricultural areas or as required in accordance with the applicable law at the time of construction ("Applicable Law"). In areas of consolidated rock where such depth is not commercially feasible, Grantee may install and maintain each pipeline in those locations at a shallower depth, as allowed by Applicable Law.

Grantor may fully use and enjoy the premises to the extent that such use and enjoyment does not interfere with Grantee's rights under this Agreement. However, Grantor shall not change the depth of cover over pipeline(s) or obstruct the right-of-way area in a manner which would impede Grantee's ability to operate and maintain its facilities. Grantor further agrees to be observant to Grantee's facilities in instances where Grantor's actions might result in an unsafe situation. Grantor shall provide a 7 day notice to Grantee of any excavation within the right-of-way and shall fully comply with the requirements of New York State Code Rule 753 "Dig Safely NY" (16 N.Y.C.R.R. Part 753), or any subsequent applicable law, including, but not limited to, the installation or maintenance of field drain tiles. Grantor shall not place, construct or erect any temporary or permanent obstructions, buildings, structures or other improvements on the surface of the right-of-way area, including but not limited to, trees, mobile homes, ponds and fences. However, a gate may be installed to Grantee's standard specifications, provided that Grantee is given advance written notice of Grantor's intention to install such gate and provided further that Grantee has the option, but not the obligation, to elect to install such gate. Grantor shall not store any materials of any kind or operate or allow to be operated any heavy machinery or equipment over the right-of-way area excepting machinery and equipment customary for normal agricultural uses in Grantor's reasonable discretion. Logging vehicles and equipment may be allowed on prior notice to Grantee, and upon such reasonable conditions as may be imposed by Grantee to protect the pipeline in accordance with best industry practices.

GRANTOR'S WARRANTY. Grantor warrants that, to its knowledge, after due inquiry, the lands encompassed by this right-of-way area have not been used as a dump site and contain no substances or materials which if disturbed would cause or threaten to cause impairment to human health or the environment. Grantor further warrants that no pollutants, contaminants, petroleum or hazardous substances have been disposed or released on or under the right-of-way area that would cause or threaten to cause an endangerment to human health, the environment or require clean up. Grantor warrants that neither the right-of-way area, nor any portion thereof, is legally or contractually restricted as to its use or is subject to special environmental protection that would affect the use of the right-of-way for Grantee's intended purpose.

GRANTOR'S INTEREST. Grantor acknowledges herein that it is the owner of the lands described herein and that Grantor has full and complete authority to enter into this agreement with Grantee. Grantor further acknowledges and confirms that Grantee shall not be obligated to settle or otherwise negotiate with any tenant of Grantor which may be located upon or may otherwise maintain the lands described herein.

MAINTENANCE. Grantee shall have the right to install gates or fences around any above-ground portion of the pipeline(s) or related facilities, provided that Grantee shall provide Grantor with advance written notice of the location of such gates or fences, and that Grantee shall be provided the right to approve the location of such gates or fences, which approval will not be unreasonably withheld, conditioned or delayed. If there are gates or roadways now existing along the right-of-way, Grantee shall have the right to use such existing gates and roadways in the exercise of all rights conferred herein. Grantee shall have the right to maintain the right-of-way area by keeping the right-of-way area free from trees, limbs, undergrowth, brush or other obstructions, which, in the judgment of Grantee, might interfere with the use of said right-of-way area.

DAMAGES. Grantee will remove unnecessary equipment and materials and reclaim the right-of-way area to as nearly as practicable to its pre-existing condition at the completion of construction activities, and will repair any damaged improvements to the land, such as fences, drain tiles and the like in a good, workmanlike manner according to sound industry practices.

TITLE CURATIVE. Grantor agrees to timely cooperate with Grantee in obtaining any permits, licenses, permissions or approvals which Grantee deems necessary or convenient to conduct, certify, confirm, evidence, facilitate or effectuate the purpose of this Agreement. Grantor agrees to timely execute affidavits, ratifications, amendments, permits and other instruments as requested by Grantee that may be necessary to carry out the purpose of this Agreement.

COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed original, and all of which together shall constitute one and the same instrument. If, for any

reason, any party named herein fails to execute this contract, it shall, nevertheless, be binding upon the signing parties.

ASSIGNABILITY. Grantee shall have the right to assign this Agreement in whole or in part, or otherwise to license, permit or agree to the sole or joint use of the rights granted hereunder, and upon such assignment, license, permit or agreement any assignee, licensee, permittee or party to any agreement shall be subject to all terms, covenants and conditions contained in this Agreement in the same manner and to the same extent as the original Grantee herein. The terms, covenants and provisions of this Agreement shall run with the land and shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. No failure to comply with any covenant(s) on the part of Grantee shall be construed as a breach of this Agreement unless and until Grantor gives written notice to Grantee setting forth any alleged breach and Grantee then fails to correct such alleged breach within thirty (30) days after receipt of such notice or has failed to correct such alleged breach within thirty (30) days after final determination, by agreement or by a final order of a court of competent jurisdiction, that a breach exists. This Agreement shall be construed against forfeiture and termination. In the event of any assignment as provided for hereunder, promptly upon such assignment Grantee shall provide Grantor with written notice of such assignment, including contact information for the assignee.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between parties and supersedes all prior verbal agreements, representations or understandings pertaining to the subject matter of this agreement and may only be modified by a written agreement signed by all parties. **[Optional:** Notwithstanding the foregoing, this Agreement is made subject to the terms and provisions contained in that certain unrecorded Addendum to Option and Pipeline Right-of-Way Agreement of even date.]

The remainder of this page is left intentionally blank. Signature page(s) follow.

IN WITNESS WHEREOF, Grantor hereunto sets its hand and seal on the date appearing above.

WITNESS

[Signature]
Name: _____

Name:

GRANTOR:

Gary E. Henderson (Seal)
Gary E. Henderson

(Seal)

GREENIDGE PIPELINE LLC

[Signature] (Seal)
Name: Dale Irwin
Its: Vice President

ACKNOWLEDGMENTS

State of New York
County of Yates) ss.:

On the 4th day of November in the year 2015 before me, the undersigned, personally appeared Gary E. Henderson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Lori DePillo
Notary Public
My Commission Expires:

LORI DEPILLO
Notary Public, No. 01DE8140219
Yates County, State of New York
Commission Expires Jan. 23, 2018

Use If Executed Before a Subscribing Witness:

State of _____)
County of _____) ss.:

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in _____ (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they know(s) Gary E. Henderson to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said Gary E. Henderson execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

Notary Public
My Commission Expires

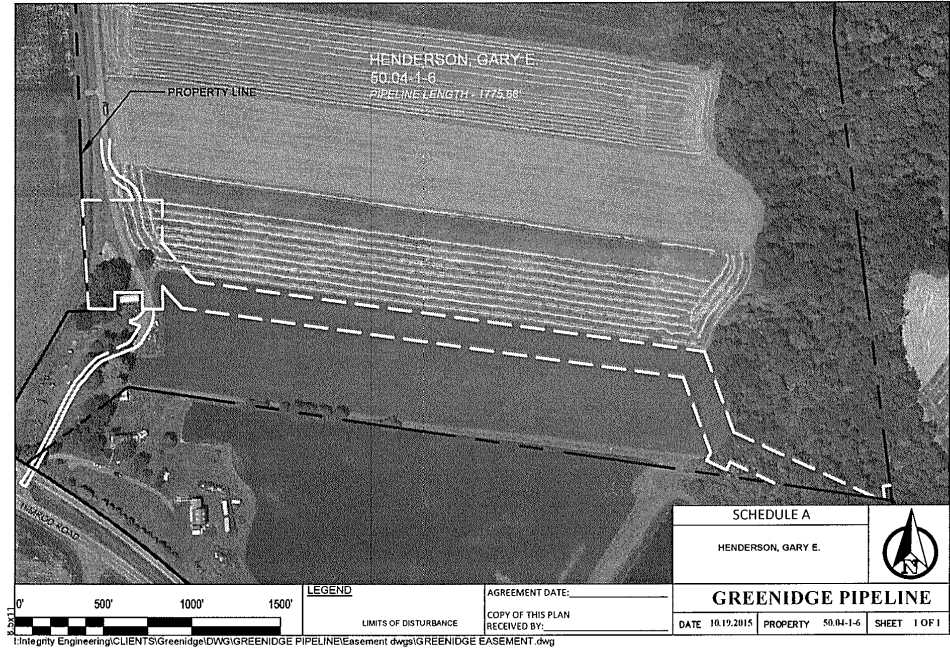
State of New York)
County of Chemung) ss.:

On the 4th day of February in the year 2016 before me, the undersigned, personally appeared Brian Wallenbeck, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in 52 S. Carroll St., Horseheads, N.Y. 14845 (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they know(s) Dale Irwin to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said Dale Irwin execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

Heather M. Mingos
Notary Public
My Commission Expires 08/02/2018

Heather M. Mingos
Notary Public, State of New York
Reg No. 01DO6225941
Qualified in Tioga County
My Commission Expires August 2, 20 18

SCHEDULE "A"
Pipeline Right of Way Location Map



SCHEDULE B
Legal Description of Grantor's Property

SCHEDULE "A"

PARCEL 1 - SWARTHOUT 68.00-3-19

X That portion of the hereinafter described farm lying easterly of the centerline of Swarthout Road, comprising approximately 50 acres: ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Milo, County of Yates and State of New York, and being parts of Lots 5 and 12, and being the same property conveyed to the Federal Land Bank of Springfield by a mortgage dated March 22, 1961, and given by Courtney G. Swarthout and Vera C. Swarthout, his wife, and recorded in the Yates County Clerk's Office in Liber 107 of mortgages at page 274, and briefly described as follows: Bounded on the north by the lands now or formerly of Eleanor B. Howell, lands of Sargent now or formerly, and lands now or formerly of McElwee; on the east by Chubb Hollow Road (believed to mean Swarthout Road), by the land formerly of Gray; on the south by the lands now or formerly of Lerch, lands of Franklin Swarthout now or formerly and lands of Masalbas now or formerly; on the west by the Titus Road (Hoyt Road) and containing about 242 acres of land, more or less.

There was excepted from the above referred to deed the interest of the County of Yates in and to a house and lot which is also now hereby conveyed to the grantee, that interest being the same as conveyed by Yates County to Elwin & Richard Henderson by quit-claim deed dated February 14, 1969, which was recorded in the Yates County Clerk's Office.

Being the same premises conveyed by Justin H. Corcoran, Referee to Elwin H. Henderson and Richard H. Henderson by Referee deed dated January 31, 1967 and recorded in the Yates County Clerk's Office in Liber 217 of Deeds at page 478.

Subject to a right of first purchase granted to Robert E. Henderson by deed of even date which is to be recorded in the Yates County Clerk's Office simultaneously with the recording hereof.

LIBER 415 page 122

Wardley

Parcel II Enos 58.2-4

ALL THAT TRACT OR PARCEL OF LAND believed to be in Lot 13 and situate in the Town of Torrey, Yates County, New York, bounded and described as follows: Beginning at a point in the centerline of Flynn Road which marks the northwesterly corner of lands of P. Henry Flynn and running thence northerly along the centerline of Flynn Road 1,220 feet, more or less, to the point of intersection of the centerline of Flynn Road with the centerline of City Hill Road; thence running northeasterly along the centerline of City Hill Road 412 feet, more or less, to a point in the centerline of a culvert running under the highway; thence easterly along the centerline of a drainage ditch 560 feet, more or less, to a point in the centerline of the main creek; thence southerly along the centerline of the main creek 1,998 feet, more or less, to a point in the northerly boundary of lands of Patrick and Marilyn Flynn; thence westerly along the northerly boundary of said lands of Patrick and Marilyn Flynn 230 feet, more or less, to a railroad rail in the easterly boundary of lands of P. Henry Flynn first hereinabove referred-to; thence northerly along the easterly boundary of said lands of P. Henry Flynn, 776 feet, more or less, to a railroad rail marking the northeasterly corner of said lands of P. Henry Flynn; thence westerly along the northerly boundary of said lands of P. Henry Flynn and through a railroad rail in or near the easterly line of Flynn Road 822 feet, more or less, to the point of beginning, comprising an area of approximately 26.5 acres.

Being a portion of premises conveyed by Howard W. Henderson to Elwin Henderson by deed dated March 16, 1963, and recorded in the Yates County Clerk's Office in Liber 200 of Deeds at page 579.

Elwin Henderson who is the same person as Elwin H. Henderson died a resident of Yates County on July 18, 1998, and his Will was admitted to probate by the Yates County Surrogate on September 9, 1998. The property hereinabove described is a portion of property which passed to the grantors herein by virtue of that Will.

Subject to a right of first purchase granted to David L. Henderson by deed of even date which is to be recorded in the Yates County Clerk's Office simultaneously with the recording hereof.

* PARCEL III BRUNDAGE - 47.00-1-17

III

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Milo, County of Yates and State of New York, being part of lots numbered one and two in township number seven, first range and bounded as follows, viz: Beginning at the southwest corner of said lot number two, thence north 2°40' east 259 rods to the middle of the outlet of Keuka Lake; thence down the middle of said Outlet the different courses thereof to the northwest corner of lands formerly owned by Samuel L. Bigelow, thence along said Bigelow's line south 45° west 16 rods to a white pine stump, thence south 53° east 20 rods north 83° 15' east 6 rods to a stake on the west line of lands formerly owned by James Lee, thence along said line south 18° west 95 rods to a line of the farm formerly owned by Samuel Castner, thence along the lines of said farm south 73° west 57 rods and 15 links to a stake south 5° 45' west 13 rods to a stake, south 1°30' east 65 rods and 10 links to a maple tree, south 2° west 7 rods to a stake; south 35°30' west 4 rods and 15 links to a stake, south 35°30' east 12 rods and 15 links, south 1° east 18 rods, south 57° west 8 rods and 10 links to a stake on the south line of said lot number two thence along said line north 86°55' west 111 rods and 12 links to the place of beginning, containing two hundred and twenty five acres, one rood and twenty-three perches of land as surveyed by Joseph Jones and being the same lands that were conveyed to Henry Wicker by Lewis A. Birdsall and Mary Jane, his wife, by deed bearing date May 1st, 1845, and recorded in the office of the Clerk of the County of Yates on May 20, 1845, in Liber 20 of Deeds at page 203.

EXCEPTING & RESERVING from the premises above described so much thereof as was conveyed by said Henry Wicker and wife to Thompson Bray by deed dated June 27, 1857, and recorded in said Clerk's office July 8, 1857, in Liber 34 of Deeds at page 170, containing about 93 acres. ALSO EXCEPTING & RESERVING from said premises two acres and three roods heretofore conveyed to the Canandaigua and Elmira Railroad Company. The two pieces of land hereby reserved containing together ninety-five acres, two roods and twenty-eight perches of land.

ALSO EXCEPTING & RESERVING the premises conveyed by Wesley B. Brundage and Alice, his wife, to Calvin Russell and Henry Russell, by deed dated November 30, 1888 and recorded in Liber 73 of Deeds at page 115, conveying about ten acres of land, and which exception deed was amended and corrected by a deed of Wesley B. Brundage and wife to Guy D. Hiltz, dated October 30, 1900, and recorded in Liber 94 of Deeds at page 39.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Milo, County of Yates and State of New York, being a part of Lot No. 2 in Township No. 7 in the 1st range, bounded and described as follows, viz: Beginning at the northeast corner of the horse barn as it was located in 1876, thence by lands formerly of Mrs. Mary Ann Bray north 86°30' E 4 chains and 90 links; thence N 2°45' W 6 chains and 74 links; thence N 89°15' E 15 chains and 38 links; and south 84°E 4 chains and 50 links to a stake being a northwesterly corner of lands formerly of Joseph Lockwood, thence by said Lockwood's land, formerly, S 2° W 3 chains and 50 links to a Pine Tree on the east bank of the gully, thence N 75° E 26 links to a stake, thence by lands formerly of said Lockwood and lands formerly of Mrs. King (formerly Mrs. Merritt) and lands formerly of H. S. Easton S 5°45' W 3 chains and 25 links and S 1° W 16 chains and 35 links, S 4° 30' W 1 chain and 75 links, S 36° W 1 chain and 15 links; S 33° E 3 chains and 15 links; S 1° 30' W 4 chains and 50 links; S 59° 30' W 2 chains and 10 links, N 85° 15' W 55 links, and S 17° W 2 chains and 60 links to the north line of the Northern Central Railway, thence northwesterly along the Railway to the southeast corner of lands formerly of Robert F. Conklin; thence by said lands N 38° E 4 chains and 25 links, and S 88° 30' E 80 links to the center of the old road, thence along the center of said old road S 4° W 95 links, thence S 86° E 3 chains and 26 links, thence N 9° E 1 chain and 47 links to the place of beginning, containing 71.55 acres of land as surveyed December 26 & 27, 1875 by L. Ogden.

EXCEPTING & RESERVING, the premises conveyed by Wesley B. Brundage and wife to Otis Brayman, dated March 28, 1916, and recorded in Liber 109 of Deeds at page 371, conveying approximately 40 acres of land, and subject to the right of way granted to Otis Brayman and his heirs and assigns, as set forth therein, and conveying to the grantee herein the right of way reserved for the benefit of the premises hereby conveyed, part of which right of way shall be used in common.

This conveyance is subject to the easement of Bert Brundage and wife to New York Central Electric Corporation, dated December 4, 1935, and recorded in Liber 141 of Deeds at page 153, and subject to highway easements of record.

The total amount of acreage conveyed herein is approximately 150 acres.

Being the same premises conveyed by Bert W. Brundage to Elwin H. Henderson & Richard H. Henderson by deed dated March 31, 1965 which was recorded in the Yates County Clerk's Office in Liber 209 of Deeds at page 251.

Subject to a perpetual right of way and easement for ingress and egress over the existing farm lane which runs from the Himrod Road northerly over the railroad tracks and then along or near the westerly boundary of the Brundage farm, the above described premises, to a point where that lane becomes a common lane running along the westerly boundary of the above described premises and then along that common lane and the above described property is to have an easement over that portion of the common lane lying westerly of said westerly boundary.

Subject to a right of first purchase granted to David L. Henderson by deed of even date which is to be recorded in the Yates County Clerk's Office simultaneously with the recording hereof.

NEW YORK
PIPELINE RIGHT – OF –WAY AGREEMENT

This Pipeline Right-of-Way Agreement (this "Agreement"), made this 31st day of December, 2015, between: **William H. Moravec and Marilyn J. Moravec**, whose address is **1658 Himrod Road, Penn Yan, N.Y. 14527** (hereinafter "Grantor"), and **Greenidge Pipeline LLC**, whose address is **590 Plant Road, Dresden NY 14441** (hereinafter "Grantee").

WITNESSETH:

For and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the premises, the mutual covenants and Agreements hereinafter set forth, Grantor does grant, bargain, sell, warrant, convey and/or assign to Grantee, its successors and assigns, a perpetual and exclusive right-of-way and easement (that has been agreed to by the parties herein and is more accurately described in **Schedule A** that is attached hereto and incorporated herein), at any time:

(i) to survey for, lay, construct, maintain, operate, inspect, repair, replace or alter the size of, without interruption of service, to add, remove or abandon pipelines for transporting of gas or liquids, whether hydrocarbon or non-hydrocarbon, and appurtenant above and below-ground facilities, including, but not limited to, valves, signs, cathodic protection devices and equipment, fluid removal, and data acquisition facilities, using methods and techniques not restricted to current technology;

(ii) to perform necessary pre-construction work;

(iii) to install, lay, maintain, operate, inspect, repair, replace, remove or abandon electric power and communication service, and

(iv) to have reasonable off right-of-way ingress to and egress from Grantee's facilities across and through the Grantor's lands located all or in part in the **Town of Milo, Yates County, State of New York**, as more particularly described in that certain deed dated **7/27/50; 5/23/73**, from **Joseph H. Sanderson; Paul E. Gleason and Grace I. Gleason** to **William H. Moravec and Marilyn J. Moravec**, recorded in the Land Records of said County in Book **164;253** of deeds at page **373;271**, and bearing property tax identification number(s): **62.02-1-2**, or on lands contiguous thereto which are owned by Grantor (the "Grantor's Lands"). The Grantor's Lands are more particularly described on **Schedule B**, attached hereto.

PERMANENT RIGHT-OF-WAY AREA. The right-of-way area shall be a strip of land 50 feet wide, being 25 feet on each side of the center of the pipeline as constructed, unless and to the extent that (a) the pipeline is installed nearer than 25 feet to a boundary of the premises, in which case the right-of-way area shall extend from the boundary side that is less than 25 feet from the pipeline to 25 feet on the opposite side of the pipeline, or (b) the pipeline is installed on an adjoining tract of land, in which case the right-of-way area shall extend from the boundary into landowner's lands to a point that is 25 feet from the pipeline, all approximately set forth in Exhibit "A" attached hereto and made a part hereof.

If the original right-of-way area becomes unsuitable for existing or future pipeline facilities, Grantee is granted the right to reasonably relocate the right-of-way area away from said unsuitable area. Said relocation shall require the same provisions and approvals as were required for the previous pipeline(s), said approvals shall not be unreasonably withheld. Any additional access needed to the right-of-way area shall be mutually agreed upon by the Grantor and Grantee, with no reasonable access being withheld.

TEMPORARY RIGHT OF WAY AREA. At the time of pipeline construction, or during times of pipeline maintenance, replacement, repair or removal, Grantee is granted a temporary right-of-way and easement to use the above-described Grantor's Lands for any purpose described herein or activities incidental thereto, on either side of the right-of-way area, up to a combined total of an additional fifty (50) feet, as specifically set forth on Schedule A, attached hereto, while exercising its operations.

ADDITIONAL TEMPORARY WORKSPACE AREA. At the time of construction of the initial pipeline only, Grantee is granted a temporary right-of-way and easement to use the above-described Grantor's Lands for any purpose described herein or activities incidental thereto, within the areas described as Additional Workspace Area, as specifically set forth on **Schedule A**, attached hereto.

SECONDARY GRANT. Grantor further grants to Grantee the right at any time after the date hereof to lay additional pipelines within the right-of-way area as defined upon the same terms and conditions as the original grant above and upon the payment of a like sum then being paid by Grantee.

GRANTOR'S RIGHT OF POSSESSION. All pipelines installed by Grantee will be buried to a depth of at least thirty six (36) inches below the surface of the ground for Non-Agricultural areas and at least forty-eight (48) inches below the surface of the ground in current active Agricultural areas or as required in accordance with the applicable law at the time of construction ("Applicable Law"). In areas of consolidated rock where such depth is not commercially feasible, Grantee may install and maintain each pipeline in those locations at a shallower depth, as allowed by Applicable Law.

Grantor may fully use and enjoy the premises to the extent that such use and enjoyment does not interfere with Grantee's rights under this Agreement. However, Grantor shall not change the depth of cover over pipeline(s) or obstruct the right-of-way area in a manner which would impede Grantee's ability to operate and maintain its facilities. Grantor further agrees to be observant to Grantee's facilities in instances where Grantor's actions might result in an unsafe situation. Grantor shall provide a 7 day notice to Grantee of any excavation within the right-of-way and shall fully comply with the requirements of New York State Code Rule 753 "Dig Safely NY" (16 N.Y.C.R.R. Part 753), or any subsequent applicable law, including, but not limited to, the installation or maintenance of field drain tiles. Grantor shall not place, construct or erect any temporary or permanent obstructions, buildings, structures or other improvements on the surface of the right-of-way area, including but not limited to, trees, mobile homes, ponds and fences. However, a gate may be installed to Grantee's standard specifications, provided that Grantee is given advance written notice of Grantor's intention to install such gate and provided further that Grantee has the option, but not the obligation, to elect to install such gate. Grantor shall not store any materials of any kind or operate or allow to be operated any heavy machinery or equipment over the right-of-way area excepting machinery and equipment customary for normal agricultural uses.

GRANTOR'S WARRANTY. Grantor warrants that, to its knowledge, after due inquiry, the lands encompassed by this right-of-way area have not been used as a dump site and contain no substances or materials which if disturbed would cause or threaten to cause impairment to human health or the environment. Grantor further warrants that no pollutants, contaminants, petroleum or hazardous substances have been disposed or released on or under the right-of-way area that would cause or threaten to cause an endangerment to human health, the environment or require clean up. Grantor warrants that neither the right-of-way area, nor any portion thereof, is legally or contractually restricted as to its use or is subject to special environmental protection that would affect the use of the right-of-way for Grantee's intended purpose.

GRANTOR'S INTEREST. Grantor acknowledges herein that it is the owner of the lands described herein and that Grantor has full and complete authority to enter into this agreement with Grantee. Grantor further acknowledges and confirms that Grantee shall not be obligated to settle or otherwise negotiate with any tenant of Grantor which may be located upon or may otherwise maintain the lands described herein.

MAINTENANCE. Grantee shall have the right to install gates or fences around any above-ground portion of the pipeline(s) or related facilities. If there are gates or roadways now existing along the right-of-way, Grantee shall have the right to use such existing gates and roadways in the exercise of all rights conferred herein. Grantee shall have the right to maintain the right-of-way area by keeping the right-of-way area free from trees, limbs, undergrowth, brush or other obstructions, which, in the judgment of Grantee, might interfere with the use of said right-of-way area.

DAMAGES. Grantee will remove unnecessary equipment and materials and reclaim the right-of-way area to as nearly as practicable to its pre-existing condition at the completion of construction activities, and will repair any damaged improvements to the land, such as fences, drain tiles and the like.

TITLE CURATIVE. Grantor agrees to timely cooperate with Grantee in obtaining any permits, licenses, permissions or approvals which Grantee deems necessary or convenient to conduct, certify, confirm, evidence, facilitate or effectuate the purpose of this Agreement. Grantor agrees to timely execute affidavits, ratifications, amendments, permits and other instruments as requested by Grantee that may be necessary to carry out the purpose of this Agreement.

COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed original, and all of which together shall constitute one and the same instrument. If, for any reason, any party named herein fails to execute this contract, it shall, nevertheless, be binding upon the signing parties.

ASSIGNABILITY. Grantee shall have the right to assign this Agreement in whole or in part, or otherwise to license, permit or agree to the sole or joint use of the rights granted hereunder, and upon such assignment, license, permit or agreement any assignee, licensee, permittee or party to any agreement shall be subject to all terms, covenants and conditions contained in this Agreement in the same manner and to the same extent as the original Grantee herein. The terms, covenants and provisions of this Agreement shall run with the land and shall extend to and be binding upon the heirs, executors, administrators, personal

representatives, successors and assigns of the parties hereto. No failure to comply with any covenant(s) on the part of Grantee shall be construed as a breach of this Agreement unless and until Grantor gives written notice to Grantee setting forth any alleged breach and Grantee then fails to correct such alleged breach within thirty (30) days after receipt of such notice or has failed to correct such alleged breach within thirty (30) days after final determination, by agreement or by a final order of a court of competent jurisdiction, that a breach exists. This Agreement shall be construed against forfeiture and termination.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between parties and supersedes all prior verbal agreements, representations or understandings pertaining to the subject matter of this agreement and may only be modified by a written agreement signed by all parties. Notwithstanding the foregoing, this Agreement is made subject to the terms and provisions contained in that certain unrecorded Addendum to Option and Pipeline Right-of-Way Agreement of even date.]

The remainder of this page is left intentionally blank. Signature page(s) follow.

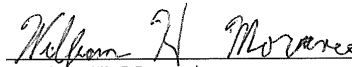
IN WITNESS WHEREOF, Grantor hereunto sets its hand and seal on the date appearing above.


WITNESS


Name: **Brian Wallenbeck**


Name: _____

GRANTOR:

 (Seal)
William H. Moravec

 (Seal)
Marilyn J. Moravec

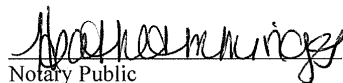
GREENIDGE PIPELINE LLC

 (Seal)
Name: **Dale Irwin**
Its: **Vice President**

ACKNOWLEDGMENTS

State of New York)
County of Chemung) ss.:

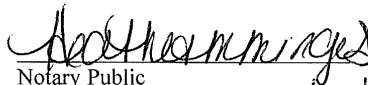
On the 4th day of February in the year 2016 before me, the undersigned, personally appeared Brian Wallenbeck, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in 52 South Carroll Street, Horseheads, N.Y. 14845 (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they know(s) Dale Irwin to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said Dale Irwin execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.


Notary Public
My Commission Expires 08/02/2018

Heather M. Mingos
Notary Public, State of New York
Reg No. 01DO6225941
Qualified in Tioga County
My Commission Expires August 2, 2018

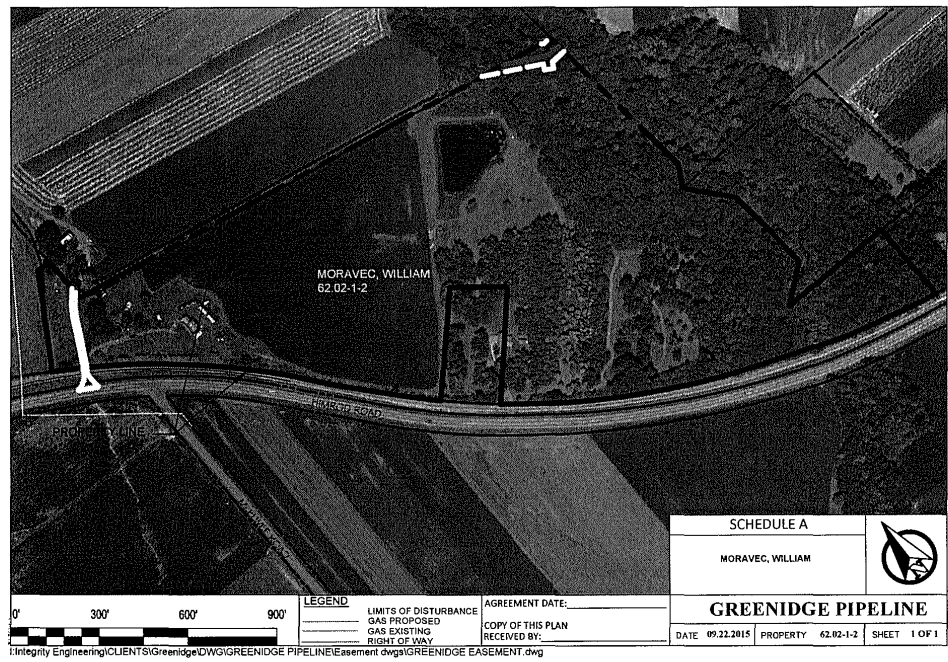
State of New York)
County of Chemung) ss.:

On the 4th day of February in the year 2016 before me, the undersigned, personally appeared Brian Wallenbeck, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in 52 South Carroll Street, Horseheads, N.Y. 14845 (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they know(s) William H. Moravec and Marilyn J. Moravec to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said William H. Moravec and Marilyn J. Moravec execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.


Notary Public
My Commission Expires 08/02/2018

Heather M. Mingos
Notary Public, State of New York
Reg No. 01DO6225941
Qualified in Tioga County
My Commission Expires August 2, 2018

SCHEDULE "A"
Pipeline Right of Way Location Map



SCHEDULE B
Legal Description of Grantor's Property

4

Warranty Deed Full Covenant

RECEIVED REAL ESTATE OCT 6 1997 TRANSFER TAX YATES COUNTY	Received <u>October 6, 1997</u> at <u>1:30 PM</u> <u>395</u> of <u>Deeds</u> <u>187</u> and ending <u>187</u> <i>Catherine R. Gilbert</i> Rec. Clerk Yates County, New York
--	--

THIS INDENTURE,

made the 6 day of October, 1997

Between William H. Moravec and Marilyn J. Moravec, residing at
1658 Himrod Road, Penn Yan, NY

grantors

and Richard Scott Moravec and Judith Anne Moravec, residing at 9
Maple Avenue, Penn yan, NY

grantees

WITNESSETH, that the grantors, in consideration of One Dollar
(\$1.00) and other good and valuable consideration paid by the
grantees hereby grants and releases unto the grantees, the heirs
or successor and assigns of the grantees forever,

ALL THAT TRACT OR PARCEL OF LAND SITUATE in the Town of
Milo, County of Yates and State of New York, bounded and
described as follows:

COMMENCING at a point in the southwesterly line of grantors
as shown on a map entitled "Plan of Land owned by William H. &
Marilyn J. Moravec in Lot No. 2 and 15, Township 7, Range 1 of
the Phelps and Gorham Purchase, in the Town of Milo and County of
Yates, State of New York", prepared by Richard L. Wilson dated
December 21, 1995 and filed in the Yates County Clerk's Office in
Liber 18 of Maps at page 312. Said point being south 33°32'54"
east 1322.61 feet from the southwest corner of said grantors'
lands; thence from that point north 55°13'19" east 400 feet to a
point; thence south 37°38'57" east 200 feet to a point; thence
south 55°33'19" west 400 feet to the grantors' southwest line;
thence northerly along said grantors' southwest line to the place
of beginning.

BEING A PORTION OF THE PREMISES of the lands conveyed to the
grantors herein by Warranty Deed July 27, 1950 and recorded in
the Yates County Clerk's Office in Liber 164 of Deeds at page
373.

AND BEING A PORTION OF THE LANDS described in the above-
referenced Survey filed in the Yates County Clerk's Office in
Liber 18 of Maps at page 312.

TOGETHER WITH A RIGHT-OF-WAY on foot and with vehicles, the
same being 50 feet in width from the westerly line of the above-
described parcel northwesterly along the grantors' boundary with
the lands owned by Finger Lakes Railroad, formerly Elmira - Lake

RIP Bill & Marilyn Moravec

**NEW YORK
PIPELINE RIGHT – OF –WAY AGREEMENT**

This Pipeline Right-of-Way Agreement (this "Agreement"), made this 4th day of December, 2015, between: **Susan K. Andersen**, whose address is **3025 Norris Road, Penn Yan, N.Y. 14527**, and **Karen J. Hallings**, whose address is **2836 Route 14A, Penn Yan, N.Y. 14527** as trustees of the **Koek Family Irrevocable Trust, dated March 4, 2014** (hereinafter "Grantor"), and **Greenidge Pipeline LLC**, whose address is **590 Plant Road, Dresden, N.Y. 14441** (hereinafter "Grantee").

WITNESSETH:

For and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the premises, the mutual covenants and Agreements hereinafter set forth, Grantor does grant, bargain, sell, warrant, convey and/or assign to Grantee, its successors and assigns, a perpetual and exclusive right-of-way and easement (that has been agreed to by the parties herein and is more accurately described in **Schedule A** that is attached hereto and incorporated herein), at any time:

(i) to survey for, lay, construct, maintain, operate, inspect, repair or replace, without interruption of service, to remove or abandon pipelines for transporting of gas or liquids, whether hydrocarbon or non-hydrocarbon, and appurtenant above and below-ground facilities, including, but not limited to, valves, signs, cathodic protection devices and equipment, fluid removal, and data acquisition facilities, using methods and techniques not restricted to current technology;

(ii) to perform necessary pre-construction work, consisting of all work necessary to prepare the construction site within the right of way areas described herein for construction of the pipeline, in accordance with sound pipeline construction practices;

(iii) to install, lay, maintain, operate, inspect, repair, replace, remove or abandon electric power and communication service related to the installation and operation of the pipeline, and

(iv) to have reasonable off right-of-way ingress to and egress from Grantee's facilities across and through the Grantor's lands located all or in part in the **Town of Milo, Yates County, State of New York**, as more particularly described in that certain deed dated **March 4, 2014**, from **Mildred C. Koek** to **Susan K. Andersen and Karen J. Hallings as Trustees of the Koek Family Irrevocable Trust, dated March 4, 2014**, recorded in the Land Records of said County in Book **669** of deeds at page **39**, and bearing property tax identification number(s): **62.02-1-3**, or on lands contiguous thereto which are owned by Grantor (the "Grantor's Lands") In such locations as are shown on Schedule A, attached hereto. The Grantor's Lands are more particularly described on **Schedule B**, attached hereto.

PERMANENT RIGHT-OF-WAY AREA. The right-of-way area shall be a strip of land 50 feet wide, being 25 feet on each side of the center of the pipeline as constructed, unless and to the extent that (a) the pipeline is installed nearer than 25 feet to a boundary of the premises, in which case the right-of-way area shall extend from the boundary side that is less than 25 feet from the pipeline to 25 feet on the opposite side of the pipeline, or (b) the pipeline is installed on an adjoining tract of land, in which case the right-of-way area shall extend from the boundary into landowner's lands to a point that is 25 feet from the pipeline, all approximately set forth in Exhibit "A" attached hereto and made a part hereof.

If the original right-of-way area becomes unsuitable for existing or future pipeline facilities, Grantee is granted the right to reasonably relocate the right-of-way area away from said unsuitable area to such other location as shall be reasonably agreed upon in writing between Grantor and Grantee. Grantee shall provide Grantor with advance written notice of any such request to relocate the pipeline. Said relocation shall require the same provisions and approvals as were required for the previous pipeline(s), said approvals shall not be unreasonably withheld. Any additional access needed to the right-of-way area shall be mutually agreed upon by the Grantor and Grantee, with no reasonable access being withheld.

TEMPORARY RIGHT OF WAY AREA. At the time of pipeline construction, or during times of pipeline maintenance, replacement, repair or removal, Grantee is granted a temporary right-of-way and easement to use the above-described Grantor's Lands for any purpose described herein or activities incidental thereto, on either side of the right-of-way area, up to a combined total of an additional fifty (50) feet, as specifically set forth and shown on Schedule A, attached hereto, while exercising its operations.

ADDITIONAL TEMPORARY WORKSPACE AREA. At the time of construction of the initial pipeline only, Grantee is granted a temporary right-of-way and easement to use the above-

described Grantor's Lands for any purpose described herein or activities incidental thereto, within the areas described as Additional Workspace Area, as specifically set forth and shown on **Schedule A**, attached hereto.

GRANTOR'S RIGHT OF POSSESSION. All pipelines installed by Grantee will be buried to a depth of at least thirty six (36) inches below the surface of the ground for Non-Agricultural areas, unless otherwise agreed to between Grantor and Grantee, and at least sixty (60) inches below the surface of the ground in current active Agricultural areas or as required in accordance with the applicable law at the time of construction ("Applicable Law"). In areas of consolidated rock where such depth is not commercially feasible, Grantee may install and maintain each pipeline in those locations at a shallower depth, as allowed by Applicable Law.

Grantor may fully use and enjoy the premises to the extent that such use and enjoyment does not interfere with Grantee's rights under this Agreement. However, Grantor shall not change the depth of cover over pipeline(s) or obstruct the right-of-way area in a manner which would impede Grantee's ability to operate and maintain its facilities. Grantor further agrees to be observant to Grantee's facilities in instances where Grantor's actions might result in an unsafe situation. Grantor shall provide a 7 day notice to Grantee of any excavation within the right-of-way and shall fully comply with the requirements of New York State Code Rule 753 "Dig Safely NY" (16 N.Y.C.R.R. Part 753), or any subsequent applicable law, including, but not limited to, the installation or maintenance of field drain tiles. Grantor shall not place, construct or erect any temporary or permanent obstructions, buildings, structures or other improvements on the surface of the right-of-way area, including but not limited to, trees, mobile homes, ponds and fences. However, a gate may be installed to Grantee's standard specifications, provided that Grantee is given advance written notice of Grantor's intention to install such gate and provided further that Grantee has the option, but not the obligation, to elect to install such gate. Grantor shall not store any materials of any kind or operate or allow to be operated any heavy machinery or equipment over the right-of-way area excepting machinery and equipment customary for normal agricultural uses in Grantor's reasonable discretion. Logging vehicles and equipment may be allowed on prior notice to Grantee, and upon such reasonable conditions as may be imposed by Grantee to protect the pipeline in accordance with best industry practices.

GRANTOR'S WARRANTY. Grantor warrants that, to its knowledge, after due inquiry, the lands encompassed by this right-of-way area have not been used as a dump site and contain no substances or materials which if disturbed would cause or threaten to cause impairment to human health or the environment. Grantor further warrants that no pollutants, contaminants, petroleum or hazardous substances have been disposed or released on or under the right-of-way area that would cause or threaten to cause an endangerment to human health, the environment or require clean up. Grantor warrants that neither the right-of-way area, nor any portion thereof, is legally or contractually restricted as to its use or is subject to special environmental protection that would affect the use of the right-of-way for Grantee's intended purpose.

GRANTOR'S INTEREST. Grantor acknowledges herein that it is the owner of the lands described herein and that Grantor has full and complete authority to enter into this agreement with Grantee. Grantor further acknowledges and confirms that Grantee shall not be obligated to settle or otherwise negotiate with any tenant of Grantor which may be located upon or may otherwise maintain the lands described herein.

MAINTENANCE. Grantee shall have the right to install gates or fences around any above-ground portion of the pipeline(s) or related facilities, provided that Grantee shall provide Grantor with advance written notice of the location of such gates or fences, and that Grantee shall be provided the right to approve the location of such gates or fences, which approval will not be unreasonably withheld, conditioned or delayed. If there are gates or roadways now existing along the right-of-way, Grantee shall have the right to use such existing gates and roadways in the exercise of all rights conferred herein. Grantee shall have the right to maintain the right-of-way area by keeping the right-of-way area free from trees, limbs, undergrowth, brush or other obstructions, which, in the judgment of Grantee, might interfere with the use of said right-of-way area.

DAMAGES. Grantee will remove unnecessary equipment and materials and reclaim the right-of-way area to as nearly as practicable to its pre-existing condition at the completion of construction activities, and will repair any damaged improvements to the land, such as fences, drain tiles and the like in a good, workmanlike manner according to sound industry practices.

TITLE CURATIVE. Grantor agrees to timely cooperate with Grantee in obtaining any permits, licenses, permissions or approvals which Grantee deems necessary or convenient to conduct, certify, confirm, evidence, facilitate or effectuate the purpose of this Agreement. Grantor agrees to timely

execute affidavits, ratifications, amendments, permits and other instruments as requested by Grantee that may be necessary to carry out the purpose of this Agreement.

COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed original, and all of which together shall constitute one and the same instrument. If, for any reason, any party named herein fails to execute this contract, it shall, nevertheless, be binding upon the signing parties.


ASSIGNABILITY. Grantee shall have the right to assign this Agreement in whole or in part, or otherwise to license, permit or agree to the sole or joint use of the rights granted hereunder, and upon such assignment, license, permit or agreement any assignee, licensee, permittee or party to any agreement shall be subject to all terms, covenants and conditions contained in this Agreement in the same manner and to the same extent as the original Grantee herein. The terms, covenants and provisions of this Agreement shall run with the land and shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. No failure to comply with any covenant(s) on the part of Grantee shall be construed as a breach of this Agreement unless and until Grantor gives written notice to Grantee setting forth any alleged breach and Grantee then fails to correct such alleged breach within thirty (30) days after receipt of such notice or has failed to correct such alleged breach within thirty (30) days after final determination, by agreement or by a final order of a court of competent jurisdiction, that a breach exists. This Agreement shall be construed against forfeiture and termination. In the event of any assignment as provided for hereunder, promptly upon such assignment Grantee shall provide Grantor with written notice of such assignment, including contact information for the assignee.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between parties and supersedes all prior verbal agreements, representations or understandings pertaining to the subject matter of this agreement and may only be modified by a written agreement signed by all parties. **[Optional:** Notwithstanding the foregoing, this Agreement is made subject to the terms and provisions contained in that certain unrecorded Addendum to Option and Pipeline Right-of-Way Agreement of even date.]


The remainder of this page is left intentionally blank. Signature page(s) follow.

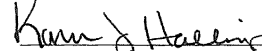
IN WITNESS WHEREOF, Grantor hereunto sets its hand and seal on the date appearing above.

WITNESS



Name: **Brian Wallenbeck**

GRANTOR:

 (Seal)
Susan K. Andersen, Trustee of the Koek Family
Irrevocable Trust Dated March 4, 2014

 (Seal)
Karen J. Hallings, Trustee of the Koek Family
Irrevocable Trust Dated March 4, 2014


GREENIDGE PIPELINE LLC

 (Seal)
Name: **Dale Irwin**
Its: **Vice President**

ACKNOWLEDGMENTS

State of NEW YORK)
County of YATES) ss.:

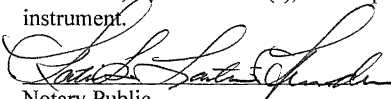
On the 4th day of ~~October~~ ^{December} in the year 2015 before me, the undersigned, personally appeared Susan K. Andersen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public
My Commission Expires:

KATHIE A. MARTENS-HENDERSON
Notary Public No. 02MA6258889
Yates County, State of New York
Commission Expires April 9, 2016

State of NEW YORK)
County of YATES) ss.:

On the 4th day of ~~October~~ ^{December} in the year 2015 before me, the undersigned, personally appeared Karen J. Hallings, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public
My Commission Expires:

KATHIE A. MARTENS-HENDERSON
Notary Public No. 02MA6258889
Yates County, State of New York
Commission Expires April 9, 2016

Use If Executed Before a Subscribing Witness:

State of _____)
County of _____) ss.:

On the _____ day of _____ in the year 2015 before me, the undersigned, personally appeared Brian Wallenbeck, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in 52 South Carroll Street, Horseheads, N.Y. 14845 (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they know(s) Karen J. Hallings and Susan K. Andersen, acting as Trustees for the Koek Family Irrevocable Trust dated March 4, 2014 to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said Karen J. Hallings and Susan K. Andersen, acting as Trustees for the Koek Family Irrevocable Trust dated March 4, 2014 execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

Notary Public
My Commission Expires:

State of New York)
County of Chemung) ss.:

On the 3rd day of February in the year 2016 before me, the undersigned, personally appeared Brian Wallenbeck, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in 52 South Carroll Street, Horseheads, N.Y. 14845 (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they know(s) Dale Irwin to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said Dale Irwin execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

Heather M. Mingos
Notary Public
My Commission Expires : 08/02/2018

Heather M. Mingos
Notary Public, State of New York
Reg No. 01DO6225941
Qualified in Tioga County
My Commission Expires August 2, 2018

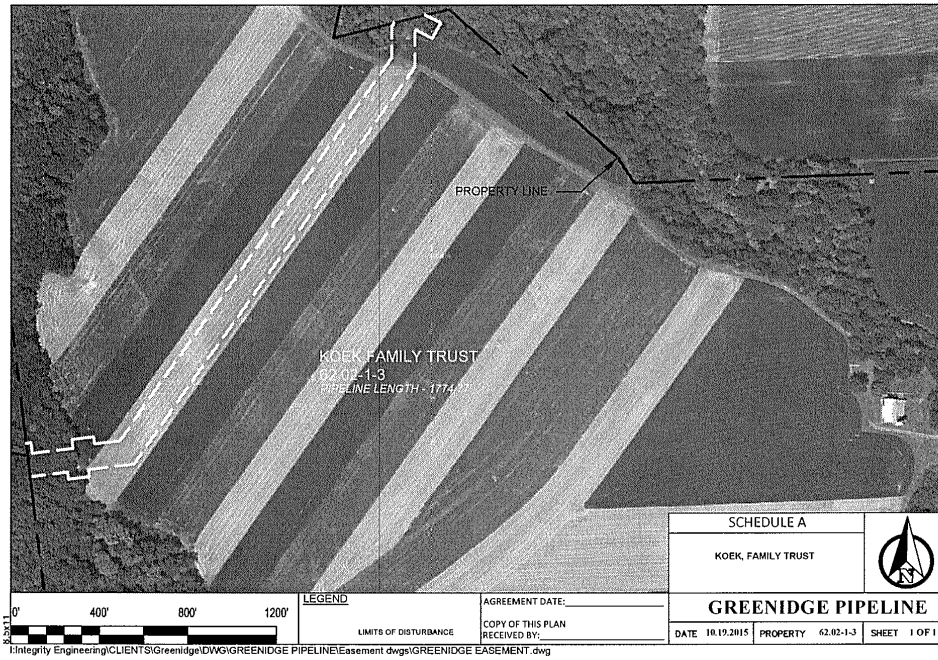
SCHEDULE "A"

Pipeline Right of Way Location Map

SCHEDULE B
Legal Description of Grantor's Property

SCHEDULE "A"

Pipeline Right of Way Location Map



SCHEDULE B
Legal Description of Grantor's Property

9/6
WARRANTY DEED with Lien Covenant

THIS INDENTURE, made the 4th day of March, 2014,

BETWEEN

MILDRED C. KOEK, residing at 2324 Ridge Road, Penn Yan, NY 14527,
party of the first part, and

SUSAN K. ANDERSEN, residing at 3025 Norris Road, Penn Yan, NY 14527, and
KAREN J. HALLINGS, residing at 2868 Route 14A, Penn Yan, NY 14527, As
Trustees of the Koek Family Irrevocable Trust w/a dated March 4, 2014.
parties of the second part,

WITNESSETH, that the party of the first part, in consideration of ONE DOLLAR (\$1.00),
lawful money of the United States, and other good and valuable consideration, paid by the
parties of the second part, does hereby grant and release unto the parties of the second part, the
parties of the second part's heirs or successors and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Milo, County of
Yates and State of New York, bounded on the north by land formerly of Kate Russell, on the east
by the highway leading from Milo Center to Seneca Mills, on the south by land formerly owned
by Michael Tierney, and on the west by land formerly owned by Wesley Brundage; containing
109 and 41/100 acres of land, more or less.

Subject to highway and utility easements of record.

Being the same premises described in a deed from Marvin Koek, et al., to Marvin Koek
and Mildred C. Koek dated December 18, 1969 and recorded in the Yates County Clerk's Office
on December 18, 1969 in Liber 233 of Deeds, page 379.

The said Marvin Koek having died on July 24, 2013, a resident of Yates County, New
York leaving him surviving, his wife, Mildred C. Koek, the first party herein.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in
and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the
party of the second part's heirs, or successors and assigns forever.

AND the party of the first part covenants as follows:

FIRST, that the party of the second part shall quietly enjoy said premises;

SECOND, that the party of the first part will forever **WARRANT** the title to said premises;

**NEW YORK
PIPELINE RIGHT – OF –WAY AGREEMENT**

This Pipeline Right-of-Way Agreement (this "Agreement"), made this 16th day of November, 2015, between: **Guy R. Christiansen**, whose address is **1466 Quenan Road, Penn Yan, N.Y. 14527** (hereinafter "Grantor"), and **Greenidge Pipeline LLC**, whose address is **590 Plant Road, Dresden, N.Y. 14441** (hereinafter "Grantee").

WITNESSETH:

For and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the premises, the mutual covenants and Agreements hereinafter set forth, Grantor does grant, bargain, sell, warrant, convey and/or assign to Grantee, its successors and assigns, a perpetual and exclusive right-of-way and easement (that has been agreed to by the parties herein and is more accurately described in **Schedule A** that is attached hereto and incorporated herein), at any time:

(i) to survey for, lay, construct, maintain, operate, inspect, repair or replace, without interruption of service, to remove or abandon pipelines for transporting of gas or liquids, whether hydrocarbon or non-hydrocarbon, and appurtenant above and below-ground facilities, including, but not limited to, valves, signs, cathodic protection devices and equipment, fluid removal, and data acquisition facilities, using methods and techniques not restricted to current technology;

(ii) to perform necessary pre-construction work, consisting of all work necessary to prepare the construction site within the right of way areas described herein for construction of the pipeline, in accordance with sound pipeline construction practices;

(iii) to install, lay, maintain, operate, inspect, repair, replace, remove or abandon electric power and communication service related to the installation and operation of the pipeline, and

(iv) to have reasonable off right-of-way ingress to and egress from Grantee's facilities across and through the Grantor's lands located all or in part in the **Town of Milo, Yates County, State of New York**, as more particularly described in that certain deed dated **12/29/12**, from **Karen A. Christiansen to Guy R. Christiansen**, recorded in the Land Records of said County in Book **650** of deeds at page **293**, and bearing property tax identification number(s): **50.04-1-5**, or on lands contiguous thereto which are owned by Grantor (the "Grantor's Lands") In such locations as are shown on Schedule A, attached hereto. The Grantor's Lands are more particularly described on **Schedule B**, attached hereto.

PERMANENT RIGHT-OF-WAY AREA. The right-of-way area shall be a strip of land 50 feet wide, being 25 feet on each side of the center of the pipeline as constructed, unless and to the extent that (a) the pipeline is installed nearer than 25 feet to a boundary of the premises, in which case the right-of-way area shall extend from the boundary side that is less than 25 feet from the pipeline to 25 feet on the opposite side of the pipeline, or (b) the pipeline is installed on an adjoining tract of land, in which case the right-of-way area shall extend from the boundary into landowner's lands to a point that is 25 feet from the pipeline, all approximately set forth in Exhibit "A" attached hereto and made a part hereof.

If the original right-of-way area becomes unsuitable for existing or future pipeline facilities, Grantee is granted the right to reasonably relocate the right-of-way area away from said unsuitable area to such other location as shall be reasonably agreed upon in writing between Grantor and Grantee. Grantee shall provide Grantor with advance written notice of any such request to relocate the pipeline. Said relocation shall require the same provisions and approvals as were required for the previous pipeline(s), said approvals shall not be unreasonably withheld. Any additional access needed to the right-of-way area shall be mutually agreed upon by the Grantor and Grantee, with no reasonable access being withheld.

TEMPORARY RIGHT OF WAY AREA. At the time of pipeline construction, or during times of pipeline maintenance, replacement, repair or removal, Grantee is granted a temporary right-of-way and easement to use the above-described Grantor's Lands for any purpose described herein or activities incidental thereto, on either side of the right-of-way area, up to a combined total of an additional fifty (50) feet, as specifically set forth and shown on Schedule A, attached hereto, while exercising its operations.

ADDITIONAL TEMPORARY WORKSPACE AREA. At the time of construction of the initial pipeline only, Grantee is granted a temporary right-of-way and easement to use the above-described Grantor's Lands for any purpose described herein or activities incidental thereto, within the areas described as Additional Workspace Area, as specifically set forth and shown on **Schedule A**, attached hereto.

GRANTOR'S RIGHT OF POSSESSION. All pipelines installed by Grantee will be buried to a depth of at least thirty six (36) inches below the surface of the ground for Non-Agricultural areas, unless otherwise agreed to between Grantor and Grantee, and at least sixty (60) inches below the surface of the ground in current active Agricultural areas or as required in accordance with the applicable law at the time of construction ("Applicable Law"). In areas of consolidated rock where such depth is not commercially feasible, Grantee may install and maintain each pipeline in those locations at a shallower depth, as allowed by Applicable Law.

Grantor may fully use and enjoy the premises to the extent that such use and enjoyment does not interfere with Grantee's rights under this Agreement. However, Grantor shall not change the depth of cover over pipeline(s) or obstruct the right-of-way area in a manner which would impede Grantee's ability to operate and maintain its facilities. Grantor further agrees to be observant to Grantee's facilities in instances where Grantor's actions might result in an unsafe situation. Grantor shall provide a 7 day notice to Grantee of any excavation within the right-of-way and shall fully comply with the requirements of New York State Code Rule 753 "Dig Safely NY" (16 N.Y.C.R.R. Part 753), or any subsequent applicable law, including, but not limited to, the installation or maintenance of field drain tiles. Grantor shall not place, construct or erect any temporary or permanent obstructions, buildings, structures or other improvements on the surface of the right-of-way area, including but not limited to, trees, mobile homes, ponds and fences. However, a gate may be installed to Grantee's standard specifications, provided that Grantee is given advance written notice of Grantor's intention to install such gate and provided further that Grantee has the option, but not the obligation, to elect to install such gate. Grantor shall not store any materials of any kind or operate or allow to be operated any heavy machinery or equipment over the right-of-way area excepting machinery and equipment customary for normal agricultural uses in Grantor's reasonable discretion. Logging vehicles and equipment may be allowed on prior notice to Grantee, and upon such reasonable conditions as may be imposed by Grantee to protect the pipeline in accordance with best industry practices.

GRANTOR'S WARRANTY. Grantor warrants that, to its knowledge, after due inquiry, the lands encompassed by this right-of-way area have not been used as a dump site and contain no substances or materials which if disturbed would cause or threaten to cause impairment to human health or the environment. Grantor further warrants that no pollutants, contaminants, petroleum or hazardous substances have been disposed or released on or under the right-of-way area that would cause or threaten to cause an endangerment to human health, the environment or require clean up. Grantor warrants that neither the right-of-way area, nor any portion thereof, is legally or contractually restricted as to its use or is subject to special environmental protection that would affect the use of the right-of-way for Grantee's intended purpose.

GRANTOR'S INTEREST. Grantor acknowledges herein that it is the owner of the lands described herein and that Grantor has full and complete authority to enter into this agreement with Grantee. Grantor further acknowledges and confirms that Grantee shall not be obligated to settle or otherwise negotiate with any tenant of Grantor which may be located upon or may otherwise maintain the lands described herein.

MAINTENANCE. Grantee shall have the right to install gates or fences around any above-ground portion of the pipeline(s) or related facilities, provided that Grantee shall provide Grantor with advance written notice of the location of such gates or fences, and that Grantee shall be provided the right to approve the location of such gates or fences, which approval will not be unreasonably withheld, conditioned or delayed. If there are gates or roadways now existing along the right-of-way, Grantee shall have the right to use such existing gates and roadways in the exercise of all rights conferred herein. Grantee shall have the right to maintain the right-of-way area by keeping the right-of-way area free from trees, limbs, undergrowth, brush or other obstructions, which, in the judgment of Grantee, might interfere with the use of said right-of-way area.

DAMAGES. Grantee will remove unnecessary equipment and materials and reclaim the right-of-way area to as nearly as practicable to its pre-existing condition at the completion of construction activities, and will repair any damaged improvements to the land, such as fences, drain tiles and the like in a good, workmanlike manner according to sound industry practices.

TITLE CURATIVE. Grantor agrees to timely cooperate with Grantee in obtaining any permits, licenses, permissions or approvals which Grantee deems necessary or convenient to conduct, certify, confirm, evidence, facilitate or effectuate the purpose of this Agreement. Grantor agrees to timely execute affidavits, ratifications, amendments, permits and other instruments as requested by Grantee that may be necessary to carry out the purpose of this Agreement.

COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed original, and all of which together shall constitute one and the same instrument. If, for any reason, any party named herein fails to execute this contract, it shall, nevertheless, be binding upon the signing parties.

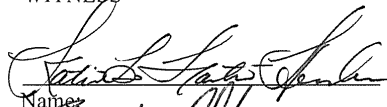
ASSIGNABILITY. Grantee shall have the right to assign this Agreement in whole or in part, or otherwise to license, permit or agree to the sole or joint use of the rights granted hereunder, and upon such assignment, license, permit or agreement any assignee, licensee, permittee or party to any agreement shall be subject to all terms, covenants and conditions contained in this Agreement in the same manner and to the same extent as the original Grantee herein. The terms, covenants and provisions of this Agreement shall run with the land and shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. No failure to comply with any covenant(s) on the part of Grantee shall be construed as a breach of this Agreement unless and until Grantor gives written notice to Grantee setting forth any alleged breach and Grantee then fails to correct such alleged breach within thirty (30) days after receipt of such notice or has failed to correct such alleged breach within thirty (30) days after final determination, by agreement or by a final order of a court of competent jurisdiction, that a breach exists. This Agreement shall be construed against forfeiture and termination. In the event of any assignment as provided for hereunder, promptly upon such assignment Grantee shall provide Grantor with written notice of such assignment, including contact information for the assignee.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between parties and supersedes all prior verbal agreements, representations or understandings pertaining to the subject matter of this agreement and may only be modified by a written agreement signed by all parties. **[Optional:** Notwithstanding the foregoing, this Agreement is made subject to the terms and provisions contained in that certain unrecorded Addendum to Option and Pipeline Right-of-Way Agreement of even date.]

The remainder of this page is left intentionally blank. Signature page(s) follow.

IN WITNESS WHEREOF, Grantor hereunto sets its hand and seal on the date appearing above.

WITNESS


Name: _____

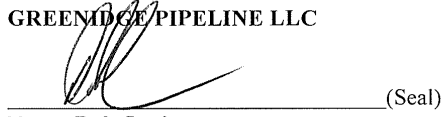

Name: _____

GRANTOR:

 (Seal)
Guy R. Christiansen

(Seal)


GREENIDGE PIPELINE LLC

 (Seal)
Name: Dale Irwin
Its: Vice President

ACKNOWLEDGMENTS

State of New York)
County of Yates) ss.:

On the 10th day of November in the year 2015 before me, the undersigned, personally appeared Guy R. Christiansen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public
My Commission Expires:

KATIE A. MARTENS-HENDERSON
Notary Public No. 02MA6258889
Yates County, State of New York
Commission Expires April 9, 2016

Use If Executed Before a Subscribing Witness:

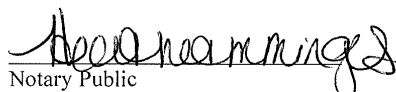
State of _____)
County of _____) ss.:

On the ____ day of October in the year 2015 before me, the undersigned, personally appeared _____, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in _____ (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they know(s) Guy R. Christiansen to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said Guy R. Christiansen execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

Notary Public
My Commission Expires:

State of New York)
County of Chemung) ss.:

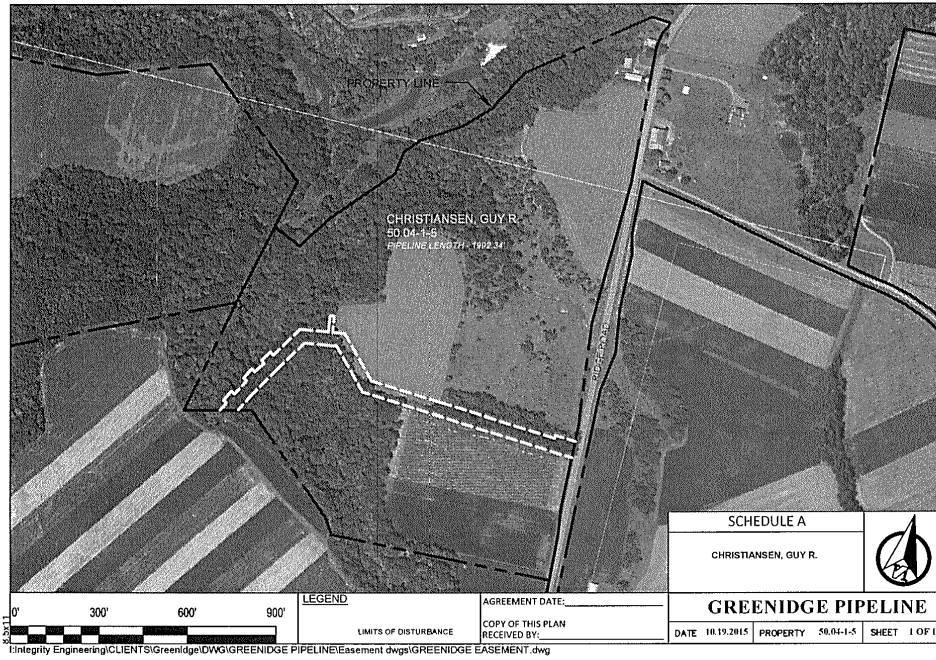
On the 2nd day of February in the year 2016 before me, the undersigned, personally appeared Brian Wallenbeck, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in 52 South Carroll Street, Horseheads, N.Y. 14845 (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they know(s) Dale Irwin to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said Dale Irwin execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.


Notary Public

My Commission Expires : 08/02/2018

Heather M. Mingo
Notary Public, State of New York
Reg No. 01DO6225941
Qualified in Tioga County
My Commission Expires August 2, 2018

SCHEDULE "A" **Pipeline Right of Way Location Map**



SCHEDULE B
Legal Description of Grantor's Property

SCHEDULE A

Parcel 1 - Ridge Road

ALL THAT TRACT OR PARCEL OF LAND, situate in said Town of Milo being part of Lot 2 Township 7 First Range and of the Garter, bounded as follows: Beginning on the Old Preemption Line at Joseph Lockwood's northeast corner, thence along his north line west 66 rods, thence north $27 \frac{1}{2}$ degrees west 4 rods 20 links, thence north $44 \frac{1}{2}$ degrees west 39 rods 5 links, thence south $77 \frac{1}{2}$ degrees west 17 rods 12 links, thence south 73 degrees west 3 rods 20 links to a large maple tree, thence north $17 \frac{1}{2}$ degrees east 102 rods to the northeast corner of said Lot No. 2, thence south 77 degrees east 18 rods to the center of the road a short distance northeastward of the former residence of Richard Smith, thence along said road north 65 degrees east 12 rods, thence north $47 \frac{1}{2}$ degrees east 16 rods, thence north 25 degrees east 6 rods, 17 links, thence north 55 degrees east 52 rods, thence $87 \frac{1}{2}$ degrees east 5 rods to the Old Preemption Line, thence along said line south $1 \frac{1}{2}$ degrees west 172 rods 8 links to the place of beginning, containing 86 acres and 16 perches of land, more or less, according to an old survey of Joseph Jones, Excepting $3 \frac{88}{100}$ acres of land and the water rights conveyed by John Russell to Calvin Russel and others.

ALSO; ALL THAT TRACT OR PARCEL OF LAND situate in said Town of Milo bounded as follows: Beginning in the center of the road and on the Old Preemption Line at the northwest corner of land now or formerly of Susan A. King, thence by said land south $85 \frac{1}{2}$ degrees east 16 chains 87 links north 6 degrees east 5 chains, 22 links, south $85 \frac{1}{2}$ degrees east 31 chains 50 links to the west line of land now or formerly of Henderson, thence along said west line north $5 \frac{1}{2}$ degrees east 7 chains 78 links to the northeast corner of land formerly of Isaac J. Lake, thence along the south line of said land north 87 degrees west 10 chains 25 links, north $52 \frac{1}{2}$ degrees west 3 chains 62 links, south $85 \frac{1}{2}$ degrees west 9 chains north $6 \frac{1}{2}$ degrees west 2 chains 13 links to a pine stump, thence north $52 \frac{1}{2}$ degrees west 3 chains, thence north $79 \frac{1}{4}$ degrees west 6 chains, thence north $80 \frac{1}{2}$ degrees west 5 chains 95 links to the center of the gully, thence up the gully south 45 degrees west one chain 86 links, south 4 degrees west 3 chains, south $4 \frac{1}{2}$ degrees west 4 chains 19 links, south $13 \frac{1}{2}$ degrees west 2 chains and south 39 degrees west one chain 90 links to a large stone, thence north 85 degrees west 10 chains 64 links to the center of the road leading to Mays Mills, thence along the center of the road south 37 degrees west 4 chains 24 links to the Old Preemption Line, thence along said line south $4 \frac{1}{2}$ degrees west one chain 78 links to the place of beginning containing $39 \frac{48}{100}$ acres of land, more or less.

EXCEPTING AND RESERVING THEREFROM premises conveyed by John Russell to Calvin Russell, John T. Andrews 2nd, Calvin Russell Jr., Lewis D. Armstrong and Meylerh M. Armstrong by deed dated August 21, 1883 and recorded in Yates County Clerk's Office in Liber 65 of Deeds at page 528.

EXCEPTING AND RESERVING THEREFROM premises conveyed by Albert F. Miller and Lena M. Miller to Yates County by deed dated August 25, 1939 and recorded in the Yates County Clerk's Office in Liber 146 of deeds at page 677, containing approximately 1.20 acres of land.

Subject to public utility easements of record and the rights of the public in and to Ridge Road.

Mailing Address: 2160 Ridge Road, Penn Yan, New York 14527

Tax Map No. : 50.04-1-5

Parcel II - Quenan Road

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Torrey, County of Yates and State of New York, being a part of lots Nos. 20 & 25 of the Gore in said Town of Torrey, bounded and described as follows: On the north by lands formerly of Samuel K. Winters and land formerly of Kidder and land formerly of William Marlow and land formerly of Almond Reed; on the south by the center of the highway running from the Preemption line west to Flat Street, so called, and past the residence formerly of George W. Spencer, on the east by the center of the highway called the Ridge Road and on the west by lands formerly of Squire B. Whitaker, containing one hundred and forty-five acres of land, be the same more or less.

EXCEPTING AND RESERVING THEREFROM premises conveyed by Paul Christensen and Agnes Christensen to The County of Yates by deed dated September 20, 1946 and recorded in Liber 157 of Deeds at page 384, which conveys 1.6 acres.

Subject to public utility easements of record and the rights of the public in and to Quenan Road.

Subject to a Right of Way Agreement between Harold P. Christiansen and Gail R. Christiansen to Cranberry Pipeline Corporation dated December 17, 1987 and recorded in the Yates County Clerk's Office in Liber 348 of Deeds at page 243.

Option

Also conveying a ten (10) day right of first purchase of that portion of the Travis farm (second parcel described in deed recorded at Liber 457, page 346) lying westerly of Crows Nest Road and the Crows Nest farm (first parcel described in deed recorded at Liber 457, page 346). In the event that those properties or any portion thereof are still owned by the survivor of Harold P. Christiansen and Gail R. Christiansen at the time he or she dies, then Guy R. Christiansen and Karen A. Christensen shall have an option to purchase those properties or the portions thereof still owned by the estate for \$1,500.00 per acre. This option must be exercised in writing within ninety (90) days after probate and such exercise must specify a closing within sixty (60) days of its delivery.

Mailing Address: 1466 Quenan Road, Penn Yan, New York 14527

Tax Map No. : 38.02-1-2

Parcels I and II above BEING the same premises conveyed to party of the first part and party of the same part by Deed dated June 16, 2003 and recorded in the Yates County Clerk's Office on July 2, 2003 in Liber 486 of Deeds at page 190.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Torrey, County of Yates and State of New York, and bounded as follows: On the north by land formerly of John Vail, now bounded northerly by lands of Carl Anderson; on the east by the highway running north and south past the premises hereby conveyed and lands formerly of Samuel K. Winters (Ridge Road); on the south by lands formerly of Edwin Nutt and George Olmstead, now bounded southerly by lands of Taylor Wine Company, and Rodney Hall and on the west by lands formerly of Egbert Haines and Daniel Tompkins, presently bounded on the west by land believed to have been recently conveyed by Clarence Jensen to Chris Hansen and by lands of Carl Anderson, containing sixty-seven acres of land, be the same more or less, and formerly being a part of the Norton R. Swarthout farm.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Torrey, aforesaid, bounded and described as follows: Bounded on the north, west and south by lands formerly of Ernest Pulver (the premises hereinabove described) and on the east by the highway (Ridge Road) containing one-half acre of land, be the same more or less.

EXCEPTING AND RESERVING THEREFROM, premises conveyed at Liber 283 of Deeds at page 382 and 353 of Deeds at page 282.

Being part of the premises conveyed to Will-Grow Farms, Inc. by Bartel A. Borglum and Mary H. Borglum, his wife, by deed recorded in the Yates County Clerk's Office April 6, 1979 in Liber 290 of Deeds at page 92.

BEING the same premises conveyed to party of the first part and party of the second part by Deed dated December 27, 1990 and recorded in the Yates County Clerk's Office on December 28, 1990 in Liber 369 of Deeds at page 932.

Mailing Address: Ridge Road, Penn Yan, New York 14527
Tax Map No. : 28.04-1-4

Parcel IV - State Route 54

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Benton, County of Yates and State of New York, and being the west part of lot number twenty three in said town bounded and described as follows, to wit: Beginning at a stake on the town line being the southwest corner of said lot, thence along the west line thereof north three degrees and fifteen minutes east one hundred and eighty rods and nine links to a stake, thence along the north line of said lot south eighty six degrees and fifty six minutes east ninety one rods and five links to a stake; thence south three degrees and fifteen minutes west one hundred and eighty-one rods and ten links to a stake on the town line. Thence north eighty six degrees and forty two minutes west ninety one rods and five links to the place of beginning, containing one hundred and three acres two rods and nine perches as surveyed by Joseph Jones August 18, 1826 be the same more or less. Excepting from the premises as above described about two acres in the southwest corner of said lot number twenty three and also excepting the school house lot. Also excepting a strip of land running east and west three rods wide conveyed by Wealthy Shaw to James M. Lown by deed dated January 29, 1910 recorded in the Yates County Clerk's Office in Liber 102 of Deeds at page 53.

EXCEPTING AND RESERVING FROM THE ABOVE DESCRIBED PREMISES the "house lot" from the southwesterly portion of that part of the above described premises lying northerly of Route 54, which is reserved to Arne Christensen and Beatrice M. Christensen, and is described as follows: Commencing at the intersection of the centerlines of the Pre-emption Road and State Route 54 and running easterly along the centerline of the said State Route 54 a distance of 292 feet to a point; thence in a generally northerly direction, and approximately parallel to the centerline of Pre-emption Road a distance of 366 feet to a point; thence in a westerly direction, and approximately parallel to the centerline of State Route 54 a distance of 284 feet to the centerline of Pre-emption Road; thence in a generally southerly direction along the centerline of Pre-emption Road 385 feet to the point or place of beginning. This reserved parcel consists of approximately $2 \frac{1}{2}$ acres of land.

EXCEPTING AND RESERVING THEREFROM, all that tract or parcel of land situate in the Town of Benton, County of Yates and State of New York, bounded and described as follows:

Beginning at a point marked by an iron railroad rail post and which point marks the northeast corner of premises heretofore conveyed by John T. Andrews and Margaret A. Andrews to Robert W. Perry and Phyllis E. Perry, his wife, by warranty deed which was recorded July 6, 1961 in the Yates County Clerk's Office in Liber 193 of Deeds at page 357; thence southerly along the east line of lands conveyed by the above described deed a distance of 89.4 feet to a point marked by an iron railroad rail post marking the southeast corner of the premises conveyed by the above described deed and also marking the northwest corner of premises heretofore conveyed by Harland W. Chidsey and Phyllis Chidsey to Robert W. Perry and Phyllis E. Perry, his wife, by warranty deed dated May 11, 1982 and which deed was recorded May 19, 1982 in the Yates County Clerk's Office in Liber 308 of Deeds at page 486; thence easterly along the north line of lands conveyed by Chidsey to Perry by the above described deed, a distance of 80 feet to a point; thence northerly along the line parallel to and 80 feet easterly to the first course above described, a distance of 89.4 feet to a point; thence westerly along a straight line parallel to and 89.4 feet northerly of the second course above described, a distance of 80 feet to the point or place of beginning. Being the same premises conveyed by Arne Christensen and Beatrice M. Christensen by exception deed to Robert W. Perry and Phyllis E. Perry recorded September 13, 1983 in the Yates County Clerk's Office in Liber 316 of Deeds at page 602.

Being a portion of the same premises conveyed to Arne Christensen and Beatrice M.

Christensen by warranty deed from John T. Andrews and Margaret A. Winters dated June 27, 1977 and recorded in the Yates County Clerk's Office on July 1, 1977 in Liber 278 of Deeds at page 243.

BEING the same premises conveyed to party of the first part and party of the second part by Deed dated April 3, 2000 and recorded in the Yates County Clerk's Office in Liber 431 of Deeds at page 226.

Mailing Address: 1820 State Route 54, Penn Yan, New York 14527

Tax Map No. : 50.01-1-17.11

Parcel V - State Route 54

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Benton, County of Yates and State of New York bounded and described as follows: Commencing at the intersection of the centerlines of the Pre-emption Road and State Route 54 and running easterly along the centerline of the said State Route 54 a distance of 292 feet to a point; thence in a generally northerly direction, and approximately parallel to the centerline of Pre-emption Road a distance of 366 feet to a point; thence in a westerly direction, and approximately parallel to the centerline of State Route 54 a distance of 284 feet to the centerline of Pre-emption Road; thence in a generally southerly direction along the centerline of Pre-emption Road 385 feet to the point or place of beginning. Hereby intending to convey the parcel of approximately 2 1/2 acres of land that was reserved by Arne Christensen and Beatrice M. Christensen in their conveyance to party of the first part and party of the second part recorded in the Yates County Clerk's Office in Liber 431 of Deeds at page 226.

BEING the same premises conveyed to party of the first part and party of the second part by Deed dated May 25, 2006 and recorded in the Yates County Clerk's Office on May 25, 2006 in Liber 539 of Deeds at page 310.

Mailing Address: 1820 State Route 54, Penn Yan, New York 14527

Tax Map No. : 50.01-1-17.11

Parcels I through V are SUBJECT TO AND TOGETHER WITH any and all easements, restrictions, covenants, agreements, and rights of way of record affecting the premises.

Parcels I through V are conveyed TOGETHER WITH ALL RIGHTS AND SUBJECT TO all obligations under Oil and Gas Leases of record, if any.

**NEW YORK
PIPELINE RIGHT – OF –WAY AGREEMENT**

This Pipeline Right-of-Way Agreement (this "Agreement"), made this 14th day of December, 2015, between: **The Richard H. Henderson Estate, Margaret Henderson as Executrix and Bruce S. Henderson as Trustee of the Henderson Family Trust**, whose address is **930 Leach Road, Penn Yan, N.Y. 14527 and 2453 Route 14, Penn Yan, N.Y. 14527** (hereinafter "Grantor"), and **Greenidge Pipeline LLC**, whose address is **590 Plant Road, Dresden NY 14441** (hereinafter "Grantee").

WITNESSETH:

For and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the premises, the mutual covenants and Agreements hereinafter set forth, Grantor does grant, bargain, sell, warrant, convey and/or assign to Grantee, its successors and assigns, a perpetual and exclusive right-of-way and easement (that has been agreed to by the parties herein and is more accurately described in **Schedule A** that is attached hereto and incorporated herein), at any time:

(i) to survey for, lay, construct, maintain, operate, inspect, repair, replace or alter the size of, without interruption of service, to add, remove or abandon pipelines for transporting of gas or liquids, whether hydrocarbon or non-hydrocarbon, and appurtenant above and below-ground facilities, including, but not limited to, valves, signs, cathodic protection devices and equipment, fluid removal, and data acquisition facilities, using methods and techniques not restricted to current technology;

(ii) to perform necessary pre-construction work;

(iii) to install, lay, maintain, operate, inspect, repair, replace, remove or abandon electric power and communication service, and

(iv) to have reasonable off right-of-way ingress to and egress from Grantee's facilities across and through the Grantor's lands located all or in part in the **Town of Milo, Yates County, State of New York**, as more particularly described in that certain deed dated 3/3/93, from **Richard H. Henderson and Elwin H. Henderson to Richard E. Henderson**, recorded in the Land Records of said County in Book **378** of deeds at page **87**, and bearing property tax identification number(s): **63.01-1-1**, or on lands contiguous thereto which are owned by Grantor (the "Grantor's Lands"). The Grantor's Lands are more particularly described on **Schedule B**, attached hereto.

PERMANENT RIGHT-OF-WAY AREA. The right-of-way area shall be a strip of land 50 feet wide, being 25 feet on each side of the center of the pipeline as constructed, unless and to the extent that (a) the pipeline is installed nearer than 25 feet to a boundary of the premises, in which case the right-of-way area shall extend from the boundary side that is less than 25 feet from the pipeline to 25 feet on the opposite side of the pipeline, or (b) the pipeline is installed on an adjoining tract of land, in which case the right-of-way area shall extend from the boundary into landowner's lands to a point that is 25 feet from the pipeline, all approximately set forth in Exhibit "A" attached hereto and made a part hereof.

If the original right-of-way area becomes unsuitable for existing or future pipeline facilities, Grantee is granted the right to reasonably relocate the right-of-way area away from said unsuitable area. Said relocation shall require the same provisions and approvals as were required for the previous pipeline(s), said approvals shall not be unreasonably withheld. Any additional access needed to the right-of-way area shall be mutually agreed upon by the Grantor and Grantee, with no reasonable access being withheld.

TEMPORARY RIGHT OF WAY AREA. At the time of pipeline construction, or during times of pipeline maintenance, replacement, repair or removal, Grantee is granted a temporary right-of-way and easement to use the above-described Grantor's Lands for any purpose described herein or activities incidental thereto, on either side of the right-of-way area, up to a combined total of an additional fifty (50) feet, as specifically set forth on Schedule A, attached hereto, while exercising its operations.

ADDITIONAL TEMPORARY WORKSPACE AREA. At the time of construction of the initial pipeline only, Grantee is granted a temporary right-of-way and easement to use the above-described Grantor's Lands for any purpose described herein or activities incidental thereto, within the areas described as Additional Workspace Area, as specifically set forth on **Schedule A**, attached hereto.

SECONDARY GRANT. Grantor further grants to Grantee the right at any time after the date hereof to lay additional pipelines within the right-of-way area as defined upon the same terms and conditions as the original grant above and upon the payment of a like sum then being paid by Grantee.

GRANTOR'S RIGHT OF POSSESSION. All pipelines installed by Grantee will be buried to a depth of at least thirty six (36) inches below the surface of the ground for Non-Agricultural areas and at least forty-eight (48) inches below the surface of the ground in current active Agricultural areas or as required in accordance with the applicable law at the time of construction ("Applicable Law"). In areas of consolidated rock where such depth is not commercially feasible, Grantee may install and maintain each pipeline in those locations at a shallower depth, as allowed by Applicable Law.

Grantor may fully use and enjoy the premises to the extent that such use and enjoyment does not interfere with Grantee's rights under this Agreement. However, Grantor shall not change the depth of cover over pipeline(s) or obstruct the right-of-way area in a manner which would impede Grantee's ability to operate and maintain its facilities. Grantor further agrees to be observant to Grantee's facilities in instances where Grantor's actions might result in an unsafe situation. Grantor shall provide a 7 day notice to Grantee of any excavation within the right-of-way and shall fully comply with the requirements of New York State Code Rule 753 "Dig Safely NY" (16 N.Y.C.R.R. Part 753), or any subsequent applicable law, including, but not limited to, the installation or maintenance of field drain tiles. Grantor shall not place, construct or erect any temporary or permanent obstructions, buildings, structures or other improvements on the surface of the right-of-way area, including but not limited to, trees, mobile homes, ponds and fences. However, a gate may be installed to Grantee's standard specifications, provided that Grantee is given advance written notice of Grantor's intention to install such gate and provided further that Grantee has the option, but not the obligation, to elect to install such gate. Grantor shall not store any materials of any kind or operate or allow to be operated any heavy machinery or equipment over the right-of-way area excepting machinery and equipment customary for normal agricultural uses.

GRANTOR'S WARRANTY. Grantor warrants that, to its knowledge, after due inquiry, the lands encompassed by this right-of-way area have not been used as a dump site and contain no substances or materials which if disturbed would cause or threaten to cause impairment to human health or the environment. Grantor further warrants that no pollutants, contaminants, petroleum or hazardous substances have been disposed or released on or under the right-of-way area that would cause or threaten to cause an endangerment to human health, the environment or require clean up. Grantor warrants that neither the right-of-way area, nor any portion thereof, is legally or contractually restricted as to its use or is subject to special environmental protection that would affect the use of the right-of-way for Grantee's intended purpose.

GRANTOR'S INTEREST. Grantor acknowledges herein that it is the owner of the lands described herein and that Grantor has full and complete authority to enter into this agreement with Grantee. Grantor further acknowledges and confirms that Grantee shall not be obligated to settle or otherwise negotiate with any tenant of Grantor which may be located upon or may otherwise maintain the lands described herein.

MAINTENANCE. Grantee shall have the right to install gates or fences around any above-ground portion of the pipeline(s) or related facilities. If there are gates or roadways now existing along the right-of-way, Grantee shall have the right to use such existing gates and roadways in the exercise of all rights conferred herein. Grantee shall have the right to maintain the right-of-way area by keeping the right-of-way area free from trees, limbs, undergrowth, brush or other obstructions, which, in the judgment of Grantee, might interfere with the use of said right-of-way area.

DAMAGES. Grantee will remove unnecessary equipment and materials and reclaim the right-of-way area to as nearly as practicable to its pre-existing condition at the completion of construction activities, and will repair any damaged improvements to the land, such as fences, drain tiles and the like.

TITLE CURATIVE. Grantor agrees to timely cooperate with Grantee in obtaining any permits, licenses, permissions or approvals which Grantee deems necessary or convenient to conduct, certify, confirm, evidence, facilitate or effectuate the purpose of this Agreement. Grantor agrees to timely execute affidavits, ratifications, amendments, permits and other instruments as requested by Grantee that may be necessary to carry out the purpose of this Agreement.

COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed original, and all of which together shall constitute one and the same instrument. If, for any reason, any party named herein fails to execute this contract, it shall, nevertheless, be binding upon the signing parties.

ASSIGNABILITY. Grantee shall have the right to assign this Agreement in whole or in part, or otherwise to license, permit or agree to the sole or joint use of the rights granted hereunder, and upon such assignment, license, permit or agreement any assignee, licensee, permittee or party to any agreement shall

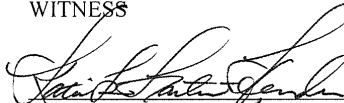
be subject to all terms, covenants and conditions contained in this Agreement in the same manner and to the same extent as the original Grantee herein. The terms, covenants and provisions of this Agreement shall run with the land and shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. No failure to comply with any covenant(s) on the part of Grantee shall be construed as a breach of this Agreement unless and until Grantor gives written notice to Grantee setting forth any alleged breach and Grantee then fails to correct such alleged breach within thirty (30) days after receipt of such notice or has failed to correct such alleged breach within thirty (30) days after final determination, by agreement or by a final order of a court of competent jurisdiction, that a breach exists. This Agreement shall be construed against forfeiture and termination.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between parties and supersedes all prior verbal agreements, representations or understandings pertaining to the subject matter of this agreement and may only be modified by a written agreement signed by all parties. Notwithstanding the foregoing, this Agreement is made subject to the terms and provisions contained in that certain unrecorded Addendum to Option and Pipeline Right-of-Way Agreement of even date.]

The remainder of this page is left intentionally blank. Signature page(s) follow.

IN WITNESS WHEREOF, Grantor hereunto sets its hand and seal on the date appearing above.

WITNESS



Name: B. Henderson

GRANTOR:

Margaret S. Henderson (Seal)
Margaret Henderson, Executrix

Bruce S. Henderson (Seal)
Bruce S. Henderson, Trustee of the Henderson Trust

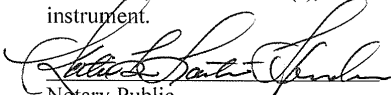
GREENIDGE PIPELINE LLC


Name: Dale Irwin (Seal)
Its: Vice President

ACKNOWLEDGMENTS

State of New York)
County of Yates) ss.:

On the 14th day of December in the year 2015 before me, the undersigned, personally appeared Margaret Henderson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public
My Commission Expires:

KATIE A. MARTENS-HENDERSON
Notary Public No. 02MA625889
Yates County, State of New York
Commission Expires April 9, 2016

State of _____)
County of _____) ss.:

On the ____ day of October in the year 2015 before me, the undersigned, personally appeared Bruce S. Henderson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public
My Commission Expires:

Use If Executed Before a Subscribing Witness:

State of _____)
County of _____) ss.:

On the ____ day of October in the year 2015 before me, the undersigned, personally appeared _____, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in _____ (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they know(s) Margaret Henderson to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said Margaret Henderson execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

Notary Public
My Commission Expires:

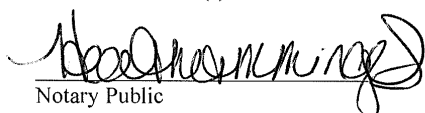
State of _____)
County of _____) ss.:

On the ____ day of October in the year 2015 before me, the undersigned, personally appeared _____, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in _____ (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they know(s) Bruce S. Henderson to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said Bruce S. Henderson execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

Notary Public
My Commission Expires:

State of New York)
County of Chemung) ss.:

On the 4th day of February in the year 2016 before me, the undersigned, personally appeared Brian Wallenbeck, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in 52 South Carroll Street, Horseheads, N.Y. 14845 (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they know(s) Dale Irwin to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said Dale Irwin execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

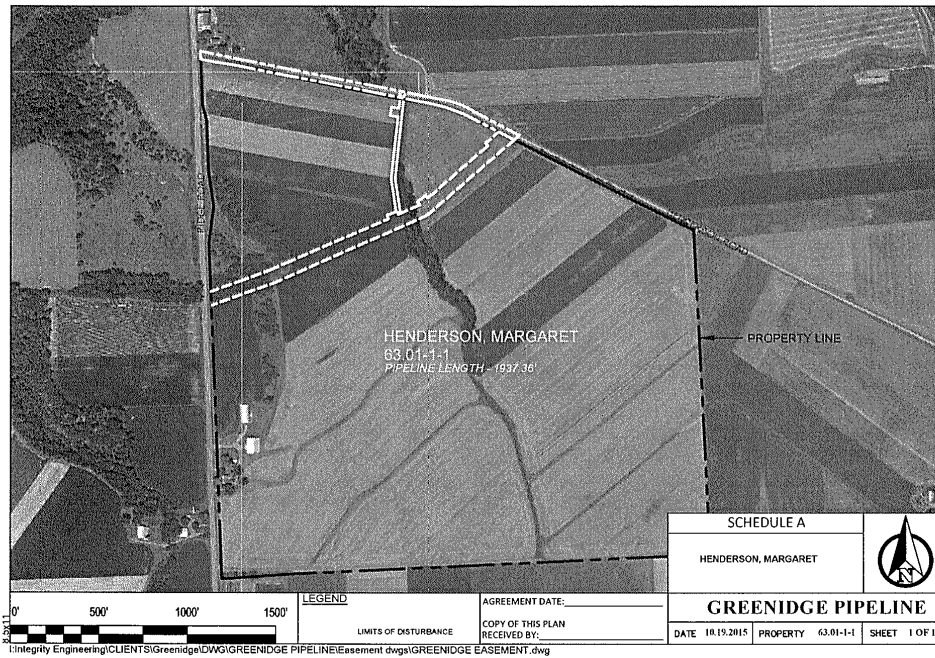


Notary Public

My Commission Expires : 08/02/2018

Heather M. Mingos
Notary Public, State of New York
Reg No. 01DO6225941
Qualified in Tioga County
My Commission Expires August 2, 2018

SCHEDULE "A"
Pipeline Right of Way Location Map



SCHEDULE B
Legal Description of Grantor's Property

SCHEDULE "A-1"

PARCEL I - DEBOLT - 68-1-3

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Milo, County of Yates and State of New York, bounded and described as follows: Beginning at a point marked by an iron pin set in the West line of New York State Route 14A, and which point marks the northeast corner of premises heretofore conveyed by Leon A. DeBolt and Mary B. DeBolt, to Michael DeBolt and Dawn DeBolt, his wife by warranty deed dated April 26, 1974, and which deed was recorded April 29, 1974 in the Yates County Clerk's Office in Liber 258 of Deeds at page 317; thence northerly along the west line of New York State Route 14A, a distance of 250 feet to a point marked by an iron pin; thence westerly along a straight line parallel to the north line of lands of said Michael and Dawn DeBolt, a distance of 317 \pm feet, more or less, to a point in the East line of the lands now of Henderson marked by an iron pin; thence southerly along the east line of the lands of said Henderson, a distance of 250 feet to a point marked by an iron pin, and which point marks the northwest corner of the lands of said Michael DeBolt and Dawn DeBolt as conveyed to them by the above described deed; thence easterly along the north line of said Michael and Dawn DeBolt, a distance of 306 \pm feet, more or less, to the point or place of beginning.

Being the same premises conveyed by Leon A. DeBolt and Mary B. DeBolt to Richard H. Henderson and Elwin H. Henderson by deed dated July 15, 1976 and recorded in the Yates County Clerk's Office in Liber 272 of Deeds at page 511.

PARCEL II - GIBSON - 57-1-38

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Milo, County of Yates and State of New York, being part of Lot Number Nineteen in Township Number Seven and First Range in Phelps and Gorhams Purchase, described as follows, viz: Beginning at the southwest corner of said lot Number Nineteen and running thence North on the west line of said lot forty rods; thence East along the south line of land formerly owned and occupied by the widow of John Capell, deceased, sixty-one rods, thence South forty rods to a point on the south line of said lot Number Nineteen sixty-one rods east of the southwest corner of said lot; thence West along the south line of said lot sixty-one rods to the place of beginning, containing fifteen and one-fourth acres of land.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Milo, County of Yates, and State of New York, and being part of lot number thirty, bounded and described as follows, viz: On the north by lands formerly of Peter Ayres, deceased, east by the highway leading south from the house formerly of George W. Shannon, past the house formerly of Gilbert Baxter, south by lands formerly of Gilbert Baxter and west by lands of which Aaron Plimpton died seized and by lands formerly owned by Timothy VanScoy, deceased, containing eighty-five and three-fourths acres of land, more or less.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Milo, County of Yates and State of New York, being twenty acres two rods and twenty rods of land, more or less, situate in lot number nineteen in township number seven in the first range bounded as follows, viz: Beginning in the center of the highway at the northwest corner of thirty acres of land formerly owned by Libbeans Cleveland and later owned by Lucy J. Sprague, thence north along the center of said highway fifty-four rods of land formerly owned by Peter Ayres and later owned by Benjamin L. Hoyt; thence east along the south line of said Hoyts land sixty-one rods to the lands of said Hoyt; thence south along the west line of said Hoyts land fifty-four rods to the north line of said

SCHEDULE "A-2"

thirty acres formerly owned by said Cleveland, and thence west along said north line to the place of beginning.

SUBJECT TO AN EASEMENT granted by D.E. Sprague to New York Central Electric Corporation by Instrument dated December 4, 1929, and recorded in the Yates County Clerk's Office February 24, 1930, in Liber 121 of Deeds at page 462.

SUBJECT TO a pipe, pole and wire easement granted by Delos E. Sprague to John B. Tonkin by Instrument dated August 17, 1931, and recorded in the Yates County Clerk's Office November 2, 1931, in Liber 134 of Deeds at page 43.

EXCEPTING a parcel of land appropriated by the People of the State of New York for highway purposes and subject to a permanent easement for a drainage ditch also appropriated by the People of the State of New York as part of the reconstruction and improvement of the Dundee-Penn Yan State Highway No. 5324, both pursuant to Notice of Appropriation dated June 13, 1957, and recorded in the Yates County Clerk's Office July 29, 1957, in Liber 178 of Deeds at page 92.

ALSO EXCEPTING a parcel of land conveyed by Everett G. Sprague to A.L. Blades & Sons, Inc., by warranty deed dated September 30, 1963, and recorded in the Yates County Clerk's Office October 9, 1963, in Liber 203 of Deeds at page 139.

ALSO EXCEPTING a parcel of land conveyed by Everett G. Sprague to Ellsworth Schoonover by Warranty Deed dated August 23, 1966 and recorded in the Yates County Clerk's Office in Liber 215 of Deeds at page 88.

ALSO EXCEPTING a parcel of land conveyed by Everett G. Sprague to William Wormuth and Barbara Wormuth, his wife, by Warranty Deed dated and recorded in the Yates County Clerk's Office July 30, 1970, in Liber 236 of Deeds at page 225.

SUBJECT TO AN EASEMENT granted by Everett G. Sprague to the New York State Electric and Gas Corporation by Instrument dated and recorded in the Yates County Clerk's Office July 14, 1963, in Liber 193 of Deeds at page 428.

ALSO SUBJECT TO AN EASEMENT granted by Sprague to the New York Telephone Company by Instrument dated March 8, 1963, and recorded in the Yates County Clerk's Office May 15, 1963 in Liber 201 of Deeds at page 308.

ALSO SUBJECT TO AN EASEMENT granted by Sprague to New York State Electric and Gas Corporation by Instrument dated August 5, 1970 and recorded in the Yates County Clerk's Office August 28, 1970 in Liber 236 of Deeds at page 450.

ALSO SUBJECT to an oil and gas lease granted by Sprague to Eastern Gas & Oil by Instrument dated December 21, 1971, and recorded in the Yates County Clerk's Office December 30, 1971 in Liber 244 of Deeds at page 468.

Being the same premises conveyed by Dana R. Gibson and William D. Gibson to Elwin H. Henderson and Richard H. Henderson by deed dated May 13, 1982 and recorded in the Yates County Clerk's Office in Liber 308 of Deeds at page 421.

PARCEL III - POWER - 59-1-21

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Torrey, County of Yates and State of New York, being a parcel bounded on the north by the highway leading to City Hill; on the east by

SCHEDULE "A-3"

lands formerly of Griffin B. Hazard and lands formerly of Jacob Metzgar; presently bounded easterly by lands of Pana A. Rawleigh, George J. Miller and Rufus N. Burkholder; on the south by lands formerly of John Smith, presently E. H. Henderson; and on the west by lands devised to Mary E. E. Jones and Emma G. Swarthout by the will of Samuel Embree; presently bounded on the west by lands of Josephine Summerson; containing 77 acres of land, more or less.

Together with and subject to the right of way over the lane lying between the above described lands and the lands of Josephine Summerson on the west.

Being the same premises conveyed by John O. Power and Ferne F. Power to Elwin H. Henderson and Richard H. Henderson by deed dated January 24, 1980 and recorded in the Yates County Clerk's Office in Liber 295 of Deeds at page 214.

PARCEL IV - WAYAND - 69-2-5

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Milo, County of Yates and State of New York, being part of the Vredenburg Location bounded as follows, viz: Beginning in the center of the road running eastward from Milo Center at the northeast corner of lands formerly owned by Isaac Nichols, now deceased; thence along said road South $88\frac{1}{2}^{\circ}$ East 132 rods 13 links to the east line of said location; thence South $1\frac{1}{4}^{\circ}$ West 94 rods 18 links, thence North $88\frac{1}{2}^{\circ}$ West 132 rods 13 links, thence North $1\frac{1}{4}^{\circ}$ East 94 rods 18 links to the place of beginning, containing 79 acres of land, more or less.

Excepting therefrom $\frac{1}{2}$ acre out of the northeast corner hereof conveyed to one William Chandler by Archibald Cambridge and Sarah Cambridge by deed dated June 5, 1843, and recorded in the Yates County Clerk's Office in Liber 18 of Deeds at page 319.

Being the same premises conveyed by Alvah M. Wayand and Waneta E. Wayand to Elwin H. Henderson and Richard H. Henderson by deed dated January 7, 1977 and recorded in the Yates County Clerk's Office in Liber 275 of Deeds at page 310.

jpe-19

SCHEDULE "A-4"

PARCEL V - NORTH - 68-1-8

See Deed Subdivided of Deeds, page 34.

TO

THAT TRACT OR PARCEL OF LAND situate in the Town of Milo, County of Yates and State of New York, being a part of lot No. 20 in Township No. 7 in the first range, known as the Jensen farm of 77 acres, more or less, and more particularly described as follows: Beginning at a stone being the southwest corner of said lot; thence north 2 1/2° east 36 chains 47 links to the southwest corner of land formerly owned and occupied by the widow, Anna Bassett; thence along the south line south 86° 10' east 33 chains 33 links; thence along said widow Bassett's west line 2 1/2° west 36 chains 23 links to a stake on the south line of said lot; thence along the said line north 86° 35' west 33 chains 40 links to the place of beginning, containing one hundred and twenty-one acres, one rood and forty perches. ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the said Town of Milo and adjoining the above described land on the west bounded as follows, viz: On the north by land of Gilbert Baxter, on the east by the above described premises; on the south by land formerly owned by Orren Longwell, deceased, containing fifty acres of land, be the same more or less. Excepting and reserving out of the first above described piece of land about twenty-six acres out of the northeast corner of the same now owned and occupied by Rowland J. Gardner.

EXCEPTING AND RESERVING out of the above described land 26 acres of the northeast corner conveyed to Herbert W. Matthews by deed recorded in the Yates County Clerk's Office in Liber 92 of Deeds at Page 205, and being the same premises conveyed by Jennie E. Jensen to Roy B. North and Marcena North, his wife, by deed dated April 1, 1958 and recorded in the Yates County Clerk's Office in Liber 180 of Deeds at Page 289. ALSO EXCEPTING therefrom premises taken by the State of New York for highway purposes.

ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND, lying and being in the Town of Milo, County of Yates and State of New York in Township Number Seven, first range, being part of Lot Number Twenty, known as the Hansen farm of 68 acres, more or less and more particularly described as follows: Beginning at the southeast corner thereof in the center of the four corners or roads; thence north 86 degrees west in south line of said lot and center of the road, thirteen chains and thirty-three links to a stake; thence north two degrees fifty minutes east thirty-six chains and thirteen links to the northeast corner of Reuben Sotherlands lands; thence south eighty-five and one-half degrees thirteen chains and thirty-three links to the center of the north and south road or east line of said lot; thence south two degrees fifty minutes west in the center of said road thirty-five chains; eighty-four links to the place of beginning. Containing forty-seven and ninety-six hundredths acres of land, it being a part of the same premises as conveyed to the late Anna

Bassett by Simon Southerland by deed bearing date July 7, 1832 and recorded in the Office of the Clerk of Yates County, August 16, 1832 in Liber 7 at Folio 311 and subsequently bequeathed to the said parties of the first part by the will of the said late Anna Bassett, deceased, which said will is recorded in Book E of Records of Wills at Folio 634 in the Office of the Surrogate of Yates County being the premises conveyed by Eleanor Socke and others to Ronald J. Gardner by deed recorded in the Yates County Clerk's Office in Liber 29 of Deeds at Page 573.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Milo Yates County, being part of Lot No. 20. Beginning in the center of the Penn Yan Road, being also the west line of said lot at the northwest corner of Walter Southerlands, part of the home farm, thence along the said road south two degrees and a half, east seven chains and twenty three links to a stake; thence south eighty-six degrees ten minutes east seventeen chains fifty links to a stake and stones, being the southeast corner of a piece of land set off to Reuben Southerland, containing sixteen and a half; thence north two degrees and a half, east nine chains, thirty-three links to a stake, and stones, on the Widow Bassett's south line; thence along said line south eighty-six degrees ten minutes, east fifteen chains; eighty-three links to the northeast corner of the hom farm; thence along the east line thereof south two degrees and a half west sixteen chains forty-two links to a stake and stones, being Walter Southerlands northeast corner; thence along his north line north eighty-six degrees, thirty-five minutes, west thirty-three chains, thirty-five links to the place of beginning, containing thirty-eight acres, two roods, and eight perches. Being the same premises conveyed by Elisha W. Shearman and wife to Rowland J. Gardner by deed recorded in the Yates County Clerk's Office in Liber 30 of Deeds at Page 459.

LIBER 374 PAGE 110

EXCEPTING AND RESERVING THEREFROM about twelve and one-half acres of land as described in a deed from Rowland J. Gardner to Ruben (Reuben) Sutherland by deed dated April 21, 1855 and recorded in Yates County Clerk's Office on June 12, 1855 in Liber 30 of Deeds at Page 552. The premises above described being the same premises conveyed by John T. Knox, Referee to Anders Jacob Hansen by Referee's Deed dated April 8, 1897 and recorded in Yates County Clerk's Office in Liber 86 of Deeds at Page 187.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Milo, County of Yates, and State of New York, being a part of Lot No. Twenty in township No. seven in the first range and bounded and described as follows: Beginning in the center of the highway leading easterly to Milo Center from the Telegraph Road at the southwest corner of lands now owned by said Hansen; thence northerly and along the west line of said Hansen's land seventy-eight rods, three feet and ten inches; thence westerly along the south line of said Hansen's land sixty-two rods and fourteen feet to Hansens northwest corner; thence southerly and parallel to the first mentioned line sixteen rods, thence easterly and parallel with the second mentioned line thirty-two rods and fourteen feet. And thence southerly and parallel with said first mentioned line sixty-two rods, three feet and ten inches to the center of said highway; and thence easterly along the center of said highway, thirty rods to the place of beginning and containing about eighteen acres of land, be the same more or less.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Milo, being a part of Lot No. 13, in Township No. 7 first range bounded and described as follows: Beginning at the southwest corner of said lot and running thence northerly along the center of the highway and west line of said lot eighteen rods and eight links to the southwest corner of lands formerly owned by John Swarthout land. Thence easterly along the south line of said Swarthout land about twenty-four rods to the center of the road leading from the Smith's west corner of said Lot No. 13, part of the former residence of said Swarthout to Milo Center, and thence westerly along the center of said road to the place of beginning containing about one and one-half acres of land be the same more or less. And being the same premises conveyed to the said William Bassage by William Moore and wife by deed January 1, 1874 and recorded in Yates County Clerk's Office in Liber 55 of Deeds at Page 167.

EXCEPTING AND RESERVING the residence property, more particularly described as follows: ALL THAT TRACT OR PARCEL OF LAND situate in Lot #20, Town of Milo, County of Yates and State of New York, bounded and described as follows: Beginning at an iron pipe in the east line of New York State Route #14A, said iron pipe being N 2°29'30" W - 220.10 feet from a highway monument in the east line of said New York State Route #14A, said monument being northerly 474.3 feet from the intersection of said east line with the center of Milo Center Road; thence N 2°29'30" W along the east line of New York State Route #14A, 97.00 feet to an iron pipe; thence N 87°25'39" E along other lands of North, 173.78 feet to an iron pipe; thence N 3°06'18" W along other lands of North, 66.80 feet to an iron pipe; thence N 83°29'24" E along other lands of North, 168.47 feet to an iron pipe; thence S 2°29'34" W along other lands of North, 193.12 feet to an iron pipe; thence N 89°34'18" W along other lands of North, 324.76 feet to the point of beginning.

Comprising an area of 1.072 acres.

Excepting and preserving all utility easements of record.

EXCEPTING from the above parcels land taken for state highway purposes and a parcel on the west side of the Hoyt Road and fronting 151 feet and five inches on the Hoyt Road, known as the Mascelbus parcel of about 5/8 of an acre, together with the right and privilege of using the driveway on the part retained by the grantors as access to and from the barn on the premises conveyed.

Being the same premises conveyed by Roy B. North and Marcena North to Richard H. Henderson and Elwin H. Henderson by deed dated March 1, 1971 and recorded in the Yates County Clerk's Office in Liber 239 of Deeds at page 46.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Milo, County of Yates and State of New York, bounded and described as follows: Bounded on the north by lands now or formerly of Jones and Cahill, east by lands formerly of DeBolt, south by lands formerly of Hallings, west by lands formerly of Hallings; and consisting of approximately 45 acres of farm land with no buildings thereon. Hereb intending to convey all of the farm land formerly of DeBolt lying west of a line drawn parallel to and 350 feet equidistant and westerl from the center line of the New York State Highway.

Also a parcel of land 24 feet in width lying southerly from and contiguous to the north line of the premises formerly of DeBolt herei and extending 350 feet westerly from the center line of the State highway along the north line formerly of DeBolt herein to the parcel of land above described.

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Milo, County of Yates and State of New York, bounded and described as follows: viz situate lying and being on the west side of the highway known as the Telegraph Road and bounded on the north by lands now or formerly of Andrew Longwell and lands formerly owned or occupied by Miners Raplee, deceased, on the west by lands owned and occupied by James Spooner at the time of his death and lands now or formerly occupied by Eva Reynolds, on the south by lands now or formerly of James A. Thayer and Frank Maloney and on the east by the highway known as the Telegraph Road containing One hundred and sixty-five (165) acres of land be the same more or less.

EXCEPTING THEREFROM land appropriated by the State of New York for highway purposes by Notice of Appropriation recorded in the Yates County Clerk's Office in Liber 218 of Deeds at page 353.

Being the same premises conveyed by Lewis F. Doan to Richard H. Henderson and Elwin H. Henderson by deed dated April 2, 1971 and recorded in the Yates County Clerk's Office in Liber 239 of Deeds at page 183.

PARCEL VII - SWITZER (USA) 47-1-12 SCHEDULE "A-7"

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Milo, County of Yates and State of New York, being a part of the Vredenburg location and bounded and described as follows, viz: Beginning on the old pre-emption line at the northwest corner of land- formerly owned by Charles L. Hunt and running thence along said line north two degrees and three quarters east forty-five chains to a stake in the center of the highway leading easterly toward City Hill; thence along the center of said highway south seventy-three degrees east twenty-two chains and fifteen links and south fifty-eight degrees east twenty-three chains and twenty links to the northwest corner of land formerly owned by Adam Clark; thence along the west line of said Clark land south two degrees and three quarters west twenty-seven chains and thirty links to the north line of said Hunt land, and thence along said line north eighty-seven and a quarter degree west forty-two chains to the place of beginning containing one hundred and fifty-nine acres and eighty-two hundredths of an acre of land be the same more or less.

EXCEPTING AND RESERVING THEREFROM .37 acre conveyed by Lewis Doane and Alice E. Doane to Yates County by deed dated May 24, 1940 and recorded in the Yates County Clerk's Office in Liber 146 of Deeds at page 547. SUBJECT TO THE FOLLOWING:

The rights of the public in and to the adjoining highway.

Oil and gas lease given by V. Clark Switzer and A. Elizabeth Switzer to Resource Exploration, Inc., Dated October 9, 1977 and recorded in the Yates County Clerk's Office in Liber 256 of Deeds at page 316.

PARCEL II - 69-1-9

ALSO, ALL THAT OTHER TRACT OR PARCEL OF LAND situate in the Town of Milo, County of Yates and State of New York, being in the Garter and bounded as follows: Beginning in the center of the road leading south from Milo Center at the southeast corner of the tavern lot, thence along the south line of said lot north eighty-two degrees west four chains to the southwest corner thereof, thence by west line of said lot north two degrees and thirty minutes east two chains and ninety-five links to the center of the road leading west from Milo Center, thence along the center of the road north eighty-seven degrees and thirty minutes west twenty links to the northeast corner of the J. Nichols lot formerly, thence along the east line of said lot south two degrees and thirty minutes west three chains and fifty-eight links to the southeast corner thereof, thence by the south line of said lot and south line of village lots north eighty-six degrees and forty-five minutes west eleven chains and thirty-five links to the southwest corner of the School house lot and land formerly owned by Mrs. Martha Andersen, thence along the east line of said lands south two degrees and thirty minutes west six chains and ten links to a stake at the southeast corner of said lands; thence continuing southerly along the east boundary of the second parcel of land conveyed by Sidney J. Seager and Elizabeth Seager to Charles E. Mills and Winifred Mills by deed dated January 22, 1951 and recorded in the Yates County Clerk's Office in Liber 165 of Deeds at page 301, to the north west corner of the first parcel of land described in said deed; thence easterly along said north boundary to a point in the center of the highway; thence northerly along the center of the highway to the place of beginning, containing 10 acres, more or less.

Subject to the following:

The rights of the public in and to County Road 606.

Easement granted by S. J. Seager to Evelyn H. Bailey (owner of Dundee Electric Lighting Plant) dated June 16, 1923 and recorded in the Yates County Clerk's Office in Liber 143 of Deeds at page 391.

PARCEL IV 69-1-16

ALSO, ALL THAT OTHER PIECE OF LAND situate in the Town, County and State aforesaid, and bounded as follows: viz: On the north by the highway (Second Milo Road), on the east by lands formerly of Loren G. Nichols, on the south by lands conveyed by Sidney J. Seager and Lizzie M. Seager his wife, to Erden Fletcher by deed dated March 29, 1920 and recorded in the Yates County Clerk's Office in Liber 113 of Deeds at page 683 on the west by lands formerly of George Briggs containing 6 acres, more or less, and being a part of lands known in 1896 as the Pine Hill Lot.

Being a portion of the premises conveyed by The United States of America to Elwin H. Henderson & Richard H. Henderson by deed dated December 7, 1982 and recorded in the Yates County Clerk's Office in Liber 312 of Deeds at page 457.

The above described parcels are subject to public utility easements of record, the rights of the public in and to the adjoining highways and oil and gas leases of record.

SCHEDULE "A-8"

PARCEL VIII - STEVENS - 59-1-19

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Torrey, County of Yates and State of New York, and bounded as follows: viz: Beginning on the new pre-emption line at the northeast corner of lands now or formerly of Adrain V. Remer; thence along the north line of said Remer's land, North $86^{\circ} 15'$ West, 102 rods; thence North $1^{\circ} 10'$ East, $3\frac{1}{4}$ rods; thence South $86^{\circ} 15'$ East, 104 rods to the pre-emption line aforesaid; thence along said line South 4° West $3\frac{1}{4}$ rods to the place of beginning, containing twenty-one (21) acres, three (3) roods, and twenty-two (22) perches of land, surveyed by L. Ogden in the Spring of 1867.

Being the same premises conveyed by Lorraine Smith Stevens, Lydia R. Berry and Annise B. Fitzsimmons to Elwin H. Henderson and Richard H. Henderson by deed dated February 17, 1959 and recorded in the Yates County Clerk's Office in Liber 184 of Deeds at page 215.

jpe-19

This Indenture,

Made the 3rd day of March, Nineteen Hundred and Ninety-three

Between

RICHARD H. HENDERSON
930 Leach Road
Penn Yan, NY 14527

&

ELWIN H. HENDERSON
2265 Henderson Road
Penn Yan, NY 14527

parties of the first part, and

RICHARD H. HENDERSON
930 Leach Road
Penn Yan, NY 14527Witnesseth that the parties of the first part, in consideration of ~~part y~~ of the second part, One and No/100ths ~~Dollar~~ (\$1.00-----)

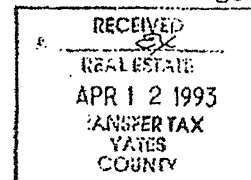
lawful money of the United States, and other good and valuable consideration paid by the part y of the second part, do hereby grant and release unto the part y of the second part, his distributees and assigns forever, all

THOSE TRACTS OR PARCELS OF LAND situate in the Towns of Milo and Torrey, Yates County, New York, as more particularly described in Schedule "A" which was attached to the deed given by Richard H. Henderson & Elwin H. Henderson to Richard H. Henderson dated February 27, 1992 and recorded in the Yates County Clerk's Office in Liber 374 of Deeds at page 145.

EXCEPTING AND RESERVING THEREFROM ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Milo, County of Yates and State of New York, bounded and described as follows: viz situate lying and being on the west side of the highway known as the Telegraph Road and bounded on the north by lands now or formerly of Andrew Longwell and lands formerly owned or occupied by Miners Rapple, deceased, on the west by lands owned and occupied by James Spooner at the time of his death and lands now or formerly occupied by Eva Reynolds, on the south by lands now or formerly of James A. Thayer and Frank Maloney and on the east by the highway known as the Telegraph Road containing one hundred and sixty-five (165) acres of land be the same more or less.

EXCEPTING THEREFROM land appropriated by the State of New York for highway purposes by Notice of Appropriation recorded in the Yates County Clerk's Office in Liber 218 of Deeds at page 353.

This is a Correction Deed. It corrects the deed between the same parties hereinabove referred to and recorded at Liber 374 of Deeds at page 145 by excepting and reserving the premises hereinabove described. Those premises were previously conveyed by Richard H. Henderson and Elwin H. Henderson to Robert E. Henderson by a number of deeds, the last of which is dated December 27, 1991 and recorded in the Yates County Clerk's Office in Liber 373 of Deeds at page 500.



378 87

**NEW YORK
PIPELINE RIGHT – OF –WAY AGREEMENT**

This Pipeline Right-of-Way Agreement (this "Agreement"), made this 5th day of Nov, 2015, between: **Bruce S. Henderson**, whose address is **2453 Route 14, Penn Yan, N.Y. 14527** (hereinafter "Grantor"), and **Greenidge Pipeline LLC**, whose address is **590 Plant Road, Dresden, N.Y. 14441** (hereinafter "Grantee").

WITNESSETH:

For and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the premises, the mutual covenants and Agreements hereinafter set forth, Grantor does grant, bargain, sell, warrant, convey and/or assign to Grantee, its successors and assigns, a perpetual and exclusive right-of-way and easement (that has been agreed to by the parties herein and is more accurately described in **Schedule A** that is attached hereto and incorporated herein), at any time:

(i) to survey for, lay, construct, maintain, operate, inspect, repair or replace, without interruption of service, to remove or abandon pipelines for transporting of gas or liquids, whether hydrocarbon or non-hydrocarbon, and appurtenant above and below-ground facilities, including, but not limited to, valves, signs, cathodic protection devices and equipment, fluid removal, and data acquisition facilities, using methods and techniques not restricted to current technology;

(ii) to perform necessary pre-construction work, consisting of all work necessary to prepare the construction site within the right of way areas described herein for construction of the pipeline, in accordance with sound pipeline construction practices;

(iii) to install, lay, maintain, operate, inspect, repair, replace, remove or abandon electric power and communication service related to the installation and operation of the pipeline, and

(iv) to have reasonable off right-of-way ingress to and egress from Grantee's facilities across and through the existing farm road commonly known as the Henderson Road Extension that is located in part upon Grantor's lands located all or in part in the **Town of Milo/Torrey, Yates County, State of New York**, as more particularly described in that certain deed dated 5/27/99, from **Robert E. Henderson, Leon H. Henderson, David L. Henderson, Gary E. Henderson, Brian C. Henderson and Bruce S. Henderson to Bruce S. Henderson**, recorded in the Land Records of said County in Book 415 of deeds at page 136, and bearing property tax identification number(s): **51.03-1-1 and 51.03-1-1.2**, (the "Grantor's Lands") as such existing farm road is shown on Schedule A, attached hereto. The Grantor's Lands are more particularly described on **Schedule B**, attached hereto.

PERMANENT RIGHT-OF-WAY AREA. The right-of-way area shall be a strip of land 50 feet wide, being 25 feet on each side of the center of the pipeline as constructed, unless and to the extent that (a) the pipeline is installed nearer than 25 feet to a boundary of the premises, in which case the right-of-way area shall extend from the boundary side that is less than 25 feet from the pipeline to 25 feet on the opposite side of the pipeline, or (b) the pipeline is installed on an adjoining tract of land, in which case the right-of-way area shall extend from the boundary into landowner's lands to a point that is 25 feet from the pipeline, all approximately set forth in Exhibit "A" attached hereto and made a part hereof.

If the original right-of-way area becomes unsuitable for existing or future pipeline facilities, Grantee is granted the right to reasonably relocate the right-of-way area away from said unsuitable area to such other location as shall be reasonably agreed upon in writing between Grantor and Grantee. Grantee shall provide Grantor with advance written notice of any such request to relocate the pipeline. Said relocation shall require the same provisions and approvals as were required for the previous pipeline(s), said approvals shall not be unreasonably withheld. Any additional access needed to the right-of-way area shall be mutually agreed upon by the Grantor and Grantee, with no reasonable access being withheld.

TEMPORARY RIGHT OF WAY AREA. At the time of pipeline construction, or during times of pipeline maintenance, replacement, repair or removal, Grantee is granted a temporary right-of-way and easement to use the above-described Grantor's Lands for any purpose described herein or activities incidental thereto, on either side of the right-of-way area, up to a combined total of an additional fifty (50) feet, as specifically set forth and shown on Schedule A, attached hereto, while exercising its operations.

ADDITIONAL TEMPORARY WORKSPACE AREA. At the time of construction of the initial pipeline only, Grantee is granted a temporary right-of-way and easement to use the above-described Grantor's Lands for any purpose described herein or activities incidental thereto, within the

areas described as Additional Workspace Area, as specifically set forth and shown on **Schedule A**, attached hereto.

GRANTOR'S RIGHT OF POSSESSION. All pipelines installed by Grantee will be buried to a depth of at least thirty six (36) inches below the surface of the ground for Non-Agricultural areas, unless otherwise agreed to between Grantor and Grantee, and at least sixty (60) inches below the surface of the ground in current active Agricultural areas or as required in accordance with the applicable law at the time of construction ("Applicable Law"). In areas of consolidated rock where such depth is not commercially feasible, Grantee may install and maintain each pipeline in those locations at a shallower depth, as allowed by Applicable Law.

Grantor may fully use and enjoy the premises to the extent that such use and enjoyment does not interfere with Grantee's rights under this Agreement. However, Grantor shall not change the depth of cover over pipeline(s) or obstruct the right-of-way area in a manner which would impede Grantee's ability to operate and maintain its facilities. Grantor further agrees to be observant to Grantee's facilities in instances where Grantor's actions might result in an unsafe situation. Grantor shall provide a 7 day notice to Grantee of any excavation within the right-of-way and shall fully comply with the requirements of New York State Code Rule 753 "Dig Safely NY" (16 N.Y.C.R.R. Part 753), or any subsequent applicable law, including, but not limited to, the installation or maintenance of field drain tiles. Grantor shall not place, construct or erect any temporary or permanent obstructions, buildings, structures or other improvements on the surface of the right-of-way area, including but not limited to, trees, mobile homes, ponds and fences. However, a gate may be installed to Grantee's standard specifications, provided that Grantee is given advance written notice of Grantor's intention to install such gate and provided further that Grantee has the option, but not the obligation, to elect to install such gate. Grantor shall not store any materials of any kind or operate or allow to be operated any heavy machinery or equipment over the right-of-way area excepting machinery and equipment customary for normal agricultural uses in Grantor's reasonable discretion. Logging vehicles and equipment may be allowed on prior notice to Grantee, and upon such reasonable conditions as may be imposed by Grantee to protect the pipeline in accordance with best industry practices.

GRANTOR'S WARRANTY. Grantor warrants that, to its knowledge, after due inquiry, the lands encompassed by this right-of-way area have not been used as a dump site and contain no substances or materials which if disturbed would cause or threaten to cause impairment to human health or the environment. Grantor further warrants that no pollutants, contaminants, petroleum or hazardous substances have been disposed or released on or under the right-of-way area that would cause or threaten to cause an endangerment to human health, the environment or require clean up. Grantor warrants that neither the right-of-way area, nor any portion thereof, is legally or contractually restricted as to its use or is subject to special environmental protection that would affect the use of the right-of-way for Grantee's intended purpose.

GRANTOR'S INTEREST. Grantor acknowledges herein that it is the owner of the lands described herein and that Grantor has full and complete authority to enter into this agreement with Grantee. Grantor further acknowledges and confirms that Grantee shall not be obligated to settle or otherwise negotiate with any tenant of Grantor which may be located upon or may otherwise maintain the lands described herein.

MAINTENANCE. Grantee shall have the right to install gates or fences around any above-ground portion of the pipeline(s) or related facilities, provided that Grantee shall provide Grantor with advance written notice of the location of such gates or fences, and that Grantee shall be provided the right to approve the location of such gates or fences, which approval will not be unreasonably withheld, conditioned or delayed. If there are gates or roadways now existing along the right-of-way, Grantee shall have the right to use such existing gates and roadways in the exercise of all rights conferred herein. Grantee shall have the right to maintain the right-of-way area by keeping the right-of-way area free from trees, limbs, undergrowth, brush or other obstructions, which, in the judgment of Grantee, might interfere with the use of said right-of-way area.

DAMAGES. Grantee will remove unnecessary equipment and materials and reclaim the right-of-way area to as nearly as practicable to its pre-existing condition at the completion of construction activities, and will repair any damaged improvements to the land, such as fences, drain tiles and the like in a good, workmanlike manner according to sound industry practices.

TITLE CURATIVE. Grantor agrees to timely cooperate with Grantee in obtaining any permits, licenses, permissions or approvals which Grantee deems necessary or convenient to conduct, certify, confirm, evidence, facilitate or effectuate the purpose of this Agreement. Grantor agrees to timely execute affidavits, ratifications, amendments, permits and other instruments as requested by Grantee that may be necessary to carry out the purpose of this Agreement.

COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed original, and all of which together shall constitute one and the same instrument. If, for any reason, any party named herein fails to execute this contract, it shall, nevertheless, be binding upon the signing parties.

ASSIGNABILITY. Grantee shall have the right to assign this Agreement in whole or in part, or otherwise to license, permit or agree to the sole or joint use of the rights granted hereunder, and upon such assignment, license, permit or agreement any assignee, licensee, permittee or party to any agreement shall be subject to all terms, covenants and conditions contained in this Agreement in the same manner and to the same extent as the original Grantee herein. The terms, covenants and provisions of this Agreement shall run with the land and shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. No failure to comply with any covenant(s) on the part of Grantee shall be construed as a breach of this Agreement unless and until Grantor gives written notice to Grantee setting forth any alleged breach and Grantee then fails to correct such alleged breach within thirty (30) days after receipt of such notice or has failed to correct such alleged breach within thirty (30) days after final determination, by agreement or by a final order of a court of competent jurisdiction, that a breach exists. This Agreement shall be construed against forfeiture and termination. In the event of any assignment as provided for hereunder, promptly upon such assignment Grantee shall provide Grantor with written notice of such assignment, including contact information for the assignee.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between parties and supersedes all prior verbal agreements, representations or understandings pertaining to the subject matter of this agreement and may only be modified by a written agreement signed by all parties. **[Optional:** Notwithstanding the foregoing, this Agreement is made subject to the terms and provisions contained in that certain unrecorded Addendum to Option and Pipeline Right-of-Way Agreement of even date.]

The remainder of this page is left intentionally blank. Signature page(s) follow.