

AGREEMENT

AGREEMENT (this "Agreement"), made this 27 day of January, 2015, by and between Harlem Valley Landfill Corp., with an address at 1132 Chestnut Ridge Road, Dover Plains, New York 12522 ("HVL"), and Silo Ridge Property A LLC, with an address at 5021 Route 44, Amenia, New York 12501 ("SRA").

WHEREAS, SRA owns the property in the Town of Amenia, County of Dutchess, known as tax grid nos. 7066-00-732810, 7066-00-860725, 7066-00-742300, 7066-00-670717, 7066-00-628131; and 7067-00-709177 (collectively, the "Project Site"); and

WHEREAS, in order to facilitate its plan to develop the Silo Ridge Resort Community (the "Project"), SRA wishes to acquire from HVL (i) an approximately 6.4+/- acre portion (the "Sale Parcel") of the adjoining property owned by HVL located in the Town of Amenia, County of Dutchess, known as tax grid no. 066-00-870350 (the "HVL Property"), on which SRA or its related entities shall construct certain golf course improvements (the "Golf Improvements"), and (ii) a permanent non-exclusive easement (the "Easement") permitting (x) vehicular access on and across the HVL Property between New York State Route 22, the Maintenance Facility (as hereinafter defined), the WWTP (as hereinafter defined), and the Project Site on an access road to be constructed by SRA and/or its designees on the HVL Property (the "Road"), and (y) the construction and operation by SRA and/or its designees on the HVL Property of a maintenance building and related structures and facilities serving the Project, including an area for employee parking (the "Maintenance Facility"), and a wastewater treatment plant and related structures and facilities serving the Project (the "WWTP"); and

WHEREAS, HVL has agreed to sell and convey to SRA the Sale Parcel and the Easement, subject to the terms hereof;

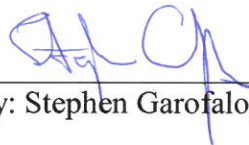
NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Sale Parcel. Within sixty (60) days of the issuance by the Town of Amenia Planning Board to Silo Ridge Ventures, LLC and/or a related entity of: (i) amended special permit/master development plan approval (including special permit approval of the Maintenance Facility, and the Golf Course Improvements); (ii) phase 1 site plan approval; and (iii) minor subdivision/lot line adjustment approval, all for the Project, and permitting the subdivision of the Sale Parcel from the HVL Property and its incorporation as part of the Project Site (collectively, the "Approvals"), HVL shall convey to SRA the Sale Parcel more particularly described on **Exhibit A**, and shown on **Exhibit B**, subject only to marketable and insurable title, for the sum of \$25,000.00. The bargain and sale deed with covenants against grantor's acts, and related conveyancing documents for this transfer, shall be fully executed and recorded in the Office of the Dutchess County Clerk within said sixty (60) days, at the expense of SRA.

2. Easement. Within sixty (60) days of the issuance of the Approvals, HVL shall grant to SRA: (i) the Easement on, over, under, and across the approximately 8.6+/- acre portion of the HVL Property more particularly described on **Exhibit C**, and shown on **Exhibit D** (the "Easement Area"); and (ii) a temporary easement for grading outside the Easement Area in accordance with the Approvals. The Easement shall: (i) reserve to HVL the right of HVL and its invitees including, without limitation, New York State Department of Environmental Conservation, to travel on and over the Road for access to the HVLC Property; (ii) shall permit the construction and operation on the Easement Area of the Road, Maintenance Facility, and WWTP; (iii) run with the land, be binding upon the parties, their heirs, successors and assigns; and (iv) otherwise be in form and substance reasonably acceptable to HVL and SRA. The Easement and related conveyancing documents shall be fully executed and recorded in the Office of the Dutchess County Clerk within said sixty (60) days, at the expense of SRA.
3. Binding Effect. This Agreement shall bind the parties and their successors and assigns.
4. Amendment. This Agreement shall not be amended without the written consent of all parties.
5. This Agreement shall supersede any and all prior agreements and understandings of the parties regarding the Sale Parcel and the Easement.
6. Governing Law. This agreement shall be governed by and construed under the law of the State of New York.

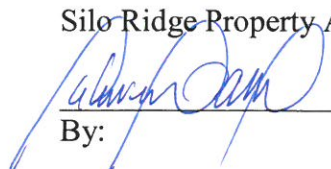
IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the date first written above.

Harlem Valley Landfill Corp.



By: Stephen Garofalo, President

Silo Ridge Property A LLC



By: _____, Manager