

# **EXHIBIT B**

Asset Purchase Agreement, dated  
January 3, 2022

ASSET PURCHASE AGREEMENT

by and between

CENTRAL HUDSON GAS & ELECTRIC CORPORATION,

as Seller

and

NEW YORK TRANSCO LLC,

as Buyer.

Dated as of January 3, 2022

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	DEFINITIONS ..... 1
Section 1.01	Definitions..... 1
Section 1.02	Terms Defined in this Agreement..... 10
ARTICLE II	PURCHASE AND SALE..... 13
Section 2.01	Purchase and Sale of Land Rights..... 13
Section 2.02	Purchase and Sale of Undepreciated Assets ..... 14
Section 2.03	Excluded Assets ..... 15
Section 2.04	Assumed Liabilities..... 16
Section 2.05	Excluded Liabilities ..... 17
Section 2.06	Assignment of Certain Purchased Assets..... 18
Section 2.07	Closings..... 20
Section 2.08	Land Rights Purchase Price ..... 20
Section 2.09	Undepreciated Assets Purchase Price ..... 22
Section 2.10	Closing Deliveries by Seller ..... 25
Section 2.11	Closing Deliveries by Buyer ..... 26
Section 2.12	Post-Closing Adjustment ..... 28
Section 2.13	Updating of Schedules ..... 31
Section 2.14	RTS Project Land Rights ..... 33
ARTICLE III	REPRESENTATIONS AND WARRANTIES OF SELLER ..... 34
Section 3.01	Organization and Good Standing..... 34
Section 3.02	Authority ..... 34
Section 3.03	Consents and Approvals; No Conflict ..... 35
Section 3.04	Litigation..... 35
Section 3.05	Purchased Assets..... 35
Section 3.06	Environmental Information..... 36
Section 3.07	Undepreciated Capital Cost; Closing Assumed Liability Amount ..... 36
Section 3.08	Compliance With Laws..... 37
Section 3.09	Assumed Contracts ..... 37
ARTICLE IV	REPRESENTATIONS AND WARRANTIES OF BUYER ..... 38
Section 4.01	Organization and Good Standing..... 38
Section 4.02	Authority ..... 38
Section 4.03	Consents and Approvals; No Conflict ..... 39
Section 4.04	Litigation..... 39
Section 4.05	Disclaimer ..... 39

ARTICLE V	COVENANTS .....	38
Section 5.01	Governmental and Other Consents and Approvals.....	38
Section 5.02	Access to Purchased Assets .....	39
Section 5.03	Title Insurance.....	40
Section 5.04	Casualty; Condemnation .....	41
Section 5.05	Use Relating to Land Rights Acquired Through Eminent Domain .....	42
Section 5.06	Defense of Purchase Price.....	42
Section 5.07	Confidentiality .....	42
Section 5.08	Further Action .....	43
Section 5.09	Future Grants.....	44
Section 5.10	RTS Project Easement Assignment .....	44
Section 5.11	RTS Project Easement .....	44
Section 5.12	Seller License Agreement .....	44
ARTICLE VI	CONDITIONS TO EACH CLOSING .....	45
Section 6.01.	Conditions to Obligation of Seller .....	45
Section 6.02	Conditions to Obligation of Buyer.....	46
Section 6.03	Frustration of Closing Conditions.....	48
ARTICLE VII	INDEMNIFICATION .....	48
Section 7.01	Survivability.....	48
Section 7.02	Seller Indemnification.....	48
Section 7.03	Buyer Indemnification .....	49
Section 7.04	Notification of Claim .....	49
Section 7.05	Indemnification Procedures .....	49
Section 7.06	Net Recovery.....	51
Section 7.07	No Consequential Damages .....	52
Section 7.08	Maximum Liability .....	52
Section 7.09	Exclusive Remedy.....	52
ARTICLE VIII	TERMINATION .....	52
Section 8.01	Termination.....	52
Section 8.02	Notice of Termination.....	53
Section 8.03	Effect of Termination.....	53
Section 8.04	Right of Reversion .....	54
Section 8.05	Extension; Waiver.....	54
ARTICLE IX	MISCELLANEOUS .....	54
Section 9.01	Force Majeure .....	54
Section 9.02	Expenses.....	55
Section 9.03	Notices .....	56
Section 9.04	Severability .....	57
Section 9.05	Entire Agreement .....	57
Section 9.06	Rules of Interpretation .....	57
Section 9.07	Assignment.....	57
Section 9.08	No Third Party Beneficiaries .....	58
Section 9.09	Amendment.....	58

Section 9.10	Dispute Resolution Process.....	59
Section 9.11	Governing Law .....	59
Section 9.12	Submission to Jurisdiction, Service of Process.....	59
Section 9.13	Waiver of Jury Trial .....	60
Section 9.14	Specific Performance .....	60
Section 9.15	Headings.....	60
Section 9.16	Counterparts .....	60

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (“Agreement”), dated as of January 3, 2022, is entered into by and between CENTRAL HUDSON GAS & ELECTRIC CORPORATION, a New York corporation (“Seller”), and New York Transco LLC, a New York limited liability company (“Buyer”). Buyer and Seller each may be referred to herein as a “Party” or together as the “Parties.”

### RECITALS:

**WHEREAS**, Seller owns and operates electric transmission facilities in the State of New York; and

**WHEREAS**, Buyer was formed by Affiliates of the investor-owned transmission owners in the State of New York, including Seller’s Affiliate, for the purpose of developing, constructing, owning, operating and maintaining transmission facilities that upgrade and/or enhance, and are incremental to, certain transmission facilities owned and/or operated by such transmission owners; and

**WHEREAS**, Buyer proposes to construct, operate and maintain that certain transmission line project from the existing 115 kV Rock Tavern Substation to the rebuilt 115 kV Sugarloaf Switching Station, which project runs through the Towns of New Windsor, Hamptonburgh, Blooming Grove, and Chester in Orange County, as more particularly described in as more particularly described in Appendix B to the certain Service Agreement No. 2510 - Development Agreement (“Development Agreement”) by and among NYISO, Niagara Mohawk Power Corporation d/b/a National Grid, and Buyer dated January 10, 2020, as amended (the “RTS Project”); and

**WHEREAS**, to facilitate the construction of the RTS Project, Seller and Buyer have agreed to the purchase and sale of the Purchased Assets (defined below), on the terms and subject to the conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals and subject to the representations, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

### ARTICLE I

#### DEFINITIONS

Section 1.01 Definitions. The following capitalized terms have the meanings specified below.

“AAA” means the American Arbitration Association.

“Affiliate” means, with respect to a Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with, such Person. The term “control” means the possession, directly or indirectly, of the power to direct the management or policies of a Person. For the avoidance of doubt, Buyer and Seller shall not be deemed Affiliates of each other.

“Ancillary Agreements” means, with respect to the RTS Project, the O&M Agreement and the EPC Agreement.

“Applicable Regulatory Authority” means the NYSDEC, NYPSC or FERC.

“Applicable Variance” means the percentage of variance given to the Updated Undepreciated Assets Cost Estimate Amount as reasonably determined by Seller and reflected in the Updated Undepreciated Assets Cost Statement; provided, however, that if all of the Authorized Buyer Representatives disagree with such determination, then the Applicable Variance shall be the amount unanimously determined by the Authorized Buyer Representatives.

“Article VII Approval” means the approval of the RTS Project by the NYPSC, as more particularly described in that certain Article VII Application (No.: 20-T-0594) filed with the NYPSC.

“Assumed Liabilities” shall mean the Assumed Undepreciated Assets Liabilities and the Assumed RTS Project Land Rights Liabilities.

“Authorized Buyer Representatives” means the Board of Managers of Buyer, excluding the Manager Affiliated with Seller.

“Business Day” means a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required to be closed.

“Buyer’s Expert” shall be Ackerly & Hubbell Appraisal Corp.

“Closing Assumed Liability Amount” means, with respect to any Closing and without duplication, the sum of (a) the aggregate principal of any Indebtedness (including, with respect to any Purchased Asset to be Transferred at such Closing, the deferred purchase price amount of any Indebtedness) related to such Purchased Asset constituting an Assumed Liability to be assumed by Buyer at such Closing, including, for the avoidance of doubt, any accrued or unpaid interest or penalty, plus (b) any unpaid amounts accrued, due or incurred by Seller for any period on or prior to such Closing Date under any Assumed Contract (other than those Assumed Contracts constituting Indebtedness that are reflected in clause (a) of this definition), less (c) any deposits or similar payments paid or made by Seller on account of any Assumed Contract for any asset to be purchased, leased or otherwise acquired by Buyer under such Assumed Contract to the extent such asset would have otherwise been a Purchased Asset or is a Purchased Asset under this Agreement (to the extent not otherwise reflected in the undepreciated capital cost for any Purchased Asset at the time of the applicable Closing and only to the extent such deposits are not otherwise returned or refunded to Seller), in each case, as of such Closing.

“Closing Statement” means the Land Rights Closing Statement and the Undepreciated Assets Closing Statement.

“Confidential Information” means any and all information prepared or delivered to Buyer by Seller or its Representatives in connection with the transactions contemplated hereby, including information that (a) is marked or designated as “confidential” or “proprietary,” (b) is disclosed orally or visually (provided that such information is identified as proprietary or confidential at the time of such disclosure), (c) is known to Buyer, or should be known to a reasonable Person given the facts and circumstances of the disclosure, to be confidential or proprietary to Seller, or (d) has come into Buyer’s possession pursuant to this Agreement or any other agreement to which Buyer is a party; except, in each case, to the extent that such information can be shown to have been (i) in the public domain through no action of Buyer or its Representatives, (ii) lawfully acquired by Buyer from other sources not known by Buyer (after due inquiry) to be bound by any obligations of confidentiality, (iii) independently developed by Buyer without reference to the Confidential Information and without a breach of this Agreement or (iv) approved for release by written authorization of Seller or the third party owner of the information.

“Contract” means any written agreement, lease (but excluding any Lease), license (but excluding any License), easement (but excluding any Easement), commitment or arrangement, including any sales orders or purchase orders.

“Conveyance Document” means any assignment and assumption agreement, bill of sale, Deed, RTS Project Lease, RTS Project Lease Assignment, RTS Project Easement, RTS Project Easement Assignment, Apportionment, RTS Project License, RTS Project License Assignment and any other instrument of Transfer necessary or appropriate to effectuate the Transfer of any Purchased Assets or the assumption of any Assumed Liabilities hereunder.

“De-Energized” means, with respect to any Undepreciated Asset, that the applicable pole, wire, conduit and/or other equipment has been disconnected from the electrical grid, retired from operation, and is no longer used for the transmission of energy.

“Easement” means any easement to real property in which Seller has a right, title or interest upon which Transmission Line Facilities or Transmission Substation Facilities are proposed to be located and which is to be granted or assigned to Buyer hereunder.

“Easement Apportionment” means an apportionment of an easement between Buyer and Seller to real property in which Seller has an Easement and a portion of which is to be granted or assigned to Buyer hereunder.

“EM&CP” means the Environmental Management and Construction Plan for the RTS Project that will cover the Real Properties as approved ultimately by the NYPSC.

“Environmental Condition” means the presence or suspected presence of any Hazardous Materials in, on, or at the Real Properties and/or relating to the ownership, use or operation of the Undepreciated Assets, as well as any clean-up or remediation obligation of the Seller on the Real Properties or other entity that will not be complete on any applicable Closing Date.

“Environmental Information” means any communication or written material (whether in



hard copy or electronic form) from or to any Governmental Authority or an adjacent or nearby landowner (if such landowner asserts a material claim with respect to any Purchased Asset asserting non-compliance with or violations of Environmental Law or Environmental Permits) and any other non-privileged memoranda, audits, reviews, studies (including Phase I and Phase II reports), analyses or investigations relating to the condition or status of any Purchased Asset under applicable Environmental Law and any Environmental Condition.

“Environmental Law” means any Law applicable to the Purchased Assets relating to pollution or protection of the environment, natural resources and human health and safety, including the use, handling, transportation, treatment, storage, disposal, Release or discharge of Hazardous Materials, as in effect on any applicable Closing Date.

“Environmental Permit” means any permit, approval, identification number, license or other authorization required by a Governmental Authority for the development, construction, ownership, operation or maintenance of the Undepreciated Assets under any Environmental Law.

“Existing Lease Agreement” means that certain Lease Agreement for Seller’s existing 115 kV Sugarloaf Substation by and between O&R and Seller dated December 19, 1960.

“Fair Market Value” shall mean the price that a third party would pay in an arms-length transaction, as determined pursuant to Section 2.14 and consistent with applicable Law (including Section 70 of the New York Public Service Law), as may be modified in an order by the NYPSC.

“Federal Funds Rate” shall mean, for any period, a fluctuating interest rate per annum equal for each day during such period to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next succeeding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any date that is a Business Day, the average of the quotations for such day on such transactions received by Buyer and Seller from three (3) unaffiliated federal funds brokers of recognized standing selected by them.

“Fee Interests” means real property fee ownership interests held by Seller upon which Transmission Line Facilities or Transmission Substation Facilities are proposed to be located and which are being Transferred to Buyer hereunder.

“Final Updated Schedule” means the Final Updated Land Rights Schedule and any Final Updated Undepreciated Assets Schedule.

“FERC” means the Federal Energy Regulatory Commission.

“GAAP” means United States generally accepted accounting principles as in effect from time to time.

“Good Utility Practice” means any of the practices, methods and acts engaged in or approved by a significant portion of the electric transmission industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to delineate acceptable practices, methods or acts generally accepted in the region.

“Governmental Authority” means federal, state, county, local or other governmental or regulatory authority, administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental or quasi-governmental authority having jurisdiction over either of the Parties, the Purchased Assets, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, regulatory, police or taxing authority or power; provided, however, that such term does not include any Public Power Authority or any Representative thereof.

“Hazardous Materials” means, any substance, whether liquid, solid, or gaseous that is listed, defined, or regulated under any Environmental Law.

“Indebtedness” shall mean, without duplication, (a) all indebtedness for borrowed money or for the deferred purchase price of property or services, (b) any other indebtedness that is evidenced by a note, bond, debenture, draft or similar instrument other than performance and surety bonds arising in the ordinary course of business, (c) all obligations under financing or capital leases to the extent required by GAAP or applicable Law to be recorded as indebtedness, (d) letters of credit and any similar agreements, (e) any guarantee of any of the foregoing obligations and (f) all indebtedness referred to in clauses (a) through (e) above of any accrued or unpaid interest or penalty.

“Knowledge” with respect to any Party shall mean those facts and circumstances actually or constructively known by such Party or such knowledge as a reasonable person in the position of such Party should reasonably have after due inquiry and investigation into such facts and circumstances.

“Land Rights” means, as applicable, all Fee Interests, Leases, Easements, Easement Apportionments and Licenses.

“Land Rights Closing Assumed Liability Amount” means the Closing Assumed Liability Amount to be assumed by Buyer at the Land Rights Closing.

“Land Rights Filing Date” means the date on which Seller, pursuant to Section 5.01, makes the initial filing with the NYPSC seeking approval under Section 70 of the New York Public Service Law of the Transfer of the RTS Project Land Rights to Seller.

“Law” means any U.S. federal, state, local or non-U.S. statute, law, ordinance, regulation, rule, code, order, ordinance (including zoning), executive order or decrees, edicts or binding

interpretation by a Governmental Authority or other requirement or rule of law, including the common law.

“Lease” means (a) a lease pursuant to which Seller, as lessee, leases or otherwise obtains the contractual right to the exclusive possession of a parcel of real property upon which Transmission Line Facilities or Transmission Substation Facilities are proposed to be located, and which is to be assigned or sub-leased to Buyer hereunder or (b) a lease to a parcel of real property owned by Seller in fee simple upon which Transmission Line Facilities or Transmission Substation Facilities are proposed to be located, and which is to be granted to Buyer hereunder.

“Liabilities” means, except as otherwise expressly qualified by this Agreement, all debts, liabilities (including liabilities for Taxes), guarantees, assurances, commitments and obligations, whether fixed, contingent or absolute, asserted or un-asserted, matured or un-matured, liquidated or unliquidated, accrued or un-accrued, known or unknown, due or to become due, whenever and however arising (including whether arising out of any contract or tort based on negligence, or strict liability) and whether or not the same would be required by generally accepted accounting principles to be reflected in financial statements or disclosed in the notes thereto.

“License” means (a) a license or contract pursuant to which Seller, as licensee or contract counterparty, licenses or otherwise obtains a contractual right to the use of a parcel of real property upon which Transmission Line Facilities or Transmission Substation Facilities are proposed to be located and which is to be assigned to Buyer hereunder or (b) any license or assent to real property owned in fee or leased by Seller, or as to which Seller holds an easement, upon which Transmission Line Facilities or Transmission Substation Facilities are proposed to be located, to be granted to Buyer hereunder.

“Lien” means any mortgage, lien, pledge, security interest, hypothecation, option, encumbrance, claim or charge of any kind.

“LLCA” means the Amended and Restated Limited Liability Company Agreement of New York Transco LLC, dated October 11, 2017, as the same has been amended by an Amendment No. 1 to Amended and Restated Limited Liability Company Agreement of New York Transco LLC, dated November 14, 2018, an Amendment No. 2 to Amended and Restated Limited Liability Company Agreement of New York Transco LLC, effective January 1 2019 and an Amendment No. 3 to Amended and Restated Limited Liability Company Agreement of New York Transco LLC, dated May 7, 2020, and as the same may hereafter be further amended in accordance with its terms.

“Losses” means all losses, damages, costs, expenses, liabilities, fines, penalties, environmental investigation and remediation costs, obligations and claims of any kind (including any action, claim, inquiry, proceeding or investigation brought by any Governmental Authority or other Person and including reasonable attorneys’ fees).

“Multifunction Contract” means any Contract related to the Undepreciated Assets that (i) Seller is a party to or by which any of its assets is bound, (ii) not involving real property rights (including any Land Rights), and (iii) is related to any other project or business or Excluded Assets of Seller or the benefits of which are needed by Seller after the Closing.

“NYISO” means the New York Independent System Operator.

“NYPSC” means the New York Public Service Commission.

“NYSDEC” means the New York State Department of Environmental Conservation.

“O&R” means Orange and Rockland Utilities, Inc.

“O&R Easement Agreement” means a permanent easement agreement over the lands of O&R for Buyer to: (i) install and operate a 138 kV tie line and related structures connecting Buyer’s Transmission Line to the O&R 138 kV Switching Station, and (ii) replace existing Structure 1241 owned by Seller with a custom steel double circuit two-pole structure to be owned by Seller; in form and substance acceptable to Buyer, duly executed by O&R and Buyer.

“O&R Lease Agreement” means a lease agreement for Buyer’s rebuilt 115 kV Sugarloaf Switching Station in form and substance acceptable to Buyer, duly executed by O&R and Buyer.

“O&R Switching Station” means the 138 kV Sugarloaf Switching Station located in the Town of Chester, County of Orange, owned by O&R.

“Organizational Document” means, with respect to an entity, its certificate of incorporation, articles of incorporation, by-laws, articles of organization, limited liability company agreement, formation agreement, joint venture agreement or other similar organizational document of such entity.

“Permits” means all permits, approvals, identification numbers, licenses or other authorizations required of or by a Governmental Authority for the development, construction, ownership, operation or maintenance of the Undepreciated Assets, including Environmental Permits.

“Permitted Liens” means (a) Liens for property taxes and assessments not yet due or payable, (b) Liens of mechanics, laborers, warehousemen and similar statutory liens arising in the ordinary course of business for amounts not yet due, (c) those minor imperfections of title that do not materially restrict or interfere with the intended use of the applicable parcel of real property, (d) Liens consisting of zoning or planning restrictions, easements, servitudes, licenses, permits and other restrictions or limitations on the use of real property which do not materially restrict, impair or interfere with the intended use of the respective property, (e) those imperfections of title that are set forth on Schedule 1.01 hereto, and (f) any Liens deemed Permitted Liens pursuant to Section 5.03.

“Person” means any individual, corporation, company, partnership (limited or general), limited liability company, joint venture, association, trust or other business entity.

“Pre-Existing Environmental Condition” means any Environmental Condition in existence at any time prior to any Closing Date.

“Public Power Authority” means Long Island Lighting Company, d/b/a LIPA, a corporate municipal instrumentality of the State of New York and body corporate and politic and political

subdivision of the State of New York or the New York Power Authority, a corporate municipal instrumentality and political subdivision of the State of New York.

“Purchased Assets” means the Undepreciated Assets and the RTS Project Land Rights.

“Purchase Price” means the sum of the Undepreciated Assets Purchase Price and the Land Rights Purchase Price.

“Real Properties” means all land that is the subject of the RTS Project Land Rights conveyed hereunder.

“Regulatory Methodologies” means, (i) for purposes of Land Rights, the across the fence valuation method, plus the value of other improvements made to the land for the intended use; and (ii) for purposes of Undepreciated Assets, the value determined in accordance with GAAP.

“Release” means any spilling, emitting, discharging, leaking, pumping, pouring, emptying, escaping, dumping, injecting, depositing, disposing, dispersing, leaching or migrating of Hazardous Materials into the environment (including ambient air, surface water, groundwater and surface or subsurface strata).

“Representatives” means, collectively, the members, managers, officers, directors, employees, agents, consultants and advisors of the Buyer or the Seller, as applicable.

“Required Asset” means any (1) Land Right that was not included in the Land Rights Schedule; or (2) pole, wire, conduit and/or other equipment of Seller that was not included in the applicable Undepreciated Asset Schedule, that the Parties mutually agree: (A) is necessary for the operation of the RTS Project; and (B) will not have a material adverse effect on Seller’s existing transmission lines or Transmission Substation Facilities.

“Seller’s Expert” shall be Appraisal Economics, Inc.

“Taxes” shall mean all taxes, charges, fees, levies, penalties or other assessments imposed by any federal, state, local, provincial or foreign taxing authority, including, income, gross receipts, excise, real or personal property, sales, use, transfer, customs, duties, franchise, payroll, withholding, social securities, receipts, license, stamp, occupation, employment, including any interest, penalties or additions attributable thereto, and any payments to any state, local, provincial or foreign taxing authorities in lieu of such taxes, charges, fees, levies or assessments.

“Transaction Agreements” means this Agreement and any Ancillary Agreement.

“Transmission Line” means the line or lines for the transmission of electricity consisting of Transmission Line Facilities and the corresponding RTS Project Land Rights.

“Transmission Line Facilities” means all items of equipment, including all pipe, pipeline, duct, wire, line, conduit, pole, tower, equipment or other structures used for transmission that are part of the RTS Project’s transmission line set forth on Schedule 2.02(a).

“Transmission Substation Facilities” means any and all equipment (including towers, poles, transformers, circuit breakers, meters and wires) that are located at a substation on the Real Properties and set forth on Schedule 2.02(a).

“Undepreciated Assets Closing Assumed Liability Amount” means the Closing Assumed Liability Amount to be assumed by Buyer at the Undepreciated Assets Closing.

“Updated Undepreciated Assets Cost Estimate Amount” means the undepreciated capital cost of the Undepreciated Assets from inception to the date stated in the Updated Undepreciated Assets Cost Statement. For the avoidance of doubt, the Updated Undepreciated Assets Cost Estimate Amount shall not include any Applicable Variance.

“Updated Undepreciated Assets Cost Statement” means the statement prepared in good faith by Seller, and derived from the books and records of Seller, of (a) the Updated Undepreciated Assets Cost Estimate Amount, as of the most recently available date, and (b) the Applicable Variance as determined by the Seller.

Section 1.02 Terms Defined in this Agreement. The following capitalized terms have the meanings set forth in the Sections hereof referenced immediately below:

AAA .....	1.01	EM&CP .....	1.01
Accept .....	2.01	Environmental Condition .....	1.01
Action .....	9.12	Environmental Information .....	1.01
Affiliate.....	1.01	Environmental Law .....	1.01
Agreement .....	Preamble	Environmental Permit.....	1.01
Ancillary Agreements .....	1.01	Environmental Response .....	7.05(c)(iii)
Applicable Regulatory Authority .....	1.01	Estimated Land Rights Closing	
Applicable Variance .....	1.01	Statement .....	2.08(c)
Apportionment.....	2.01(d)	Estimated Land Rights Closing	
Article VII Approval .....	1.01	Statement Dispute Notice .....	2.08(d)
Assumed Contract .....	2.01(f)	Estimated Land Rights Closing	
Assumed Environmental		Statement Disputed Items.....	2.08(d)
Liabilities .....	2.04(a)(iv)	Estimated Land Rights Closing	
Assumed Liabilities .....	1.01	Statement Review Period .....	2.08(d)
Assumed RTS Project Land		Estimated Undepreciated Assets	
Rights Liabilities .....	2.04(a)	Closing Statement.....	2.09(c)
Assumed Undepreciated Assets		Estimated Undepreciated Assets	
Liabilities .....	2.04(b)	Closing Statement Dispute Notice.	2.09(d)
Authorized Buyer Representatives .....	1.01	Estimated Undepreciated Assets	
Bankruptcy and Equity Exceptions .....	3.02	Closing Statement Disputed Items	2.09(d)
Business Day .....	1.01	Estimated Undepreciated Assets	
Buyer .....	Preamble	Closing Statement Review Period .	2.09(d)
Buyer Indemnified Parties .....	7.02	Excluded Assets.....	2.03
Buyer's Expert.....	1.01	Excluded Environmental Liabilities ..	2.05(c)
Buyer's Valuation.....	2.14(c)	Excluded Liabilities.....	2.05
Casualty Event.....	5.04(a)	Existing Lease Agreement.....	1.01
Closing.....	2.07(c)	Fair Market Value.....	1.01
Closing Assumed Liability Amount .....	1.01	Federal Funds Rate .....	1.01
Closing Date .....	2.07(c)	Fee Interests.....	1.01
Closing Statement.....	1.01	FERC .....	1.01
Confidential Information .....	1.01	Final Closing Statement .....	2.12(e)
Contract .....	1.01	Final Statement.....	2.12(e)
Conveyance Document.....	1.01	Final Updated Land Rights Schedule	2.08(c)
Deed.....	2.01(a)	Final Updated Schedule.....	1.01
De-Energized.....	1.01	Final Updated Undepreciated	
Deferred Asset .....	2.06(a)	Assets Schedule .....	2.09(c)
Development Agreement.....	Preamble	Force Majeure Event .....	9.01
Dispute.....	9.10	GAAP .....	1.01
Dispute Notice .....	2.12(c)	Good Utility Practice .....	1.01
Disputed Items.....	2.12(c)	Governmental Authority.....	1.01
Disputed Schedule Items .....	2.13(c)		
Easement.....	1.01		
Easement Apportionment .....	1.01		

Hazardous Materials .....	1.01	Party .....	Preamble
Illustrative Estimated Signing		Permits .....	1.01
Statement .....	2.08(b)	Permitted Liens .....	1.01
Indebtedness .....	1.01	Person .....	1.01
Indemnified Party .....	7.04	Pre-Closing Land Rights Resolution	
Indemnifying Party .....	7.04	Period .....	2.08(d)
Independent Accountant .....	2.12(d)	Pre-Closing Undepreciated	
Knowledge .....	1.01	Assets Resolution Period .....	2.09(d)
Land Rights .....	1.01	Pre-Existing Environmental Condition ..	1.01
Land Rights Closing .....	2.07(a)	Proposed Schedule Update .....	2.13(a)
Land Rights Closing Assumed		Public Power Authority .....	1.01
Liability Amount .....	1.01	Purchase Price .....	1.01
Land Rights Closing Date .....	2.07(a)	Purchased Assets .....	1.01
Land Rights Closing Statement .....	2.12(a)	Real Properties .....	1.01
Land Rights Filing Date .....	1.01	Reconveyance Approvals .....	8.04
Land Rights Purchase Price .....	2.08(a)	Regulatory Methodologies .....	1.01
Law .....	1.01	Release .....	1.01
Lease .....	1.01	Representatives .....	1.01
Lease Termination Agreement .....	2.10(a)(ii)	Required Asset .....	1.01
Liabilities .....	1.01	Resolution Period .....	2.12(d)
License .....	1.01	Review Period .....	2.12(c)
Lien .....	1.01	Schedule Dispute Notice .....	2.13(c)
LLCA .....	1.01	Schedule Dispute Review Period .....	2.13(d)
Losses .....	1.01	Schedule Review Period .....	2.13(b)
Multifunction Contract .....	1.01	Seller .....	Preamble
Net Book Value .....	2.09(a)	Seller Indemnified Parties .....	7.03
New York Courts .....	9.12	Seller License Agreement .....	5.12
RTS Project .....	Preamble	Seller's Expert .....	1.01
RTS Project Easement .....	2.01(c)	Seller's Valuation .....	2.14(b)
RTS Project Easement Assignment .....	2.01(c)	Survival Termination Date .....	7.01
RTS Project Land Rights .....	2.01	Taxes .....	1.01
RTS Project Lease .....	2.01(b)	Termination Date .....	8.01(b)
RTS Project Lease Assignment .....	2.01(b)	Third Party Claim .....	7.04
RTS Project License .....	2.01(e)	Title Insurance Commitments .....	5.03
RTS Project License Assignment .....	2.01(e)	Title Matters .....	5.03
NYISO .....	1.01	Title Reports .....	5.03
NYPSC .....	1.01	Transaction Agreements .....	1.01
NYSDEC .....	1.01	Transfer .....	2.01
O&R .....	1.01	Transmission Line .....	1.01
O&R Easement Agreement .....	1.01	Transmission Line Facilities .....	1.01
O&R Lease Agreement .....	1.01	Transmission Substation Facilities .....	1.01
O&R Switching Station .....	1.01	True-Up Payment Amount .....	2.12(g)
Objection Notice .....	5.03	Undepreciated Assets .....	2.02
Order .....	5.01(a)	Undepreciated Assets Closing .....	2.02
Organizational Document .....	1.01	Undepreciated Assets Closing	
Parties .....	Preamble	Assumed Liability Amount .....	1.01



Undepreciated Assets Closing Date .. 2.07(b)	Updated Schedule ..... 2.13(c)
Undepreciated Assets Closing Statement ..... 2.12(b)	Updated Undepreciated Assets Cost Estimate Amount ..... 1.01
Undepreciated Assets Purchase Price 2.09(a)	Updated Undepreciated Assets Cost Statement..... 1.01
Updated Disclosure Item ..... 2.13(a)	

Section 1.03 Terms Defined in the LLCA. To the extent there is any inconsistency between the terms defined in the LLCA and this Agreement, this Agreement shall govern.

## ARTICLE II

### PURCHASE AND SALE

Section 2.01 Purchase and Sale of Land Rights. On the terms and subject to the conditions of this Agreement, at the Land Rights Closing, Seller shall sell, convey, assign, transfer and deliver (“Transfer”) to Buyer, free and clear of all Liens other than Permitted Liens, and Buyer shall purchase, acquire and accept (“Accept”) from Seller, all of Seller’s right, title and interest in and to the RTS Project Land Rights. As used in this Agreement, “RTS Project Land Rights” shall mean, subject to Section 2.03, the following:

(a) Each Fee Interest related to the RTS Project identified on Schedule 2.01(a), which shall be conveyed to Buyer pursuant to a Bargain and Sale Deed with Covenants Against Grantor’s Acts and Lien Covenant (a “Deed”), together with all buildings, fixtures, structures and improvements owned by Seller and erected or located on the real property with respect to such Fee Interest that are exclusively related to the RTS Project or otherwise related to the RTS Project and identified on Schedule 2.01(a), but excluding (x) all other buildings, fixtures, structures and improvements owned or leased by Seller that are required to conduct or are related to another business, project or Excluded Asset of Seller and (y) the buildings, fixtures, structures and improvements identified on Schedule 2.01(a)(y);

(b) Each Lease related to the RTS Project identified on Schedule 2.01(b), which shall be assigned or granted to Buyer pursuant to an assignment or a lease customarily used by Seller in its service territory and reasonably acceptable to Buyer or in such other form as the Parties shall mutually agree (the “RTS Project Lease Assignment” and the “RTS Project Lease,” respectively), together with all buildings, fixtures, structures and improvements owned or leased by Seller and erected or located on the real property with respect to such Lease and exclusively related to the RTS Project, but excluding (x) all other buildings, fixtures, structures and improvements that are owned or leased by Seller that are related to another business, project or Excluded Asset of Seller and (y) the buildings, fixtures, structures and improvements identified on Schedule 2.01(b)(y);

(c) Each Easement related to the RTS Project identified on Schedule 2.01(c), which shall be assigned and/or granted to Buyer pursuant to an assignment of easement agreement in the form of Exhibit A attached hereto (the “RTS Project Easement Assignment”) or an easement agreement in the form of Exhibit B attached hereto (the “RTS Project Easement”);

(d) Each Easement Apportionment related to the RTS Project identified on Schedule 2.01(d), which shall be granted or assigned to Buyer pursuant to an assignment or easement customarily used by Seller in its service territory and reasonably acceptable to Buyer or in such other form as the Parties shall agree (the “Apportionment”);

(e) Each License related to the RTS Project identified on Schedule 2.01(e) which shall be assigned and/or granted to Buyer pursuant to a license assignment or license customarily used by Seller in its service territory and reasonably acceptable to Buyer or in such other form as the Parties shall mutually agree (the “RTS Project License Assignment” and the “RTS Project License,” respectively);

(f) All rights, title and interests of Seller under the Contracts that are exclusively related to the RTS Project Land Rights defined under this Section 2.01, including Contracts identified on Schedule 2.01(f), but excluding the rights, title and interests of Seller under such Contracts not exclusively related to the other RTS Project Land Rights (the “Assumed Contracts”);

(g) All rights and claims under any and all transferable warranties extended by suppliers, vendors, contractors and manufacturers under any Assumed Contract to be assumed by Buyer at the Land Rights Closing, or any Purchased Asset defined under this Section 2.01 and primarily related to the RTS Project Land Rights;

(h) All insurance proceeds (after deducting any costs and expenses incurred by Seller in connection with pursuing the underlying claims) received or receivable under any insurance policy of Seller written prior to the Land Rights Closing Date in connection with (i) any Casualty Event resulting in damage or destruction of any RTS Project Land Right (or any asset that would have been a RTS Project Land Right but for such damage or destruction occurring prior to the applicable Closing) and (ii) any Assumed RTS Project Land Rights Liability, in each case, only to the extent the Purchase Price has not been reduced with respect to such Casualty Event or Assumed RTS Project Land Rights Liability; and

(i) All claims, causes of action, choses in action, rights of recovery and rights under or with respect to the other RTS Project Land Rights or any Assumed RTS Project Land Rights Liability.

Notwithstanding anything in this Section 2.01 to the contrary, unless otherwise agreed to by Buyer and Seller, the allocation of any Liabilities and the terms of any exculpation and indemnification provisions of any Conveyance Document shall be consistent with the terms and conditions of this Agreement.

Section 2.02 Purchase and Sale of Undepreciated Assets. The closing of the purchase and sale of the Undepreciated Assets shall take place at a closing (each an “Undepreciated Assets Closing”) as mutually agreed to by the Parties. On the terms and subject to the conditions of this Agreement, at the Undepreciated Assets Closing, Seller shall Transfer to Buyer, free and clear of all Liens other than Permitted Liens, and Buyer shall Accept from Seller, all of Seller’s right, title and interest in and to the Undepreciated Assets as mutually agreed to by the Parties.

As used in this Agreement, “Undepreciated Assets” shall mean, subject to Section 2.03, the following:

(a) The equipment or personal property identified on Schedule 2.02(a) including, but not limited to, the Transmission Substation Facilities, transformers, circuit breakers, meters, poles, wires and conduits to be acquired, and divided into separate schedules for each Undepreciated Assets Closing;

(b) All rights, title and interest related to the Undepreciated Assets under any Multifunction Contract set forth on Schedule 2.02(b);

(c) All insurance proceeds (after deducting any costs and expenses incurred by Seller in connection with pursuing the underlying claims) received or receivable under any insurance policy of Seller written prior to the Closing Date in connection with (i) any Casualty Event resulting in damage or destruction of any Undepreciated Assets (or any asset that would have been any of the Undepreciated Assets but for such damage or destruction occurring prior to the applicable Closing) and (ii) any Assumed Undepreciated Assets Liability, in each case, only to the extent the Purchase Price has not been reduced with respect to such Casualty Event or Assumed Undepreciated Assets Liability; and

(d) All claims, causes of action, choses in action, rights of recovery and rights under or with respect to any Undepreciated Assets or any Assumed Undepreciated Assets Liability.

Notwithstanding anything in the foregoing to the contrary, Undepreciated Assets shall not include any RTS Project Land Rights.

Section 2.03 Excluded Assets. Notwithstanding anything in Section 2.01 or Section 2.02 to the contrary, the Purchased Assets shall not in any event include any of the following (the “Excluded Assets”):

- (a) Intentionally Omitted;
- (b) All cash, cash equivalents and securities owned and otherwise held by Seller;
- (c) Any asset, property right or Contract, the ownership or benefit of which is to be provided by Seller to Buyer pursuant to any Ancillary Agreement;
- (d) All corporate seals, Organizational Documents, stock and corporate record books containing minutes of the board of directors or equity holders of Seller, and all other records having to do with the finances or accounting, organization or capitalization of Seller;
- (e) Except as expressly set forth in Section 2.01 and the corresponding Schedules thereto, all owned and leased real property and other rights in real property of Seller;
- (f) Except as expressly provided in Section 2.01 and Section 2.02, all rights to insurance policies and interests in insurance pools and programs of Seller and its Affiliates;
- (g) Seller’s employee benefit plans, programs, arrangements, agreements and policies, and any assets related thereto;
- (h) All current and/or pending causes of action and defenses against third parties relating to any other Excluded Assets or Excluded Liabilities as well as any books, records, and privileged information relating thereto;
- (i) Any interest in contracts, agreements, leases, licenses, purchase orders and other instruments, arrangements or understandings of any kind other than the Assumed Contracts and Buyer’s rights and interest in any Conveyance Documents relating to the RTS Project Land Rights;

(j) The rights of Seller under this Agreement, the other Transaction Agreements and the Conveyance Documents and under any other agreement, certificate, instrument or other document executed and delivered by Seller or Buyer in connection with the transactions contemplated hereby;

(k) Any Federal Communications Commission licenses held by Seller or its Affiliates;

(l) The assets, properties, rights, contracts, claims and Permits identified on Schedule 2.03(l) that otherwise may be related to the Undepreciated Assets but are being retained by Seller;

(m) Any other asset, property right, contract, claim or Permit that is to be expressly retained by Seller pursuant to any Ancillary Agreement or Conveyance Document; and

(n) Other than any asset, property right, contract, claim or Permit expressly provided to be Transferred to Buyer under Section 2.01 or Section 2.02 or the corresponding Schedules thereto, all other assets, properties, rights, contracts, claims or Permits of Seller, wherever located.

#### Section 2.04 Assumed Liabilities.

(a) On the terms and subject to the conditions of this Agreement, at the Land Rights Closing, Buyer shall assume and become responsible for any and all Assumed RTS Project Land Rights Liabilities, regardless, except where expressly provided otherwise, of when or where such Liabilities arose or arise, or whether the facts on which they are based occurred prior to or subsequent to the Land Rights Closing, or where or against whom such Liabilities are asserted or determined or whether determined prior to the date of this Agreement, but in each case excluding the Excluded Liabilities. For purposes of this Agreement, the “Assumed RTS Project Land Rights Liabilities” shall mean:

(i) All sales and transfer Taxes applicable to the Transfer of the RTS Project Land Rights;

(ii) All Liabilities for Taxes applicable to the RTS Project Land Rights with respect to any period (or portion thereof) from and after the Land Rights Closing;

(iii) All Liabilities arising under any Contract assigned or otherwise Transferred to Buyer under Section 2.01 (or, with respect to any Contract partially assigned or otherwise partially Transferred under Section 2.01, such partially assigned or otherwise Transferred portion of such Contract);

(iv) All Liabilities: (A) whether accruing before, on or after the Land Rights Closing Date, arising under Environmental Law (including the exposure of any Person to Hazardous Materials) and arising from or related to the RTS Project, Real Properties or Undepreciated Assets, including operations for which a current or future owner or operator of the RTS Project, Real Properties or Undepreciated Assets may be alleged to be responsible as a matter of Law, except, in each case, any of the Liabilities

described in Section 2.05(c) and (B) related to any Pre-Existing Environmental Condition of any Purchased Asset to the extent (but only to the extent) that such Liabilities arise from or are exacerbated by the acts of omissions of Buyer or its Representatives (including any contractors or subcontractors or any third party acting under the supervision of Buyer) (collectively, the “Assumed Environmental Liabilities”); and

(v) Except as otherwise expressly provided in this Agreement or the Schedules to this Agreement or any Conveyance Document or any Ancillary Agreement, all Liabilities related to the RTS Project and/or ownership or use of any RTS Project Land Rights.

(b) On the terms and subject to the conditions of this Agreement, at the Undepreciated Assets Closing, Buyer shall assume and become responsible for any and all Assumed Undepreciated Assets Liabilities, regardless, except where expressly provided otherwise, of when or where such Liabilities arose or arise, or whether the facts on which they are based occurred prior to or subsequent to such Closing, or where or against whom such Liabilities are asserted or determined or whether determined prior to the date of this Agreement, but in each case, excluding the Excluded Liabilities. For purposes of this Agreement, the “Assumed Undepreciated Assets Liabilities” shall mean:

(i) All sales and transfer Taxes applicable to the Transfer of the Undepreciated Assets;

(ii) All Liabilities for Taxes applicable to the Undepreciated Assets with respect to any period (or portion thereof) from and after the Undepreciated Assets Closing;

(iii) Except as otherwise expressly provided in this Agreement or the Schedules to this Agreement, any Ancillary Agreement, or any Conveyance Document, all Liabilities related to the RTS Project and/or ownership or use of the Undepreciated Assets.

Notwithstanding anything in this Section 2.04 to the contrary, nothing in this Section 2.04 shall affect the exculpation or indemnification rights and obligations, if any, of Buyer under any Ancillary Agreement.

Section 2.05 Excluded Liabilities. Notwithstanding the foregoing, the Assumed Liabilities shall not in any event include any of the following Liabilities (the “Excluded Liabilities”):

(a) All Liabilities associated with any Excluded Asset;

(b) All Liabilities for Taxes applicable to any Purchased Asset with respect to any period (or portion thereof) ending before the applicable Closing in which such Purchased Asset was Transferred;

(c) All Liabilities (i) arising out of or relating to the Pre-Existing Environmental Condition of any Purchased Asset, (ii), whether accruing before, on or after the Land Rights Closing or the Undepreciated Assets Closing, arising under Environmental Law (including the exposure of any Person to Hazardous Materials) and arising from or related to any

Excluded Asset or the acts or omissions of Seller or any of its Representatives, excluding, in each case of (i) and (ii), any of the Liabilities defined in Section 2.04(a)(iv)(B) (collectively, the “Excluded Environmental Liabilities”);

(d) All Liabilities arising out of or relating to Seller (i) breaching any provision of any Assumed Contract, this Agreement or any Ancillary Agreement, (ii) conducting, operating or using the Undepreciated Assets in a manner that materially violates any applicable Law and has a material adverse effect on the Undepreciated Assets, or (iii) that are the result of the failure of Seller to conduct, operate or use the Undepreciated Assets in accordance with Good Utility Practice;

(e) All Liabilities that are expressly contemplated by this Agreement or the Schedules to this Agreement, any Ancillary Agreement or any Conveyance Document to be assumed or retained by Seller.

Notwithstanding anything in this Section 2.05 to the contrary, nothing in this Section 2.05 shall affect the exculpation or indemnification rights and obligations, if any, of Seller under any Ancillary Agreement.

#### Section 2.06 Assignment of Certain Purchased Assets.

(a) If any Transfer of any Purchased Asset (or any claim, right or benefit arising thereunder) shall require the consent or approval of any third party (including the removal of any Lien (other than a Permitted Lien)) (other than any consent identified on Schedule 6.02(e)) or would violate any applicable Laws and such consent or approval or removal has not been obtained by the applicable Closing, then, notwithstanding any other provision of this Agreement to the contrary, the Transfer of such Purchased Asset shall automatically be deferred and no Transfer of such Purchased Asset (such Purchased Asset, a “Deferred Asset”) shall occur until all legal impediments are removed (including the removal of any Lien (other than a Permitted Lien)) or such consents or approvals have been obtained; provided, however, that Buyer, or Buyer and Seller, jointly, may elect to require the immediate Transfer of any such Purchased Asset notwithstanding any requirement that an immaterial consent or approval be obtained; provided, however, that (i) if Buyer elects to require the immediate Transfer of any such Purchased Assets, any Liabilities arising from such Transfer shall be deemed to be Assumed Liabilities and (ii) if Buyer and Seller jointly elect to require the immediate Transfer of any such Purchased Assets, any Liabilities arising from such Transfer shall be shared equally by Buyer and Seller.

(b) Any Deferred Asset shall be held in trust by Seller, for the benefit of Buyer, insofar as reasonably practical and to the extent permitted by applicable Law. To the extent that any Deferred Asset cannot be Transferred without the approval or consent of any third party (including any Governmental Authority), this Agreement shall not constitute an agreement to Transfer such Deferred Asset if an attempted Transfer would constitute a breach of the underlying Contract or other agreement or violate any applicable Law. The Parties shall use their commercially reasonable efforts to develop and implement mutually acceptable arrangements to place Buyer, in so far as reasonably possible, in the same position as if such Deferred Asset had been Transferred at the applicable Closing and so that all the benefits and burdens relating to such Deferred Asset, including possession, use, risk of loss, potential for gain, ownership for regulatory

accounting, Liabilities for Tax, and dominion, control and command of and over such Deferred Assets, are to inure to Buyer from and after the applicable Closing; provided that no such arrangement will be deemed to have caused the Closing conditions in Section 6.02(a), Section 6.02(f)(ii) or Section 6.02(h) to have been satisfied unless, after giving effect to the foregoing, Buyer, without being in breach of applicable Law or the applicable Contract or other agreement, will be able to develop the RTS Project in all material respects. If and when the legal or contractual impediments the presence of which caused the deferral of the Transfer of any Deferred Asset pursuant to this Section 2.06 are removed or any consents or approvals the absence of which caused the deferral of any Deferred Asset are obtained, the Transfer of the applicable Deferred Asset shall be effected in accordance with the terms of this Agreement and/or the applicable Conveyance Document. The obligations set forth in this Section 2.06 shall terminate on the two (2) year anniversary of the Undepreciated Assets Closing Date.

(c) Unless otherwise agreed to by the Parties, any Deferred Asset shall be included in the Purchase Price at the applicable Closing if the mutually acceptable arrangements provided for in this Section 2.06 would allow such Deferred Asset (or an intangible asset related to such Deferred Asset) to be included in the financial and regulatory books and records of Buyer under applicable regulatory accounting rules; provided, that each of Buyer and Seller shall cooperate in the regulatory accounting treatment of the foregoing; provided further, however, if the Transfer of any Deferred Asset does not occur by the two (2) year anniversary of the Undepreciated Assets Closing Date or if this Agreement is terminated after the Land Rights Closing but prior to the final Undepreciated Assets Closing pursuant to Section 8.01(a), (b), (c) (e) or (f), Seller shall, within forty five (45) days, promptly pay to Buyer, in immediately available funds, an amount equal to undepreciated capital cost (as reflected on the books and records of the Party carrying such Deferred Asset on its books and records) or Fair Market Value, whichever is less, as the case may be, of such Deferred Asset as of such date the obligations set forth in this Section 2.06 terminate or this Agreement is so terminated, as applicable, and no Transfer of such Deferred Asset shall occur.

(d) The Parties agree that if any Required Asset is not Transferred to Buyer as a Purchased Asset as part of the Land Rights Closing or the Undepreciated Assets Closing, upon written notice from Buyer to Seller, such Required Asset shall be held in trust by Seller, for the benefit of Buyer, insofar as reasonably practical and to the extent permitted by applicable Law. The Parties shall use their commercially reasonable efforts to develop and implement mutually acceptable arrangements to place Buyer, in so far as reasonably possible, in the same position as if such Required Asset had been Transferred at the applicable Closing and so that all the benefits and burdens relating to such Required Asset, including possession, use, risk of loss, potential for gain, ownership for regulatory accounting, Liabilities for Tax, and dominion, control and command of and over such Required Asset, are to inure to Buyer from and after the applicable Closing. To the extent that any Required Asset cannot be Transferred without the approval or consent of any third party (including any Governmental Authority), this Agreement shall not constitute an agreement to Transfer such Required Asset if an attempted Transfer would constitute a breach of the underlying Contract or other agreement or violate any applicable Law. If and when any such Required Asset is identified and if applicable any consents or approvals are obtained, the Transfer of the applicable Required Asset shall be effected as the Transfer of a Purchased Asset in accordance with the terms of this Agreement and/or the applicable Conveyance Document and Buyer shall promptly pay to Seller, in immediately available funds, an amount equal to



undepreciated capital cost (as reflected on the books and records of the Party carrying such Required Asset on its books and records) or Fair Market Value, as the case may be, of such Required Asset, as of the applicable Closing Date on which such Required Asset would have been Transferred if it had been a Purchased Asset. The obligations set forth in this Section 2.06 shall terminate on the two (2) year anniversary of the Land Rights Closing Date with respect to any Land Right or the Undepreciated Assets Closing Date with respect to any Undepreciated Asset.

#### Section 2.07 Closings.

(a) Land Rights Closing. On (i) a date as soon as reasonably practicable after Buyer has obtained all regulatory approvals for the RTS Project and following the satisfaction, or waiver by the Party entitled to the benefit thereof, of the conditions precedent set forth in Section 6.01 and Section 6.02 applicable to the Land Rights Closing (defined below) or (ii) such other date as Seller and Buyer may mutually agree in writing (provided, that in either case, the other conditions to closing specified in Sections 6.01 and 6.02 are then satisfied or have been waived), the Transfer and Acceptance of the RTS Project Land Rights and the assumption of the Assumed RTS Project Land Rights Liabilities contemplated by this Agreement shall take place at a closing (the "Land Rights Closing") that will be held at the offices of Harris Beach PLLC at 677 Broadway, Suite 1101, Albany, New York, 12207 or such other place as the Parties may agree in writing (the date on which the Land Rights Closing takes place being the "Land Rights Closing Date").

(b) Undepreciated Assets Closings. On (i) dates determined by Buyer and Seller based on the RTS construction plan developed by Buyer and following the satisfaction, or waiver by the Party entitled to the benefit thereof, of the conditions precedent set forth in Section 6.01 and Section 6.02 applicable to the Undepreciated Assets Closing or (ii) such other dates as Seller and Buyer may mutually agree in writing (provided that in either case, the other conditions to closing specified in Sections 6.01 and 6.02 are then satisfied or have been waived), the Transfer and Acceptance of the Undepreciated Assets and the assumption of the Assumed Undepreciated Assets Liabilities contemplated by this Agreement shall take place at the Undepreciated Assets Closing that will each be held at the offices of Harris Beach PLLC at 677 Broadway, Suite 1101, Albany, New York 12207, or such other place as the Parties may agree in writing (the date on which the Undepreciated Assets Closing takes place being the "Undepreciated Assets Closing Date").

(c) For purposes of this Agreement, "Closing" shall include the Land Rights Closing and the Undepreciated Assets Closing, and "Closing Date" shall include the Land Rights Closing Date and the Undepreciated Assets Closing Date.

(d) Notwithstanding anything to the contrary in this Agreement, Buyer and Seller shall use commercially reasonable efforts to cause the Land Rights Closing and the Undepreciated Assets Closing to occur simultaneously subject to the conditions set forth in Article 6 below.

#### Section 2.08 Land Rights Purchase Price.

(a) Determination of Land Rights Purchase Price. The aggregate consideration (the "Land Rights Purchase Price") to be paid by Buyer to Seller for the Land Rights shall be an

amount, in cash, equal to the difference of (i) the Fair Market Value of the RTS Project Land Rights, plus (ii) applicable costs allocated to the Land Rights as set forth in Section 9.02(a), less (iii) the Land Rights Closing Assumed Liability Amount, if any, as of the Land Rights Closing Date, and as calculated in accordance with this Agreement and subject to the adjustment in Section 2.12(g). Buyer shall receive a credit against the Land Rights Purchase Price at the Land Rights Closing in an amount equal to any costs allocated to the Land Rights as set forth in Section 9.02(a) reimbursed to Seller prior to the Land Rights Closing Date.

(b) Illustrative Estimated Signing Statement. As soon as practicable after the satisfaction of the terms in Sections 2.13 and 2.14, but prior to the Land Rights Filing Date, Seller shall prepare a statement (the “Illustrative Estimated Signing Statement”), in the form of Schedule I-A, of (i) the Land Rights Closing Assumed Liability Amount, including the components thereof for each item of Indebtedness and each Assumed RTS Project Land Rights Liability, if any, and (ii) the Fair Market Value of each RTS Project Land Right or category of RTS Project Land Rights as determined in accordance with the Regulatory Methodologies and Section 2.14, as of such date, in each case, assuming such Land Rights Closing had occurred on such date, calculated in accordance with this Section 2.08(b).

(c) Closing Calculation. No less than ten (10) Business Days prior to the anticipated Land Rights Closing Date, Seller will cause to be prepared and delivered to Buyer: (i) an updated version of Schedule 1.01 (Permitted Liens), and Schedule 2.01, prepared and delivered in accordance with Section 2.13, reflecting all RTS Project Land Rights that are to be Transferred to Buyer on the Land Rights Closing Date (the “Final Updated Land Rights Schedule”), which Final Updated Land Rights Schedule shall replace any prior Updated Schedule and, upon delivery and acceptance by Buyer pursuant to, and subject to the provisions of, Section 2.12(d), shall become a part of this Agreement and (ii) a statement, prepared in the same format as the Illustrative Estimated Signing Statement (the “Estimated Land Rights Closing Statement”), as of the expected Land Rights Closing Date of, as applicable, the (A) the Land Rights Closing Assumed Liability Amount, including the components thereof for each item of Indebtedness and each Assumed RTS Project Land Rights Liability, (B) the Fair Market Value of each RTS Project Land Right or category of RTS Project Land Rights as determined in accordance with the Regulatory Methodologies and Section 2.14, and (C) the Land Rights Purchase Price for the RTS Project Land Rights, as of the expected Land Rights Closing Date, calculated in accordance with this Section 2.08(c).

(d) Access; Review Period. Seller shall, and shall cause its Representatives to, use its and their reasonable efforts to cooperate with Buyer and provide direct access to any information and documentation and other books and records, including work papers, and personnel and properties and other assets during normal business hours and upon reasonable notice to Seller, to assist Buyer in its review of the Estimated Land Rights Closing Statement and the Final Updated Land Rights Schedule. Buyer shall have five (5) Business Days from the date on which all of the items described in Section 2.08(c) have been delivered to it and Seller has confirmed the delivery of all such items to Buyer in writing (such period, the “Estimated Land Rights Closing Statement Review Period”) to review the Estimated Land Rights Closing Statement and Final Updated Land Rights Schedule. Seller shall, and shall cause its Representatives to, upon request, provide Buyer with reasonable assistance in reviewing such statements, including by providing the Buyer and its Representatives with access to such information (including any books and records) and personnel

and Representatives of Seller as Buyer may reasonably request in connection with its review subject to, in the case of independent accountant work papers, Buyer entering into a customary release agreement with respect thereto; provided that Seller shall not be obligated to deliver any accountant work papers that such accounting firm does not consent to delivery thereof. Unless Buyer delivers written notice (an “Estimated Land Rights Closing Statement Dispute Notice”) to Seller on or prior to the last day of the Estimated Land Rights Closing Statement Review Period stating that it objects to any item or items shown or reflected on the Land Rights Closing Statement (which objections may only be based on (i) manifest arithmetic error, or (ii) any calculation not having been made in accordance with the Regulatory Methodologies, (the “Estimated Land Rights Closing Statement Disputed Items”), the Final Updated Land Rights Schedule shall be deemed final for purposes of determining the Land Rights Purchase Price to be paid by Buyer at the Land Rights Closing, subject to the adjustment in Section 2.12(f) and in Section 5.04. In the event of delivery of an Estimated Land Rights Closing Statement Dispute Notice by Buyer, senior executives of Buyer (including any Manager of Buyer not appointed by an Affiliate of Seller), on the one hand, and senior executives of Seller, on the other hand, shall attempt to resolve their differences arising from the Estimated Land Rights Closing Statement Disputed Items, and any resolution agreed by them in writing shall be final for purposes of determining the Land Rights Purchase Price to be paid by Buyer at the Land Rights Closing, subject to the adjustment in Section 2.12(f) and in Section 5.04; provided, however, that unless expressly agreed to in writing by Buyer, any such resolutions shall not modify or otherwise affect the rights of Buyer under Section 2.12, including the right to dispute any items. In the event that, for any reason, such senior executives are unable to amicably resolve all their differences in writing within ten (10) days (or such longer period as Buyer and Seller may agree in writing) following receipt of an Estimated Land Rights Closing Statement Dispute Notice (the “Pre-Closing Land Rights Resolution Period”), then the Land Rights Closing shall occur with Buyer paying Seller that portion of the Land Rights Purchase Price that is not in dispute, and the resolution of any remaining Estimated Land Rights Closing Statement Disputed Items shall be resolved pursuant to Section 2.12 and the Final Updated Land Rights Schedule delivered by Seller (as may be modified pursuant to the provisions of this Section 2.08(d)), shall be final for determining the Land Rights Purchase Price to be paid by Buyer at the Land Rights Closing, subject to the adjustment in Section 2.12(f) and in Section 5.04. Unless otherwise agreed in writing by Buyer and Seller, the Land Rights Closing shall not occur during the Pre-Closing Land Rights Resolution Period. Notwithstanding the foregoing, nothing in this Section 2.08(d) shall limit the right of Buyer or Seller to assert that any of the conditions in Section 6.01 or 6.02 have not been satisfied and, unless expressly waived by Buyer or Seller in writing, no action taken (or failed to be taken) by Buyer or Seller pursuant to this Section 2.08(d) shall be deemed to be a waiver of such conditions.

Notwithstanding anything to the contrary contained herein, if the Land Rights Closing does not occur and this Agreement is terminated, unless required by any Law, Governmental Authority or compelled by a court of competent jurisdiction, Buyer agrees to return to Seller, or certify to Seller that it has destroyed, any materials Seller provides to Buyer in connection with this Section 2.08(d).

#### Section 2.09 Undepreciated Assets Purchase Price.

(a) Determination of Undepreciated Assets Purchase Price. The aggregate consideration (the “Undepreciated Assets Purchase Price”) to be paid by Buyer to Seller for the

applicable Undepreciated Assets at any particular Undepreciated Assets Closing shall be an amount, in cash, equal to the difference of: (i) the original book cost of the asset, plus (ii) applicable costs allocated to the Undepreciated Assets as set forth in Section 9.02(a), less (iii) the allocated Depreciation Reserve (inclusive of the cost of removal reserve) for that asset in the Seller's accounts ("Net Book Value") in accordance with applicable Regulatory Methodologies, and as calculated in accordance with this Agreement and subject to the adjustment in Section 2.12(g). Buyer shall receive a credit against the Undepreciated Assets Purchase Price at the Undepreciated Assets Closing in an amount equal to any costs allocated to the Undepreciated Assets as set forth in Section 9.02(a) reimbursed to Seller prior to the Undepreciated Assets Closing Date.

(b) Illustrative Estimated Signing Statement. As soon as practicable, but prior to the Land Rights Filing Date, Seller shall provide Buyer with an Illustrative Estimated Signing Statement, in the form of Schedule I-B, of the (i) undepreciated capital cost of each Undepreciated Asset or category of Undepreciated Assets, derived from the financial books and records of Seller, and prepared in good faith in accordance with the accounting principles, methodologies and policies approved by the Applicable Regulatory Authority and, to the extent not inconsistent therewith, in accordance with the Regulatory Methodologies, (ii) the Undepreciated Assets Closing Assumed Liability Amount, including the components thereof for each item of Indebtedness and each Assumed Undepreciated Assets Liability, and (iii) the aggregate Undepreciated Assets Purchase Price for the Undepreciated Assets, assuming an Undepreciated Assets Closing had occurred with respect to all of the Undepreciated Assets on such date, calculated in accordance with this Section 2.09(b).

(c) Closing Calculation. No less than ten (10) Business Days prior to the applicable anticipated Undepreciated Assets Closing Date, Seller will cause to be prepared and delivered to Buyer: (i) an updated version of Schedule 1.01 (Permitted Liens) and Schedule 2.02, prepared and delivered in accordance with Section 2.13, reflecting all Undepreciated Assets that are to be Transferred to Buyer on the Undepreciated Assets Closing Date (as it pertains to the Undepreciated Assets Closing, the "Final Updated Undepreciated Assets Schedule"), which Final Updated Undepreciated Assets Schedule shall replace any prior Updated Schedule and, upon delivery and acceptance by Buyer pursuant to, and subject to the provisions of, Section 2.13, shall become a part of this Agreement and (ii) a statement, prepared in the same format as the Illustrative Estimated Signing Statement (the "Estimated Undepreciated Assets Closing Statement"), as of the expected Undepreciated Assets Closing Date, with respect to the Undepreciated Assets to be purchased at such Undepreciated Assets Closing, of (A) the undepreciated capital cost of each such Undepreciated Asset or category of Undepreciated Assets, derived from the financial books and records of Seller as of the end of the most recently completed calendar month thereof, and prepared in good faith in accordance with the Regulatory Methodologies, (B) the Undepreciated Assets Closing Assumed Liability Amount, including the components thereof for each item of Indebtedness and each Assumed Undepreciated Assets Liability, and (C) the Undepreciated Assets Purchase Price for the applicable Undepreciated Assets, as of the expected Undepreciated Assets Closing Date, calculated in accordance with this Section 2.09(c).

(d) Access; Review Period. Seller shall, and shall cause its Representatives to, use its and their reasonable efforts to cooperate with Buyer and provide direct access to any information and documentation and other books and records, including work papers, and personnel and properties and other assets during normal business hours and upon reasonable notice to Seller,

to assist Buyer in its review of the Estimated Undepreciated Assets Closing Statement and the Final Updated Undepreciated Assets Schedule. Buyer shall have five (5) Business Days from the date on which all of the items described in Section 2.09(c) and all of the items described in Section 2.09(e) have been delivered to it and Seller has confirmed the delivery of all such items to Buyer in writing (such period, the “Estimated Undepreciated Assets Closing Statement Review Period”) to review the Estimated Undepreciated Assets Closing Statement and Final Updated Undepreciated Assets Schedule. Seller shall, and shall cause its Representatives to, upon request, provide Buyer with reasonable assistance in reviewing such statements, including by providing Buyer and its Representatives with access to such information (including any books and records) and personnel and Representatives of Seller as Buyer may reasonably request in connection with its review subject to, in the case of independent accountant work papers, Buyer entering into a customary release agreement with respect thereto; provided that Seller shall not be obligated to deliver any accountant work papers that such accounting firm does not consent to delivery thereof. Unless Buyer delivers written notice (an “Estimated Undepreciated Assets Closing Statement Dispute Notice”) to Seller on or prior to the last day of the Estimated Undepreciated Assets Closing Statement Review Period stating that it objects to any item or items shown or reflected on the Undepreciated Assets Closing Statement (which objections may only be based on (i) manifest arithmetic error, or (ii) any calculation not having been made in accordance with the Regulatory Methodologies, (the “Estimated Undepreciated Assets Closing Statement Disputed Items”), the Final Updated Undepreciated Assets Schedule shall be deemed final for purposes of determining the Undepreciated Assets Purchase Price to be paid by Buyer at the Undepreciated Assets Closing, subject to the adjustment in Section 2.12(f) and in Section 5.04. In the event of delivery of an Estimated Undepreciated Assets Closing Statement Dispute Notice by Buyer, senior executives of Buyer (including any Manager of Buyer not appointed by an Affiliate of Seller), on the one hand, and senior executives of Seller, on the other hand, shall attempt to resolve their differences arising from the Estimated Undepreciated Assets Closing Statement Disputed Items, and any resolution agreed by them in writing shall be final for purposes of determining the Undepreciated Assets Purchase Price to be paid by Buyer at the Undepreciated Assets Closing, subject to the adjustment in Section 2.12(f) and in Section 5.04; provided, however, that unless expressly agreed to in writing by Buyer, any such resolutions shall not modify or otherwise affect the rights of Buyer under Section 2.12, including the right to dispute any items. In the event that, for any reason, such senior executives are unable to amicably resolve all their differences in writing within ten (10) days (or such longer period as Buyer and Seller may agree in writing) following receipt of an Estimated Undepreciated Assets Closing Statement Dispute Notice (the “Pre-Closing Undepreciated Assets Resolution Period”), then the Undepreciated Assets Closing shall occur with Buyer paying Seller that portion of the Undepreciated Assets Purchase Price that is not in dispute, and the resolution of any remaining Estimated Undepreciated Assets Closing Statement Disputed Items shall be resolved pursuant to Section 2.12 and the Final Updated Undepreciated Assets Schedule delivered by Seller (as may be modified pursuant to the provisions of this Section 2.09(d)), shall be final for determining the Undepreciated Assets Purchase Price to be paid by Buyer at the Undepreciated Assets Closing, subject to the adjustment in Section 2.12(f) and in Section 5.05. Unless otherwise agreed in writing by Buyer and Seller, the Undepreciated Assets Closing shall not occur during the Pre-Closing Undepreciated Assets Resolution Period. Notwithstanding the foregoing, nothing in this Section 2.09(d) shall limit the right of Buyer or Seller to assert that any of the conditions in Section 6.01 or 6.02 have not been satisfied and, unless expressly waived by Buyer or Seller in

writing, no action taken (or failed to be taken) by Buyer or Seller pursuant to this Section 2.09(d) shall be deemed to be a waiver of such conditions.

Notwithstanding anything to the contrary contained herein, if an Undepreciated Assets Closing does not occur and this Agreement is terminated, unless required by any Law, Governmental Authority or compelled by a court of competent jurisdiction, Buyer agrees to return to Seller, or certify to Seller that it has destroyed, any materials Seller provides to Buyer in connection with the Undepreciated Assets to be Transferred in connection with the Undepreciated Assets Closing under this Section 2.09(d).

(e) Updated Undepreciated Assets Cost Statement; Closing Statement Support. Concurrently with the delivery of the Estimated Undepreciated Assets Closing Statement for the applicable Undepreciated Asset Closing, Seller shall deliver to Buyer the Updated Undepreciated Assets Cost Statement and shall also provide Buyer with: (i) a detailed report of charges to or expenses involving the applicable Undepreciated Assets incurred by Seller in the ordinary course of ownership of such Undepreciated Assets from inception, taken into account in calculating the Undepreciated Assets Purchase Price set forth on the Estimated Undepreciated Assets Closing Statement, detailing, at a minimum, total direct labor, labor overhead, contractor/consultant, material, general and administrative expenses and other charges, and attaching invoices, receipts, and other books, records and documentation supporting such expenses, and (ii) true and complete copies of all open purchase orders, together with a summary of major materials/contracting or consultant work purchased, amounts paid against open orders and balances owing against such orders.

(f) Prorations. To the extent permitted by applicable Law and the Regulatory Methodologies, the calculation of the undepreciated capital cost of any Undepreciated Asset pursuant to this Section 2.09 or Section 2.12 shall be made on the accrual basis of accounting, prorated from the end of the month immediately preceding the Undepreciated Assets Closing or, if available, the month immediately following, the Undepreciated Assets Closing.

#### Section 2.10 Closing Deliveries by Seller.

- (a) At the Land Rights Closing, Seller shall deliver (or cause to be delivered) to Buyer:
- (i) Each Conveyance Document, duly executed by Seller, necessary to Transfer the RTS Project Land Rights and for Buyer to assume the applicable Assumed RTS Project Land Rights Liabilities (and, subject to Section 2.06 hereof, by any other Person (other than Buyer) whose consent is necessary to so Transfer or assume);
  - (ii) a termination and release of the Existing Lease Agreement, in form and substance acceptable to Buyer, duly executed by Seller and O&R (the "Lease Termination Agreement");
  - (iii) a certificate of good standing of Seller in the State of New York;
  - (iv) a certificate of the secretary or other authorized officer of Seller, dated as of the Closing Date, and certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Seller in connection with the transactions contemplated by

this Agreement, any Ancillary Agreement, and all Conveyance Documents, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated by this Agreement, any Ancillary Agreement and any Conveyance Documents;

(v) the certificate required by Section 6.02(c);

(vi) a completed certification of non-foreign status pursuant to Section 1.1445 2(b)(2) of the Treasury Regulations, duly executed by Seller;

(vii) any mortgage release(s), affidavits, indemnities and information as Buyer's title insurance company shall reasonably require in order to insure Buyer's title to the RTS Project Land Rights to be Transferred in accordance with this Agreement; and

(viii) all such other documents, agreements, instruments, writing and certificates as Buyer may reasonably request and as are necessary for Seller to satisfy its obligations hereunder.

(b) At the Undepreciated Assets Closing, Seller shall deliver (or cause to be delivered) to Buyer:

(i) Each Conveyance Document, duly executed by Seller, necessary to Transfer the applicable Undepreciated Asset and for Buyer to assume the applicable Assumed Undepreciated Assets Liability (and, subject to Section 2.06 hereof, by any other Person (other than Buyer) whose consent is necessary to so Transfer or assume);

(ii) each Ancillary Agreement, duly executed by Seller;

(iii) a certificate of good standing of Seller in the State of New York;

(iv) a certificate of the secretary or other authorized officer of Seller, dated as of the Closing Date, and certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Seller in connection with the transactions contemplated by this Agreement, any Ancillary Agreement, and all Conveyance Documents, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated by this Agreement, any Ancillary Agreement and any Conveyance Documents;

(v) the certificate required by Section 6.02(c);

(vi) a completed certification of non-foreign status pursuant to Section 1.1445 2(b)(2) of the Treasury Regulations, duly executed by Seller; and

(vii) all such other documents, agreements, instruments, writing and certificates as Buyer may reasonably request and as are necessary for Seller to satisfy its obligations hereunder.

#### Section 2.11 Closing Deliveries by Buyer.

(a) At the Land Rights Closing, Buyer shall deliver (or cause to be delivered) to Seller:

(i) the Land Rights Purchase Price, as calculated pursuant to Section 2.08, in cash, by wire transfer of immediately available funds, to an account or accounts as directed by Seller in writing prior to the Land Rights Closing Date;

(ii) each Conveyance Document provided for in Section 2.10(a), duly executed by Buyer;

(iii) the Seller License Agreement;

(iv) a certificate of good standing of Buyer in the State of New York;

(v) a certificate of the secretary or other authorized Person on behalf of Buyer, dated as of the Land Rights Closing Date, and certifying that attached thereto are true and complete copies of all resolutions adopted by the Board of Managers of Buyer in connection with the transactions contemplated by the Transaction Agreements, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated by the Transaction Agreements;

(vi) the certificate required by Section 6.01(c); and

(vii) all such other documents, agreements, instruments, writings and certificates as Seller may reasonably request and as are necessary for Buyer to satisfy its obligations hereunder.

(b) At the Undepreciated Assets Closing, Buyer shall deliver (or cause to be delivered) to Seller:

(i) the applicable Undepreciated Assets Purchase Price, as calculated pursuant to Section 2.09, in cash, by wire transfer of immediately available funds, to an account or accounts as directed by Seller in writing prior to the Undepreciated Assets Closing Date;

(ii) each Ancillary Agreement, duly executed by Buyer;

(iii) each Conveyance Document provided for in Section 2.10(b), duly executed by Buyer;

(iv) a certificate of good standing of Buyer in the State of New York;

(v) a certificate of the secretary or other authorized Person on behalf of Buyer, dated as of the Undepreciated Assets Closing Date, and certifying that attached thereto are true and complete copies of all resolutions adopted by the Board of Managers of Buyer in connection with the transactions contemplated by the Transaction Agreements, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated by the Transaction Agreements;

(vi) the certificate required by Section 6.01(c); and

(vii) all such other documents, agreements, instruments, writings and certificates as Seller may reasonably request and as are necessary for Buyer to satisfy its obligations hereunder.



Section 2.12 Post-Closing Adjustment.

(a) No later than sixty (60) days after the Land Rights Closing, Seller shall cause to be prepared and delivered to Buyer a statement, prepared in the same format as the Estimated Land Rights Closing Statement (the “Land Rights Closing Statement”), as of the Land Rights Closing Date, of (i) the Land Rights Closing Assumed Liability Amount, including the components thereof for each item of Indebtedness and any Assumed RTS Project Land Rights Liability referenced in Section 2.01(i), (ii) the Fair Market Value of each RTS Project Land Right or category of RTS Project Land Rights Transferred to Buyer at the Land Rights Closing, as determined in accordance with Section 2.14 and the Regulatory Methodologies, and (iii) the Land Rights Purchase Price for the RTS Project Land Rights, as of the Land Rights Closing Date, calculated in accordance with Section 2.08.

(b) No later than sixty (60) days after the Undepreciated Assets Closing, Seller shall cause to be prepared and delivered to Buyer a statement, prepared in the same format as the Estimated Undepreciated Assets Closing Statement (the “Undepreciated Assets Closing Statement”), as of the Undepreciated Assets Closing Date, as applicable, of (i) the undepreciated capital cost of each Undepreciated Asset or category of Undepreciated Assets Transferred to Buyer at the Undepreciated Assets Closing, derived from the financial books and records of Seller and as of the end of the most recently completed calendar month immediately after the Undepreciated Assets Closing, and prepared in good faith in accordance with the Regulatory Methodologies, (ii) the Undepreciated Assets Closing Assumed Liability Amount, including the components thereof for each item of Indebtedness and any Assumed Undepreciated Assets Liability referenced in Section 2.02(c), and (iii) the Undepreciated Assets Purchase Price for the applicable Undepreciated Assets, as of the Undepreciated Assets Closing Date, calculated in accordance with Section 2.09. Concurrently with the delivery of the Undepreciated Assets Closing Statement for the Undepreciated Assets Closing, Seller shall deliver to Buyer the Updated Undepreciated Assets Cost Statement as of such Undepreciated Assets Closing and shall also provide Buyer any update to the information specified in Section 2.09(e).

(c) Buyer shall have ten (10) Business Days from the date on which the applicable Closing Statement is delivered to it (the “Review Period”) to review the Closing Statement. Seller shall, and shall cause its Representatives to, upon request, provide Buyer with reasonable assistance in reviewing such statements, including by providing Buyer and its representatives with access to such information (including any books and records) and personnel and Representatives of Seller as Buyer may reasonably request in connection with its review and, subject to, in the case of independent accountant work papers, Buyer entering into a customary release agreement with respect thereto *provided* that Seller shall not be obligated to deliver any accountant work papers that such accounting firm does not consent to delivery thereof. Unless Buyer delivers written notice to Seller on or prior to the last day of the Review Period stating that it objects to any item or items shown or reflected on the Closing Statement (which objections may only be based on (i) manifest arithmetic error, (ii) any calculation not having been made in accordance with the Regulatory Methodologies, (iii) that any asset or Liability reflected on the Final Updated Schedule is not a Purchased Asset or Assumed Liability as defined in this Agreement and should not have been Transferred or assumed at the applicable Closing, (iv) that the charges or expenses incurred by Seller for any Purchased Asset or Assumed Liability that are reflected in the Land Rights Purchase Price or the Undepreciated Assets Purchase Price, as the

case may be, were incorrectly billed or allocated to such Purchased Assets, or (v) that the Fair Market Value of any RTS Project Land Right contained in the Closing Statement is inconsistent with the Fair Market Value of such RTS Project Land Right in the regulatory filings approved by the NYPSC, and, in each case, providing a memorandum from Buyer's legal counsel specifying in detail the item or items to which it objects and the reasons therefor, including applicable legal precedent (such item or items, the "Disputed Items" and such notice, the "Dispute Notice"), the Closing Statement shall be deemed accepted by Buyer and, without limiting Section 5.08, the calculations set forth therein shall be final, binding and conclusive for all purposes of determining the True-Up Payment Amount in Section 2.12(f), if any.

(d) In the event of delivery of a Dispute Notice by Buyer, senior executives of Buyer (including a Manager of Buyer not appointed by an Affiliate of Seller), on the one hand, and senior executives of Seller, on the other hand, shall attempt to resolve their differences arising from the Disputed Items, and any resolution agreed by them in writing shall be final, binding and conclusive for all purposes of determining the True-Up Payment Amount in Section 2.12(f), if any. In the event that, for any reason, such senior executives are unable to amicably resolve all their differences in writing within ten (10) days (or such longer period as the Parties may agree in writing) following receipt of a Dispute Notice (the "Resolution Period"), any remaining Disputed Item not agreed in writing by the Parties shall be, unless the Parties have mutually agreed in writing on an alternative method of resolution of the Dispute prior to the end of the Resolution Period, submitted to a partner or senior employee of PriceWaterhouseCoopers LLC (the "Independent Accountant"); provided, however, that any remaining Disputed Item related to any matter addressed in Section 2.12(c)(iii) shall not be submitted to the Independent Accountant and, in such case, any such Purchased Asset or Closing Assumed Liability Amount as reflected in the Closing Statement shall be final, binding and conclusive for all purposes of determining the True-Up Payment Amount in Section 2.12(f), if any; provided, further, however, nothing in the foregoing shall limit the right of Buyer to commence an Action pursuant to Section 9.12 to resolve any such Disputed Item. If PriceWaterhouseCoopers LLC is unwilling or unable to serve as the Independent Accountant, each of Buyer and Seller will jointly select and retain a partner or senior employee of a nationally recognized accounting firm that is not the auditor or independent accounting firm of any of the Parties, who is a certified public accountant and is independent of the Parties and impartial, to serve as the Independent Accountant. If, after fifteen (15) days after the date PriceWaterhouseCoopers LLC informs the Parties that it is unable or unwilling to have a partner of the firm serve as the Independent Accountant, the Parties cannot mutually agree on an alternate arbiter, any Party may request the AAA to appoint as the Independent Accountant, within fifteen (15) days from the date of such request or as soon as practicable thereafter, a partner in an internationally recognized accounting firm that is not the auditor or independent accounting firm of any of the Parties, who is a certified public accountant and who is independent of the Parties and impartial. For the avoidance of doubt, the fact that any nationally recognized accounting firm serves as the auditor or independent accounting firm of any ultimate parent of a Member of Buyer (other than the Member appointed by an Affiliate of Seller) shall not by reason of such disqualify any partner or senior employee thereof from serving as the Independent Accountant. If, for any reason, the Parties are unable to agree on the Disputed Items within the Resolution Period, each of Buyer, on the one hand, and Seller, on the other hand, shall prepare separate written reports of such Disputed Items and deliver such reports to the Independent Accountant within twenty (20) days after the later of the expiration of the Resolution Period and the date the Independent Accountant is retained. The Parties shall use their respective reasonable efforts to cause the

Independent Accountant to, acting as an expert, as soon as practicable and in any event, barring exceptional circumstances, within thirty (30) days after receiving such written reports, determine the manner in which the Disputed Items shall be treated in the Closing Statements; provided, however, that the dollar amount of each item in dispute shall be determined within the range of dollar amounts proposed by Buyer, on the one hand, and Seller, on the other hand. The Parties acknowledge and agree that (i) the review by and determination of the Independent Accountant shall be limited to, and only to, the unresolved Disputed Items contained in the reports prepared and submitted to the Independent Accountant by the Parties and (ii) the determinations by the Independent Accountant shall be based solely on such reports submitted by the Parties and the basis for each Party's respective positions. Each Party agrees to enter into an engagement letter with the Independent Accountant containing customary terms and conditions for this type of engagement. The Parties shall use their commercially reasonable efforts to cooperate with and provide information and documentation, including work papers, to assist the Independent Accountant. Any such information or documentation provided by any Party hereto to the Independent Accountant shall be concurrently delivered to the other Party hereto, subject, in the case of independent accountant work papers, to such other Party entering into a customary confidentiality and release agreement with respect thereto. None of the Parties shall disclose to the Independent Accountant, and the Independent Accountant shall not consider for any purposes, any settlement discussions or settlement offers made by any of the Parties with respect to any objection under this Section 2.12. The determinations by the Independent Accountant as to the Disputed Items shall be in writing and shall be an expert determination that is final, binding and conclusive for all purposes of determining the adjustments in this Section 2.12, if any, and such determination may be entered and enforced in any court of competent jurisdiction. The fees, costs and expenses of retaining the Independent Accountant shall be borne by Buyer, on the one hand, and Seller, on the other hand, in proportion to those matters submitted to the Independent Accountant that are resolved against Buyer, on the one hand, and Seller, on the other hand, and the allocation of such fees, costs and expenses shall be so determined by the Independent Accountant.

(e) No later than the fifth (5th) Business Day immediately following the resolution of all Disputed Items (or, if there is no dispute, promptly after the Parties reach agreement on the Closing Statement), Seller shall revise the Closing Statement to reflect the resolution of any Disputed Items (as so revised, the "Final Closing Statement") and shall deliver a copy thereof to Buyer. Buyer shall have five (5) Business Days from the date on which the Final Closing Statement is delivered to it to review the Final Closing Statement solely for purposes of confirming that such statements accurately reflect the prior resolution of all matters set forth in the Dispute Notice either by mutual agreement of the Parties or by the Independent Accountant, as applicable. The calculations of the Land Rights Purchase Price as provided for in Section 2.08, or the Undepreciated Assets Purchase Price as provided for in Section 2.09, as the case may be, and the amount of any True-Up Payment Amount pursuant to Section 2.12(f), once accepted by Buyer in the manner provided by the preceding sentence, shall be referred to as the "Final Statement."

(f) Effective upon the end of the Review Period (if a timely Dispute Notice is not delivered), or upon the resolution of all matters set forth in the Dispute Notice either by mutual agreement of the Parties or by the Independent Accountant, the Parties shall make the following true-up payments:

(i) If the True-Up Payment Amount is positive, within two (2) Business Days of the determination thereof Buyer shall transfer to Seller the amount of such True-Up Payment Amount, together with interest thereon from and including the applicable Closing Date but not including the date of such transfer, computed at the Federal Funds Rate plus one hundred and fifty (150) basis points, by wire transfer of immediately available funds to an account or accounts designated in writing by Seller.

(ii) If the True-Up Payment Amount is negative, within two (2) Business Days of the determination thereof Seller shall transfer to Buyer an amount equal to the absolute value of such True-Up Payment Amount, together with interest thereon from and including the applicable Closing Date but not including the date of such transfer, computed at the Federal Funds Rate plus one hundred and fifty (150) basis points, by wire transfer of immediately available funds to an account or accounts designated in writing by Buyer.

(g) As used in Section 2.12(f) the “True-Up Payment Amount” shall mean an amount (which may be positive or negative) equal to the difference of the Land Rights Purchase Price or the Undepreciated Assets Purchase Price, as the case may be, reflected in the Final Statement, minus the Land Rights Purchase Price or the Undepreciated Assets Purchase Price, as the case may be, paid by Buyer to Seller at the applicable Closing.

(h) The Land Rights Purchase Price or the Undepreciated Assets Purchase Price, as the case may be, as reflected in the Final Statement, shall be allocated among the Purchased Assets Transferred to Buyer at the applicable Closing in accordance with applicable Tax Law.

#### Section 2.13 Updating of Schedules.

(a) Subject to Section 2.13(f), from the date of this Agreement until the applicable Closing, Seller shall update and deliver to Buyer at least monthly (and, within forty-five (45) days prior to the expected applicable Closing Date, as promptly as practicable upon Seller becoming aware of any material matter addressed in (x) and (y) below that would require a Proposed Schedule Update), the Schedules referenced in Section 1.01 (Permitted Liens), Section 2.01 and Section 2.02, together with, solely to the extent necessary, any update to any of the Schedules referenced in Article III (each, a “Proposed Schedule Update”), (w) to add any item to Schedule 1.01 (Permitted Liens) pursuant to Section 2.13(f), (x) to reflect the acquisition of any asset that would constitute a Purchased Asset, the entry into any Contract that would constitute an Assumed Contract, the assumption of any Liability that would constitute an Assumed Liability, the taking of any action (or the failure to take any action) or the occurrence of any event, fact or circumstance, that would have been disclosed by Seller on such Schedules if such acquisition, entry, assumption, action, inaction, or occurrence had occurred prior to the date of this Agreement, and (y) to remove an item from any Schedule to correct any manifest error of any item listed on any such Schedule that does not correspond to the specific description of any of the Undepreciated Assets, RTS Project Land Rights, Assumed Undepreciated Assets Liabilities, or Assumed RTS Project Land Rights Liabilities or otherwise was not intended by the Parties to be a Purchased Asset or an Assumed Liability, or to correct the Land Rights Purchase Price or the Undepreciated Assets Purchase Price if not correctly calculated in accordance with the Regulatory Methodologies

(collectively, an “Updated Disclosure Item”); provided, however, that, with respect to clause (x) above, without the consent of Buyer, Seller may only include an Updated Disclosure Item if such acquisition, entry, assumption, action, inaction or occurrence: (i) substantially corresponds to a specific description of any of the Undepreciated Assets contained in Section 2.02(a), or to a specific description of a RTS Project Land Right contained in Section 2.01(a), Section 2.01(b), Section 2.01(c), Section 2.01(d), Section 2.01(e), Section 2.01(f), Section 2.01(g) or Section 2.01(h); (ii) was in the ordinary course of the conduct, operation or use of the Undepreciated Assets or RTS Project Land Rights; and (iii) (A) did not arise out of or result from Seller breaching any provision of this Agreement or any Ancillary Agreement or from Seller materially violating any applicable Law and (B) was not the result of the failure of Seller to conduct, operate or use the Undepreciated Assets reasonably and in accordance with Good Utility Practice.

(b) Buyer shall have ten (10) Business Days (five (5) Business Days if within forty-five (45) days prior to the expected applicable Closing Date) (any such period, the “Schedule Review Period”) to review the Proposed Schedule Update and each Updated Disclosure Item, including the Proposed Schedule Update that will be the Final Updated Land Rights Schedule to be delivered to Buyer pursuant to Section 2.08(c) and the applicable Final Updated Undepreciated Assets Schedule to be delivered to Buyer pursuant to Section 2.09(c). Seller shall, and shall cause its Representatives to, upon request, provide Buyer and its Representatives reasonable assistance in reviewing the Proposed Schedule Update, including providing Buyer and its Representatives with access to such information (including any books and records) and personnel and Representatives of Seller as Buyer may reasonably request in its review and, subject to, in the case of independent accountant work papers, Buyer entering into a customary release agreement with respect thereto.

(c) Unless Buyer delivers written notice to Seller (a “Schedule Dispute Notice”) on or prior to the last day of the Schedule Review Period stating that it objects to any Updated Disclosure Item contained therein, and specifying in reasonable detail the item or items to which it objects and the reasons therefor (such item or items, “Disputed Schedule Items”), the Proposed Schedule Update shall be deemed to have updated the applicable Schedules referenced in Section 1.01 (Permitted Liens), Section 2.01 and Section 2.02 and any of the Schedules referenced in Article III as specified in the Proposed Schedule Update (any such Schedule, an “Updated Schedule”).

(d) Subject to Section 2.13(f), in event of delivery of a Schedule Dispute Notice by Buyer, senior executives of Buyer (including a Manager of Buyer not appointed by an Affiliate of Seller), on the one hand, and senior executives of Seller, on the other hand, shall attempt to resolve their differences arising from the Disputed Schedule Items, and any resolution agreed by them in writing shall be deemed to have updated the applicable Schedules referenced in Section 1.01 (Permitted Liens), Section 2.01 and Section 2.02 and any of the Schedules referenced in Article III as specified in such writing (any such Schedule, also an “Updated Schedule”). In the event that, for any reason, such senior executives are unable to amicably resolve all their differences in writing within ten (10) days (or such longer period as the Parties may agree in writing) following receipt of a Schedule Dispute Notice (such period, the “Schedule Dispute Review Period”), Buyer shall have the right to commence an Action pursuant to Section 9.12 to resolve such Disputed Schedule Item; provided, however, that if Buyer does not exercise such right within ten (10) Business Days, any remaining Disputed Schedule Items after the Schedule

Dispute Review Period shall be deemed to have updated the applicable Schedules referenced in Section 2.01 and Section 2.02 and any of the Schedules referenced in Article III as specified in the Proposed Schedule Update (any such Schedule, also an “Updated Schedule”).

(e) Notwithstanding anything in this Section 2.13 to the contrary, nothing in this Section 2.13 (i) shall limit Section 5.08 or (ii) shall effect or modify (A) the representations and warranties of Seller contained in Article IV or the closing condition in Section 6.02(a) except as expressly set forth in such Updated Schedule, or (B) the rights of Buyer under Section 2.08, Section 2.09, and Section 2.12, including the right to dispute items thereunder.

(f) Notwithstanding anything in this Section 2.13 to the contrary, any Proposed Schedule Update by Seller to update the Schedule referenced in Section 1.01 (*Permitted Liens*) to include a Lien as a scheduled Permitted Lien in clause (e) of the definition of Permitted Lien shall be subject to the approval of Buyer, in its sole discretion. If Buyer delivers a timely Schedule Dispute Notice pursuant to Section 2.13(c) with respect to such Proposed Schedule Update, such Proposed Schedule Update (with respect to the matters not approved by Buyer) shall not be deemed to be an Updated Schedule and such Lien giving rise to such Proposed Schedule Update shall not be considered a Permitted Lien. Nothing in the foregoing shall prevent the RTS Project Land Rights encumbered by such Lien from being a Deferred Asset or a Required Asset pursuant to Section 2.06.

(g) Any Updated Schedule made pursuant to and in compliance with this Section 2.13 shall be deemed to have updated the applicable Schedule set forth in such Updated Schedule as of the date of this Agreement for purposes of any representation and warranty made by the parties pursuant to Article III and Article IV.

#### Section 2.14 RTS Project Land Rights.

(a) Pursuant to and subject to the conditions of Section 5.01(a), prior to the Land Rights Filing Date, Seller shall have the right, in consultation with Buyer, to determine (i) which Land Rights owned, leased or otherwise held by Seller that are related to the RTS Project will be Transferred to Buyer, (ii) whether any such Land Right will be Transferred as a Fee Interest, a Lease, a License, an Easement, or Easement Apportionment, and (iii) whether any buildings, fixtures, structures and improvements erected or located owned or leased by Seller on any RTS Project Land Right and related to the RTS Project will be Transferred to Buyer or otherwise retained by Seller and, in each case, deliver a Proposed Schedule Update with respect to such determinations; provided, however, that, without the consent of Buyer, Seller may not include any Land Right or other asset pursuant to this Section 2.14(a) that is not related to the RTS Project. Notwithstanding anything in Section 2.13 to the contrary, Buyer shall not have the right to dispute any determination by Seller that is in compliance with this Section 2.14(a).

(b) Prior to the Land Rights Filing Date, Seller’s Expert shall prepare a valuation report setting forth Seller’s Expert’s opinion of the Fair Market Value of the RTS Project Land Rights as of September 27, 2021 (“Seller’s Valuation”). Seller’s Valuation shall be delivered to Buyer within ten (10) days of receipt by Seller and shall be included in the filings with the NYPSC in connection with the approvals contemplated in Section 6.01(d) and Section 6.02(d).

(c) Prior to the Land Rights Filing Date, Buyer's Expert shall prepare a valuation report setting forth Buyer's Expert's opinion of the Fair Market Value of the RTS Project Land Rights as of August 12, 2021 ("Buyer's Valuation"). Buyer's Valuation shall be delivered to Seller within ten (10) days of receipt by Buyer and shall be included in the filings with the NYPSC in connection with the approvals contemplated in Section 6.01(d) and Section 6.02(d).

(d) Within ten (10) days after the later of delivery of Buyer's Valuation and delivery of Seller's Valuation, senior executives of Buyer (including a Manager of Buyer not appointed by an Affiliate of Seller), on the one hand, and senior executives of Seller, on the other hand, shall use their good faith efforts to resolve their differences arising from any variance in the Fair Market Value between Buyer's Valuation and Seller's Valuation within the following twenty (20) days, and any resolution agreed by them in writing shall be final, binding and conclusive for all purposes of determining the Fair Market Value of the RTS Project Land Rights, except as may be modified in an order by the NYPSC.

(e) In the event that, for any reason, Buyer and Seller are unable to amicably resolve all their differences in writing within the twenty (20) day period set forth in Section 2.14(d) above (or such longer period as the Parties may agree in writing), the President of Buyer and the Chief Financial Officer of Seller, shall resolve their differences arising from any variance in the fair market value between Buyer's Valuation and Seller's Valuation within the following twenty (20) days, and such resolution agreed by them in writing shall be final, binding and conclusive for all purposes of determining the Fair Market Value of the RTS Project Land Rights.

### **ARTICLE III**

#### **REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants to Buyer as of the date hereof and as of each Closing Date, unless otherwise specified, as follows:

Section 3.01 Organization and Good Standing. Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of New York and is duly qualified to do business and is in good standing in all jurisdictions in which the nature of its business or properties makes such qualification necessary. Seller has the necessary corporate power and authority to own its properties, to carry on its business as now being conducted.

Section 3.02 Authority. Seller has the right, power and authority to enter into this Agreement, any Ancillary Agreement and each Conveyance Document and to perform its obligations hereunder and thereunder and, subject to the conditions set forth herein, to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement, any Ancillary Agreement and each Conveyance Document and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of Seller. This Agreement has been duly executed and delivered by Seller, and constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles, regardless of whether enforceability is sought in a proceeding

in equity or at law (the “Bankruptcy and Equity Exceptions”). Each Ancillary Agreement and each Conveyance Document when executed and delivered by Seller and the other Parties thereto, will constitute the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with their terms subject to the Bankruptcy and Equity Exceptions.

Section 3.03 Consents and Approvals; No Conflict.

(a) Except for any required filings with and approvals of applicable Governmental Authorities (as set forth in Section 6.01(d) hereof) and the other approvals and notices identified on Schedule 6.02(e), no filing or registration with, and no Permit, authorization, consent, order or approval of, any Governmental Authority is necessary or required in connection with the execution and delivery of this Agreement, any Ancillary Agreement or any Conveyance Document by Seller or the consummation by Seller of the transactions contemplated hereby or thereby.

(b) Subject to making the filings and receipt of the approvals referenced in Section 3.03(a), neither the execution, delivery and performance of this Agreement, any Ancillary Agreement and each Conveyance Document, nor the consummation of the transactions contemplated hereby and thereby will violate, breach or conflict with (or, in the case of clause (iii) below, give rise to a material default or right of cancellation, termination, acceleration or increased cost under or impose any Lien (other than a Permitted Lien) on), (i) the Organizational Documents of Seller, (ii) any Law applicable to Seller or any Affiliate of Seller or any of its or their respective assets or businesses or (iii) subject to obtaining the third party consents identified on Schedule 3.03(b) hereto, any material agreement or instrument applicable to or binding upon Seller or any of its assets, except, in the case of clauses (ii) and (iii) above, for such violations, breaches, conflicts, defaults, rights, increased costs, or Liens that, individually or in the aggregate, are not reasonably expected to have a material adverse effect on the Buyer’s development of the RTS Project, or prevent or materially delay, the consummation of the transactions contemplated hereby.

Section 3.04 Litigation. There are no actions, disputes, claims, suits, complaints, mediations, arbitrations, investigations or other proceedings pending before any Governmental Authority (excluding the Applicable Regulatory Authorities) or, to the Knowledge of Seller, threatened against or affecting Seller that relate to any Purchased Asset that would, if adversely determined, have a material adverse effect on the Purchased Assets or on Seller’s ability to perform its obligations hereunder, under any Ancillary Agreement or any Conveyance Document, or on the validity or enforceability of this Agreement, or any Ancillary Agreement or any Conveyance Document.

Section 3.05 Purchased Assets.

(a) Subject to obtaining the consents in Section 3.03(b), Sections 6.01(d) and 6.02(d) and Schedule 6.02(e), immediately after the Land Rights Closing, to the Knowledge of Seller, Buyer’s interest in the RTS Project Land Rights shall be free and clear of all Liens (other than Permitted Liens).

(b) As of the date of this Agreement and the Undepreciated Assets Closing



Date, the Undepreciated Assets constitute all of the assets (other than any RTS Project Land Rights) that Seller and its Affiliates have developed, owned, leased or in which Seller has an interest as of such date that are related to the Undepreciated Assets, except for such assets that are expressly contemplated to be retained by Seller pursuant to Section 2.03.

(c) Subject to obtaining the Undepreciated Assets at the Undepreciated Assets Closing Date and the receipt of the approvals referenced in Section 3.03, and taking into account the services and other benefits to be provided pursuant to any Ancillary Agreement, Buyer will have the necessary rights to own the Undepreciated Assets immediately after the Undepreciated Assets Closing Date in a manner substantially consistent with Seller's ownership of the Undepreciated Assets immediately prior to the Undepreciated Assets Closing Date (subject to such changes resulting from any approval specified in Section 3.03(a) in any order by a Government Authority).

(d) Prior to and from the date of this Agreement through the Undepreciated Assets Closing Date, Seller has conducted, operated and used the Undepreciated Assets in accordance with Good Utility Practice, except for where the failure to do so would not reasonably be expected to have a material adverse effect on the Undepreciated Assets.

(e) Except as would not reasonably be expected to have a material adverse effect on RTS, and subject to obtaining the consents in Section 3.03(b), immediately after the Undepreciated Assets Closing, Buyer will have good and valuable title to or a valid right to own the Undepreciated Assets so purchased free and clear of all Liens (other than Permitted Liens).

(f) Except as set forth on Schedules 3.05(f), 6.02(f), 3.03 (b) or Section 6.01(d) and 6.02(d) as of the Land Rights Closing Date (with respect to the RTS Project Land Rights) and the Undepreciated Assets Closing Date (with respect to the Undepreciated Assets), except for those rights granted by this Agreement, any Transaction Agreement or any Conveyance Document, no Person has any rights to acquire, use or lease all or any portion of any Purchased Asset owned or otherwise held by Seller as of such dates, or obtain any interest therein (other than any rights pursuant to a Permitted Lien), and no Person has any outstanding options, rights of first refusal or first offer or rights of reverter, or any other similar rights with respect to any Undepreciated Assets and no Person has any outstanding options, rights of first refusal or first offer or rights of reverter, or any other similar rights with respect to any of the RTS Project Land Rights.

(g) To the Knowledge of Seller, there are no third-party occupations that materially restrict or interfere with Seller's existing operations on, in or under the Real Properties.

Section 3.06 Environmental Information. As of the date of this Agreement (with respect to any Purchased Assets identified and scheduled as of such date) and as of each applicable Closing Date, Seller has provided to Buyer all Environmental Information in its possession or under its control as of such dates that is related to the RTS Project (including any RTS Project Land Rights to be conveyed under this Agreement) or the Undepreciated Assets to be Transferred on the applicable Closing Date.

Section 3.07 Undepreciated Capital Cost; Closing Assumed Liability Amount.

(a) The undepreciated capital cost of each Purchased Asset or category of Purchased Assets (other than RTS Project Land Rights) contained in the Illustrative Estimated Signing Statement (i) was prepared in good faith by Seller and was derived from Seller's financial books and records, and (ii) presents fairly, in all material respects, the undepreciated capital cost of each such Purchased Asset or category of Purchased Assets as of the dates stated in the Illustrative Estimated Signing Statement. When delivered in accordance with the terms of this Agreement, the undepreciated capital cost of each Purchased Asset or category of Purchased Assets (other than RTS Project Land Rights) that will be contained in the Illustrative Estimated Signing Statement and the Closing Statement, (A) shall have been prepared in good faith by Seller and shall have been derived from Seller's financial books and records, and (B) shall present fairly, in all material respects, the undepreciated capital cost of each such Purchased Asset or category of Purchased Assets as of the dates stated in the Illustrative Estimated Signing Statement or the Closing Statement, as applicable.

(b) The Closing Assumed Liability Amount contained in the Illustrative Estimated Signing Statement for each item of Indebtedness and any Assumed Liability referenced in Section 2.01(i) and/or 2.02 (c), (i) was prepared in good faith by Seller and was derived from Seller's financial books and records and (ii) presents fairly, in all material respects, the Closing Assumed Liability Amount as of such dates stated in the Illustrative Estimated Signing Statement. When delivered in accordance with the terms of this Agreement, the Closing Assumed Liability Amount that will be contained in the Illustrative Estimated Signing Statement and the Closing Statement (A) shall have been prepared in good faith by Seller and shall have been derived from Seller's financial books and records and (B) shall present fairly, in all material respects, the Closing Assumed Liability Amount as of such dates stated in the Illustrative Estimated Signing Statement or the Closing Statement, as applicable.

Section 3.08 Compliance With Laws. Except as would not reasonably be expected to have a material adverse effect on the Undepreciated Assets, the conduct, operation and use of the Undepreciated Assets have been in compliance with all applicable Laws.

Section 3.09 Assumed Contracts.

(a) As of the date of this Agreement and the applicable Closing Date, each Assumed Contract to be assumed by Buyer at the applicable Closing , is a legal, valid and binding obligation of, and enforceable against Seller and, to the Knowledge of Seller, each other party thereto, and is in full force and effect in accordance with its terms, except for (i) terminations or expirations at the end of the stated term in the ordinary course of business consistent with past practice or (ii) such failures to be legal, valid and binding or to be in full force and effect that would not reasonably be expected, individually or in the aggregate, to have a material adverse effect on the RTS Project, in each case, subject to the Bankruptcy and Equity Exceptions.

(b) As of the date of this Agreement and the applicable Closing Date, Seller is in compliance with all terms and requirements of each Assumed Contract, and no event has occurred, with notice or passage of time, or both that would constitute a breach or default by Seller under any such Assumed Contract, and, to the Knowledge of Seller, no other party to any Assumed Contract is in breach or default (or has any event occurred which, with the notice or the passage of time, or both, would constitute such a breach or default) under any Assumed Contract, except

in each case where such violation, breach, default or event of default would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the RTS Project or on any rights, claims and warranties to be Transferred to and Accepted by Buyer with respect to such Assumed Contract.

(c) None of the Assumed Contracts purports to limit or otherwise restrict the ability of Buyer or any of the members of Buyer (or any of their respective Affiliates) in any material respects to compete or otherwise engage in any business or contains exclusivity or non-solicitation provisions (other than exclusivity with respect to non-solicitation provisions limited to the solicitation or hiring of the counterparties' employees that would be binding only to Buyer and not any member of Buyer or any of their respective Affiliates).

(d) No Affiliate of Seller is a party to any Assumed Contract or has any economic interests in any Assumed Contract separate from the interest of Seller in such Assumed Contract.

(e) Seller has, prior to the date of this Agreement, provided true and complete copies of each Assumed Contract existing as of the date of this Agreement and, prior to the applicable Closing Date, shall have provided true and complete copies of all Assumed Contracts as of such date.

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as of the date hereof and as of each Closing Date as follows:

Section 4.01 Organization and Good Standing. Buyer is duly organized, validly existing and in good standing under the laws of the State of New York and is duly qualified to do business and is in good standing in all jurisdictions in which the nature of its business or properties makes such qualification necessary. Buyer has the necessary limited liability company power and authority to own its properties, to carry on its business as now being conducted and as proposed to be conducted.

Section 4.02 Authority. Buyer has the right, power and authority to enter into this Agreement any Ancillary Agreement and each Conveyance Document to which it is Party and to perform its obligations hereunder and thereunder and, subject to the conditions set forth herein, to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement, any Ancillary Agreement and each Conveyance Document to which it is Party and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary limited liability company action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer, and constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the Bankruptcy and Equity Exceptions. Any Ancillary Agreement and each Conveyance Document to which it is Party, when executed and delivered by Buyer and the other Parties thereto, will constitute the legal, valid and

binding obligation of Buyer, enforceable against Buyer in accordance with their terms, subject to the Bankruptcy and Equity Exceptions.

**Section 4.03 Consents and Approvals; No Conflict.**

(a) Except for any required filings with and approvals of applicable Governmental Authorities (as set forth in Section 6.02(d) hereof) and the other approvals and notices identified on Schedule 6.02(e), no filing or registration with, and no permit, authorization, consent, order or approval of, any Governmental Authority is necessary or required in connection with the execution and delivery of this Agreement or any Ancillary Agreement by Buyer or the consummation by Buyer of the transactions contemplated hereby or thereby.

(b) Subject to making the filings and receipt of the approvals in referenced in Section 4.03(a), neither the execution, delivery and performance of this Agreement, any Ancillary Agreement and each Conveyance Document, nor the consummation of the transactions contemplated hereby and thereby, will violate, breach or conflict with (or, in the case of clause (iii) below, give rise to a material default or right of cancellation, termination, acceleration or increased cost under or impose any Lien on (other than a Permitted Lien)), (i) the Organizational Documents of Buyer, (ii) any Law applicable to Buyer or any Affiliate of Buyer or any of its or their respective assets or businesses, or (iii) any material agreement or instrument applicable to or binding upon Buyer or any of its assets, except, in the case of clauses (ii) and (iii) above, for such violations, breaches, defaults, rights, increased costs, or Liens that, individually or in the aggregate, are not reasonably expected to have a material adverse effect on, or prevent or materially delay, the consummation of the transactions contemplated hereby.

**Section 4.04 Litigation.** There are no actions, disputes, claims, suits, complaints, mediations, arbitrations, investigations or other proceedings pending before any Governmental Authority (excluding the Applicable Regulatory Authorities) or, to the Knowledge of Buyer, threatened against or affecting Buyer that would, if adversely determined, have a material adverse effect on the Purchased Assets or on Buyer's ability to perform its obligations hereunder or under any Ancillary Agreement, or on the validity or enforceability of this Agreement or any Ancillary Agreement or any Conveyance Document to which it is a party.

**Section 4.05 Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE III, BUYER ACKNOWLEDGES THAT ALL OF THE PURCHASED ASSETS ARE BEING SOLD TO BUYER "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AND THAT SELLER IS NOT MAKING ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF, OR TITLE TO, THE PURCHASED ASSETS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. BUYER IS A SOPHISTICATED PARTY AND HAS CONDUCTED ITS OWN DUE DILIGENCE INVESTIGATION OF THE PURCHASED ASSETS AND THE ASSUMED LIABILITIES. ANY WARRANTIES PROVIDED BY MANUFACTURERS, ENGINEERS, LICENSORS OR OTHER THIRD PARTIES RELATED TO OR INCLUDED AMONG THE PURCHASED ASSETS DO NOT CONSTITUTE WARRANTIES OF SELLER AND SELLER

MAKES NO REPRESENTATION OR WARRANTY REGARDING THE VALIDITY OR ENFORCEABILITY OF SUCH WARRANTIES.

## ARTICLE V

### COVENANTS

#### Section 5.01 Governmental and Other Consents and Approvals.

(a) Upon the terms and subject to the conditions of this Agreement, each of the Parties shall cooperate with the other and use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective, as soon as practicable after the date of this Agreement, the transactions contemplated by this Agreement, any Ancillary Agreement and the Conveyance Documents. Without limiting the generality of the foregoing, upon the terms and subject to the conditions of this Agreement, from the date of this Agreement until the date of the final Undepreciated Assets Closing, each of the Parties shall use commercially reasonable efforts to: (i) promptly prepare and file all necessary documentation to effectuate all necessary filings, applications, notices, petitions and other documents, and otherwise to seek and obtain (and take all such other actions as may be required or requested by any Governmental Authority to seek and obtain, including promptly complying with any reasonable information or document requests from any Governmental Authority) all authorizations, consents, approvals and orders of, or exemptions or non-oppositions by, any Governmental Authority required to be obtained or made by Seller or Buyer in connection with this Agreement, any Ancillary Agreement or the Conveyance Documents or the taking of any action contemplated hereby or thereby; (ii) avoid the entry of, or effect the dissolution of, any decree, order, judgment, injunction, temporary restraining order or other order in any suit or proceeding (each, an “Order”) that would otherwise have the effect of preventing or materially delaying the consummation of the transactions contemplated by this Agreement; and (iii) defend any lawsuits or other legal or regulatory proceedings, whether judicial or administrative, challenging this Agreement, any Ancillary Agreement, the Conveyance Documents or the transactions contemplated hereby or thereby, whether brought by a Governmental Authority or any third party. The Parties shall provide to any Governmental Authority notice of any actions under this Agreement that are required by applicable Law. In connection with the foregoing, Buyer shall have the right to review and approve in advance all characterizations of the information relating to the Purchased Assets or Buyer, on the one hand, and Seller shall have the right to review and approve in advance all characterizations of the information relating to Seller or the Purchased Assets, on the other hand, which appear in any filing made with any Governmental Authority in connection with the transactions contemplated by this Agreement, such approvals not to be unreasonably withheld, delayed or conditioned, in each case in a manner that protects attorney-client or attorney-work-product privilege. The Parties shall consult with one another with respect to the obtaining of all such approvals of Governmental Authorities and shall keep each other informed of the status thereof. The Parties will coordinate and cooperate fully with each other in exchanging such information and providing such assistance as each may reasonably request of the other in connection with the foregoing. Notwithstanding the foregoing, no Party shall be required to take any action (or not take any action) pursuant to this Section 5.01(a) that would cause any conditions to closing of such Party in Article VI not to be satisfied.

(b) Each Party agrees to cooperate and use commercially reasonable efforts to assist the other Party in obtaining any consent and approval (other than any Governmental Approvals) that may be required to be obtained by such Party in connection with the transactions contemplated hereby (in accordance with Schedules 3.03(b) and 6.02(f)); provided, however, that Seller shall not be required to compensate any third party in any material amount, commence or participate in litigation or offer or grant any material accommodation (financial or otherwise) to any third party to obtain any such consent or approval unless Buyer agrees to compensate Seller for the costs incurred by Seller in connection therewith. Notwithstanding the foregoing, in the event any such consent or approval is required for any matter arising out of or related to: (i) Seller's breach by any agreement, covenant, representation or warranty in this Agreement, or (ii) any interest in the Real Properties granted by Seller in violation of Section 5.09, Seller shall be required to compensate Buyer for any additional costs imposed on Buyer to obtain any such third party consents attributable to and directly arising from any such breach.

#### Section 5.02 Access to Purchased Assets.

(a) Seller shall, from the date hereof until the Undepreciated Assets Closing Date, allow Buyer and its designees (subject to their compliance with Seller's safety and security procedures and provided they are accompanied by one or more escorts of Seller) access at reasonable times and places to any and all of the Purchased Assets for the purpose of inspecting the same, to the extent permitted by applicable Law, for any reasonable purpose related to this Agreement or any Conveyance Document; provided that any books and records or other information that is subject to an attorney-client or other legal privilege or obligation of confidentiality or non-disclosure shall not be made so accessible (provided that in any such event Seller shall notify Buyer in reasonable detail of the circumstances giving rise to any such privilege or obligation and use commercially reasonable efforts to seek to permit disclosure of such information, to the extent possible, in a manner consistent with such privilege or obligation). Notwithstanding anything to the contrary contained herein, if a Closing does not occur and this Agreement is terminated, unless required by any Law or Governmental Authority or compelled by a court of competent jurisdiction, Buyer agrees to return to Seller, or certify to Seller that it has destroyed, any materials Seller provides to Buyer in connection with this Section 5.02.

(b) Buyer shall indemnify, defend and hold harmless Seller and Seller Indemnified Parties from and against any and all Losses suffered or incurred by any of them as a result of, or arising out of, such access, including for personal injury (including death) or damage to property (including under Environmental Law), except to the extent such Loss is the result of, or arising out of, the gross negligence or willful misconduct of any Seller Indemnified Party.

(c) Without limiting the foregoing, Buyer shall have the right, at its own cost and expense, to undertake Phase I and Phase II environmental investigations of the Purchased Assets prior to the Land Rights Closing. Subject to the performance by Seller of its obligations under this Agreement, Buyer shall use reasonable best efforts to conclude such investigations within one-hundred eighty (180) days after delivery by Seller to Buyer of substantially sufficient information regarding the RTS Project Land Rights necessary to commence such investigations. Seller shall reasonably cooperate with Buyer with respect to such investigations and shall provide to Buyer, at Buyer's request, readily available information in its possession to assist with such investigations, including information that may be necessary to properly conduct any surface or

subsurface sampling at the Purchased Assets. Buyer shall indemnify and hold Seller harmless for any damage or loss caused by such investigations, excluding damages caused by Seller's negligence, intentional misconduct or failure to provide Buyer with readily available Environmental Information in its possession.

(d) Seller shall provide to Buyer all Environmental Information in its possession or under its control, or that comes into its possession or comes under its control, at any time after the date of this Agreement until the Land Rights Closing Date that is related to the RTS Project (including any RTS Project Land Rights to be conveyed under this Agreement) or the Undepreciated Assets Closing Date that is related to the Undepreciated Assets being Transferred at the Undepreciated Assets Closing Date.

**Section 5.03 Title Insurance.** Promptly after the date hereof or the receipt of an Updated Schedule with respect to any RTS Project Land Right, at Buyer's expense, Buyer shall obtain current ALTA surveys and a commitment from a title company authorized to do business in New York State to issue an owner's policy of title insurance insuring such Fee Interests to be acquired by Buyer (the "Title Insurance Commitments") and current ALTA surveys and reports of title (the "Title Reports") with respect to any RTS Project Land Right comprised of any Easements, Leases or Licenses to be acquired by Buyer. Seller shall reasonably cooperate with Buyer's efforts to obtain such ALTA surveys, Title Insurance Commitments and Title Reports. Buyer shall then have the right, in its sole discretion, on or before 5:00 pm on January 31, 2022 to make written objection (the "Objection Notice") to title or survey matters regarding any such RTS Project Land Right that are Liens (other than Permitted Liens) or any matters required to be cured or removed by the NYPSC or other Governmental Authority. Such notice must specify the reason such matter(s) are not satisfactory and the curative steps necessary to remove the basis for Buyer's disapproval of same. The Parties shall make such arrangements or take such steps as they shall mutually agree to satisfy Buyer's title objection(s); provided, however, that Seller shall reasonably cooperate with Buyer but shall have no obligation whatsoever to expend or agree to expend any funds, to undertake or agree to undertake any obligations, or otherwise to attempt to cure or agree to attempt to cure any objections, except such objections as are made with respect to (a) any matters first appearing of record after the Objection Notice and voluntarily created by Seller without the consent of Buyer, (b) any matters affecting title to such RTS Project Land Right which were not voluntarily created by Seller but which may be satisfied by the payment of money not to exceed the Purchase Price, or (c) any matters required to be cured or removed by the NYPSC or other Governmental Authority (collectively, "Title Matters"). Notwithstanding the foregoing, Buyer shall be solely responsible for any and all costs, including reasonable administrative costs incurred by Seller in curing such Title Matters. Should Buyer and Seller fail to mutually satisfy Buyer's objections before the applicable Closing, then Buyer may elect in writing to either accept such Title Matter or to treat such RTS Project Land Right as a Deferred Asset pursuant to Section 2.06, provided that no such election to treat such RTS Project Land Right as a Deferred Asset will be deemed to have caused the Closing conditions in Section 6.02(a), Section 6.02(f)(ii) or Section 6.02(j) to have been satisfied unless, after giving effect to the foregoing and the provisions of Section 2.06, Buyer, without being in breach of applicable Law or the applicable Contract, will be able to acquire the RTS Project Land Rights. Objections regarding Title Matters, other than any matters first appearing of record after the Objection Notice and voluntarily created by Seller without the consent of Buyer, (x) that are not included in a timely Objection Notice given by Buyer

to Seller, or (y) to which a timely Objection Notice was given but which Buyer has agreed in writing to accept, shall be considered Permitted Liens.

Section 5.04 Casualty; Condemnation.

(a) Subject to Section 5.04(c), if any Purchased Asset is damaged by fire or other casualty at or prior to the applicable Closing for such Purchased Asset (a “Casualty Event”), such Purchased Asset shall be Transferred at the Closing and the Land Rights Purchase Price or the applicable Undepreciated Assets Purchase Price, as the case may be, shall not be adjusted; provided that (i) Buyer shall receive an assignment of all right, title and interest in and to any insurance proceeds relating to such Casualty Event (after deducting any costs and expenses incurred by Seller in connection with pursuing the underlying claim) and (ii) Seller shall remain liable to pay Buyer any additional amounts necessary (either as a consequence of the application of deductibles, self-insurance or otherwise of Seller) to complete restoration; provided, further, however, that Seller’s maximum obligation (including any insurance proceeds) to restore such Purchased Asset shall not exceed the undepreciated capital cost or Fair Market Value, as applicable, of such Purchased Asset, as reflected in the Final Statement.

(b) In the event that any Purchased Asset is subject to condemnation or taking by eminent domain in any Action settled, consented to or finally adjudicated prior to the applicable Closing Date, such Purchased Asset shall not be conveyed to Buyer at the Closing (and the Land Rights Purchase Price or the applicable Undepreciated Assets Purchase Price, as the case may be, shall be adjusted accordingly), and Seller shall be entitled to any compensation, payment or other relief in connection therewith; provided that an underlying Action shall be considered finally adjudicated when an order determining any compensation, payments or other relief to be paid with respect to such Action has been issued by a court of competent jurisdiction and has become nonappealable.

(c) Notwithstanding anything in Section 5.04(a) and Section 5.04(b) to the contrary, Buyer shall have the right to terminate this Agreement pursuant to Section 8.01(f) by giving a written termination notice to Seller no later than thirty (30) days following the Casualty Event if such Casualty Event has had a material adverse effect on the RTS Project.

Section 5.05 Use Relating to Land Rights Acquired Through Eminent Domain. To the extent that the Purchased Assets include Land Rights acquired by Seller through eminent domain proceedings, then from and after the applicable Closing, Buyer shall maintain and use such Land Rights in a manner consistent with the public purpose for which the property was acquired.

Section 5.06 Defense of Purchase Price. If any action, dispute, claim, suit, complaint, investigation or other proceeding is made or commenced before FERC by any Person, FERC on its own behalf, or any other Governmental Authority behalf challenging or questioning the ability of Buyer to recover any part of the Purchase Price through its FERC-approved tariff, Seller will defend Buyer in or against such action, dispute, claim, suit, complaint, investigation, or proceeding at Seller’s sole cost and expense, with counsel of recognized standing and competence reasonably acceptable to Buyer. Buyer will provide notice of any action, dispute, claim, suit, complaint, investigation, or other proceeding of which Buyer becomes aware in the same manner as described in Section 7.04 with respect to notices of Third Party Claims under Article VII. Buyer will have



a right to appear and participate in the defense of any action, dispute, claim, suit, complaint, investigation, or other proceeding, and Seller will have an obligation to pay for legal fees and other costs incurred by Buyer in doing the same, as and to the extent described in Section 7.05(a) with respect to Third Party Claims. If it is determined by FERC or any other Governmental Authority of competent jurisdiction that Buyer is not able to recover any portion of the Purchase Price through its FERC-approved tariff, then the Purchase Price will be reduced by an amount equal to that portion of the Purchase Price not so recoverable.

#### Section 5.07 Confidentiality.

(a) Until the final Undepreciated Assets Closing (or, if for any reason the sale and purchase of the Purchased Assets is not consummated, until the date that is three (3) years after the date on which this Agreement is terminated), Buyer shall hold, and shall cause its Representatives to hold, in strict confidence, and not to disclose or release or use, for any purpose other than as expressly permitted pursuant to this Agreement, any and all Confidential Information, without the prior written consent of Seller; provided that Buyer may disclose, or may permit disclosure of, Confidential Information (i) to those of its auditors, attorneys, financial advisors, bankers and other appropriate consultants and advisors who have a need to know such information for auditing, financial statement preparation and other non-commercial purposes, (ii) if required or compelled to disclose any such Confidential Information by judicial or administrative process or by other requirements of Law or stock exchange rule, (iii) to the extent necessary in connection with required or routine reporting to its potential or current members, partners and lenders or other financial or capital sources, or (iv) to the extent necessary in connection with any proposed merger, sale of assets, business combination, financing, or other similar transaction in which Buyer may become a party; provided that in each such case (other than the case of clause (ii) above), the recipients of such information are bound by professional obligation or written agreement to hold such information confidential at least to the same extent as Buyer is obligated under this Section 5.07, and provided, further, that Buyer shall in all events remain liable for any failure by such recipients to comply with such obligation.

(b) Notwithstanding the foregoing, in the event that any demand or request for disclosure of Confidential Information is made pursuant to Section 5.07(a), Buyer shall promptly notify Seller of the existence of such request or demand and shall, if not prohibited by applicable Law and reasonably practicable, provide Seller with thirty (30) days to seek an appropriate protective order or other remedy, which the Parties will use commercially reasonable efforts to cooperate in obtaining. In the event that such appropriate protective order or other remedy is not obtained, Seller shall or shall cause Buyer to furnish, or cause to be furnished, only that portion of the Confidential Information that is legally required to be disclosed and shall take commercially reasonable steps to ensure that confidential treatment is accorded such information. With respect to regulatory requests received in the ordinary course, Buyer shall use at least the same degree of care (which in no event shall be less than reasonable care) in connection with demands or requests for the disclosure of Seller's Confidential Information as it uses to protect its own similar Confidential Information in connection with similar regulatory requests. In the event this Agreement is terminated for any reason and the sale and purchase of any Purchased Assets is not consummated, Buyer shall promptly destroy, and certify as to the destruction of, any and all Confidential Information in its possession, upon receipt of Seller's written request.

(c) Any Environmental Information Transferred to Buyer by Seller at the applicable Closing (or otherwise provided to Buyer by Seller) that contains any proprietary or Confidential Information shall be so Transferred or provided under a joint defense agreement between Buyer and Seller, in a form reasonably satisfactory to the Parties.

Section 5.08 Further Action. Until the final Undepreciated Assets Closing, and subject to the terms and conditions of this Agreement, each Party (a) shall execute and deliver, or cause to be executed and delivered, such documents and other papers and shall take, or cause to be taken, such further actions as may reasonably be required to carry out the provisions of this Agreement, any Ancillary Agreement and each Conveyance Document and give effect to the transactions contemplated hereby and thereby and (b) shall refrain from taking any actions that would reasonably be expected to impair, delay or impede the transaction contemplated by this Agreement. For two (2) years following the Land Rights Closing and for two (2) years following each applicable Undepreciated Assets, the Parties shall execute, acknowledge and deliver all reasonable further conveyances, notices, assumptions, releases and acquittances and such instruments, and shall take such reasonable actions as may be necessary or appropriate to make effective the transactions contemplated hereby as may be reasonably requested by the other Party, including using commercially reasonable efforts to (i) transfer back to Seller any asset or liability not contemplated by this Agreement to be a Purchased Asset or an Assumed Liability, respectively, which asset or liability was transferred to Buyer at Closing and (ii) transfer to Buyer any asset or liability contemplated by this Agreement to be a Purchased Asset or an Assumed Liability, respectively, which was not transferred to Buyer at the Closing; provided, however, that in either case, the Land Rights Purchase Price or the applicable Undepreciated Assets Purchase Price, as the case may be, paid in connection therewith is in an amount consistent with Section 2.08 or Section 2.09, as applicable.

Section 5.09 Future Grants. Seller, from the date hereof until the Undepreciated Assets Closing Date, shall not grant to any third-party any Easement, Lease or License or other right to use or occupy the Real Properties without Buyer's prior written consent. The foregoing shall not apply to any Easement, Lease or License or other right to use or occupy the Real Properties existing as of the date hereof.

Section 5.10 RTS Project Easement Assignment. Without limiting the Conveyance Documents to be delivered at the Land Rights Closing, Seller shall execute and deliver to Buyer the RTS Project Easement Assignment assigning all of Seller's right, title and interest in and to the Easements related to the RTS Project identified on Schedule 2.01(c).

Section 5.11 RTS Project Easement. Without limiting the Conveyance Documents to be delivered at the Land Rights Closing, Seller shall execute and deliver to Buyer the RTS Project Easement granting Buyer an Easement over the Fee Interests related to the RTS Project identified on Schedule 2.01(a).

Section 5.12 License Agreement to Seller. Buyer shall execute and deliver to Seller a license agreement in the form set forth on Exhibit C annexed hereto (the "Seller License Agreement") granting Seller the right for its continued use of the Easements identified on Schedule 2.01(c) for the operation of Seller's Undepreciated Assets during the period beginning on the Land Rights Closing Date and expiring at the time Seller's Undepreciated Assets are De-Energized.

## ARTICLE VI

### CONDITIONS TO EACH CLOSING

Section 6.01. Conditions to Obligation of Seller. The obligation of Seller to consummate the transactions contemplated at each Closing shall be subject to the fulfillment or waiver by Seller in its sole discretion, at or prior to each Closing, of each of the following conditions:

(a) Representations and Warranties; Covenants. The representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects on the applicable Closing Date with the same effect as if made on such Closing Date.

(b) Covenants. Buyer shall have performed and complied in all material respects with its covenants and agreements required by this Agreement to be performed or complied with by it at or prior to such Closing.

(c) Officer's Certificate. An officer of Buyer shall have delivered a certificate dated as of such Closing Date signed by such officer on behalf of Buyer confirming the satisfaction of the conditions contained in subsections (a) and (b) of this Section 6.01.

(d) Governmental Approvals. The transactions contemplated at the applicable Closing shall have received the approval of the NYPSC under Section 70 of the New York State Public Service Law, in the form and substance reasonably satisfactory to Seller. If the NYPSC determines that it will not grant approval under Section 70 of the New York Public Service Law, or if such approval is in a form or substance not reasonably satisfactory to Seller, the Parties shall negotiate in good faith to revise this Agreement in accordance with any guidance provided by the NYPSC and, if mutually agreed to by the Parties, shall promptly re-submit such revised agreement, provided such re-submission is permitted by the NYPSC.

(e) Other Required Approvals. (i) All consents, approvals and permits listed on Schedule 6.02(e) shall have been obtained or received and (ii) all other consents, approvals and permits of a Governmental Authority (other than those identified in Schedule 6.02(e)) required to be obtained prior to the applicable Closing to transfer the applicable Purchased Assets shall have been obtained unless, in the case of this clause (ii), the failure to receive any such consents, approvals and permits would not reasonably be expected to, individually or in the aggregate, be material in an adverse manner to Seller.

(f) No Governmental Order. (i) No Order entered by or with any Governmental Authority of competent jurisdiction that prohibits or materially restrains the consummation of the transactions contemplated at the applicable Closing shall have been issued and remain in effect and (ii) no applicable Law shall have been enacted or entered into law by any Governmental Authority that prohibits or makes illegal the consummation of the transactions contemplated at the applicable Closing.

(g) Closing Deliverables. Seller shall have received the certificates, documents and other items to be delivered to it pursuant to Section 2.11.

(h) Status of Undepreciated Assets. For the Undepreciated Assets Closing, but not the Land Rights Closing, the Undepreciated Assets shall have been De-Energized by Seller in compliance with Laws.

Section 6.02 Conditions to Obligation of Buyer. The obligation of Buyer to consummate the transactions contemplated at each Closing shall be subject to the fulfillment or waiver by Buyer in its sole discretion, at or prior to each Closing, of each of the following conditions:

(a) Representations and Warranties. The representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects on the applicable Closing Date with the same effect as if made on such Closing Date (except for any representation or warranty made as of a specific date, which shall be so true and correct in all material respects only as of such specific date).

(b) Covenants. Seller shall have performed and complied in all material respects with its covenants and agreements required by this Agreement to be performed or complied with by it at or prior to such Closing.

(c) Officer's Certificate. An officer of Seller shall have delivered a certificate dated as of such Closing Date signed by such officer on behalf of Seller confirming the satisfaction of the conditions contained in subsections (a) and (b) of this Section 6.02.

(d) Governmental Approvals. The transactions contemplated hereby shall have received the approval of the NYPSC under Section 70 of the New York State Public Service Law, to the extent required and under Section 70 of the New York State Public Service Law, to the extent required, in the form and substance reasonably satisfactory to Buyer. If the NYPSC determines that it will not grant approval under Section 70 of the New York Public Service Law, or if such approval is in a form or substance not reasonably satisfactory to Buyer, the Parties shall negotiate in good faith to revise this Agreement in accordance with any guidance provided by the NYPSC and, if mutually agreed to by the Parties, shall promptly re-submit such revised agreement, provided such re-submission is permitted by the NYPSC.

(e) Other Required Approvals. (i) All consents, approvals and permits listed on Schedule 6.02(e) shall have been obtained or received and (ii) all other consents, approvals and permits of a Governmental Authority (other than those identified in Schedule 6.02(e)) required to be obtained prior to the applicable Closing to transfer the applicable Purchased Assets shall have been obtained unless, in the case of this clause (ii), the failure to receive any such consents, approvals and permits would not reasonably be expected to, individually or in the aggregate, have a material adverse effect on the RTS Project.

(f) Release from Mortgage Indenture. All of the Purchased Assets (other than any immaterial assets) to be acquired in connection with the applicable Closing have been released from the Lien arising under any existing mortgage indenture, and Seller shall have provided Buyer with evidence reasonably satisfactory to Buyer of such release.

(g) No Governmental Order. (i) No Order entered by or with any Governmental Authority of competent jurisdiction that prohibits or materially restrains the consummation of the transactions contemplated at the applicable Closing shall have been issued and remain in effect

and (ii) no applicable Law shall have been enacted or entered into law by any Governmental Authority that prohibits or makes illegal the consummation of the transactions contemplated at the applicable Closing.

(h) Title Insurance. Subject to Section 5.03, at the Land Rights Closing, Buyer shall have received (i) ALTA title insurance policies from one or more reputable national title insurance companies insuring Buyer's fee simple title, free and clear of all Liens (other than Permitted Liens) with respect to Fee Interests, and (ii) reports of title free and clear of all Liens (other than Permitted Liens) with respect to all other RTS Project Land Rights.

(i) Existing Lease Agreement. The Lease Termination Agreement, duly executed by Seller and O&R.

(j) O&R Easement Agreement. The O&R Easement Agreement, duly executed by O&R.

(k) O&R Lease Agreement. The O&R Lease Agreement, duly executed by O&R.

(l) Status of Undepreciated Assets. For the Undepreciated Assets Closing, but not the Land Rights Closing, the Undepreciated Assets shall have been De-Energized by Seller in compliance with Laws.

(m) Environmental Information. Seller shall have complied with its obligations under Section 5.02(d).

(n) Environmental Material Adverse Effect. Prior to the Land Rights Closing, Buyer shall have completed the Phase I and/or Phase II environmental investigations of the Purchased Assets pursuant to Section 5.02(c) and such investigations, together with any other Environmental Information provided by Seller to Buyer, have not identified any conditions with respect to the Purchased Assets which have had or would reasonably be likely to have had a material adverse effect on the RTS Project.

(o) Closing Deliverables. Buyer shall have received the certificates, documents and other items to be delivered to it pursuant to Section 2.10.

Section 6.03 Frustration of Closing Conditions. Neither Buyer, on the one hand, nor Seller, on the other hand, may rely on the failure of any condition set forth in this Article VI to be satisfied if such failure was caused by, or was the result of, its breach of this Agreement.

## ARTICLE VII

### INDEMNIFICATION

Section 7.01 Survivability. The representations and warranties of Seller and Buyer contained in or made pursuant to this Agreement or in any certificate furnished pursuant to this Agreement and all claims and cause of actions with respect thereto shall survive until the Survival Termination Date; provided that the representations and warranties and all claims and causes of

actions with respect thereto contained in Sections 3.01, 3.02, 4.01, and 4.02 shall survive indefinitely to the maximum extent permitted by applicable Law. The covenants and agreements made pursuant to this Agreement or in any certificate furnished pursuant to this Agreement that contemplate actions to be taken or restrict certain actions from being taken at or prior to the applicable Closing shall be performed or complied with in their entirety at or prior to the applicable Closing, and all claims and causes of action made with respect thereto shall survive until the Survival Termination Date. The covenants and agreements made pursuant to this Agreement or in any certificate furnished pursuant to this Agreement that contemplate actions to be taken or restrict certain actions from being taken, in whole or in part, after the applicable Closing are to be performed or complied with in whole or in part following the applicable Closing and shall survive for the period provided in such covenants and agreements, if any, or until performed in accordance with their respective terms, and all claims and causes of actions with respect thereto shall survive for eighteen (18) months after such date. For purposes of this Agreement, the “Survival Termination Date” shall mean the date that is eighteen (18) months after the Undepreciated Assets Closing Date or, if this Agreement is terminated after the Land Rights Closing Date but prior to the Undepreciated Assets Closing Date, the date that is eighteen (18) months after the date the Agreement is so terminated. Notwithstanding the foregoing, if a claim notice meeting the requirements of Section 7.04 with respect to indemnification under this Article VII shall have been given pursuant to Section 9.03 within the applicable survival period, the representations, warranties, covenants and agreements that are the subject of such indemnification claim shall survive with respect to such claim notice until it is finally and fully resolved. The Parties expressly agree that the provisions of this Section 7.01 shall operate as a contractual statute of limitations.

Section 7.02 Seller Indemnification. From and after each applicable Closing, subject to the further provisions of this Article VII, Seller shall indemnify, defend and hold harmless Buyer and its officers, managers, members, employees, agents and representatives (collectively, “Buyer Indemnified Parties”) against and from any Loss actually incurred or suffered by Buyer Indemnified Parties to the extent arising out of or related to:

- (a) the breach of any representation or warranty made by Seller contained in this Agreement or in any Conveyance Document at the applicable Closing;
- (b) the breach or failure by Seller to perform, or cause to be performed, any of its covenants or obligations contained in this Agreement;
- (c) subject to Section 7.02(d), any Excluded Liability; and
- (d) any Excluded Environmental Liability.

Section 7.03 Buyer Indemnification. From and after each applicable Closing, subject to the further provisions of this Article VII, Buyer shall indemnify, defend, and hold harmless Seller and its officers, directors, trustees, equity holders, employees, agents and representatives (collectively, “Seller Indemnified Parties”) against and from any Loss actually incurred or suffered by Seller Indemnified Parties to the extent arising out of or related to:

- (a) the breach of any representation or warranty made by Buyer contained in this Agreement or in any Conveyance Document at the applicable Closing;

(b) the breach or failure by Buyer to perform, or cause to be performed, any of its covenants or obligations contained in this Agreement;

(c) subject to Section 7.03(d), any Assumed Liability, except to the extent Seller is obligated to indemnify Buyer pursuant to Section 7.02(a) (without giving effect to Section 7.01) or Section 7.02(d); and

(d) any Assumed Environmental Liability, except to the extent Seller is obligated to indemnify Buyer pursuant to Section 7.02(a) (without giving effect to Section 7.01) or Section 7.02(d).

Section 7.04 Notification of Claim. A Person that may be entitled to indemnification hereunder (the “Indemnified Party”) shall promptly notify the Party liable for such indemnification (the “Indemnifying Party”) in writing of any pending or threatened claim or demand that the Indemnified Party has determined has given or would reasonably be expected to give rise to a right of indemnification hereunder (including a pending or threatened claim or demand asserted by a third party against the Indemnified Party, such claim being a “Third Party Claim”), describing in reasonable detail the facts and circumstances with respect to the subject matter of such claim or demand; provided, however, that the failure to provide such notice shall not release the Indemnifying Party from its obligations under this Article VII except to the extent that the Indemnifying Party is actually prejudiced by such failure.

Section 7.05 Indemnification Procedures.

(a) Third Party Claim. Upon receipt of notice of a claim for indemnity from an Indemnified Party pursuant to Section 7.04, the Indemnifying Party shall have the right to assume the defense and control any Third Party Claim, but shall allow the Indemnified Party a reasonable opportunity to participate in the defense of such Third Party Claim with its own counsel and at its own expense; provided that if (i) the Indemnifying Party and the Indemnified Party are both named parties to the proceedings and, in the reasonable opinion of counsel to the Indemnified Party, representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them, or (ii) in the reasonable opinion of counsel to the Indemnified Party, such Third Party Claim involves the potential imposition of criminal liability on the Indemnified Party, then, in each such case, the applicable Indemnified Parties shall be entitled to participate in any such defense with one separate counsel at the reasonable expense of the Indemnifying Party. The Indemnifying Party shall select counsel of recognized standing and competence after consultation with the Indemnified Party and shall take all reasonably necessary steps in the defense or settlement of such Third Party Claim. The Indemnifying Party shall be authorized to consent to a settlement of, or the entry of any judgment arising from, any Third Party Claim, without the consent of any Indemnified Party, provided that the Indemnifying Party shall (A) pay or cause to be paid all amounts arising out of such settlement or judgment concurrently with the effectiveness of such settlement, (B) not encumber any of the material assets of any Indemnified Party or agree to any restriction or condition that would apply to or materially adversely affect any Indemnified Party or the conduct of any Indemnified Party’s business, (C) obtain, as a condition of any settlement or other resolution, a complete release of any Indemnified Party potentially affected by such Third Party Claim and (D) ensure that the settlement does not include any admission of wrongdoing or misconduct.

(b) Non-Third Party Claims. In the event any Indemnifying Party receives a notice of a claim for indemnity from an Indemnified Party pursuant to Section 7.04 that does not involve a Third Party Claim, the Indemnifying Party shall notify the Indemnified Party within thirty (30) days following its receipt of such notice if the Indemnifying Party disputes its liability to the Indemnified Party under this Article VII. If the Indemnifying Party does not so notify the Indemnified Party, then the claims specified by the Indemnified Party in such notice shall be conclusively deemed to be a liability of the Indemnifying Party under this Article VII, and the Indemnifying Party shall pay the amount of such liability to the Indemnified Party on demand or, in the case of any notice in which the amount of the claim (or any portion of the claim) is estimated, on such later date when the amount of such claim (or such portion of such claim) becomes finally determined. If the Indemnifying Party has timely disputed its liability with respect to such claim as provided above, then the Indemnifying Party and the Indemnified Party shall resolve such dispute in accordance with Section 9.10.

(c) Environmental Claims. Notwithstanding any provision in Section 7.05(a) or Section 7.05(b) to the contrary, the provisions of this Section 7.05(c) shall apply as to Seller's indemnification of Buyer under Section 7.02(a) (but only with respect to matters arising under Section 3.06) and Section 7.02(d) and Buyer's indemnification of Seller under Section 7.03(d) (collectively, "Environmental Claims").

(i) Neither Seller nor Buyer shall have any indemnity obligations under this Article VII for any Environmental Claims unless Buyer or Seller, as applicable, has provided written notice of a pending or threatened Environmental Claim.

(ii) In addition to providing notice of Environmental Claims as required under Section 7.04, each Party shall keep the other reasonably informed of the progress of all such Environmental Claims, shall promptly supply the other Party with copies of all material information, documentation and correspondence relating thereto and shall engage in exchanges of material information or material negotiations with any Person in relation to an Environmental Claim only after exercising reasonable best efforts to consult with the other Party (the other Party to make itself reasonably available without delay as to the same).

(iii) Seller shall have the right, but not the obligation, to assume the defense or control of or settle any Environmental Claim, or to undertake any associated investigative, remedial or corrective action or monitoring at the Real Properties (collectively, "Environmental Response"), with counsel, consultants or contractors selected by Seller (to be reasonably acceptable to Buyer), provided that Seller shall, to the extent relevant to Buyer's ownership and removal of the Undepreciated Assets, (A) keep Buyer reasonably informed of the foregoing, (B) promptly provide Buyer with any material information, documentation and correspondence relating to the Environmental Claim or Environmental Response and (C) exercise reasonable efforts to consult with Buyer prior to exchanges of material information or material negotiations with any Person (Buyer to make itself reasonably available and without delay as to same); provided, that Buyer may assume control of the Environmental Response if Seller has been grossly negligent in its performance of the Environmental Response, such negligence has an adverse effect on the



Undepreciated Assets or the Real Property and Seller fails to cure such gross negligence or such adverse effect after reasonable notice.

(iv) As consideration for Seller's responsibilities herein, Buyer fully acknowledges and agrees that it shall not interfere with, impede or hinder in any material way, Seller's management of any Environmental Claim or Environmental Response, except that Seller may not consent to any material limitation that would adversely affect the ownership or removal of the Undepreciated Assets without the prior written consent of Buyer (not to be unreasonably withheld).

(v) To the extent Seller has chosen, at its discretion, to undertake any Environmental Response, Buyer shall, and shall cause its Representatives to, provide Seller with reasonable access to such asset or property and permit Seller to undertake such Environmental Response at reasonable times, on reasonable advance written notice and without unreasonable interference with the Undepreciated Assets. Buyer agrees that it will not unreasonably interfere with or disturb Seller's performance of such Environmental Response. Promptly upon completion of any Environmental Response undertaken by Seller, Seller shall use its commercially reasonable efforts to restore any adversely affected portion of the assets or properties of Buyer (including the Land Rights) to their pre-disturbed condition.

(vi) Seller shall have no obligation for any Environmental Claim to the extent that the Loss for which Buyer is seeking indemnification directly or indirectly relates to, arises out of or results from (i) any change in the use of all or part of any RTS Project Land Rights from that permitted by the applicable Conveyance Document granting the RTS Project Land Rights or (ii) any investigation, clean-up, remedial or similar activity other than as required to comply with the minimum applicable standards acceptable to the applicable Governmental Authority under Environmental Law in effect and enforceable as of the Closing Date.

Section 7.06 Net Recovery. With respect to each indemnification obligation contained herein or in any Conveyance Document, all Losses shall be net of any third-party insurance proceeds that have been recovered by the Indemnified Party in connection with the facts giving rise to the right of indemnification.

Section 7.07 No Consequential Damages. In no event shall a Party be liable for any consequential, special, indirect, incidental or punitive damages, lost profits or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, or similar items arising out of or related to this Agreement, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability, except, in each case, any such damages actually paid to any un-Affiliated claimant in respect of a Third Party Claim paid in accordance with this Agreement.

Section 7.08 Maximum Liability. Notwithstanding anything else in this Agreement to the contrary (including Sections 7.02 and 7.03), except in the event of intentional fraud in connection with this Agreement, the maximum liability of any Party under this Article VII shall be, from and after the Land Rights Closing until the consummation of the final Undepreciated

Assets Closing, the aggregate Purchase Price paid and received at all Closings that have occurred prior to the applicable date of determination and, from and after the final Undepreciated Assets Closing, the aggregate Purchase Price paid and received at all Closings, in each such case, after giving effect to the adjustments, if any, in Section 2.12(f).

Section 7.09 Exclusive Remedy. Subject to the next sentence, and except as provided in Section 5.02(b), Section 8.03, Section 9.02, Section 9.14 and in the event of fraud in connection with this Agreement, following the Land Rights Closing, the indemnification provisions of this Article VII shall be the sole and exclusive remedies of the Parties for any Losses or otherwise that each may suffer or incur or become subject to, as a result of, or in connection with any breach of any representation or warranty in this Agreement by the other Party or any failure by the other Party to perform or comply with any covenant or agreement herein. Notwithstanding anything herein to the contrary, no breach of any representation or warranty or any covenant or agreement contained in this Agreement shall give rise to any right on the part of either Party hereto to rescind this Agreement or any of the transactions contemplated hereby.

## ARTICLE VIII

### TERMINATION

Section 8.01 Termination. This Agreement may be terminated, and the transactions contemplated hereby abandoned, at any time prior to the final Undepreciated Assets Closing as follows:

- (a) by mutual written consent of Seller and Buyer;
- (b) by Buyer or Seller, if the final Undepreciated Assets Closing shall not have occurred by December 31, 2023 (the "Termination Date"); provided, however, that the right to terminate this Agreement under this Section 8.01(b) shall not be available to any Party whose breach of a representation, warranty, covenant or agreement under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur by such date;
- (c) by Buyer, if there shall be a breach or violation of any representation or warranty or covenant or agreement contained in this Agreement that would result in a failure of a condition set forth in Section 6.01 and which breach has not been cured (to the extent necessary to avoid a failure of such condition) prior to the earlier of (i) the Business Day prior to the Termination Date or (ii) the date that is thirty (30) days from the date that Seller is notified in writing by Buyer of such breach; provided that Buyer shall not have a right to terminate this Agreement under this Section 8.01(c) if Buyer has breached or violated any of its representations, warranties or agreements contained in this Agreement and such breach or violation would have resulted in a failure of a condition set forth in Section 6.02;
- (d) by Seller, if there shall be a breach or violation of any representation or warranty or covenant or agreement contained in this Agreement that would result in a failure of a condition set forth in Section 6.02 and which breach has not been cured (to the extent necessary to avoid a failure of such condition) prior to the earlier of (i) the Business Day prior to the Termination Date or (ii) the date that is thirty (30) days from the date that Buyer is notified in

writing by Seller of such breach; provided that Seller shall not have a right to terminate this Agreement under this Section 8.01(d) if Seller has breached or violated any of its representations, warranties or agreements contained in this Agreement and such breach or violation would have resulted in a failure of a condition set forth in Section 6.01;

(e) by Buyer or Seller, if a Governmental Authority of competent jurisdiction shall have enacted, enforced or entered any Law, or a final non-appealable Order of any Governmental Authority of competent jurisdiction shall be in effect, that materially prohibits or restrains the consummation of the transactions contemplated by this Agreement and Buyer is unable to obtain the requisite approvals to overcome such prohibition or restriction within a reasonable period of time, not to exceed sixty (60) days after any such enactment, enforcement or entry occurs, or such Order is issued;

(f) by Buyer pursuant to Section 5.04(c); and

(g) by reason of Buyer's failure to complete development and construction of the RTS Project as set forth in Section 8.04.

Section 8.02 Notice of Termination. Any Party desiring to terminate this Agreement pursuant to Section 8.01 shall give written notice of such termination to the other Party pursuant to Section 9.03.

Section 8.03 Effect of Termination.

(a) In the event this Agreement is terminated pursuant to Section 8.01 prior to the Land Rights Closing, this Agreement shall forthwith become void and there shall be no liability on the part of any Party, except that the provisions of Section 5.02(b), Section 5.07, this Section 8.03 and Article IX shall survive termination; provided, however, that nothing herein shall relieve either Seller or Buyer from liability for any willful breach of, or willful failure to perform its obligations under, this Agreement.

(b) In the event this Agreement is terminated pursuant to Section 8.01 after the Land Rights Closing but prior to the final Undepreciated Assets Closing, all provisions in this Agreement related to the Undepreciated Assets to be Transferred at any Closing that has not yet occurred (including any covenants and agreements of either Party to be performed prior to, at or after any such Closing or any representations and warranties, in each case, with respect to such Undepreciated Assets) shall forthwith become void, and there shall be no liability on the part of any Party with respect to such provisions or such Undepreciated Assets arising under this Agreement, except that the provisions of Section 5.02(b), Section 5.07, this Section 8.03 and Article IX shall survive termination with respect to the foregoing; provided, however, that nothing herein shall relieve either Seller or Buyer from liability for any willful breach of, or willful failure to perform its obligations under, this Agreement with respect to such provisions or such Undepreciated Assets (it being understood and agreed that the provisions of Article VII shall not govern any such claim with respect to such provisions or such Undepreciated Assets); provided, further, that nothing in the foregoing shall affect the validity of the Transfer of those Purchased Assets that were Transferred at any prior Closing, or modify or otherwise affect the rights and the obligations of the Parties under any covenant, agreement, representation or warranty with respect

to such Purchased Assets or the transactions taken at or prior to any such prior Closing with respect thereto.

Section 8.04 Right of Reversion. If, for whatever reason, Buyer is in Default (as that term is defined in the Development Agreement) under Section 7.2 of the Development Agreement or the Development Agreement is terminated pursuant to Section 8.1 thereof, Seller shall thereafter be entitled to provide written notice to Buyer requiring Buyer to Transfer the Land Rights to Seller, subject only to: (i) the Permitted Liens; and (ii) any applicable approvals that may be required from FERC, NYISO and any other applicable Governmental Authority of competent jurisdiction (“Reconveyance Approvals”), which shall be obtained at Buyer’s sole cost and expense; provided Seller pays to Buyer an amount equal to the Land Rights Purchase Price less any damages suffered by Seller arising directly from any such Default under and/or termination of the Development Agreement. All reasonable and documented costs and expenses incurred by Buyer after Buyer obtains the Reconveyance Approvals and prior to closing shall be reimbursed by Seller. Notwithstanding the above, if the 115 kV Sugarloaf Switching Station (as defined in the EM&CP) has been placed into service by Buyer as part of the RTS Project, and at such time there has been no Default under the Development Agreement or termination of the Development Agreement, unless otherwise directed by NYISO, the 115 kV Sugarloaf Switching Station shall continue to be owned by Buyer and the Land Rights shall continue to be owned by Buyer notwithstanding any later such Default or termination.

Section 8.05 Extension; Waiver. At any time prior to any Closing, either Seller or Buyer may (a) extend the time for performance of any of the obligations or other acts of the other Party, (b) waive any inaccuracies in the representations and warranties contained in this Agreement or in any document delivered pursuant to this Agreement or (c) waive compliance with any of the agreements or conditions contained in this Agreement but such waiver of compliance with such agreements or conditions shall not operate as a waiver of, or estoppels with respect to, any subsequent or other failure. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party granting such extension or waiver.

## ARTICLE IX

### MISCELLANEOUS

Section 9.01 Force Majeure. Any delay or failure by either Party to perform its respective obligations under this Agreement will be excused to the extent directly attributable to floods, fire, explosion, riot, war, terrorist act, act of a public enemy, pandemic, epidemic, pestilence, any order or injunction of any court or other Governmental Authority of competent jurisdiction (including the military and executive orders of the President, governors, and mayors), labor strikes or any other act of God or other cause beyond a Party’s reasonable control (each of the foregoing, a “Force Majeure Event”), but only to the extent that (i) the act or event is beyond the reasonable control of the Party whose performance is prevented; (ii) the affected Party uses commercially reasonable efforts to prevent, avoid, and/or mitigate the effects of the Force Majeure Event; and (iii) prompt notice (within five (5) Business Days of discovery by the affected Party) is given by the affected Party to the other Party identifying the Force Majeure Event and describing in reasonable detail known at the time the extent to which the affected Party’s performance is delayed or prevented by the same. Subject to the other provisions of this Agreement, the time for

performance of the affected obligation will be extended for a period of time reasonably necessary to overcome the effect of the Force Majeure Event. An affected Party will provide reasonable updates of the status, impact, and resolution of a Force Majeure Event until the same has been resolved. Neither Party will be excused by a Force Majeure Event from performance of any obligation that is not affected by such Force Majeure Event or a resulting impact on performance by the affected Party. Failure of an affected Party to provide the other Party with timely notice of a Force Majeure Event will constitute a waiver of the affected Party's right to invoke the application of this Section to excuse the delay of the affected Party's performance of any obligation of this Agreement on account of such Force Majeure Event, but only for the period of time that the timely notice was not provided.

Section 9.02 Expenses. Except as expressly provided for otherwise in this Agreement, any Ancillary Agreement or any Conveyance Document:

(a) All reasonable and documented costs and expenses of Seller incurred or accrued prior to the applicable Closing Date (including the cost and expense of Seller's Expert and Seller's outside counsel) in connection with the RTS Project, preparing the Purchased Assets for Transfer, including any such costs associated with obtaining consents or approvals pursuant to Section 5.01(a) or Section 5.01(b), and costs incurred curing any Title Matters pursuant to Section 5.03 shall be paid by Buyer at the applicable Closing Date (or pursuant to the adjustment in Section 2.12) and included in the Land Rights Purchase Price or the Applicable Undepreciated Assets Purchase Price, as the case may be; provided that such costs and expenses (i) arose out of or were associated with any Purchased Asset reflected on the Schedules to Section 2.01 or Section 2.02 or any Assumed Liability described in Section 2.04 or in any Updated Schedule pursuant to Section 2.13 unless such costs and expenses were accrued and incurred after the preparation of the Final Updated Schedule and prior to the applicable Closing (but otherwise would satisfy the requirements of an Updated Schedule).

(b) Except as provided in Section 9.02(a) above, all costs and expenses, including fees and disbursements of any financial advisers and accountants, incurred in connection with negotiating, drafting, executing, amending, revising, or otherwise modifying this Agreement or any Ancillary Agreement or in connection with any dispute, controversy, claim, arbitration or claim for indemnification arising out of this Agreement, any Ancillary Agreement or any Conveyance Document and the transactions contemplated thereby, shall be paid by the Party incurring such costs and expenses, whether or not the Closing shall have occurred.

Nothing in this Section 9.02 shall (A) affect the indemnification rights of any Indemnified Party under Article VII, or (B) affect the liability of any Party for any willful breach or willful failure to perform its obligations under this Agreement in the event this Agreement is terminated.

Section 9.03 Notices. Any notice, request, instruction or other communication to be given to a Party pursuant to this Agreement shall be in writing signed by or on behalf of the Party giving it and may be served by hand delivery, by delivering it by courier or sending it by email, facsimile (with confirmation of transmission) or by prepaid recorded airmail delivery to the address of the Party to receive it set forth below (or to such other address as such Party shall have specified by a notice given to the other in accordance with this Section 9.03). Any notice so served by courier, email, fax or post shall be deemed to have been duly served: (a) when delivered, if sent

by hand delivery or courier; (b) at the time of transmission, if sent by email or facsimile; and (c) upon receipt, if sent by prepaid recorded airmail delivery or regulated airmail post on receipt; provided that any notice received on a day that is not a Business Day, or after 5:00 p.m. (New York City time) on a Business Day, shall be deemed to be received on the next following Business Day. Each Party to whom a communication is sent hereunder has the obligation to accept delivery of such communication. Such communications, to be valid, must be addressed as set forth below:

**If to Seller, to:**

CENTRAL HUDSON GAS & ELECTRIC CORPORATION  
Central Hudson Gas & Electric Corporation  
Ryan Hawthorne  
Vice President Electric Engineering and Operations  
284 South Avenue  
Poughkeepsie, New York 12601  
Email: rhawthorne@cenhud.com

**With a copy to:**

Central Hudson Gas & Electric Corporation  
Paul A. Colbert  
Associate General Counsel-Regulatory Affairs  
284 South Avenue  
Poughkeepsie, New York 12601  
Email: pcolbert@cenhud.com

**If to Buyer, to:**

New York Transco LLC  
1 City Centre  
Hudson, New York 12534  
Attn: Victor Mullin, President  
Email: Victor.Mullin@NYTransco.com

**With a copy to:**

Kathleen Carrigan  
General Counsel, New York Transco LLC  
1 City Centre  
Hudson, New York 12534  
Email: Kathleen.Carrigan@NYTransco.com

Section 9.04 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any Law or as a matter of public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not

affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 9.05 Entire Agreement. Except as otherwise provided in the Transaction Agreements, the Transaction Agreements constitute the entire agreement of Seller, on the one hand, and Buyer on the other, with respect to the subject matter thereof and supersede all prior agreements, undertakings and understandings, both written and oral, with respect to such subject matter.

Section 9.06 Rules of Interpretation. This Agreement and the Conveyance Documents shall be construed and interpreted as follows, unless otherwise expressly stated herein or therein: (i) the singular number includes the plural number and vice versa; (ii) reference to any Person includes such Person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually; (iii) reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (iv) reference to any Law (other than Environmental Law) means such Law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time; (v) reference to any Article, Section, Exhibit, Schedule or other attachment means such Article or Section of, or Exhibit, Schedule or attachment to, this Agreement or of another specifically identified agreement; (vi) "hereunder," "hereof," "herein," "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article or other provision hereof; (vii) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; (viii) relative to the determination of any period of time, "from" means "from and including," "to" means "to but excluding" and "through" means "through and including"; (ix) the words "Accept," "Affiliate," and "Transfer" shall include any correlative definitions; and (x) the word "or" shall not be exclusive. Whenever the last day for the exercise of any right or the discharge of any duty under this Agreement falls on a day other than a Business Day, the Party hereto having such right or duty shall have until the next Business Day to exercise such right or discharge such duty.

Section 9.07 Assignment. This Agreement may not be assigned without the prior written consent of Seller and Buyer, except that a Party may assign this Agreement to any Affiliate and that, following the Closing, Buyer may assign this Agreement to its sources of financing as collateral security; provided that Buyer will promptly notify Seller of any such assignment and no such assignment shall release Seller or Buyer from any liability or obligation hereunder (nor shall a Party's obligations be enlarged by reason thereof). Any attempted assignment in violation of this Section 9.07 shall be null and void ab initio. This Agreement shall be binding upon, shall inure to the benefit or, and shall be enforceable by the Parties and their permitted successors and assigns. For the avoidance of doubt, any merger, conversion or consolidation of a Party by operation of law shall not constitute an assignment under this Agreement.

Section 9.08 No Third Party Beneficiaries. Except as provided in Article VII with respect to Seller Indemnified Parties and Buyer Indemnified Parties, this Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein or in any other Transaction Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever.

Section 9.09 Amendment. Except as provided in Section 2.08(c), Section 2.09(c) and Section 2.13, no provision of this Agreement or any other Transaction Agreement (including any Exhibits, Schedules or attachments hereto) may be amended, supplemented or modified except by a written instrument making specific reference hereto and thereto, signed by all parties to such agreement. No consent from any Indemnified Party under Article VII (other than the Parties) shall be required in order to amend this Agreement.

Section 9.10 Dispute Resolution Process. Except as provided in Section 2.08, Section 2.09, Section 2.13 and Section 2.14 and with respect to any request for equitable relief (including interim relief) by either Party on or prior to the Closing Date, any dispute, controversy or claim arising out of or relating to the transactions contemplated by the Transaction Agreements or the validity, interpretation, breach or termination of any such agreement, including claims seeking redress or asserting rights under any Law (a “Dispute”) shall be resolved in accordance with the procedures set forth in Article XII of the LLCA as though Seller and Buyer were the “relevant parties” thereunder. Until completion of such procedures, no Party may take any action to force a resolution of a Dispute by any judicial or similar process, except to the limited extent necessary to (i) avoid expiration of a claim that might eventually be permitted by this Agreement or (ii) obtain interim relief, including injunctive relief, to preserve the status quo or prevent irreparable harm.

Section 9.11 Governing Law. This Agreement and the rights of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice of Law of conflict of Law rules or provisions (whether of the State of New York or of any other jurisdiction) that would cause the application of Laws of any jurisdiction other than the State of New York.

Section 9.12 Submission to Jurisdiction, Service of Process. Subject to Section 2.12, Section 2.14 and Section 9.10, each Party irrevocably and unconditionally (a) consents to submission to the exclusive jurisdiction of the courts of the State of New York located in New York County and of the federal courts of the United States of America located in the State of New York, County of New York (the “New York Courts”), for any action, claim, complaint, investigation, petition, suit or other proceeding, whether in contract or tort, in law or equity arising out of or relating to the Transaction Agreements or the breach (threatened breach), termination or validity thereof and the transactions contemplated thereby (“Action”), (b) agrees not to commence any Action except in such New York Courts and in accordance with the provisions of this Agreement, (c) agrees that service of any process, summons, notice, or document by U.S. registered mail or as otherwise provided in this Agreement shall be effective service of process for any Action brought in any such New York Court, (d) waives any objection to the laying of venue of any Action in the New York Courts and (e) agrees not to plead or claim in any such court that any such Action brought in any New York Court has been brought in an inconvenient forum.



Section 9.13 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION.

Section 9.14 Specific Performance. The Parties agree that the failure of any Party to perform its agreements and covenants hereunder, including its failure to take all actions as are necessary on its part to consummate the transactions contemplated hereby, will cause irreparable injury to the other Party, for which damages, even if available, will not be an adequate remedy. Accordingly, each Party hereby consents to the issuance of injunctive relief by any court of competent jurisdiction to compel performance of such Party's obligations and to the granting by any such court of the remedy of specific performance of its obligations hereunder, in addition to any other rights or remedies available hereunder or at law or in equity.

Section 9.15 Headings. The descriptive headings of the various Articles and Sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement.

Section 9.16 Counterparts. Each of the Transaction Agreements may be executed in one or more counterparts, and by the different parties to each such agreement in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to any Transaction Agreement by facsimile or by electronic .pdf shall be as effective as delivery of a manually executed counterpart of any such agreement.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first written above.

**NEW YORK TRANSCO, LLC**

**CENTRAL HUDSON GAS & ELECTRIC CORPORATION**

By: Victor Mullin

By: Christopher M. Capone

Name: Victor Mullin

Name: Christopher M. Capone

Title: President

Title: Chief Financial Officer

By: Paul Haering

By: /s/Paul A. Colbert

Name: Paul Haering

Name: Paul A. Colbert

Title: Vice President, Capital Investment

Title: Associate General Counsel-Regulatory Affairs

**EXHIBIT A TO ASSET PURCHASE AGREEMENT**

**RTS PROJECT EASEMENT ASSIGNMENT**

See attached.

**ASSIGNMENT AND ASSUMPTION  
OF EASEMENTS**

This Assignment and Assumption of Easements (this “**Assignment**”) is made and entered into as of \_\_\_\_\_, 2021 (the “**Effective Date**”), by and between CENTRAL HUDSON GAS & ELECTRIC CORPORATION, a New York corporation having its principal office at 284 South Avenue Poughkeepsie, NY 12601 (“**Assignor**”), and NEW YORK TRANSCO, LLC, a New York limited liability company having an address of 1 Hudson City Centre Suite #300 Hudson, NY 12534 (“**Assignee**”). As used herein, the term “**Parties**” means all of Assignor and Assignee, and individually each referred to as a “**Party**”.

**RECITALS**

A. Assignor owns, operates and maintains that certain approximately 12-mile overhead 115 kV electric transmission line (the “**SL Line**”) running from Assignor’s Rock Tavern substation located in the Town of New Windsor, Orange County to Assignor’s 115 kV Sugarloaf Switching Station located in the Town of Chester, Orange County.

B. Assignor owns and operate its SL Line on the Real Properties pursuant to the Land Rights set forth at Exhibit A hereof (the “**Easements**”).

C. Pursuant to that certain Asset Purchase Agreement by and between Assignor and Assignee (the “**Purchase Agreement**”) dated as of \_\_\_\_\_, 2021, Assignor has agreed to transfer to Assignee all of Assignee’s rights, title, interests, in and to the Easements. Capitalized terms not otherwise defined herein shall have the meaning given them in the Purchase Agreement.

**AGREEMENTS**

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor’s right, title, and interest in and to the Easements as of the Effective Date.

2. In consideration of such assignment, Assignee hereby accepts such assignment. Assignee assumes all of the obligations of Assignor relating to the Easements arising from and after the Effective Date.

3. This Assignment may be executed in any number of counterparts and by different Parties to this Agreement in separate counterparts, each of which when so executed and delivered will be deemed an original, but all such counterparts together will constitute but one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Assignment will become effective upon the execution of a counterpart hereof by each Party to this Assignment. A signature of a Party to this Assignment sent by facsimile, electronic mail (including a scanned portable document format copy sent by electronic mail), or other electronic transmission will have the same force and effect as an original signature of such Party.

4. The terms of this Assignment will be governed by and interpreted according to the substantive laws of the State of New York without regard to its choice of law or conflict of law principles.

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be executed by their respective authorized officers as of the date and year first set forth above.

**ASSIGNOR:**

CENTRAL HUDSON GAS & ELECTRIC CORPORATION

By: \_\_\_\_\_,  
Name:  
Title:

**ASSIGNEE:**

NEW YORK TRANSCO, LLC

By: \_\_\_\_\_,  
Name:  
Title:

**Exhibit A**

**Easements**

See attached.

**EXHIBIT B TO ASSET PURCHASE AGREEMENT**

**RTS PROJECT EASEMENT**

See attached.

**GRANT OF EASEMENT AND RIGHT OF WAY**

BETWEEN

CENTRAL HUDSON GAS & ELECTRIC CORPORATION, a domestic corporation having its principal office at 284 South Avenue, Poughkeepsie, New York 12601

Grantor,

and

NEW YORK TRANSCO LLC, a domestic limited liability company having its principal office at 1 Hudson City Centre, Suite #300, Hudson, New York 12534

Grantee,

In consideration of the sum of \$1.00 and other valuable consideration, the receipt whereof from Grantee, is hereby acknowledged, the Grantor hereby grant(s) and convey(s) unto Grantee, its successors, assigns, and lessees, and easement and right of way throughout its extent, in upon, over, under and across the lands of the Grantor, including roads and highways thereon and adjacent thereto, situated in the Town of New Windsor, County of Orange, State of New York.

This easement pertains to a portion of Orange County Real Property Tax Map Parcel 51-1-91. A description of the easement area and a survey of such easement and right of way area are attached hereto and made a part thereof as Exhibit A.

Together with the right at all times to have access thereto across the remaining premises of the Grantor (said right of access to be confined to practicable and reasonable routes to be designated by the Grantor), and to enter thereon, and to construct, relocate, operate and maintain, and to protect, repair, replace and remove, in, upon, over and under said easement and right of way and all poles, towers, lines of poles, lines of towers, supporting structures, cables, cross arms, wires, guys, braces, underground conduits, pipes, mains, ducts and all other appurtenances and fixtures necessary or adaptable to the present and future needs, uses and purposes of Grantee, its successors, assigns, and lessees for any public utility use; and provided that physical damage to the property owned by the Grantor caused solely by Grantee, its successors, assigns and lessees, shall be adjusted at the expense of Grantee, its successors, assigns, and lessees.

Together with the permanent right to trim and cut to ground level, at any time, such brush, trees and other objects or obstructions within the easement area and on adjacent property of the Grantor as in the reasonable judgment of Grantee its successors, assigns, and lessees, may interfere with, obstruct or endanger the construction, operation or maintenance of said poles, lines and other appurtenances and fixtures or any thereof, which are now or may hereafter be constructed on said right of way. Said right shall include the right to use chemical means of brush and vegetation control within the limits of the easement and rights of way where applicable. Any chemical use shall be in accordance with all Federal and State regulations pertaining to utility right-of-way maintenance



The location of said easement and right of way, facilities, and lines is to be as determined by Grantee having regard to the origin, general direction and destination of said facilities and the requirements of Grantee.

Reserving unto the Grantor, and the Grantor's heirs and assigns, and the right to maintain and use existing roadway(s) across said easement and right of way, the location of which is to be subject to Grantee's written approval, without any obligation or duty on the party of Grantee, its successors, assigns or lessees, to construct or maintain any such roadway. In the exercise, use, construction and maintenance of any such roadway by the Grantor and the Grantor's heirs and assigns, every reasonable and proper precaution shall be taken not to interfere with the use of, obstruct or endanger the facilities installed on the aforesaid easement and right of way by Grantee, its successors, assigns or lessees, and that, for mutual protection, Grantee, its successors, assigns and lessees shall be notified in writing in advance of any proposed changes in such exercise, use or maintenance thereof, or of any unusual use or contemplated use or condition.

No house, structures, or other improvements shall be erected in the easement area, and no roadway (except as agreed upon herein) shall be constructed, and excavating, mining or blasting shall not be undertaken within the limits of said easement area and right of way without the prior written consent of Grantee, its successors or assigns; and any house or other structure that is already on said easement and right of way may be removed by Grantee, its successors or assigns, at the expense of Grantee, its successors, assigns or lessees, upon written notice to the Grantor, or the Grantor's heirs or successors, by Grantee its successors, assigns or lessees, by certified mail, to the address herein below given.

Notwithstanding any of the foregoing, Grantor shall have the right to:

(A) Expand its transmission substation facilities located on the premises within the easement area, upon prior written notice to Grantee, provided, however, that: (1) such expansion would not materially interfere with Grantee's transmission line facilities in the easement area; and (2) Grantor has obtained all required regulatory and third-party approvals for such expansion; and

(B) Relocate Grantee's transmission line facilities in the easement area on the premises, upon prior written notice to Grantee, provided, however, that: (1) such relocation would not materially interfere with Grantee's operation of its transmission line facilities; (2) Grantor has obtained all required regulatory and third-party approvals for such relocation; and (3) any such relocation would be at Grantor's sole cost and expense.

The terms hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns and lessees of the Grantor and Grantee.

[SIGNATURE PAGE FOLLOWS]

Signed, sealed and delivered, on \_\_\_\_\_, 2021.

*Grantor:*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Exhibit A

Easement Area Legal Description and Map

See attached.

**EXHIBIT C TO ASSET PURCHASE AGREEMENT**

**SELLER LICENSE AGREEMENT**

See attached.

## LICENSE AGREEMENT

BETWEEN

NEW YORK TRANSCO, LLC, a New York limited liability company having an address of 1 Hudson City Centre Suite #300 Hudson, NY 12534

Licensor,

and

CENTRAL HUDSON GAS & ELECTRIC CORPORATION, a domestic corporation having its principal office at 284 South Avenue, Poughkeepsie, New York 12601

Licensee,

Pursuant to that certain Asset Purchase Agreement by and between Licensor and Licensee (the “**Purchase Agreement**”) dated as of December \_\_, 2021, Licensee transferred to Licensor all of Licensee’s rights, title, interests, in and to the Easements (as defined below). Capitalized terms not otherwise defined herein shall have the meaning given them in the Purchase Agreement.

In consideration of the sum of \$1.00 and other valuable consideration, the receipt whereof from Central Hudson Gas & Electric Corporation (hereinafter called Central Hudson), is hereby acknowledged, the Licensor hereby grant(s) and convey(s) unto Central Hudson, its successors, assigns, and lessees (collectively, “**Permittees**”), a license to exercise the rights granted Licensor under those certain easements agreements set forth at Exhibit A hereof (the “**Easements**”) for the purposes of owning, operating and maintaining that certain approximately 12-mile overhead 115 kV electric transmission line running from Central Hudson’s Rock Tavern substation located in the Town of New Windsor, Orange County to Central Hudson’s 115 kV Sugarloaf Switching Station located in the Town of Chester, Orange County (the “**SL Line**”).

Together with the right at all times to enter thereon, and to operate and maintain, and to protect, repair, replace and remove, in, upon, over and under the real property burdened by the Easements (the “**License Area**”) and all poles, towers, lines of poles, lines of towers, supporting structures, cables, cross arms, wires, guys, braces, underground conduits, pipes, mains, ducts and all other appurtenances and fixtures necessary or adaptable to the present and future needs, uses and purposes of Central Hudson, its successors, assigns, and lessees for any public utility use; and provided that physical damage to the property owned by the Licensor caused solely by Central Hudson, its successors, assigns and lessees, shall be adjusted at the expense of Central Hudson, its successors, assigns, and lessees.

Together with the permanent right to trim and cut to ground level, at any time, such brush, trees and other objects or obstructions within the License Area as in the reasonable judgment of Central Hudson its successors, assigns, and lessees, may interfere with, obstruct or endanger the construction, operation or maintenance of said poles, lines and other appurtenances and fixtures or any thereof, which are now or may hereafter be constructed on said right of way. Said right shall

include the right to use chemical means of brush and vegetation control within the limits of the License Area where applicable. Any chemical use shall be in accordance with all Federal and State regulations pertaining to utility right-of-way maintenance

Reserving unto the Licensor, and the Licensor's heirs and assigns, the right to maintain and use existing roadway(s) across said license area, without any obligation or duty on the party of Central Hudson, its successors, assigns or lessees, to construct or maintain any such roadway. In the exercise, use, construction and maintenance of any such roadway by the Licensor and the Licensor's heirs and assigns, every reasonable and proper precaution shall be taken not to interfere with the use of, obstruct or endanger the facilities installed on the aforesaid License Area by Central Hudson, its successors, assigns or lessees, and that, for mutual protection, Central Hudson, its successors, assigns and lessees shall be notified in writing in advance of any proposed changes in such exercise, use or maintenance thereof, or of any unusual use or contemplated use or condition.

No structures, or other improvements shall be erected in the License Area, and no roadway (except as agreed upon herein) shall be constructed, and excavating, mining or blasting shall not be undertaken within the limits of said License Area without the prior written consent of Central Hudson, its successors or assigns.

The terms hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns and lessees of the Licensor and Central Hudson.

This license shall automatically terminate at such time as the SL Line is de-energized in accordance with that certain Environmental Management and Construction Plan for Licensor's RTS Project, Case No. 20-T-0549, that will cover the License Area as approved by the New York Public Service Commission.

To the fullest extent allowed by applicable law, Central Hudson hereby assumes all risk of and shall indemnify, defend, and save harmless Licensor, its agents, employees, directors, officers, trustees, affiliates and representatives or invitees from and against any loss, lien, damage (including environmental damage), injury or death to persons or property, penalty, liability, cost, suit, charge, expense (including reasonable attorneys' fees and court costs) or cause of action (collectively, "Loss"): (i) arising out of or in any way connected with any breach by Central Hudson of its obligations hereunder, (ii) any work or activities conducted by Central Hudson pursuant hereto, or (iii) otherwise connected with any access to or presence on the License Area by Central Hudson and/or its Permittees during the term of this license, including any Release, whether occasioned by negligence or otherwise, except, in any case, to the extent such Loss is caused by the gross negligence or willful misconduct of Licensor.

Central Hudson shall either self-insure and/or procure and maintain, at its own cost and expense for the term of this license, insurance coverage meeting the minimum limits set forth in Exhibit B attached hereto. Prior to entering the License Area to exercise the permission granted herein, Central Hudson shall provide Licensor with evidence of such insurance coverage and shall, name Licensor as additional insured on a primary and non-contributory basis on any required

liability insurance policy. The failure of Central Hudson to comply with the requirements of this license and/or Exhibit B, or the complete or partial failure of an insurance carrier to protect or indemnify fully Licensor, or the inadequacy of the insurance, shall not in any way lessen or affect the obligations or liabilities of Central Hudson hereunder.

In the event Central Hudson retains contractors or sub-contractors in connection with exercising its rights under this license on the License Area, Central Hudson shall require all such contractors and sub-contractors to meet the same insurance coverage minimum limits as required in Exhibit B. Central Hudson shall remain liable for the performance of the contractor or subcontractor and such contract relationship shall not relieve Central Hudson of its obligation under this license. In any event, such contractor's or subcontractor's commercial general liability insurance shall name Licensor as additional insured, on a primary and non-contributory basis.

Central Hudson shall furnish Licensor with copies of any accident or incident report(s) it receives from any insurance carrier covering accidents or incidents occurring in connection with, as a result of, or arising out of this license.

**IN WITNESS WHEREOF**, the parties hereto have caused this License Agreement to be executed by their respective authorized officers as of the date and year first set forth above.

**LICENSOR:**

NEW YORK TRANSCO, LLC

By: \_\_\_\_\_,

Name:

Title:

**LICENSEE:**

CENTRAL HUDSON GAS & ELECTRIC CORPORATION

By: \_\_\_\_\_,

Name:

Title:

**Exhibit A**

**Easements**

See attached.



**Exhibit B**  
**Minimum Insurance Requirements**

- Workers Compensation and Employers Liability Insurance as required by the State of New York. If required, coverage shall include the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act. The Employers Liability limit shall be at least \$1,000,000 each per accident, per person disease and disease policy limit.

- Automobile Liability, covering all owned and non-owned and hired vehicles used in connection with all work or services to be performed by or on behalf of Central Hudson with minimum limits of:

Combined Single Limit - \$1,000,000.

- Commercial General Liability (Including Contractual Liability), covering all activities and operations to be performed by Central Hudson under this license, with the following minimum limits:

(A) Bodily Injury - \$1,000,000/\$1,000,000

Property Damage - \$1,000,000/\$1,000,000 OR

(B) Combined Single Limit -

\$1,000,000 OR

(C) Bodily Injury and Property Damage per Occurrence -

\$1,000,000 General Aggregate & Product Aggregate - \$2,000,000

Each

- Umbrella or Excess Liability, coverage with a minimum limit of \$10,000,000.

- All Risk Property, covering all improvements and personal property owned by Central Hudson and located on the License Area.

- Central Hudson's All Risk Property policy shall insure against all loss or damage by fire and other casualty, with limits, deductibles, and coverages, as Licensor shall deem appropriate. A waiver of subrogation shall apply in favor of Licensor.

**SCHEDULE I-A**  
**Illustrative Statement for Land Price**

Closing Date: [ \_\_\_\_\_, 2022]

**CENTRAL HUDSON GAS & ELECTRIC CORPORATION**  
(“Seller”)

-to-

**NEW YORK TRANSCO LLC**  
(“Buyer”)

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**RTS Project Land Rights**

**Credits to Seller (Estimated):**

(i)	<u>FMV of RTS Project Land Rights</u> .....	\$ 4,338,300.00
(ii)	<u>Other Transaction Costs</u> (Pursuant to Section 9.02 of Asset Purchase Agreement and not included in (i), (ii), and (iii) above).....	\$ TBD
	<b>TOTAL CREDITS TO SELLER</b> .....	<b>[\$TBD]</b>

**Credits to Buyer (Estimated):**

(i)	<u>Land Rights Closing Assumed Liability Amount</u> .....	\$ -0-
	<b>TOTAL CREDITS TO BUYER</b> .....	<b>\$ -0-</b>
	<b>ESTIMATED PURCHASE PRICE</b> .....	<b>[\$TBD]<sup>1</sup></b>

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<sup>1</sup> Buyer to pay any applicable New York state and county transfer tax at Closing.

**SCHEDULE I-B**  
**Illustrative Statement for Undepreciated Assets Price**

Closing Date: [ \_\_\_\_\_, 2022]

**CENTRAL HUDSON GAS & ELECTRIC CORPORATION**  
(“Seller”)

-to-

**NEW YORK TRANSCO LLC**  
(“Buyer”)

**Purchased Assets: 115 kV Sugarloaf Switching Station and SL Transmission Line Facilities**

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**Credits to Seller (Estimated):**

(i)	<u>Net Book Value of Undepreciated Assets:</u>	
	<b>115 kV Sugarloaf Switching Station and SL Transmission Line Facilities</b>	
	Station equipment.....	\$ TBD
	<b>Subtotal .....</b>	<b>\$ TBD</b>
(ii)	<u>FMV of Project Land Rights</u> .....	N/A
(iii)	<u>Other Transaction Costs</u> (Pursuant to Section 9.02 of Asset Purchase Agreement and not included in (i) and (ii) above).....	\$ TBD
	<b>TOTAL CREDITS TO SELLER.....</b>	<b>[\$TBD]</b>

**Credits to Buyer (Estimated):**

(i)	Undepreciated Assets Closing Assumed Liability Amount .....	\$ -0-
	<b>TOTAL CREDITS TO BUYER.....</b>	<b>\$ -0-</b>
	<b>ESTIMATED PURCHASE PRICE.....</b>	<b>[\$TBD]</b>

**SCHEDULE 1.01**

**Permitted Liens**

None.

**SCHEDULE 2.01(a)**  
**Fee Interests related to the RTS Project**

None.

**SCHEDULE 2.01(a)(v)**  
**Buildings, Fixtures, Structures, and Improvements Excluded from Fee Interests**

None.

**SCHEDULE 2.01(b)(i)**  
**Leases related to the RTS Project**

None.

**SCHEDULE 2.01(b)(v)**  
**Buildings, Fixtures, Structures, and Improvements Excluded from Leases**

None.



**SCHEDULE 2.01(c)**

**Easements related to the RTS Project**

<b><u>CHG&amp;E ROW #</u></b>	<b><u>Liber</u></b>	<b><u>Page</u></b>	<b><u>Grantor</u></b>
29	662	212	Thayer Estate
29	662	252	Eugene Thayer
30	662	259	Augustus D. & Alphaetta Mulliner
31	662	248	Mary Dennison
32	662	246	Harry W & Emma Illenberg
33	663	585	Maude M Monell
34	662	238	Irvin H & Anna Montanya
35	662	249	Theron & Josephine Durland
36	662	234	Marcus S Breithaupt
37	662	235	William H & Charlotte E Seacord
38	662	503	Rufus Knapp
39	662	223	John W & Jennie M Browne
40	662	236	Herman & Julia Kramer
41	662	234	Alma E Tuthill
42	662	267	Rebecca G Tuthill
43	661	245	Jennie A Howell; Thomas Greak; William H Hallock
44	662	255	Frank B Strong; Bertha Tuthill Strong
45	662	236	Lewis & Hanna Freeman
46	662	257	George Overocker
47	662	265	Marcus C & Jane Durland Sears

<b><u>CHG&amp;E</u></b> <b><u>ROW #</u></b>	<b><u>Liber</u></b>	<b><u>Page</u></b>	<b><u>Grantor</u></b>
48	662	266	William & Augusta Van Der Meulen
49	662	256	John & Anna Van Der Meulen
50	662	368	Eben & Perle P. Richards & William and Ella M. Hampel
51	662	242	Florence M. Van Tassell
52	663	587	William Crawford
53	662	367	Jesse Bull
54	662	384	Harvey D. & Jennie E. Earl
55	662	371	Augusta H. & Grace H Woodull & Jessie Miller
56	662	372	Harley & Matilda Smith
57	662	377	Lester & Caroline K. Parker
58	662	385	N. M. Youngs & Alex & Ruth Y. Thompson
59	662	382	Thomas B. & Margaret Roe
60	662	375	Daphina Crotty; Sarah McLaughlin; Elizabeth Pilgrim; Roy Crotty; Hazel Crotty
61	662	378	Stephen D. & Florence O. Bull
62	662	565	Frederick W & Edward J Stokes
63	662	381	Estate of David Bull
64	662	264	Robert & Babitt Lippert
65	662	375	Bernard & Lysbert Krotje
66	662	269	Joseph & Elisabeth Fischer
67	662	342	Albert & Frieda Elsholz
N/A	TBD	TBD	Central Hudson Gas & Electric Corporation <sup>1</sup>

<sup>1</sup> Seller will grant an easement to Buyer in the form attached at Exhibit B for a portion of the parcel having S.B.L. 51-1-91 running from the Rock Tavern Substation fence line to the beginning of the RTS Project right-of-way.

<b><u>CHG&amp;E</u></b> <b><u>ROW #</u></b>	<b><u>Liber</u></b>	<b><u>Page</u></b>	<b><u>Grantor</u></b>
N/A	15043	120	Paul J. Congelosi
N/A	15043	126	James M. DeStafano
N/A	15043	133	Robert S. Klein
N/A	TBD	TBD	Thomas F. Forrester

**SCHEDULE 2.01(d)**

**Easement Apportionments related to the RTS Project**

None

**SCHEDULE 2.01(e)**

**Licenses related to the RTS Project**

Licensee	License Agreement Date	SBL	CHG&E Easement Book	CHG&E Easement Page
David Gallagher and Joy Gallagher	[TBD]	55-1-9	662	259
Willy Cancel	[TBD]	7-1-101	662	246
Ann Mackanesi	9/13/1973	N/A	662	342
Ann Mackanesi	6/1/1979	N/A	662	342

**SCHEDULE 2.01(f)**

**Assumed Contracts**

Licenses set forth on Schedule 2.01(e)

**SCHEDULE 2.02(a)**

**Transmission Line Facilities**

See attached.

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-035-000 TOWN OF NEW WINDSOR - 115KV - SL LINE										
404638	135400 TRANSM-TOWERS & FIXTURES	4-1195 TWR 1155	354-102-100: 354-102-100	9975A	1957	JAN-57	3	\$181.00	\$149.92	\$31.08
404639	135400 TRANSM-TOWERS & FIXTURES	TWR 1155	354-102-100: 354-102-100	6436A	1972	JAN-72	5	\$411.00	\$271.32	\$139.68
Total: 354-102-100: 354-102-100							8	\$592.00	\$421.24	\$170.76
404640	135400 TRANSM-TOWERS & FIXTURES	4-1195 TWR 1155	354-103-100: 354-103-100	9975A	1957	JAN-57	3	\$326.00	\$270.03	\$55.97
404641	135400 TRANSM-TOWERS & FIXTURES	TWR 1155	354-103-100: 354-103-100	6436A	1972	JAN-72	1	\$86.00	\$56.77	\$29.23
Total: 354-103-100: 354-103-100							4	\$412.00	\$326.80	\$85.20
404643	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-155: 354-105-155	9975A	1949	JAN-49	0	\$169.00	\$153.76	\$15.24
404642	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-155: 354-105-155	9975A	1926	JAN-26	1	\$1,267.00	\$1,380.13	(\$113.13)
Total: 354-105-155: 354-105-155							1	\$1,436.00	\$1,533.88	(\$97.88)
404645	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-156: 354-105-156	9975A	1949	JAN-49	0	\$169.00	\$153.76	\$15.24



Net Value Asset Level (Eng In Service Yr)      Month Ending : Nov-2021  
Central Hudson

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-035-000 TOWN OF NEW WINDSOR - 115KV - SL LINE										
404644	135400	1303	354-105-156:	9975A	1926	JAN-26	1	\$1,268.00	\$1,381.22	(\$113.22)
			354-105-156							
			Total: 354-105-156: 354-105-156				1	\$1,437.00	\$1,534.97	(\$97.97)
404646	135400	1303	354-105-157:	9975A	1926	JAN-26	1	\$753.00	\$820.23	(\$67.23)
			354-105-157							
404647	135400	4-680	354-105-157:	9975A	1949	JAN-49	0	\$89.00	\$80.97	\$8.03
			354-105-157							
			Total: 354-105-157: 354-105-157				1	\$842.00	\$901.21	(\$59.21)
404649	135400	4-680	354-105-158:	9975A	1949	JAN-49	0	\$89.00	\$80.97	\$8.03
			354-105-158							
404648	135400	1303	354-105-158:	9975A	1926	JAN-26	1	\$753.00	\$820.23	(\$67.23)
			354-105-158							
			Total: 354-105-158: 354-105-158				1	\$842.00	\$901.21	(\$59.21)
			Total: 135400 TRANSM-TOWERS & FIXTURES					\$5,561.00	\$5,619.31	(\$58.31)
410808	135610	4-680	356-104-022:	9976A	1949	JAN-49	6,076	\$1,183.00	\$963.63	\$219.37
			356-104-022							
			Total: 356-104-022: 356-104-022				6,076	\$1,183.00	\$963.63	\$219.37

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-035-000 TOWN OF NEW WINDSOR - 115KV - SL LINE										
410809	135610 TRANSM-OH CONDUCTORS & DEVIC	2-876	356-104-024: 356-104-024	9975A	1926	JAN-26	18,228	\$1,720.00	\$1,702.17	\$17.83
Total: 356-104-024: 356-104-024							18,228	\$1,720.00	\$1,702.17	\$17.83
410811	135610 TRANSM-OH CONDUCTORS & DEVIC	TWR 1155 TO SUB STA	356-104-080: 356-104-080	6436A	1972	JAN-72	1,170	\$1,243.00	\$747.13	\$495.87
Total: 356-104-080: 356-104-080							1,170	\$1,243.00	\$747.13	\$495.87
410812	135610 TRANSM-OH CONDUCTORS & DEVIC	1400	356-160-000: 356-160-000	9975A	1926	JAN-26	312	\$568.00	\$562.11	\$5.89
410814	135610 TRANSM-OH CONDUCTORS & DEVIC	Insulator - Strain & Suspension	356-160-000: 356-160-000	6436A	1972	JAN-72	27	\$390.00	\$234.42	\$155.58
Total: 356-160-000: 356-160-000							339	\$958.00	\$796.53	\$161.47
Total: 135610 TRANSM-OH CONDUCTORS & DEVIC								\$5,104.00	\$4,209.45	\$894.55
12253	135620 TRANSM-CLEARING	1303	356-104-000: 356-104-000	09975	1926	JAN-26	0	\$302.00	\$374.51	(\$72.51)
12258	135620 TRANSM-CLEARING	1303	356-104-000: 356-104-000	09975	1927	JAN-27	0	\$29.00	\$35.77	(\$6.77)
Total: 356-104-000: 356-104-000							0	\$331.00	\$410.29	(\$79.29)
Total: 135620 TRANSM-CLEARING								\$331.00	\$410.29	(\$79.29)
Asset Location Total:								\$10,996.00	\$10,239.05	\$756.95

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-036-000 TOWN OF HAMPTONBURG - 115KV - SL LINE										
404651	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-159: 354-105-159	9975A	1949	JAN-49	0	\$89.00	\$80.97	\$8.03
404650	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-159: 354-105-159	9975A	1926	JAN-26	1	\$753.00	\$820.23	(\$67.23)
Total: 354-105-159: 354-105-159							1	\$842.00	\$901.21	(\$59.21)
404653	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-160: 354-105-160	9975A	1949	JAN-49	0	\$89.00	\$80.97	\$8.03
404652	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-160: 354-105-160	9975A	1926	JAN-26	1	\$753.00	\$820.23	(\$67.23)
Total: 354-105-160: 354-105-160							1	\$842.00	\$901.21	(\$59.21)
404655	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-161: 354-105-161	9975A	1949	JAN-49	0	\$89.00	\$80.97	\$8.03
404654	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-161: 354-105-161	9975A	1926	JAN-26	1	\$753.00	\$820.23	(\$67.23)
Total: 354-105-161: 354-105-161							1	\$842.00	\$901.21	(\$59.21)
404656	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-162: 354-105-162	9975A	1926	JAN-26	1	\$834.00	\$908.47	(\$74.47)

Net Value Asset Level (Eng In Service Yr)      Month Ending : Nov-2021  
Central Hudson

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-036-000 TOWN OF HAMPTONBURG - 115KV - SL LINE										
404657	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-162: 354-105-162	9975A	1949	JAN-49	0	\$90.00	\$81.88	\$8.12
Total: 354-105-162: 354-105-162							1	\$924.00	\$990.35	(\$66.35)
404658	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-163: 354-105-163	9975A	1926	JAN-26	1	\$752.00	\$819.14	(\$67.14)
404659	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-163: 354-105-163	9975A	1949	JAN-49	0	\$90.00	\$81.88	\$8.12
Total: 354-105-163: 354-105-163							1	\$842.00	\$901.03	(\$59.03)
404661	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-164: 354-105-164	9975A	1949	JAN-49	0	\$169.00	\$153.76	\$15.24
404660	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-164: 354-105-164	9975A	1926	JAN-26	1	\$1,267.00	\$1,380.13	(\$113.13)
Total: 354-105-164: 354-105-164							1	\$1,436.00	\$1,533.88	(\$97.88)
404662	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-165: 354-105-165	9975A	1926	JAN-26	1	\$753.00	\$820.23	(\$67.23)
404663	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-165: 354-105-165	9975A	1949	JAN-49	0	\$89.00	\$80.97	\$8.03
Total: 354-105-165: 354-105-165							1	\$842.00	\$901.21	(\$59.21)

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-036-000 TOWN OF HAMPTONBURG - 115KV - SL LINE										
404665	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-166: 354-105-166	9975A	1949	JAN-49	0	\$89.00	\$80.97	\$8.03
404664	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-166: 354-105-166	9975A	1926	JAN-26	1	\$753.00	\$820.23	(\$67.23)
Total: 354-105-166: 354-105-166							1	\$842.00	\$901.21	(\$59.21)
404666	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-167: 354-105-167	9975A	1926	JAN-26	1	\$1,268.00	\$1,381.22	(\$113.22)
404667	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-167: 354-105-167	9975A	1949	JAN-49	0	\$169.00	\$153.76	\$15.24
Total: 354-105-167: 354-105-167							1	\$1,437.00	\$1,534.97	(\$97.97)
404668	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-168: 354-105-168	9975A	1926	JAN-26	1	\$1,375.00	\$1,497.77	(\$122.77)
404669	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-168: 354-105-168	9975A	1949	JAN-49	0	\$170.00	\$154.67	\$15.33
Total: 354-105-168: 354-105-168							1	\$1,545.00	\$1,652.44	(\$107.44)
404671	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-169: 354-105-169	9975A	1949	JAN-49	0	\$90.00	\$81.88	\$8.12

Net Value Asset Level (Eng In Service Yr)      Month Ending : Nov-2021  
Central Hudson

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-036-000 TOWN OF HAMPTONBURG - 115KV - SL LINE										
404670	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-169: 354-105-169	9975A	1926	JAN-26	1	\$752.00	\$819.14	(\$67.14)
Total: 354-105-169: 354-105-169							1	\$842.00	\$901.03	(\$59.03)
404672	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-170: 354-105-170	9975A	1926	JAN-26	1	\$752.00	\$819.14	(\$67.14)
404673	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-170: 354-105-170	9975A	1949	JAN-49	0	\$90.00	\$81.88	\$8.12
Total: 354-105-170: 354-105-170							1	\$842.00	\$901.03	(\$59.03)
404674	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-171: 354-105-171	9975A	1926	JAN-26	1	\$834.00	\$908.47	(\$74.47)
404675	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-171: 354-105-171	9975A	1949	JAN-49	0	\$89.00	\$80.97	\$8.03
Total: 354-105-171: 354-105-171							1	\$923.00	\$989.44	(\$66.44)
404677	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-172: 354-105-172	9975A	1949	JAN-49	0	\$89.00	\$80.97	\$8.03
404676	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-172: 354-105-172	9975A	1926	JAN-26	1	\$753.00	\$820.23	(\$67.23)
Total: 354-105-172: 354-105-172							1	\$842.00	\$901.21	(\$59.21)

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value	
1 - Electric											
02660 ROCK TAVERN - SUGARLOAF-SL LI											
02660-036-000 TOWN OF HAMPTONBURG - 115KV - SL LINE											
404678	135400	1303	354-107-100: 354-107-100	9975A	1926	JAN-26	1	\$99.00	\$107.84	(\$8.84)	
Total: 354-107-100: 354-107-100							1	\$99.00	\$107.84	(\$8.84)	
Total: 135400 TRANSM-TOWERS & FIXTURES								\$13,942.00	\$14,919.23	(\$977.23)	
410816	135610	TRANSM-OH CONDUCTORS & DEVIC	4-680	356-104-022: 356-104-022	9975A	1949	JAN-49	20,160	\$4,193.00	\$3,415.48	\$777.52
410815	135610	TRANSM-OH CONDUCTORS & DEVIC	4-680 DAMPERS	356-104-022: 356-104-022	9975A	1949	JAN-49	0	\$262.00	\$213.42	\$48.58
Total: 356-104-022: 356-104-022							20,160	\$4,455.00	\$3,628.89	\$826.11	
410818	135610	TRANSM-OH CONDUCTORS & DEVIC	2-876	356-104-024: 356-104-024	9975A	1926	JAN-26	59,696	\$6,462.00	\$6,395.01	\$66.99
410817	135610	TRANSM-OH CONDUCTORS & DEVIC	1400 ARCING HORNS	356-104-024: 356-104-024	9975A	1926	JAN-26	0	\$204.00	\$201.89	\$2.11
410819	135610	TRANSM-OH CONDUCTORS & DEVIC	4-680	356-104-024: 356-104-024	9975A	1949	JAN-49	682	\$629.00	\$512.36	\$116.64
Total: 356-104-024: 356-104-024							60,378	\$7,295.00	\$7,109.25	\$185.75	
410820	135610	TRANSM-OH CONDUCTORS & DEVIC	1400	356-160-000: 356-160-000	9975A	1926	JAN-26	1,176	\$3,271.00	\$3,237.09	\$33.91
Total: 356-160-000: 356-160-000							1,176	\$3,271.00	\$3,237.09	\$33.91	

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value	
1 - Electric											
02660 ROCK TAVERN - SUGARLOAF-SL LI											
02660-036-000 TOWN OF HAMPTONBURG - 115KV - SL LINE											
410821	135610 TRANSM-OH CONDUCTORS & DEVIC	4-6007	356-189-000: 356-189-000	9975A	1947	JAN-47	7	\$639.00	\$531.18	\$107.82	
Total: 356-189-000: 356-189-000							7	\$639.00	\$531.18	\$107.82	
Total: 135610 TRANSM-OH CONDUCTORS & DEVIC								\$15,660.00	\$14,506.42	\$1,153.58	
12249	135620 TRANSM-CLEARING	1303	356-104-000: 356-104-000	09975	1926	JAN-26	20	\$92.00	\$114.09	(\$22.09)	
12268	135620 TRANSM-CLEARING	1303	356-104-000: 356-104-000	09975	1927	JAN-27	0	\$119.00	\$146.80	(\$27.80)	
Total: 356-104-000: 356-104-000							20	\$211.00	\$260.89	(\$49.89)	
Total: 135620 TRANSM-CLEARING								\$211.00	\$260.89	(\$49.89)	
								<b>Asset Location Total:</b>	\$29,813.00	\$29,686.53	\$126.47
02660-096-000 TOWN OF BLOOMING GROVE - 115KV - SL LINE											
1523524	135400 TRANSM-TOWERS & FIXTURES	FOUNDATION/SLAB-EQUIPM	011-010-001: 011-010-001	6503A-C	2003	OCT-03	4	\$9,164.00	\$2,487.01	\$6,676.99	
1523525	135400 TRANSM-TOWERS & FIXTURES	FOUNDATION/SLAB-EQUIPM	011-010-001: 011-010-001	6503A-C	2003	OCT-03	4	\$9,164.00	\$2,487.01	\$6,676.99	
Total: 011-010-001: 011-010-001							8	\$18,328.00	\$4,974.01	\$13,353.99	
1557645	135400 TRANSM-TOWERS & FIXTURES	CROSSARM - TRANSMISSION	301-010-010: 301-010-010	6347A-C	2004	JUN-04	1	\$988.00	\$254.58	\$733.42	
Total: 301-010-010: 301-010-010							1	\$988.00	\$254.58	\$733.42	



Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-096-000 TOWN OF BLOOMING GROVE - 115KV - SL LINE										
404679	135400 TRANSM-TOWERS & FIXTURES	4-680 P 34458 34459	354-102-100: 354-102-100	9975A	1949	JAN-49	7	\$305.00	\$277.49	\$27.51
404680	135400 TRANSM-TOWERS & FIXTURES	4-1099 P 34458 34459	354-102-100: 354-102-100	9975A	1955	JAN-55	4	\$133.00	\$112.97	\$20.03
Total: 354-102-100: 354-102-100							11	\$438.00	\$390.46	\$47.54
404681	135400 TRANSM-TOWERS & FIXTURES	4-680 P 34458 34459	354-103-100: 354-103-100	9975A	1949	JAN-49	6	\$262.00	\$238.37	\$23.63
404682	135400 TRANSM-TOWERS & FIXTURES	4-1099 P 34458 34459	354-103-100: 354-103-100	9975A	1955	JAN-55	2	\$79.00	\$67.10	\$11.90
Total: 354-103-100: 354-103-100							8	\$341.00	\$305.47	\$35.53
404684	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-173: 354-105-173	9975A	1949	JAN-49	0	\$90.00	\$81.88	\$8.12
404683	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-173: 354-105-173	9975A	1926	JAN-26	1	\$834.00	\$908.47	(\$74.47)
Total: 354-105-173: 354-105-173							1	\$924.00	\$990.35	(\$66.35)
404686	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-174: 354-105-174	9975A	1949	JAN-49	0	\$90.00	\$81.88	\$8.12

Net Value Asset Level (Eng In Service Yr)      Month Ending : Nov-2021  
Central Hudson

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value	
1 - Electric											
02660 ROCK TAVERN - SUGARLOAF-SL LI											
02660-096-000 TOWN OF BLOOMING GROVE - 115KV - SL LINE											
404685	135400	1303	354-105-174:	9975A	1926	JAN-26	1	\$833.00	\$907.38	(\$74.38)	
			354-105-174								
			Total: 354-105-174: 354-105-174					1	\$923.00	\$989.26	(\$66.26)
404687	135400	1303	354-105-175:	9975A	1926	JAN-26	1	\$752.00	\$819.14	(\$67.14)	
			354-105-175								
404688	135400	4-680	354-105-175:	9975A	1949	JAN-49	0	\$90.00	\$81.88	\$8.12	
			354-105-175								
			Total: 354-105-175: 354-105-175					1	\$842.00	\$901.03	(\$59.03)
404690	135400	4-680	354-105-176:	9975A	1949	JAN-49	0	\$170.00	\$154.67	\$15.33	
			354-105-176								
404689	135400	1303	354-105-176:	9975A	1926	JAN-26	1	\$1,267.00	\$1,380.13	(\$113.13)	
			354-105-176								
			Total: 354-105-176: 354-105-176					1	\$1,437.00	\$1,534.79	(\$97.79)
404692	135400	4-680	354-105-177:	9975A	1949	JAN-49	0	\$90.00	\$81.88	\$8.12	
			354-105-177								
404691	135400	1303	354-105-177:	9975A	1926	JAN-26	1	\$752.00	\$819.14	(\$67.14)	
			354-105-177								
			Total: 354-105-177: 354-105-177					1	\$842.00	\$901.03	(\$59.03)

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-096-000 TOWN OF BLOOMING GROVE - 115KV - SL LINE										
404694	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-178: 354-105-178	9975A	1949	JAN-49	0	\$90.00	\$81.88	\$8.12
404693	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-178: 354-105-178	9975A	1926	JAN-26	1	\$752.00	\$819.14	(\$67.14)
Total: 354-105-178: 354-105-178							1	\$842.00	\$901.03	(\$59.03)
404695	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-179: 354-105-179	9975A	1926	JAN-26	1	\$752.00	\$819.14	(\$67.14)
404696	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-179: 354-105-179	9975A	1949	JAN-49	0	\$90.00	\$81.88	\$8.12
Total: 354-105-179: 354-105-179							1	\$842.00	\$901.03	(\$59.03)
404697	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-180: 354-105-180	9975A	1926	JAN-26	1	\$1,288.00	\$1,403.00	(\$115.00)
404698	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-180: 354-105-180	9975A	1949	JAN-49	0	\$89.00	\$80.97	\$8.03
Total: 354-105-180: 354-105-180							1	\$1,377.00	\$1,483.97	(\$106.97)
404699	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-181: 354-105-181	9975A	1926	JAN-26	1	\$753.00	\$820.23	(\$67.23)

Net Value Asset Level (Eng In Service Yr)      Month Ending : Nov-2021  
Central Hudson

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-096-000 TOWN OF BLOOMING GROVE - 115KV - SL LINE										
404700	135400	4-680	354-105-181:	9975A	1949	JAN-49	0	\$89.00	\$80.97	\$8.03
			354-105-181							
			Total: 354-105-181: 354-105-181				1	\$842.00	\$901.21	(\$59.21)
404701	135400	1303	354-105-182:	9975A	1926	JAN-26	1	\$753.00	\$820.23	(\$67.23)
			354-105-182							
404702	135400	4-680	354-105-182:	9975A	1949	JAN-49	0	\$89.00	\$80.97	\$8.03
			354-105-182							
			Total: 354-105-182: 354-105-182				1	\$842.00	\$901.21	(\$59.21)
404703	135400	1303	354-105-183:	9975A	1926	JAN-26	1	\$753.00	\$820.23	(\$67.23)
			354-105-183							
404704	135400	4-680	354-105-183:	9975A	1949	JAN-49	0	\$89.00	\$80.97	\$8.03
			354-105-183							
			Total: 354-105-183: 354-105-183				1	\$842.00	\$901.21	(\$59.21)
404706	135400	4-680	354-105-184:	9975A	1949	JAN-49	0	\$169.00	\$153.76	\$15.24
			354-105-184							
404705	135400	1303	354-105-184:	9975A	1926	JAN-26	1	\$1,268.00	\$1,381.22	(\$113.22)
			354-105-184							
			Total: 354-105-184: 354-105-184				1	\$1,437.00	\$1,534.97	(\$97.97)

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-096-000 TOWN OF BLOOMING GROVE - 115KV - SL LINE										
404708	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-185: 354-105-185	9975A	1949	JAN-49	0	\$170.00	\$154.67	\$15.33
404707	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-185: 354-105-185	9975A	1926	JAN-26	1	\$1,375.00	\$1,497.77	(\$122.77)
Total: 354-105-185: 354-105-185							1	\$1,545.00	\$1,652.44	(\$107.44)
404709	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-186: 354-105-186	9975A	1926	JAN-26	1	\$752.00	\$819.14	(\$67.14)
404710	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-186: 354-105-186	9975A	1949	JAN-49	0	\$90.00	\$81.88	\$8.12
Total: 354-105-186: 354-105-186							1	\$842.00	\$901.03	(\$59.03)
404711	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-187: 354-105-187	9975A	1926	JAN-26	1	\$752.00	\$819.14	(\$67.14)
404712	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-187: 354-105-187	9975A	1949	JAN-49	0	\$90.00	\$81.88	\$8.12
Total: 354-105-187: 354-105-187							1	\$842.00	\$901.03	(\$59.03)
404713	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-188: 354-105-188	9975A	1926	JAN-26	1	\$1,267.00	\$1,380.13	(\$113.13)

Net Value Asset Level (Eng In Service Yr)      Month Ending : Nov-2021  
Central Hudson

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-096-000 TOWN OF BLOOMING GROVE - 115KV - SL LINE										
404714	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-188: 354-105-188	9975A	1949	JAN-49	0	\$169.00	\$153.76	\$15.24
Total: 354-105-188: 354-105-188							1	\$1,436.00	\$1,533.88	(\$97.88)
404715	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-189: 354-105-189	9975A	1926	JAN-26	1	\$753.00	\$820.23	(\$67.23)
404716	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-189: 354-105-189	9975A	1949	JAN-49	0	\$90.00	\$81.88	\$8.12
Total: 354-105-189: 354-105-189							1	\$843.00	\$902.12	(\$59.12)
404718	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-190: 354-105-190	9975A	1949	JAN-49	0	\$90.00	\$81.88	\$8.12
404717	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-190: 354-105-190	9975A	1926	JAN-26	1	\$752.00	\$819.14	(\$67.14)
Total: 354-105-190: 354-105-190							1	\$842.00	\$901.03	(\$59.03)
404719	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-191: 354-105-191	9975A	1926	JAN-26	1	\$752.00	\$819.14	(\$67.14)
404720	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-191: 354-105-191	9975A	1949	JAN-49	0	\$90.00	\$81.88	\$8.12
Total: 354-105-191: 354-105-191							1	\$842.00	\$901.03	(\$59.03)

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-096-000 TOWN OF BLOOMING GROVE - 115KV - SL LINE										
404722	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-192: 354-105-192	9975A	1949	JAN-49	0	\$90.00	\$81.88	\$8.12
404721	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-192: 354-105-192	9975A	1926	JAN-26	1	\$752.00	\$819.14	(\$67.14)
Total: 354-105-192: 354-105-192							1	\$842.00	\$901.03	(\$59.03)
404723	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-193: 354-105-193	9975A	1926	JAN-26	1	\$1,288.00	\$1,403.00	(\$115.00)
404724	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-193: 354-105-193	9975A	1949	JAN-49	0	\$89.00	\$80.97	\$8.03
Total: 354-105-193: 354-105-193							1	\$1,377.00	\$1,483.97	(\$106.97)
404725	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-194: 354-105-194	9975A	1926	JAN-26	1	\$1,197.00	\$1,303.88	(\$106.88)
404726	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-194: 354-105-194	9975A	1949	JAN-49	0	\$89.00	\$80.97	\$8.03
Total: 354-105-194: 354-105-194							1	\$1,286.00	\$1,384.85	(\$98.85)
404727	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-195: 354-105-195	9975A	1926	JAN-26	1	\$834.00	\$908.47	(\$74.47)

Net Value Asset Level (Eng In Service Yr)      Month Ending : Nov-2021  
Central Hudson

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-096-000 TOWN OF BLOOMING GROVE - 115KV - SL LINE										
404728	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-195: 354-105-195	9975A	1949	JAN-49	0	\$89.00	\$80.97	\$8.03
Total: 354-105-195: 354-105-195							1	\$923.00	\$989.44	(\$66.44)
404729	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-196: 354-105-196	9975A	1926	JAN-26	1	\$753.00	\$820.23	(\$67.23)
404730	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-196: 354-105-196	9975A	1949	JAN-49	0	\$89.00	\$80.97	\$8.03
Total: 354-105-196: 354-105-196							1	\$842.00	\$901.21	(\$59.21)
404731	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-197: 354-105-197	9975A	1926	JAN-26	1	\$753.00	\$820.23	(\$67.23)
404732	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-197: 354-105-197	9975A	1949	JAN-49	0	\$90.00	\$81.88	\$8.12
Total: 354-105-197: 354-105-197							1	\$843.00	\$902.12	(\$59.12)
404733	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-198: 354-105-198	9975A	1926	JAN-26	1	\$1,267.00	\$1,380.13	(\$113.13)
404734	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-198: 354-105-198	9975A	1949	JAN-49	0	\$169.00	\$153.76	\$15.24
Total: 354-105-198: 354-105-198							1	\$1,436.00	\$1,533.88	(\$97.88)



Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-096-000 TOWN OF BLOOMING GROVE - 115KV - SL LINE										
404735	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-199: 354-105-199	9975A	1926	JAN-26	1	\$834.00	\$908.47	(\$74.47)
404736	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-199: 354-105-199	9975A	1949	JAN-49	0	\$89.00	\$80.97	\$8.03
Total: 354-105-199: 354-105-199							1	\$923.00	\$989.44	(\$66.44)
404737	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-200: 354-105-200	9975A	1926	JAN-26	1	\$753.00	\$820.23	(\$67.23)
404738	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-200: 354-105-200	9975A	1949	JAN-49	0	\$89.00	\$80.97	\$8.03
Total: 354-105-200: 354-105-200							1	\$842.00	\$901.21	(\$59.21)
404740	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-201: 354-105-201	9975A	1949	JAN-49	0	\$89.00	\$80.97	\$8.03
404739	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-201: 354-105-201	9975A	1926	JAN-26	1	\$753.00	\$820.23	(\$67.23)
Total: 354-105-201: 354-105-201							1	\$842.00	\$901.21	(\$59.21)
404741	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-202: 354-105-202	9975A	1926	JAN-26	1	\$834.00	\$908.47	(\$74.47)

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-096-000 TOWN OF BLOOMING GROVE - 115KV - SL LINE										
404742	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-202: 354-105-202	9975A	1949	JAN-49	0	\$90.00	\$81.88	\$8.12
Total: 354-105-202: 354-105-202							1	\$924.00	\$990.35	(\$66.35)
404743	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-203: 354-105-203	9975A	1926	JAN-26	1	\$1,196.00	\$1,302.79	(\$106.79)
404744	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-203: 354-105-203	9975A	1949	JAN-49	0	\$90.00	\$81.88	\$8.12
Total: 354-105-203: 354-105-203							1	\$1,286.00	\$1,384.67	(\$98.67)
404745	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-204: 354-105-204	9975A	1926	JAN-26	1	\$833.00	\$907.38	(\$74.38)
404746	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-204: 354-105-204	9975A	1949	JAN-49	0	\$90.00	\$81.88	\$8.12
Total: 354-105-204: 354-105-204							1	\$923.00	\$989.26	(\$66.26)
404748	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-205: 354-105-205	9975A	1949	JAN-49	0	\$90.00	\$81.88	\$8.12
404747	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-205: 354-105-205	9975A	1926	JAN-26	1	\$752.00	\$819.14	(\$67.14)
Total: 354-105-205: 354-105-205							1	\$842.00	\$901.03	(\$59.03)

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-096-000 TOWN OF BLOOMING GROVE - 115KV - SL LINE										
404750	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-206: 354-105-206	9975A	1949	JAN-49	0	\$90.00	\$81.88	\$8.12
404749	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-206: 354-105-206	9975A	1926	JAN-26	1	\$752.00	\$819.14	(\$67.14)
Total: 354-105-206: 354-105-206							1	\$842.00	\$901.03	(\$59.03)
404751	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-207: 354-105-207	9975A	1926	JAN-26	1	\$752.00	\$819.14	(\$67.14)
404752	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-207: 354-105-207	9975A	1949	JAN-49	0	\$90.00	\$81.88	\$8.12
Total: 354-105-207: 354-105-207							1	\$842.00	\$901.03	(\$59.03)
404753	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-208: 354-105-208	9975A	1926	JAN-26	1	\$693.00	\$754.88	(\$61.88)
404755	135400 TRANSM-TOWERS & FIXTURES	4-1256	354-105-208: 354-105-208	9975A	1955	JAN-55	0	\$1,691.00	\$1,436.30	\$254.70
404754	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-208: 354-105-208	9975A	1949	JAN-49	0	\$89.00	\$80.97	\$8.03
Total: 354-105-208: 354-105-208							1	\$2,473.00	\$2,272.15	\$200.85
404757	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-209: 354-105-209	9975A	1949	JAN-49	0	\$169.00	\$153.76	\$15.24

Net Value Asset Level (Eng In Service Yr)      Month Ending : Nov-2021  
Central Hudson

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-096-000 TOWN OF BLOOMING GROVE - 115KV - SL LINE										
404756	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-209: 354-105-209	9975A	1926	JAN-26	1	\$1,267.00	\$1,380.13	(\$113.13)
Total: 354-105-209: 354-105-209							1	\$1,436.00	\$1,533.88	(\$97.88)
404758	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-210: 354-105-210	9975A	1926	JAN-26	1	\$834.00	\$908.47	(\$74.47)
404759	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-210: 354-105-210	9975A	1949	JAN-49	0	\$90.00	\$81.88	\$8.12
Total: 354-105-210: 354-105-210							1	\$924.00	\$990.35	(\$66.35)
404761	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-211: 354-105-211	9975A	1949	JAN-49	0	\$90.00	\$81.88	\$8.12
404760	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-211: 354-105-211	9975A	1926	JAN-26	1	\$752.00	\$819.14	(\$67.14)
Total: 354-105-211: 354-105-211							1	\$842.00	\$901.03	(\$59.03)
404763	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-212: 354-105-212	9975A	1949	JAN-49	0	\$90.00	\$81.88	\$8.12
404762	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-212: 354-105-212	9975A	1926	JAN-26	1	\$752.00	\$819.14	(\$67.14)
Total: 354-105-212: 354-105-212							1	\$842.00	\$901.03	(\$59.03)

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value	
1 - Electric											
02660 ROCK TAVERN - SUGARLOAF-SL LI											
02660-096-000 TOWN OF BLOOMING GROVE - 115KV - SL LINE											
404764	135400	1303	354-105-213: 354-105-213	9975A	1926	JAN-26	1	\$833.00	\$907.38	(\$74.38)	
404765	135400	4-680	354-105-213: 354-105-213	9975A	1949	JAN-49	0	\$90.00	\$81.88	\$8.12	
			Total: 354-105-213: 354-105-213					1	\$923.00	\$989.26	(\$66.26)
404766	135400	1303	354-105-214: 354-105-214	9975A	1926	JAN-26	1	\$1,267.00	\$1,380.13	(\$113.13)	
404767	135400	4-680	354-105-214: 354-105-214	9975A	1949	JAN-49	0	\$169.00	\$153.76	\$15.24	
			Total: 354-105-214: 354-105-214					1	\$1,436.00	\$1,533.88	(\$97.88)
404768	135400	1303	354-105-215: 354-105-215	9975A	1926	JAN-26	1	\$1,268.00	\$1,381.22	(\$113.22)	
404769	135400	4-680	354-105-215: 354-105-215	9975A	1949	JAN-49	0	\$169.00	\$153.76	\$15.24	
			Total: 354-105-215: 354-105-215					1	\$1,437.00	\$1,534.97	(\$97.97)
404770	135400	1303	354-105-216: 354-105-216	9975A	1926	JAN-26	1	\$834.00	\$908.47	(\$74.47)	

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-096-000 TOWN OF BLOOMING GROVE - 115KV - SL LINE										
404771	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-216: 354-105-216	9975A	1949	JAN-49	0	\$89.00	\$80.97	\$8.03
Total: 354-105-216: 354-105-216							1	\$923.00	\$989.44	(\$66.44)
404772	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-217: 354-105-217	9975A	1926	JAN-26	1	\$2,032.00	\$2,213.43	(\$181.43)
404774	135400 TRANSM-TOWERS & FIXTURES	4-1169 TWR # 1217 1/2	354-105-217: 354-105-217	9975A	1956	JAN-56	1	\$436.00	\$365.76	\$70.24
404773	135400 TRANSM-TOWERS & FIXTURES	4-680	354-105-217: 354-105-217	9975A	1949	JAN-49	0	\$89.00	\$80.97	\$8.03
Total: 354-105-217: 354-105-217							2	\$2,557.00	\$2,660.16	(\$103.16)
404775	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-218: 354-105-218	9975A	1926	JAN-26	1	\$3,033.00	\$3,303.81	(\$270.81)
404776	135400 TRANSM-TOWERS & FIXTURES	4-295	354-105-218: 354-105-218	9975A	1938	JAN-38	0	\$442.00	\$444.99	(\$2.99)
Total: 354-105-218: 354-105-218							1	\$3,475.00	\$3,748.80	(\$273.80)
404777	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-219: 354-105-219	9975A	1926	JAN-26	1	\$752.00	\$819.14	(\$67.14)

Net Value Asset Level (Eng In Service Yr)      Month Ending : Nov-2021  
Central Hudson

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-096-000 TOWN OF BLOOMING GROVE - 115KV - SL LINE										
404778	135400 TRANSM-TOWERS & FIXTURES	4-1099	354-105-219: 354-105-219	9975A	1955	JAN-55	0	\$122.00	\$103.62	\$18.38
Total: 354-105-219: 354-105-219							1	\$874.00	\$922.77	(\$48.77)
404779	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-220: 354-105-220	9975A	1926	JAN-26	1	\$753.00	\$820.23	(\$67.23)
404780	135400 TRANSM-TOWERS & FIXTURES	4-1099	354-105-220: 354-105-220	9975A	1955	JAN-55	0	\$121.00	\$102.77	\$18.23
Total: 354-105-220: 354-105-220							1	\$874.00	\$923.01	(\$49.01)
404781	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-221: 354-105-221	9975A	1926	JAN-26	1	\$753.00	\$820.23	(\$67.23)
404782	135400 TRANSM-TOWERS & FIXTURES	4-1099	354-105-221: 354-105-221	9975A	1955	JAN-55	0	\$122.00	\$103.62	\$18.38
Total: 354-105-221: 354-105-221							1	\$875.00	\$923.86	(\$48.86)
404784	135400 TRANSM-TOWERS & FIXTURES	4-1099	354-105-222: 354-105-222	9975A	1955	JAN-55	0	\$199.00	\$169.03	\$29.97
404783	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-222: 354-105-222	9975A	1926	JAN-26	1	\$1,375.00	\$1,497.77	(\$122.77)
Total: 354-105-222: 354-105-222							1	\$1,574.00	\$1,666.80	(\$92.80)

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-096-000 TOWN OF BLOOMING GROVE - 115KV - SL LINE										
404785	135400 TRANSM-TOWERS & FIXTURES	4-300 P 125999 & 125600	354-107-300: 354-107-300	9975A	1938	JAN-38	2	\$257.00	\$258.74	(\$1.74)
Total: 354-107-300: 354-107-300							2	\$257.00	\$258.74	(\$1.74)
404786	135400 TRANSM-TOWERS & FIXTURES	Cross Arm -120	354-109-120: 354-109-120	0048A	1979	JAN-79	3	\$750.00	\$432.95	\$317.05
Total: 354-109-120: 354-109-120							3	\$750.00	\$432.95	\$317.05
404789	135400 TRANSM-TOWERS & FIXTURES	4-680 ADDL P125999, 600	354-111-060: 354-111-060	9975A	1949	JAN-49	0	\$546.00	\$496.75	\$49.25
404788	135400 TRANSM-TOWERS & FIXTURES	4-680 POLE 34458	354-111-060: 354-111-060	9975A	1949	JAN-49	1	\$185.00	\$168.31	\$16.69
404787	135400 TRANSM-TOWERS & FIXTURES	4-300 2P STRU 125999,600	354-111-060: 354-111-060	9975A	1938	JAN-38	2	\$180.00	\$181.22	(\$1.22)
Total: 354-111-060: 354-111-060							3	\$911.00	\$846.28	\$64.72
Total: 135400 TRANSM-TOWERS & FIXTURES								\$78,477.00	\$67,443.15	\$11,033.85
898273	135500 TRANSM-POLES & FIXTURES	FENCE/GATE	030-010-002: 030-010-002	W203A-I	1992	AUG-92	1	\$552.00	(\$36.04)	\$588.04
Total: 030-010-002: 030-010-002							1	\$552.00	(\$36.04)	\$588.04



Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-096-000 TOWN OF BLOOMING GROVE - 115KV - SL LINE										
407206	135500 TRANSM-POLES & FIXTURES	4-680	355-102-100: 355-102-100	9975A	1949	JAN-49	14	\$1,200.00	(\$192.87)	\$1,392.87
Total: 355-102-100: 355-102-100							14	\$1,200.00	(\$192.87)	\$1,392.87
407207	135500 TRANSM-POLES & FIXTURES	4-680	355-103-100: 355-103-100	9975A	1949	JAN-49	8	\$872.00	(\$140.15)	\$1,012.15
Total: 355-103-100: 355-103-100							8	\$872.00	(\$140.15)	\$1,012.15
407208	135500 TRANSM-POLES & FIXTURES	CORSSARM - WOOD (11 - 20 FT)	355-109-120: 355-109-120	0048A	1975	JAN-75	6	\$641.00	(\$66.04)	\$707.04
Total: 355-109-120: 355-109-120							6	\$641.00	(\$66.04)	\$707.04
407209	135500 TRANSM-POLES & FIXTURES	4-680	355-109-130: 355-109-130	9975A	1949	JAN-49	4	\$436.00	(\$70.08)	\$506.08
Total: 355-109-130: 355-109-130							4	\$436.00	(\$70.08)	\$506.08
407210	135500 TRANSM-POLES & FIXTURES	4-680 P 34452,34453	355-111-040: 355-111-040	9975A	1949	JAN-49	2	\$283.00	(\$45.49)	\$328.49
Total: 355-111-040: 355-111-040							2	\$283.00	(\$45.49)	\$328.49
407211	135500 TRANSM-POLES & FIXTURES	4-680 P 34455	355-111-045: 355-111-045	9975A	1949	JAN-49	1	\$153.00	(\$24.59)	\$177.59
Total: 355-111-045: 355-111-045							1	\$153.00	(\$24.59)	\$177.59

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-096-000 TOWN OF BLOOMING GROVE - 115KV - SL LINE										
407212	135500 TRANSM-POLES & FIXTURES	4-680 P 34454	355-111-050: 355-111-050	9975A	1949	JAN-49	1	\$218.00	(\$35.04)	\$253.04
Total: 355-111-050: 355-111-050							1	\$218.00	(\$35.04)	\$253.04
407213	135500 TRANSM-POLES & FIXTURES	4-680 P 34456	355-111-065: 355-111-065	9975A	1949	JAN-49	1	\$295.00	(\$47.41)	\$342.41
Total: 355-111-065: 355-111-065							1	\$295.00	(\$47.41)	\$342.41
407214	135500 TRANSM-POLES & FIXTURES	4-680 P 34451,34457	355-111-070: 355-111-070	9975A	1949	JAN-49	2	\$818.00	(\$131.47)	\$949.47
Total: 355-111-070: 355-111-070							2	\$818.00	(\$131.47)	\$949.47
Total: 135500 TRANSM-POLES & FIXTURES								\$5,468.00	(\$789.18)	\$6,257.18
1363590	135610 TRANSM-OH CONDUCTORS & DEVIC	WIRE (RUN OR SPAN-COMPLETE) (SPECIFIC)	210-020-001 (SPECIFIC): 210-020-001	I927A-L	1998	OCT-98	600	\$4,515.00	\$1,429.31	\$3,085.69
Total: 210-020-001 (SPECIFIC): 210-020-001							600	\$4,515.00	\$1,429.31	\$3,085.69
1557765	135610 TRANSM-OH CONDUCTORS & DEVIC	INSULATORS (TRANSMISSION LINE ONLY)	210-070-001: 210-070-001	6347A-C	2004	JUN-04	6	\$5,598.00	\$1,361.89	\$4,236.11
Total: 210-070-001: 210-070-001							6	\$5,598.00	\$1,361.89	\$4,236.11
410823	135610 TRANSM-OH CONDUCTORS & DEVIC	4-1099	356-104-022: 356-104-022	9975A	1955	JAN-55	5,686	\$1,950.00	\$1,487.04	\$462.96

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-096-000 TOWN OF BLOOMING GROVE - 115KV - SL LINE										
410822	135610 TRANSM-OH CONDUCTORS & DEVIC	4-680	356-104-022: 356-104-022	9975A	1949	JAN-49	66,574	\$13,845.00	\$11,277.67	\$2,567.33
Total: 356-104-022: 356-104-022							72,260	\$15,795.00	\$12,764.72	\$3,030.28
410825	135610 TRANSM-OH CONDUCTORS & DEVIC	2-876	356-104-024: 356-104-024	9975A	1926	JAN-26	215,894	\$23,371.00	\$23,128.70	\$242.30
410826	135610 TRANSM-OH CONDUCTORS & DEVIC	4-680	356-104-024: 356-104-024	9975A	1949	JAN-49	1,090	\$1,006.00	\$819.45	\$186.55
410824	135610 TRANSM-OH CONDUCTORS & DEVIC	1400 ARCING HORNS	356-104-024: 356-104-024	9975A	1926	JAN-26	0	\$755.00	\$747.17	\$7.83
Total: 356-104-024: 356-104-024							216,984	\$25,132.00	\$24,695.33	\$436.67
410827	135610 TRANSM-OH CONDUCTORS & DEVIC	4-680 TAP TO MONROE	356-106-022: 356-106-022	9975A	1949	JAN-49	525	\$251.00	\$204.46	\$46.54
Total: 356-106-022: 356-106-022							525	\$251.00	\$204.46	\$46.54
410828	135610 TRANSM-OH CONDUCTORS & DEVIC	4-680 TAP TO MONROE	356-106-094: 356-106-094	9975A	1949	JAN-49	175	\$54.00	\$43.99	\$10.01
Total: 356-106-094: 356-106-094							175	\$54.00	\$43.99	\$10.01
410833	135610 TRANSM-OH CONDUCTORS & DEVIC	4-680	356-160-000: 356-160-000	9975A	1949	JAN-49	9	\$55.00	\$44.80	\$10.20

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value	
1 - Electric											
02660 ROCK TAVERN - SUGARLOAF-SL LI											
02660-096-000 TOWN OF BLOOMING GROVE - 115KV - SL LINE											
410829	135610 TRANSM-OH CONDUCTORS & DEVIC	1400	356-160-000: 356-160-000	9975A	1926	JAN-26	4,233	\$11,789.00	\$11,666.78	\$122.22	
410834	135610 TRANSM-OH CONDUCTORS & DEVIC	4-680 TAP TO MONROE	356-160-000: 356-160-000	9975A	1949	JAN-49	288	\$1,745.00	\$1,421.42	\$323.58	
410832	135610 TRANSM-OH CONDUCTORS & DEVIC	4-295	356-160-000: 356-160-000	9975A	1938	JAN-38	0	\$117.00	\$105.61	\$11.39	
410835	135610 TRANSM-OH CONDUCTORS & DEVIC	4-1256	356-160-000: 356-160-000	9975A	1955	JAN-55	60	\$312.00	\$237.93	\$74.07	
410830	135610 TRANSM-OH CONDUCTORS & DEVIC	1400	356-160-000: 356-160-000	9975A	1929	JAN-29	33	\$122.00	\$118.16	\$3.84	
410831	135610 TRANSM-OH CONDUCTORS & DEVIC	4-300	356-160-000: 356-160-000	9975A	1938	JAN-38	48	\$208.00	\$187.75	\$20.25	
410836	135610 TRANSM-OH CONDUCTORS & DEVIC	Insulator - Strain & Suspension	356-160-000: 356-160-000	9978A	1956	JAN-56	54	\$2.00	\$1.51	\$0.49	
Total:							356-160-000: 356-160-000	4,725	\$14,350.00	\$13,783.94	\$566.06
410837	135610 TRANSM-OH CONDUCTORS & DEVIC	1400	356-160-200: 356-160-200	9975A	1929	JAN-29	6	\$197.00	\$190.80	\$6.20	
Total:							356-160-200: 356-160-200	6	\$197.00	\$190.80	\$6.20
410838	135610 TRANSM-OH CONDUCTORS & DEVIC	8-5677	356-176-000: 356-176-000	9975A	1938	JAN-38	1	\$1,946.00	\$1,756.51	\$189.49	

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-096-000 TOWN OF BLOOMING GROVE - 115KV - SL LINE										
410839	135610 TRANSM-OH CONDUCTORS & DEVIC	8-5677	356-176-000: 356-176-000	9975A	1949	JAN-49	1	\$3,304.00	\$2,691.33	\$612.67
410840	135610 TRANSM-OH CONDUCTORS & DEVIC	4-1256	356-176-000: 356-176-000	9975A	1955	JAN-55	1	\$3,561.00	\$2,715.57	\$845.43
Total: 356-176-000: 356-176-000							3	\$8,811.00	\$7,163.40	\$1,647.60
410842	135610 TRANSM-OH CONDUCTORS & DEVIC	4-1169	356-189-000: 356-189-000	9975A	1956	JAN-56	1	\$1.00	\$0.75	\$0.25
410841	135610 TRANSM-OH CONDUCTORS & DEVIC	4-6007	356-189-000: 356-189-000	9975A	1947	JAN-47	15	\$1,370.00	\$1,138.85	\$231.15
Total: 356-189-000: 356-189-000							16	\$1,371.00	\$1,139.60	\$231.40
Total: 135610 TRANSM-OH CONDUCTORS & DEVIC								\$76,074.00	\$62,777.44	\$13,296.56
12269	135620 TRANSM-CLEARING	1303	356-104-000: 356-104-000	09975	1927	JAN-27	0	\$72.00	\$88.82	(\$16.82)
12246	135620 TRANSM-CLEARING	1303	356-104-000: 356-104-000	09975	1926	JAN-26	68	\$5,331.00	\$6,610.99	(\$1,279.99)
Total: 356-104-000: 356-104-000							68	\$5,403.00	\$6,699.81	(\$1,296.81)
Total: 135620 TRANSM-CLEARING								\$5,403.00	\$6,699.81	(\$1,296.81)
<b>Asset Location Total:</b>								<b>\$165,422.00</b>	<b>\$136,131.22</b>	<b>\$29,290.78</b>

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-097-000 TOWN OF CHESTER - 115KV - SL LINE										
1523526	135400 TRANSM-TOWERS & FIXTURES	FOUNDATION/SLAB-EQUIPN	011-010-001: 011-010-001	6503A-C	2003	OCT-03	4	\$9,164.00	\$2,487.01	\$6,676.99
1523527	135400 TRANSM-TOWERS & FIXTURES	FOUNDATION/SLAB-EQUIPN	011-010-001: 011-010-001	6503A-C	2003	OCT-03	4	\$9,164.00	\$2,487.01	\$6,676.99
Total: 011-010-001: 011-010-001							8	\$18,328.00	\$4,974.01	\$13,353.99
404791	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-223: 354-105-223	9975A	1926	JAN-26	1	\$834.00	\$908.47	(\$74.47)
404792	135400 TRANSM-TOWERS & FIXTURES	4-1099	354-105-223: 354-105-223	9975A	1955	JAN-55	0	\$121.00	\$102.77	\$18.23
Total: 354-105-223: 354-105-223							1	\$955.00	\$1,011.24	(\$56.24)
404794	135400 TRANSM-TOWERS & FIXTURES	4-1099	354-105-224: 354-105-224	9975A	1955	JAN-55	0	\$122.00	\$103.62	\$18.38
404793	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-224: 354-105-224	9975A	1926	JAN-26	1	\$752.00	\$819.14	(\$67.14)
Total: 354-105-224: 354-105-224							1	\$874.00	\$922.77	(\$48.77)
404795	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-225: 354-105-225	9975A	1926	JAN-26	1	\$753.00	\$820.23	(\$67.23)

Net Value Asset Level (Eng In Service Yr)      Month Ending : Nov-2021  
Central Hudson

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-097-000 TOWN OF CHESTER - 115KV - SL LINE										
404796	135400 TRANSM-TOWERS & FIXTURES	4-1099	354-105-225: 354-105-225	9975A	1955	JAN-55	0	\$121.00	\$102.77	\$18.23
Total: 354-105-225: 354-105-225							1	\$874.00	\$923.01	(\$49.01)
404797	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-226: 354-105-226	9975A	1926	JAN-26	1	\$753.00	\$820.23	(\$67.23)
404798	135400 TRANSM-TOWERS & FIXTURES	4-1099	354-105-226: 354-105-226	9975A	1955	JAN-55	0	\$122.00	\$103.62	\$18.38
Total: 354-105-226: 354-105-226							1	\$875.00	\$923.86	(\$48.86)
404799	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-227: 354-105-227	9975A	1926	JAN-26	1	\$752.00	\$819.14	(\$67.14)
404800	135400 TRANSM-TOWERS & FIXTURES	4-1099	354-105-227: 354-105-227	9975A	1955	JAN-55	0	\$122.00	\$103.62	\$18.38
Total: 354-105-227: 354-105-227							1	\$874.00	\$922.77	(\$48.77)
404801	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-228: 354-105-228	9975A	1926	JAN-26	1	\$752.00	\$819.14	(\$67.14)
404802	135400 TRANSM-TOWERS & FIXTURES	4-1099	354-105-228: 354-105-228	9975A	1955	JAN-55	0	\$122.00	\$103.62	\$18.38
Total: 354-105-228: 354-105-228							1	\$874.00	\$922.77	(\$48.77)

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-097-000 TOWN OF CHESTER - 115KV - SL LINE										
404804	135400 TRANSM-TOWERS & FIXTURES	4-1099	354-105-229: 354-105-229	9975A	1955	JAN-55	0	\$122.00	\$103.62	\$18.38
404803	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-229: 354-105-229	9975A	1926	JAN-26	1	\$1,196.00	\$1,302.79	(\$106.79)
Total: 354-105-229: 354-105-229							1	\$1,318.00	\$1,406.41	(\$88.41)
404805	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-230: 354-105-230	9975A	1926	JAN-26	1	\$753.00	\$820.23	(\$67.23)
404806	135400 TRANSM-TOWERS & FIXTURES	4-1099	354-105-230: 354-105-230	9975A	1955	JAN-55	0	\$121.00	\$102.77	\$18.23
Total: 354-105-230: 354-105-230							1	\$874.00	\$923.01	(\$49.01)
404808	135400 TRANSM-TOWERS & FIXTURES	4-1099	354-105-231: 354-105-231	9975A	1955	JAN-55	0	\$122.00	\$103.62	\$18.38
404807	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-231: 354-105-231	9975A	1926	JAN-26	1	\$753.00	\$820.23	(\$67.23)
Total: 354-105-231: 354-105-231							1	\$875.00	\$923.86	(\$48.86)
404809	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-232: 354-105-232	9975A	1926	JAN-26	1	\$752.00	\$819.14	(\$67.14)



Net Value Asset Level (Eng In Service Yr)      Month Ending : Nov-2021  
Central Hudson

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-097-000 TOWN OF CHESTER - 115KV - SL LINE										
404810	135400 TRANSM-TOWERS & FIXTURES	4-1099	354-105-232: 354-105-232	9975A	1955	JAN-55	0	\$122.00	\$103.62	\$18.38
Total: 354-105-232: 354-105-232							1	\$874.00	\$922.77	(\$48.77)
404812	135400 TRANSM-TOWERS & FIXTURES	4-1099	354-105-233: 354-105-233	9975A	1955	JAN-55	0	\$122.00	\$103.62	\$18.38
404811	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-233: 354-105-233	9975A	1926	JAN-26	1	\$1,196.00	\$1,302.79	(\$106.79)
Total: 354-105-233: 354-105-233							1	\$1,318.00	\$1,406.41	(\$88.41)
404813	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-234: 354-105-234	9975A	1926	JAN-26	1	\$834.00	\$908.47	(\$74.47)
404814	135400 TRANSM-TOWERS & FIXTURES	4-1099	354-105-234: 354-105-234	9975A	1955	JAN-55	0	\$121.00	\$102.77	\$18.23
Total: 354-105-234: 354-105-234							1	\$955.00	\$1,011.24	(\$56.24)
404815	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-235: 354-105-235	9975A	1926	JAN-26	1	\$1,288.00	\$1,403.00	(\$115.00)
404816	135400 TRANSM-TOWERS & FIXTURES	4-1099	354-105-235: 354-105-235	9975A	1955	JAN-55	0	\$249.00	\$211.50	\$37.50
Total: 354-105-235: 354-105-235							1	\$1,537.00	\$1,614.50	(\$77.50)

Net Value Asset Level (Eng In Service Yr)      Month Ending : Nov-2021  
Central Hudson

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-097-000 TOWN OF CHESTER - 115KV - SL LINE										
404817	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-236: 354-105-236	9975A	1926	JAN-26	1	\$1,288.00	\$1,403.00	(\$115.00)
Total: 354-105-236: 354-105-236							1	\$1,288.00	\$1,403.00	(\$115.00)
404818	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-237: 354-105-237	9975A	1926	JAN-26	1	\$753.00	\$820.23	(\$67.23)
404819	135400 TRANSM-TOWERS & FIXTURES	4-1099	354-105-237: 354-105-237	9975A	1955	JAN-55	0	\$121.00	\$102.77	\$18.23
Total: 354-105-237: 354-105-237							1	\$874.00	\$923.01	(\$49.01)
404821	135400 TRANSM-TOWERS & FIXTURES	4-1099	354-105-238: 354-105-238	9975A	1955	JAN-55	0	\$122.00	\$103.62	\$18.38
404820	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-238: 354-105-238	9975A	1926	JAN-26	1	\$753.00	\$820.23	(\$67.23)
Total: 354-105-238: 354-105-238							1	\$875.00	\$923.86	(\$48.86)
404823	135400 TRANSM-TOWERS & FIXTURES	4-1099	354-105-239: 354-105-239	9975A	1955	JAN-55	0	\$199.00	\$169.03	\$29.97
404822	135400 TRANSM-TOWERS & FIXTURES	1303	354-105-239: 354-105-239	9975A	1926	JAN-26	1	\$1,375.00	\$1,497.77	(\$122.77)
Total: 354-105-239: 354-105-239							1	\$1,574.00	\$1,666.80	(\$92.80)

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-097-000 TOWN OF CHESTER - 115KV - SL LINE										
404824	135400	1303	354-105-240: 354-105-240	9975A	1926	JAN-26	1	\$834.00	\$908.47	(\$74.47)
		TRANSM-TOWERS & FIXTURES								
404825	135400	4-1099	354-105-240: 354-105-240	9975A	1955	JAN-55	0	\$121.00	\$102.77	\$18.23
		TRANSM-TOWERS & FIXTURES								
Total: 354-105-240: 354-105-240							1	\$955.00	\$1,011.24	(\$56.24)
Total: 135400 TRANSM-TOWERS & FIXTURES								\$36,971.00	\$24,736.53	\$12,234.47
34478813	135510	300-010-000	300-010-000: 300-010-000	0369-D	2005	NOV-05	1	\$11,890.00	\$3,455.00	\$8,435.00
		TRANSM-POLES & FIXTURES	TRANSMISSION POLE							
Total: 300-010-000: 300-010-000							1	\$11,890.00	\$3,455.00	\$8,435.00
Total: 135510 TRANSM-POLES & FIXTURES								\$12,732.00	\$3,699.67	\$9,032.33
34478807	135510	301-030-001 GUY (SPECIFIC)	301-030-001 (SPECIFIC): 301-030-001	0369-D	2005	NOV-05	1	\$842.00	\$244.67	\$597.33
		TRANSM-POLES & FIXTURES								
Total: 301-030-001 (SPECIFIC): 301-030-001							1	\$842.00	\$244.67	\$597.33
Total: 135510 TRANSM-POLES & FIXTURES								\$12,732.00	\$3,699.67	\$9,032.33
410843	135610	4-1099	356-104-022: 356-104-022	9975A	1955	JAN-55	26,668	\$9,146.00	\$6,974.61	\$2,171.39
		TRANSM-OH CONDUCTORS & DEVIC								
Total: 356-104-022: 356-104-022							26,668	\$9,146.00	\$6,974.61	\$2,171.39
410845	135610	1400	356-104-024: 356-104-024	9975A	1926	JAN-26	0	\$473.00	\$468.10	\$4.90
		TRANSM-OH CONDUCTORS & DEVIC	ARCING HORNS							

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-097-000 TOWN OF CHESTER - 115KV - SL LINE										
410844	135610 TRANSM-OH CONDUCTORS & DEVIC	2-876	356-104-024: 356-104-024	9975A	1926	JAN-26	76,890	\$8,321.00	\$8,234.73	\$86.27
Total: 356-104-024: 356-104-024							76,890	\$8,794.00	\$8,702.83	\$91.17
410846	135610 TRANSM-OH CONDUCTORS & DEVIC	S8284A	356-104-080: 356-104-080	9975A	1973	JAN-73	1,440	\$5,386.00	\$3,182.91	\$2,203.09
Total: 356-104-080: 356-104-080							1,440	\$5,386.00	\$3,182.91	\$2,203.09
410847	135610 TRANSM-OH CONDUCTORS & DEVIC	1400	356-160-000: 356-160-000	9975A	1926	JAN-26	897	\$2,495.00	\$2,469.13	\$25.87
410848	135610 TRANSM-OH CONDUCTORS & DEVIC	S8284A	356-160-000: 356-160-000	9975A	1973	JAN-73	108	\$1,150.00	\$679.60	\$470.40
Total: 356-160-000: 356-160-000							1,005	\$3,645.00	\$3,148.74	\$496.26
410849	135610 TRANSM-OH CONDUCTORS & DEVIC	4-6007	356-189-000: 356-189-000	9975A	1947	JAN-47	4	\$365.00	\$303.42	\$61.58
Total: 356-189-000: 356-189-000							4	\$365.00	\$303.42	\$61.58
Total: 135610 TRANSM-OH CONDUCTORS & DEVIC								\$27,336.00	\$22,312.51	\$5,023.49

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
02660 ROCK TAVERN - SUGARLOAF-SL LI										
02660-097-000 TOWN OF CHESTER - 115KV - SL LINE										
12254	135620	1303	356-104-000: 356-104-000	09975	1926	JAN-26	25	\$2,130.00	\$2,641.42	(\$511.42)
Total: 356-104-000: 356-104-000							25	\$2,130.00	\$2,641.42	(\$511.42)
Total: 135620 TRANSM-CLEARING								\$2,130.00	\$2,641.42	(\$511.42)
Asset Location Total:								\$79,169.00	\$53,390.13	\$25,778.87
Major Location Total:								\$285,400.00	\$229,446.92	\$55,953.08
Business Segment Total:								\$285,400.00	\$229,446.92	\$55,953.08
Company Total:								\$285,400.00	\$229,446.92	\$55,953.08
Grand Total for Selected Assets:							509,140	\$285,400.00	\$229,446.92	\$55,953.08

**SCHEDULE 2.02(a) (continued)**

**Transmission Substation Facilities**

See attached.

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
01140 SUGARLOAF SUBSTATION *T*-EA										
01140-097-000 TOWN OF CHESTER - NORTH SIDE OF SUGARLOAF MOUNTAIN ROAD - EAST OF KINGS HIGHWAY										
43762638	135200 TRANSM-STRUCTURES & IMPROVEM	Substation Sign with Name, Address, Emergency Contact Info 40"x30"	030-080-001: 030-080-001	8781-G	2019	SEP-19	1	\$422.79	\$14.83	\$407.96
Total: 030-080-001: 030-080-001							1	\$422.79	\$14.83	\$407.96
377057	135200 TRANSM-STRUCTURES & IMPROVEM	INCL 12FT GATE	352-102-001: 352-102-001	41110	1954	JAN-54	587	\$5,827.00	\$5,650.98	\$176.02
Total: 352-102-001: 352-102-001							587	\$5,827.00	\$5,650.98	\$176.02
377058	135200 TRANSM-STRUCTURES & IMPROVEM	DRIVEWAY	352-103-001: 352-103-001	41110	1954	JAN-54	225	\$774.00	\$750.62	\$23.38
Total: 352-103-001: 352-103-001							225	\$774.00	\$750.62	\$23.38
377059	135200 TRANSM-STRUCTURES & IMPROVEM	12 INCH CULVERT	352-106-001: 352-106-001	41110	1954	JAN-54	35	\$702.00	\$680.79	\$21.21
Total: 352-106-001: 352-106-001							35	\$702.00	\$680.79	\$21.21
377060	135200 TRANSM-STRUCTURES & IMPROVEM	12 INCH CULVERT	352-106-002: 352-106-002	41110	1954	JAN-54	23	\$282.00	\$273.48	\$8.52
Total: 352-106-002: 352-106-002							23	\$282.00	\$273.48	\$8.52
377061	135200 TRANSM-STRUCTURES & IMPROVEM	DRAINAGE DITCH	352-106-003: 352-106-003	41110	1954	JAN-54	590	\$1,476.00	\$1,431.41	\$44.59
Total: 352-106-003: 352-106-003							590	\$1,476.00	\$1,431.41	\$44.59

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
01140 SUGARLOAF SUBSTATION *T*-EA										
01140-097-000 TOWN OF CHESTER - NORTH SIDE OF SUGARLOAF MOUNTAIN ROAD - EAST OF KINGS HIGHWAY										
377062	135200	4 INCH TILE DRAIN	352-106-004:	41110	1954	JAN-54	80	\$365.00	\$353.97	\$11.03
	TRANSM-STRUCTURES & IMPROVEM		352-106-004							
Total: 352-106-004: 352-106-004							80	\$365.00	\$353.97	\$11.03
377063	135200	Grading	352-110-001:	41110	1954	JAN-54	0	\$8,620.00	\$8,359.60	\$260.40
	TRANSM-STRUCTURES & IMPROVEM		352-110-001							
Total: 352-110-001: 352-110-001							0	\$8,620.00	\$8,359.60	\$260.40
Total: 135200 TRANSM-STRUCTURES & IMPROVEM								\$18,468.79	\$17,515.69	\$953.10
1409944	135311	SD LINE LIGHTNING ARRESTERS	160-230-001:	4341A-C	2000	JUN-00	3	\$7,876.00	\$2,598.75	\$5,277.25
	TRANSM-STATION EQUIPMENT-IN		160-230-001							
1409943	135311	SD LINE LIGHTNING ARRESTERS	160-230-001:	4341A-C	2000	JUN-00	3	\$7,876.00	\$2,598.75	\$5,277.25
	TRANSM-STATION EQUIPMENT-IN		160-230-001							
1409945	135311	SJ LINE LIGHTNING ARRESTERS	160-230-001:	4341A-C	2000	JUN-00	3	\$7,876.00	\$2,598.75	\$5,277.25
	TRANSM-STATION EQUIPMENT-IN		160-230-001							
Total: 160-230-001: 160-230-001							9	\$23,628.00	\$7,796.26	\$15,831.74
384678	135311	R&IE DISC SW. 600A TYPE AVH5 115KV 3P	165-020-000 (SPECIFIC):	1110A-4	1954	JAN-54	1	\$1,833.00	\$1,567.19	\$265.81
	TRANSM-STATION EQUIPMENT-IN		165-020-000							
384681	135311	R&IE DISC SW. 600A W/GRD SW115KV TYPEAVH5	165-020-000 (SPECIFIC):	1110A-4	1954	JAN-54	1	\$3,848.00	\$3,289.99	\$558.01
	TRANSM-STATION EQUIPMENT-IN		165-020-000							
384679	135311	R&IE DISC 600A W/GRD SW	165-020-000 (SPECIFIC):	1110A-4	1954	JAN-54	3	\$3,848.00	\$3,289.99	\$558.01
	TRANSM-STATION EQUIPMENT-IN		165-020-000							



Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
01140 SUGARLOAF SUBSTATION *T*-EA										
01140-097-000 TOWN OF CHESTER - NORTH SIDE OF SUGARLOAF MOUNTAIN ROAD - EAST OF KINGS HIGHWAY										
1332832	135311 TRANSM-STATION EQUIPMENT-IN	SL-1220 115KV, 1200A DIC. SW R&IEAVA5 W/ABB LIVE PARTS	165-020-000 (SPECIFIC): 165-020-000	8059A-B	1995	DEC-95	1	\$25,287.00	\$9,973.26	\$15,313.74
384674	135311 TRANSM-STATION EQUIPMENT-IN	R&IE DISC SW.115KV 600A TYPE AVH5 3P	165-020-000 (SPECIFIC): 165-020-000	1110A-4	1954	JAN-54	1	\$1,833.00	\$1,567.19	\$265.81
1332833	135311 TRANSM-STATION EQUIPMENT-IN	SL-1222 115KV, 1200A DISC. SW R&IEAVH5 W/ABB LIVE PARTS W/3P GANG OPERGRD. SW. SL-1223	165-020-000 (SPECIFIC): 165-020-000	8059A-B	1995	DEC-95	1	\$25,287.00	\$9,973.26	\$15,313.74
384682	135311 TRANSM-STATION EQUIPMENT-IN	R&IE DISC SW. 600A TYPE AVH5 115KV 3P	165-020-000 (SPECIFIC): 165-020-000	1110A-4	1954	JAN-54	1	\$1,834.00	\$1,568.05	\$265.95
Total: 165-020-000 (SPECIFIC): 165-020-000							9	\$63,770.00	\$31,228.93	\$32,541.07
789374	135311 TRANSM-STATION EQUIPMENT-IN	DISC. SW. INSULATORS	165-020-003: 165-020-003	L944A-L	1999	JUN-99	6	\$3,718.00	\$1,275.43	\$2,442.57
1409932	135311 TRANSM-STATION EQUIPMENT-IN	SJ1202 DISC. SW. INSULATORS	165-020-003: 165-020-003	4341A-C	2000	JUN-00	6	\$4,194.00	\$1,383.85	\$2,810.15
1409936	135311 TRANSM-STATION EQUIPMENT-IN	SD1190 DISC. SW. INSULATORS	165-020-003: 165-020-003	4341A-C	2000	JUN-00	6	\$4,194.00	\$1,383.85	\$2,810.15
1409933	135311 TRANSM-STATION EQUIPMENT-IN	SJ1200 DISC. SW. INSULATORS	165-020-003: 165-020-003	4341A-C	2000	JUN-00	6	\$4,194.00	\$1,383.85	\$2,810.15
Total: 165-020-003: 165-020-003							24	\$16,300.00	\$5,426.97	\$10,873.03
384663	135311 TRANSM-STATION EQUIPMENT-IN	WEST 1200A SN 119Y9608	165-030-000: 165-030-000	40918	1953	JAN-53	1	\$24,100.00	\$20,825.78	\$3,274.22

Net Value Asset Level (Eng In Service Yr) Month Ending : Nov-2021  
 Central Hudson

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
01140 SUGARLOAF SUBSTATION *T*-EA										
01140-097-000 TOWN OF CHESTER - NORTH SIDE OF SUGARLOAF MOUNTAIN ROAD - EAST OF KINGS HIGHWAY										
384666	135311	WEST 1200A SN 132Y1686	165-030-000: 165-030-000	41110	1954	JAN-54	1	\$29,369.00	\$25,110.14	\$4,258.86
		TRANSM-STATION EQUIPMENT-IN								
384669	135311	WEST 1200A SN 231Y3225	165-030-000: 165-030-000	41110	1954	JAN-54	1	\$29,370.00	\$25,110.99	\$4,259.01
		TRANSM-STATION EQUIPMENT-IN								
384667	135311	WEST 1200A SN 119Y9608	165-030-000: 165-030-000	41110	1954	JAN-54	0	\$3,502.00	\$2,994.17	\$507.83
		TRANSM-STATION EQUIPMENT-IN								
		Total: 165-030-000: 165-030-000					3	\$86,341.00	\$74,041.08	\$12,299.92
1332834	135311	MAIN STRAIN BUS795 MCM ACSR	210-030-003: 210-030-003	8059A-B	1995	DEC-95	432	\$23,589.00	\$9,303.56	\$14,285.44
		TRANSM-STATION EQUIPMENT-IN								
		Total: 210-030-003: 210-030-003					432	\$23,589.00	\$9,303.56	\$14,285.44
384638	135311	MAIN STRUCT	353-130-012: 353-130-012	41110	1954	JAN-54	6	\$883.00	\$754.95	\$128.05
		TRANSM-STATION EQUIPMENT-IN								
		Total: 353-130-012: 353-130-012					6	\$883.00	\$754.95	\$128.05
384642	135311	MAIN STRUCT	353-131-001: 353-131-001	41110	1954	JAN-54	120,812	\$47,114.00	\$40,281.90	\$6,832.10
		TRANSM-STATION EQUIPMENT-IN								
		Total: 353-131-001: 353-131-001					120,812	\$47,114.00	\$40,281.90	\$6,832.10
384842	135311	Outdoor Lighting Set	353-157-000: 353-157-000	41110	1954	JAN-54	0	\$2,255.00	\$1,928.00	\$327.00
		TRANSM-STATION EQUIPMENT-IN								
		Total: 353-157-000: 353-157-000					0	\$2,255.00	\$1,928.00	\$327.00

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
01140 SUGARLOAF SUBSTATION *T*-EA										
01140-097-000 TOWN OF CHESTER - NORTH SIDE OF SUGARLOAF MOUNTAIN ROAD - EAST OF KINGS HIGHWAY										
384867	135311 TRANSM-STATION EQUIPMENT-IN	Grounding	353-189-000: 353-189-000	41110	1954	JAN-54	0	\$4,039.00	\$3,453.30	\$585.70
384869	135311 TRANSM-STATION EQUIPMENT-IN	LT ARR GROUNDS	353-189-000: 353-189-000	09370	1974	JAN-74	0	\$605.00	\$392.02	\$212.98
384868	135311 TRANSM-STATION EQUIPMENT-IN	8 LIGHTNING RODS	353-189-000: 353-189-000	41110	1954	JAN-54	0	\$327.00	\$279.58	\$47.42
Total: 353-189-000: 353-189-000							0	\$4,971.00	\$4,124.90	\$846.10
Total: 135311 TRANSM-STATION EQUIPMENT-IN								\$268,851.00	\$174,886.55	\$93,964.45
387162	135312 TRANSM-SUPERVISORY EQUIPMENT	CONTROL DATA 44-500	353-165-001: 353-165-001	08461	1975	JAN-75	1	\$19,310.00	\$16,622.10	\$2,687.90
Total: 353-165-001: 353-165-001							1	\$19,310.00	\$16,622.10	\$2,687.90
Total: 135312 TRANSM-SUPERVISORY EQUIPMENT								\$19,310.00	\$16,622.10	\$2,687.90
39735268	135320 TRANSM-STATION EQUIPMENT-HEL	W-1163 VERT. BR'K. DISC. SW. 115KV,1200A R&IE TTR-A-5 W/ABB LIVE PARTS,W/ARC	165-020-000 (SPECIFIC): 165-020-000	8059A-B	1995	DEC-95	1	\$39,711.00	\$18,516.88	\$21,194.12
Total: 165-020-000 (SPECIFIC): 165-020-000							1	\$39,711.00	\$18,516.88	\$21,194.12
39735279	135320 TRANSM-STATION EQUIPMENT-HEL	W-1163 MOTOR OPERATOR F/R&IETTR-A-5 VERTICAL BREAK SWITCHOPERATE SW. IN 4-6 SEC'S.,	165-020-002: 165-020-002	8059A-B	1995	DEC-95	1	\$14,025.00	\$6,539.73	\$7,485.27
Total: 165-020-002: 165-020-002							1	\$14,025.00	\$6,539.73	\$7,485.27
Total: 135320 TRANSM-STATION EQUIPMENT-HEL								\$53,736.00	\$25,056.61	\$28,679.39
Asset Location Total:								\$360,365.79	\$234,080.94	\$126,284.85

Business Segment

Major Location

Asset Location

Asset Id	Utility Account	Asset Description	Property Unit Property	Work Order Number	Vintage	In Service	Accum Qty	Accum Cost	Allocated Reserve	Net Value
1 - Electric										
01140 SUGARLOAF SUBSTATION *T*-EA										
01140-097-154 TOWN OF CHESTER - CONTROL HOUSE										
39916771	135311 TRANSM-STATION EQUIPMENT-IN	Fault Indicators - SD & SJ Lines	171-020-001: 171-020-001	8732-F	2017	NOV-17	6	\$14,725.88	\$1,172.98	\$13,552.90
Total: 171-020-001: 171-020-001							6	\$14,725.88	\$1,172.98	\$13,552.90
39916776	135311 TRANSM-STATION EQUIPMENT-IN	Insulators 115kV SD, SL & SJ Lines	210-030-000: 210-030-000	8732-F	2017	NOV-17	9	\$41,181.79	\$3,280.29	\$37,901.50
Total: 210-030-000: 210-030-000							9	\$41,181.79	\$3,280.29	\$37,901.50
Total: 135311 TRANSM-STATION EQUIPMENT-IN								\$55,907.67	\$4,453.27	\$51,454.40
Asset Location Total:								\$55,907.67	\$4,453.27	\$51,454.40
Major Location Total:								\$416,273.46	\$238,534.21	\$177,739.25
Business Segment Total:								\$416,273.46	\$238,534.21	\$177,739.25
Company Total:								\$416,273.46	\$238,534.21	\$177,739.25
Grand Total for Selected Assets:							122,854	\$416,273.46	\$238,534.21	\$177,739.25

**SCHEDULE 2.02(b)**  
**Multifunction Contracts**

None.

**SCHEDULE 2.03(1)**  
**Undepreciated Assets Being Retained**

None.

**SCHEDULE 3.03(b)**  
**Third-Party Consents**

None.

**SCHEDULE 3.05(f)**

**Third-Party Options, Rights of First Refusal or First Offer or Rights of Reverter, Etc.**

None.



**SCCHEDULE 6.02(e)**  
**Consents, Approvals, and Permits of Governmental Authority**  
**Other Than the Governmental Approvals**

None.