

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
(ONEIDA COUNTY, NEW YORK)

2017 PILOT Amendment and Project Finance
(CARDINAL GRIFFISS REALTY, LLC FACILITY)

June 15, 2017

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

(ONEIDA COUNTY, NEW YORK)

2017 PILOT AMENDMENT AND FINANCING
WITH COMMUNITY BANK, N.A.

(CARDINAL GRIFFISS REALTY, LLC FACILITY)

Parties

Oneida County Industrial Development Agency	“Agency”
Cardinal Griffiss Realty, LLC	“Company”
Assured Information Security, Inc.	“Sublessee”
Community Bank, N.A.	“Lender”
Enhanced Capital New Market Development Fund V, LLC	“Enhanced”

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FIRST AMENDMENT TO LEASEBACK AGREEMENT

This First Amendment to Leaseback Agreement (the "First Amendment to Lease") dated as of June 15, 2017 is entered into by and between the **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (the "Agency"), a New York public benefit corporation having its office at 584 Phoenix Drive, Rome, New York 13441 and **CARDINAL GRIFFISS REALTY, LLC**, a New York limited liability company with an address of 584 Phoenix Drive, Rome, New York 13441 (the "Company"), and amends that certain Leaseback Agreement dated as of August 1, 2010 (the "Leaseback Agreement") entered into by and between the Agency and the Company, a memorandum of which was recorded in the Oneida County Clerk's Office on September 16, 2010 at Instrument Number R2010-001059.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Leaseback Agreement.

Recitals

A. The Company leases to the Agency a certain 7.50 +/- acre parcel of land situate at 153 Brooks Road, City of Rome, Oneida County, New York (the "Land") pursuant to a Lease Agreement dated as of August 1, 2010, a memorandum of which was recorded in the Oneida County Clerk's Office on September 16, 2010 at Instrument Number R2010-001058, which Land is more particularly described in the Lease Agreement.

B. The Agency previously provided financial assistance to the Company in connection with the acquisition and renovation of construction of a 46,500± gross square foot building (the "Improvements") located on the Land and the acquisition and installation of equipment in the Improvements (the "Existing Equipment"), coordination of redevelopment efforts for the realigned Griffiss Air Force Base (the Land, the Existing Improvements and the Existing Equipment referred to collectively as the "Existing Facility").

C. Pursuant to the Leaseback Agreement, the Company agreed to acquire, construct and equip the Existing Facility, as agent of the Agency, and the Agency agreed to lease the Existing Facility to the Company for a term commencing August 1, 2010 and terminating December 31, 2056 (the "Lease Term").

D. The Company subleases a 35,718± gross square foot portion of the Facility (the "AIS Facility") to Assured Information Security ("Sublessee") for its operation upon the terms and conditions set forth in a Sublease Agreement dated July 1, 2010 (the "2010 Sublease Agreement"); and

E. The Company retained the 10,782± gross square foot balance of the Facility (the "Company Facility") to lease to prospective subtenants, including Sublessee; and

F. The Company and the Agency previously entered into a First Amended and Restated Payment-in-Lieu-of-Tax Agreement dated as of January 1, 2012 (the "First Amended

and Restated PILOT Agreement”) pursuant to which the Company agreed to make payments in lieu of real property taxes on the Land and the Existing Facility for the duration of the Lease Term.

G. The Company now proposes to undertake a certain project consisting of renovations and full build-out of the Company Facility and the acquisition and installation of equipment therein (the “2017 Equipment”) to suit the operational needs of the Sublessee (the Company Facility and the 2017 Equipment is referred to as the “2017 Facility,” the renovation and equipping of the 2017 Facility is referred to as the “2017 Project”, and the Existing Facility and the 2017 Facility are collectively referred to as the “Facility”).

H. The Company will sublease the Company Facility to the Sublessee pursuant to a Sublease Agreement dated January 17, 2017 (the “2017 Sublease Agreement”).

I. Community Bank, N.A., successor in interest to Oneida Savings Bank (the “Lender”) intends to finance a portion of the costs of the 2017 Project by making a loan to the Company in the principal amount of \$650,000.00 (the “Loan”) to be secured by (a) a Collateral Security Mortgage dated June 15, 2107 (the “2017 Mortgage”) from the Agency and the Company to the Lender and (b) an Assignment of Leases and Rents dated June 15, 2107 (the “2017 Assignment”) from the Agency and the Company to the Lender.

J. The Company has requested that the Agency provide financial assistance for the 2017 Project in the form of exemptions from sales and use taxes on materials and/or equipment used or incorporated in renovating and equipping the Company Facility, exemptions of mortgage recording taxes and abatement of real property taxes on the Facility for a period of ten (10) years during which time the Company will pay a fixed annual PILOT Payment.

K. By resolution dated February 16, 2017, the Agency determined to undertake the 2017 Project and to grant the financial assistance requested in connection therewith.

L. The Agency and the Company now desire to amend the Leaseback Agreement to incorporate the 2017 Facility and the 2017 Project.

Agreement

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agency and the Company hereby agree as follows:

1. *Amendments to Leaseback Agreement.*

(a) The following recitals are added:

WHEREAS, the Company has requested the Agency provide financial assistance in connection with renovations and full build-out of the Company Facility and the acquisition and installation of equipment therein (the “2017 Equipment”) to suit

the operational needs of the Sublessee (the Company Facility and the 2017 Equipment is referred to as the "2017 Facility," the renovation and equipping of the 2017 Facility is referred to as the "2017 Project", and the Existing Facility and the 2017 Facility are collectively referred to as the "Facility"); and

WHEREAS, Community Bank, N.A., successor in interest to Oneida Savings Bank, (the "Lender") intends to finance a portion of the costs of the 2017 Project by making a loan to the Company in the principal amount of \$650,000.00 (the "Loan") to be secured by (a) a Collateral Security Mortgage dated June 15, 2107 (the "Mortgage") from the Agency and the Company to the Lender and (b) an Assignment of Leases and Rents dated June 15, 2107 (the "Assignment") from the Agency and the Company to the Lender; and

WHEREAS, the Agency and the Company will enter into a Second Amended and Restated Payment-In-Lieu-of-Tax Agreement dated as of June 15, 2017 (the "Second Amended and Restated PILOT Agreement") to amend the existing provision for payments-in-lieu-of-taxes (the "PILOT Payments") with respect to the Facility; and

WHEREAS, all references in the Leaseback Agreement to the First Amended and Restated PILOT Agreement shall be amended and restated to mean the Second Amended and Restated PILOT Agreement; and

WHEREAS, in lieu of the Agency and the Company granting a first-priority mortgage to the Agency to secure PILOT Payments to be made by the Company under the Second Amended and Restated PILOT Agreement, the Agency, the Company and the Lender are entering into a PILOT Payment Escrow Account Agreement dated June 15, 2017 (the "PILOT Escrow Agreement").

- (b) Section 2.1(d) is hereby amended to add the following language:

"By resolution adopted on February 16, 2017, the Agency determined that, based upon the review by the Agency of the materials submitted and the representation made by the Company relating to the 2017 Facility, the 2017 Facility would not have a "significant impact" or "significant effect" on the environment within the meaning of the SEQRA Act."

- (c) Section 5.3(a) is hereby amended, in pertinent part, to read as follows:

"The Company shall pay basic rent for the Facility as follows: Five Hundred Dollars (\$500.00) per year commencing on the Closing Date and on the First Business Day of each and every January thereafter during the Lease Term."

- (d) Section 10.6(a) is hereby amended, in pertinent part, to read as follows:

"In its Application for Financial Assistance, the Company has committed to the Sublessee retaining the existing one hundred thirty-five full time equivalent

jobs as a result of the construction, renovation and equipping of the Facility, through the last exemption year of the Second Amended and Restated PILOT Agreement (the “Employment Obligation”). The financial assistance is conditioned upon Sublessee meeting the Employment Obligation.

- (e) A new Section 12.10 is added:

Section 12.10 Rights of Lender.

(a) Lender is hereby given the right by the Agency, in addition to any other rights herein granted, without any requirement to obtain the Agency’s consent, to mortgage the mortgagors' respective interests in the Facility and, in the case of the Company, to assign and grant a security interest in the Company's rights under the Company Documents as collateral security for its obligations to the Lender, upon the condition that all rights acquired by Lender shall be subject to all rights and interests of the Agency herein and in the other Company Documents, none of which covenants, conditions or restrictions is or shall be waived by the Agency by reason of this right to mortgage or grant a security interest in the Facility and the Company Documents, including Unassigned Rights.

(b) There shall be no renewal, cancellation, surrender, acceptance of surrender, material amendment or material modification of this Leaseback Agreement or any other Company Document by joint action of the Agency and the Company alone, without, in each case, the prior consent in writing of Lender, nor shall any merger result from the acquisition by, or devolution upon, any one entity of any fee and/or leasehold estates or other lesser estates in the Facility. Failure of the Lender to consent to a modification of this Leaseback Agreement by the Agency shall constitute an Event of Default.

(c) If the Agency serves a notice of default upon the Company, it shall also serve a copy of such notice upon Lender at the address set forth in Section 9.1.

(d) In the event of any default by the Company under this Leaseback Agreement or any other Company Document, the Lender shall have fifteen (15) days for a monetary default and thirty (30) days in the case of any other default, after notice to the Company and the Lender of such default to cure or to cause to be cured the default complained of and the Agency shall accept such performance by or at the instigation of Lender as if same had been done by the Company. The Agency in its sole discretion will determine whether such action by the Lender amounts to a cure.

(e) Except where Lender or its designee or nominee has succeeded to the interest of the Company in the Facility, no liability for any payments to be made pursuant to this Agreement or the performance of any of the Company’s covenants and agreements under this Agreement shall attach to or be imposed upon the Lender, and if the Lender or its nominee or designee succeeds to the interest of the Company in the Project, all of the obligations and liabilities of the

Lender or its nominee or designee shall be limited to such entity's interest in the Facility and shall cease and terminate upon assignment of this Leaseback Agreement by the Lender; provided however, that the Lender or its nominee or designee shall pay all delinquent PILOT Payments, if any, prior to said assignment.

(g) Notwithstanding any provision of this Leaseback Agreement or any other Company Document to the contrary, foreclosure of a mortgage or any sale of the Company's interest in this Leaseback Agreement and/or the Facility in connection with a foreclosure, whether by judicial proceedings, or any conveyance of the Company's interest in this Agreement and/or the Facility to Lender by virtue of or in lieu of foreclosure or other appropriate proceedings, or any conveyance of the Company's interest in this Leaseback Agreement and/or the Facility by Lender shall not require the consent or approval of the Agency and failure to obtain the Agency's consent shall not be a default or Event of Default hereunder.

(h) The following definitions are added to Schedule A:

"2017 Agency Documents" shall mean the First Amendment to the Leaseback Agreement, the Second Amended and Restated PILOT Agreement, the 2017 Mortgage, the 2017 Assignment, the PILOT Escrow Agreement and the SNDA.

"2017 Assignment" shall mean the Assignment of Leases and Rents dated June 15, 2017 from the Agency and the Company to the Lender, as the same may be amended, renewed and extended from time to time.

"2017 Authorizing Resolution" shall mean the resolution adopted by the Agency on February 16, 2017 authorizing the execution and delivery of the 2017 Agency Documents as such resolution may be amended and supplemented from time to time.

"2017 Company Documents" shall mean the First Amendment to Leaseback Agreement, the Second Amended and Restated PILOT Agreement, the 2017 Mortgage, the 2017 Assignment, the PILOT Escrow Agreement and the SNDA.

"2017 Mortgage" shall mean the Collateral Security Mortgage dated June 15, 2017 from the Agency and the Company to the Lender, as the same may be amended, renewed and extended from time to time.

"Agency Documents" shall be amended to add and include the 2017 Agency Documents.

"Company Documents" shall be amended to add and include the 2017 Company Documents.

"Employment Obligation" shall be amended to mean the retention of one hundred thirty-five (135) full-time jobs through the last exemption year of the Second Amended and

Restated PILOT Agreement as a result of the construction, renovation and equipping of the Facility.

“First Amendment to Leaseback Agreement” shall mean the First Amendment to Leaseback Agreement dated June 15, 2017 between the Company and the Agency.

“Intercreditor Agreement” shall mean the Intercreditor Agreement dated June 15, 2017 between the Lender and Enhanced, with respect to the 2017 Mortgage.

“PILOT Escrow Agreement” shall mean the PILOT Payment Escrow Account Agreement dated June 15, 2017 by and among the Agency, the Company and the Lender, as amended from time to time.

“Second Amended and Restated PILOT Agreement” shall mean the Second Amended and Restated PILOT Agreement dated June 15, 2017 between the Agency and the Company, as the same may be amended from time to time.

“SNDA” shall mean the Subordination, Non-Disturbance and Attornment Agreement dated June 15, 2017 by and among the Agency, the Company, the Sublessee, the Lender and Enhanced.

2. *Effect of Amendment.* Except as expressly amended hereby, the Leaseback Agreement is in all respects ratified and confirmed, and the terms, provisions and conditions thereof shall be deemed to remain in full force and effect.

3. *Ratification.* Except as expressly amended hereby, the Leaseback Agreement is in all respects ratified and confirmed, and the terms, provisions and conditions thereof shall be deemed to remain in full force and effect.


4. *Counterparts.* This First Amendment may be executed in duplicate counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

5. *Effective Date.* This First Amendment shall be effective as of June 15, 2017.

[SIGNATURES APPEAR ON NEXT PAGE]


IN WITNESS WHEREOF, the parties have executed and delivered this First Amendment to Leaseback Agreement as of the day and year first above written.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 

David C. Grow
Chairman

CARDINAL GRIFFISS REALTY, LLC

By: 

Peter Zawko
Manager

STATE OF NEW YORK)
) ss.:
COUNTY OF ONEIDA)

On the 15th day of June in the year 2017 before me, the undersigned, a notary public in and for said State, personally appeared **David C. Grow**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed this instrument.



Notary Public

LAURA S. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Reg. No. 01RU5031396
Commission Expires August 1, 2018

STATE OF NEW YORK)
) ss.:
COUNTY OF ONEIDA)

On the 15th day of June 2017 before me, the undersigned a notary public in and for said state, personally appeared **Peter Zawko**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



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LAURA S. RUBERTO
Notary Public, State of New York
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**MEMORANDUM OF FIRST AMENDMENT TO
LEASEBACK AGREEMENT**

This MEMORANDUM OF FIRST AMENDMENT TO LEASEBACK AGREEMENT dated June 15, 2017, is by and between **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 584 Phoenix Drive, Rome, New York 13441 (the "Agency") and **CARDINAL GRIFFISS REALTY, LLC**, a New York limited liability company with an address of 584 Phoenix Drive, Rome, New York 13441 (the "Company").

The Agency and the Company entered into a First Amendment to Leaseback Agreement dated as of June 15, 2017 (the "First Amendment") which amends that certain Leaseback Agreement dated as of August 1, 2010 (the "Leaseback Agreement") whereby the Agency leases to the Company premises described in Exhibit A attached thereto and equipment described in Exhibit B attached thereto, a memorandum of which was recorded in the Oneida County Clerk's Office on September 16, 2010 at Instrument Number R2010-001059.

The First Amendment amends the Leaseback Agreement to add and include the 2017 Facility, the 2017 Project and the financing thereof.

The First Amendment is available for inspection during normal business hours at the offices of the Agency indicated above.


This Memorandum of First Amendment to Leaseback Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[signature page follows]

Record and Return to:
Bond, Schoeneck & King, PLLC
501 Main Street
Utica NY 13501

IN WITNESS WHEREOF, the Agency and the Company have caused this **Memorandum of First Amendment to Leaseback Agreement** to be executed in their respective names on June 15, 2017.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 

David C. Grow
Chairman

CARDINAL GRIFFISS REALTY, LLC

By: 

Peter Zawko
Manager

STATE OF NEW YORK)
 : ss.:
COUNTY OF ONEIDA)

On the 15th day of June 2017 before me, the undersigned a notary public in and for said state, personally appeared **David C. Grow**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

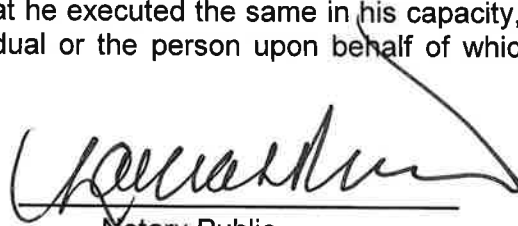


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EXHIBIT "A"

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York shown on a map entitled "Map Showing A Portion of Lands of Oneida County Industrial Development Agency Located at 153 Brooks Road in the City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 050027, dated April 09, 2010, and last revised August 26, 2010 (sometimes hereinafter referred to as the "Survey Map"), which said tract, piece or parcel of land (hereinafter sometimes referred to as the "Building 301 Parcel") is more particularly bounded and described as follows:

Beginning at the intersection of the proposed southerly street boundary of Brooks Road with the division line between the herein described Building 301 Parcel on the west and the lands of The United States of America (reputed owner) on the east; said point being South $01^{\circ} 41' 33''$ East, 26.58 feet from a disk set in concrete stamped 'AFRL-25';

thence South $01^{\circ} 41' 33''$ East along the last mentioned division line 92.77 feet to capped iron rod found, stamped 'AFRL-24' located at the intersection of said division line and the division line between the herein described Building 301 Parcel on the north and said lands of The United States of America (reputed owner) on the south;

thence South $88^{\circ} 18' 27''$ West along the last mentioned division line 38.48 feet to capped iron rod found stamped 'AFRL-23' located at the intersection of said division line and the division line between the herein described Building 301 Parcel on the west and said lands of The United States of America (reputed owner) on the east;

thence South $01^{\circ} 41' 33''$ East along the last mentioned division line 179.14 feet to a disk set in concrete stamped 'AFRL-22' located at the intersection of said division line and the division line between the herein described Building 301 Parcel on the south and said lands of The United States of America (reputed owner) on the north;

thence North $88^{\circ} 18' 27''$ East along the last mentioned division line 259.94 feet to its intersection with the proposed westerly street boundary of March Street;

thence South $01^{\circ} 41' 36''$ East along said proposed westerly street boundary of March Street 293.46 feet to a point on said proposed westerly street boundary of March Street;

thence South $88^{\circ} 24' 10''$ West through the lands of Oneida County Industrial Development Agency (reputed owner) 683.66 feet to its intersection with the proposed easterly highway boundary of "The Griffiss Veteran's Memorial Parkway", NYS Route 825;

thence North $07^{\circ} 10' 50''$ West along said proposed easterly highway boundary of "The Griffiss Veteran's Memorial Parkway", NYS Route 825, 499.93 feet to its intersection with the proposed southeasterly highway boundary of "The Griffiss Veteran's Memorial Parkway", NYS Route 825;

thence North 66° 32' 38" East along said proposed southeasterly highway boundary of "The Griffiss Veteran's Memorial Parkway", NYS Route 825, 181.13 feet to its intersection with the aforementioned southerly street boundary of Brooks Road;

thence North 88° 24' 10" East along said southerly street boundary of Brooks Road 340.91 feet to the place of beginning, being 328,144.9 ± sq. ft. or 7.533 ± acres, more or less.

TOGETHER WITH an easement (hereinafter referred to as the "Sanitary Sewer Easement") to construct, reconstruct, replace, install, repair, maintain and operate a sanitary sewer line or lines, system or systems, and all facilities and/or equipment appurtenant thereto, across, upon and under, the following parcel:

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York, more particularly bounded and described as follows:

Beginning at a point on the easterly boundary line of said Building 301 Parcel described above; said point being South 01° 41' 33" East along said easterly boundary line of said Building 301 Parcel described above 41.70 feet from a capped iron rod found, stamped 'AFRL-23';

thence through the lands of The United States of America (reputed owner) the following ten (10) courses and distances:

1. North 68° 03' 36" East, 152.04 feet to a point;
2. South 89° 53' 26" East, 53.09 feet to a point;
3. South 01° 19' 20" East, 11.94 feet to a point;
4. North 88° 34' 15" East, 29.47 feet to a point;
5. South 01° 26' 14" East, 5.63 feet to a point;
6. North 88° 34' 14" East, 8.68 feet to a point;
7. North 01° 25' 50" West, 6.18 feet to a point;
8. North 88° 33' 55" East, 18.61 feet to a point;
9. North 01° 25' 58" West, 8.71 feet to a point;
10. South 89° 23' 56" East, 17.38 feet to its intersection with the proposed westerly street boundary of March Street;

thence South 01° 41' 33" East along said proposed westerly street boundary of March Street 30.02 feet to a point on said proposed westerly street boundary of March Street;

thence through the lands of The United States of America (reputed owner) the following two (2) courses and distances:

1. North 89° 23' 56" West, 123.04 feet to a point;
2. South 68° 03' 36" West, 156.55 feet to its intersection with the aforementioned easterly boundary line of said Building 301 Parcel;

thence North 01° 41' 33" West along said easterly boundary line of said Building 301 Parcel 31.99 feet to the place of beginning, being 7,785.1 ± sq. ft. or 0.179 acre, more or less.

The location of the Sanitary Sewer Easement is shown on the Survey Map.



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A – Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor) ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY Mailing address 584 PHOENIX DRIVE City State ZIP code ROME NY 13441 Single member's name if grantor is a single member LLC (see instructions)	Social security number Social security number Federal EIN 16-6158201 Single member EIN or SSN
Grantee/Transferee <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input checked="" type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee) CARDINAL GRIFFISS REALTY, LLC Mailing address 584 PHOENIX DRIVE City State ZIP code ROME NY 13441 Single member's name if grantee is a single member LLC (see instructions)	Social security number Social security number Federal EIN 21-2918977 Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
243.000-1-1.35		153 BROOKS ROAD	ROME	ONEIDA

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house 2 <input type="checkbox"/> Residential cooperative 3 <input type="checkbox"/> Residential condominium 4 <input type="checkbox"/> Vacant land	5 <input checked="" type="checkbox"/> Commercial/Industrial 6 <input type="checkbox"/> Apartment building 7 <input type="checkbox"/> Office building 8 <input type="checkbox"/> Other _____	Date of conveyance <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 30px; text-align: center;">06</td> <td style="width: 30px; text-align: center;">15</td> <td style="width: 30px; text-align: center;">2017</td> </tr> <tr> <td style="font-size: 8px; text-align: center;">month</td> <td style="font-size: 8px; text-align: center;">day</td> <td style="font-size: 8px; text-align: center;">year</td> </tr> </table>	06	15	2017	month	day	year	Percentage of real property conveyed which is residential real property _____ 0 % (see instructions)
06	15	2017							
month	day	year							

Condition of conveyance (check all that apply)

- | | | |
|---|--|--|
| a. <input type="checkbox"/> Conveyance of fee interest

b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %) | f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)

g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)

h. <input type="checkbox"/> Conveyance of cooperative apartment(s)

i. <input type="checkbox"/> Syndication

j. <input type="checkbox"/> Conveyance of air rights or development rights

k. <input type="checkbox"/> Contract assignment | l. <input type="checkbox"/> Option assignment or surrender

m. <input type="checkbox"/> Leasehold assignment or surrender

n. <input checked="" type="checkbox"/> Leasehold grant

o. <input type="checkbox"/> Conveyance of an easement

p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)

q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state

r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
s. <input checked="" type="checkbox"/> Other (describe) Amend IDA Leaseback |
|---|--|--|

For recording officer's use	Amount received Schedule B., Part I \$ _____ Schedule B., Part II \$ _____	Date received	Transaction number
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Schedule B – Real estate transfer tax return (Tax Law, Article 31)

Part I – Computation of tax due

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.		1	00
2.			00
3.		1	00
4.			00
5.			00
6.			00

Part II – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part I, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part III – Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)..... a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) k

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule C – Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

- 1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
- 2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

 - Other (attach detailed explanation).
- 3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
- 4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

ONEIDA COUNTY INDUSTRIAL DEV'T AGENCY

CARDINAL GRIFFISS REALTY, LLC

By: 
Grantor signature

CHAIRMAN
Title

By: 
Grantee signature

MANAGER
Title

Grantor signature

Title

Grantee signature

Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under *Exemptions for nonresident transferor(s)/seller(s)* and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date to _____ Date (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

SUBLEASE

THIS SUBLEASE dated as of January 17, 2017 (the "Sublease") is by and between **CARDINAL GRIFFISS REALTY, LLC**, a New York State limited liability company with offices at 584 Phoenix Drive, Rome, New York 13441 (the "Sublessor") and **ASSURED INFORMATION SECURITY, INC.**, a New York business corporation with offices at 245 Hill Road, Rome, New York 13441 (the "Sublessee").

WITNESSETH:

ARTICLE 1 - DEFINITIONS

1.1 As used in this Sublease, the following underlined capitalized words in this Section "1.1" shall have the following meanings:

1.1.1 Agency - the Oneida County Industrial Development Agency, a New York public benefit corporation with offices at 584 Phoenix Drive, Rome, New York 13441, and its successors and assigns.

1.1.2 Air Force - the United States of America, acting by and through the Secretary of the Air Force and/or the Air Force Real Property Agency (f/k/a Air Force Base Conversion Agency).

1.1.3 Annual Excess Impositions - shall have the meaning ascribed to such term in Section "9.3" hereof.

1.1.4 Annual Excess Impositions Statement - shall have the meaning ascribed to such term in Section "9.5" hereof.

1.1.5 Annual Impositions - shall have the meaning ascribed to such term in Section "9.4" hereof.

1.1.6 Annual Impositions/Square Foot - shall have the meaning ascribed to such term in Section "9.5" hereof.

1.1.7 Architects - means phZ Architects, PLLC, 5047 Clear Meadow Drive, Camillus, New York 13031.

1.1.8 Assessments - shall have the meaning ascribed to such term in Section "9.1" hereof.

1.1.9 Association - shall have the meaning ascribed to such term in Section "47.1" hereof.

1.1.10 Base - the former Griffiss Air Force Base, Rome, New York.

1.1.11 Blanket Policy - shall have the meaning ascribed to such term in Section "14.4" hereof.

1.1.12 Building - that certain 46,305 ± square foot building located at 153 Brooks Road, Rome, NY 13441.

1.1.13 CAM Services - shall have the meaning ascribed to such term in Section "47.1" hereof.

1.1.14 Commencement Date - the first day of the Term, as more particularly set forth in Section "4.1" below.

1.1.15 Complex - the Sublessor's Land, Building, Parking Spaces and the Other Improvements.

1.1.16 Declaration of Covenants and Restrictions - the Declaration of Covenants, Restrictions, Easements and Rights-of-Way for the Rome Lab/R&D/Office Campus Development Area of the Griffiss Business & Technology Park to be made by Sublessor, as the same may be amended or supplemented from time to time.

1.1.17 Demised Premises – that portion of the first floor of the Building which contains, 10,547± square feet. The Demised Premises are outlined on the floor plan sketch of the Building which is annexed hereto as **Exhibit G**.

1.1.18 Development Standards – means the Development Standards for the Griffiss Business & Technology Park dated September 23, 1998, as amended September 30, 1998, as further amended February 28, 2001, a copy of which is annexed hereto as **Exhibit C**.

1.1.19 EDGE – means Economic Development Growth Enterprises Corporation, a New York not-for-profit corporation, and its successors and assigns.

1.1.20 Environmental Compliance and Indemnification Agreement – means the Environmental Compliance and Indemnification Agreement of even date herewith between Sublessor and Sublessee, a copy of which is annexed hereto as **Exhibit F**.

1.1.21 Griffiss Park Landowners Association, Inc. – the not for profit corporation created to collect Common Area Maintenance ("CAM") fees to furnish or cause to be furnished certain common area maintenance services within the Park.

1.1.22 GUSC – means Griffiss Utility Services Corporation, a New York local development corporation, and its successors and assigns.

1.1.23 Impositions – means, collectively, the Real Estate Taxes, SF Payments, PILOT Payments and Assessments.

1.1.24 Opinion – means the opinion given by Sublessee's counsel to Sublessor and Sublessor's counsel, dated as of the date hereof.

1.1.25 Other Improvements - any improvements (e.g., sidewalks, driveways, etc.) other than the Building and the Parking Spaces situate upon Sublessor's Land.

1.1.26 Original Term – shall have the meaning ascribed to such term in Section "4.1" hereof.

1.1.27 Park – the Griffiss Business & Technology Park, Rome, New York, which is a part of the lands comprising the Base.

1.1.28 Parking Spaces – means the one hundred sixty-four (164) parking spaces situate on the east side of the Building.

1.1.29 Permitted Alterations – any non-structural alterations costing less than \$50,000.00 made by the Sublessee to the Demised Premises.

1.1.30 Possession Date – shall have the meaning ascribed to such term in Section "6.1" hereof.

1.1.31 PILOT Agreement – shall have the meaning ascribed to such term in Section "9.8" hereof.

1.1.32 PILOT Payments – shall have the meaning ascribed to such term in Section "9.1" hereof.

1.1.33 Prime Lease – that certain lease agreement entered into by and between the Agency, as lessor, and Sublessor, as lessee, with respect to certain leased premises including the Complex. A memorandum of the Prime Lease was recorded in the Oneida County Clerk's Office on September 16, 2010 as instrument number 2010-001059. A copy of the Prime Lease is annexed hereto and made a part hereof as **Exhibit J**.

1.1.34 Prime Lessor – the Agency and any successor-in-title to the Agency with respect to the Complex.

1.1.36 Punch List - shall have the meaning ascribed to such term in Section "6.2" hereof.

1.1.37 Real Estate Taxes – shall have the meaning ascribed to such term in Section "9.1" hereof.

1.1.38 Renewal Term – shall have the meaning ascribed to such term in Section "4.2" hereof.

1.1.39 Rent Commencement Date – shall have the meaning ascribed to such term in Section "4.1".

1.1.40 SF Payments – shall have the meaning ascribed to such term in Section "9.1" hereof.

1.1.41 Sign Plan – shall mean the sign plan given by Sublessee to Sublessor, and consented to by Sublessor.

1.1.42 Sublease – this Sublease by and between the Sublessor, as sublessor, and the Sublessee, as sublessee, with respect to the Demised Premises.

1.1.43 Sublease Documents - this Sublease, that certain memorandum of this Sublease of even date herewith by and between Sublessor and Sublessee, that certain Environmental Compliance and Indemnification Agreement of even date herewith by and between Sublessee and the Agency, and any other documents executed and delivered by the parties hereto in connection with or pursuant to this Sublease.

1.1.44 Sublease Year - each period of twelve (12) consecutive months occurring during the Term, the first Sublease Year to commence on the Commencement Date and each subsequent Sublease Year to commence on each subsequent anniversary of the Commencement Date.

1.1.45 Sublessee – Assured Information Security, Inc., a New York business corporation with offices at 153 Brooks Road, Rome, New York 13441, and its successors and permitted assigns.

1.1.46 Sublessee's Plans and Specifications - any plans and specifications for improvements, additions and/or modifications to the Demised Premises prepared pursuant to the provisions of Article 7 below.

1.1.47 Sublessor – Cardinal Griffiss Realty, LLC, a New York State limited liability company with offices at 584 Phoenix Drive, Rome, New York 13441, and its successors and assigns.

1.1.48 Sublessor's Insurance - shall have the meaning ascribed to such term in Section "14.4" hereof.

1.1.49 Sublessor's Land - that certain 7.5± acre lot or parcel of land upon which the Building, the Parking Spaces and the Other Improvements are situated.

1.1.50 Sublessor's Final Plans and Specifications – those certain Plans and Specifications which have been prepared by phZ Architects, PLLC, as agreed to and initialed by the Sublessor and Sublessee and to be annexed hereto and made a part hereof as **Exhibit K**, together with any change orders relating thereto which are authorized by Sublessor, in its sole discretion.

1.1.51 Sublessor's Work - the work Sublessor is required to perform, or to have performed according to Sublessor's Plans and Specifications, in connection with the renovation of the Demised Premises in order to make the same ready for Sublessee's initial occupancy thereof, all as is more particularly set forth in Article 6 below.

1.1.52 Survey Map – that certain survey map entitled "Map Showing a Portion of Lands of Oneida County Industrial Development Agency (Building 301 Parcel), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. 050027, dated April 9, 2010. A copy of the Survey Map is annexed hereto as **Exhibit L**.

1.1.53 Tenant Allowance – shall have the meaning ascribed to such term in Section "6.4" hereof.

1.1.54 Term - the Original Term of this Sublease and, if and when in effect, the Renewal Terms of this Sublease, unless expressly stated otherwise or unless the context clearly indicates otherwise.

Capitalized terms used herein which are not otherwise defined herein and which are defined in the Prime Lease shall have the meanings ascribed to them in the Prime Lease.

ARTICLE 2 - SUBLEASE

2.1 Subject to the terms and conditions of the Prime Lease applicable to Complex, Sublessor hereby subleases to Sublessee, and Sublessee hereby hires and takes from Sublessor, the Demised Premises. The Sublessee shall also have the non-exclusive right (in common with others) to use (i) the Other Improvements, and (ii) all easements, rights of way, improvements, fixtures, rights and privileges appurtenant to the Demised Premises including, without limitation, the non-exclusive right (in common with others) to use such sidewalks, patio area, parking lot, roadways and/or streets within the Park as are now or hereafter owned by the Agency or which the Agency now or hereafter has the right or easement to use, for purposes of ingress to and egress from the Complex to and from the nearest public highways and/or streets by vehicular and/or pedestrian traffic. Sublessee's use and occupancy provided under this Section "2.1" shall be subject to all easements, agreements, rights, rights-of-way, conditions, restrictions and/or covenants of record,

applicable to and/or affecting the Complex, the Park, the Base or any part thereof, now or at any future times including, without limitation, (i) any covenants, conditions or restrictions imposed by the Air Force by deed, easement, license or otherwise and (ii) the Declaration of Covenants, Restrictions, Easements and Rights-of-Way for the Rome Lab/R&D/Office Campus Development Area of the Griffiss Business & Technology Park (the "Declaration of Covenants and Restrictions") a copy of which is annexed hereto and made a part hereof as **Exhibit A**, as the same may be amended or supplemented from time to time, provided, however, that any such future easements, agreements, rights, rights of way, conditions, restrictions and/or covenants do not materially interfere with Sublessee's possession, use and enjoyment of the Demised Premises during the Term. Sublessee's use and occupancy of the Demised Premises shall also be subject to all governmental laws, rules and regulations including, without limitation, the City of Rome Zoning Ordinance, and any state of facts that an accurate survey of the Demised Premises would disclose.

2.2 This Sublease is and shall continue to be subject and subordinate to all of the terms and conditions of the Prime Lease. The Sublessee shall not take any action or fail to take any action which would cause a default under the Prime Lease. The Prime Lease provides, among other things that upon its expiration or earlier termination the Agency will convey the fee simple title to the leased premises described therein, including the Complex, to the Sublessor. If this Sublease is still in effect upon such expiration or earlier termination of the Prime Lease and the conveyance of the fee simple title to the Complex by the Agency to the Sublessor, then, and in such event, this Sublease shall continue in effect in accordance with its terms as a direct lease between Sublessor and Sublessee. If requested by Sublessee prior to the Commencement Date,

Sublessee shall cause the Agency to execute and deliver for recording the form of Subordination, Non-Disturbance and Attornment Agreement in the form annexed to this Sublease as **Exhibit B**.

ARTICLE 3 – RESTRICTIONS ON USE

3.1 Subject to and in accordance with all rules, regulations, laws, ordinances, statutes and requirements of all governmental authorities and any similar bodies having jurisdiction thereof including, without limitation, the Development Standards for the Griffiss Business & Technology Park dated September 23, 1998, as amended September 30, 1998, as further amended February 28, 2001 (the "Development Standards") annexed hereto and made a part hereof as **Exhibit C** as the same may be amended or supplemented from time to time, Sublessee shall use the Demised Premises for any permitted purpose in the Declaration of Covenants and Restrictions, subject to the provisions of Section "57.3", including a research and development center for developing technologies and capabilities to support effective operations within and across the entirety of the cyber domain, and for accessory uses reasonably related thereto, such as administrative offices, and for no other purpose.

3.2 Sublessor makes no warranty or representation that Sublessee may use the Demised Premises for the purpose or purposes specified in Section "3.1" above, it being the sole responsibility of Sublessee to determine if such use is lawful and complies with all applicable laws, ordinances, covenants, restrictions, rules, regulations and the provisions of this Sublease.

ARTICLE 4 - TERM

4.1 The original term (the "Original Term") of this Sublease shall commence on the first (1st) day following the date that Sublessor "substantially completes" Sublessor's Work and gives Sublessee notice thereof together with a copy of the temporary or permanent Certificate of Occupancy for the Demised Premises issued by the municipal agency having jurisdiction thereof

and the keys and security codes, if any, for the Building or the Demised Premises (the "Commencement Date"). In the event the Demised Premises are delivered by Sublessor on or before the first day of a month, Sublessee shall be entitled to occupy the Demised Premises rent free until the first day of the following month which shall be the Rent Commencement Date (i.e., if the Premises are delivered on March 15, 2017, the Rent Commencement Date shall be April 1, 2017). This Sublease shall terminate on October 31, 2026 unless sooner terminated in accordance with the provisions hereof.

4.2 In the event that Sublessee is not then in default of any of Sublessee's obligations under this Sublease, upon the expiration of the Original Term the Sublessee shall have the option to renew this Sublease for two renewal terms (the "First and Second Renewal Terms"), respectively, of five (5) years each, upon all of the same terms and conditions as were applicable during the Original Term (a) except as hereinafter provided as to annual minimum rent and (b) except that Sublessee shall have no further option to renew this Sublease upon the expiration of the First and Second Renewal Terms. In order to exercise its option to renew for a Renewal Term, Sublessee shall give Sublessor written notice thereof at least six (6) months prior to the expiration of the Original Term or the First Renewal Term, as the case may be.

ARTICLE 5 – LIMITED OBLIGATIONS

5.1 Sublessee agrees and acknowledges that the Sublessor shall have no obligation with respect to the Complex or any part thereof including the Demised Premises except if, and as may be, specifically and expressly provided in this Sublease.

ARTICLE 6 - SUBLESSOR'S IMPROVEMENTS

6.1 Sublessor shall, at its own cost and expense, commence performing Sublessor's Work in accordance with the Sublessor's Final Plans and Specifications. All construction shall be

performed in a first class and workmanlike manner in compliance with all applicable federal, state and local laws, rules, regulations, orders and codes. All materials used shall be new and of first class quality. Sublessor shall "substantially complete" Sublessor's Work on or before March 15, 2017 (the "Possession Date"), and shall "fully complete" Sublessor's Work within a reasonable time thereafter.

6.2 Sublessor's Work shall be deemed "substantially completed" upon the occurrence of all of the following: (i) construction by Sublessor of Sublessor's Work in accordance with Sublessor's Final Plans and Specifications to the extent that the remaining work to be done consists solely of a list of minor details of construction, mechanical adjustments, decoration or the like (the "Punch List") which will not interfere with Sublessee's use and enjoyment of the Demised Premises; (ii) the issuance of a temporary or permanent Certificate of Occupancy for the Demised Premises by the municipal agency having jurisdiction thereof, and (iii) certification by the Architects that Sublessor's Work is "substantially complete" as aforesaid, except for Punch List items.

6.3 At or about the time that Sublessor's Work is substantially completed, Sublessor and Sublessee shall jointly prepare the Punch List and Sublessor shall submit said Punch List to the general contractor who performed Sublessor's Work for completion. Sublessor shall see to it that the items on the Punch List are "fully completed" by said general contractor to the reasonable satisfaction of Sublessee within a reasonable time after the Sublessor's Work is substantially completed.

6.4 Sublessor's "hard costs" budget (the "Budget"), as set forth on **Exhibit D**, for construction of the Demised Premises (the "Project"), is estimated at Seven Hundred Seventeen Thousand Nine Hundred and 00/100 (\$717,900.00) Dollars. In the event there are any monies

remaining in the Budget after completion of the Project, then Sublessor shall provide fifty (50%) percent of said monies to Sublessee for Sublessee's furniture, fixtures and equipment to fit out the Demised Premises. In addition, Sublessor shall provide to Sublessee a fit-out allowance of Fifty Thousand and 00/100 (\$50,000.00) Dollars to be used for any of the following items: building security system, signage, telephone system, and wiring for its data/communications system.

ARTICLE 7 - SUBLESSEE'S IMPROVEMENTS

7.1 Sublessee shall not improve, construct, renovate, make additions to, demolish, modify, remove or alter the Demised Premises or any part thereof without the prior written consent of the Prime Lessor and the Sublessor, which consent shall not be unreasonably withheld, delayed or conditioned. Sublessee shall make or perform any improvements, construction, renovations, additions, demolition, modifications, removal or alterations permitted hereunder or consented to by Sublessor at Sublessee's own cost and expense subject to the following conditions:

7.1.1 Such work shall be performed in a first class workmanlike manner, and shall not weaken or impair the structural strength of the Building or any part thereof or change the purposes for which the Demised Premises may be used.

7.1.2 Such work shall be accomplished according to Sublessee's Plans and Specifications which shall be first submitted to and, except in the case of Sublessee's Plans and Specifications relating to Permitted Alterations, approved by the Sublessor, which approval shall not be unreasonably withheld, delayed or conditioned. Before the commencement of such work:

(i) Sublessee's Plans and Specifications shall be filed with and approved by all governmental departments or authorities having jurisdiction thereof, and all such work shall be done subject to and in accordance with the requirements of law and local regulations of all governmental departments or authorities having jurisdiction, and Sublessee shall obtain any

and all necessary building permits and any other required permits and/or authorizations and immediately furnish Sublessor and Prime Lessor with copies thereof; and

(ii) The Sublessee shall, if requested, give the Prime Lessor and/or the Sublessor surety company performance and payment bonds from a responsible insurance company authorized to do business in the State of New York, in the amount specified by the Prime Lessor and/or the Sublessor, guarantying (a) the completion of such work in accordance with Sublessee's Plans and Specifications therefor, free and clear of all liens, encumbrances, security agreements, chattel mortgages and conditional bills of sale, and (b) payment of the cost of such work and containing such other terms and provisions as may be required by the Prime Lessor and/or the Sublessor; and

(iii) any contract or agreement for labor, services, materials or supplies in connection with any alterations, building construction, reconstruction, building, rebuilding, renovation, replacement, change, addition or improvement shall provide that the contractor or supplier shall not place any mechanic's lien against the Complex or any part thereof or any of the equipment thereof. Sublessee shall deliver to the Prime Lessor and/or the Sublessor either a duplicate original of such contract or a written waiver by the architect, engineer, contractor, materialman, mechanic, person or corporation named in such contract of all right of lien which he, she or it might otherwise have upon or against the Complex or any part thereof or any equipment therein, or the interest of the Prime Lessor and/or the Sublessor in any of the foregoing on account of any work, labor, materials or other thing done or provided with respect thereto.

7.2 Nothing contained in Section "7.1" or elsewhere in this Sublease shall be deemed or construed in any way as constituting the consent or request of the Prime Lessor and/or the Sublessor, expressed or implied, for the performance of any labor or the furnishing of any

materials for the specific improvement, alteration or repair of or to the Demised Premises, or as giving the Sublessee the right, power or authority to contract for or permit the rendering of any services or the furnishing of any material that would give rise to the filing of any liens against the Complex or any part thereof.

7.3 Sublessee shall require that any contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an Insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier shall have at least an A- (excellent) rating by A.M. Best.

7.3.1 Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

(a) The CGL coverage shall include a General Aggregate Limit and such General Aggregate shall apply separately to each project.

(b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, XCU (explosion, collapse & underground coverage) and personal and advertising injury. **There shall be no exclusions to Contractual Liability for Employee Injuries (i.e. Labor Law Exclusions)**

(c) Sublessor and all other parties required of the Sublessor, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations. **If additional insured coverage can not be provided by endorsement an "Owners & Contractors' Protective" policy will be required for**

the same liability limits noted above in the name of the “Sublessor”.

(d) Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.

7.3.2 Automobile Liability

(a) Business Auto Liability with limits of at least \$1,000,000 each accident.

(b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

(c) Sublessor and all other parties required of the Sublessor, shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.

7.3.3 Commercial Umbrella

(a) Umbrella limits must be at least \$5,000,000.

(b) Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.

(c) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Contractor.

7.3.4 Workers Compensation and Employers Liability

(a) Statutory limits apply.

7.4 Contractor must waive all rights against Sublessor and all other parties required of the

Sublessor, their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

7.5 Prior to the start of any work the contractor shall provide a certificate of insurance to the Sublessor. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Sublessor.

ARTICLE 8 - ANNUAL MINIMUM RENT

8.1 During each Sublease Year of the Original Term hereof and, if the Sublessee exercises its option to renew pursuant to Section "4.2" above, during each Sublease Year of the Renewal Terms hereof, the Sublessee shall pay to Sublessor, without notice from or demand by Sublessor, and without offset or deduction by Sublessee, annual minimum rent in equal monthly installments in accordance with the following schedule, with each such monthly installment being due on the first (1st) day of each month, in advance, beginning on the Rent Commencement Date.

<u>ORIGINAL TERM</u>		
<u>Sublease Year</u>	<u>Annual Minimum Rent</u>	<u>Monthly Installment</u>
1 st Sublease Year	\$216,213.50	\$18,017.79
2 nd Sublease Year	\$216,213.50	\$18,017.79
3 rd Sublease Year	\$216,213.50	\$18,017.79
4 th Sublease Year	\$216,213.50	\$18,017.79
5 th Sublease Year	\$216,213.50	\$18,017.79
6 th Sublease Year	\$216,213.50	\$18,017.79
7 th Sublease Year	\$216,213.50	\$18,017.79
8 th Sublease Year	\$216,213.50	\$18,017.79

9 th Sublease Year ¹	\$216,213.50	\$18,017.79
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FIRST RENEWAL TERM

<u>Sublease Year</u>	<u>Annual Minimum Rent</u>	<u>Monthly Installment</u>
10 th Sublease Year	\$232,034.00	\$19,336.17
11 th Sublease Year	\$232,034.00	\$19,336.17
12 th Sublease Year	\$232,034.00	\$19,336.17
13 th Sublease Year	\$232,034.00	\$19,336.17
14 th Sublease Year	\$232,034.00	\$19,336.17

SECOND RENEWAL TERM

15 th Sublease Year	\$242,581.00	\$20,215.08
16 th Sublease Year	\$242,581.00	\$20,215.08
17 th Sublease Year	\$242,581.00	\$20,215.08
18 th Sublease Year	\$242,581.00	\$20,215.08
19 th Sublease Year	\$242,581.00	\$20,215.08

8.2 It is the intention of Sublessee and Sublessor that the Original Term of this Sublease have the same expiration date as the Sublease between Sublessor and Sublessee dated as of July 1, 2010 and which had a commencement date of November 1, 2011.

ARTICLE 9 - REAL ESTATE TAXES, ASSESSMENTS, ETC.

9.1 Sublessor shall bear, pay and discharge punctually during the Term all real estate taxes ("Real Estate Taxes"), service fee payments ("SF Payments"), payments-in-lieu-of-real estate taxes ("PILOT Payments"), assessments and other charges assessed (collectively, the "Assessments"), levied or otherwise imposed upon or payable with respect to the Complex and provide Sublessee with evidence of the Real Estate Taxes, SF Payments, PILOT Payments, and Assessments (said Real Estate Taxes, SF Payments, PILOT Payments and Assessments being hereinafter sometimes collectively referred to as the "Impositions") so due and the payment thereof within thirty (30) days following Sublessee's written request therefor. In the event

¹ To October 31, 2026

Sublessor desires to challenge the amount of the assessed value of the Sublessor's Land and/or the Building for Real Estate Tax or PILOT Payment purposes, Sublessee agrees to cooperate in signing any documents necessary for the purpose of such challenge, provided, however, Sublessor holds Sublessee harmless from, and indemnifies Sublessee against, any cost or expense (including reasonable attorneys' fees and disbursements) which Sublessee incurs in connection with such challenge.

9.2 For the purposes of this Sublease, the parties have assumed that the Annual Impositions attributable to the Demised Premises during the year immediately preceding the first Sublease Year will total \$23,730.75 (i.e., \$2.25 per square foot) notwithstanding anything to the contrary contained in this Sublease.

9.3 If, during any Sublease Year of the Term (including the first (1st) Sublease Year), the Annual Impositions attributable to the Demised Premises for such Sublease Year are less than such sum of \$23,730.75, as calculated by taking the assessment for the Complex multiplied by the combined tax levy/\$1,000 and then multiplying same by the PILOT formula set forth in Section "9.8", then Sublessee shall not have any obligation to pay Annual Impositions.

9.4 If during any Sublease Year of the Term (including the first (1st) Sublease Year), the Annual Impositions attributable to the Demised Premises for such Sublease Year are greater than the sum of \$23,730.75, as calculated by taking the applicable assessment for the Complex, multiplied by the combined tax levy/\$1,000 and then multiplying same by the PILOT formula set forth in Section "9.8", then Sublessee shall pay the amount in excess of such sum (the "Annual Excess Impositions") to Sublessor as hereinafter set forth.

9.5 On or before the first (1st) day of January of each Sublease Year during the Term (including the first (1st) Sublease Year), Sublessor shall determine the aggregate amount of all

Impositions made, levied and/or assessed or anticipated to be made, levied and/or assessed against the Complex for such Sublease Year (the "Annual Impositions") and divide the amount of said Annual Impositions by the total number of square feet of floor area in the Building (i.e., 46,305) to arrive at the amount of Annual Impositions per square foot for such Sublease Year (the "Annual Impositions/Square Foot"). Sublessor shall then multiply said Annual Impositions/Square Foot by the number 10,547 (or the actual square footage of Sublessee's Demised Premises) to arrive at the amount of Annual Impositions attributable to the Demised Premises for such Sublease Year. If the Annual Impositions attributable to the Demised Premises in any given Sublease Year of the Term (including the first (1st) Sublease Year) exceed the sum of \$23,730.75, such excess amount shall constitute the amount of Annual Excess Impositions due and payable by Sublessee to Sublessor for such Sublease Year.

9.6 On or before the first (1st) day of January of each Sublease Year (including the first (1st) Sublease Year), Sublessor shall submit a statement to Sublessee setting forth the amount of the Annual Excess Impositions due hereunder, if any, together with such back-up information (tax bills, etc.) as may be reasonably necessary in order for Sublessee to verify Sublessor's calculation of the amount of such Annual Excess Impositions (the "Annual Excess Impositions Statement"). Sublessee shall have the right to inspect those of Sublessor's books and records as may be reasonably necessary in order to verify Sublessor's calculation of such amount of Annual Excess Impositions. On the first (1st) day of each month during each Sublease Year beginning on the Commencement Date, Sublessee shall pay to Sublessor an amount equal to one-twelfth (1/12th) of the amount of the Annual Excess Impositions due for such Sublease Year as set forth on the Annual Excess Impositions Statement for such Sublease Year, which sum shall be deemed to be additional rent. In the case of any Annual Excess Impositions which Sublessor anticipated would be made,

levied and/or assessed against the Complex in any given Sublease Year, which were not imposed in the amounts Sublessor anticipated, Sublessor shall make the appropriate adjustments in the next succeeding Annual Excess Impositions Statement.

9.7 Sublessee acknowledges that there may be Annual Excess Impositions due to Sublessor during each Sublease Year of the Original Term and, if Sublessee exercises its option to renew pursuant to Section "4.2" hereof, during each Sublease Year of the Renewal Terms.

9.8 The Demised Premises are currently exempt from real property taxes. Sublessor has entered into a Payment-in-Lieu of Tax Agreement ("PILOT Agreement") between Sublessor and the Agency, a copy of which is annexed hereto as **Exhibit E**. The PILOT Agreement does or shall provide that Sublessor shall pay PILOT Payments to the Agency as follows:

- (a) one hundred percent (100%) of the Exempt Taxes for the first Exemption Year; and
- (b) twenty percent (20%) of the Exempt Taxes from the second through and including the sixth Exemption Year; and
- (c) forty percent (40%) of the Exempt Taxes from the seventh through and including the eleventh Exemption Year; and
- (d) fifty-five percent (55%) of the Exempt Taxes during the twelfth Exemption Year; and
- (e) sixty percent (60%) of the Exempt Taxes during the thirteenth Exemption Year; and
- (f) sixty-five percent (65%) of the Exempt Taxes during the fourteenth Exemption Year; and
- (g) seventy percent (70%) of the Exempt Taxes during the fifteenth Exemption Year; and
- (h) seventy-five percent (75%) of the Exempt Taxes during the sixteenth Exemption Year; and

- (i) one hundred percent (100%) of the Exempt Taxes after the sixteenth Exemption Year.

Anything herein to the contrary, notwithstanding, this Agreement shall terminate on the date on which the Leaseback Agreement shall terminate and the Agency shall terminate its leasehold interest in the Facility pursuant to the Leaseback Agreement.

Anything herein to the contrary, notwithstanding, upon the failure of the Company in making any payment when due hereunder and upon failure to cure such default within thirty (30) days of receipt of notice as herein provided, the Company shall henceforth pay as PILOT Payments one hundred percent (100%) of the Exempt Taxes together with interest at the rate of nine percent (9%) per annum on any delinquent PILOT Payments together with expenses of collection, including but not limited to, payment of attorney's fees; provided, however, nothing herein contained shall be deemed to limit any other rights and remedies the Agency may have hereunder or under any other Transaction Document.

9.9 Section 10.6 of the Prime Lease includes a provision for the maintenance of certain Employment Obligations (as defined therein) by Sublessee in order to maintain the PILOT abatement schedule referenced in Section 9.8 of this Sublease. If Sublessee fails to meet the Employment Obligations, Sublessee shall pay to Sublessor the Annual Excess Impositions. If the Sublessee timely furnishes Sublessor with Sublessee's employment information on an annual basis that demonstrates that Sublessee has met the Employment Obligations, Sublessee shall have no obligation to pay any Annual Excess Impositions if Sublessor fails to prepare and submit any "Employment Report" (as that term is defined in Section "10.6" of the Prime Lease) to the Agency as required by Section 10.6 of the Prime Lease.

ARTICLE 10 – ENVIRONMENTAL PROTECTION

10.1 The Sublessee shall comply, at its own cost and expense, with all Federal, State, and local environmental laws, regulations, and standards that are or may become applicable to the Complex and/or to the Sublessee's activities at, on or in the Complex.

10.2 The Sublessee shall be solely responsible for obtaining, at its own cost and expense, any environmental permits required by law, rule or regulation for its operations at or in the Demised Premises under this Sublease, independent of any existing permits.

10.3 The Sublessee shall, to the extent permitted under applicable law, indemnify, defend, and hold harmless the Prime Lessor and the Sublessor against and from any damages, costs, expenses (including reasonable attorneys' fees, reasonable environmental engineers' fees and reasonable experts' fees), liabilities, fines, or penalties resulting from releases, discharges, emissions, spills, storage, treatment, disposal, or any other acts or omissions that occur after the Commencement Date by the Sublessee, its officers, agents, employees, contractors, or licensees, or the invitees of it or any of them at, on, over, under or in the Complex or within the vicinity thereof giving rise to Prime Lessor and/or Sublessor liability, civil or criminal, or responsibility under Federal, State, or local environmental laws. The Sublessee shall execute and deliver to the Agency and the Sublessor an Environmental Compliance and Indemnification Agreement in the same form as the sample Environmental Compliance and Indemnification Agreement annexed hereto and made a part hereof as **Exhibit F**. In case of any conflict between the provisions of this Sublease and the provisions of the Environmental Compliance and Indemnification Agreement, the provisions of the Environmental Compliance and Indemnification Agreement will control. This Article shall survive the expiration or termination of this Sublease, and the Sublessee's

obligations hereunder shall apply whenever the Prime Lessor and/or Sublessor incur costs or liabilities for the Sublessee's actions of the types described in this Article 10.

ARTICLE 11 - UTILITIES AND SERVICES

11.1 Sublessor shall arrange for the following utilities and/or services (and no others) to be furnished to the Demised Premises at no cost to the Sublessee: steam heat, water and sewer service, solid waste collection, building custodial and building maintenance (including maintenance of the Other Improvements, including service contracts for the Building elevator and fire alarm system). In addition, Sublessor shall arrange for the following services (and no others) to be furnished to the Complex at no cost to the Sublessee: snowplowing (including salting or sanding the roadways and sidewalks located within the Complex) and grounds maintenance.

11.2 Sublessee shall, at Sublessee's own cost and expense, arrange for all other utilities and/or services to be furnished to the Demised Premises (i.e. those utilities and/or services which Sublessor is not specifically required to furnish pursuant to Section "11.1" above including, without limitation, electric service and telecommunications services within the Demised Premises). Sublessee shall pay or cause to be paid all charges for the utilities and/or services described in this Section "11.2" before such charges shall become delinquent, and shall indemnify Sublessor and save it harmless for any liability or damage on such account.

ARTICLE 12 - REPAIRS

12.1 Sublessor shall, at its own cost and expense, undertake and make such repairs as may be necessary to keep the Building's structure, the Building's roof, the Building's mechanical and electrical systems, exterior lighting, the Parking Spaces, the Other Improvements, and all utility laterals to the Building which are located on Sublessor's Land in good order and repair,

except for those of such repairs which are necessitated by the act or omission of the Sublessee or the Sublessee's agents, servants, employees, contractors and/or invitees.

12.2 Sublessee shall, at its own cost and expense, undertake and make (a) all repairs as may be necessary to keep the Demised Premises in good order and repair and not specifically required to be made by Sublessor under Section "12.1" above and (b) all repairs to the Complex which are necessitated by the act or omission of the Sublessee or the Sublessee's agents, servants, employees, contractors and/or invitees.

12.3 Sublessee shall suffer no waste or injury to the Demised Premises and shall quit and surrender the same at the end or other expiration of the Term broom clean and in good order and condition, ordinary wear and tear and damages by the elements excepted. Sublessee will remove all of its furniture, trade fixtures and equipment from the Demised Premises, but shall have no obligation to restore or remove any alterations made by Sublessee during the Term.

ARTICLE 13 - COMPLIANCE WITH LAWS AND REGULATIONS

13.1 Sublessee shall, at Sublessee's own cost and expense, execute and comply with all laws, orders, ordinances and regulations at any time issued or in force applicable to the Demised Premises or any other portion of the Complex, made by any governmental body and each and every department, official and bureau thereof, and by the appropriate Board of Fire Underwriters or similar authority relating to Sublessee's use and occupancy of the Demised Premises or any other portion of the Complex or any condition caused therein, thereat or thereon by Sublessee. The provisions of this Section "13.1" shall require, even if not specifically required by law, Sublessee to remove and dispose of, at its own cost and expense, any hazardous waste, originated and/or generated as a result of Sublessee's use of the Demised Premises or any other portion of

the Complex or otherwise existing at the Demised Premises or any other portion of the Complex by virtue of Sublessee's act or omission.

ARTICLE 14 – INSURANCE

14.1 Sublessee shall, at Sublessee's own cost and expense, at all times during the Term, provide and keep in force a combined single limit liability insurance policy in the amount of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Four Million and 00/100 Dollars (\$4,000,000.00) in the aggregate for injury or death to any one or more persons and damage to property, protecting and indemnifying the Prime Lessor and the Sublessor from liability for injuries to persons or damage to property occurring in, at or about the Demised Premises or any other portion of the Complex. Such policy shall designate the Prime Lessor, the Sublessor, Economic Development Growth Enterprises Corporation ("EDGE"), Griffiss Utility Services Corporation ("GUSC") and any designees of Sublessor as additional insureds thereunder.

14.2 Sublessee shall, at Sublessee's own cost and expense, at all times during the Term, provide and keep in force a fire insurance policy with extended coverage endorsement on all Sublessee's trade fixtures, equipment and leasehold improvements located at or in the Demised Premises in an amount equal to the full replacement cost thereof.

14.3 Sublessee shall, prior to commencement of the Term, deliver to Sublessor, together with proof of payment of the premium therefor, duplicate originals or a certificate of all policies of insurance required to be provided by Sublessee under this Article 14 (including a certification that the property insurance policies contain a waiver of subrogation clause or endorsement as required by this Article 14), which policies shall include an endorsement which states that such insurance may not be materially reduced or canceled except on at least thirty (30) days' prior written notice to the Prime Lessor, the Sublessor, EDGE, GUSC, and the Sublessor's designees. All such policies shall be written

by one or more responsible insurance companies authorized to do business in the State of New York and shall waive any rights of subrogation on the part of the insurer against the Prime Lessor, the Sublessor, EDGE, GUSC and the Sublessor's designees. At least twenty (20) days prior to expiration of each such policy, Sublessee shall deliver to Sublessor a duplicate original or a certificate of all policies procured in replacement or renewal thereof, which policy or policies, if in replacement, shall have a similar cancellation provisions.

14.4 During the Term, the Sublessor shall arrange for and maintain replacement value property and casualty insurance (the "Sublessor's Insurance") with respect to the Demised Premises, and provide proof thereof to the Sublessee. The Sublessor, at its election, may satisfy its obligation to arrange for and maintain the Sublessor's Insurance by either (i) obtaining a separate policy of property and casualty insurance for the Building or by designating the Building (including the Demised Premises) as an insured property on the blanket policy of property and casualty insurance (the "Blanket Policy") which it currently keeps in force with respect to its properties in the Park. In the event that Sublessor elects to insure the Building (including the Demised Premises) under a Blanket Policy, the policies so obtained and maintained shall be written by one or more responsible insurance companies authorized to do business in the State of New York.

14.5 Sublessor shall not be liable for any damage to or destruction of any of Sublessee's goods, merchandise, fixtures, equipment and/or leasehold improvements, by fire or other casualty, no matter how caused, it being understood that Sublessee will look solely to Sublessee's insurer for reimbursement and not to Sublessor. Sublessee shall not be liable for any damage to or destruction of all or any portion of the Complex by fire or other casualty, no matter how caused, it being understood that Sublessor will look solely to Sublessor's insurer for reimbursement and not to Sublessee. Sublessor and Sublessee shall have a subrogation clause be a part of or attached to and

made a part of the property insurance policy or policies required by this Article 14 in the following or equivalent form:

This insurance shall not be invalidated should the insured waive in writing, prior to a loss, any or all rights of recovery against any other party for a loss occurring to the property described herein caused by or resulting from the hazards or perils insured hereunder. Notice is hereby accepted that the insured has agreed in writing, prior to a loss, to waive any and all of its rights of recovery from Sublessor or Sublessee, as the case may be.

ARTICLE 15 - CASUALTY LOSS

15.1 Sublessee shall give Sublessor immediate notice of any fire or other damage to, or destruction of, the Demised Premises or any other part of the Building. Sublessor shall, at Sublessor's own cost and expense, in the event of damage to or destruction of the Demised Premises or any other part of the Building by fire or other cause, repair or rebuild the same within a reasonable time (Sublessor's recovery of insurance proceeds shall be a factor considered in determining a reasonable time). No claim shall be made by Sublessee against Sublessor in any case for compensation or damages by reason of interruption of Sublessee's business, practice or occupation as a result of any damage to, or destruction of, the Demised Premises or any other part of the Building by fire or other cause, or arising from the necessity of repairing and rebuilding the same. Sublessee shall be entitled to equitable abatement of rent during any period of time that Sublessee is unable to use the Demised Premises for those purposes permitted under Section "3.1" by reason of damage thereto or destruction thereof by fire or other cause. Notwithstanding any provision of this Section "15.1" hereinbefore to the contrary, if more than thirty-five percent (35%) of the Demised Premises or of the Building is damaged or destroyed during the last twenty-four (24) months of the Term and there is no renewal right which Sublessee has elected, or can elect, to exercise, Sublessor shall have the right, upon notice to Sublessee, to terminate this Sublease, upon which termination neither Sublessor nor Sublessee shall have any further rights or obligations

under this Sublease or to or with respect to each other, provided, however that Sublessee shall not be relieved of any obligation of which Sublessee was in default at the time of such termination, which obligation shall survive such termination, and provided further, that Sublessor shall be entitled to receive, as Sublessor's sole and exclusive property, all insurance proceeds payable by reason of such damage to or destruction of the Demised Premises or any other part of the Building. In order to exercise the right of termination provided by this Section "15.1", Sublessor shall give Sublessee notice thereof within thirty (30) days after damage to or destruction of the Demised Premises or the Building by fire or other cause.

15.2 In the event that the Demised Premises or any other part of the Building is damaged or destroyed, Sublessee shall have the right to terminate this Sublease (i) if such damage or destruction materially impairs Sublessee's ability to make use of the Demised Premises in the customary operation of Sublessee's business thereat and (ii) the Demised Premises cannot within a period of twelve (12) months be repaired or restored to the same or better condition than it was in immediately prior to the occurrence of such damage or destruction.

ARTICLE 16 - NEGATIVE COVENANT

16.1 Sublessee shall not deface or disfigure the Complex or any part thereof or suffer the same to be done. Sublessee shall not do anything, or suffer anything to be done, which causes or may cause structural injury to the Complex or any part thereof provided, however that Sublessee shall not be liable for any structural injury to the Complex or any part thereof by reason of any act performed with Sublessor's prior written consent and not performed in a negligent fashion.

16.2 Sublessee shall not permit any noxious or other annoying odors to emanate out of the Building or otherwise disturb the other owners, lessees or occupants of the Complex, the Park or the Base.

ARTICLE 17 - EMINENT DOMAIN

17.1 If the whole of the Building shall be taken and condemned by any competent authority for any public use or purpose, the Term shall cease at the time of such taking or condemnation.

17.2 If part, but not the whole, of the Building shall be taken and condemned by any competent authority for any public use or purpose, and Sublessee is unable to substantially use the Demised Premises for the uses it was making thereof immediately prior to such taking or condemnation, the Term shall cease at the time of such taking or condemnation.

17.3 If part, but not the whole, of the Building shall be taken and condemned by any competent authority for any public use or purpose, and Sublessee, in Sublessee's reasonable opinion, is still substantially able to use the Demised Premises for the uses it was making thereof immediately prior to such taking or condemnation, this Sublease and the Term shall continue and rent shall be equitably abated; provided, however, that in such event, Sublessor shall, at Sublessor's own cost and expense, make all necessary repairs or alterations to the Building so as to constitute that portion of the Building not taken a complete architectural unit and as nearly similar in character to the Building immediately prior to the taking, provided, however, that more than two (2) Sublease Years remain in the Term at the time of the taking and provided further that such repairs or alterations are reasonably feasible. If, during the period of any such repair or alterations, Sublessee is prevented from using the Demised Premises in whole or in part by reason thereof, rent shall be equitably abated while Sublessee is so prevented.

17.4 Any award resulting from any taking or condemnation of any part or the whole of the Building by any competent authority for any use or purpose shall belong to, and be the sole and exclusive property of, Sublessor. Sublessee hereby assigns to Sublessor all right and claim

which Sublessee may otherwise have to such award and agrees to execute any and all instruments or other documents which at any time may be necessary or requested therefor. Notwithstanding any provision of this Section "17.4" herein before to the contrary, Sublessee shall be entitled to recover any relocation expense or moving expense which the law provides to a tenant upon a taking or condemnation, as well as payment for any trade fixtures and equipment which are not or do not become the property of Sublessor under the terms of this Sublease provided, however that Sublessor's award is not thereby diminished.

17.5 If the Term shall cease due to a taking or condemnation as provided in this Article 17, rent, minimum or additional, shall be apportioned accordingly to the date the Term ceases.

ARTICLE 18 - CONDITION OF DEMISED PREMISES

18.1 The Sublessee will inspect, know, and accept the condition and state of repair of the Demised Premises as of the Possession Date in accordance with and subject to the terms of Section "6.3" hereof. Sublessor shall construct all improvements to the Demised Premises in compliance with all federal, state, county and municipal laws, orders, ordinances and regulations including the Development Standards for the Griffiss Business & Technology Park dated September 23, 1998, as amended September 30, 1998, and as further amended February 28, 2001. It is understood and agreed that the Demised Premises are subleased to Sublessee in their "as is, where is" condition and "with all faults" and without any representation or warranty by the Prime Lessor or the Sublessor concerning their condition and without obligation on the part of the Prime Lessor or the Sublessor to make any alterations, repairs, improvements or additions thereto except as specifically set forth in this Sublease. It is further understood and agreed that by taking occupancy, Sublessee shall be deemed to have accepted the Demised Premises in their then existing "as is", "where is" condition and state of repair and "with all faults" then existing, subject

only to the completion of the items on the Punch List to the reasonable satisfaction of Sublessee. Neither the Prime Lessor nor the Sublessor shall be liable for any latent or patent defects in the Demised Premises. Neither Prime Lessor nor Sublessor shall be liable for any business losses or lost profits or opportunity or any other loss, expense or damage attributable or incident to the condition or state of repair of the Demised Premises. The Sublessee acknowledges that neither the Prime Lessor nor the Sublessor has made any representation or warranty, express or implied, concerning the condition and/or state of repair of the Demised Premises, nor any agreement or promise to alter, improve, adapt or repair the Demised Premises which has not been expressly set forth in this Sublease.

18.2 Notwithstanding anything to the contrary contained in Section "18.1" above, in the event that the Sublessor receives warranties from contractors, subcontractors, mechanics, materialmen and/or suppliers in connection with the construction and/or "building out" of the Demised Premises and/or any component parts thereof, Sublessor shall, if so requested by Sublessee, either (a) pursue any claim for breach or warranty which Sublessee reasonably deems legitimate or (b) assign the warranty in question to Sublessee to the extent necessary in order for Sublessee to pursue such claim for breach of warranty.

ARTICLE 19 - SUBLESSOR'S NON-LIABILITY

19.1 Neither Prime Lessor nor Sublessor shall be liable to Sublessee for any shortage or failure of heat, utilities or services at or in the Demised Premises or for interference with other incorporeal hereditaments, regardless of the cause therefor. No diminution or abatement of annual minimum rent or additional rent or any of Sublessee's other obligations hereunder shall be allowed for any reason or circumstance whatsoever unless expressly provided for in this Sublease. No

interruption or curtailment of any utilities including, without limitation, steam, water, electricity, sewer and/or telecommunications services shall be deemed a constructive eviction.

19.2 No claim shall be made by Sublessee against Sublessor in any case for compensation or damages by reason of interruption of Sublessee's business or occupation as a result of any damage to, or destruction of, the Demised Premises or any part thereof by fire or any other cause, or arising from the necessity of repairing and rebuilding the same.

19.3 Sublessor shall not be liable to Sublessee for any loss or damage occasioned by or through the acts or omissions of other tenants or occupants of the Park or the Base.

ARTICLE 20 - INSPECTION

20.1 Subject to any applicable security restrictions of Sublessee, Prime Lessor, Sublessor and their respective agents or designated representatives shall be permitted to enter the Demised Premises at all reasonable times during Sublessee's usual business or office hours, and in the case of an emergency, at any time, for the purpose of inspecting the Demised Premises and making any necessary repairs thereto or rebuilding the same or performing any work therein which Prime Lessor or Sublessor desires to perform that may be necessary by reason of Sublessee's default under the terms of this Sublease. Nothing herein shall imply any duty on the part of Prime Lessor or Sublessor to do any work which under any provision of this Sublease the Sublessee is required to perform, and the performance thereof by Prime Lessor or Sublessor shall not constitute a waiver of any default by Sublessee. Neither Prime Lessor nor Sublessor shall be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Sublessee by reason of making such repairs or performing any such work on or in the Demised Premises, or on account of bringing materials, supplies, tools, or equipment into or to the Demised Premises during the

course of such work, and the obligations of Sublessee under this Sublease shall not thereby be relieved, diminished or otherwise affected in any manner.

20.2 Subject to any applicable security restrictions of Sublessee during the last twelve (12) months of the Original Term, provided that Sublessee has not exercised its right to renew for the Renewal Term, Sublessor shall have the right, at reasonable times, upon prior notice to Sublessee, provided it does not unreasonably interfere with the business or occupation of Sublessee, to enter the Demised Premises and show the same to prospective lessees thereof and may, during such final twelve (12) month period, affix to any suitable part of the Demised Premises a notice of letting of the Complex or any part thereof and shall have the right to keep the same affixed without hindrance or molestation, provided no such sign shall unreasonably interfere with light coming into the Demised Premises or with any sign of Sublessee at the Building.

20.3 Subject to any applicable security restrictions of Sublessee during the last twelve (12) months of the Renewal Term, Sublessor shall have the right, at reasonable times, upon prior notice to Sublessee, provided it does not unreasonably interfere with the business or occupation of Sublessee, to enter the Demised Premises and show the same to prospective lessees thereof and may, during such final six (6) month period, affix to any suitable part of the Complex a notice of letting of the Demised Premises or any part thereof and shall have the right to keep the same affixed without hindrance or molestation, provided no such sign shall unreasonably interfere with light coming into the Demised Premises or with any sign of Sublessee at the Building.

20.4 Subject to any applicable security restrictions of Sublessee, Sublessee shall permit an inspection of the Demised Premises by or on behalf of prospective purchasers of all or any portion of the Complex at all reasonable times upon prior notice to Sublessee, provided such inspection does not unreasonably interfere with the business or occupation of Sublessee and

Sublessor may, at any time, affix to any suitable part of the Complex a notice that the Complex or some portion thereof is for sale and shall have the right to keep the same affixed without hindrance or molestation, provided no such sign shall unreasonably interfere with light coming into the Demised Premises or with any sign of Sublessee at the Building.

ARTICLE 21 - MECHANIC'S LIEN

21.1 If a notice of mechanic's lien be filed against the Complex or any part thereof for, or purporting to be for, labor or materials alleged to have been furnished to or for the Demised Premises at the request of Sublessee, Sublessee shall remove or discharge the same within thirty (30) days thereafter, and if Sublessee shall fail to remove or discharge such lien within such thirty (30) day period, Sublessor shall have the right, but not the obligation, to pay the amount of such lien, or discharge the same by deposit or bonding proceedings, without regard to the validity of such lien, and, in the event of such deposit or bonding proceedings, Sublessor may require the lienor to prosecute an appropriate action to enforce the lienor's claim. In such case, Sublessor may pay any judgment recovered on such claim. Any liability or expense paid by Sublessor as provided in this Section "21.1" shall be deemed additional rent and shall be due and payable from Sublessee to Sublessor concurrently with the next monthly installment of annual minimum rent due after Sublessor gives Sublessee notice of such payment by Sublessor.

ARTICLE 22 - ATTORNMENT

22.1 In the event the Complex or any part thereof is sold voluntarily or pursuant to any mortgage foreclosure sale, or pursuant to the exercise of any power of sale under any mortgage made by Sublessor covering the Complex or any part thereof, Sublessee shall attorn to the purchaser at such sale and recognize such purchaser as the "Sublessor" under this Sublease.

ARTICLE 23 - SUBORDINATION

23.1 This Sublease shall be subject and subordinate to the lien of any mortgages now existing or which Prime Lessor or Sublessor may hereafter place upon the Complex, or any part thereof, and to all terms, conditions or other provisions of such mortgage(s), and to any renewals, extensions, modifications or replacements thereof, provided, that as to any such mortgage, the mortgagee agrees that so long as Sublessee is not in default of its obligations under this Sublease beyond any applicable period of notice and grace, all proceeds of insurance and condemnation shall be disbursed in the manner set forth in this Sublease and the mortgagee shall not to disturb Sublessee's rights under this Sublease or join Sublessee as a defendant in any action to foreclose any such mortgage. If requested by Sublessee, Sublessor and Sublessee agree to execute, acknowledge and deliver a Subordination, Non-Disturbance and Attornment Agreement.

23.2 The Sublessee shall not act or fail to act in a manner which would cause a default under any mortgages now existing or which the Prime Lessor or Sublessor may hereafter place upon the Complex or any part thereof.

ARTICLE 24 - ASSIGNMENT AND SUBLETTING

24.1 Sublessee shall not, whether voluntarily, involuntarily, or by operation of law, assign this Sublease, sublet all or any part of the Demised Premises or permit any other person to occupy the same without Sublessor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Sublessor's consent to any assignment or subletting shall not release Sublessee from any of its obligations hereunder including, without limitation, the payment of minimum rent, additional rent or other sums provided for herein. Sublessor's acceptance of rent, additional rent or other sums from any other person shall not be

deemed a waiver of any provision hereof or a consent to the assignment or subletting of the Demised Premises.

24.2 If Sublessee is a corporation, then the sale, issuance or transfer of any voting capital stock of Sublessee or any corporate entity which directly or indirectly controls Sublessee (unless Sublessee is a corporation whose stock is traded on the New York Stock Exchange, the American Stock Exchange, NASDAQ or any other nationally recognized exchange) which shall result in a change in the voting control of Sublessee or the corporate entity which controls Sublessee shall be deemed to be a prohibited assignment of this Sublease. If Sublessee is a partnership, a limited liability company or an unincorporated association, then the sale, issuance or transfer of a majority interest therein, or the transfer of a majority interest in or a change in the voting control of any partnership, limited liability company or unincorporated association or corporation which directly or indirectly controls Sublessee, or the transfer of any portion or all of any general partnership or managing partnership interest, or membership interest shall be deemed to be a prohibited assignment of this Sublease.

24.3 Notwithstanding the provisions of paragraph 24.1, Sublessor shall not withhold such consent if the proposed assignee's financial standing and responsibility at the time of such proposed assignment, in Sublessor's sole discretion, is equal to or better than the financial standing and responsibility of Sublessee and is sufficient to give Sublessor reasonable assurance of the payment of all rents and other amounts required under this Sublease and of compliance with all other terms, covenants, provisions and conditions hereof, including, but not limited to, Sublessee's obligations under Sections "9.9" and "35".

ARTICLE 25 - NOTICE

25.1 All notices, demands or other communications hereunder shall be in writing and shall be either delivered personally or sent by certified mail postage prepaid, return receipt requested or by a nationally recognized overnight courier service (e.g., UPS, Airborne or Federal Express) paid by shipper, receipt requested, addressed as follows or to such other address as either party may specify in writing to the other:

If to Sublessor:

Cardinal Griffiss Realty, LLC
584 Phoenix Drive
Rome, New York 13441
Attention: Peter Zawko, Authorized Representative

With a copy (which shall not constitute notice) to:

Saunders Kahler, L.L.P.
185 Genesee Street, Suite 1400
Utica, New York 13501
Attention: Camille T. Kahler, Esq.

If to Sublessee:

Assured Information Security, Inc.
153 Brooks Road
Rome, New York 13441
Attention: Steven J. Flynt

With a copy (which shall not constitute notice) to:

Bond, Schoeneck & King, PLLC
One Lincoln Center
Syracuse, New York 13202
Attention: Kevin M. Pole, Esq.

ARTICLE 26 - PAYMENT

26.1 All payments or evidence of payment required to be made or provided by Sublessee to Sublessor shall be made and provided to Sublessor at its offices marked "Attention: Chief

Financial Officer" or at such other place or places of which Sublessor may from time to time give notice to Sublessee. All payments shall be in lawful money of the United States of America. With the exception of annual minimum rent, all monetary sums due to Sublessor from Sublessee pursuant to this Sublease shall be deemed additional rent. No payment to, or receipt by, Sublessor of a lesser amount than the amount then required to be paid hereunder shall be deemed to be other than on account of the earliest amount of any obligations then due hereunder, notwithstanding any notation, legend or instruction of Sublessee to the contrary, which notations, legends or instructions shall be null and void. No endorsement or statement on any check or other communication accompanying a check for payment of any amounts payable hereunder shall be deemed an accord and satisfaction, and Sublessor may accept such check in payment without prejudice to Sublessor's right to recover the balance of any sums owed by Sublessee hereunder or to pursue any other remedy available in this Sublease, or under law, against Sublessee.

26.2 Sublessee shall not withhold any rent, additional rent or other sums due to Sublessor for any reason. In the event Sublessee has a good faith claim against or dispute with Sublessor, Sublessee shall deliver all rent, additional rent and other sums currently due to Sublessor together with a letter of protest identifying each and every claim against or dispute with Sublessor and itemizing all sums in dispute.

26.3 In the event that Sublessee shall pay any rent, additional rent or other charge under protest, Sublessor and Sublessee shall resolve the dispute in the following manner: as soon as reasonably convenient, and in no event later than thirty (30) days after the Sublessee's protest, the parties shall negotiate and attempt in good faith to resolve the dispute. Thereafter, if the matter remains unresolved, the dispute shall be submitted to arbitration. If the dollar amount of the protest is less than Ten Thousand (\$10,000.00) Dollars, the case will be submitted to a single

arbitrator. All other cases will be submitted to a panel of three (3) arbitrators. The decision of the arbitrator or arbitrators shall be binding on the Sublessor and Sublessee. The arbitrator or arbitrators shall be selected from a list of arbitrators on file with, or used by, the Oneida County Supreme Court. Sublessor and Sublessee shall equally share the expenses of arbitration and each shall be responsible for its own attorneys' fees.

ARTICLE 27 – QALICB REQUIREMENTS

27.1 Sublessee represents, warrants and covenants that during the term of the Sublease it shall not permit the Demised Premises to be used for the following purposes:

(a) predominantly for the development or holding of intangibles for sale or license;

(b) for the operation of any private or commercial golf course, country club, massage parlor, hot tub facility, suntan facility, racetrack or other use for gambling or for residential rental property;

(c) no portion of the Demised Premises shall be directly or indirectly subsidized by low income housing tax credits under Section 42 of the Internal Revenue Code;

(d) a store, the principal business of which is the sale of alcoholic beverages for consumption off premises;

(e) principally for farming as defined in Section 203A(e)(5)(A) or (B) of the Internal Revenue Code.

ARTICLE 28 – HOLDOVER

28.1 Should Sublessee continue to occupy the Demised Premises after expiration of the Term, whether with or without the consent of Sublessor, then, unless expressly provided otherwise in a writing signed by Sublessor, such tenancy shall be from month-to-month and in no event from

year-to-year or term-to-term, and such month-to-month tenancy shall be under all the terms, covenants and conditions of this Sublease, including, 1.25 times the monthly rent payable immediately preceding the expiration of the Term.

ARTICLE 29 - CHANGES

29.1 This Sublease may not be modified, changed, discharged or terminated except by a written instrument executed by both Sublessor and Sublessee expressly so providing.

ARTICLE 30 - DEFAULT

30.1 If, before or after the commencement of the Term, Sublessee shall file in any court pursuant to any statute, either of the United States or of any state, a petition in bankruptcy or insolvency, or for reorganization or arrangement, or for appointment of a receiver or trustee of all or any portion of such person's property, or a petition in bankruptcy or insolvency shall be filed against Sublessee in any court pursuant to any statute, either of the United States or of any state and such petition shall not be dismissed within thirty (30) days after the filing thereof, the Term shall thereby, at the option of Sublessor, cease, and Sublessee shall immediately quit and surrender the Demised Premises to Sublessor, and in that case, neither Sublessee nor anybody claiming under Sublessee shall be entitled to possession, or to go into possession, of the Demised Premises, except for the temporary purpose of removing any alterations or personalty which it is permitted or required to remove under this Sublease.

30.2 If, after commencement of the Term, (i) any of the events mentioned in the immediately preceding Section "30.1" shall occur, (ii) intentionally deleted, (iii) the Demised Premises are used for some purpose other than a use permitted under this Sublease or for some purpose restricted under this Sublease, and any such use continues for more than thirty (30) days after notice from Sublessor, unless such use cannot reasonably be discontinued within the

foregoing thirty (30) day period, Sublessee shall not be in default if Sublessee undertakes to discontinue the use within the foregoing thirty (30) day period and proceeds to discontinue the use within a reasonable time, (iv) any execution, attachment or other process of law which deprives Sublessee of Sublessee's estate created by this Sublease is issued and Sublessee fails to vacate or set aside such execution, attachment or other process within thirty (30) days after such issuance, (v) Sublessee shall fail to perform any of the covenants of this Sublease other than the provisions for the payment of annual minimum rent or additional rent for more than thirty (30) days after notice from Sublessor, unless such failure cannot be cured within the foregoing thirty (30) day period, no default shall occur if Sublessee undertakes to cure the failure within the foregoing thirty (30) day period and proceeds to cure the failure within a reasonable time (vi) Sublessee shall fail to pay any item of annual minimum rent or additional rent or any part of either for a period of more than thirty (30) days after the same is first due and payable and after a ten (10) day written notice and demand from Sublessor, then, in any of such events, the Term shall thereby, at the option of Sublessor, on the day specified in a notice to Sublessee of exercise of such option (which termination date shall not be earlier than thirty (30) days after the date on which Sublessor's notice is given) (other than in the event of nonpayment of annual minimum rent or additional rent), cease, and Sublessee shall immediately quit and surrender the Demised Premises to Sublessor, but Sublessee shall remain liable as hereinafter provided in Section "30.3".

30.3 If Sublessor has exercised the option to cause the Term to cease as hereinbefore provided in this Article 30, Sublessor may immediately or at any time thereafter, re-enter the Demised Premises and remove all persons and all or any property therefrom, either by summary proceedings or by any suitable action or proceeding at law may repossess and enjoy the Demised Premises. Whether or not Sublessor exercises such option to cause the Term to cease, Sublessor

may either relet the Demised Premises or any part or parts thereof for Sublessor's own account, or may, at Sublessor's option, relet the Demised Premises or any part or parts thereof as the agent of Sublessee, and, in either such event, receive the rents therefrom, applying the same first to payment of such expenses as Sublessor may have incurred in reletting, then to the fulfillment of Sublessee's covenants herein and, if there be any excess then remaining, such excess shall belong to Sublessor. Sublessee shall remain liable for any deficiency. Sublessor may relet the Demised Premises for a term extending beyond the Term and Sublessee shall nevertheless remain liable as hereinafter provided. In the event the Term shall cease as provided in this Article 30, then whether or not the Demised Premises be relet, Sublessee shall remain liable for, and Sublessee hereby agrees to pay to Sublessor until the time when this Sublease would have expired but for such termination or early expiration, the equivalent of the amount of all the annual minimum rent and additional rent reserved herein, less the avails of reletting, if any, and the same shall be due and payable by Sublessee to Sublessor on the several rent days above specified, that is, upon each of such rent days Sublessee shall pay to Sublessor the amount of the deficiency then existing. Sublessee hereby expressly waives any and all right of redemption granted by or under any present or future laws in case Sublessee shall be dispossessed by judgment or warrant of any court or judge and Sublessee shall waive and hereby waives all right to trial by jury in any summary proceedings hereafter instituted by Sublessor against Sublessee with respect to the Demised Premises. The words "re-enter" and "re-entry" as used in this Sublease are not restricted to their technical legal meanings.

30.4 If not already provided in this Sublease, if Sublessee shall default in performing any covenant contained in this Sublease on Sublessee's part to be performed after written notice from Sublessor and following a thirty (30) day notice requiring Sublessee to perform, Sublessor

shall have the right, but not the obligation, immediately or at any time thereafter, without notice, to perform the same for the account of Sublessee, and, in the event Sublessor pays any monies in connection with such performance on account of Sublessee, the amount thereof shall be deemed additional rent due and payable concurrently with the next monthly installment of annual minimum rent following Sublessor giving Sublessee notice of such payment.

30.5 In the event of the breach by Sublessee of any of the covenants and conditions of this Sublease, Sublessor shall have the right of injunction and a right to invoke any remedy at law or in equity as if re-entry, summary proceedings and other remedies were not provided herein.

30.6 In the event the Demised Premises shall become vacant by reason of Sublessee's removal therefrom, whether with respect to a default or not, Sublessor shall have no obligation to attempt to relet the Demised Premises or to repair any damages thereto caused by Sublessee.

30.7 Notwithstanding anything to the contrary herein contained, in the event the Term shall cease as provided in this Article 30 due solely to Sublessee's failure to pay any item of annual minimum rent or additional rent or any part of either for a period of more than thirty (30) days after the same is first due and payable (but not in the event of any other uncured default under this Sublease), then whether or not the Demised Premises be relet, Sublessee shall remain liable for, and Sublessee hereby agrees to pay to Sublessor until the time when this Sublease would have expired but for such termination or early expiration, the equivalent of the amount of all the annual minimum rent and additional rent reserved herein, less the avails of reletting, if any, and the same shall be immediately due and payable, in full, by Sublessee to Sublessor upon notice and demand by Sublessor.

30.8 No receipt of monies by Sublessor from or for the account of Sublessee or from anyone in possession or occupancy of the Demised Premises after the termination of this Sublease

or after the giving of any notice of termination shall reinstate, continue or extend the Term or affect any notice given to Sublessee prior to the receipt of such money.

ARTICLE 31 - WAIVER

31.1 Failure of Sublessor to insist in any one or more instances upon strict performance of any of the covenants of this Sublease which Sublessee is required to perform, or to exercise any option herein contained, shall not be considered or construed as a waiver or relinquishment for the future of such covenants or option, but the same shall continue and remain in full force and effect. Receipt by Sublessor of annual minimum rent or additional rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach and no waiver by Sublessor of any provision of this Sublease shall be deemed to have been made unless clearly expressed in writing, signed by Sublessor. Any written consent by Sublessor required under this Sublease shall not, if given, be construed as a waiver of the need for such consent in the future.

ARTICLE 32 - GENERAL

32.1 Any covenant mentioned in this Sublease to be performed by Sublessee or Sublessor shall be performed, unless otherwise provided and if not already so stated, at Sublessee's own cost and expense and at all times during the Term and shall be deemed a condition as well as a covenant. All monetary sums due to Sublessor under this Sublease which do not constitute annual minimum rent shall be deemed to constitute additional rent.

ARTICLE 33 - REAL ESTATE BROKER

33.1 Sublessor and Sublessee each warrant and represent to the other that no real estate broker or any other person entitled to commissions has been instrumental in bringing about this Sublease. Furthermore, if any person makes claim for such commissions and either party is required to pay for the same or incur any expense in connection therewith on account of it being

vendor or concessionaire of Sublessee or their respective agents, servants or employees, of the types described in this Section "35.1", regardless of when such actions or omissions occur.

35.2 Sublessor agrees to indemnify and save Sublessee harmless from and against any and all claims, demands, costs, expenses and liabilities for or in connection with any accident, injury or damage whatsoever caused to any person or property arising or occurring at, under or in the Complex as a result of the intentional or negligent act of Sublessor or Sublessor's agents, servants or employees or the failure of Sublessor to perform any act or do anything required of Sublessor under this Sublease which failure has continued for a period of more than thirty (30) days after written notice of such failure is given by Sublessee to Sublessor.

ARTICLE 36 - SECURITY

36.1 Sublessor shall have no obligation of any kind to keep the Demised Premises secure, all obligations for such security to be solely upon Sublessee.

ARTICLE 37 - SIGNS

37.1 Sublessee shall not place or install any signs on the exterior walls of the Building or elsewhere within the Complex without Sublessor's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. Any sign installed by Sublessee shall conform in every way with the rules and regulations of any governmental, department or agency having jurisdiction thereover, and with any law of the state, county and/or municipality with regard thereto and with the Development Standards and/or Declaration of Covenants and Restrictions, to the extent that either or both of them may be applicable. No sign placed by Sublessee on the exterior of the Building or elsewhere within the Complex with Sublessor's consent shall be "flashing" or "animated" or one which would otherwise have variations in the intensity of

illumination, except with Sublessor's prior written consent, which consent may be unreasonably withheld, delayed or conditioned.

ARTICLE 38 – RELATIONSHIP

38.1 No provision of this Sublease is intended to create a partnership or agency relationship between Sublessor and Sublessee, or make Sublessor and Sublessee joint venturers, or make Sublessor and Sublessee in any way responsible for the debts or losses of the other.

ARTICLE 39 - ACKNOWLEDGEMENT

39.1 Sublessee acknowledges that this Sublease is subject to the Prime Lease.

ARTICLE 40 - QUIET ENJOYMENT

40.1 Upon paying the annual minimum rent and additional rent and other charges provided for by this Sublease, and performing all the other terms of this Sublease on Sublessee's part to be performed, Sublessee shall quietly have, hold and enjoy the Demised Premises during the Term without hindrance or molestation.

ARTICLE 41 – CAPTIONS

41.1 The Article and Section captions contained in this Sublease are for convenience only and do not define, limit or construe the contents of such Articles and Sections and are in no way to be construed as part of this Sublease.

ARTICLE 42- REFERENCES

42.1 Wherever in this Sublease the singular number is used, the same shall include the plural, and the masculine, feminine and neuter gender shall include each other, if otherwise applicable or appropriate. Any reference in this Sublease to "Section" or "Article", unless expressly indicated otherwise, refers to a Section or Article of this Sublease.

ARTICLE 43 - EXCULPATION

43.1 The term "Sublessor" as used in this Sublease shall mean Griffiss Local Development Corporation so long as it has not transferred its right, title and interest in the Complex and, should it make any such conveyance, Griffiss Local Development Corporation shall thereupon be entirely released from all covenants and other obligations of the Sublessor under this Sublease (except for covenants or obligations upon which the Sublessor is in default on the date of such conveyance) and the term "Sublessor" shall apply to the grantee of such conveyance, and the benefits of this Section "43.1" shall apply to such grantee and subsequent grantees, if any.

43.2 Sublessor shall not be responsible or liable to Sublessee for any injury or damage resulting from acts or omissions of persons occupying property adjoining the Complex, or for any injury or damage resulting to Sublessee or its property from bursting, stoppage, or leaking of water, gas, sewer or steam pipes, except when such loss or damage arises from the willful or negligent misconduct of Sublessor, its agents, servants, or employees, or from Sublessor's failure within a reasonable period of time after being given access to the Demised Premises by Sublessee to make the repairs required of it pursuant to Section "12.1" above.

43.3 In the event of any default by Sublessor in performing any of Sublessor's obligations under this Sublease, Sublessor shall have no personal liability on account thereof and Sublessee shall, as Sublessee's sole remedy, look solely to Sublessor's right, title and interest in the Complex or to any insurance proceeds received by Sublessor relating to the Demised Premises.

ARTICLE 44 - LATE CHARGES; INTEREST

44.1 In the event that any payment provided herein shall become overdue for a period in excess of ten (10) days, a late charge of five cents (5¢) for each dollar so overdue shall become immediately due to Sublessor as liquidated damages for failure to make prompt payment. Said

late charge shall be additional rent and shall be payable together with the next installment of annual minimum rent.

44.2 Any item of annual minimum rent and additional rent becoming due under this Sublease and not paid when due shall bear interest from the date upon which the Sublessor gives the Sublessee written notice that such payment is past due until received by the Sublessor in immediately available funds at the lesser of (i) four percent (4%) per annum above the prime rate announced from time to time by Bank of America or its successor or (ii) the highest lawful rate of interest permitted by law at the time.

ARTICLE 45 - BENEFIT

45.1 This Sublease shall be binding upon and inure to the benefit of the Sublessor and its successors and assigns, and Sublessee and its successors and permitted assigns. If there be more than one person jointly referred to as "Sublessee", each such person so jointly referred to shall be jointly and severally liable for all of the covenants, agreements and obligations of this Sublease required to be performed or observed by the Sublessee.

ARTICLE 46 - ATTORNEYS' FEES

46.1 Except as may otherwise be provided in this Sublease, in the event Sublessor retains one or more attorneys to bring any legal action (whether informally by way of telephone conferences, meetings, correspondence, etc. or formally by way of an arbitration or administrative proceeding or court proceeding) to recover any monies due from Sublessee under this Sublease, or to compel Sublessee to perform any other covenant and/or condition which Sublessee is obligated to perform under this Sublease, or in the event Sublessor retains one or more attorneys to defend against any obligation imposed or intended to be imposed upon Sublessor on account of Sublessee's failure or alleged failure to perform Sublessee's obligations under this Sublease or on

account of any other act or failure to act on the part of Sublessee, Sublessee shall be responsible for, and pay to Sublessor, all reasonable attorneys' fees and any other reasonable costs and disbursements incurred by Sublessor in connection therewith, provided, however, that Sublessor is the successful or prevailing party. The amount of such attorneys' fees and other costs and disbursements shall be deemed additional rent and shall be due and payable by Sublessee to Sublessor on the first (1st) day of the month following Sublessor giving Sublessee notice of the amount thereof and demand therefor.

46.2 Except as may otherwise be provided in this Sublease, in the event Sublessee retains one or more attorneys to bring any legal action (whether informally by way of telephone conferences, meetings, correspondence, etc. or formally by way of an arbitration or administrative proceeding or court proceeding) to recover any monies due from Sublessor under this Sublease, or to compel Sublessor to perform any other covenant and/or condition which Sublessor is obligated to perform under this Sublease, or in the event Sublessee retains one or more attorneys to defend against any obligation imposed or intended to be imposed upon Sublessee on account of Sublessor's failure or alleged failure to perform Sublessor's obligations under this Sublease, or on account of any other act or failure to act on the part of Sublessor, Sublessor shall be responsible for, and pay to Sublessee, all reasonable attorneys' fees and any other reasonable costs and disbursements incurred by Sublessee in connection therewith, provided, however, that Sublessee is successful or prevailing party. The amount of such attorneys' fees and other costs and disbursements shall be due and payable by Sublessor to Sublessee on the first (1st) day of the month following Sublessee giving Sublessor notice of the amount thereof and demand therefor.

ARTICLE 47- CHARGES FOR COMMON AREA MAINTENANCE

47.1 Sublessee acknowledges that the Building is part of the Park. The Sublessor is a member of Griffiss Park Landowners Association, Inc. which furnishes or causes to be furnished certain common area maintenance services ("CAM Services") within the Park, which CAM Services will inure to the benefit of all of the lessees and/or occupants of the Park including the Sublessee. The number, types and kinds of CAM Services which the Sublessor or the Association will furnish or cause to be furnished within the Park shall be determined from time to time by the Sublessor or the Association, in its and/or their sole discretion.

47.2 Sublessor shall bear, pay and discharge punctually during the Term all charges for CAM Services assessed or levied or otherwise imposed upon or payable with respect to the Building regardless of whether such charges for CAM Services are assessed, levied or otherwise imposed upon or made payable with respect to the Building by the Sublessor or the Association.

ARTICLE 48 – INTENTIONALLY OMITTED

ARTICLE 49– MEMORANDUM OF SUBLEASE

49.1 This Sublease shall not be recorded. Sublessor and Sublessee shall execute a memorandum of this Sublease in the form annexed to this Sublease as **Exhibit H** for the purpose of recording (together with any other documents which may be required in order to record such memorandum) and cause the same to be recorded at Sublessee's cost and expense. Such memorandum shall not be deemed to modify or change any provision of this Sublease.

ARTICLE 50 – INTENTIONALLY OMITTED

ARTICLE 51 – GOVERNING LAW

51.1 This Sublease shall be governed by and construed in accordance with the law of the State of New York, without reference to its choice of law rules or principles.

ARTICLE 52 – COUNTERPARTS

52.1 This Sublease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

ARTICLE 53 – ESTOPPEL CERTIFICATES

53.1 Either party shall, within ten (10) days after a request by the other party, execute, acknowledge and deliver to the requesting party a written statement certifying that this Sublease is unmodified and in full force and effect (or that it is in full force and effect as modified, listing the instruments of modification), the dates to which the rent and other charges have been paid, whether or not to the best of party's knowledge, the other party is in default hereunder (and, if so, specifying the nature of each default), and whether or not the Sublessee has any offset, counterclaim or defense (and, if so, specifying the nature of such offset, counterclaim or defense).

ARTICLE 54 – FORCE MAJEURE

54.1 If Sublessor is delayed, hindered or prevented from performing any act required under this Sublease by reason of construction delays, strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive government laws or regulations, riots, or insurrections, war, or other reason beyond its reasonable control (a "Force Majeure Event") of this Sublease, then, subject to Sublessee's rights under this Section 54.1 of this Sublease, performance of the act shall be excused for the period of the delay.

54.2 No later than two (2) working days after becoming aware of the occurrence of a Force Majeure Event the non-performing party shall furnish the performing party a written report describing the particulars of the occurrence, including an estimate of its expected duration and probable impact on the performance of the non-performing party's obligations under this Sublease. During the continuation of the Force Majeure Event the non-performing party shall furnish timely, regular

written reports updating the information set forth above and providing any other information that the performing party reasonably requests.

54.3 During the continuation of the Force Majeure Event the non-performing party shall exercise commercially reasonable due diligence to overcome the Force Majeure Event and to the extent it is able continue to perform its obligations under this Sublease.

54.4 Sublessor and Sublessee shall negotiate in good faith and attempt to resolve any dispute between the parties as to whether a Force Majeure Event has occurred, or as to whether a Force Majeure Event has prevented the non-performing party, in whole or in part, from performing any obligation or satisfying any condition under this Sublease. If the parties are unable to resolve the dispute they shall submit the dispute to arbitration, in which event the non-performing party has the burden of proof as to whether a Force Majeure Event has occurred, or as to whether the Force Majeure Event has prevented performance.

54.5 Any controversy or claim arising out of or relating to a dispute under this provision, Force Majeure, is to be resolved by arbitration, which arbitration is to be administered by the American Arbitration Association and is to be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration is to be conducted before a panel of three (3) arbitrators selected in accordance with the rules of the American Arbitration Association. Each party shall submit to any court of competent jurisdiction for purposes of the enforcement of any award, order or judgment. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.

ARTICLE 55 – WAIVER OF JURY TRIAL

55.1 Sublessor and Sublessee hereby waive, to the extent not prohibited by law, the right to a jury trial in any action, summary proceeding or legal proceeding between them arising out of or

related to this Sublease, Sublessee's occupancy of the Demised Premises or Sublessee's right to occupy the Demised Premises. Sublessee hereby waives the right to interpose a counterclaim, crossclaim or offset in any summary proceeding instituted by Sublessor against Sublessee or in any action instituted by Sublessor for unpaid rent, additional rent or other charges due under this Sublease. This shall not be construed as a waiver of Sublessee's right to assert such claims in any separate action brought by Sublessee. However, Sublessee shall not move to consolidate any such separate action with a summary proceeding instituted by Sublessor against Sublessee or any action instituted by Sublessor for unpaid rent, additional rent or other charges due under this Sublease.

ARTICLE 56- BANKRUPTCY AND INSOLVENCY

56.1 Sublessee's interest in this Sublease shall not pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law, except as may specifically be provided pursuant to the Bankruptcy Code (11 USC 101, et. seq.), as the same may be amended from time to time.

(a) Upon the filing of a petition by or against Sublessee under the Bankruptcy Code, Sublessee, as debtor and as debtor-in-possession, and any trustee who may be appointed with respect to the assets of or estate in bankruptcy of Sublessee agree to pay monthly in advance on the first day of each month, as reasonable compensation for the use and occupancy of the Demised Premises an amount equal to all annual minimum rent, additional rent and other charges otherwise due pursuant to this Sublease.

(b) Sublessee, as debtor and as debtor-in-possession, and any trustee who may be appointed with respect to the assets of or estate in bankruptcy of Sublessee, agree that they will take all steps necessary to cause the Bankruptcy Court to enter an order, within sixty (60) days of the date of commencement of the bankruptcy proceeding, declaring this Sublease to be either

assumed or rejected. Sublessee, as debtor and as debtor-in-possession, and any such trustee hereby agree to consent to any and all actions of Sublessor taken with regard to the procurement of such an order. In the event that such an order shall not be entered within the time period set forth above, then Sublessee, as debtor and as debtor-in-possession, and any such trustee hereby specifically agree to consent to the entry by such Bankruptcy Court of an order rejecting this Sublease.

(c) Included within and in addition to any other conditions or obligations imposed upon Sublessee or its successor in the event of assumption and/or assignment of this Sublease are the following: (i) the cure of any monetary defaults and reimbursement of pecuniary loss within not more than thirty (30) days of assumption and/or assignment; (ii) the deposit of an additional sum equal to not less than three (3) months annual minimum rent, which sum shall be determined by Sublessor, in its sole discretion, to be a necessary deposit to secure the future performance under the Sublease of Sublessee or its assignee; (iii) the use of the Demised Premises as set forth in Article 3 of this Sublease; and (iv) obtaining the prior written consent of any mortgagee to which this Sublease may have been assigned as collateral security.

ARTICLE 57 - MISCELLANEOUS

57.1 Sublessor and Sublessee acknowledge and agree that this Sublease has been freely negotiated by both parties and that in any controversy dispute or contest over the meaning, interpretation, validity, or enforceability of this Sublease or any of its terms and provisions, there shall be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Sublease or any portion thereof.

57.2 Any and all rights and remedies which either party may have under this Sublease and at law or in equity shall be cumulative and shall not be deemed inconsistent with each other, and any two or more or all of such rights and remedies may be exercised at the same time.

57.3 Sublessee will not take any action or fail to take any action that will cause the Facility not to be a "project" as said term is defined in the General Municipal Law.

57.4 Sublessor and Sublessee agree that the Agency, its directors, members, officers, agents (except the Sublessor and Sublessee) and employees shall not be liable for and Sublessor and Sublessee agree to defend, indemnify, release and hold the Agency, its directors, members, officers, agents (except the Sublessor and Sublessee) and employees harmless from and against any and all (i) liability for loss or damage to Property or injury to or death of any and all Persons that may be occasioned by, directly or indirectly, any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation or the use thereof or the presence of any Person or Property on, in or about the Facility or the Land or (ii) liability arising from or expense incurred by the Agency's financing, acquiring, constructing, renovating, equipping, owning and leasing of the Facility, including without limiting the generality of the foregoing, all claims arising from the breach by the Sublessor and Sublessee of any of their respective covenants contained herein and all causes of action and attorneys' fees and any other expenses incurred in defending any claims, suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities or expenses of the Agency are not incurred or do not result from the gross negligence or intentional or willful wrongdoing of the Agency, or any of its directors, members, agents (except the Sublessor and Sublessee) or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence in part of the Agency or any of its members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability.

57.5 Sublessor and Sublessee each represent and warrant to the other that (i) the execution and delivery of each of the Sublease Documents was duly authorized by all necessary

corporate, shareholder and/or legal action, (ii) that each of the Sublease Documents was duly executed and delivered by its duly authorized representative, and (iii) that each of the Sublease Documents is its legal and valid binding obligation and is enforceable against it in accordance with its respective terms. Sublessee represents and warrants to Sublessor that (i) the execution and delivery the Sublessee of this Sublease and the consummation of the transactions contemplated by the Sublease do not and will not conflict with or constitute, on the part of Sublessee, a breach of or default under its Certificate of Incorporation or by-laws or a breach of or default under any indenture, mortgage, deed of trust, bank loan or credit agreement or other agreement or instrument known to us to which the Sublessee is a party or by which any of its property may be bound or affected for which a valid consent has not been secured; nor is any approval or action by any governmental authority or agency required in connection with the execution and performance thereof by the Sublessee which has not been obtained, and (ii) there are no actions, suits or proceedings at law or in equity, or by or before any governmental instrumentality or other agency now pending or, to Sublessee's knowledge, threatened against or affecting Sublessee or any or its property as to which there is a reasonable possibility of an adverse determination and which, if adversely determined, would materially affect the assets, business or financial condition of Sublessee taken as a whole or which calls into question the validity of the Sublease or the consummation of the transactions contemplated thereby. Upon the execution and delivery of the Sublease, Sublessee shall furnish Sublessor with the opinion of Sublessee's counsel (the "Opinion") in substantially the same form as the sample Opinion annexed hereto as **Exhibit I**.

ARTICLE 58 - ENTIRE AGREEMENT

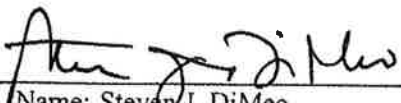
58.1 This Sublease contains the entire agreement of the parties with respect to the subject matter hereof and no oral statement or written matter prior to the date of this Sublease shall

have any effect or force. The submission by Sublessor of the within Sublease in draft form shall be deemed submitted solely for Sublessee's consideration and not for acceptance, and execution shall confer no rights or impose any obligations, including brokerage obligations, upon either Sublessor or Sublessee or assignees unless and until Sublessor and Sublessee shall both have executed this Sublease and duplicate originals thereof shall have been delivered to and received by each. Sublessee acknowledges that Sublessor, its agents, employees and representatives, have made no representations, warranties or promises, express or implied, with respect to the Complex or any other matter whatsoever except as may be expressly set forth herein.


[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Sublessor and Sublessee have executed this Sublease as of
the day and year first above written.

CARDINAL GRIFFISS REALTY, LLC

By: 
Name: Steven J. DiMeo
Title: Authorized Representative

ASSURED INFORMATION SECURITY, INC.

By: 
Name: Charles Green
Title: CEO

CONSENT AND ESTOPPEL
OF AGENCY

The capitalized terms used in this Consent and Estoppel of Agency shall have the meanings give to them by the Sublease.

To induce Sublessee to enter into the Sublease, Agency,

- (a) consents to the Sublease; and
- (b) certifies to Sublessor and Sublessee that the Prime Lease has not been modified, is in full force and effect, and the current term of the Prime Lease expires on December 31, 2056.

IN WITNESS WHEREOF, Agency has executed this Consent and Estoppel of Agency as of the day and year first above written.

**ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**


By: 
Name: David C. Grow
Title: Chairman

EXHIBIT A

(Declaration of Covenants, Restrictions, Easements and Rights-of-Way)

(Rome Lab/R&D/Office Campus Development Area)

**DECLARATION
OF
COVENANTS, RESTRICTIONS, EASEMENTS AND RIGHTS-OF-WAY
BY
GRIFFISS LOCAL DEVELOPMENT CORPORATION
(Rome Lab/R&D/Office Campus Development Area)**

This Declaration of Covenants, Restrictions, Easements and Rights-of-Way (the Declaration") dated as of November ____, 2000 is made by **GRIFFISS LOCAL DEVELOPMENT CORPORATION**, a local development corporation duly organized and validly existing under the laws of the State of New York and having its office at 153 Brooks Road, Rome, New York 13441 (the "Declarant").

WITNESSETH:

WHEREAS, in the 1940's the United States of America (the "Government") established a 3,552± acre aviation field (the "Griffiss Air Field") and military installation in Rome, New York commonly known as Griffiss Air Force Base (the "Base"); and

WHEREAS, in 1993, pursuant to the provisions and authority of the Defense Base Closure and Realignment Act of 1990, Pub. L. 101-510 (the "Base Closure and Realignment Act"), the Government announced its intention to close and/or realign various military installations throughout the United States including the Base; and

WHEREAS, in 1994, in anticipation of the closure and/or realignment of the Base, the Declarant was formed as a local development corporation under and by virtue of the New York Not-for-Profit Corporation Law for the purposes, *inter alia*, of overseeing and promoting the economic reuse and redevelopment of the lands, buildings and improvements comprising a 1600 ± acre portion of the Base commonly known as the Griffiss Business & Technology Park (the "Park"); and

WHEREAS, the Griffiss Air Field, which is located adjacent to the Park and is still an active air field, may be developed in the future as the primary airport servicing the needs of the public living within the County of Oneida, New York and surrounding areas; and

WHEREAS, on or about October 14, 1998 the City of Rome adopted a zoning ordinance (the "Zoning Ordinance") with respect to the Park pursuant to which it (i) zoned the Park as D-P, Planned Development and (ii) divided the Park into several geographic areas commonly known as development areas (the "Development Areas"); and

WHEREAS, on or about March 21, 2000, in furtherance of the closure and/or realignment of the Base, and to facilitate Declarant's efforts to develop the Park, the Government (acting by and through the Secretary of the Air Force), the Oneida County Industrial Development Agency, a New York public benefit corporation ("OCIDA"), and Declarant executed an Economic Development Conveyance Agreement (the "EDC Agreement"); and

WHEREAS, pursuant to the terms and provisions of the EDC Agreement, the Government agreed to convey fee simple title to various portions of the Base (the "EDC Premises") to OCIDA as soon as is reasonably practicable consistent with applicable provisions of federal law including, without limitation, the Base Closure and Realignment Act, and OCIDA agreed, in turn, to lease said EDC Premises to the Declarant; and

WHEREAS, OCIDA has assigned to Declarant any and all rights OCIDA now has or may have in the future as the fee simple owner of the EDC Premises to declare, impose upon and make said EDC Premises or any portion thereof subject to covenants, restrictions, easements and rights-of-way running with the land as well as any and all rights OCIDA now has or may have in the future to enforce and/or defend the same; and

WHEREAS, to enhance and protect the value, attractiveness and desirability of the Park, and every part thereof, Declarant wishes to declare, impose upon and make that certain Development Area commonly known as the Rome Lab/R&D/Office campus development area (the "Rome Lab/R&D/Office Campus Development Area"), which Rome Lab/R&D/Office Campus Development Area is more particularly described in Exhibit "A" annexed hereto and made a part hereof, subject to the covenants, restrictions, easements and rights-of-way hereinafter set forth.

NOW, THEREFORE, the Declarant hereby declares that all that certain tract, piece or parcel of land commonly known as the Rome Lab/R&D/Office Campus Development Area, which Rome Lab/R&D/Office Campus Development Area is more particularly described in Exhibit "A" annexed hereto and made a part hereof, to be subject to the following covenants, restrictions, easements and rights-of-way:

1. **GENERAL PURPOSE.** All of the covenants, restrictions, easements and rights-of-way set forth herein are hereby declared to be in furtherance of a specific plan for the subdivision, improvement and sale of the lands within the bounds of the Rome Lab/R&D/Office Campus Development Area and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Park and every part thereof including, without limitation, the Rome Lab/R&D/Office Campus Development Area. All of the covenants, restrictions, easements and rights-of-way set forth herein shall run with the land which comprises the Rome Lab/R&D/Office Campus Development Area for all purposes and shall be binding upon and inure to the benefit of the Declarant, its successors and assigns, the GPLA (as herein defined), its successors and assigns, and each owner or occupant of a lot or parcel of property situate within the bounds of the Rome Lab/R&D/Office Campus Development Area, and his, her and/or its respective successors and/or assigns as set forth in this Declaration.

2. **RUNS WITH LAND.** All of the covenants, restrictions, easements and rights-of-way set forth herein are made for the direct, mutual and reciprocal benefit of each and every lot or parcel of property situate within the bounds of the Rome Lab/R&D/Office Campus Development Area, shall create mutual equitable servitudes upon each such lot or parcel of property in favor of every other such lot or parcel of property, shall create reciprocal rights and obligations between the respective owners and occupants of all such lots or parcels of property

and privity of contract and estate between all grantees of said lots or parcels of property, and their respective heirs, successors and assigns; and shall, as to the owner or occupant of each such lot or parcel of property, his, her and/or its heirs, successors and assigns, operate as real covenants running with the land for the benefit of all other such lots or parcels of property.

3. **NON-MERGER.** The Declarant intends for the lands comprising the Rome Lab/R&D/Office Campus Development Area to be subject to and bound by the covenants, restrictions, easements and rights-of-way set forth in this Declaration and does not intend for said covenants, restrictions, easements or rights-of-way to merge with the fee simple title to any of the lands comprising the Rome Lab/R&D/Office Campus Development Area even if the Declarant should subsequently acquire such fee simple title.

4. **PERMITTED USES AND STANDARDS.** All development of, construction on and modification of such lots or parcels of property situate within the bounds of the Rome Lab/R&D/Office Campus Development Area shall be carried out in conformance with the covenants, restrictions, easements and rights-of-way set forth in this Declaration.

5. **GRIFFISS PARK LANDOWNERS ASSOCIATION, INC.** This Declaration recognizes that the Griffiss Park Landowners Association, Inc. ("GPLA") has been or may, in the future, be formed under the New York Not-for-Profit Corporation Law for the purposes, *inter alia*, of providing for the maintenance of all common areas within the Park and imposing, collecting and disbursing all common area maintenance charges as well as providing for the orderly development and architectural control of the lands comprising the Park including, without limitation, the Rome Lab/R&D/Office Campus Development Area, and the enforcement of the provisions of this Declaration. If GPLA is formed, any person or entity to whom land within the Park has been conveyed or who is being assessed common area maintenance charges, and such person's or entity's successors or assigns shall be members of GPLA in accordance with GPLA's bylaws.

6. **ENFORCEMENT.** In the event of any breach, violation or failure to perform or satisfy any covenant or restriction set forth herein, which breach, violation or failure is not cured within thirty (30) days after written notice to effect such cure is given by the Declarant, or by GPLA or by any of their respective successors and/or assigns to the breaching party, the Declarant, or GPLA or any of their respective successors and/or assigns, as the case may be, at its or their sole option and discretion, may enforce any one or more of the following remedies or any other rights or remedies to which the Declarant, or GPLA or their respective successors and/or assigns may be entitled at law, in equity or otherwise, whether or not such rights or remedies are set forth herein.

(A) **Damages** – The Declarant, or GPLA and/or any of their respective successors and/or assigns may bring an action

(i) for damages for any compensable breach or non-compliance with any of the covenants or restrictions set forth herein;

(ii) for damages for any compensable interference with, obstruction, disturbance and/or misuse of, any easement or right-of-way set forth herein or otherwise of record; and/or

(iii) for declaratory relief to determine the enforceability of any of such covenant, restriction, easement and/or right-of-way.

(B) Equity - It is recognized that

(i) a violation by an owner or occupant of any lot or parcel of property situate within the bounds of the Rome Lab/R&D/Office Campus Development Area of any one or more of the covenants or restrictions set forth herein; or

(ii) the interference with, obstruction, disturbance and/or misuse of any easement or right-of-way set forth herein or otherwise of record may cause the Declarant, GPLA and/or any one or more of their respective successors and/or assigns to suffer material injury or damage not compensable in money and that, in such case, the Declarant, or GPLA and/or any of their respective successors and/or assigns shall be entitled to bring a suit in equity or otherwise for specific performance to enforce compliance with said covenants and restrictions or for an injunction to enjoin the continuance of any such breach or violation thereof or the interference with, obstruction, disturbance and/or misuse of any easement and/or right-of-way.

(C) Abatement and Lien Rights - Any such breach or violation of the covenants, restrictions, easements and/or rights-of-way set forth herein or any provision thereof is hereby declared to be a nuisance, and the Declarant, or GPLA and/or any of their respective successors and/or assigns shall be entitled to enter the lot or parcel of property within the Rome Lab/R&D/Office Campus Development Area as to which or where the breach or violation exists and summarily abate and remove, without further legal process, any structure, thing or condition that may exist in violation of any of said covenants, restrictions, easements or rights-of-way. Any costs or expenses paid or incurred by the Declarant, or GPLA and/or their respective successors and/or assigns in abating such nuisance or prosecuting any such remedy (including all reasonable attorneys' fees and costs of collection) shall be charge upon and become a lien against the lot or parcel of property upon which the breach or violation occurred.

7. WAIVER. The Declarant, GPLA and their respective successors and/or assigns shall not be liable to any owner or occupant of a lot or parcel of property situate within the Park including, without limitation, the Rome Lab/R&D/Office Campus Development Area, by reason of any mistake in judgment, negligence, nonfeasance, action or inaction or for the enforcement or failure to enforce any provision of this Declaration.

No waiver by the Declarant, GPLA or any of their respective successors and/or assigns of the breach of any of the covenants, restrictions, easements or rights-of-way set forth herein, and no delay or failure to enforce or defend any of the same shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other of said covenants, restrictions, easements or rights-of-way. No waiver by the Declarant, GPLA or any of their respective successors and/or assigns of any breach or default hereunder shall be implied from

any omission by the Declarant, GPLA or their respective successors and/or assigns, to take any action on account of such breach or default if such breach or default persists or is repeated, and no express waiver shall effect a breach or default other than as specified in said waiver.

8. **NON-EXCLUSIVE RIGHT OF ENFORCEMENT**. The rights of enforcement herein reserved by the Declarant unto itself, its successors and/or assigns and granted to GPLA and its respective successors and/or assigns, are non-exclusive and shall be exercisable by any one or more of the Declarant, or GPLA and/or their respective successors and/or assigns for so long as any of them owns or has any interest in any property within the Park including, without limitation, the Rome Lab/R&D/Office Campus Development Area. Concurrently, each owner or occupant of a lot or parcel of property situate within the bounds of the Park including, without limitation, the Rome Lab/R&D/Office Campus Development Area, and its successors and/or assigns, is hereby granted all of the rights of enforcement and the remedies provided by paragraph 6 above. The Declarant, GPLA, and their respective successors and/or assigns and/or any such owner or occupant and their respective successors and/or assigns may independently seek enforcement of all remedies in accordance with the provisions of this paragraph.

9. **RIGHTS OF MORTGAGEES**. No breach or violation of the covenants or restrictions set forth herein shall defeat or render invalid the lien of any mortgage, deed of trust, or similar instrument securing a loan made in good faith and for value with respect to the development or permanent financing of any lot or parcel of property situate within the Rome Lab/R&D/Office Campus Development Area, provided that all of said covenants and restrictions shall be binding upon and effective against any subsequent owner of such lot or parcel of property or any portion thereof within the Rome Lab/R&D/Office Campus Development Area whose title is acquired by foreclosure, trustee's sale, deed-in-lieu-of-foreclosure or otherwise pursuant to such lien rights.

10. **GOVERNMENT REGULATION**. Any valid governmental enactment, law or ordinance including, without limitation, the zoning ordinances of the City of Rome and the Town of Floyd, to the extent that it conflicts with any covenant or restriction set forth in this Declaration, shall control over such covenant or restriction, except to the extent that such covenant or restriction is more restrictive (e.g., a greater minimum set-back requirement or a lower maximum building height) than such governmental enactment.

11. **MODIFICATION OF COVENANTS**. The Declarant expressly reserves unto itself, its successors and/or assigns, and grants to GPLA, and its successors and/or assigns, the right to unilaterally vary, terminate, extend, amend or otherwise modify any covenant or restriction set forth in this Declaration upon thirty (30) days' prior written notice to each owner or occupant of a lot or parcel of property situate within the bounds of the Rome Lab/R&D/Office Campus Development Area provided, however, that such variance, termination, extension, amendment or modification does not materially and adversely affect or interfere with an owner's or occupant's possession, use or enjoyment of his, her or its lot or parcel of property or materially change the character of the Rome Lab/R&D/Office Campus Development Area.

12. **CONSTRUCTIVE NOTICE AND ACCEPTANCE.** Every person or entity who now or hereafter owns, occupies or acquires any right, title or interest in or to any portion of the lands which comprise the Rome Lab/R&D/Office Campus Development Area shall be conclusively deemed to have consented and agreed to the covenants, restrictions, easements and rights-of-way contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquired an interest in such portion of the Rome Lab/R&D/Office Campus Development Area.

13. **CONDITION OF PROPERTY.** The owner or occupant of any lot or parcel of property within the bounds of the Rome Lab/R&D/Office Campus Development Area shall at all times keep such lot or parcel of property, and the buildings, improvements and appurtenances thereon, in a safe, clean and wholesome condition and comply, at his, her or its own expense, with all applicable governmental, health, fire, and safety ordinances, regulations and requirements as well as with the provisions of this Declaration.

14. **MAINTENANCE AND REPAIRS.** The owner or occupant of any lot or parcel of property situate within the bounds of the Rome Lab/R&D/Office Campus Development Area shall keep such lot or parcel of property and all of the buildings, improvements and appurtenances thereon, in a condition of good repair and appearance similar to that maintained by other owners or occupants of lots or properties of similar class situate within the bounds of the Rome Lab/R&D/Office Campus Development Area. All repairs, alterations, replacements or additions to any buildings, improvements or appurtenances situate within the bounds of the Rome Lab/R&D/Office Campus Development Area shall be at least equal to the original work in class and quality.

15. **EFFECT OF INVALIDATION.** If any provision of this Declaration is held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such provision shall not effect the validity or enforceability of the remaining provisions hereof.

16. **DEVELOPMENT STANDARDS.** This Declaration has been made to implement the intent, purpose, and provisions of the Griffiss Business & Technology Park Master Plan (the "Master Plan"). The design and planning goals of the Master Plan are embodied in the development standards (the "Development Standards") for the Park, as the same may be amended from time to time, on file at the offices of the Declarant and/or GPLA. The Development Standards establish specific criteria for site planning, architectural design, landscape design, signage and lighting and are intended to provide uniform criteria for individual development proposals. The permitted uses within the Rome Lab/R&D/Office Campus Development Area may not be expanded without amendment by the Common Council of the City of Rome of the Zoning Ordinance. The boundaries of any Development Area within the Park including, without limitation, the Rome Lab/R&D/Office Campus Development Area, may be modified upon approval by the Declarant, GPLA or their respective successors and/or assigns and the Planning Board of the City of Rome.

17. **EASEMENTS.** All existing easements and rights-of-way of record affecting the Park or any portion thereof including, without limitation, the Rome Lab/R&D/Office Campus Development Area, may be unilaterally amended or modified from time to time by the Declarant and/or GPLA and/or their respective successors and/or assigns, provided that any such amended or modified easement or right-of-way does not materially and adversely affect or interfere with an owner's or occupant's possession, use and enjoyment of his, her or its lot or parcel of property. The Declarant expressly reserves unto itself, its successors and/or assigns, and grants to GPLA and its successors and/or assigns, the right to create and/or establish, in the future, easements and/or rights-of-way within the bounds of the Rome Lab/R&D/Office Campus Development Area and/or within the bounds of the Park provided that the same do not materially and adversely affect or interfere with an owner's or occupant's possession, use or enjoyment of its lot or parcel of property.

18. **RESERVATION OF MINERAL RIGHTS.** The Declarant, for itself and its successors, lessees and assigns hereby expressly excepts and reserves from the interests and the lands which comprise the Rome Lab/R&D/Office Campus Development Area all of the oil, gas, and other minerals and the attendant rights of ingress and egress on, over and across the surface of such lands for the purpose of exploring for, developing, producing and/or marketing the same.

19. **DECLARATION OF AVIGATION EASEMENT.**

(A) The Declarant does hereby declare and reserve unto itself, its successors and assigns, a perpetual and assignable easement in and over that certain parcel of real property known as the Rome Lab/R&D/Office Campus Development Area, which Rome Lab/R&D/Office Campus Development Area is more particularly described in Exhibit "A" annexed hereto and made a part hereof (said parcel hereinafter sometimes referred to as the "PARCEL"), and a right-of-way for the free and unrestricted passage and flight of aircraft of any class, size and category as is now or hereinafter may be operationally compatible with the Griffiss Air Field, in, through, across and about the airspace above an imaginary plane, as such plane is defined by Part 77 of the Federal Aviation Regulations, over said PARCEL, as described below (hereinafter "Airspace").

(B) The Airspace for avigation easement purposes above said PARCEL consists of all of the air space above the imaginary plane that is described by Part 77 of the Federal Aviation Regulations.

(C) The aforesaid easement and right-of-way described in paragraphs 19(A) and (B) above includes but is not limited to:

(i) For the use and benefit of the public, the easement and continuing right to fly, or cause or permit the flight by any and all persons or aircraft, of the class, size and category as is now or hereinafter maybe operationally compatible with the Griffiss Air Field, in, through, across or about any portion of the Airspace hereinabove described; and

(ii) The easement and right to cause or create, or permit or allow to be caused or created within the Airspace, such noise, dust, turbulence, vibration, illumination, air currents, fumes, exhaust, smoke and all other effects as may be inherent in the proper operation of

aircraft, now known or hereafter used for navigation of or flight in air; and

(iii) The continuing and perpetual right to clear and keep clear the Airspace of any portions of buildings, structures, or improvements of any and all kinds, and of trees, vegetation, terrain or other objects, including the right to remove or demolish those portions of such buildings, structures, improvements, trees, vegetation, terrain or other objects which extend into said Airspace and the right to cut to the ground level and remove any trees or other objects which extend into the Airspace; and

(iv) The right to mark and light, or cause or require to be marked or lighted, as obstructions to air navigation, any and all buildings, structures, or other improvements, and trees or other objects now upon, or that in the future may be upon, said PARCEL, and which extend into the Airspace; and

(v) The right of ingress to, passage within, and egress from said PARCEL, solely for the above stated purposes.

(D) Each owner and occupant of any part of the PARCEL, on behalf of itself, its successors and assigns, hereby covenants with the Declarant, as follows:

(i) Such owner or occupant, for itself and its successors and assigns, will not construct, install, permit or allow any building, structure, improvement, tree, vegetation, terrain or other object on said PARCEL to extend into the Airspace, or to constitute an obstruction to air navigation, or to obstruct or interfere with the use of the easement and right-of-way herein granted; and

(ii) Such owner or occupant, for itself and its successors and assigns, will not hereafter use or permit the use of said PARCEL in such a manner as to create electrical or electronic interference with radio communication or radar operation between any installation upon the Griffiss Air Field and any aircraft.

(E) The easement and right-of-way herein granted shall be deemed both appurtenant to and for the direct benefit of that real property which now or hereinafter constitutes the Griffiss Air Field, and shall further be deemed in gross, being conveyed to such owner and/or occupant for the benefit of such owner and/or occupant, and any and all members of the general public who may use said easement or right-of-way, taking off from, landing upon, or operating such aircraft in or about the Griffiss Air Field, or in otherwise flying through said Airspace.

(F) It is understood and agreed that these covenants and agreements run with the land and shall be binding upon the heirs, representatives, administrators, executors, successors, and assigns of such owner and/or occupant, and that for the purposes of this instrument, the PARCEL shall be the servient easement and the Griffiss Air Field shall be the dominant tenement.

(G) The aviation easement, covenants and agreements described herein shall continue in effect until the Griffiss Air Field shall be abandoned or shall cease to be used for aviation purposes, at which time it shall terminate.

(H) The avigation easement, covenants, and agreements described herein may be unilaterally amended, modified and/or terminated with respect to all or any portion of a lot or parcel of property situate within the bounds of the Rome Lab/R&D/Office Campus Development Area by the Declarant, its successors and/or assigns or GPLA, its successors and/or assigns.

20. GENERAL RESTRICTIONS - ROME LAB/R&D/OFFICE CAMPUS DEVELOPMENT AREA.

(A) Permitted uses in the Rome Lab/R&D/Office Campus Development Area are corporate, administrative/ business offices; research and development facilities; laboratory; daycare centers; communication services; financial institutions and banks; convenience sales and service; television and radio station and receiving/broadcast; medical/dental care facilities and clinics; car rental agencies; travel bureaus; eating establishments (excluding drive-through service); real estate offices; training and educational services; hotels and other similar or accessory uses permitted by the Declarant and/or GPLA and/or their respective successors and/or assigns. Accessory uses shall be permitted only if in association with, and/or ancillary to, other permitted uses as approved by the Declarant and/or GPLA and/or their respective successors and/or assigns.

(B) Area requirements are as follows:

- (i) lot size shall be a minimum of one (1) acre;
- (ii) road frontage shall be a minimum of one hundred fifty (150) feet;
- (iii) setbacks are as follows:
 - (a) front yard: zero (0)feet for lots fronting on Brooks Road, twenty (20) feet for lots fronting on Otis Street and all other roads;
 - (b) side yard: fifteen (15) feet;
 - (c) rear yard: twenty five (25) feet;
- (iv) maximum building coverage is thirty five per cent (35%);
- (v) minimum landscape coverage is fifteen percent (15%);
- (vi) subject to the limitations set forth in paragraph 19 above, buildings shall not exceed thirty five (35) feet or three (3) stories in height, whichever is less.

(C) Outdoor storage, mechanical equipment, antenna, communication transmission and/or reception devices and refuse collection areas shall be screened from public

view with architectural or landscaping design treatments compatible with the design of the primary structure.

(D) Pedestrian ways must be paved, lighted and tree-lined.

(E) Fencing shall be designed and installed in a manner that is compatible with the design of the primary structure and shall not exceed eight (8) feet in height.

(F) All utilities including, but not limited to, drainage systems, sewers, gas lines, water lines, electrical, telephone and communications lines, wires and equipment, shall be installed and maintained underground. Temporary facilities are permitted during construction but must be removed at the time of the granting of a certificate of occupancy.

(G) All landscape design and specifications must be submitted to the Declarant or GPLA for its prior written approval and must be installed and maintained in accordance with certain landscape guidelines established in the Development Standards for the Park.

(H) No parking shall be permitted within twenty (20) feet of a public right of way or highway.

(I) No parking or roadway shall be permitted within five (5) feet of any lot or property line unless constructed as a joint access parking lot or service roadway by joint written agreement with an adjacent, contiguous parcel owner.

(J) All parking needs for a parcel to be developed shall be accommodated on that site and shall include, where applicable, fire and emergency lanes.

(K) Sidewalk systems within a development parcel shall be designed and constructed to meet the circulation requirements of all on-site users and shall be integrated into the overall architectural design plan for the parcel.

(L) Signage:

(i) Plans and specifications for the construction, installation or alteration of all outdoor signs shall be first submitted to and have the written approval of Declarant or GPLA;

(ii) Primary use signage shall be restricted to owner and tenant identification and shall not blink, rotate or move in any direction;

(iii) No billboards or advertising signs or other promotional display shall be permitted;

(iv) Rooftop or billboard signs are not permitted;

(v) All signs shall have a standard typeface of Helvetica (light and bond); unless replaced by a recognized corporate logo or trademark;

(vi) No sign may be erected unless it complies with the sign ordinance of the City of Rome; and all necessary permits have been obtained; and

(vii) Signage is limited to one location on the building structure.

(M) No outdoor storage is permitted.

(N) Before commencing the construction or alteration of any building, enclosure, fence, loading dock, parking facility, storage yard, or any other structure or permanent improvement on or to any site, lot or parcel of property situate within the bounds of the Rome Lab/R&D/Office Campus Development Area, the site, lot or property owner or occupant shall first submit site plans and specifications to the Declarant, its successors and/or assigns, or GPLA, its successors and/or assigns, for its prior written approval. The Declarant and GPLA will be guided by the Master Plan and Development Standards.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be signed by its duly authorized officer as of the day and year first above written.

GRIFFISS LOCAL DEVELOPMENT CORPORATION

By: _____
Steven J. DiMeo
Executive Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF ONEIDA)

On this _____ day of November, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared STEVEN J. DiMEO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT B

(Subordination, Non-Disturbance and Attornment Agreement)

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2017, by and among ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York, 584 Phoenix Drive, Rome, New York 13441-4105 ("OCIDA"), CARDINAL GRIFFISS REALTY, LLC, a New York limited liability company, 584 Phoenix Drive, Rome, New York 13441 ("Borrower"), ASSURED INFORMATION SECURITY, INC., a New York business corporation, 245 Hill Road, Rome, New York 13441 ("Tenant") and COMMUNITY BANK, N.A. ("Lender"). OCIDA, Borrower, Tenant and Lender may also be identified individually in this Agreement as a "Party" or collectively as the "Parties".

PRELIMINARY STATEMENT

The fee simple title to the parcel of land described on **Exhibit A** annexed to this Agreement and the building and other improvements to be constructed by Borrower thereon (the "Property") is held by OCIDA, subject to a Lease between OCIDA and Borrower (the "Prime Lease"). Borrower has entered into Subleases, dated as of July 1, 2010 and as of January 17, 2017 (collectively, the "Sublease"), with Tenant, under which Tenant is leasing from Borrower the premises described in the Sublease (the "Premises"). Lender is the holder of a mortgage on the Property securing one or more loans from Lender to Borrower and may be the holder of one or more mortgages granted after the date of this Agreement to secure one or more future loans from Lender to Borrower. The existing mortgage held by Lender and any future mortgage that may be held by Lender will be identified collectively in this Agreement as the "Mortgage".

FOR VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. **SUBORDINATION**. The Sublease, and the rights of the Tenant in, to and under the Sublease are hereby made subject, junior and subordinate in all respects to the Prime Lease and Mortgage and to all renewals, modifications, consolidations, replacements and extensions of the Prime Lease and Mortgage, except that the terms of the Sublease shall govern the disposition of the proceeds of insurance and condemnation in the event of a casualty or condemnation.

2. **NON-DISTURBANCE**. So long as the Tenant is not in default, beyond any applicable period of notice and grace, under any of the terms, covenants or conditions of the Sublease on the Tenant's part to be performed, then: (a) the Tenant's possession of the Premises shall not be diminished or interfered with by the OCIDA or Lender; (b) the Sublease shall not be terminated or affected by the exercise of any remedy provided for in the Prime Lease by OCIDA, or in the Mortgage by Lender; (c) the Tenant's rights under the Sublease, shall not be diminished or interfered with by OCIDA or Lender; and (d) in the event that OCIDA or Lender succeeds to the rights of Borrower under the Sublease, the Sublease shall be preserved as a lease between OCIDA or Lender, as the case may be, and the Tenant in accordance with the terms of this Agreement.

3. **ATTORNMEN**T. In the event that OCIDA or Lender succeeds to the interest of Borrower under the Sublease, then:

(a) **Duties of Tenant**. Tenant shall be bound to OCIDA or Lender, as the case may be, and OCIDA or Lender, as the case may be, shall be bound to Tenant, under all of the terms, covenants and conditions of the Sublease for the remaining term of the Sublease, and any extensions or renewals of the Sublease which may be effected in accordance with the Sublease, with the same force and effect as if OCIDA or Lender, as the case may be, were the original landlord under the Sublease, except that Paragraph 3(b) below and the other provisions of this Agreement shall modify the Sublease, and Tenant will attorn to OCIDA or Lender, as the case may be, as the Tenant's landlord, the attornment to be effective and self-operative without the execution of any further instrument. In no event shall Tenant terminate the Sublease as a result of any breach or default of the Sublease unless Tenant has provided OCIDA and Lender notice and afforded OCIDA or Lender the same opportunity to cure such breach or default as provided to Tenant's landlord under the Sublease.

(b) **Limitations**. It is agreed that in no event shall OCIDA or Lender:

(1) Be liable for any act or omission of any prior landlord (including the Borrower) nor for any consequential damages for any default of any prior landlord (including Borrower);

(2) Be obligated to cure any defaults of any prior landlord (including the Borrower) or subject to any offsets or defenses which Tenant may have against any prior landlord (including Borrower) which occurred prior to the date OCIDA or Lender, as the case may be, succeeded to the interest of such prior landlord under the Sublease; provided that from and after the date OCIDA or Lender, as the case may be, succeeds to the interest of a prior landlord under the Sublease, OCIDA or Lender, as the case may be, shall be obligated to cure any continuing default of the prior landlord (including the Borrower) under the Sublease and, in no event, shall OCIDA or Lender be liable for any amounts owed or be obligated to cure any defaults of any prior landlord, including Borrower (except in the event OCIDA or Lender were to assume such obligations of any prior landlord, including Borrower);

(3) Be bound by any payment of any monthly installment of Base Rent under the Sublease made more than thirty (30) days prior to the date the installment of Base Rent is due and payable under the Sublease;

(4) Be liable to pay Tenant any sum(s) that any prior landlord (including Borrower) owed to Tenant or with respect to any security deposited with any prior landlord (including Borrower), unless such sum(s) and/or security was actually delivered to OCIDA or Lender; or

(5) Be bound by any amendment or modification of the Sublease made without OCIDA's or Lender's written consent.

4. **MISCELLANEOUS.** The Parties further agree as follows:

(a) **Governing Law.** This Agreement shall be construed according to the laws of the State of New York.

(b) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of each party to this Agreement.

(c) **Notices.** Notice from one party to another relating to this Agreement shall be deemed effective if made in writing and delivered to the recipient's address by any of the following means: (i) hand delivery, (ii) registered or certified mail, postage prepaid, or (iii) express mail or other overnight courier service. Notice made in accordance with these provisions shall be deemed delivered on receipt if delivered by hand, or on the third business day after mailing if mailed by registered or certified mail, or on the next business day after mailing or deposit with the postal service or an overnight courier service if delivered by express mail or overnight courier.

(d) **Amendments.** Any amendment of this Agreement shall be in writing and shall require the signature of all Parties.

(e) **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which when taken together shall constitute one original.

(f) **WAIVER OF JURY TRIAL.** THE TENANT, THE BORROWER AND THE LENDER ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.

(g) Borrower, Tenant and Lender agree that the Agency, its directors, members, officers, agents (except the Borrower and Tenant) and employees shall not be liable for and Borrower, Tenant and Lender agree to defend, indemnify, release and hold the Agency, its directors, members, officers, agents (except the Borrower and Tenant) and employees harmless from and against any and all (i) liability for loss or damage to Property or injury to or death of any and all Persons that may be occasioned by, directly or indirectly, any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation or the use thereof or the presence of any Person or Property on, in or about the Facility or the Land or (ii) liability arising from or expense incurred by the Agency's financing, acquiring, constructing, renovating, equipping, owning and leasing of the Facility, including without limiting the generality of the foregoing, all claims arising from the breach by the Borrower or the Tenant of any of their respective covenants contained herein and all causes of action and attorneys' fees and any other expenses incurred in defending any claims, suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities or expenses of the Agency are not

incurred or do not result from the gross negligence or intentional or willful wrongdoing of the Agency, or any of its directors, members, agents (except the Borrower and Tenant) or employees.

(Signatures on following page)

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

COUNTY OF ONEIDA INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Name:
Title:

CARDINAL GRIFFISS REALTY, LLC

By: _____
Name: Stephen J. DiMeo
Title: Authorized Representative

ASSURED INFORMATION SECURITY, INC.

By: _____
Name:
Title:

COMMUNITY BANK, N.A.

By: _____
Name:
Title:

OCIDA

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On _____, 20__, before me, the undersigned, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

Borrower

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On _____, 20__, before me, the undersigned, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

Tenant

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On _____, 20__, before me, the undersigned, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

Lender

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On _____, 20__, before me, the undersigned, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT C
(Developmental Standards)

Griffiss Business & Technology Park

Development Standards

**Revision: September 23, 1998, as amended September 30, 1998, as amended
February 28, 2001**

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SITE DEVELOPMENT STANDARDS

The Site Development Guidelines have been established to implement the intent, purpose, and provisions of the Griffiss Business and Technology Park Master Plan.

These guidelines establish specific criteria for site planning, architectural design, landscape design, signage, and lighting, within both the public right-of-way and private development sites. They are intended to provide uniform criteria by which individual development proposals may be evaluated. The various development areas to which these guidelines apply are discussed below and are set forth on the annexed map. The permitted uses within each development area may not be expanded without amendment of the ordinance establishing the planned development district for the Park by the City of Rome Common Council. The boundaries of any development area within the Park may be modified upon approval by the Planning Board of the City of Rome (Planning Board).

1.0 GUIDING PRINCIPLES FOR PARK DEVELOPMENT

The intent and purpose of the Master Plan for the Griffiss Business and Technology Park is to develop a high quality state-of-the-art business and technology center within a work environment that blends operational efficiency with a pleasing atmosphere. The following guiding principles are provided as a summary of the key elements of the Master Plan which have been established to achieve this fundamental goal.

1.1 Rome Lab/Research & Development/Office Campus

The Rome Lab/R&D/Office Campus is designed to promote the expansion of Rome Lab and encourage similar and related uses to locate in this area. This area should support continued use and viability of remaining Department of Defense functions. It will be the visual focus of the Griffiss Business and Technology Park. Architecturally attractive office buildings will front on a revitalized Brooks Road beginning at the proposed Parkway extending through the Rome Lab complex and terminating at Otis Street. Brooks Road will be developed as an urban pedestrian scale corridor with a strong visual emphasis placed on building facades, street planting, decorative paving, ornamental lighting and other streetscape amenities.

A public open space/park is provided at the terminus of Brooks Road opposite what is planned to be the public entrance to Rome Lab. The park will be designed for the passive enjoyment of employees and will provide an outdoor space for public events such as concerts, festivals and other community events.

The primary access to Brooks Road from the proposed Parkway will be accented with landscaping, signage and other site amenities to highlight the intersection as the public entrance to the Griffiss Business and Technology Park. The industrial entrances to the park at Hangar and Ellsworth Roads will be similarly accented, although to a lesser degree.

Ample parking lots for office use are provided in back-lot locations, screened from pedestrian areas by the Brooks Road buildings. The visual scale of the parking areas will be reduced by segregating lots for specific buildings where possible and breaking the mass of larger parking fields with regularly spaced planting islands and tree-lined internal access drives. Tree-lined pedestrian ways and landscaped entry courts will be used to create a pedestrian friendly character to the park within the vicinity of the parking lots. Access to the parking areas will be via March Street which will be improved with new paving, curbing and planting, as well as direct access from Ellsworth and Hangar Roads.

Development Principles

- The intersection of the Parkway and Brooks Road is the entry and primary civic space for the Rome Lab/R&D/Office Campus.
- Sites facing Brooks Road and the Parkway are reserved for office and R&D and complementary high-profile uses that will benefit from a high quality "front door" and contribute to the overall quality of the campus. "Landmark" buildings are encouraged for these sites.
- A "build-to-line" requirement is established along Brooks Road. "Build-to-line" refers to the point within the parcel to which a building should be aligned, with the intent of establishing a consistent edge to the street and avoiding extensive setbacks where buildings are isolated and disconnected from the pedestrian street. Where existing buildings do not comply with the desired build-to-lines, landscape material can help maintain the pedestrian environment and landscaped pedestrian corridors will connect streets and building entrances. Any renovation or new construction should comply with the build-to-line. Building materials and the design of facades abutting the build-to-line should reflect a pedestrian scale environment.
- Primary buildings should front Brooks Road to reinforce the front door image of the campus. Primary building entrances should be off Brooks Road where possible. New office and R&D buildings along Brooks Road should be a minimum of two stories in height. Three story buildings should be located at the intersection of the Parkway and Brooks Road to create a "landmark" entrance to the development.
- Parking should be constructed on the interior of the parcels wherever possible, screened from Brooks Road by intervening buildings, landform, and landscaping. Access to parking should be from the perimeter roads of the Rome Lab/R&D/Office Campus.
- Designated parks within the Rome Lab/R&D/Office Campus include public greens at either end of Brooks Road. Additional smaller open spaces adjacent to buildings which serve as informal gathering places are encouraged.
- Design consideration should be given to the visual attractiveness of development sites. To the greatest extent possible parking, storage, service and loading areas, mechanical and electrical equipment, utilities, and fuel storage facilities should be screened from public view. Landscaping should create a distinctive working environment and enrich portions of the site visible to the public.
- Lighting and street furnishings along the roadways should establish a safe and functional environment while making the streetscape visually memorable.
- Parking lots should be subdivided into no more than four double bays or eight rows and should provide for ingress/egress at two locations. Trees should be located in and around the parking areas to provide shaded and visually attractive parking lots.
- Pedestrian ways should be paved, lighted and treelined to provide for and encourage pedestrian movement from place to place. Pedestrian ways should create a unique and coherent character with consistent treatment of pavement and ground plane throughout the Park.

- Curb cuts for driveways or drop-offs along Brooks Road are not allowed.
- Curbing is required for all public roads, access drives and parking lots.
- All exterior on-site utilities, including but not limited to drainage systems, sewers, gas lines, water lines, and electrical, telephone, and communications wires and equipment, shall be installed and maintained underground.

1.2 Light and Heavy Industrial Districts; Manufacturing Complex / Airfield and Related Services District; and Business Complex

Development within these districts is reserved for high tech and industrial uses. Design consideration should be given to the overall aesthetic character of the Griffiss Business and Technology Park, the transition areas surrounding the Rome Lab/R&D/Office Campus, and general areas of public view. Large parcels are encouraged in all but the Business Complex District. Subdivisions should maximize parcel size and flexibility.

Development Principles

- Otis Street serves as a visual terminus to Brooks Road. Lots fronting Otis Street should be configured such that high quality building facades and landscaping create a strong urban street edge similar to the character of Brooks Road. *A 20' setback Build-to-Line is established along each side of Otis Street to create a consistent edge to the street to avoid buildings that are isolated and disconnected from the pedestrian street.*
- Primary building entrances should be off Otis Street where possible. A landmark building is recommended for the visual terminus to Brooks Road.
- A strong street tree planting program will be established to separate the Industrial and the Manufacturing Areas from the Rome Lab/R&D/Office Campus.
- Design consideration should be given to the visual attractiveness of lots. To the extent possible parking, storage, service and loading areas, mechanical and electrical equipment, utilities, and fuel storage facilities should be screened from public view. Landscaping should be used to create a distinctive working environment and to enrich portions of the site visible to the public.
- All exterior on-site utilities, including but not limited to drainage systems, sewers, gas lines, water lines, and electrical, telephone, and communications wires and equipment, shall be installed and maintained underground.

1.3 Corporate Development

The Corporate Development Area is the gateway site of the Griffiss Business and Technology Park. The design intent for this district is to create a high profile, high quality office park/business complex which capitalizes on the site's excellent visibility, superior access, and outstanding views. In the same spirit as the Rome Lab/R&D/Office Campus, a strong visual emphasis will be placed on architectural character, street planting, decorative paving, ornamental lighting, and other streetscape amenities within the public right-of-way and at the main entrances and pedestrian areas of individual development sites.

The Corporate Development Area will include a public open space system which visually connects with the Parkway and creates an attractive ceremonial vehicular and pedestrian entry. Landscaped corridors will extend into the district creating continuity between the public right-of-way and the individual development parcels.

The area should be used for class-A office or similar high-quality development.

Development Principles

- The intersection of the Parkway and the Corporate Development Area access road should be designed as a high quality and memorable gateway to the Griffiss Business and Technology Park as well as the Corporate Development Area.
- "Landmark" buildings should be located in high profile locations such as the access road near the Parkway intersection to help establish a high quality front door image for the Griffiss Business and Technology Park.
- Building entrances should front the public right-of-way where possible. New office buildings should be a minimum of two stories in height. Three story buildings should be located at the intersection of the Parkway and the Corporate Development access road to reinforce the "gateway" theme.
- Small open spaces adjacent to buildings which serve as informal gathering places are encouraged.
- A comprehensive street planting and sidewalk program should be implemented within the public right-of-way and should be coordinated with site landscaping to form a continuity of greenspace and pedestrian circulation.
- Curbs are required for all public roads, access drives and parking lots.
- Design consideration should be given to the visual attractiveness of development sites. To the greatest extent possible parking, storage, service and loading areas, mechanical and electrical equipment, utilities, and fuel storage facilities should be screened from public view by architecture, landform, and vegetation. Landscaping should be used to create a distinctive working environment and to enrich portions of the site visible to the public.
- Lighting and street furnishings along the roadways should establish a safe and functional environment while making the streetscape visually memorable.
- The visual scale of the parking areas will be reduced by segregating lots for specific buildings where possible and breaking the mass of larger parking fields with regularly spaced planting islands and tree-lined internal access drives.
- Pedestrian ways should be paved, lighted and treelined to provide for and encourage pedestrian movement from place to place. Pedestrian ways should combine to create a unique and coherent character with consistent treatment of pavement and ground plane throughout the district.

- All exterior on-site utilities, including but not limited to drainage systems, sewers, gas lines, water lines, and electrical, telephone, and communications wires and equipment, shall be installed and maintained underground.

1.4 Service Campus/Mohawk Glen Club

One of the important assets of the Griffiss Business and Technology Park is the existing service and support facilities centrally located along Brookley Road. Existing facilities include a child care center, bowling center, gymnasium and outdoor recreation fields, theater, chapel, VA hospital, and dormitories. The former Mohawk Glen Club offers redevelopment opportunities for a conference and business center located adjacent to an existing 9-hole golf course along Mohawk Drive. The intent of the Griffiss Business and Technology Park Master Plan is to reuse and expand these facilities to support other Park activities and provide new opportunities for education, training, recreation, and conference center development. "Stand-alone" educational and training facilities which are consistent with the overall redevelopment program should be encouraged within the Service Campus Area. Similarly, supporting facilities that enhance marketability of the entire redevelopment program should be encouraged to locate within this area.

Development Principles

- The core of the Service Campus should be limited to secondary commercial uses which support the function of other areas of the Griffiss Business and Technology Park. Office, R&D, and industrial uses should be located in other specifically designated areas of the Park.
- Architectural and site development/redevelopment should maintain an attractive visual quality compatible with the overall design character of the Griffiss Business and Technology Park.
- Existing mature site vegetation should be maintained to the maximum extent possible to help visually link the Service Campus with the Park-wide open space system.
- Design consideration should be given to the visual attractiveness of development sites. Parking, storage, service and loading areas, mechanical and electrical equipment, utilities, and fuel storage facilities should be screened from public view by architecture, landform, and vegetation. Landscaping should be used to create a distinctive working environment and to enrich portions of the site visible to the public.
- Pedestrian ways should be paved, lighted and treelined to provide for and encourage pedestrian movement from place to place.
- All exterior on-site utilities, including but not limited to drainage systems, sewers, gas lines, water lines, and electrical, telephone, and communications wires and equipment, shall be installed and maintained underground.

1.5 Woodhaven Village

Woodhaven Village is to be the residential component of the Griffiss Business and Technology Park comprised of single and two family homes for individual ownership as well as transitional housing for corporate tenants. The design intent for Woodhaven Village is to create an

attractive residential neighborhood visually separate, yet unified with, the nearby business and industrial areas of the Tech Park.

Development Principles

- Uses in Woodhaven Village Area should be limited to one family dwelling, senior housing (one, two, or multi-family), two family units, and assisted living residential development (one, two, or multi-family). All non-residential uses should be located in other appropriate districts of the Griffiss Business and Technology Park.
- Minimum front and side yard setbacks should be used to help create a semi-urban residential character to the neighborhood.
- Residences should be limited to 2 1/2 stories and be of a common architectural style.
- Existing mature site vegetation should be maintained to the maximum extent possible to help visually link Woodhaven Village with the Park-wide open space system.
- Residential streets should be curvilinear in form and include sidewalks, street lighting and a street tree program.
- All exterior on-site utilities, including but not limited to drainage systems, sewers, gas lines, water lines, and electrical, telephone, and communications wires and equipment, shall be installed and maintained underground.

1.6 Open Space

Open space areas shall consist of the 200' wide parkway corridor and other lands designated for open space on the Master Plan map. The parkway corridor shall provide a connection between Routes 49 / 365 and Potter Road. It shall serve as the site's primary access.

Undeveloped lands should provide an aesthetic amenity that enhances marketability of the redevelopment areas. Additionally, the open space system should provide ecological habitat, as appropriate.

Development Principles

- Open space should be used for parkways, stormwater management, pedestrian circulation, low intensity recreational development, utility corridors, wildlife habitat, and aesthetic amenities.
- Areas should be reforested as necessary to support the above functions.
- Wetlands, watercourses, and sensitive environments should remain "forever wild".

1.7 Airport-Approach District Zoning - A-A District as described in the City of Rome's Zoning Ordinance Section 16.

1.8 Agriculture District Zoning - F-1 District as described in the City of Rome's Zoning Ordinance Section 7.1.

1.9 Agriculture and Open Space District Zoning - F-2 District as described in the City of Rome's Zoning Ordinance Section 16.

2.0 SITE DEVELOPMENT STANDARDS

The following Site Development Standards are established in order to ensure that the Griffiss Business and Technology Park is developed as a high-quality business and industrial center with a park-like environment. The Site Development Standards are intended to implement the intent and purpose of the Griffiss Business and Technology Park Master Plan.

Table 2 - Griffiss Business and Technology Park - Use and Area Requirements summarizes the site development standards presented in the following section. Figures 1-8 illustrate graphically these standards within the context of each development area.

2.1 Permitted Uses

2.1.1 Performance Standards

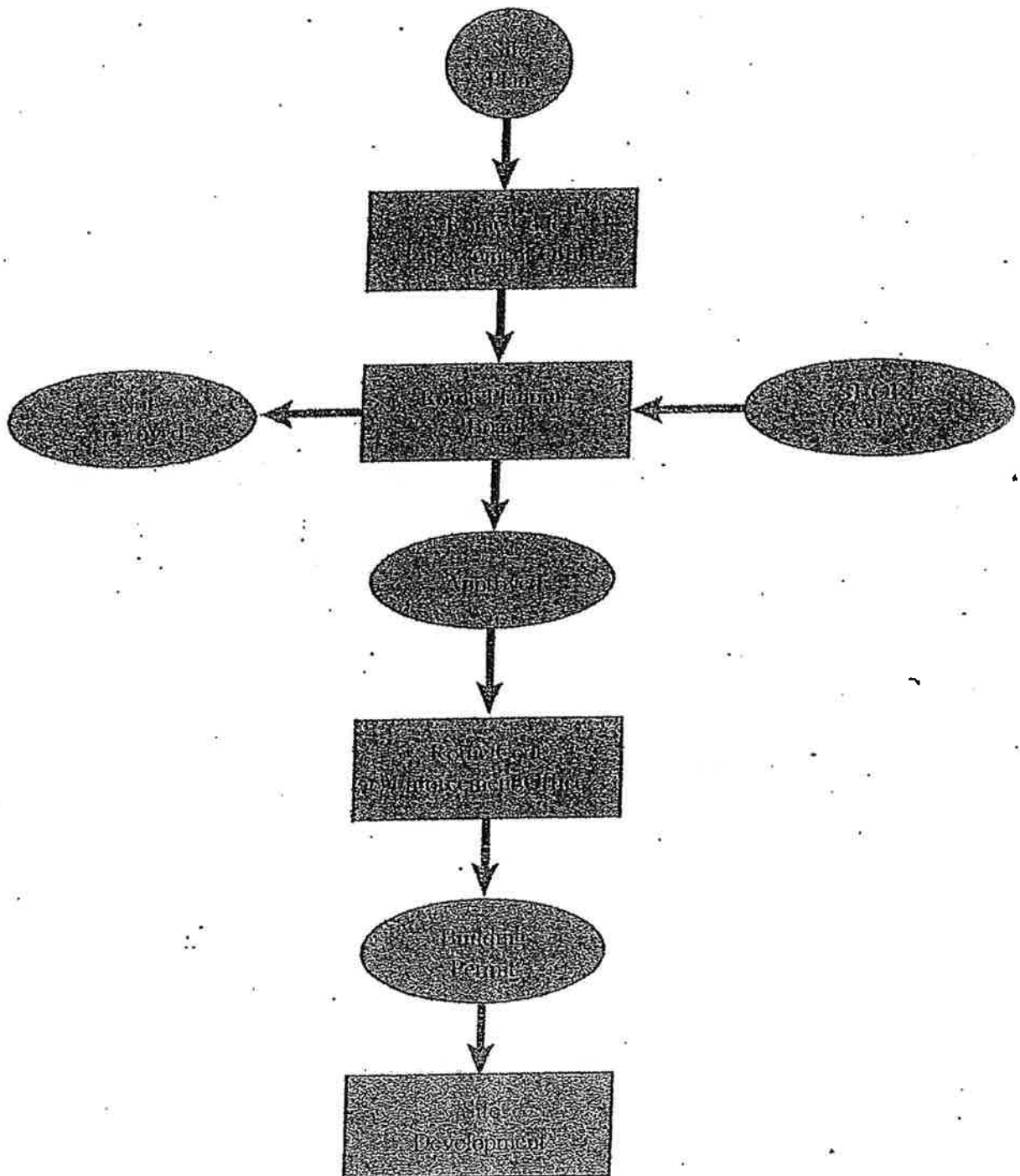
1. All uses shall comply with all laws, statutes, regulations, and ordinances promulgated by the City of Rome, Oneida County, New York State, U.S. Government, or any other controlling jurisdictions.
2. Uses which are considered "High Hazard" as defined in Part 700 of the New York State Building Code are permitted only in the Manufacturing Complex, Light Industrial, or Heavy Industrial development areas, and such use must be specifically approved by the Planning Board.
 - a) Uses which exceed any of the standards contained in Article XI of the City Zoning Ordinance are permitted only within the Heavy Industrial district, and such uses must be specifically approved by the Planning Board.
3. Uses which may interfere with airfield operations must be specifically approved by the Federal Aviation Administration.

2.1.2 Rome Lab/R&D/Office Campus

The following uses are permitted in the Rome Lab/R&D/Office Campus Development Area:

1. Corporate, administrative, and business offices
2. Research and development facilities
3. Laboratory
4. Daycare centers
5. Communication services
6. Financial institutions and banks
7. Convenience sales and service
8. Television and radio station and receiving/broadcast
9. Medical/dental care facilities and clinics
10. Car rental agencies
11. Travel bureaus
12. Eating establishments excluding drive thru service
13. Real estate offices
14. Training and educational services
15. Hotels
16. Other similar uses specifically approved by the Planning Board.

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Griffiss Business & Technology Park
Planned Development District



2.1.3 Manufacturing Complex, Airfield & Related Services Development Area

The following uses are permitted in the Manufacturing Complex, Airfield and Related Services Area:

1. Administrative offices supporting permitted uses
2. Vehicle assembly, test and manufacturing operations
3. Printing, publishing and engraving facilities
4. Warehousing and distribution facilities
5. Aviation repair, maintenance and related aviation uses, terminal facilities, and air cargo/ air freight operations
6. Light manufacturing, assembly and other industrial uses
7. Public utility facilities
8. Communications Services
9. Other similar uses specifically approved by the Planning Board.

2.1.4 Business Complex Development Area

The following uses are permitted within the Business Complex:

1. Administrative/business offices
2. Communication services
3. Training and educational services
4. Electric/electronic equipment testing, repair, manufacture and assembly
5. Finance, Insurance, and Real Estate services
6. Other similar uses specifically approved by the Planning Board.

2.1.5 Light Industrial Development Area

The following uses are permitted within the Light Industrial Development Area:

1. Administrative offices supporting permitted uses
2. Light manufacturing, assembly or other industrial operations
3. Public utility facilities
4. Printing, publishing or engraving
5. Vehicle assembly, test and manufacture
6. Aviation and related services
7. Warehousing and distribution facilities
8. Other similar uses specifically approved by the Planning Board.

2.1.6 Heavy Industrial, Aviation and Related Services Development Area

The following uses are permitted within the Heavy Industrial Area:

1. All permitted in the Light Industrial Area above.
2. Heavy Industrial, manufacturing and assembly.
3. Uses which are not permitted within any of the preceding development areas may be located within the Heavy Industrial Area with the specific approval of the Planning Board.

2.1.7 Corporate Development Area

The following uses are permitted in the Corporate Development Area:

1. Corporate/administrative/business offices.

Table 2
Griffiss Business and Technology Park
Use and Area Requirements

Area	Minimum Lot Size Requirements		Minimum Property Setbacks			Maximum Building Height ² (feet/stories)	Maximum Building Coverage (percent)	Minimum Landscape Coverage (percent)
	Area (acres)	Road Frontage (feet)	Front Yard (feet)	Side Yard (feet)	Rear Yard (feet)			
Rome Lab/R&D/Office Campus	1 acre	150	0' Brooks Rd Right of Way (Build-to-Line) 20' Otis St Right of Way (Build-to-line) 20' Min. Other Roads	15	25	35/3	35	15
Manufacturing Complex, Airfield and Related Services	2 acres	150	20	15	30	50/4, Greater height may be approved by Planning Board	50	15
Business Complex	1 acre	150	20	15	30	35/3	35	15
Light Industrial Development	2 acres	250	20' Otis Road Build-to-Line 40' Min. Other Roads	15	30	50/4, Greater height may be approved by Planning Board	40	15
Heavy Industrial Development; Aviation and Related Services	2 acres	250	40	20	30	50/4, Greater height may be approved by Planning Board	50	15
Corporate Development	1 acre	150	30	20	20	35/3	35	20

Table 2
Griffiss Business and Technology Park
Use and Area Requirements

Service Campus	1 acre	150	30	25	10	35/3	35	15
Mohawk Glen	1	150	30	20	20	35/3	35	20
Low Intensity Open Space	NA	NA	NA	NA	NA	NA	NA	NA
Woodhaven Village	.30 acres	60	25	8	25	2.5/30	30	NA

²Refer to Section 2.2.5 for additional information.
 Revised 9-23-98, amended September 30, 1998.
 Last Revised 2-28-01

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2. Hotels.
3. Other similar uses specifically approved by the Planning Board.

2.1.8 Service Campus

The following uses are permitted in the Service Campus Development Area:

1. Administrative offices supporting permitted uses
2. Dormitories
3. Assisted living facilities
4. Hotels
5. Daycare centers
6. Training and educational services
7. Financial institutions and banks
8. Convenience sales and service
9. Medical/dental care facilities and clinics
10. Car rental agencies
11. Travel bureaus
12. Eating establishments excluding drive thru service
13. Real estate offices
14. Commercial recreation facilities
15. Public recreation facilities
16. Other similar uses specifically approved by the Planning Board.

2.1.9 Mohawk Glen Development Area

The following uses are permitted in the Mohawk Glen Development Area:

1. Corporate, administrative, and business offices
2. Medical and dental care facilities
3. Hotels
4. Conference center/meeting facilities
5. Golf course/clubhouse and associated commercial recreational facilities
6. Eating and drinking establishment excluding drive thru service
7. Other similar uses specifically approved by the Planning Board.

2.1.10 Woodhaven Village Development Area

The following uses are permitted in Woodhaven Village Development Area:

1. One-Family dwellings
2. Senior housing
3. Two-Family dwellings
4. Assisted-living residences (one, two, or multi-family)
5. Other similar uses specifically approved by the Planning Board.

2.1.11 Low Intensity Open Space Area

The following uses are permitted in the Low Intensity Open Space Area:

1. Parkways and roads
2. Stormwater management facilities
3. Pedestrian circulation systems including hiking and bicycling trails

4. Low intensity recreational facilities including ballfields, tennis courts, golf courses, soccer facilities, and baseball complex
5. Utility systems, corridors and easements

2.2 Area Requirements

2.2.1 Building Coverage

The maximum site coverage of all buildings, including accessory buildings (but not including parking structures, surface parking or other paved areas) shall not exceed the percentage of the gross area of the parcel shown in Table 2.

2.2.2 Landscape Coverage

The minimum percentage of the development parcel that shall be devoted to landscape materials is indicated in Table 2. Landscape materials include plantings, lawn (formal or rough), and paved entry or other pedestrian areas.

2.2.3 Yard Setbacks

Buildings may not be constructed within any front, side or, rear yard areas as indicated in Table 2.

2.2.3.1 Build-To Line

The intent of the Master Plan is to establish a consistent, attractive "downtown" edge to Brooks Road and Otis Street. To implement this intent a build-to line is established within the Brooks Road and Otis Street corridors. The build-to line refers to that point within the parcel to which building(s) shall be aligned, to establish a consistent edge to the street and to avoid buildings that are isolated and disconnected from the pedestrian street. The build-to line is defined in Table 2. Where existing buildings do not comply with the desired build-to lines, landscape material shall be used to help maintain the pedestrian environment and landscaped pedestrian corridors will connect streets and building entrances. New building construction shall comply with the build-to line. Building materials and the design of facades abutting the build-to line shall reflect a pedestrian scale.

2.2.3.2 Front Yard Setbacks

With the exception of the Brooks Road and Otis Street build-to lines described above, required front yard setbacks are shown in Table 2. In addition:

1. No parking is permitted within 20 feet of the public right-of-way.
2. Planters, walls and sign elements not exceeding three (3) feet in height are permitted in front yard setback areas if approved by the Planning Board. In addition, roof overhangs may extend a maximum of six (6) feet into front yard setback areas.

2.2.3.3 Side and Rear Yard Setbacks

Required side and rear yard setbacks are shown in Table 2. In addition:

1. No parking or access roads are permitted to be constructed within five (5) feet of any interior property line unless constructed as a joint access parking lot or service drive with an adjacent property.

2.2.4 Road Frontage

Required road frontage for each district is shown in Table 2.

2.2.5 Heights Limitations

2.2.5.1 Height Limitations within the Rome Lab/R&D/Office Campus, Business Complex, Corporate Development, Service Campus, Mohawk Glen, Low Intensity Open Space and Woodhaven Village

Structures are limited to 3 stories and a maximum height of 35 feet. Structures may exceed 35 feet if approved by the Planning Board.

Upon approval for height increase, the following site development guidelines shall be used:

1. To encourage variation in building heights, these increased setbacks apply only to specific building elements which exceed 35 feet in height. Consequently, only the specific building elements exceeding 35 feet in height must comply with increased setbacks.
 - a) The required front yard setback should be increased by one (1) foot for each one (1) foot of building height in excess of 35 feet (except building facades required to align with a build-to-line).
 - b) The required side and rear yard setback should be increased by one-half (1/2) foot for each one (1) foot of building height in excess of 35 feet.
2. Floor/Area Ratio. Buildings exceeding 35 feet in height should have a maximum floor/area ratio of 2:1

The above height guidelines do not supersede applicable FAA regulations concerning building height.

2.2.5.2 Height Limitations within the Manufacturing Complex, Airfield and Related Services, Light Industrial and Heavy Industrial Development Districts

No height limitation exists except that any structure greater than fifty (50) feet in height must be approved by the Planning Board. The above height guidelines do not supersede applicable FAA regulations concerning building height.

2.3 General Parking Requirements

1. Off-street parking must be provided to accommodate all parking needs for the site. Required off-street parking shall be provided on the site of the use served, unless otherwise approved by the Planning Board.
2. Parking should be designed to avoid conflicts between the motorist and the pedestrian while creating a visual attractiveness within and around the site.
3. Joint access drives for car parking areas with adjoining properties are encouraged. Shared access minimizes disruption of traffic flow on collector streets, reduces potential points of conflict between through and turning traffic, and facilitates the control and separation of vehicles and pedestrian movement.
4. Car parking area designs shall eliminate or minimize through traffic by delivery trucks. Curb cuts should be located at a safe distance from street intersections.
5. Fire lanes shall be developed in consultation with City officials and shall conform with State Fire Code requirements.
6. Truck parking areas shall be located in side and/or rear yard areas outside required yard setback areas. Truck loading/unloading areas shall be screened from adjacent properties.

7. Parking space and drive lane dimensions shall conform to City of Rome standards.
8. Handicapped parking requirements shall conform to NYS and ADA regulations.
9. It is the responsibility of each tenant to provide and maintain parking lot striping for areas serving the tenant's facilities.
10. Required parking shall be calculated based on the proportion of each building allotted to the following functions:
 - a) Business and Professional Offices - One (1) space for each 250 square feet of net floor area.
 - b) Medical and Dental Offices - Five (5) spaces for each doctor or one (1) space for each 200 square feet of gross floor area, whichever is greater.
 - c) Manufacture, Research, and Assembly - Two (2) parking spaces for each three (3) employees, but in no event less than two (2) spaces for each 1,000 square feet of gross floor area. If there is more than one shift, the number of employees on the largest shift shall be used to determine parking requirements.
 - d) Warehouse - Two (2) parking spaces for each three (3) employees, but in no event less than one (1) space for each 1,000 square feet of gross floor area for the first 20,000 square feet; one (1) space for each 2,000 square feet of gross floor area for the next 20,000 square feet; one (1) space for each 4,000 square feet of gross floor area for areas in excess of the first 40,000 square feet of gross floor area of the building. If there is more than one shift, the number of employees on the largest shift shall be used to determine parking requirements.
 - e) Restaurants - One (1) space per 100 square feet of gross floor area.
 - f) Commercial Retail and Service Center - One (1) space for each 200 square feet of net floor area. One (1) loading space for each 10,000 square feet of gross floor area.
 - g) One (1) space per dwelling unit, including garage area.
11. Furthermore, parking should be located to the rear of such structures to ensure substantial visual screening from the Brooks Road and Otis Street corridors. In no case will parking be permitted within 100 feet of the Brooks Road right-of-way or within 50 feet of the Otis Street right-of-way.

2.4 Sidewalks

1. Sidewalk systems within a development parcel shall be provided to meet the circulation requirements of on-site users. Sidewalks shall provide safe, aesthetically pleasing, and all-weather efficient means of on-site movement and shall be integrated into the overall architectural and site design concept.
2. Pedestrian facilities shall comply with ADA standards.
3. Differentiation in paving materials and installation of architectural bollards is encouraged to delineate pedestrian uses from vehicular uses and to enrich the aesthetic character of the site.

2.5 Storage, Service, and Loading Areas

Storage, service, maintenance, and loading areas must be designed, used, and maintained as follows:

1. No supplies, materials, or equipment, including motor vehicles other than daily parking, may be stored on a site unless enclosed within a building or behind a durable material wall. Walls shall be no less than six (6) feet, nor greater than eight (8) feet in height must, from eye level, completely screen such storage, service, or loading areas from adjacent sites and

streets. Outdoor storage areas shall be architecturally compatible with primary buildings, and shall be located to the rear of the site, unless approved by the Planning Board.

2. No outdoor storage may be located within the front yard.
3. Outdoor storage shall be restricted to non-hazardous materials only, as defined in Part 700 of the New York State Building Code.
4. No on-street vehicle loading is permitted.
5. No loading areas shall be visible from Brooks Road or designated pedestrian gathering places.
6. With the exception of Brooks Road, Hill Road, Otis Street, and Hangar Road, front yard loading is allowed provided the loading dock is set back at least 70 feet from the public right-of-way and substantially screened from adjacent streets.
7. No outdoor storage shall be permitted in the Rome Lab R/D, Service Campus, Corporate Development or Business Complex zoning districts unless specifically approved by the Planning Board.

2.6 Refuse Collection Areas

1. Outdoor dumpsters must be located within a six (6) to eight (8) foot high enclosure constructed of durable materials architecturally compatible with the primary structure, so as not to be visible from adjacent lots or streets. No refuse collection areas are permitted within a front yard.
2. Refuse collection areas should be appropriately sized to contain all refuse generated and deposited on-site between collections. Refuse should not be visible from outside the enclosure at any time.
3. The location of refuse collection areas should be convenient for the deposition of refuse generated on the site and provide clear and convenient access to collection vehicles.
4. Trash must be collected on a weekly basis, at a minimum, so as to prevent long term accumulation of trash, recyclables, etc. It is the responsibility of the tenant to contract for such services.

2.7 Screening of Exterior Mechanical Equipment

1. Exterior roof-mounted mechanical systems and equipment (including but not limited to piping, tanks, stacks, collectors, heating, cooling, and ventilating-equipment fans, blowers, ductwork, vents, louvers, meters, compressors, motors, incinerators, ovens, etc.) shall be screened from public view by the use of architecturally compatible materials.
2. Views to roof-mounted mechanical systems and equipment from upper floors of adjacent buildings should be minimized where possible. In all cases, roof-mounted equipment shall be installed in a neat and compact fashion, and be of a color which blends with the visual background.
3. Wall mounted exterior mechanical systems or equipment shall be integrated with the building architecture, and must be specifically approved by the Planning Board.
4. Ground-level mechanical equipment shall be screened from public view by the use of landscaping, walls, fencing, and other design treatments compatible with the finishes of the primary structure. All screening materials shall be approved by the Planning Board.

2.8 Screening of Exterior Electrical Equipment and Transformers

1. Any transformers that might be visible from streets or adjacent lots must be screened from public view by the use of landscaping, walls, fencing, and other design treatments (of a design acceptable to the local electric service provider).
2. Enclosures should be designed of durable materials with finishes and colors compatible with the primary structure.
3. Where practical, electrical equipment should be contained within a building. When interior mounting is not possible, exterior equipment should be substantially screened from public view. In no case shall exterior electrical equipment be mounted on the front yard side of any building.
4. Exterior-mounted electrical equipment and conduits shall be kept to a minimum. Where visible, such equipment shall be installed in a neat and orderly fashion, and be of a color which blends with the surrounding architecture.

2.9 Fences and Walls

1. No fence or wall greater than three (3) feet in height shall be constructed closer than 30 feet from the curbline of any public street.
2. Walls and fences located within any front yard are discouraged. When necessary, such fences or walls require approval by the Planning Board.
3. No fence or wall shall exceed a height of eight (8) feet unless approved by the Planning Board.
4. All materials shall be durable and of a texture and color compatible with the architecture of the primary structure.
5. Chain link fencing may be used if required for security purposes, provided that the fence fabric, posts, gates, and appurtenances are black in color. No screening slats shall be permitted.
6. Where appropriate, fences shall be constructed to restrict unauthorized entry to hazardous areas such as storage yards and loading docks.

2.10 Utilities and Communication Devices

1. All new and rebuilt exterior on-site utilities, including but not limited to drainage systems, sewers, gas lines, water lines, and electrical, telephone, and communications wires and equipment, shall be installed and maintained underground.
2. No antenna or transmission/reception device, shall be placed so that it is visible by a ground level observer within 500 feet unless specifically approved by the Planning Board.
- 3.
4. Temporary overhead power and telephone facilities are permitted during construction. Any structure that may interfere with airfield operations must be approved by the Federal Aviation Administration.

2.11 Storm Drainage

2.11.1 Storm Drainage within the Rome Lab/R&D/Office Campus, Business Complex, Corporate Development, Service Campus, Mohawk Glen, Low Intensity Open Space and Woodhaven Village

1. Storm drains and channels shall conform to City and State specifications.

2. It is the intention of the Master Plan to accommodate typical storm water management within the Park's existing drainage patterns or ponds. However, if this intent can not be met the developers may:
 - a) Increase the Park's existing drainage patterns or ponds and all necessary piping and/ or detention/ retention facilities downstream of the project site, to accommodate increased runoff, or,
 - b) Create a detention pond within the project limits to detain excess storm water discharge. All on-site storm water detention facilities shall conform to NYSDEC SPDES requirements. If a storm water detention facility is required it shall be designed as so to complement the architectural and site improvements in the surrounding area. It shall be designed as an architectural feature or focal point, and shall be maintained as part of the developed landscape system, or,
 - c) Develop on site aquifer recharge systems designed to eliminate or reduce off site discharge of storm runoff.

2.11.2 Storm Drainage within the Manufacturing Complex, Airfield and Related Services, Light Industrial and Heavy Industrial Development Districts

1. Storm drains and channels shall conform to City and State specifications.
2. It is the intention of the Master Plan to accommodate typical storm water management within the Park's existing drainage patterns or ponds. However, if this intent can not be met the developers may:
 - (a) Increase the Park's existing drainage patterns or ponds and all necessary piping and/ or detention/ retention facilities downstream of the project site, to accommodate increased runoff, or,
 - (b) Create a detention pond within the project limits to detain excess storm water discharge. All on-site storm water detention facilities shall conform to NYSDEC SPDES requirements. Detention ponds shall be enclosed with security fencing, or,
 - (c) Develop on site aquifer recharge systems designed to eliminate or reduce off site discharge of storm runoff.

2.12 Fuel and Storage Tanks

1. Storage of fuel and other volatile materials shall conform to applicable Local, State, and Federal regulations.
2. Above ground tank storage is not permitted in front yard areas or other areas without approval of the Planning Board.

3.0 Architectural and Site Design Standards

3.1 Objectives

It is the intent of the following criteria to provide a set of guidelines which will result in unified, harmonious and high quality architecture throughout the Griffiss Business and Technology Park without inhibiting the imaginative work of architectural designers and the individuality and propriety of tenant businesses.

Design methods are encouraged which tend to minimize the large-scale visual impact of buildings and create a complex of buildings compatible with the pedestrian scale of the streetscape. Developers and designers are encouraged to explore the creative possibilities on individual sites while seeking to maintain an architectural consistency with the basic patterns and elements throughout the Griffiss Business and Technology Park.

All buildings should be modern and progressive in design and concept while maintaining a quiet conservatism to avoid overshadowing surrounding architecture. Buildings should reflect and utilize the technology of today.

3.2 Guidelines

3.2.1 Site Design Criteria

1. Entrance drives shall be clearly visible and intuitively located to the first time visitor.
2. Passive solar design is encouraged.
3. Conflict between service vehicles, automobiles, and pedestrians should be minimized.
4. Main building entries shall be emphasized by accent features including:
 - a) Ceremonial entry porte-cochere
 - b) Plazas
 - c) Decorative planters and landscape plantings
 - d) Architectural walls
5. Architecture and site development shall be coordinated and unified.
6. Each phase of a development project should be able to attain a stand alone visual unity.

3.2.2 Building Massing and Form

1. All buildings shall have a horizontal appearance. Horizontal bands and facia shall be used to minimize the vertical appearance of structures.
2. Building walls shall be designed to create pedestrian scale exterior spaces by utilizing smaller wall segments, landscaping, wall texture and shadow lines.
3. Architectural design or signage which draws excessive attention from surrounding roadways is not acceptable.
4. Any structure that may interfere with airfield operations must be approved by the Federal Aviation Administration.

3.2.3 Materials

1. Building exterior wall materials:
 - a) One primary material should be used. Materials which express permanence, substance, timelessness, and restraint are required.

- b) Materials should be sufficiently durable to guarantee low maintenance, stability and a reasonable life span.
 - c) Materials shall be consistent, or blend with existing materials in adjacent areas of the Park.
 - d) Pre-engineered buildings featuring predominantly metal painted exteriors are strongly discouraged except in the industrial development districts.
 - e) Exposed drainage pipes on building fronts are not permitted, except if specifically approved by the Planning Board.
 - f) Highly reflective surfaces that create hazardous glares for motorist and aircraft operators are discouraged.
2. Building Roofs:
- a) When flat roof areas can be viewed from above, roof-mounted equipment should be installed in a neat and compact fashion and be of a color which blends with the visual background.
 - b) Sloped roofs should be constructed of a traditional roof material. Corrugated metal, fiberglass, and asphalt are not allowed unless specifically approved by the Planning Board.
 - c) Building parapets should be of such a height to screen roof-mounted mechanical equipment. If parapets cannot provide adequate screening, an unobtrusive screening device designed to appear integral with the building architecture may be used. Such screening devices shall be constructed of durable materials and finished in a texture and color scheme consistent with the architectural character of the building.

3.2.4 Color and Texture

1. Simple and consistent texture patterns are encouraged.
2. Color variations should be minimized.
3. Accent colors may be used to express corporate identity.

4.0 LANDSCAPE STANDARDS

Landscaping is a design element which plays an important role in creating the park-like setting of the Griffiss Business and Technology Park. The intent of these Landscape Guidelines is to establish design criteria which creates a distinctive working environment and unifies the site landscape with site architecture as well as the overall aesthetic character of the Park.

4.1 Landscape Maintenance

4.1.1 Maintenance of Unimproved Sites

Undeveloped sites must be planted with a native grass or wildflower mix by the property owner. The site must be maintained in a clean and neat appearance. The property owner shall conduct periodic maintenance including rough mowing (mowed once or twice seasonally) to keep the growth of weeds and brush to a minimum, and removal of trash as necessary.

4.1.2 Maintenance of Improved Sites

Planted areas should be watered, fertilized, and pruned on a regular basis to maintain a neat and orderly appearance. Formal lawns shall be maintained at a minimum height of two (2) inches and a maximum height of five (5) inches. All sites shall be kept clean and should remain free of trash, debris, and brush.

Rough lawns (mowed once or twice seasonally) are permitted only in the Light Industrial, Heavy Industrial, and Low Intensity Open Space Areas. However, rough lawns are not permitted within 100 feet of any public right-of-way, parking lot, primary site access drive or primary building entry.

All dead or dying plant materials shall be replaced on a timely basis to maintain the designed intent of the approved planting plan.

4.2 Landscape Coverage

A minimum percentage of lot area shall be devoted to landscaping as shown in Table 2. Landscaping is defined as plantings, lawn, paved entry or other pedestrian areas, and unpaved storm water detention or retention facilities.

4.3 Site Landscaping Requirements

4.3.1 Landscaping within the Public Right-of-way

The public road corridors form the primary access into the park, and as such, landscape treatment is critical to establish the desired image of the Griffiss Business and Technology Park. Consequently, improvements within these corridors are subject to the highest level of regulation.

Landscape development within the public right-of-way will include sidewalks, planting, lighting, signage, grading, and site entries. The streetscape at intersections are to be treated with elements of enriched paving, lighting and accent planting.

4.3.1.1 Right-of-way Guidelines

1. Parkway - Main entries to the Rome Lab/R&D/Office Campus Areas at Brooks Road, the Industrial Area at Ellsworth Road, and the Manufacturing Complex Area at Hangar Road will be emphasized by the use of distinctive paving, planting, signage and lighting.
2. Brooks Road - Enhanced paving, tree grates, signage, and decorative lighting and other streetscape amenities will be provided to create a high quality urban streetscape character within this visual center of the Griffiss Business and Technology Park.
3. Local Streets - Standard lighting, planting, signage and sidewalks will be installed.

4.3.1.2 Installation and Maintenance within the Public Right-of-way

1. All landscape maintenance will be provided by the property owners.
2. Landscape within the right-of-way will be installed as a continuous linear system. Demolition of portions of this system will be necessary at vehicular access points during construction of the site access drives. It is the responsibility of individual property owners to reconstruct any grading, planting, paving, and streetscape amenities disturbed during construction.
3. Plant materials should be selected and placed to avoid blocking sight lines at intersections and curb cuts. Along utility rights-of-way, plantings should not disrupt service or access to underground equipment.
4. Existing vegetation should be maintained where possible.

4.3.2 Landscaping within Setback Areas

Development within the required setback areas (see Section 2.2) is dependent on the needs of individual property owners and tenants and thus is provided a greater degree of flexibility than within the public right-of-way. Landscape guidelines within these areas primarily concern parking areas, building fronts and entries, and rear and side property line buffering.

Setback Area Guidelines

Landscape treatment within the front yard should focus around building facades visible from surrounding streets as well as entry areas. The use of creative planting, lighting, signage and other site amenities is encouraged to enrich front yard areas and building entries.

It is intended that landscape development within the side and rear yard setback area result in a distinct sense of enclosure and informality for each tenant while remaining subordinate to the right-of-way and front yard landscaping. Berming is encouraged to reduce the visibility of parking lot, service, loading, storage and maintenance areas from off-site locations.

Any site development within the front, side or rear yard setback areas must observe the following guidelines:

1. Parking - Any surface parking located within the front yard shall be screened from the street by a 42 inch high berm. A retaining wall of a maximum height of 42 inches along the parking area is allowed in lieu of berming.
2. A formal lawn or planting beds shall be maintained throughout all unpaved areas, except as permitted in Section 4.1.2 above.
3. A ten (10) foot minimum planting strip is to be provided continuously along and adjacent to all interior property lines. A combination of shrub and tree plantings selected from those listed in Section 4.4 shall be used to create a visual screen within the ten (10) foot strip. A wall or fence (not exceeding eight (8) feet in height) separating adjoining parcels may be constructed in lieu of the planting strip when located along an interior property line. Fences or walls exceeding 42 inches in height are not permitted in any front yard.

4. The use of art features such as sculptures, fountains, distinctive landscaping, and murals add a unique identification and style to a development and are encouraged. Art features should be appropriate to the historic, architectural, and visual character of the site.
5. Existing vegetation should be preserved where possible.

4.3.3 Parking Lots

Parking lots shall be planted with a low overhead canopy of trees. In all parking lots of more than 15 spaces, landscaped areas covering five percent (5%) of the total paved area of the lot shall be provided. The landscaped area must be provided via curbed islands wholly contained within the paved areas. Each parking island (10'x40' minimum) shall be planted with at least one deciduous tree (minimum 1-3/4" caliper) selected from the approved plant material list provided below, or as otherwise approved by the Planning Board. The use of a single tree species throughout the parking area is encouraged.

The following tree types are approved for use in parking lots:

Red Maple	Acer rubrum
Summit Ash	Fraxinus pennsylvanica 'Summit'
Honeylocust	Gleditsia triacanthos inermis
Red Oak	Quercus rubra
Pin Oak	Quercus palustris

The periphery of the parking lots is to be planted with a combination of deciduous and evergreen trees and shrubs in a woodland type mass planting. Berming is also encouraged to screen parking areas from public view. Existing vegetation along the perimeter of parking lots should be maintained where possible.

4.4 Approved Plant Materials

4.4.1 Buffer/Background Plantings

The following trees and shrubs are approved for use as buffer plantings:

Colorado Spruce	Picea pungens
Eastern White Pine	Pinus strobus
Austrian Pine	Pinus nigra
White Poplar	Populus alba
Red Maple	Acer rubrum
Summit Ash	Fraxinus pennsylvanica 'Summit'
Honeylocust	Gleditsia triacanthos inermis
Red Oak	Quercus rubra
Pin Oak	Quercus palustris

Other species may be used, as specifically approved by the Planning Board.

4.4.2 Other Site Plantings

The intent of landscaping within individual sites is to create visually pleasing and imaginative settings which are unified and harmonious with the overall character of the Griffiss Business and

Technology Park. Landscape designers are encouraged to be creative in the selection of plant materials. The following should be considered in selection of plant materials:

1. Maintenance requirements should be an important consideration.
2. Materials shall be consistent, or blend with existing materials in adjacent areas of the Park with the exception of plants intended to serve as a visual accent.
3. Plant size, color, texture, and form should be used to create unique landscape arrangements.
4. Plant selection should consider complementary materials with differing periods of spring flower and fall color to maximize seasonal variation.

5.0 TENANT EXTERIOR SIGNAGE GUIDELINES

The objective of the following signage guidelines is to ensure that exterior signs contribute to, rather than degrade the desired aesthetic character of the Griffiss Business and Technology Park.

5.1 General Requirements

1. Primary signs are restricted to tenant identification only. Advertising of any business is not permitted.
2. No free-standing signs are permitted along Brooks Road nor the N. Y. State Parkway.
3. Secondary signage required for effective site operation should be designed in a unified manner consistent with the intent of these guidelines and must be specifically approved by the Planning Board.
4. Signs shall be fabricated as individual letters mounted on either building facades or free-standing masonry sign-walls, or as masonry based signs with metal fabricated sign cabinets attached to a masonry base (minimum base height 24 inches).
5. Lighting shall be internal without a halo. Illuminated sign cabinets are not permitted unless specifically approved by the Planning Board.
6. Rooftop signs are not permitted.
7. Signs may not rotate, blink, or move in any fashion.
8. Sign attached to exterior glass must be specifically approved by the Planning Board.
9. The standard type face for the Griffiss Business and Technology Park is Helvetica (light and bold). This type face must be used by all facilities unless replaced by a corporate logo and/or logotype for site identification. All other signs necessary for the effective operation of each facility shall be the standard type face for the Griffiss Business and Technology Park.
10. Signage colors shall be subdued in tone. Contrasting primary colors are not permitted unless part of an established corporate logo or logotype.
11. Repair and maintenance of all wall-mounted and/or free-standing identification signs are the direct responsibility of the tenant.

5.2 Building Mounted Tenant Identification Signs

5.2.1 Building Mounted Identification Signage for Single-Tenant Buildings

1. Identification signage is limited to one location along the highest building fascia per public street frontage.
2. The following criteria applies to single story buildings:
 - a) The typeface may not exceed two (2) feet in height (measured uppercase height)
 - b) Use of corporate logos is allowed for tenant identification. If a corporate logo is used alone, the height of the logo may be increased to three (3) feet. If a logo is used in conjunction with corporate logotype, neither may exceed two (2) feet in height.
 - c) The maximum area of a wall-mounted sign shall not exceed sixty (60) square feet. Area is measured as the rectangular area surrounding the sign lettering and logo.
3. The following criteria applies to multi-story buildings:
 - a) The typeface may not exceed two (2) feet in height (measured uppercase height)
 - b) Use of corporate logos is allowed for tenant identification. If a corporate logo is used alone, the height of the logo may be increased to five (5) feet. If a logo is used in conjunction with corporate logotype, the logo may not exceed three (3) feet in height and the logotype may not exceed two (2) feet in height.

- c) The maximum area of a wall-mounted sign shall not exceed 150 square feet. Area is measured as the rectangular area surrounding the sign lettering and logo.

5.2.2 Building Mounted Identification Signage for Multi-Tenant Buildings

Primary Tenant Identification

1. Identification signage for the primary tenant of a multi-tenant building is limited to one location along the highest building fascia per public street frontage.
2. Should two primary tenants be located within a single building, one (1) identification sign for each primary tenant may be permitted along the highest building fascia per public street frontage, space permitting. Such dual primary tenant signage must be appropriately spaced as to not create visual confusion and must be specifically approved by the Planning Board. Should insufficient space be deemed to be available for dual primary tenant signage, or if more than two primary tenants exist, the guidelines for secondary tenant identification will prevail.
3. The following criteria applies to wall-mounted primary tenant signage on single story buildings:
 - a) The typeface may not exceed two (2) feet in height (measured uppercase height)
 - b) Use of corporate logos is allowed for tenant identification. If a corporate logo is used alone, the height of the logo may be increased to three (3) feet. If a logo is used in conjunction with corporate logotype, neither may exceed two (2) feet in height.
 - c) The maximum area of a wall-mounted sign for the primary tenant shall not exceed sixty (60) square feet. Area is measured as the rectangular area surrounding the sign lettering and logo.
4. The following criteria applies to wall-mounted primary tenant identification on multi-story buildings:
 - a) The typeface may not exceed two (2) feet in height (measured uppercase height)
 - b) Use of corporate logos is allowed for tenant identification. If a corporate logo is used alone, the height of the logo may be increased to five (5) feet. If a logo is used in conjunction with corporate logotype, the logo may not exceed three (3) feet in height and the logotype may not exceed two (2) feet in height.
 - c) The maximum area of a wall-mounted sign for the primary tenant shall not exceed 150 square feet. Area is measured as the rectangular area surrounding the sign lettering and logo.

Secondary Tenant Identification

1. Wall-mounted identification signage for all secondary tenants occupying ground floor space will be located adjacent to the primary entrance serving the named tenants.
2. The typeface may not exceed six (6) inches in height (measured uppercase height)
3. Use of corporate logos is allowed for tenant identification. If a corporate logo is used alone, the height of the logo may be increased to eight (8) inches. If a logo is used in conjunction with corporate logotype, neither may exceed six (6) inches in height.
4. The maximum area of a wall-mounted identification sign for a secondary tenant shall not exceed five (5) square feet. Area is measured as the rectangular area surrounding the sign lettering and logo.
5. Remaining tenant identification shall be restricted to an interior tenant directory.
6. Where an entrance serves more than one secondary tenant, wall-mounted signage shall be coordinated in a unified manner.

5.3 Miscellaneous Signs - Temporary Identification Signs

1. **Sale or Lease Sign:** One sign advertising the sale, lease, or hire of the site will be allowed. Such signs shall not exceed 15 square feet in area, and must be removed upon occupancy.
2. **Construction Sign:** One sign denoting the architects, engineers, contractor, and other related subjects will be allowed at commencement of construction. Such signs shall not exceed 20 feet in area and must be removed as soon as the building receives a certificate of occupancy.
3. **Temporary Future Tenant Sign:** One sign identifying future tenants will be allowed. Such signs shall not exceed 20 square feet in area and must be removed upon occupancy.
4. All temporary signs shall be professionally constructed and maintain a neat and orderly appearance.

6.0 LIGHTING GUIDELINES

The objective of these lighting guidelines is to:

6.1 Create a safe and efficient working environment

1. Complement and reinforce the site design and architectural character
2. Maintain consistent parking lot lighting fixtures and illumination levels throughout the Griffiss Business and Technology Park.
3. Prevent light spillage and glare on adjacent lots and streets in a manner which creates a nuisance or safety concern.

Guidelines

1. All lighting which might be visible from an adjacent street must be indirect or utilize a full cutoff shield-type fixture. Pedestrian scale bollard lighting is encouraged and may be directly visible from adjacent streets.
2. Parking areas, access drives, and internal vehicular circulation areas shall be illuminated by zero cutoff fixtures. The parking-lot illumination level shall achieve a uniformity ratio of 3 to 1 (average to minimum) with a maintained average of 1 foot-candle and a minimum of 0.3 foot-candle.
3. Service-area lighting must be substantially contained within the service yard's boundaries and enclosure walls.
4. Indirect (invisible source) wall lighting or "wall-washing" overhead down lighting of site architecture, or interior building illumination which spills outside is encouraged. Architectural lighting should articulate and accent building design, as well as create functional illumination for safety and clarity of pedestrian movement.
5. Pedestrian area lighting:
 - a) Lighting of outdoor pedestrian use areas (including courtyards, entryways, etc.) should achieve a uniformity ratio of 3.5 to 1 (average to minimum), with an average illumination of 0.60 foot-candle and a minimum of 0.18 foot-candle.
 - b) Lighting of pedestrian walkways should clearly identify the walkway and imply the direction of travel.
6. Inoperable Bulbs shall be replaced, and fixtures maintained/repaired within five (5) business days to maintain required lighting levels.

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ROME LAB/OFFICE CAMPUS

- MINIMUM LOT AREA: 1 ACRE
- MINIMUM ROAD FRONTAGE: 150 FEET
- MAXIMUM BUILDING COVERAGE: 35% OF PARCEL
- MAXIMUM BUILDING HEIGHT: 35 FEET/3 STORIES
- PARKING: 5 SPACES/1,000SF FLOOR AREA
- MINIMUM LANDSCAPE COVERAGE: 15% OF PARCEL

0' BROOKS ROAD BUILD-TO-LINE
PROPERTY LINE

120' FRONT YARD SETBACK

VEHICLE ENTRY

15' SIDE YARD SETBACK

MINIMUM SETBACK LINE

25' REAR YARD SETBACK

PROPERTY LINE

BUILDING

BROOKS ROAD

PUBLIC STREET

PARKING AREA

GRIFFISS PROCESS AND TECHNOLOGY PARK
ROME LAB/OFFICE CAMPUS DEVELOPMENT

GRIFFISS LOCAL DEVELOPMENT COI

BERGMANN ASSOCIATES
ARCHITECTS & PLANNERS

THE SARATOGA ASSOCIATES
LANDSCAPE ARCHITECTS

WALKER PLANNING AND DESIGN
PLANNING & ARCHITECTURE

MCDONALD & MONTEROSE
LANDSCAPE ARCHITECTS

SCALE 1/8" = 1'-0"

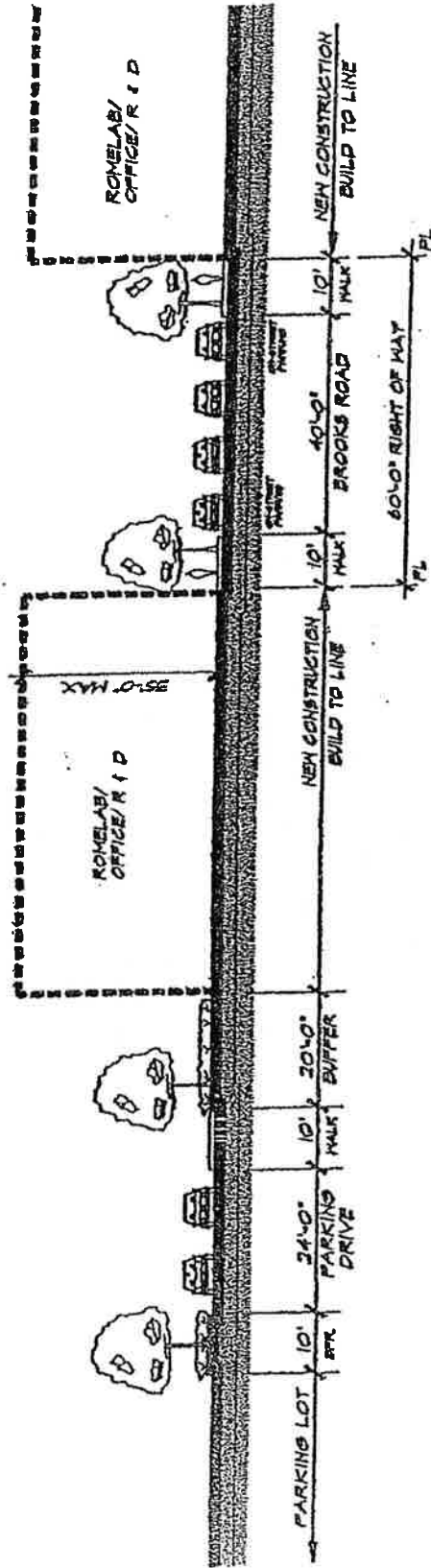


NORTH



FIGURE

GRIFFISS BUSINESS AND TECHNOLOGY PARK
ROME LAB/RESEARCH/DEVELOPMENT OFFICE CAMPUS DEVELOPMENT



SECTION B - BROOKS ROAD

SCALE: 1" = 20'-0"

GRIFFISS LOCAL DEVELOPMENT CORP

BERGMANN ASSOCIATES
ARCHITECTS & PLANNERS

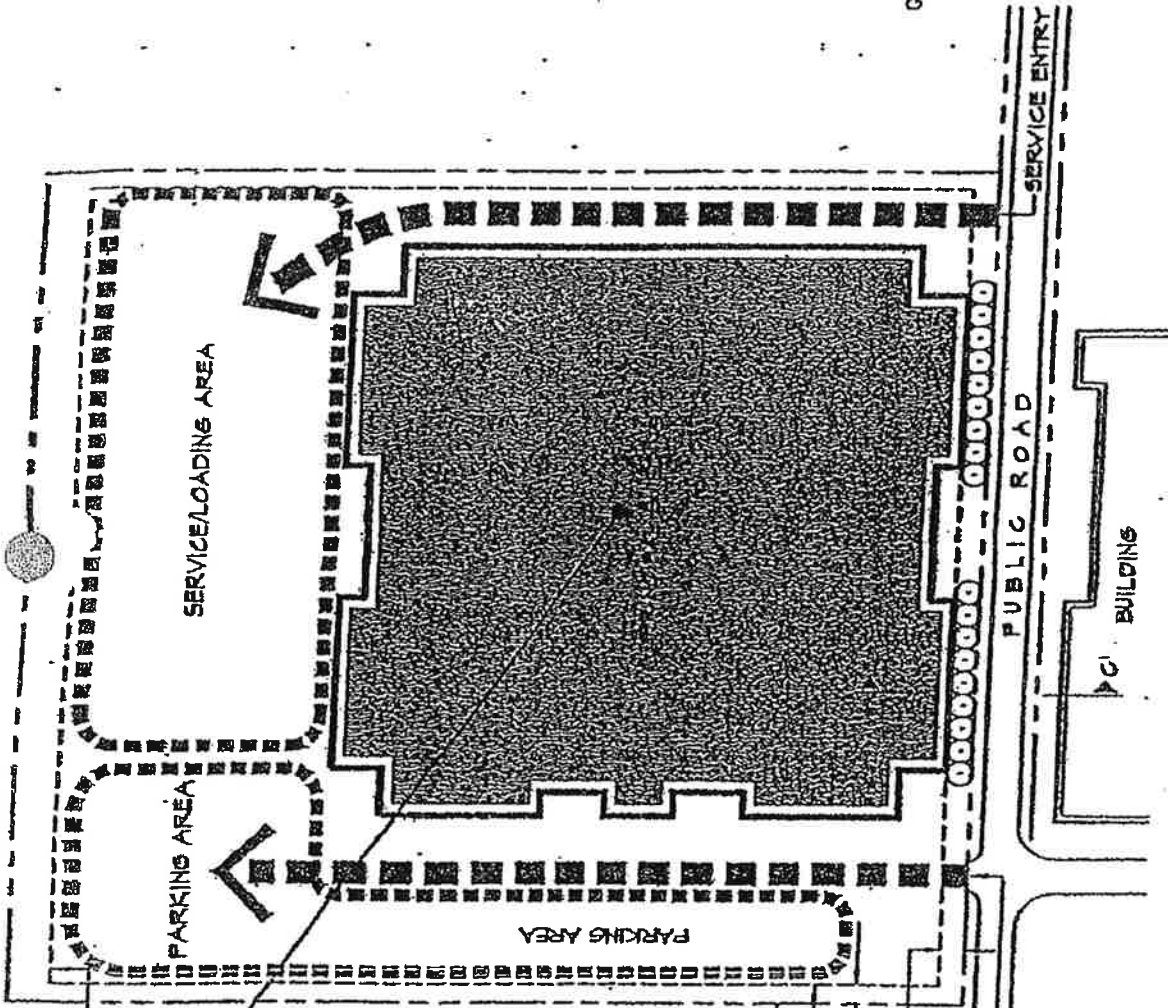
THE SARATOGA ASSOCIATES
PLANNERS & ARCHITECTS, INC.

TALKER PLANNING AND DESIGN
PLANNERS & ARCHITECTS

MCDONALD & MONTEROSE
ARCHITECTS



GRIFFISS LOCAL DEVELOPMENT CORP.
TECHNOL. PARK
MANUFACTURING COMPLEX DEVELOPMENT



30' REAR YARD SETBACK

MANUFACTURING COMPLEX

- MINIMUM LOT AREA: 2 ACRES
- MINIMUM ROAD FRONTAGE: 250 FEET
- MAXIMUM BUILDING COVERAGE: 50% OF PARCEL
- MAXIMUM BUILDING HEIGHT: 35 FEET/3 STORIES
- PARKING: DETERMINED BY USE
- MINIMUM LANDSCAPE COVERAGE: 15% OF PARCEL

- PROPERTY LINE
- MINIMUM SETBACK LINE
- 15' SIDE YARD SETBACK
- 20' FRONT YARD SETBACK

VEHICLE ENTRY



GRIFFISS LOCAL DEVELOPMENT CORP.

BERGMANN ASSOCIATES
 LANDSCAPE ARCHITECTS

THE SARATOGA ASSOCIATES
 ARCHITECTS

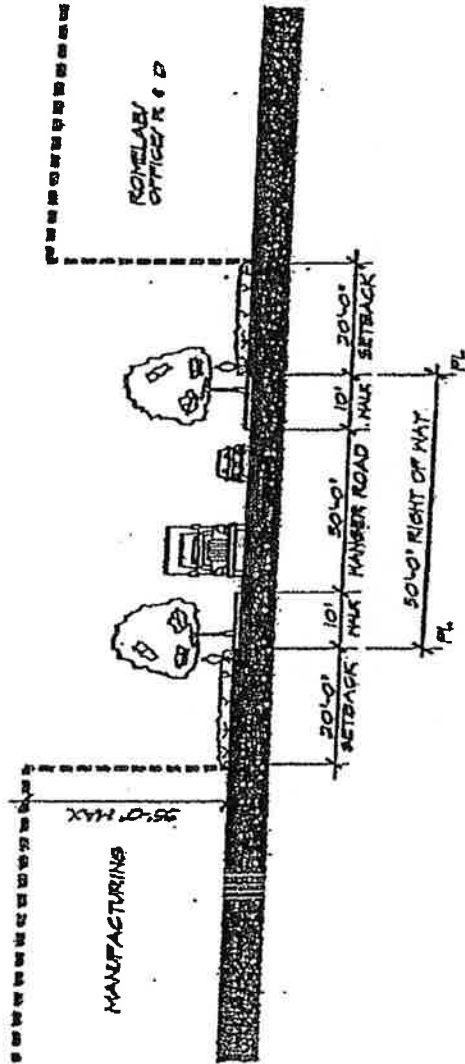
WALKER PLANNING AND DESIGN
 LANDSCAPE ARCHITECTS

MCDONALD & MONTEROSE
 ENGINEERS



FIGURE

GRIFFISS BLDG. LEAS AND
 TECHNOLOGY PARK
 MANUFACTURING COMPLEX AND
 ROME LAB/R&D/OFFICE CAMPUS
 DEVELOPMENT



SECTION C - HANGER ROAD

SCALE: 1" = 20'-0"

GRIFFISS LOCAL DEVELOPMENT COR

BERGHANN ASSOCIATES
 ARCHITECTS & PLANNERS
 1000 W. 10TH ST. SUITE 100
 DENVER, CO 80202

THE SAPATOGA ASSOCIATES
 1000 W. 10TH ST. SUITE 100
 DENVER, CO 80202

WALKER PLANNING AND DESIGN
 1000 W. 10TH ST. SUITE 100
 DENVER, CO 80202

MCDONALD & MONTEROSE
 1000 W. 10TH ST. SUITE 100
 DENVER, CO 80202

2007

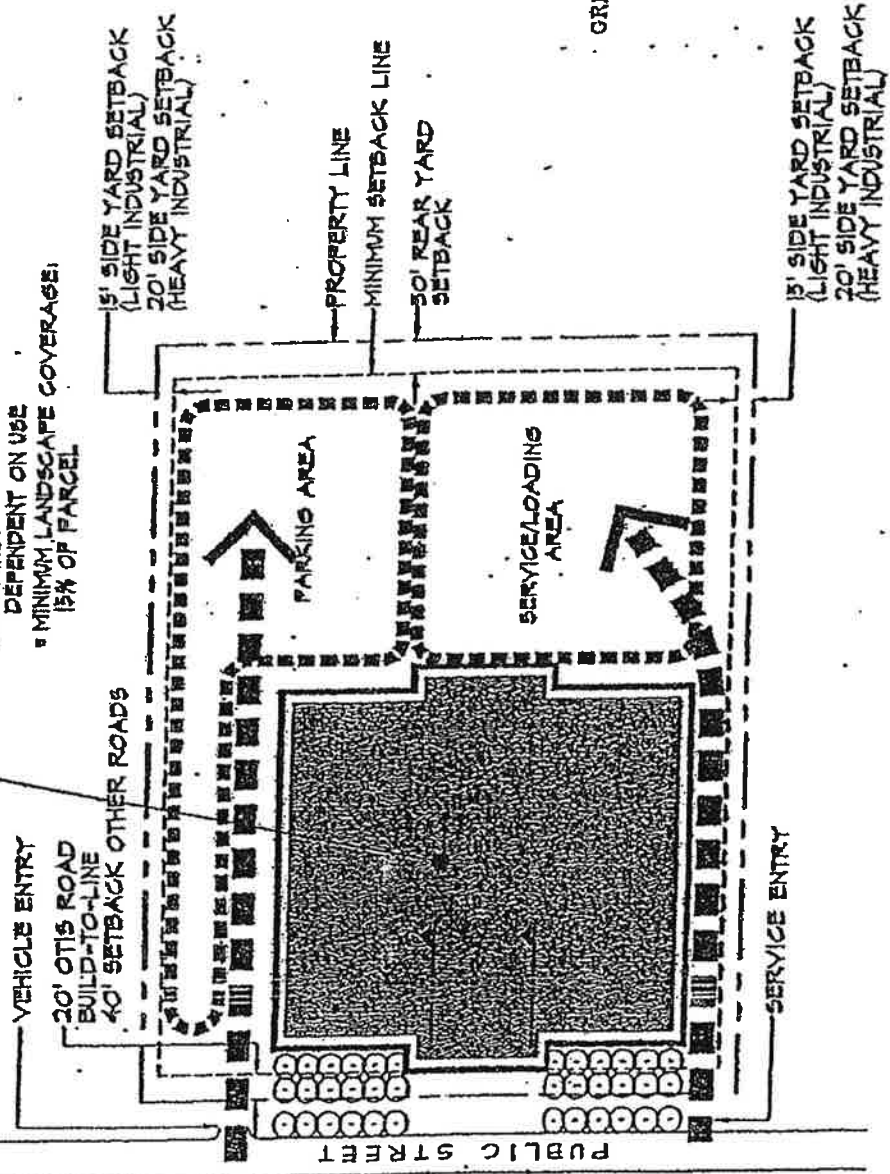
Figure 4

CRIFFISS BUSINESS AND TECHNOLOGY PARK

LIGHT/HEAVY INDUSTRIAL DISTRICT DEVELOPMENT

LIGHT/HEAVY INDUSTRIAL BUILDING

- MINIMUM LOT AREA: 2 ACRES
- MINIMUM ROAD FRONTAGE: 250 FEET
- MAXIMUM BUILDING COVERAGE: 40% LIGHT INDUSTRIAL, 50% HEAVY INDUSTRIAL
- MAXIMUM BUILDING HEIGHT: 55 FEET/5 STORIES
- PARKING: DEPENDENT ON USE
- MINIMUM LANDSCAPE COVERAGE: 15% OF PARCEL



CRIFFISS LOCAL DEVELOPMENT COR

BERGMANN ASSOCIATES
ARCHITECTS & PLANNERS

THE SARATOGA ASSOCIATES
ARCHITECTS & PLANNERS

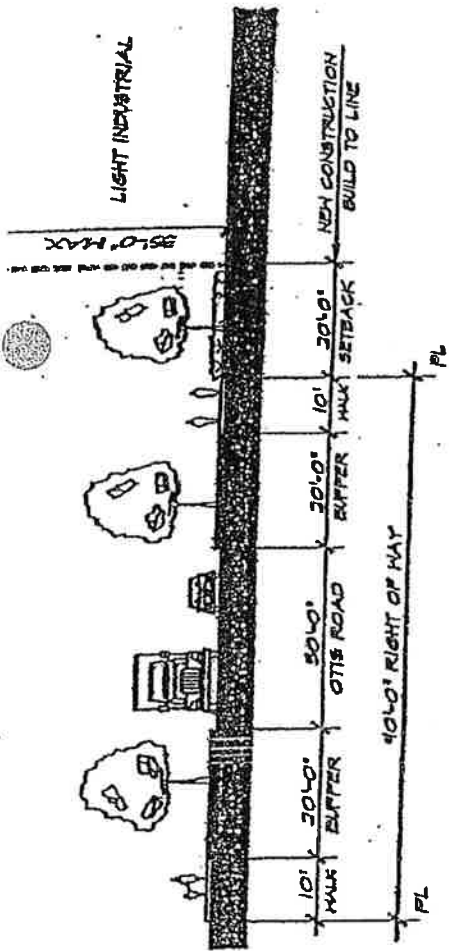
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PLANNING ARCHITECTURE & INTERIORS

MCDONALD & MONTEROSE
LANDSCAPE ARCHITECTS

SHEET 1117

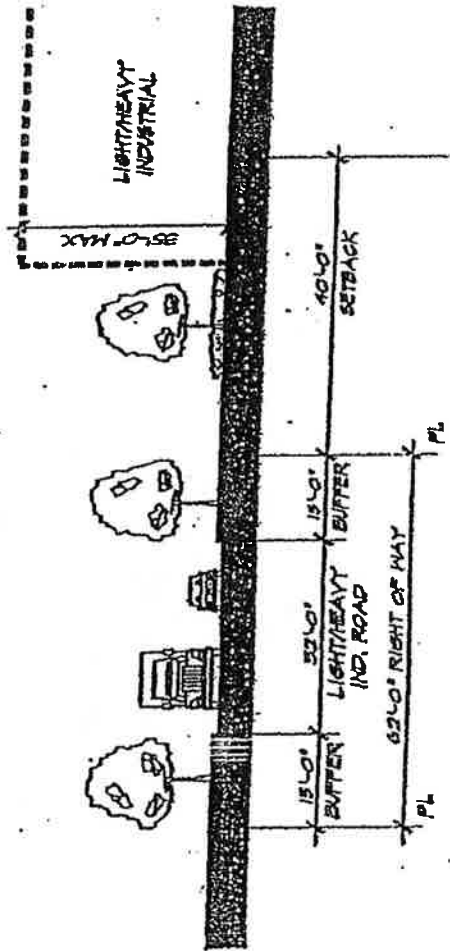


FOUR



SECTION A - OTIS STREET

SCALE: 1" = 30'



SECTION AA - LIGHTHEAVY INDUSTRIAL ROAD

SCALE: 1" = 30'

CRIFFISS LOCAL DEVELOPMENT CORP.

BERGMANN ASSOCIATES
 ARCHITECTS & PLANNERS

THE SARATOGA ASSOCIATES
 ENGINEERS, ARCHITECTS, PLANNERS
 & LANDSCAPE ARCHITECTS

TALKER PLANNING AND DESIGN
 LANDSCAPE ARCHITECTS

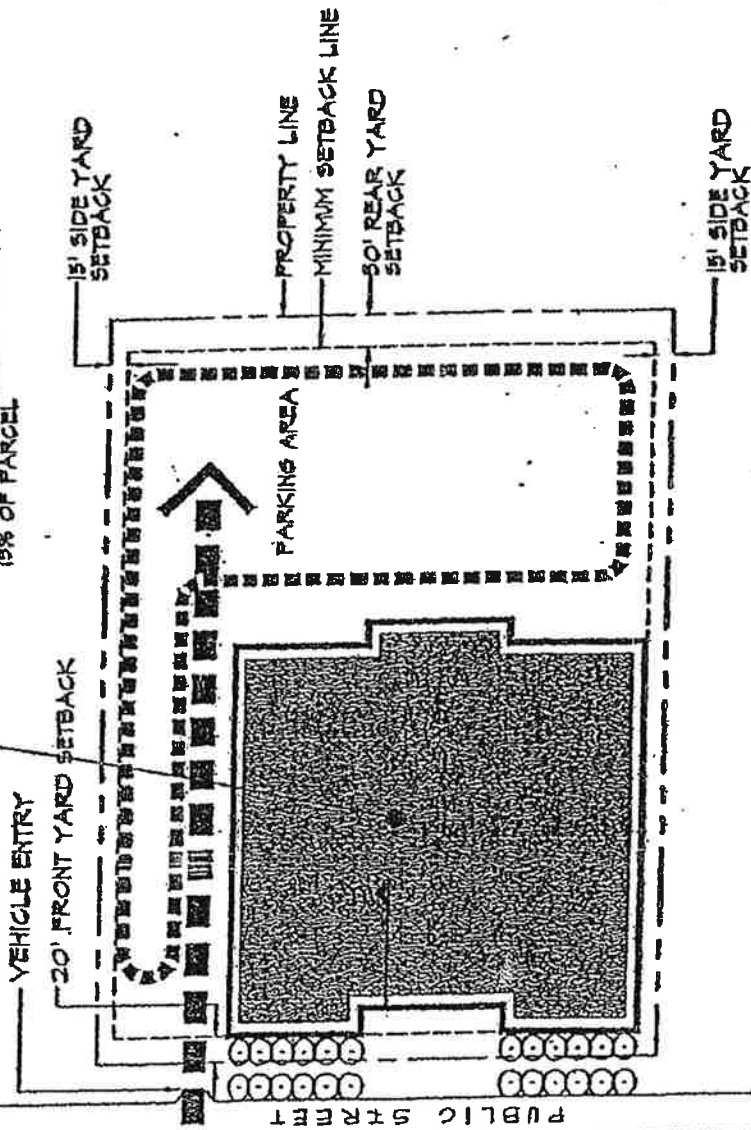
MCDONALD & MONTEROSE
 ARCHITECTS
 MARK UHS



FIGURE 1

BUSINESS COMPLEX STANDARDS

- MINIMUM LOT AREA: 1 ACRE
- MINIMUM ROAD FRONTAGE: 150 FEET
- MAXIMUM BUILDING COVERAGE: 35% OF PARCEL
- MAXIMUM BUILDING HEIGHT: 55 FEET/5 STORIES
- PARKING: DEPENDENT ON USE
- MINIMUM LANDSCAPE COVERAGE: 15% OF PARCEL



GRIFFISS LOCAL DEVELOPMENT CORE

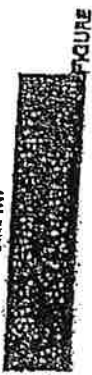
BERGMANN ASSOCIATES
ARCHITECTS & PLANNERS

THE SARATOGA ASSOCIATES
LANDSCAPE ARCHITECTS, INC.

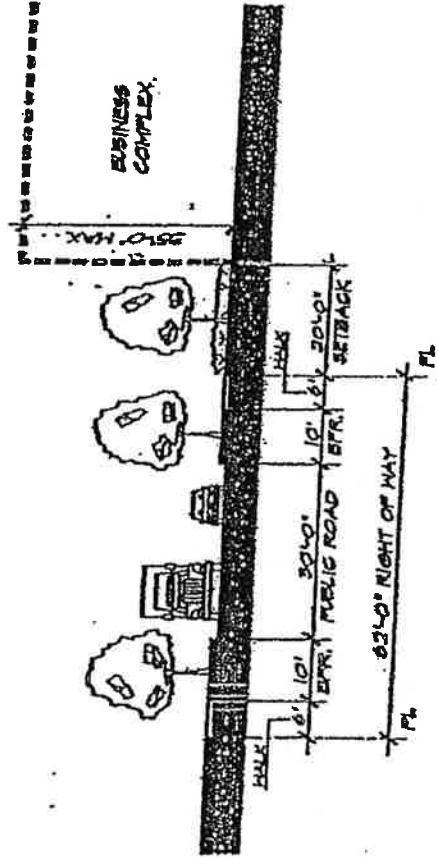
VALNER PLANNING AND DESIGN
PLANNERS AND ARCHITECTS

MCDONALD & MONTEROSE
ARCHITECTS

MARCH 1991



GRIFFISS BUSINESS AND
 TECHNOLOGY PARK
 BUSINESS COMPLEX
 DEVELOPMENT



SECTION D - BUSINESS COMPLEX

SCALE: 1" = 20' 0"

GRIFFISS LOCAL DEVELOPMENT COF

BERGHMAN ASSOCIATES
 ARCHITECTS & PLANNERS

THE SARATOGA ASSOCIATES
 LANDSCAPE ARCHITECTS, ARDRETT, INC.

TALKER PLANNING AND DESIGN
 ARCHITECTS & PLANNERS, P.C.

MCDONALD & MONTEROSE
 ARCHITECTS

Sheet 1111



Figure 8

DEVELOPMENT ARI

GRIFFISS BUSINESS AND TECHNOLOGY PARK

- Office Buildings
 - Business Complexes
 - Light Industrial Development
 - Heavy Industrial Development
 - Manufacturing Complexes
 - Science Campus
 - Woodworker Village
 - Mobile Home Park
 - Office of Defense Plant
- Zoning Districts**
- A-A
 - F-1
 - F-2



GRIFFISS AND ASSOCIATES
 ARCHITECTS AND PLANNERS
 1000 WEST 10TH AVENUE
 DENVER, COLORADO 80202

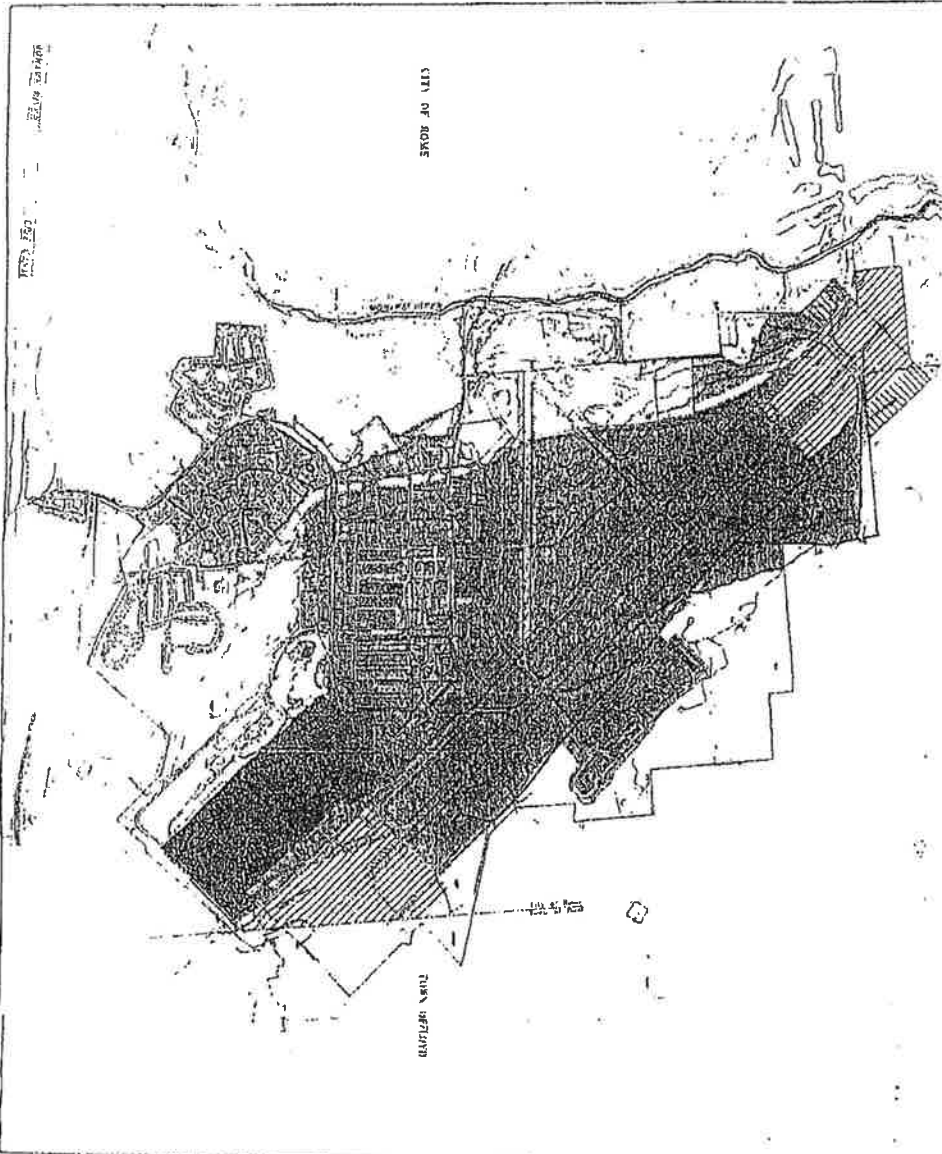


EXHIBIT F
FLOOR PLAN

EXHIBIT D

(Budget)

BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: The Hayner Hoyt Corporation
- B. Project Name: AIA Interior Office Expansion
- C. Project Location: 153 Brooks Road, Rome, NY 13441
- D. Owner: Cardinal Griffiss Realty, LLC
- E. Architect: PHZ Architects, PLLC
- F. Architect Project Number: 16-013

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by PHZ Architects and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. SEVEN HUNDRED SEVENTEEN THOUSAND NINE HUNDRED Dollars (\$ 717,900).

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. 5% of total Base Bid Dollars (\$ --).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:

- 1. Roofing Work: APPLE Roofing
- 2. Plumbing Work: NEVEL Plumbing
- 3. HVAC Work: TAG MECHANICAL
- 4. Electrical Work: SPANCER ELECTRIC

1.5 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed, and shall fully complete the Work according to the provided project schedule.

1.6 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

- 1. Addendum No. 1, dated 12/16/16
- 2. Addendum No. 2, dated _____
- 3. Addendum No. 3, dated _____
- 4. Addendum No. 4, dated _____

1.7 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
 - 1. Bid Form Supplement - Bid Bond Form (AIA Document A310).

1.8 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Rome, NY, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 SUBMISSION OF BID

- A. Respectfully submitted this 20th day of December, 201~~6~~⁶
- B. Submitted By: The Hayner Hoyt Corporation (Name of bidding firm or corporation).
- C. Authorized Signature: Gary Thurston (Handwritten signature).
- D. Signed By: Gary Thurston (Type or print name).
- E. Title: Chairman/CEO (Owner/Partner/President/Vice President).
- F. Witness By: James McNamee (Handwritten signature).

- G. Attest: Maureen Barry (Handwritten signature).
- H. By: Maureen Barry (Type or print name).
- I. Title: VP/Secretary (Corporate Secretary or Assistant Secretary).
- J. Street Address: 625 Erie Boulevard West.
- K. City, State, Zip: Syracuse, NY 13204.
- L. Phone: 315-455-5941.
- M. License No.: N/A.
- N. Federal ID No.: 16-0911310 (Affix Corporate Seal Here).

END OF DOCUMENT

CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS

The Hayner Hoyt Corporation
(NAME OF CORPORATION)

“Resolved that Gary Thurston, Chairman/CEO
(Person Authorized to Sign) (Title)

of The Hayner Hoyt Corporation authorized to sign and submit Bid for this corporation for
(Name of Corporation)

the following project:

AIS Interior Office Expansion

and to include in such bid the certificate as to non-collusion, and for any inaccuracies or misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is true and correct copy of resolution adopted by:

The Hayner Hoyt Corporation
(NAME OF CORPORATION)

At meeting of its Board of Directors held on the 31st day of March 2009

By Maureen Barry
Maureen Barry

Title VP/Secretary

(SEAL)

The above form must be completed if the Bidder is a corporation

Non-Collusive Bidding Certification

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

The Hayner Hoyt Corporation
Bidder's Name

By:  12/20/16
Signature Date

Print:
Name: Gary Thurston

Title: Chairman/CEO

EXHIBIT E
(PILOT Agreement)

EXHIBIT F

(Environmental Compliance and Indemnification Agreement)

EXHIBIT G
(Floor Plan Sketch)



5047 Clear Meadow,
Camillus, New York 13031
(315) 558-4821 tel.
www.phzarch.com

AIS Office Expansion

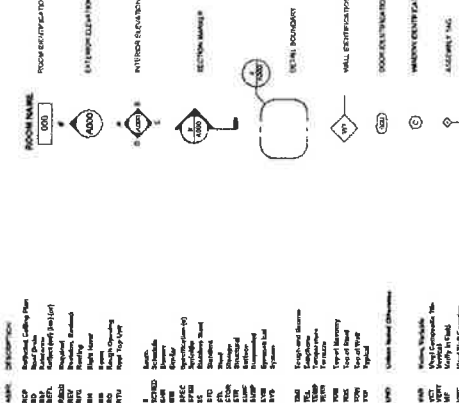
153 BROOKS ROAD ROME, NY 13441

PHZ Project Number: 16-013

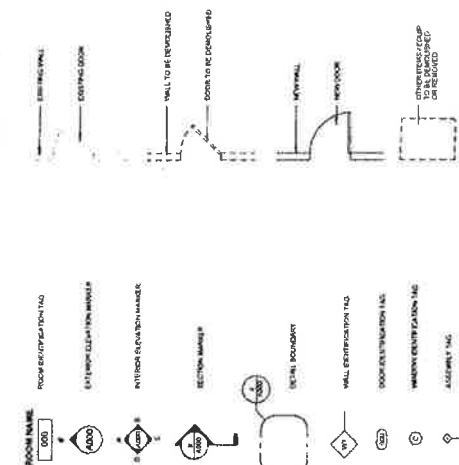
STANDARD ABBREVIATIONS

SYMBOL	ABBREVIATION	DESCRIPTION
AC	ACME	Acme
AD	ADHESIVE	Adhesive
ADJ	ADJUNCT	Adjunct
AE	ALUMINUM EXTRUSION	Aluminum Extrusion
AF	ALUMINUM FINISH	Aluminum Finish
AG	ALUMINUM GARD	Aluminum Guard
AI	ALUMINUM INSULATION	Aluminum Insulation
AK	ALUMINUM KICK	Aluminum Kick
AL	ALUMINUM LATH	Aluminum Lath
AM	ALUMINUM MESH	Aluminum Mesh
AN	ALUMINUM NAIL	Aluminum Nail
AO	ALUMINUM OILING	Aluminum Oiling
AP	ALUMINUM PANEL	Aluminum Panel
AR	ALUMINUM RAIL	Aluminum Rail
AS	ALUMINUM STAIR	Aluminum Stair
AT	ALUMINUM TIE	Aluminum Tie
AW	ALUMINUM WINDOW	Aluminum Window
AX	ALUMINUM X-TRAY	Aluminum X-Tray
AY	ALUMINUM Y-TRAY	Aluminum Y-Tray
AZ	ALUMINUM Z-TRAY	Aluminum Z-Tray
BA	BALANCE	Balance
BB	BALANCE BOARD	Balance Board
BC	BALANCE BOARD CONNECTION	Balance Board Connection
BD	BALANCE BOARD DETAIL	Balance Board Detail
BE	BALANCE BOARD END	Balance Board End
BF	BALANCE BOARD FINISH	Balance Board Finish
BG	BALANCE BOARD GLASS	Balance Board Glass
BH	BALANCE BOARD HARDWARE	Balance Board Hardware
BI	BALANCE BOARD INSULATION	Balance Board Insulation
BJ	BALANCE BOARD JOINT	Balance Board Joint
BK	BALANCE BOARD KICK	Balance Board Kick
BL	BALANCE BOARD LATH	Balance Board Lath
BM	BALANCE BOARD MESH	Balance Board Mesh
BN	BALANCE BOARD NAIL	Balance Board Nail
BO	BALANCE BOARD OILING	Balance Board Oiling
BP	BALANCE BOARD PANEL	Balance Board Panel
BQ	BALANCE BOARD RAIL	Balance Board Rail
BR	BALANCE BOARD STAIR	Balance Board Stair
BS	BALANCE BOARD TIE	Balance Board Tie
BT	BALANCE BOARD TRAY	Balance Board Tray
BV	BALANCE BOARD WINDOW	Balance Board Window
BW	BALANCE BOARD X-TRAY	Balance Board X-Tray
BX	BALANCE BOARD Y-TRAY	Balance Board Y-Tray
BY	BALANCE BOARD Z-TRAY	Balance Board Z-Tray
CA	CAP	Cap
CB	CAP BOARD	Cap Board
CC	CAP CONNECTION	Cap Connection
CD	CAP DETAIL	Cap Detail
CE	CAP END	Cap End
CF	CAP FINISH	Cap Finish
CG	CAP GLASS	Cap Glass
CH	CAP HARDWARE	Cap Hardware
CI	CAP INSULATION	Cap Insulation
CJ	CAP JOINT	Cap Joint
CK	CAP KICK	Cap Kick
CL	CAP LATH	Cap Lath
CM	CAP MESH	Cap Mesh
CN	CAP NAIL	Cap Nail
CO	CAP OILING	Cap Oiling
CP	CAP PANEL	Cap Panel
CQ	CAP RAIL	Cap Rail
CR	CAP STAIR	Cap Stair
CS	CAP TIE	Cap Tie
CT	CAP TRAY	Cap Tray
CU	CAP WINDOW	Cap Window
CV	CAP X-TRAY	Cap X-Tray
CVI	CAP Y-TRAY	Cap Y-Tray
CVII	CAP Z-TRAY	Cap Z-Tray
CX	CAP BOARD CONNECTION	Cap Board Connection
CXI	CAP BOARD DETAIL	Cap Board Detail
CXII	CAP BOARD END	Cap Board End
CXIII	CAP BOARD FINISH	Cap Board Finish
CXIV	CAP BOARD GLASS	Cap Board Glass
CXV	CAP BOARD HARDWARE	Cap Board Hardware
CXVI	CAP BOARD INSULATION	Cap Board Insulation
CXVII	CAP BOARD JOINT	Cap Board Joint
CXVIII	CAP BOARD KICK	Cap Board Kick
CXIX	CAP BOARD LATH	Cap Board Lath
CXX	CAP BOARD MESH	Cap Board Mesh
CXXI	CAP BOARD NAIL	Cap Board Nail
CXXII	CAP BOARD OILING	Cap Board Oiling
CXXIII	CAP BOARD PANEL	Cap Board Panel
CXXIV	CAP BOARD RAIL	Cap Board Rail
CXXV	CAP BOARD STAIR	Cap Board Stair
CXXVI	CAP BOARD TIE	Cap Board Tie
CXXVII	CAP BOARD TRAY	Cap Board Tray
CXXVIII	CAP BOARD WINDOW	Cap Board Window
CXXIX	CAP BOARD X-TRAY	Cap Board X-Tray
CXXX	CAP BOARD Y-TRAY	Cap Board Y-Tray
CXXXI	CAP BOARD Z-TRAY	Cap Board Z-Tray
CAI	CAP BOARD CONNECTION	Cap Board Connection
CAII	CAP BOARD DETAIL	Cap Board Detail
CAIII	CAP BOARD END	Cap Board End
CAIV	CAP BOARD FINISH	Cap Board Finish
CAV	CAP BOARD GLASS	Cap Board Glass
CAVI	CAP BOARD HARDWARE	Cap Board Hardware
CAVII	CAP BOARD INSULATION	Cap Board Insulation
CAVIII	CAP BOARD JOINT	Cap Board Joint
CAIX	CAP BOARD KICK	Cap Board Kick
CAX	CAP BOARD LATH	Cap Board Lath
CAXI	CAP BOARD MESH	Cap Board Mesh
CAXII	CAP BOARD NAIL	Cap Board Nail
CAXIII	CAP BOARD OILING	Cap Board Oiling
CAXIV	CAP BOARD PANEL	Cap Board Panel
CAXV	CAP BOARD RAIL	Cap Board Rail
CAXVI	CAP BOARD STAIR	Cap Board Stair
CAXVII	CAP BOARD TIE	Cap Board Tie
CAXVIII	CAP BOARD TRAY	Cap Board Tray
CAXIX	CAP BOARD WINDOW	Cap Board Window
CAXX	CAP BOARD X-TRAY	Cap Board X-Tray
CAXXI	CAP BOARD Y-TRAY	Cap Board Y-Tray
CAXXII	CAP BOARD Z-TRAY	Cap Board Z-Tray
CAXXIII	CAP BOARD CONNECTION	Cap Board Connection
CAXXIV	CAP BOARD DETAIL	Cap Board Detail
CAXXV	CAP BOARD END	Cap Board End
CAXXVI	CAP BOARD FINISH	Cap Board Finish
CAXXVII	CAP BOARD GLASS	Cap Board Glass
CAXXVIII	CAP BOARD HARDWARE	Cap Board Hardware
CAXXIX	CAP BOARD INSULATION	Cap Board Insulation
CAXXX	CAP BOARD JOINT	Cap Board Joint
CAXXXI	CAP BOARD KICK	Cap Board Kick
CAXXXII	CAP BOARD LATH	Cap Board Lath
CAXXXIII	CAP BOARD MESH	Cap Board Mesh
CAXXXIV	CAP BOARD NAIL	Cap Board Nail
CAXXXV	CAP BOARD OILING	Cap Board Oiling
CAXXXVI	CAP BOARD PANEL	Cap Board Panel
CAXXXVII	CAP BOARD RAIL	Cap Board Rail
CAXXXVIII	CAP BOARD STAIR	Cap Board Stair
CAXXXIX	CAP BOARD TIE	Cap Board Tie
CAXXXX	CAP BOARD TRAY	Cap Board Tray

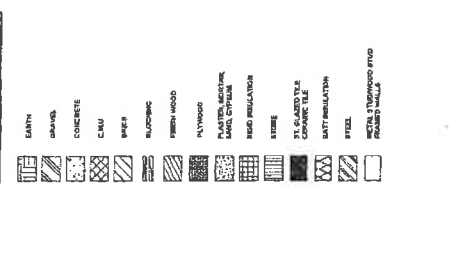
STANDARD SYMBOLS



STANDARD SYMBOLS



STANDARD SYMBOLS



SITE LOCATION MAP

DRAFT
7/28/16



5047 (Near Maudslow,
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www.phzarch.com

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Expansion**
153 BROOKS ROAD
ROME, NY 13441
P/E: Philip L. Moore 1/9/13

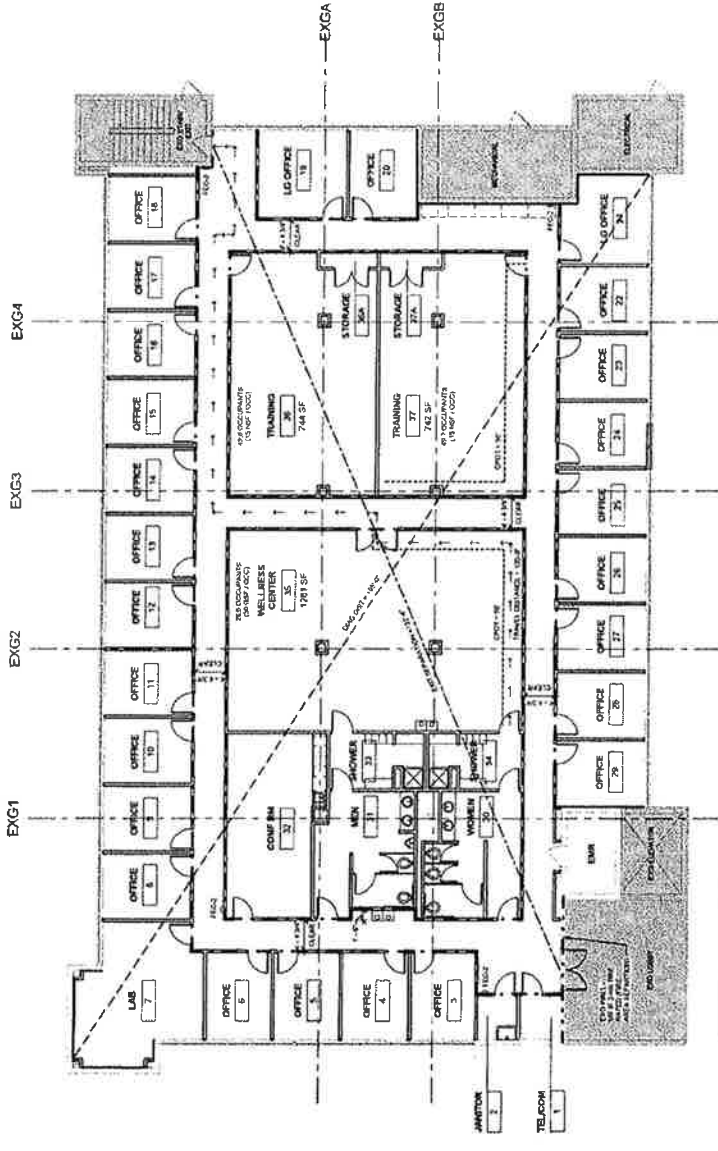
NYS UNIFORM FIRE PREVENTION AND BUILDING CODE
 2010 Edition
 Chapter 17 - General
 Chapter 20 - Fire Protection
 Chapter 21 - Building
 Chapter 22 - Mechanical
 Chapter 23 - Electrical
 Chapter 24 - Plumbing
 Chapter 25 - Gas
 Chapter 26 - Elevators
 Chapter 27 - Escalators
 Chapter 28 - Stairways
 Chapter 29 - Ramps
 Chapter 30 - Accessible Routes
 Chapter 31 - Signs
 Chapter 32 - Safety

No.	Description	Spec.	Section	Req'd. or Allowed	Actual
1	General				
2	Means of Egress				
3	Fire Protection				
4	Building				
5	Mechanical				
6	Electrical				
7	Plumbing				
8	Gas				
9	Elevators				
10	Escalators				
11	Stairways				
12	Ramps				
13	Signs				
14	Safety				

No.	Description	Date

ISSUED AND REVISION NOTIFICATION

A001



SECTION	DESCRIPTION	COMPLETION DATE
LAB	LABORATORY	10/15/12
CONF RM	CONFERENCE ROOM	10/15/12
MEN	MEN'S RESTROOM	10/15/12
WOMEN	WOMEN'S RESTROOM	10/15/12
STORAGE	STORAGE ROOM	10/15/12
TRAINING	TRAINING ROOM	10/15/12
OFFICE	OFFICE	10/15/12
LABORATORY	LABORATORY	10/15/12

CODE COMPLIANCE PLAN



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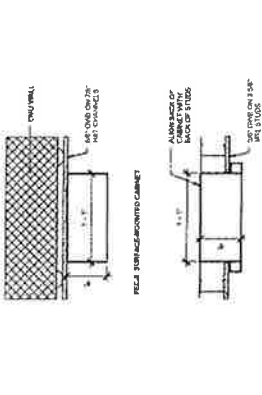
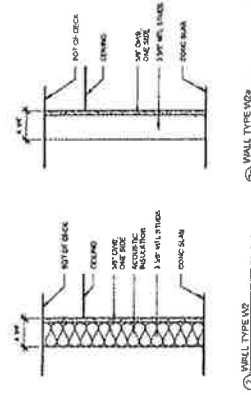
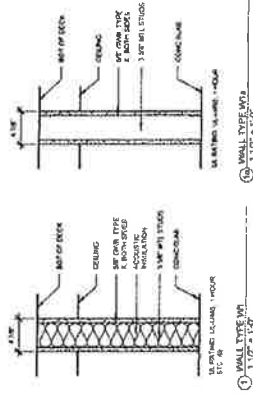
PO2 Project Number: 16-03

ISSUED AND REVISION NOTIFICATION	
No.	Date

REVISIONS	
Date	By
Date	By

**SPECIFICATIONS &
PARTITION TYPES**

A002



EXCLUSION METAL

1. METAL TO COVER EXPOSURE FROM TOP
2. ALL METAL TO BE FINISHED TO MATCH SURROUNDING WALLS
3. FINISH TO MATCH SURROUNDING WALLS
4. ALL METAL TO BE FINISHED TO MATCH SURROUNDING WALLS
5. FINISH TO MATCH SURROUNDING WALLS
6. FINISH TO MATCH SURROUNDING WALLS



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**AIS Office
 Expansion**

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 ROCHE, NY 13441

Arch Project Number: 15342

ISSUED AND REVISION NOTIFICATION	
No.	Description

A. Special Products or Materials Used	

FLOOR PLAN & DETAILS

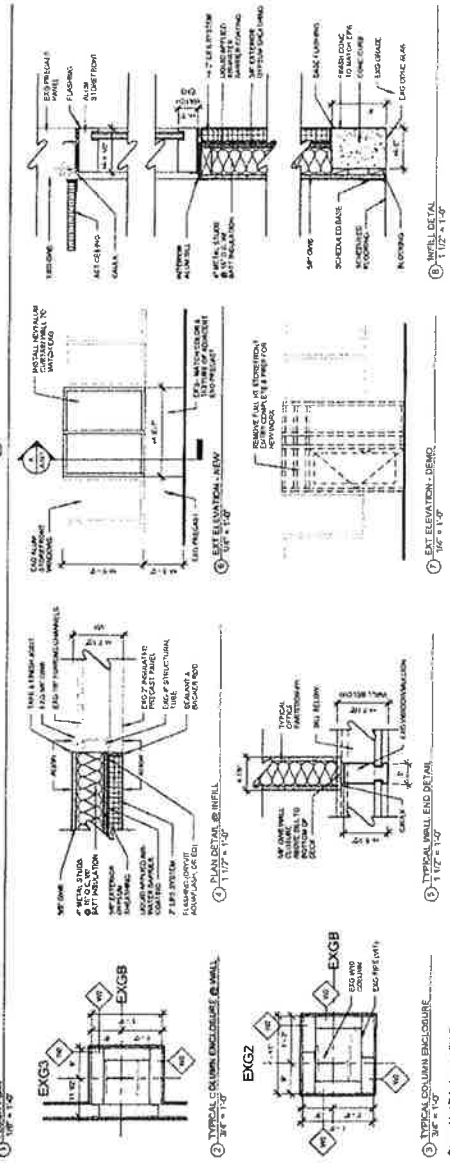
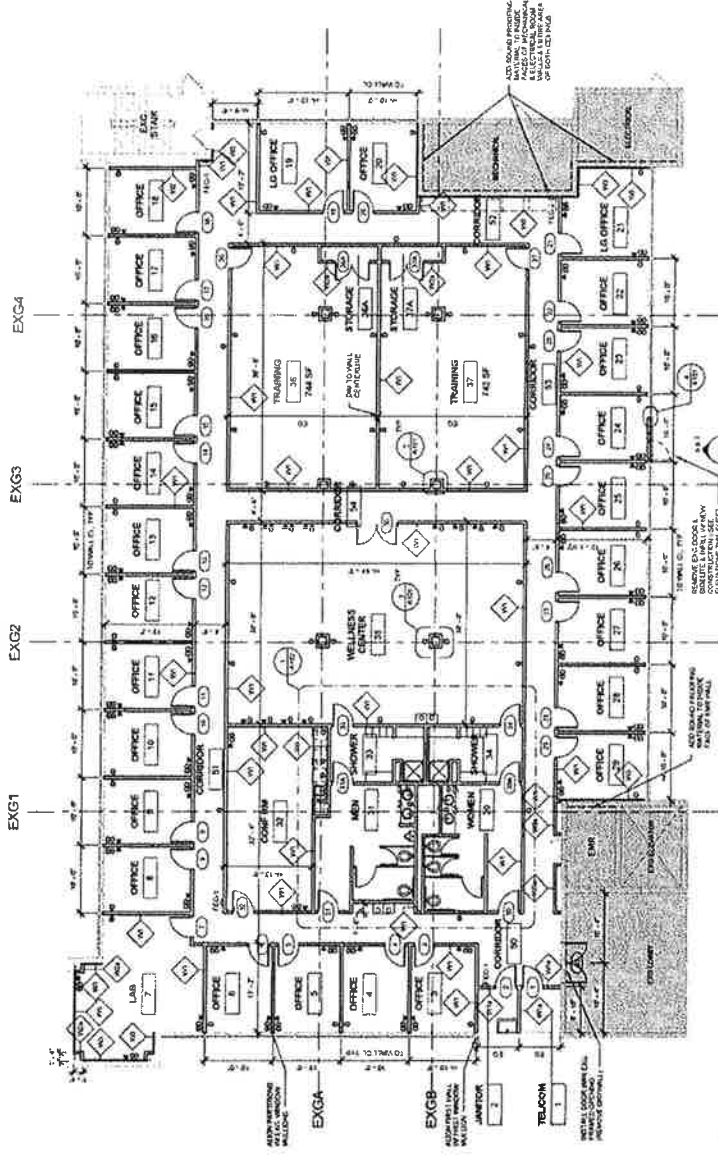
A101

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL AND STATE CODES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

DEMOLITION GENERAL NOTES:

1. DEMOLITION SHALL BE IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL AND STATE CODES.
2. DEMOLITION SHALL BE IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL AND STATE CODES.
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20. DEMOLITION SHALL BE IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL AND STATE CODES.



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AIS Office
Expansion

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PHZ Project Number: 100103

ISSUED AND REVISION NOTIFICATION		
No.	Description	Date

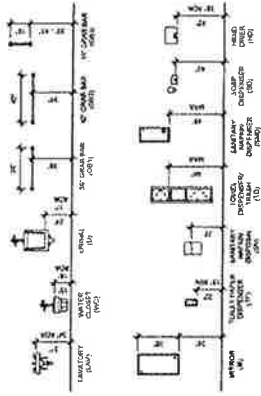
A. Issued For Construction		
Drawn By	Checked By	Date

TOILET ROOM ENLARGED
PLAN & ELEVATIONS

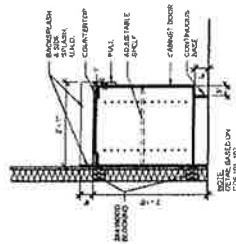
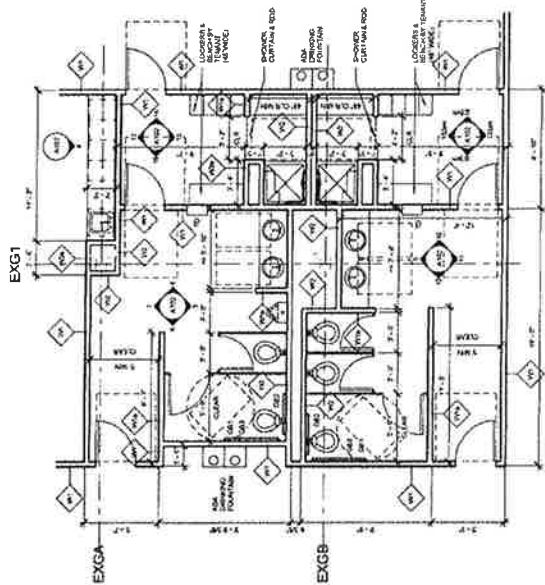
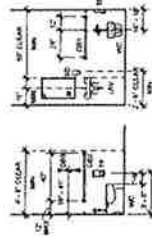
A102

TYPICAL FIXTURE & ACCESSORY MOUNTING HEIGHTS

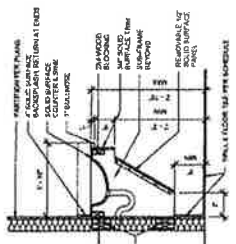
- NOTES:
1. ALL FIXTURES, ACCESSORIES AND EQUIPMENT SHALL BE LOCATED IN THE PROJECT - SEE NEW FIXTURE PLANS & SPECIFICATIONS FOR PROJECT OR EQUIPMENT.
 2. APPLICABLE CODES SHALL BE THE 2010 IBC AND ALL LOCAL CODES. ALL CODES SHALL BE THE LATEST EDITION.
 3. INSTALL SHOWER STALLS FOR ALL UNLIMITED TUBS AS A EQUIPMENT.



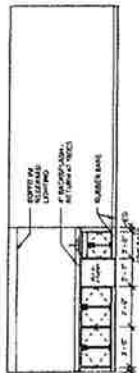
ADA REST ROOM DIMENSIONS



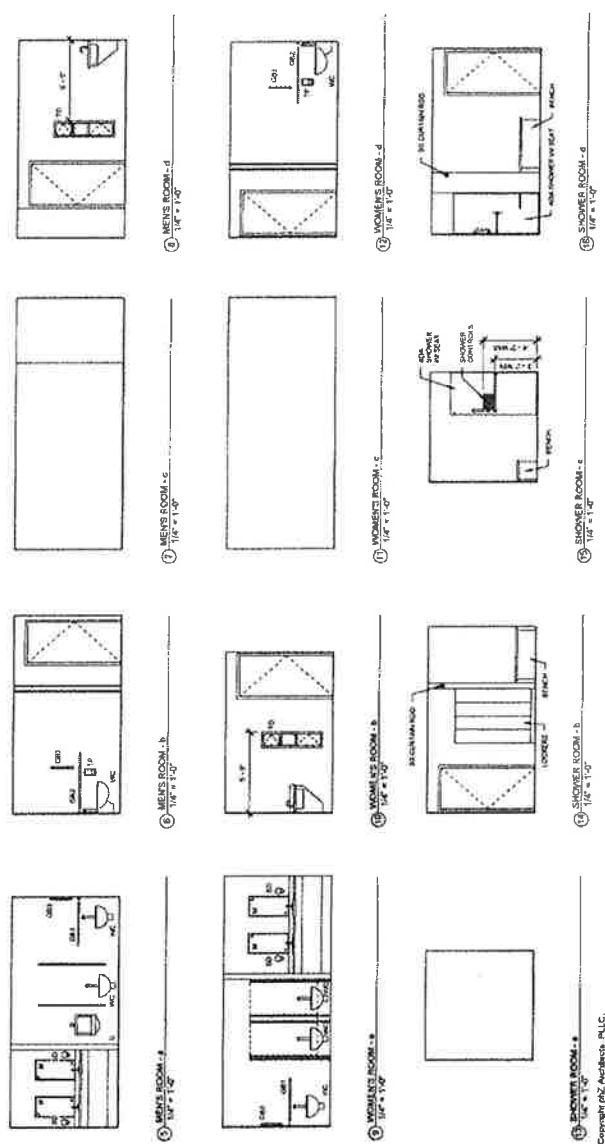
EXG2 TYPICAL BASE CABINET W/ DOOR
30" W x 11" D



EXG3 LAVATORY COUNTER SECTION
30" W x 11" D



EXG4 CONFERENCE ROOM
30" W x 11" D



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**AIS Office
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 ROSE, NY 13441

PHZ Project Number: 151073

ISSUED AND REVISION NOTIFICATION	
No.	Description

A. Project Information	
Project Name	Project No.
Client	Architect
Phase	Date

REFLECTED CEILING
 PLAN & DETAILS

A201

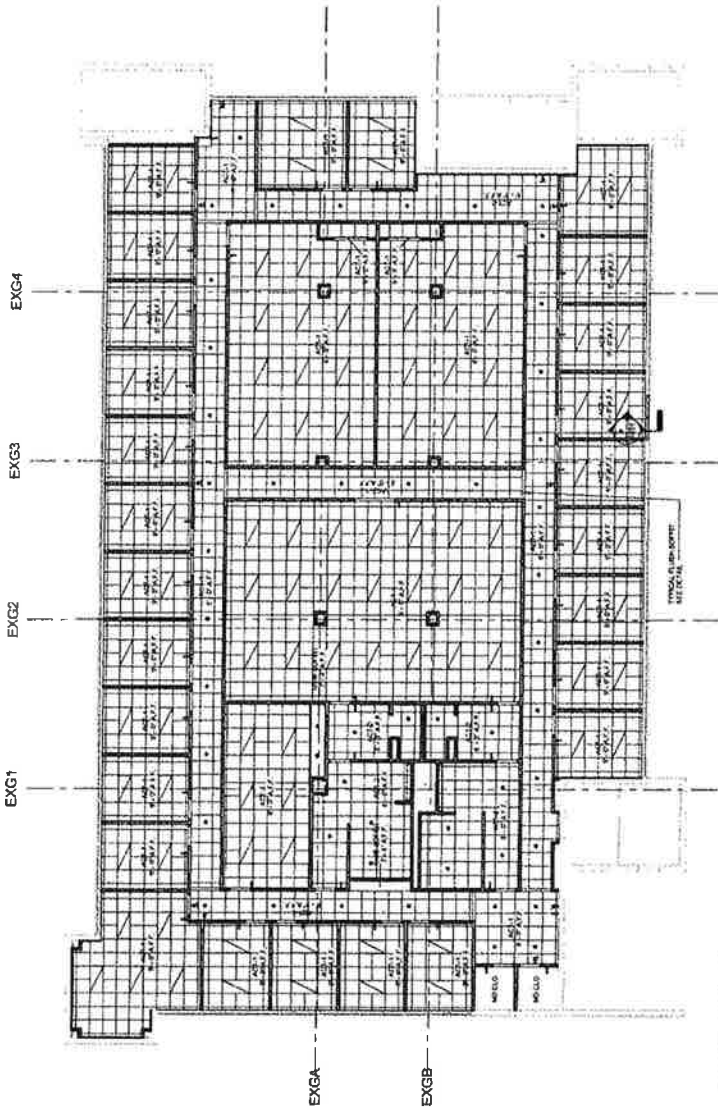
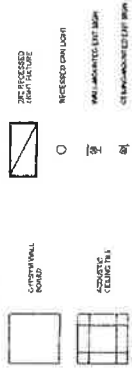
RCP GENERAL NOTES:

1. CONDITIONS SHOWN ARE BASED ON VISUAL INSPECTION ONLY. CONTRACTOR SHALL VERIFY ALL CONDITIONS AND REPORT ANY DISCREPANCIES TO ARCHITECT IMMEDIATELY UPON COMMENCEMENT OF WORK.
2. CONTRACTOR SHALL VERIFY ALL CONDITIONS AND REPORT ANY DISCREPANCIES TO ARCHITECT IMMEDIATELY UPON COMMENCEMENT OF WORK.
3. CONTRACTOR SHALL VERIFY ALL CONDITIONS AND REPORT ANY DISCREPANCIES TO ARCHITECT IMMEDIATELY UPON COMMENCEMENT OF WORK.

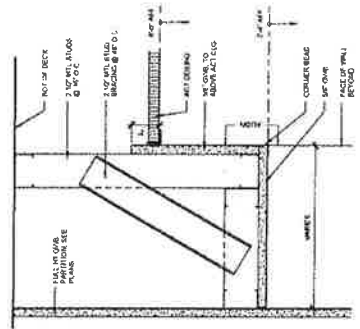
WELLNESS CENTER NOTES:

1. FINISHES IN GREAT COMMONS SHALL BE IDENTICAL TO FINISHES SHOWN IN WELLNESS CENTER EXPANSION DRAWINGS.
2. CONTRACTOR SHALL VERIFY ALL CONDITIONS AND REPORT ANY DISCREPANCIES TO ARCHITECT IMMEDIATELY UPON COMMENCEMENT OF WORK.
3. CONTRACTOR SHALL VERIFY ALL CONDITIONS AND REPORT ANY DISCREPANCIES TO ARCHITECT IMMEDIATELY UPON COMMENCEMENT OF WORK.

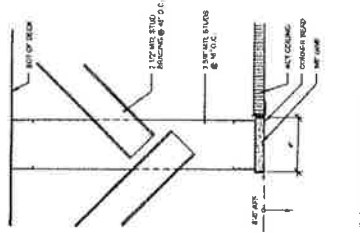
RCP LEGEND:



① REFLECTED CEILING PLAN



② TYPICAL FLUSH COFFIN DETAIL



③ COFFIN DETAIL

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EXHIBIT H
(Memorandum of Sublease)

MEMORANDUM OF SUBLEASE

Name and Address of Sublessor: CARDINAL GRIFFISS REALTY, LLC
584 Phoenix Drive
Rome, New York 13441-4105

Name and Address of Sublessee: ASSURED INFORMATION SECURITY, INC.
245 Hill Road
Rome, New York 13441

Sublease: Sublease made as of January 17, 2017.

Demised Premises: The Demised Premises within the Building on Sublessor's Land, which Sublessor's Land is more particularly described on **Schedule A** annexed to this Memorandum of Sublease.

Term of Sublease: Nine (9) years and seven (7) months beginning on April 1, 2017, or upon substantial completion of the Demised Premises, whichever is later, and ending October 31, 2026.

Renewal Options Sublessee has the option to renew the term for two (2) successive Renewal Terms of five (5) years each by notifying Sublessor of Sublessee's exercise at least six (6) months prior to the expiration of the Original Term or the First Renewal Term, as the case may be.

The capitalized terms used in this Memorandum of Sublease shall have the meanings given to them by the Sublease

(Signatures on following page)

IN WITNESS WHEREOF, Sublessor and Sublessee have executed this Memorandum
of Sublease as of _____, 20 ____.

CARDINAL GRIFFISS REALTY, LLC

By: _____
Name: Steven J. DiMeo
Title: Authorized Representative

ASSURED INFORMATION SECURITY, INC.

By: _____
Name:
Title:

STATE OF NEW YORK)
) ss.:
COUNTY OF ONEIDA)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared STEVEN J. DIMEO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF ONEIDA)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Record and Return:

Stephen L. Johnson, Esq.
Bond, Schoeneck & King, PLLC
One Lincoln Center
Syracuse, New York 13202

SCHEDULE A

Legal Description of Sublessor's Land

A PORTION of LANDS of

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York shown on a map entitled "Map Showing A Portion of Lands of Oneida County Industrial Development Agency Located at 153 Brooks Road in the City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 050027, dated April 9, 2010, which said tract, piece or parcel of land is more particularly bounded and described as follows:

Beginning at the intersection of the proposed southerly street boundary of Brooks Road with the division line between the herein described parcel on the west and the lands of The United States of America (reputed owner) on the east; said point being South $01^{\circ} 41' 33''$ E, 26.58 feet from a disk set in concrete stamped AFRL-25;

thence South $01^{\circ} 41' 33''$ East along the last mentioned division line 92.77 feet to a capped iron rod found, stamped AFRL-24, located at the intersection of said division line and the division line between the herein described parcel on the north and said lands of The United States of America (reputed owner) on the south;

thence South $88^{\circ} 18' 27''$ West along the last mentioned division line 38.48 feet to a capped iron rod found, stamped AFRL-23, located at the intersection of said division line and the division line between the herein described parcel on the west and said lands of The United States of America (reputed owner) on the east;

thence South $01^{\circ} 41' 33''$ East along the last mentioned division line 179.14 feet to a disk set in concrete stamped AFRL-22, located at the intersection of said division line and the division line between the herein described parcel on the south and said lands of The United States of America (reputed owner) on the north;

thence North $88^{\circ} 18' 27''$ East along the last mentioned division line 259.94 feet to its intersection with the proposed westerly street boundary of March Street;

thence South $01^{\circ} 41' 36''$ East along said proposed westerly street boundary of March Street 293.46 feet to a point on said proposed westerly street boundary of March Street;

thence South $88^{\circ} 24' 10''$ West through the lands of Oneida County Industrial Development Agency (reputed owner) 683.66 feet to its intersection with the proposed easterly highway boundary of "The Griffiss Veteran's Memorial Parkway", NYS Route 825, on the east;

thence North $07^{\circ} 10' 50''$ West along said proposed easterly highway boundary of "The Griffiss Veteran's Memorial Parkway", NYS Route 825, 499.93 feet to its intersection with the proposed southeasterly highway boundary of "The Griffiss Veteran's Memorial Parkway", NYS Route 825;

thence North $66^{\circ} 32' 38''$ East along said proposed southeasterly highway boundary of "The Griffiss Veteran's Memorial Parkway", NYS Route 825, 181.13 feet to its intersection with the aforementioned proposed southerly street boundary of Brooks Road;

thence North $88^{\circ} 24' 10''$ East along said proposed southerly street boundary of Brooks Road 340.91 feet to the place of beginning, being $328,144.9 \pm$ sq. ft. or $7.533 \pm$ acres, more or less.

EXHIBIT I

(Opinion)

_____, 2017

Griffiss Local Development Corporation
584 Phoenix Drive
Rome, New York 13441

Saunders Kahler, L.L.P.
185 Genesee Street, Suite 1400
Utica, New York 13501

Re: Sublease between Griffiss Local Development Corporation, as Sublessor,
and Assured Information Security, Inc., as Sublessee

Ladies and Gentlemen:

We have acted as counsel to Assured Information Security, Inc. (the "Sublessee") in connection with that certain sublease transaction (the "Sublease Transaction") between the Sublessee and Griffiss Local Development Corporation (the "Sublessor").

In connection with the Sublease Transaction, we have examined the original or an executed counterpart of the following documents, all of which are dated as of _____:

1. Sublease between Sublessor and Sublessee;
2. Memorandum of Sublease between Sublessor and Sublessee;
3. Environmental Compliance and Indemnification Agreement between the Sublessor, the Sublessee and the Oneida County Industrial Development Agency ("OCIDA");

The above documents are hereinafter collectively referred to as the "Sublease Transaction Documents". Capitalized terms used herein which are not otherwise defined herein and which are defined in the Sublease Transaction Documents shall have the meanings ascribed to them in the Sublease Transaction Documents.

In addition, we have examined originals (or copies certified or otherwise identified to our satisfaction) of such other instruments, certificates and documents as we have deemed necessary or appropriate for the purposes of the opinion rendered below. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to the original documents of all documents submitted to us as copies. We have relied upon the aforementioned instruments, certificates and documents as to any facts which were not independently established.

Based on the foregoing, we are of the opinion that:

- (A) The Sublessee is a business corporation duly organized and validly existing in good standing under the laws of the State of New York and possesses full power and authority to own its property, to conduct its business and to execute and deliver the Sublease Transaction Documents to which it is a party and to carry out and perform its obligations thereunder.
- (B) The execution and delivery by the Sublessee of each of the Sublease Transaction Documents to which it is a party has been duly authorized by all necessary corporate and/or shareholder action and/or other legal action of the Sublessee. Each of the Sublease Transaction Documents to which it is a party has been duly executed and delivered by the duly authorized officer of the Sublessee, and is a legal and valid binding obligation of the Sublessee, enforceable against the Sublessee in accordance with its respective terms.
- (C) The execution and delivery the Sublessee of each of the Sublease Transaction Documents to which it a party, the execution and compliance with the provisions of each, and the consummation of the transactions contemplated therein do not and will not conflict with or constitute, on the part of the Sublessee, a breach of or default under its Certificate of Incorporation or by-laws or a breach of or default under any indenture, mortgage, deed of trust, bank loan or credit agreement or other agreement or instrument known to us to which the Sublessee is a party or by which any of its property may be bound or affected for which a valid consent has not been secured; nor is any approval or action by any governmental authority or agency required in connection with the execution and performance thereof by the Sublessee which has not been obtained.
- (D) So far as is known to us, there are no actions, suits or proceedings at law or in equity, or by or before any governmental instrumentality or other agency now pending or, to our knowledge, threatened against or affecting the Sublessee or any or its property as to which there is a reasonable possibility of an adverse determination and which, if adversely determined, would materially affect the assets, business or financial condition of the Sublessee taken as a whole or which calls into question the validity of the Sublease Transaction Documents or the consummation of the transactions contemplated thereby.

We advise you that this opinion is limited to the laws of the State of New York and of the United States of America and we do not purport to express any opinion herein concerning any law other than the laws of such state and the federal law of the United States.

Very truly yours,

By: _____

EXHIBIT J
(Prime Lease)

Transcript Document No. 5(a)

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

(ONEIDA COUNTY, NEW YORK)

and

CARDINAL GRIFFISS REALTY, LLC

LEASEBACK AGREEMENT

Dated as of August 1, 2010

2010 Real Estate Lease

(CARDINAL GRIFFISS REALTY, LLC FACILITY)

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THIS LEASEBACK AGREEMENT (the "Leaseback Agreement"), dated as of August 1, 2010, is between the **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York having its office at 584 Phoenix Drive, Rome, New York 13441 (the "Agency") and **CARDINAL GRIFFISS REALTY, LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York having its office at 584 Phoenix Drive, Rome, New York 13441 ("the Company").

RECITALS

Title 1 of Article 18-A of the General Municipal Law of the State of New York was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York;

The aforesaid act authorizes the creation of industrial development agencies for the Public Purposes of the State;

The aforesaid act further authorizes the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, reconstruct, renovate, refurbish, equip, lease, sell and dispose of land and any building or other improvement, and all real and personal property, including but not limited to, machinery and equipment deemed necessary in connection therewith, whether now in existence or under construction, which shall be suitable for manufacturing, civic, warehousing, research, commercial, recreation or industrial facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve their standard of living;

Pursuant to and in accordance with the provisions of the aforesaid act, the Agency was created and is empowered under the Act to undertake the providing, financing and leasing of the Facility defined below;

The Facility shall consist of construction of a 46,500± gross square foot building (the "Improvements") situated on a 7.50± acre parcel of land located at the corner of Route 825 and Brooks Road, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment") all to be used for the coordination of redevelopment efforts for the recently realigned Griffiss Air Force Base (the Land, the Improvements and the Equipment referred to collectively as the "Facility");

The United States of America, acting by and through the Secretary of the Air Force, conveyed a 55.391± acre parcel of real property ("Parcel F6A") to the Agency by means of a Quitclaim Deed (the "Deed") dated May 13, 2002 and recorded in the Oneida County Clerk's Office on January 22, 2003 as Instrument Number R2003-001612;

The Agency leases Parcel F6A to Griffiss Local Development Corporation ("GLDC") pursuant to a certain lease agreement dated as of December 1, 2002 (the "Prime Lease") between the Agency and GLDC, a memorandum of which was recorded on January 22, 2003, in the Oneida County Clerk's office as Instrument Number R2003-000078;

The Agency and GLDC are entering into a Partial Release of Lease Agreement dated as of August 1, 2010 (the "Release Agreement") whereby the Land (including any buildings, structures or other improvements thereon) is released from the premises described in the Prime Lease;

The Agency has agreed to convey fee title to the Land (including any buildings, structures or other improvements thereon) to GLDC by way of a Quitclaim Deed dated August __, 2010 (the "OCIDA Deed"), which OCIDA Deed will be recorded in the Office of the Clerk of Oneida County; and

GLDC has agreed to convey fee title to the Land (including any buildings, structures or other improvements thereon) to the Company by way of a Bargain and Sale Deed dated August __, 2010 (the "GLDC Deed"), which GLDC Deed will be recorded in the Office of the Clerk of Oneida County; and

The Company has agreed to grant the Agency a leasehold interest in and to the Facility by way of a Lease Agreement dated as of August 1, 2010 (the "Lease Agreement") by and between the Agency and the Company; and

The Company has agreed with the Agency, on behalf of the Agency and as the Agency's agent, to acquire, construct, renovate and equip the Facility in accordance with the Plans and Specifications; and

The Agency proposes to lease the Facility to the Company, and the Company desires to rent the Facility from the Agency, upon the terms and conditions set forth in this Leaseback Agreement; and

The Company subleases a 35,718± gross square foot portion of the Facility (the "AIS Facility") to Assured Information Security ("Sublessee") for its operation upon the terms and conditions set forth in a Sublease Agreement (the "Sublease Agreement"), dated July 1, 2010; and

The Company proposes to retain the 10,782± gross square foot balance of the Facility (the "Company Facility") to lease to prospective subtenants, including Sublessee; and

Enhanced Capital New Market Development Fund V, LLC, a Louisiana limited liability company with offices at 201 St. Charles Avenue, Suite 3700, New Orleans, Louisiana 70170 (the "Sub-CDE") is willing to finance a portion of the cost of the Facility by making a loan to the Company in the original principal sum of \$9,000,000.00 (the "Sub-CDE Loan") to be secured by, among other things, (a) a Mortgage and Security Agreement dated _____, 2010 (the "Sub-CDE Mortgage"), given by the Agency and the Company to the Sub-CDE, (b) a Pledge and Assignment dated _____, 2010 (the "Sub-CDE Pledge"), given by the Agency and the Company to the Sub-CDE and (c) an Assignment of Leases and Rents dated _____, 2010 (the "Sub-CDE Assignment") given by the Agency and the Company to the Sub-CDE, which Sub-CDE Mortgage, Sub-CDE Pledge and Sub-CDE Assignment shall be recorded with the Clerk of Oneida County (the "Clerk"); and

Oneida Savings Bank, a New York savings bank with offices at 182 Main Street, Oneida, New York 13421-1676 (the "Lender") wishes to finance a portion of the cost of the Facility by making a loan to the Company in the original principal sum of \$1,585,416.00 (the "OSB Loan") to be secured by (a) a Mortgage and Security Agreement dated _____, 2010 (the "OSB Mortgage"), given by the Agency and the Company to the Lender, (b) a Pledge and Assignment dated _____, 2010 (the "OSB Pledge"), given by the Agency and the Company to the Lender; and (c) an Assignment of Leases and Rents dated _____, 2010 (the "OSB Assignment"), given by the Agency and the Company to the Lender, which OSB Mortgage, OSB Pledge and OSB Assignment shall be recorded with the Clerk; and

The Agency is the owner of a 4.526± acre parcel of land located at 725 Daedalian Drive, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "GLDC Land"); and

The Lender wishes to finance a portion of the cost of the Facility by making a loan to GLDC in the original principal sum of \$2,776,860.00 (the "OSB Loan B") to be secured by the GLDC Land through (a) a Mortgage and Security Agreement dated _____, 2010 (the "OSB Mortgage B"), given by the Agency and GLDC to the Lender, (b) a Pledge and Assignment dated _____, 2010 (the "OSB Pledge B"), given by the Agency to the Lender with acknowledgment by GLDC; and (c) an Assignment of Leases and Rents dated _____, 2010 (the "OSB Assignment B"), given by the Agency and GLDC to the Lender, which OSB Mortgage B, OSB Pledge B and OSB Assignment B shall be recorded with the Clerk; and

The Lender wishes to finance a portion of the cost of the Facility by making an additional loan to GLDC in the original principal sum of \$780,000.00 (the "OSB Loan C") to be secured by the GLDC Land through (a) a Mortgage and Security Agreement dated _____, 2010 (the "OSB Mortgage C"), given by the Agency and GLDC to the Lender, (b) a Pledge and Assignment dated _____, 2010 (the "OSB Pledge C"), given by the Agency to the Lender with acknowledgment by GLDC; and (c) an Assignment of Leases and Rents dated _____, 2010 (the "OSB Assignment C"), given by the Agency and GLDC to the Lender, which OSB Mortgage C, OSB Pledge C and OSB Assignment C shall be recorded with the Clerk; and

Economic Development Growth Corporation ("EDGE") wishes to finance a portion of the cost of the Facility by making a loan to GLDC in the original principal sum of \$500,000.00 (the "EDGE Loan C") to be secured by the GLDC Land through (a) a Mortgage and Security Agreement dated _____, 2010 (the "EDGE Mortgage C"), given by the Agency and GLDC to EDGE, (b) a Pledge and Assignment dated _____, 2010 (the "EDGE Pledge C"), given by the Agency to EDGE with acknowledgment by GLDC; and (c) an Assignment of Leases and Rents dated _____, 2010 (the "EDGE Assignment C"), given by the Agency and GLDC to EDGE, which EDGE Mortgage C, EDGE Pledge C and EDGE Assignment C shall be recorded with the Clerk; and

Mohawk Valley Rehabilitation Corporation ("MORECO") wishes to finance a portion of the cost of the Facility by making a loan to GLDC in the original principal sum of \$200,000.00 (the "MORECO Loan A") to be secured by the GLDC Land through (a) a Mortgage and Security Agreement dated _____, 2010 (the "MORECO Mortgage A"), given by the Agency and GLDC to MORECO, (b) a Pledge and Assignment dated _____, 2010 (the "MORECO Pledge A"), given by the Agency to MORECO with acknowledgment by GLDC; and (c) an Assignment of Leases and Rents dated _____, 2010 (the "MORECO Assignment A"), given by the Agency and GLDC to MORECO, which MORECO Mortgage A, MORECO Pledge A and MORECO Assignment A shall be recorded with the Clerk; and

Rome Industrial Development Corporation ("RIDC") wishes to finance a portion of the cost of the Facility by making a loan to GLDC in the original principal sum of \$75,000.00 (the "RIDC Loan A") to be secured by the GLDC Land through (a) a Mortgage and Security Agreement dated _____, 2010 (the "RIDC Mortgage A"), given by the Agency and GLDC to RIDC, (b) a Pledge and Assignment dated _____, 2010 (the "RIDC Pledge A"), given by the Agency to RIDC with acknowledgment by GLDC; and (c) an Assignment of Leases and Rents dated _____, 2010 (the "RIDC Assignment A"), given by the Agency and GLDC to RIDC, which RIDC Mortgage A, RIDC Pledge A and RIDC Assignment A shall be recorded with the Clerk.

AGREEMENT

For and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto do hereby mutually agree as follows:

ARTICLE I

DEFINITIONS

All capitalized terms used in this Leaseback Agreement and not otherwise defined shall have the meanings assigned thereto in the Schedule of Definitions attached hereto as Schedule A.

ARTICLE II

REPRESENTATIONS AND COVENANTS

Section 2.1 Representations and Covenants of Agency. The Agency makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Agency is duly established and validly existing under the provisions of the Act and has full legal right, power and authority to execute, deliver, and perform each of the Agency Documents and the other documents contemplated thereby. Each of the Agency Documents and the other documents contemplated thereby has been duly authorized, executed and delivered by the Agency.

(b) The Agency will cause the Land to be released from the Prime Lease, title to the Land to be conveyed to GLDC, accept a leasehold interest in the Facility, the Improvements to be constructed and renovated and the Equipment to be acquired and installed and will lease the Facility to the Company pursuant to this Leaseback Agreement, all for the Public Purposes of the State.

(c) On June 1, 2010, the Common Council of the City of Rome adopted SEQRA findings and granted site plan approval for the Facility; and

(d) By resolution adopted on June 18, 2010, the Agency determined that, based upon the review by the Agency of the materials submitted and the representation made by the Company relating to the Facility, the Facility would not have a "significant impact" or "significant effect" on the environment within the meaning of the SEQR Act.

(e) Neither the execution and delivery of any of the Agency Documents and the other documents contemplated thereby nor the consummation of the transactions contemplated thereby nor the fulfillment of or compliance with the provisions of any of the Agency Documents and the other documents contemplated thereby, will conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of the Act, any other law or ordinance of the State or any political subdivision thereof or of the Agency's Certificate of Establishment or By-laws, as amended, or of any corporate restriction or any agreement or instrument to which the Agency is a party or by which it is bound, or result in the creation or imposition of any Lien of any nature upon any of the Property of the Agency under the terms of the Act or any such law, ordinance, Certificate of Establishment, By-laws, restriction, agreement or instrument, except for Permitted Encumbrances.

(f) Each of the Agency Documents and the other documents contemplated thereby constitutes a legal, valid and binding obligation of the Agency enforceable against the Agency in accordance with its terms.

(g) The Agency has been induced to enter into this Leaseback Agreement by the undertaking of the Company to utilize the Facility in Oneida County, New York. (h) The Agency shall, throughout the Lease Term, take all actions and make all reports on its part required to be taken or made pursuant to the provision of the Act.

Section 2.2 Representations and Covenants of the Company. The Company makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized and validly existing under the laws of the State of New York, and has full legal right, power and authority to execute, deliver and perform each of the Company Documents and the other documents contemplated thereby. Each of the Company Documents and the other documents contemplated thereby has been duly authorized, executed and delivered by the Company.

(b) Neither the execution and delivery of any of the Company Documents and the other documents contemplated thereby or the consummation of the transactions contemplated thereby nor the fulfillment of or compliance with the provisions of any of the Company Documents and the other documents contemplated thereby, will conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of any law or ordinance of the State or any political subdivision thereof, or any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or result in the creation or imposition of any Lien of any nature upon any of the Property of the Company under the terms of any such law, ordinance, restriction, agreement or instrument, except for Permitted Encumbrances.

(c) To the best of the Company's knowledge, without independent investigation or inquiry, the Facility and the design, acquisition, construction, renovation, equipping and operation thereof will conform with all applicable zoning, planning, building and environmental laws, ordinances, rules and regulations of governmental authorities having jurisdiction over the Facility. The Company shall defend, indemnify and hold harmless the Agency for expenses, including reasonable attorneys' fees, resulting from any failure of the Company to comply with the provisions of this subsection.

(d) Each of the Company Documents and the other documents contemplated thereby constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms.

(e) The Company will use its best efforts to complete or cause the completion of the acquisition, construction, renovation and equipping of the Facility in accordance with the terms and provisions of the Plans and Specifications, if any.

(f) The Facility is and will continue to be a "project," as such quoted term is defined in the Act. The Company will not take any action, or fail to take any action, which would cause the Facility to not constitute a "project" as such quoted term is defined in the Act.

ARTICLE III

[RESERVED]

ARTICLE IV

ACQUISITION, CONSTRUCTION, RENOVATION
AND EQUIPPING OF FACILITY

Section 4.1 Acquisition, Construction, Renovation and Equipping of Facility.

(a) The Company agrees that, on behalf of the Agency, the Company will acquire, construct, renovate and equip the Facility in accordance with the Plans and Specifications, if any, and will improve the AIS Facility in accordance with the terms of the Sublease Agreement.

(b) Subject to the terms of the Sublease Agreement, the Company may revise the plans and specifications, if any, from time to time so long as the Facility continues to be a "project" as defined in the Act.

(c) The Agency hereby appoints the Company its true and lawful agent, and the Company hereby accepts such agency (i) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instruction with any other Persons, and in general to do all things which may be requisite or proper, all for constructing the Improvements and acquiring and installing the Equipment with the same powers and with the same validity as the Agency could do if acting on its own behalf, (iii) to pay all fees, costs and expenses incurred in the construction and renovation of the Improvements and the acquisition and installation of the Equipment, and (iv) to ask, demand, sue for, levy, recover and receive all such sums or money, debts, dues and other demands whatsoever which may be due, owing and payable to the Agency under the terms of any contract, order, receipt, or writing in connection with the construction and renovation of the Improvements and the acquisition and installation of the Equipment, and to enforce the provisions of any contract, agreement, obligation, bond or other performance security.

(d) The Agency shall enter into, and accept the assignment of, such contracts as the Company may request in order to effectuate the purposes of this Section 4.1.

(e) The Company, as agent for the Agency, shall comply with all provisions of the Labor Law of the State applicable to the construction and renovation of the Facility and shall include in all construction contracts all provisions that may be required to be inserted therein by such provisions. Except as provided in the preceding sentence, the provision of this subsection does not create any obligations or duties not created by applicable law outside of the terms of this Leaseback Agreement.

Section 4.2 [Reserved]

Section 4.3 [Reserved]

Section 4.4 [Reserved]

Section 4.5 Remedies to be Pursued Against Contractors, Subcontractors, Materialmen and their Sureties. In the event of a default by any contractor, subcontractor, materialman or other Person under any contract made by it in connection with the Facility or in the event of a breach of warranty or other liability with respect to any materials, workmanship, or performance guaranty, the Company at its

expense, either separately or in conjunction with others, may pursue any and all remedies available to it and the Agency, as appropriate, against the contractor, subcontractor, materialman or other Person so in default and against any surety for the performance of such contract. The Company, in its own name or in the name of the Agency, may prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor, materialman or surety or other Person which the Company deems reasonably necessary, and in such event the Agency, at the Company's expense, hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the Agency in any such action or proceeding. The Company shall advise the Agency of any actions or proceedings taken hereunder.

ARTICLE V

DEMISING CLAUSES AND RENTAL PROVISIONS

Section 5.1 Demise of Facility. The Agency hereby leases the Facility, consisting of the Land as particularly described in Exhibit A attached hereto, the Improvements and the Equipment as particularly described in Exhibit B attached hereto, to the Company and the Company hereby takes the Facility from the Agency upon the terms and conditions of this Leaseback Agreement.

Section 5.2 Duration of Lease Term; Quiet Enjoyment.

(a) The Agency shall deliver to the Company sole and exclusive possession of the Facility (subject to Sections 8.3 and 10.2 hereof) and the leasehold estate created hereby shall commence on the Closing Date and the Company shall accept possession of the Facility on the Closing Date.

(b) Except as provided in Section 10.2 hereof, the leasehold estate created hereby shall terminate at 11:59 p.m. on December 31, 2056 or on such earlier date as may be permitted by Section 11.1 hereof.

(c) Except as provided in Sections 8.3 and 10.2 hereof, the Agency shall neither take nor suffer or permit any action to prevent the Company during the Lease Term from having quiet and peaceable possession and enjoyment of the Facility and will, at the request of the Company and at the Company's cost, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Facility as hereinabove provided.

Section 5.3 Rents and Other Amounts Payable.

(a) The Company shall pay basic rent for the Facility as follows: Five Hundred Dollars (\$500.00) per year commencing on the Closing Date and on the First Business Day of each and every July thereafter during the Lease Term.

(b) In addition to the payments of rent pursuant to Section 5.3(a) hereof, throughout the Lease Term, the Company shall pay to the Agency as additional rent, within ten (10) days of receipt of demand therefor, the expenses of the Agency and the members thereof incurred (i) by reason of the Agency's ownership or leasing of the Facility or (ii) in connection with the carrying out of the Agency's duties and obligations under the Agency Documents, the payment of which is not otherwise provided for under this Leaseback Agreement. The foregoing shall not be deemed to include any annual or continuing administrative or management fee beyond any initial administrative fee or fee for services rendered by the Agency.

(c) The Company, under the provisions of this Section 5.3, agrees to make the above-mentioned payments in immediately available funds and without any further notice in lawful money of the United States of America. In the event the Company shall fail to timely make any payment required in Section 5.3(a) or 5.3(b), the Company shall pay the same together with interest on such payment at a rate equal to two percent (2%) plus the prime rate as established by Bank of America or its successor, but in no event at a rate higher than the maximum lawful prevailing rate, from the date on which such payment was due until the date on which such payment is made.

Section 5.4 Obligations of the Company Hereunder Unconditional. The obligations of the Company to make the payments required in Section 5.3 hereof, and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Company, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it may otherwise have against the Agency or any other Person. The Company agrees it will not (i) suspend, discontinue or abate any payment required hereunder, (ii) fail to observe any of its other covenants or agreement in this Leaseback Agreement or (iii) terminate this Leaseback Agreement for any cause whatsoever except as otherwise herein provided.

Subject to the foregoing provisions, nothing contained in this Section shall be construed to release the Agency from the performance of any of the agreements on its part contained in this Leaseback Agreement or to affect the right of the Company to seek reimbursement, and in the event the Agency should fail to perform any such agreement, the Company may institute such separate action against the Agency as the Company may deem necessary to compel performance or recover damages for non-performance, and the Agency covenants that it will not, subject to the provisions of Section 8.3 and Article X hereof, take, suffer or permit any action which will adversely affect, or create any defect in its title to the Facility or which will otherwise adversely affect the rights or estate of the Company hereunder, except upon written consent of the Company.

Section 5.5 [Reserved]

Section 5.6 [Reserved]

ARTICLE VI

MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE

Section 6.1 Maintenance and Modifications of Facility by the Company.

(a) The Company shall not abandon the Facility or cause or permit any waste to the Improvements. During the Lease Term, the Company shall not remove any part of the Facility outside of the jurisdiction of the Agency and shall (i) keep the Facility in as reasonably safe condition as its operation shall permit; (ii) make all necessary repairs and replacements to the Facility (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen); and (iii) operate the Facility in a sound and economic manner.

(b) The Company from time to time may make any structural additions, modifications or improvements to the Facility or any part hereof, provided such actions do not adversely affect the structural integrity of the Facility. All such additions, modifications or improvements made by the Company shall become a part of the Facility and the Property of the Agency. The Company agrees to deliver to the Agency all documents that may be necessary or appropriate to convey to the Agency title to such Property.

Section 6.2 Installation of Additional Equipment. Subject to the provisions of Section 8.10 hereof, the Company, the Sublessee, and their respective permitted sublessees from time to time may install additional machinery, equipment or other personal property in the Facility (which may be attached or affixed to the Facility), and such machinery, equipment or other personal property shall not become, or be deemed to become, a part of the Facility. The Company from time to time may create or permit to be created any Lien on such machinery, equipment and other personal property from the Facility. Further, the Company from time to time may remove or permit the removal of such machinery, equipment and other personal property from the Facility, provided that any such removal of such machinery, equipment or other personal property shall not occur (i) if any Event of Default which has not been cured has occurred; or (ii) if any such removal shall adversely affect the structural integrity of the Facility or impair the overall operating efficiency of the Facility for the purposes for which it is intended, and provided further, that if any damage is occasioned to the Facility by such removal, the Company agrees to promptly repair such damage at its own expense.

Section 6.3 Taxes, Assessments and Utility Charges.

(a) The Company agrees to pay, as the same become due and before any fine, penalty, interest (except interest which is payable in connection with legally permissible installment payments) or other cost that may be added thereto or become due or be imposed by operation of law for the non-payment thereof, (i) all taxes, payments in lieu of taxes and governmental charges of any kind whatsoever which may at anytime be lawfully assessed or levied against or with respect to the Facility and any machinery, equipment or other Property installed or brought by the Company therein or thereon, including, without limiting the generality of the foregoing, any sales or use taxes imposed with respect to the Facility or any part or component thereof, or the rental or sale of the Facility or any part hereof and any taxes levied upon or with respect to the income or revenues of the Agency from the Facility; (ii) all utility and other charges, including service charges, incurred or imposed for or with respect to the operation, maintenance, use, occupancy, upkeep and improvement of the Facility; (iii) all assessments and charges of any kind whatsoever lawfully made by any governmental body for public improvements; and (iv) all payments under the PILOT Agreement; provided that, with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Company shall be obligated under this Leaseback Agreement to pay only such installments as are required to be paid during the Lease Term.

(b) The Company may in good faith contest any such taxes, assessments and other charges. In the event of any such proceedings, the Company may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such proceedings and any appeal therefrom, provided, however, that (i) neither the Facility nor any part thereof or interest therein would be in any immediate danger of being sold, forfeited or lost by reason of such proceedings and (ii) the Company shall have set aside on its books adequate reserves with respect thereto and shall have furnished such security, if any, as may be required in such proceedings or requested by the Agency.

(c) The Agency agrees that if it or the Company contests any taxes, assessments or other charges provided for in paragraph (b) hereof, all sums returned, as a result thereof, will be promptly transmitted by the Agency to the Company and that the Company shall be entitled to retain all such amounts.

(d) Within thirty (30) days of receipt of written request therefor, the Company shall deliver to the Agency official receipts of the appropriate taxing authorities or other proof reasonably satisfactory to the Agency evidencing payment of any tax.

Section 6.4 Insurance Required. At all times throughout the Lease Term, the Company shall, at its sole cost and expense, maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type and shall pay, as the same become due and payable, all premiums with respect thereto, including, but not necessarily limited to:

(a) Insurance against loss or damage by fire, lightning and other casualties customarily insured against, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the completed improvements, exclusive of footings and foundations, as determined by a recognized appraiser or insurer selected by the Company. During the Construction Period, such policy shall be written in the so-called "Builder's Risk Completed Value Non-Reporting Form" and shall contain a provision granting the insured permission to complete and/or occupy.

(b) Workers' compensation insurance, disability benefits insurance and each other form of insurance which the Company or any permitted sublessee is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company or any permitted sublessee who are located at or assigned to the Facility. This coverage shall be in effect from and after the completion date or on such earlier date as any employees of the Company, any permitted sublessee, any contractor or subcontractor first occupy the Facility.

(c) Insurance protecting the Agency and the Company against loss or losses from liability imposed by law or assumed in any written contract (including the contractual liability assumed by the Company under Section 8.2 hereof) and arising from personal injury, including bodily injury or death, or damage to the property of others, caused by an accident or occurrence with a limit of liability of not less than \$1,000,000.00 (combined single limit for personal injury, including bodily injury or death, and property damage), comprehensive automobile liability including all owned, non-owned and hired autos with a limit of liability of not less than \$1,000,000.00 (combined single limit or equivalent for personal injury, including bodily injury or death, and property damage) protecting the Agency and the Company against any loss or liability or damage for personal injury, including bodily injury or death, or property damage.

(d) Comprehensive auto liability, including all owned, non-owned and hired autos, with a limit of liability of not less than \$1,000,000.00 (combined single limit for personal injury, including bodily injury or death, and property damage).

(e) A policy or policies of flood insurance in an amount which will adequately insure the Facility or the maximum amount of flood insurance available with respect to the Facility under the Flood Disaster Protection Act of 1973, as amended, whichever is less. This requirement will be waived upon presentation of evidence satisfactory to the Agency that no portion of the Land is located within an area identified by the U.S. Department of Housing and Urban Development as having special flood hazards.

Section 6.5 Additional Provisions Respecting Insurance.

(a) All insurance required by Section 6.4 hereof shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the entity required to procure the same and authorized to write such insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the procuring entity is engaged. All policies evidencing the insurance required by Section 6.4 hereof shall provide for at least thirty (30) days' prior written notice of the restriction, cancellation or modification thereof to the Agency.

The policy evidencing the insurance required by Section 6.4(c) hereof shall name the Agency as an additional named insured. All policies evidencing the insurance required by Sections 6.4(c) shall name the Agency and the Company as additional named insureds. The policies under Section 6.4(a) shall contain appropriate waivers of subrogation.

(b) All policies or certificates (or binders) of insurance required by Sections 6.4 hereof shall be submitted to the Agency on or before the Closing Date. The Company shall deliver to the Agency before the renewal date of each policy a certificate dated not earlier than the immediately preceding month reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance of the types and in the amounts required by Section 6.4 hereof and complying with the additional requirements of Section 6.5(a) hereof. Prior to the expiration of each such policy, the Company shall furnish the appropriate Person with evidence that such policy has been renewed or replaced or is no longer required by this Leaseback Agreement. The Company shall provide such further information with respect to the insurance coverage required by this Leaseback Agreement as the Agency may from time to time reasonably require.

Section 6.6 Application of Net Proceeds of Insurance. The net proceeds of the insurance carried pursuant to the provisions of Section 6.4 hereof shall be applied as set forth in the Sublease Agreement. Once the term of the Sublease Agreement, including any renewed or extended terms, has expired or has been terminated, the net proceeds shall be applied as follows: (i) the net proceeds of the insurance required by Sections 6.4(a) and (e) hereof shall be applied as provided in Section 7.1 hereof, and (ii) the net proceeds of the insurance required by Sections 6.4(b), (c), and (d) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 6.7 Right of Agency to Pay Taxes, Insurance Premiums and Other Charges. If the Company fails (i) to pay any tax, together with any fine, penalty, interest or cost which may have been added thereto or become due or been imposed by operation of law for nonpayment thereof, or payments-in-lieu-of-taxes pursuant to the PILOT Agreement, assessment or other governmental charge required to be paid by Section 6.3 hereof, (ii) to maintain any insurance required to be maintained by Section 6.4 hereof, (iii) to pay any amount required to be paid by any law or ordinance relating to the use or occupancy of the Facility or by any requirement, order or notice of violation thereof issued by any governmental person, (iv) to pay any mechanic's Lien which is recorded or filed against the Facility or any part thereof (unless contested in accordance with the provision of Section 8.9(b) hereof), (v) to pay any real property transfer gains tax, together with any interest and penalties thereon, which is due and payable by reason of a conveyance of the leasehold estate in and to the Facility pursuant to a judicial sale in any foreclosure action or by deed and/or assignment in lieu of foreclosure or (vi) to pay any other amount or perform any act hereunder required to be paid or performed by the Company hereunder, the Agency may but shall not be obligated to pay or cause to be paid such tax or payments-in-lieu-of-taxes pursuant to the PILOT Agreement, assessment or other governmental charge or the premium for such insurance or any such other payment or may perform any such act. No such payment shall be made or act performed by the Agency until at least ten (10) days shall have elapsed since notice shall have been given by the Agency to the Company, and in the case of any tax, assessment or governmental charge or the amounts specified in paragraphs (iii), (v) and (vi) hereof, no such payment shall be made in any event if the Company is contesting the same in good faith to the extent and as permitted by this Leaseback Agreement unless an Event of Default hereunder shall have occurred and be continuing. Notwithstanding the provisions of this Section 6.7, if, because of the Company's failure to make payments as described in this Section 6.7, either the Agency, or any of its respective members, directors, officers, agents (except the Company), or employees, shall be threatened with a fine, liability, expense or imprisonment, then the Agency may immediately make payment on behalf of the Company in avoidance thereof. No such payment by the Agency shall affect or impair any rights of the Agency hereunder

arising in consequence of such failure by the Company. The Company shall, on demand, reimburse the Agency for any amount so paid or for expenses or costs incurred in the performance of any such act by the Agency pursuant to this Section (which shall include all reasonable legal fees and disbursements), together with interest thereon from the date of payment of such amount, expense or cost by the Agency at two percent (2%) above the prime rate as established by Bank of America or its successor.

ARTICLE VII

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 7.1 Damage or Destruction of the Facility.

(a) If the Facility or any part or component shall be damaged or destroyed (in whole or in part) at any time during the Lease Term:

(i) the Agency shall have no obligation to replace, repair, rebuild, restore or relocate the Facility; and

(ii) there shall be no abatement or reduction in the amounts payable by the Company under this Leaseback Agreement (whether or not the Facility is replaced, repaired, rebuilt, restored or relocated); and

(iii) upon the occurrence of such damage or destruction, the net proceeds derived from the insurance shall be paid in accordance with the terms of the Mortgages, so long as the Mortgages are in effect. After the release of the Mortgages, the net proceeds derived from the insurance shall be paid to the Company, except as otherwise provided in Section 11.1 and subsection (d) hereof, or under the terms and conditions of the Sublease.

(b) Any replacements, repairs, rebuilding, restorations or relocations of the Facility by the Company after the occurrence of such damage or destruction shall be subject to the following conditions:

(i) the Facility shall be in substantially the same condition and value as an operating entity as existed prior to the damage or destruction;

(ii) the Facility shall continue to constitute a "project" as such term is defined in the Act; and

(iii) the Facility will be subject to no Liens, other than Permitted Encumbrances and/or the Mortgages.

(c) All such repair, replacement, rebuilding, restoration or relocation of the Facility shall be effected with due diligence in a good and workmanlike manner in compliance with all applicable legal requirements, shall be promptly and fully paid for by the Company in accordance with the terms of the applicable contracts, and shall automatically become a part of the Facility as if the same were specifically provided herein.

(d) If the Company shall exercise its option to terminate this Leaseback Agreement pursuant to Section 11.1 hereof, such net proceeds shall be applied to the payment of the amounts required to be paid by Section 11.2 hereof. If an Event of Default hereunder shall have occurred and the Agency shall

have exercised its remedies under Section 10.2 hereof, such net proceeds shall be applied to the payment of the amounts required to be paid by Section 10.2 and Section 10.4 hereof.

Section 7.2 Condemnation.

(a) If title to or use of the Facility shall be taken by Condemnation (in whole or in part) at any time during the Lease Term:

(i) the Agency shall have no obligation to replace, repair, rebuild, restore or relocate the Facility or acquire, by construction or otherwise, facilities of substantially the same nature as the Facility ("Substitute Facilities"); and

(ii) there shall be no abatement or reduction in the amounts payable by the Company under this Leaseback Agreement (whether or not the Facility is replaced, repaired, rebuilt, restored or relocated or Substitute Facilities acquired); and

(iii) upon the occurrence of such Condemnation, the net proceeds derived therefrom shall be paid in accordance with the terms of the Sublease Agreement. After the term of the Sublease Agreement, including any renewals or extensions, has expired or has been terminated, the net proceeds derived therefrom shall be paid to the Company except as otherwise provided in Section 11.1 and subsection (d) hereof, or under the terms of the Sublease.

(b) Any replacements, repairs, rebuilding, restorations, relocations of the Facility by the Company after the occurrence of such Condemnation or acquisition by the Company of Substitute Facilities shall be subject to the following conditions:

(i) the Facility or the Substitute Facilities shall be in substantially the same condition and value as an operating entity as existed prior to the Condemnation;

(ii) the Facility or the Substitute Facilities shall continue to constitute a "project" as such term is defined in the Act; and

(iii) the Facility or the Substitute Facilities will be subject to no Liens, other than Permitted Encumbrances, and/or the Mortgages.

(c) All such repair, replacement, rebuilding, restoration or relocation of the Facility shall be effected with due diligence in a good and workmanlike manner in compliance with all applicable legal requirements, shall be promptly and fully paid for by the Company in accordance with the terms of the applicable contracts, and shall automatically become a part of the Facility as if the same were specifically described herein.

(d) If the Company shall exercise its option to terminate this Leaseback Agreement pursuant to Section 11.1 hereof, such net proceeds shall be applied to the payment of the amounts required to be paid by Section 11.2 hereof. If any Event of Default hereunder shall have occurred and the Agency shall have exercised its remedies under Section 10.2 hereof, such net proceeds shall be applied to the payment of the amounts required to be paid by Section 10.2 and Section 10.4 hereof.

Section 7.3 Condemnation of Company-Owned Property. The Company shall be entitled to the proceeds of any Condemnation award or portion thereof made for damage to or taking of any Property, which, at the time of such damage or taking, is not part of the Facility.

Section 7.4 Waiver of Real Property Law Section 227. The Company hereby waives the provisions of Section 227 of the Real Property Law of the State or any law of like import now or hereafter in effect.

ARTICLE VIII

SPECIAL COVENANTS

Section 8.1 No Warranty of Condition or Suitability by Agency. THE AGENCY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE FACILITY OR THAT IT IS OR WILL BE SUITABLE FOR THE COMPANY'S PURPOSES OR NEEDS.

Section 8.2 Hold Harmless Provisions.

(a) The Company agrees that the Agency, its directors, members, officers, agents (except the Company) and employees shall not be liable for and agrees to defend, indemnify, release and hold the Agency, its directors, members, officers, agents (except the Company) and employees harmless from and against any and all (i) liability for loss or damage to Property or injury to or death of any and all Persons that may be occasioned by, directly or indirectly, any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation or the use thereof or the presence of any Person or Property on, in or about the Facility or the Land or (ii) liability arising from or expense incurred by the Agency's acquiring, constructing, renovating, equipping, owning and leasing the Facility, including without limiting the generality of the foregoing, all claims arising from the breach by the Company of any of its covenants contained herein, the exercise by the Company of the authority conferred upon it pursuant to Section 4.1(d) of this Leaseback Agreement and all causes of action and attorneys' fees and any other expenses incurred in defending any claims, suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities or expenses of the Agency are not incurred or do not result from the gross negligence or intentional or willful wrongdoing of the Agency, or any of its directors, members, agents (except the Company) or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency or any of its members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability.

(b) Notwithstanding any other provisions of this Leaseback Agreement, the obligations of the Company pursuant to this Section 8.2 shall remain in full force and effect after the termination of this Leaseback Agreement until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters herein described may be brought and payment in full or the satisfaction of such claim, cause of action or prosecution relating to the matters herein described and the payment of all expenses and charges incurred by the Agency, or its respective members, directors, officers, agents and employees, relating to the enforcement of the provisions herein specified.

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

Section 8.3 Right to Inspect Facility. The Agency and the duly authorized agents of the Agency shall have the right at all reasonable times to inspect the Facility.

Section 8.4 [Reserved].

Section 8.5 [Reserved].

Section 8.6 Agreement to File Annual Statements and Provide Information. The Company shall file with the New York State Department of Taxation and Finance an annual statement of the value of all sales and use tax exemptions claimed in connection with the Facility in compliance with Section 874(8) of the New York State General Municipal Law. The Company further agrees, whenever requested by the Agency, to provide and certify or cause to be provided and certified such information concerning the Company, its finances, its operations and its affairs as may be necessary to enable the Agency to make any report required by law, governmental regulation or any of the Agency Documents.

Section 8.7 Books of Record and Account; Financial Statements. The Company at all times agrees to maintain proper accounts, records and book in which full and correct entries shall be made, in accordance with generally accepted accounting principles, of all transactions and events relating to the business and affairs of the Company.

Section 8.8 Compliance With Orders, Ordinances, Etc.

(a) The Company, throughout the Lease Term, agrees that it will promptly comply, and cause any Sublessee or occupant of the Facility to comply, with all statutes, codes, laws, acts, ordinances, orders, judgments, authorizations, directions and requirements, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Facility or any part thereof or to the acquisition, construction, renovation and equipping thereof, or to any use, manner of use or condition of the Facility or any part thereof, of all federal, state, county, municipal and other governments, departments, commissions, boards, courts, authorities, officials and officers and companies or associations insuring the premises having jurisdiction of the Facility or any part thereof, or to the acquisition, construction and equipping thereof, or to any use, manner of use or condition of the Facility or any part thereof. The Company shall furnish evidence of such compliance as the Agency may reasonably require with respect thereto. The Company shall provide to the Agency prior to closing of any loan all approvals required for the construction, renovation and operation of the Facility.

(b) The Company shall construct, renovate, equip, use, operate and manage the Facility, in accordance with all applicable Environmental Laws and Environmental Permits as defined in the Environmental Compliance and Indemnification Agreement, and shall cause all operators, tenants, subtenants, licensees and occupants of the Facility to construct, renovate, equip, use, operate and manage the Facility in accordance with any applicable Environmental Laws and Environmental Permits, and shall not cause, knowingly allow or permit the Facility or any part thereof to be operated or used for the storage, treatment, generation, transportation, processing, handling, production, management or disposal of any Hazardous Substances other than in accordance with all applicable Environmental Laws and Environmental Permits. The Company shall obtain and comply with, and shall cause all contractors, subcontractors, operators, tenants, subtenants, licensees and occupants of the Facility to obtain and comply with, all Environmental Permits. The Company shall not cause or knowingly permit any change to be made in the present or intended construction, renovation, equipping, use or operation of the Facility which would (i) involve the storage, treatment, generation, transportation, processing, handling, management, production or disposal of any Hazardous Substance other than in accordance with any applicable Environmental Law, or the construction, renovation, equipping, use or operation of the Facility as a landfill or waste management or disposal site or for manufacturing or industrial purposes or for the storage of petroleum or petroleum based products other than in accordance with any applicable Environmental Law, (ii) violate any applicable Environmental Laws, (iii) constitute a violation or non-

compliance with any Environmental Permit or (iv) increase the risk of a Release of any Hazardous Substance, as said terms are defined in the Environmental Compliance and Indemnification Agreement. The Company shall promptly provide the Agency with a copy of all notifications which the Company gives or receives with respect to environmental conditions at or in the vicinity of the Facility, any past or present Release or the threat of a Release of any Hazardous Substance on, at or from the Facility or any property adjacent to or within the immediate vicinity of the Facility. If the Company receives or becomes aware of any such notification that is not in writing or otherwise capable of being copied, the Company shall promptly advise the Agency of such verbal, telephonic or electronic notification and confirm such notice in writing. The Company shall undertake and complete all investigations, studies, sampling and testing and all removal or remedial actions necessary to contain, remove and clean up all Hazardous Substances that are or may become present at the Facility and are required to be removed and/or remediated in accordance with all applicable Environmental Laws and all Environmental Permits. The Company shall allow the Agency, its officers, members, employees, agents, representatives, contractors and subcontractors reasonable access to the Facility during regular business hours of the Company for the purposes of ascertaining the environmental conditions at, on or in the vicinity of the Facility, including, but not limited to, subsurface conditions. If at any time the Agency obtains any notice or information that the Company or the Facility or the construction, equipping, use or operation of the Facility may be in violation of an Environmental Law or in non-compliance with any Environmental Permit or standard, the Agency may require that a full or supplemental environmental inspection and audit report with respect to the Facility of a scope and level of detail reasonably satisfactory to the Agency be prepared by a professional environmental engineer or other qualified environmental scientist reasonably acceptable to the Agency, at the Company's sole cost and expense. Said audit may, but is not required to or limited to, include a physical inspection of the Facility, a records search, a visual inspection of any property adjacent to or within the immediate vicinity of the Facility, personnel interviews, review of all Environmental Permits and the conduct of a scientific testing. If necessary to determine whether a violation of an Environmental Law exists, such inspection shall also include subsurface testing for the presence of Hazardous Substances in the soil, subsoil, bedrock, surface water and/or groundwater. If said audit report indicates the presence of any Hazardous Substance or a Release or Disposal or the threat of a Release or Disposal of any Hazardous Substance on, at or from the Facility, the Company shall promptly undertake and diligently pursue to completion all necessary, appropriate investigative, containment, removal, clean up and other remedial actions required by any Environmental Law, using methods recommended by the professional engineer or other environmental scientist who prepared said audit report and acceptable to the appropriate federal, state and local agencies or authorities. For purposes of this Section, (i) "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Superfund Amendments and Reauthorization Act of 1986 (Pub.L. No. 99-499, 100 stat. 1613 (1986), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule, or regulation; (ii) "Hazardous Substance" means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum constituents, petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, pollutants, toxic pollutants, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), the Federal Waters Pollution Control Act, as amended (33 U.S.C. Sections 1251 et seq.), Articles 17 and 27 of the New York State Environmental Conservation Law or

any other applicable Environmental Law and the regulations promulgated thereunder; (iii) "Disposal" has the same meaning as given to that term in the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act, (42 U.S.C. Section 6901 et seq.); and (iv) "Release" has the same meaning as given to that term in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), and the regulations promulgated thereunder. The provisions of this Section shall be in addition to any and all other obligations and liabilities the Company may have to the Agency at common law or otherwise, and shall survive the transactions contemplated herein.

(c) The Company hereby covenants and agrees, at its sole cost and expense, to indemnify, protect, defend, save and hold harmless the Agency, its officers, directors, members, employees, agents and representatives acting in their official capacity, from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements or expenses (including, without limitation, reasonable attorneys' and reasonable experts' fees, expenses and disbursements, and reasonable attorneys' fees incurred to enforce the terms, conditions and provisions of this agreement) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against the Agency relating to, resulting from or arising out of (i) the environmental conditions at, on or in the vicinity of the Facility, (ii) the renovation, equipping, operation or use of the Facility in violation of any applicable Environmental Law for the storage, treatment, generation, transportation, processing, handling, management, production or disposal of any Hazardous Substance or as a landfill or other waste disposal site, or for military, manufacturing or industrial purposes or for the commercial storage of petroleum or petroleum based products or otherwise, (iii) the presence of any Hazardous Substance or a Release or Disposal or the threat of a Release or Disposal of any Hazardous Substance or waste on, at or from the Facility, (iv) the failure to promptly undertake and diligently pursue to completion all necessary, appropriate and legally authorized investigative, containment, removal, clean up and other remedial actions with respect to a Release or the threat of a Release of any Hazardous Substance on, at or from the Facility, required by any Environmental Law, (v) human exposure to any Hazardous Substance, noises, vibrations or nuisances of whatever kind to the extent the same arise from the condition of the Facility or the construction, equipping, ownership, use, sale, operation, conveyance or operation thereof in violation of any Environmental Law, (vi) a violation of any applicable Environmental Law, (vii) non-compliance with any Environmental Permit or (viii) a material misrepresentation or inaccuracy in any representation or warranty or a material breach of or failure to perform any covenant made by the Company in the Environmental Compliance and Indemnification Agreement (collectively, the "Indemnified Matters").

(d) Notwithstanding the provisions of subsections (a), (b) and (c) hereof, the Company may in good faith contest the validity or the applicability of any requirement of the nature referred to in such subsections (a) and (b) by appropriate legal proceedings conducted in good faith and with due diligence. In such event, the Company may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal therefrom, unless the Agency shall notify the Company that by failure to comply with such requirement or requirements, the Facility or any part thereof may be subject to loss, penalty or forfeiture, in which event the Company shall promptly take such action with respect thereto or provide such security as shall be reasonably satisfactory to the Agency. If at any time the then existing use or occupancy of the Facility shall, pursuant to any zoning or other law, ordinance or regulation, be permitted only so long as such use or occupancy shall continue, the Company shall use its reasonable efforts to not cause or permit such use or occupancy to be discontinued without the prior written consent of the Agency.

(e) Notwithstanding the provisions of this Section 8.8, if, because of a breach or violation of the provisions of subsections (a), (b) or (c) hereof (without giving effect to subsection (d) hereof), the

Agency or any of its members, directors, officers, agents, or employees, shall be threatened with a fine, liability, expense or imprisonment, then, upon notice from the Agency, the Company shall immediately provide legal protection and/or pay amounts necessary or take such other necessary action which, in the opinion of the Agency and its members, directors, officers, agents and employees deem sufficient, to the extent permitted by applicable law, to remove the threat of such fine, liability, expense or imprisonment.

(f) Notwithstanding any provisions of this Section, the Agency retains the right to defend itself in any action or actions which are based upon or in any way related to such Hazardous Materials and Hazardous Substances. In any such defense of itself, the Agency shall select its own counsel, and any and all costs of such defense, including, without limitation, reasonable attorney and consultant fees, reasonable investigation and laboratory fees, court costs, and litigation expenses, shall be paid by the Company.

(g) In the event there is a conflict between the terms of this Leaseback Agreement and the Environmental Compliance and Indemnification Agreement, the terms of the Environmental Compliance and Indemnification Agreement shall be controlling, it being the intention of the Agency, the Company and the Sublessee that the Sublessee's covenants and representations, and the Sublessee's obligation to indemnify with respect to any Environmental Matters shall be governed by and under the Environmental Compliance and Indemnification Agreement. In the event of an assignment and assumption of this Leaseback Agreement by and between the Company and the Sublessee, as provided under the terms and conditions of the Sublease Agreement, Agency and the Sublessee shall amend and modify this Leaseback Agreement to delete this Section 8.8 and restate it in its entirety with terms, covenants and conditions consistent with those applicable to the Sublessee under the Environmental Compliance and Indemnification Agreement.

Section 8.9 Discharge of Liens and Encumbrances.

(a) The Company, throughout the Lease Term, shall not permit or create or suffer to be permitted or created any Lien, except for Permitted Encumbrances, upon the Facility or any part thereof by reason of any labor, services or materials rendered or supplied or claimed to be rendered or supplied with respect to the Facility or any part thereof.

(b) Notwithstanding the provisions of subsection (a) hereof, the Company may in good faith contest any such Lien. In such event, the Company may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, unless the Agency shall notify the Company that by nonpayment of any such item or items, the Facility or any part thereof may be subject to loss or forfeiture, in which event the Company shall promptly secure payment of all such unpaid items by filing a bond, in form and substance satisfactory to the Agency, thereby causing such Lien to be removed or by taking such other actions as may be satisfactory to the Agency to protect their respective interests. Mechanics' Liens shall be discharged or bonded within thirty (30) days of the filing or perfection thereof.

Section 8.10 Identification of Equipment. All Equipment which is or may become the Property of the Agency pursuant to the provisions of this Leaseback Agreement shall be properly identified by the Company by such appropriate records, including computerized records, as may be approved by the Agency. All Equipment and other Property of whatever nature affixed or attached to the Land or used or to be used by the Company in connection with the Land or the Improvements shall be deemed presumptively to be owned by the Agency, rather than the Company, unless the same were utilized for purposes of construction of the Facility or were installed by the Company and title thereto was retained

by the Company as provided in Section 6.2 of this Leaseback Agreement and such Equipment and other Property were properly identified by such appropriate records as were approved by the Agency.

Section 8.11 Depreciation Deductions and Investment Tax Credit. The parties agree that, as between them, the Company shall be entitled to all depreciation deductions with respect to any depreciable property comprising a part of the Facility and to any investment credit with respect to any part of the Facility.

Section 8.12 Employment Opportunities, Notice of Jobs. The Company covenants and agrees that, in consideration of the participation of the Agency in the transactions contemplated herein, it will, except as otherwise provided by collective bargaining contracts or agreements to which it is a party, cause any new employment opportunities created in connection with the Facility to be listed with the New York State Department of Labor, Community Services Division and with the administrative entity of the service delivery area created pursuant to the Job Training Partnership Act (PL 97-300) in which the Facility is located (collectively the "Referral Agencies"). The Company also agrees that it will, except as otherwise provided by collective bargaining contracts or agreements to which it is a party, first consider for such new employment opportunities persons eligible to participate in federal job training partnership (PL 97-300) programs who shall be referred by the Referral Agencies.

Section 8.13 Limitation of Liability of the Agency. The liability of the Agency to the Company under this Leaseback Agreement shall be enforceable only out of the Agency's interest under this Leaseback Agreement, and there shall be no other recourse against the Agency, its officers, members, agents and employees, past, present or future, or any of the property now or hereafter owned by it or them.

ARTICLE IX

ASSIGNMENTS AND SUBLEASING; MORTGAGE AND PLEDGE OF INTERESTS

Section 9.1 Restriction on Sale of Facility; Release of Certain Land, Improvements and/or Equipment.

(a) Except as otherwise specifically provided in this Article IX and in Article X hereof, the Agency shall not sell, convey, transfer, encumber or otherwise dispose of the Facility or any part thereof or any of its rights under this Leaseback Agreement, without the prior written consent of the Company.

(b) Provided the rights of Sublessee under the Sublease Agreement are not affected, the Agency and the Company from time to time may release from the provisions of this Leaseback Agreement and the leasehold estate created hereby any part of, or interest in, the Land, the Improvements and/or the Equipment which is not necessary, desirable or useful for the Facility. In such event, the Agency, at the Company's sole cost and expense, shall execute and deliver, any and all instruments necessary or appropriate to so release such part of, or interest in, the Land, the Improvements and/or the Equipment and convey such title thereto or interest therein, free from the lien of the Mortgages, to the Company or such other Person as the Company may designate.

Section 9.2 Removal of Equipment.

(a) The Agency shall not be under any obligation to remove, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary item of Equipment. In any instance where the Company determines that any item of Equipment (except for the Fixtures) has become

inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company with the prior written consent of the Agency (which consent may not be unreasonably withheld but may be subject to such reasonable conditions as the Agency may deem appropriate), may remove such items from the Facility and may sell, trade-in, exchange or otherwise dispose of the same, as a whole or in part, provided that such removal will not materially impair the operation of the Facility for the purpose for which it is intended or change the nature of the Facility so that it does not constitute a "project" under the Act.

(b) The Agency shall execute and deliver to the Company all instruments necessary or appropriate to enable the Company to sell or otherwise dispose of any such item of Equipment. the Company shall pay any costs (including reasonable counsel fees) incurred in transferring title to any item of Equipment removed pursuant to this Section 9.2.

(c) The removal of any item of Equipment pursuant to this Section shall not entitle the Company to any abatement or diminution of the rents payable by it under this Leaseback Agreement.

Section 9.3 Assignment and Subleasing.

(a) This Leaseback Agreement may not be assigned, in whole or in part, and the Facility may not be subleased, in whole or in part, without the prior written consent of the Agency in each instance, except to Assured Information Security under and subject to the terms of the Sublease Agreement. Any assignment or sublease shall be on the following conditions, as of the time of such assignment or sublease:

(i) no assignment or sublease shall relieve the Company from primary liability for any of its obligations hereunder;

(ii) the assignee or sublessee shall assume the obligations of the Company hereunder to the extent of the interest assigned or subleased;

(iii) the Company shall, within (10) days after the delivery thereof, furnish or cause to be furnished to the Agency a true and complete copy of such assignment or sublease and the instrument of assumption;

(iv) Neither the validity nor the enforceability of the Leaseback Agreement shall be adversely affected thereby;

(v) the Facility shall continue to constitute a "project" as such quoted term is defined in the Act;

(vi) Transaction Counsel has delivered to the Agency, at the sole cost of the Company, an opinion letter confirming that, as a result of the purported assignment or sublease of the Facility, the Facility shall continue to constitute a "project" as such quoted term is defined in the Act; and

(vii) the proposed sublessee shall execute an Environmental Compliance and Indemnification Agreement and such other documents as the Agency and its counsel may reasonably require.

(b) If the Agency shall so request, as of the purported effective date of any assignment or sublease pursuant to subsection (a) of this Section 9.3, the Company at its cost shall furnish the Agency,

with an opinion, in form and substance satisfactory to the Agency, of Independent Counsel as to item (iv) above.

(c) The Agency has reviewed and hereby approves of and consents to the the Company Documents, including but not limited to the Sublease Agreement. The Agency agrees, at the Company's expense, to cooperate with the Company and the Sublessee and to execute and deliver those documents and agreements necessary to effect and consummate the transactions contemplated in the Sublease Agreement. The Company hereby indemnifies and holds the Agency harmless in connection with the Company Documents.

Section 9.4 Mortgage and Pledge of Agency's Interests to Lender and Others.

(a) The Agency is being requested to (i) mortgage its interest in the Facility, and (ii) pledge and assign its rights to and interest in this Leaseback Agreement and in all amounts payable by the Company pursuant to Section 5.3 hereof and all other provisions of this Leaseback Agreement (other than Unassigned Rights) to Lender and to the Sub-CDE. The Agency hereby consents to such mortgages, pledges and assignments by the Agency and the Company shall pay the reasonable attorneys' fees incurred by the Agency in connection with the same. Notwithstanding the foregoing, all indemnities herein contained shall subsequent to such mortgages, pledges and assignments continue to run to the Agency for its benefit.

(b) The Agency may be requested to (i) mortgage its interest in the Facility, and (ii) pledge and assign its rights to and interest in this Leaseback Agreement and in all amounts payable by the Company pursuant to Section 5.3 hereof and all other provisions of this Leaseback Agreement (other than Unassigned Rights) to a lending institution. The Agency shall not unreasonably withhold its consent to such mortgage, pledge and assignment by the Agency and the Company shall pay the reasonable attorneys' fees incurred by the Agency in connection with any such future mortgage financing. Notwithstanding the foregoing, all indemnities herein contained shall subsequent to such mortgage, pledge and assignment continue to run to the Agency for its benefit.

Section 9.5 [Reserved]

Section 9.6 Merger of Agency.

(a) Nothing contained in this Leaseback Agreement shall prevent the consolidation of the Agency with, or merger of the Agency into, or transfer of title to the entire Facility to any other public benefit corporation or political subdivision which has the legal authority to own and lease the Facility, provided that upon any such consolidation, merger or transfer, the due and punctual performance and observance of all the agreements and conditions of this Leaseback Agreement to be kept and performed by the Agency shall be expressly assumed in writing by the public benefit corporation or political subdivision resulting from such consolidation or surviving such merger or to which the Facility shall be transferred.

(b) Within thirty (30) days after the consummation of any such consolidation, merger or transfer of title, the Agency shall give notice thereof in reasonable detail to the Company and shall furnish to the Company, at the sole cost and expense of the Company, a favorable opinion of Independent Counsel as to compliance with the provisions of Section 9.6(a) hereof. The Agency promptly shall furnish such additional information with respect to any such transaction as the Company may reasonably request.

ARTICLE X

EVENTS OF DEFAULTS AND REMEDIES

Section 10.1 Events of Default Defined.

(a) The following shall be "Events of Default" under this Leaseback Agreement:

(i) the failure by the Company to pay or cause to be paid on the date due, the amount specified to be paid pursuant to Section 5.3(a) and (b) hereof and upon failure to cure such default within five (5) days of receipt of notice as herein provided;

(ii) the failure by the Company to observe and perform any covenant contained in Sections 8.6 and 9.3 hereof, within five (5) days after receipt of notice;

(iii) any representation or warranty of the Company herein or in any of the the Company Documents shall prove to have been false or misleading in any material respect;

(iv) the failure by the Company to observe and perform any covenant, condition or agreement hereunder on its part to be observed or performed (except obligations referred to in 10.1(a)(i), (ii), and (iii)) for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, given to the Company by the Agency;

(v) the failure by the Company to release, stay, discharge, lift or bond within thirty (30) days any execution, garnishment, judgment or attachment of such consequence as may impair its ability to carry on its operations; or the failure by the Company generally to pay its debts as they become due; or an assignment by the Company for the benefit of creditors; the commencement by the Company (as the debtor) of a case in Bankruptcy or any proceeding under any other insolvency law; or the commencement of a case in Bankruptcy or any proceeding under any other insolvency law against the Company (as the debtor) and a court having jurisdiction in the premises enters a decree or order for relief against the Company as the debtor in such case or proceeding, or such case or proceeding is consented to by the Company or remains undismissed for forty (40) days, or the Company consents to or admits the material allegations against it in any such case or proceeding; or a trustee, receiver or agent (however named) is appointed or authorized to take charge of substantially all of the property of the Company for the purpose of enforcing a lien against such Property or for the purpose of general administration of such Property for the benefit of creditors;

(vi) the invalidity, illegality or unenforceability of the PILOT Agreement or the failure of the Company to make payments thereunder when due; or

(vii) a breach of any covenant or representation contained in Section 8.8 hereof with respect to environmental matters.

(b) Notwithstanding the provisions of Section 10.1(a), if by reason of force majeure any party hereto shall be unable in whole or in part to carry out its obligations under Sections 4.1 and 6.1 of this Leaseback Agreement and if such party shall give notice and full particulars of such force majeure in writing to the other party, within a reasonable time after the occurrence of the event or cause relied upon, such obligations under this Leaseback Agreement of the party giving such notice (and only such obligations), so far as they are affected by such force majeure, shall be suspended during continuance of the inability, which shall include a reasonable time for the removal of the effect thereof. The term "force

majeure" as used herein shall include, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, acts, priorities or orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, governmental subdivisions, or officials, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident to machinery, transmission pipes or canals, shortages of labor or materials or delays of carriers, partial or entire failure of utilities, shortage of energy or any other cause or event not reasonably within the control of the party claiming such inability and not due to its fault. The party claiming such inability shall remove the cause for the same with all reasonable promptness. It is agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the party having difficulty, and the party having difficulty shall not be required to settle any strike, lockout and other industrial disturbances by acceding to the demands of the opposing party or parties.

Section 10.2 Remedies on Default.

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

(i) declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable: (A) all unpaid installments of rent payable pursuant to Section 5.3(a) and (b) hereof and (B) all other payments due under this Leaseback Agreement; provided, however, that if an Event of Default specified in Section 10.1(a)(v) hereof shall have occurred, such installments of rent and other payments due under this Leaseback Agreement shall become immediately due and payable without notice to the Company or the taking of any other action by the Agency;

(ii) terminate its leasehold interest in the Facility and terminate the PILOT Agreement. The Agency shall have the right to execute an appropriate termination document(s) with respect to the Facility and to place the same on record in the Oneida County Clerk's Office, at the expense of the Company, and in such event the Company waives delivery and acceptance of such deed. the Company does hereby appoint the Agency as its true and lawful agent to execute such instruments and documents as may be necessary and appropriate to effectuate such termination as aforesaid. Such appointment of the Agency as the agent of the Company shall be deemed to be an agency coupled with an interest and such appointment shall be irrevocable;

(iii) take any other action at law or in equity which may appear necessary or desirable to collect the payments then due or thereafter to become due hereunder, to secure possession of the Facility, and to enforce the obligations, agreements or covenants of the Company under this Leaseback Agreement.

(b) No action taken pursuant to this Section 10.2 (including repossession or conveyance of the Facility) shall relieve the Company from its obligation to make all payments required hereunder.

(c) After an Event of Default shall have occurred, the Company shall have the right upon notice to the Agency to enter the Facility with agents or representatives of the Agency to remove any equipment or other personalty owned by the Company if such equipment or personalty is not part of the Facility.

Section 10.3 Remedies Cumulative. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Leaseback Agreement or any of the other Transaction Documents or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agency to exercise any remedy reserved to it in this Article X, it shall not be necessary to give any notice, other than such notice as may be herein expressly required in this Leaseback Agreement.

Section 10.4 Agreement to Pay Attorneys' Fees and Expenses. In the event the Company should default under any of the provisions of this Leaseback Agreement and the Agency should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the Company herein contained, the Company shall, on demand therefor, pay to the Agency the reasonable fees of such attorneys and such other expenses so incurred.

Section 10.5 No Additional Waiver Implied by One Waiver. In the event any agreement contained herein should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.6 Recapture.

(a) Employment Obligation. In its Application for Financial Assistance, the Company has committed to the Sublessee maintaining eighty-one (81) full time equivalent jobs and creating thirty-nine (39) new, full time equivalent jobs as a result of the construction, renovation and equipping of the Facility (the "Employment Obligation"). The benefits relating to the AIS Facility under the PILOT Agreement are conditioned upon Sublessee meeting the Employment Obligation. The Sublessee has also committed to certain employment goals set forth in an Incentive Proposal dated June 3, 2010 and Exhibit C - Employment Goals and Recapture Terms that will be incorporated as part of the Final Grant Disbursement Agreement by and between the Company and Empire State Development Corporation (the "Incentive Proposal"), the terms of which are hereby incorporated by reference. Capitalized terms used herein and not otherwise defined shall have the same meanings as set forth in the Grant Disbursement Agreement.

(b) Employment Report. The Company shall submit to the Agency an annual employment report (the "Employment Report") as required under Section 8.6 herein for the purposes of determining whether the Sublessee has met the Employment Obligation. If the Company fails to file an Employment Report as required under Section 8.6, it shall be deemed to have not met the Employment Obligation.

(c) Facility Closure. If at any time during the Lease Term the Sublessee moves its facility to a facility outside of Oneida County and, as a result, fails to achieve the Employment Obligation, then the Agency may declare this Leaseback Agreement in default and immediately terminate the Leaseback Agreement and the PILOT Agreement.

(d) Shortfall.

(i) So long as the Grant Disbursement Agreement is in effect and the Company has met the Employment Obligation set forth therein, the Company shall be deemed to have met the Employment Obligation as it pertains to the PILOT Agreement. If at any time during the term of the Grant Disbursement Agreement the Full-time Permanent Employee Count is less than eighty-five (85%) percent of the Employment Obligation (a "Shortfall"), the PILOT Agreement shall be amended for the following year to reflect a real property tax exemption with respect to the AIS Facility in an amount equal to (a) the value of the real property tax exemption under the PILOT Agreement for the current year of the Lease Term divided by the Employment Obligation multiplied by (b) the difference between the Employment Obligation and the actual number of FTEs listed on the Employment Report multiplied by (c) 1.5.

(ii) If after the termination of the Grant Disbursement Agreement, a Shortfall shall have been deemed to occur if the Full-time Permanent Employee Count is less than eighty (80%) percent of the Employment Obligation, and the PILOT Agreement shall be amended for the following year to reflect a real property tax exemption with respect to the AIS Facility in an amount equal to (a) the value of the real property tax exemption under the PILOT Agreement for the current year of the Lease Term divided by the Employment Obligation multiplied by (b) the difference between the Employment Obligation and the actual number of FTEs listed on the Employment Report.

(iii) In the event of a Shortfall, the Agency shall notify the Company in writing of its intention to amend the PILOT, and the Company shall have until June 30 following the date of the notice to cure the Shortfall.

(iv) Notwithstanding any of the foregoing, a Shortfall shall not have occurred where the Shortfall is a result of a major casualty to or condemnation of the Facility.

(e) The Agency in granting benefits retains all rights to impose, delay or waive penalties and the right to deviate from these recapture provisions.

(f) No violation of these provisions in Section 10.6 will, in and of itself, constitute a default of any financing debt instrument.

Section 10.7 Subordination, Non-Disturbance and Attornment Agreement. At the request of the Company and Sublessee, Agency will enter into a Subordination Non-Disturbance and Attornment Agreement substantially in the form annexed to this Leaseback Agreement as Exhibit C.

ARTICLE XI

EARLY TERMINATION OF LEASEBACK AGREEMENT;
OPTION IN FAVOR OF THE COMPANY

Section 11.1 Early Termination of Leaseback Agreement. Provided the Sublease Agreement survives as a direct lease between the Company and Sublessee, the Company shall have the option to terminate this Leaseback Agreement at any time upon filing with the Agency a certificate signed by an Authorized Representative of the Company stating the Company's intention to terminate this Leaseback Agreement pursuant to this Section and the date upon which such payments required by Section 11.2 hereof shall be made (which date shall not be less than 45 nor more than 90 days from the date such certificate is filed) and upon compliance with the requirements set forth in Section 11.2 hereof.

Section 11.2 Conditions to Early Termination of Leaseback Agreement. In the event the Company exercises its option to terminate this Leaseback Agreement in accordance with the provisions of Section 11.1 hereof, the Company shall make the following payments:

(a) To the Agency or the Taxing Authorities (as such term is defined in the PILOT Agreement), as appropriate pursuant to the terms of the PILOT Agreement: all amounts due and payable under the PILOT Agreement as of the date of the conveyance described in Section 11.3 hereof.

(b) To the Agency: an amount certified by the Agency sufficient to pay all unpaid fees and expenses of the Agency incurred under the Agency Documents.

Section 11.3 Obligation to Purchase Facility. Upon termination or expiration of the Leaseback Term, in accordance with Sections 5.2 or 11.1 hereof, the Company shall purchase the Facility from the Agency for the purchase price of One Dollar (\$1.00). The Company shall purchase the Facility by giving written notice to the Agency (which may be contained in the certificate referred to in Section 11.1 hereof) (i) declaring the Company's election to purchase and (ii) fixing the date of closing such purchase, which shall be the date on which this Leaseback Agreement is to be terminated.

Section 11.4 Conveyance on Termination. Upon termination pursuant to Section 11.3 hereof, the Agency shall, upon receipt of the purchase price, deliver to the Company all necessary documents (i) to terminate the Agency's leasehold interest in and to the Property, as such Property exists, subject only to the following: (A) any Liens to which title to such Property was subject when the leasehold interest was conveyed to the Agency, (B) any Liens created at the request of the Company, to the creation of which the Company consented or in the creation of which the Company acquiesced, (C) any Permitted Encumbrances and (D) any Liens resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Leaseback Agreement or arising out of an Event of Default hereunder, and (ii) to release and convey to the Company all of the Agency's rights and interest in and to any rights of action or any net proceeds of insurance or Condemnation awards with respect to the Facility (but not including any Unassigned Rights). Upon the termination of the leasehold interest in the Facility by the Agency pursuant to this Article XI, the PILOT Agreement shall terminate.

ARTICLE XII
MISCELLANEOUS

Section 12.1 **Notices.** All notices, certificates and other communications hereunder shall be in writing and shall be either delivered personally or sent by certified mail, postage prepaid, return receipt requested, addressed as follows or to such other address as any party may specify in writing to the other:

To the Agency:

Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441
Attn: Executive Director

With a copy to:

Linda E. Romano, Esq.
Bond, Schoeneck & King, PLLC
501 Main Street
Utica, New York 13501

To the Company:

Cardinal Griffiss Realty, LLC
584 Phoenix Drive
Rome, New York 13441
Attn: Steven J. DiMeo, Authorized Representative

With a copy to:

Camille T. Kahler, Esq.
Saunders Kahler, L.L.P.
185 Genesee Street, Suite 1400
Utica, New York 13501

Section 12.2 **Binding Effect.** This Leaseback Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

Section 12.3 **Severability.** In the event any provision of this Leaseback Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12.4 **Amendments, Changes and Modifications.** This Leaseback Agreement may be amended, changed, modified, altered or terminated by the parties hereto, but only by means of a writing executed by such parties.

Nothing contained herein is intended to limit or restrict the Agency's rights under this Leaseback Agreement in the event of a default by the Company (which is not cured by the Company or the Sublessee within the applicable period of notice and/or grace, if any).

Section 12.5 Execution of Counterparts. This Leaseback Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.6 Applicable Law. This Leaseback Agreement shall be governed exclusively by the applicable laws of the State without regard or reference to its conflict of laws principles.

Section 12.7 [Reserved]

Section 12.8 Survival of Obligations. This Leaseback Agreement shall survive the performance of the obligations of the Company to make payments hereunder and all indemnities shall survive the foregoing and any termination or expiration of this Leaseback Agreement.

Section 12.9 Table of Contents and Section Headings not Controlling. The Table of Contents and the headings of the several Sections in this Leaseback Agreement have been prepared for convenience of reference only and shall not control or affect the meaning of or be taken as an interpretation of any provision of this Leaseback Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Agency and the Company have caused this Leaseback Agreement to be executed in their respective names by their duly authorized officers, all as of August 1, 2010.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 

Name: David C. Grow

Title: Chairman

CARDINAL GRIFFISS REALTY, LLC

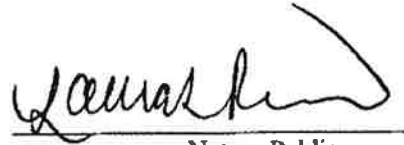
By: 

Name: Steven J. DiMeo

Title: Its Authorized Representative

STATE OF NEW YORK)
 : ss.:
COUNTY OF ONEIDA)

On the 31st day of August 2010, before me, the undersigned a notary public in and for said state, personally appeared DAVID C. GROW, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

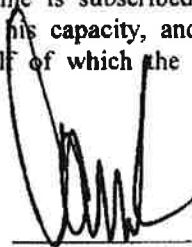


Notary Public

LAURA S. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Commission Expires 10/31/10

STATE OF NEW YORK)
 : ss.:
COUNTY OF ONEIDA)

On the 31 day of August, 2010, before me, the undersigned a notary public in and for said state, personally appeared STEVEN J. DIMEO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

CAMILLE E. KESSLER
NOTARY PUBLIC, State of New York
Appointed in Oneida County
My Commission Expires 10/31/10

EXHIBIT A

SCHEDULE "A"

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York shown on a map entitled "Map Showing A Portion of Lands of Oneida County Industrial Development Agency Located at 153 Brooks Road in the City of Rome, County of Oneida, State of New York " made by Michael P. Waters, P.L.S. No. 050027, dated April 09, 2010, and last revised August 26, 2010 (sometimes hereinafter referred to as the "Survey Map"), which said tract, piece or parcel of land (hereinafter sometimes referred to as the "Building 301 Parcel") is more particularly bounded and described as follows:

Beginning at the intersection of the proposed southerly street boundary of Brooks Road with the division line between the herein described Building 301 Parcel on the west and the lands of The United States of America (reputed owner) on the east; said point being South $01^{\circ}41'33''$ East, 26.58 feet from a disk set in concrete stamped 'AFRL-25';

thence South $01^{\circ}41'33''$ East along the last mentioned division line 92.77 feet to capped iron rod found, stamped 'AFRL-24' located at the intersection of said division line and the division line between the herein described Building 301 Parcel on the north and said lands of The United States of America (reputed owner) on the south;

thence South $88^{\circ}18'27''$ West along the last mentioned division line 38.48 feet to capped iron rod found stamped 'AFRL-23' located at the intersection of said division line and the division line between the herein described Building 301 Parcel on the west and said lands of The United States of America (reputed owner) on the east;

thence South $01^{\circ}41'33''$ East along the last mentioned division line 179.14 feet to a disk set in concrete stamped 'AFRL-22' located at the intersection of said division line and the division line between the herein described Building 301 Parcel on the south and said lands of The United States of America (reputed owner) on the north;

thence North $88^{\circ}18'27''$ East along the last mentioned division line 259.94 feet to its intersection with the proposed westerly street boundary of March Street;

thence South $01^{\circ}41'36''$ East along said proposed westerly street boundary of March Street 293.46 feet to a point on said proposed westerly street boundary of March Street;

thence South $88^{\circ}24'10''$ West through the lands of Oneida County Industrial Development Agency (reputed owner) 683.66 feet to its intersection with the proposed easterly highway boundary of "The Griffiss Veteran's Memorial Parkway", NYS Route 825;

thence North $07^{\circ}10'50''$ West along said proposed easterly highway boundary of "The Griffiss Veteran's Memorial Parkway", NYS Route 825, 499.93 feet to its intersection with the proposed southeasterly highway boundary of "The Griffiss Veteran's Memorial Parkway", NYS Route 825;

thence North $66^{\circ}32'38''$ East along said proposed southeasterly highway boundary of "The Griffiss Veteran's Memorial Parkway", NYS Route 825, 181.13 feet to its intersection with the aforementioned southerly street boundary of Brooks Road;

thence North 88° 24' 10" East along said southerly street boundary of Brooks Road 340.91 feet to the place of beginning, being 328,144.9 ± sq. ft. or 7.533 ± acres, more or less.

TOGETHER WITH an easement (hereinafter referred to as the "Sanitary Sewer Easement") to construct, reconstruct, replace, install, repair, maintain and operate a sanitary sewer line or lines, system or systems, and all facilities and/or equipment appurtenant thereto, across, upon and under, the following parcel:

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York, more particularly bounded and described as follows:

Beginning at a point on the easterly boundary line of said Building 301 Parcel described above; said point being South 01° 41' 33" East along said easterly boundary line of said Building 301 Parcel described above 41.70 feet from a capped iron rod found, stamped 'AFRL-23';

thence through the lands of The United States of America (reputed owner) the following ten (10) courses and distances:

1. North 68° 03' 36" East, 152.04 feet to a point;
2. South 89° 53' 26" East, 53.09 feet to a point;
3. South 01° 19' 20" East, 11.94 feet to a point;
4. North 88° 34' 15" East, 29.47 feet to a point;
5. South 01° 26' 14" East, 5.63 feet to a point;
6. North 88° 34' 14" East, 8.68 feet to a point;
7. North 01° 25' 50" West, 6.18 feet to a point;
8. North 88° 33' 55" East, 18.61 feet to a point;
9. North 01° 25' 58" West, 8.71 feet to a point;
10. South 89° 23' 56" East, 17.38 feet to its intersection with the proposed westerly street boundary of March Street;

thence South 01° 41' 33" East along said proposed westerly street boundary of March Street 30.02 feet to a point on said proposed westerly street boundary of March Street;

thence through the lands of The United States of America (reputed owner) the following two (2) courses and distances:

1. North 89° 23' 56" West, 123.04 feet to a point;
2. South 68° 03' 36" West, 156.55 feet to its intersection with the aforementioned easterly boundary line of said Building 301 Parcel;

thence North 01° 41' 33" West along said easterly boundary line of said Building 301 Parcel 31.99 feet to the place of beginning, being 7,785.1 ± sq. ft. or 0.179 acre, more or less.

The location of the Sanitary Sewer Easement is shown on the Survey Map.

EXHIBIT B

EQUIPMENT

All fixtures, building materials and items of personal property acquired, constructed, renovated and installed and/or to be acquired, constructed, renovated and installed in connection with the completion of the Cardinal Griffiss Realty, LLC Facility located in the City of Rome, Oneida County, New York.

EXHIBIT C

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made and entered into as of the ___ day of _____ 2010, by and among ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York, 584 Phoenix Drive, Rome, New York 13441 ("OCIDA"), CARDINAL GRIFFISS REALTY, LLC, a New York limited liability company, 584 Phoenix Drive, Rome, New York 13441 ("Borrower"), ASSURED INFORMATION SECURITY, INC., a New York business corporation, 245 Hill Road, Rome, New York 13441 ("Tenant") and _____ ("Lender"). OCIDA, Borrower, Tenant and Lender may also be identified individually in this Agreement as a "Party" or collectively as the "Parties".

PRELIMINARY STATEMENT

The fee simple title to the parcel of land described on Exhibit A annexed to this Agreement and the building and other improvements to be constructed by Borrower thereon (the "Property") is held by Borrower. OCIDA holds a leasehold interest in and to the Property, subject to a Leaseback Agreement between OCIDA and Borrower (the "Leaseback Agreement"). Borrower has entered into a Sublease, made as of _____, 2010, with Tenant (the "Sublease"), under which Tenant is leasing from Borrower the premises described in the Sublease (the "Premises"). Lender is the holder of a mortgage on the Property securing one or more loans from Lender to Borrower and may be the holder of one or more mortgages granted after the date of this Agreement to secure one or more future loans from Lender to Borrower. The existing mortgage held by Lender and any future mortgage that may be held by Lender will be identified collectively in this Agreement as the "Mortgage".

FOR VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. **SUBORDINATION.** The Sublease, and the rights of the Tenant in, to and under the Sublease are hereby made subject, junior and subordinate in all respects to the Leaseback Agreement and Mortgage and to all renewals, modifications, consolidations, replacements and extensions of the Leaseback Agreement and Mortgage, except that the terms of the Sublease shall govern the disposition of the proceeds of insurance and condemnation in the event of a casualty or condemnation.

2. **NON-DISTURBANCE.** So long as the Tenant is not in default, beyond any applicable period of notice and grace, under any of the terms, covenants or conditions of the Sublease on the Tenant's part to be performed, then: (a) the Tenant's possession of the Premises shall not be diminished or interfered with by the OCIDA or Lender; (b) the Sublease shall not be terminated or affected by the exercise of any remedy provided for in the Leaseback Agreement by OCIDA, or in the Mortgage by Lender; (c) the Tenant's rights under the Sublease, shall not be diminished or interfered with by OCIDA or Lender; and (d) in the event that OCIDA or Lender succeeds to the rights of Borrower under the Sublease, the Sublease shall be preserved as a lease between OCIDA or Lender, as the case may be, and the Tenant in accordance with the terms of this Agreement.

3. **ATTORNMEN**. In the event that OCIDA or Lender succeeds to the interest of Borrower under the Sublease, then OCIDA will not terminate the PILOT Agreement (as defined in the Leaseback Agreement):

(a) **Duties of Tenant**. Tenant shall be bound to OCIDA or Lender, as the case may be, and OCIDA or Lender, as the case may be, shall be bound to Tenant, under all of the terms, covenants and conditions of the Sublease for the remaining term of the Sublease, and any extensions or renewals of the Sublease which may be effected in accordance with the Sublease, with the same force and effect as if OCIDA or Lender, as the case may be, were the original landlord under the Sublease, except that Paragraph 3(b) below and the other provisions of this Agreement shall modify the Sublease, and Tenant will attorn to OCIDA or Lender, as the case may be, as the Tenant's landlord, the attornment to be effective and self-operative without the execution of any further instrument. In no event shall Tenant terminate the Sublease as a result of any breach or default of the Sublease unless Tenant has provided OCIDA and Lender notice and afforded OCIDA or Lender the same opportunity to cure such breach or default as provided to Tenant's landlord under the Sublease.

(b) **Limitations**. It is agreed that in no event shall OCIDA or Lender:

(1) Be liable for any act or omission of any prior landlord (including the Borrower) nor for any consequential damages for any default of any prior landlord (including Borrower);

(2) Be obligated to cure any defaults of any prior landlord (including the Borrower) or subject to any offsets or defenses which Tenant may have against any prior landlord (including Borrower) which occurred prior to the date OCIDA or Lender, as the case may be, succeeded to the interest of such prior landlord under the Sublease; provided that from and after the date OCIDA or Lender, as the case may be, succeeds to the interest of a prior landlord under the Sublease, OCIDA or Lender, as the case may be, shall be obligated to cure any continuing default of the prior landlord (including the Borrower) under the Sublease and, in no event, shall OCIDA or Lender be liable for any amounts owed or be obligated to cure any defaults of any prior landlord, including Borrower (except in the event OCIDA or Lender were to assume such obligations of any prior landlord, including Borrower);

(3) Be bound by any payment of any monthly installment of Base Rent under the Sublease made more than thirty (30) days prior to the date the installment of Base Rent is due and payable under the Sublease;

(4) Be liable to pay Tenant any sum(s) that any prior landlord (including Borrower) owed to Tenant or with respect to any security deposited with any prior landlord (including Borrower), unless such sum(s) and/or security was actually delivered to OCIDA or Lender; or

(5) Be bound by any amendment or modification of the Sublease made without OCIDA's or Lender's written consent.

4. **MISCELLANEOUS**. The Parties further agree as follows:

(a) **Governing Law**. This Agreement shall be construed according to the laws of the State of New York.

(b) **Successors and Assigns**. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of each party to this Agreement.

(c) **Notices.** Notice from one party to another relating to this Agreement shall be deemed effective if made in writing and delivered to the recipient's address by any of the following means: (i) hand delivery, (ii) registered or certified mail, postage prepaid, or (iii) express mail or other overnight courier service. Notice made in accordance with these provisions shall be deemed delivered on receipt if delivered by hand, or on the third business day after mailing if mailed by registered or certified mail, or on the next business day after mailing or deposit with the postal service or an overnight courier service if delivered by express mail or overnight courier.

(d) **Amendments.** Any amendment of this Agreement shall be in writing and shall require the signature of all Parties.

(e) **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which when taken together shall constitute one original.

(f) **WAIVER OF JURY TRIAL.** THE TENANT, THE BORROWER AND THE LENDER ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.

(g) **Agency Indemnification.** Borrower, Tenant and Lender agree that the Agency, its directors, members, officers, agents (except the Borrower and Tenant) and employees shall not be liable for and Borrower, Tenant and Lender agree to defend, indemnify, release and hold the Agency, its directors, members, officers, agents (except the Borrower and Tenant) and employees harmless from and against any and all (i) liability for loss or damage to Property or injury to or death of any and all Persons that may be occasioned by, directly or indirectly, any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation or the use thereof or the presence of any Person or Property on, in or about the Facility or the Land or (ii) liability arising from or expense incurred by the Agency's financing, acquiring, constructing, renovating, equipping, owning and leasing of the Facility, including without limiting the generality of the foregoing, all claims arising from the breach by the Borrower or the Tenant of any of their respective covenants contained herein and all causes of action and attorneys' fees and any other expenses incurred in defending any claims, suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities or expenses of the Agency are not incurred or do not result from the gross negligence or intentional or willful wrongdoing of the Agency, or any of its directors, members, agents (except the Borrower and Tenant) or employees.

(Signatures on following page)

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

**ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Name:
Title:

CARDINAL GRIFFISS REALTY, LLC

By: _____
Name: Stephen J. MiMeo
Title: Authorized Representative

ASSURED INFORMATION SECURITY, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

OCIDA

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On _____, 20__, before me, the undersigned, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

Borrower

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On _____, 20__, before me, the undersigned, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

Tenant

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On _____, 20__, before me, the undersigned, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

Lender

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On _____, 20__, before me, the undersigned, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

SCHEDULE A

SCHEDULE OF DEFINITIONS

"Act" means, collectively, Title 1 of Article 18-A of the General Municipal Law of the State enacted into law as Chapter 1030 of the Laws of 1969 of the State, as amended together with Chapter 372 of the Laws of 1970 of the State, as amended.

"Agency" means the (i) Oneida County Industrial Development Agency, its successors and assigns, and (ii) any local governmental body resulting from or surviving any consolidation or merger to which the Agency or its successors may be a party.

"Agency Documents" means the Release Agreement, the OCIDA Deed, the Lease Agreement, the Leaseback Agreement, the PILOT Agreement, the Environmental Compliance and Indemnification Agreement, the Sublessee Environmental Compliance and Indemnification Agreement, the OSB Mortgage, the OSB Pledge and the OSB Assignment, the Sub-CDE Mortgage, the Sub-CDE Pledge, the Sub-CDE Assignment, the OSB Mortgage B, the OSB Pledge B, the OSB Assignment B, the OSB Mortgage C, the OSB Pledge C, the OSB Assignment C, the EDGE Mortgage C, the EDGE Pledge C, the EDGE Assignment C, the MORECO Mortgage A, the MORECO Pledge A, the MORECO Assignment A, the RIDC Mortgage A, the RIDC Pledge B and the RIDC Assignment B.

"AIS Facility" means the ±35,718 gross square foot portion of the Facility that is leased to Sublessee under the Sublease Agreement.

"Authorizing Resolution" means the resolution adopted by the Agency on the 18th day of June 2010 authorizing the execution and delivery of the Agency Documents as such resolution may be amended and supplemented from time to time.

"Authorized Representative" means, in the case of the Agency, the Chairman, Vice Chairman, Secretary, Assistant Secretary or Executive Director of the Agency; in the case of the Company, its Authorized Representative ; in the case of Sublessee its _____; and in the case of all, such additional persons as, at the time, are designated to act on behalf of the Agency, the Company or the Sublessee, as the case may be, by written certificate furnished to the Agency, the Company or the Sublessee, as the case may be, containing the specimen signature of each such person and signed on behalf of (i) the Agency by the Chairman, Vice Chairman, Secretary, Assistant Secretary or Executive Director of the Agency, (ii) the Company by the Authorized Representative of the Company, (iii) the Sublessee by the _____ the Sublessee.

"Business Day" means any day other than a Saturday, a Sunday, a legal holiday or a day on which banking institutions in New York, New York are authorized by law or executive order to remain closed.

"Clerk" means the Office of the Oneida County Clerk.

"Closing Date" means the date of delivery of the Leaseback Agreement.

"Company" means Cardinal Griffiss Realty, LLC, a New York limited liability company with its principal offices at 584 Phoenix Drive, Rome, New York 13441 and its successors and assigns.

"Company Documents" means the Release Agreement, the GLDC Deed, the Lease Agreement, the Leaseback Agreement, the Sublease Agreement, the PILOT Agreement, the Environmental Compliance and Indemnification Agreement, the Sub-CDE Mortgage, the Sub-CDE Pledge, the Sub-CDE Assignment, the OSB Mortgage, the OSB Pledge and the OSB Assignment.

"Company Facility" means that 10,782± gross square foot portion of the Facility that is not, as of the date of this Leaseback Agreement, leased to Sublessee under the Sublease Agreement.

"Condemnation" means the taking of title to, or the use of, Property under the exercise of the power of eminent domain by any governmental entity or other Person acting under governmental authority.

"Construction Period" means the period (a) beginning on the earlier of (i) the date of commencement of acquisition, construction, renovation and equipping of the Facility, which date shall not be prior to February 25, 2010, or (ii) the Closing Date and (b) ending on the completion date.

"Deed" means the Deed given by the United States of America, acting by and through the Secretary of the Air Force, to the Agency dated May 13, 2002 and recorded in the Oneida County Clerk's Office on January 22, 2003 as Instrument Number R2003-001612.

"EDGE" means Economic Development Growth Enterprise Corporation, a New York not-for-profit corporation having an office at 584 Phoenix Drive, Rome, New York 13441, and its successors and assigns.

"EDGE Assignment C" means the Assignment of Leases and Rents dated _____, 2010 from the Agency and GLDC to EDGE securing the EDGE Loan C which shall be recorded with the Clerk, as the same may be amended from time to time.

"EDGE Loan C" means the loan from EDGE to GLDC in the original principal amount of \$500,000 secured by the GLDC Land.

"EDGE Mortgage C" means the Mortgage dated _____, 2010 from the Agency and GLDC to EDGE securing the EDGE Loan C, which shall be recorded with the Clerk, as the same may be amended from time to time.

"EDGE Pledge C" means the Pledge and Assignment dated _____, 2010 from the Agency to EDGE with acknowledgment by GLDC which secures the EDGE Loan C, which shall be recorded with the Clerk, as the same may be amended from time to time.

"Employment Obligation" means the retention of eighty-one (81) full-time jobs, and the creation of no less than thirty-nine (39) full-time jobs on as a result of the construction, renovation and equipping of the Facility.

"Environmental Compliance and Indemnification Agreement" means the Environmental Compliance and Indemnification Agreement dated as of August 1, 2010 from the Company to the Agency, the Lender and the Sub-CDE, as the same may be amended from time to time.

"Environmental Matters" means any matter, circumstance or condition, known or unknown, concerning the soil, surface waters, groundwater, land, stream sediments, surface or subsurface strata and ambient air on or about the Land and/or the Facility, including but not limited in any respect to any

within the bounds of, and are described in, any right-of-way or easement affecting the Facility (e.g., rail improvements). The term Improvements does, however, include utility pipes, lines, conduits, etc. which service only the building (e.g., utility laterals).

"Independent Counsel" means an attorney or attorneys or firm or firms of attorneys duly admitted to practice law before the highest court of any state of the United States of America or in the District of Columbia and not a full time employee of the Agency, the Company, or the Sublessee.

"Land" means the property leased by the Agency to the Company pursuant to the Leaseback Agreement and more particularly described in Exhibit A attached thereto.

"Lease Agreement" means the Lease Agreement dated as of August 1, 2010 by and between the Company, as lessor, and the Agency, as lessee, with respect to the Facility, as the same may be amended from time to time.

"Leaseback Agreement" means the Leaseback Agreement dated as of August 1, 2010 by and between the Agency, as lessor, and the Company, as lessee, with respect to the Facility, as the same may be amended from time to time.

"Lease Term" means the duration of the leasehold estate created in the Leaseback Agreement as specified in Section 5.2 of the Leaseback Agreement.

"Lender" means Oneida Savings Bank, a New York savings bank with offices at 182 Main Street, Oneida, New York 13421-1676, and its successors and assigns.

"Lien" means any interest in Property securing an obligation owed to a Person whether such interest is based on the common law, statute or contract, and including but not limited to, the security interest arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" includes reservation, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, leases and other similar title exceptions and encumbrances, including but not limited to mechanics', materialman's, warehousemen's, carriers' and other similar encumbrances, affecting real property. For the purposes of this definition, a Person shall be deemed to be the owner of any Property which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person for security purposes.

"MORECO" means Mohawk Valley Rehabilitation Corporation, a New York not-for-profit local development corporation, having an office and place of business at 26 West Main Street, P.O. Box 69, Mohawk, New York 13407, and its successors and assigns.

"MORECO Assignment A" means the Assignment of Leases and Rents dated _____, 2010 from the Agency and GLDC to MORECO securing the MORECO Loan A which shall be recorded with the Clerk, as the same may be amended from time to time.

"MORECO Loan A" means the loan from MORECO to GLDC in the original principal amount of \$200,000 secured by the GLDC Land.

"MORECO Mortgage A" means the Mortgage dated _____, 2010 from the Agency and GLDC to MORECO securing the MORECO Loan A, which shall be recorded with the Clerk, as the same may be amended from time to time.

“MORECO Pledge A” means the Pledge and Assignment dated _____, 2010 from the Agency to MORECO with acknowledgment by GLDC which secures the MORECO Loan A, which shall be recorded with the Clerk, as the same may be amended from time to time.

“OCIDA Deed” means the Quitclaim Deed dated _____, 2010 from the Agency to GLDC, which shall be recorded in the Office of the Clerk of Oneida County.

“OSB Loan” means the loan in the original principal amount of \$1,585,416.00 from the Lender to the Company secured by the Facility.

“OSB Loan B” means the loan in the original principal amount of \$2,776,860.00 from the Lender to GLDC secured by the GLDC Land.

“OSB Loan C” means the loan in the original principal amount of \$780,000.00 from the Lender to GLDC secured by the GLDC Land.

“OSB Assignment” means the Assignment of Leases and Rents dated _____, 2010 from the Agency and the Company to the Lender securing the OSB Loan which shall be recorded with the Clerk, as the same may be amended from time to time.

“OSB Assignment B” means the Assignment of Leases and Rents dated _____, 2010 from the Agency and GLDC to the Lender securing the OSB Loan B which shall be recorded with the Clerk, as the same may be amended from time to time.

“OSB Assignment C” means the Assignment of Leases and Rents dated _____, 2010 from the Agency and GLDC to the Lender securing the OSB Loan C which shall be recorded with the Clerk, as the same may be amended from time to time.

“OSB Mortgage” means the Mortgage dated _____, 2010 from the Agency and the Company to the Lender securing the OSB Loan, which shall be recorded with the Clerk, as the same may be amended from time to time.

“OSB Mortgage B” means the Mortgage dated _____, 2010 from the Agency and GLDC to the Lender securing the OSB Loan B, which shall be recorded with the Clerk, as the same may be amended from time to time.

“OSB Mortgage C” means the Mortgage dated _____, 2010 from the Agency and GLDC to the Lender securing the OSB Loan C, which shall be recorded with the Clerk, as the same may be amended from time to time.

“OSB Pledge” means the Pledge and Assignment dated _____, 2010 from the Agency to the Lender with acknowledgment by the Company securing the OSB Loan, which shall be recorded with the Clerk, as the same may be amended from time to time.

“OSB Pledge B” means the Pledge and Assignment dated _____, 2010 from the Agency to the Lender with acknowledgment by GLDC securing the OSB Loan B, which shall be recorded with the Clerk, as the same may be amended from time to time.

"OSB Pledge C" means the Pledge and Assignment dated _____, 2010 from the Agency to the Lender with acknowledgement by GLDC securing the OSB Loan C, which shall be recorded with the Clerk, as the same may be amended from time to time.

"Parcel F6A" means that 55.391 ± acre parcel of real property within which the Land is situated and which was conveyed to the Agency by way of the Deed.

"Permitted Encumbrances" means (i) exceptions to title set forth in the Title Report, if any, (ii) the Leaseback Agreement, (iii) utility, access and other easements and rights-of-way, restrictions and exceptions that do not materially impair the utility or the value of the Property affected thereby for the purposes for which it is intended, (iv) mechanics', materialmen's, warehousemen's, carriers' and other similar Liens which are approved in writing by the Agency or its counsel, and (v) Liens for taxes not yet delinquent.

"Person" or "Persons" means an individual, partnership, corporation, trust or unincorporated organization, and a government or agency or political subdivision or branch thereof.

"PILOT Agreement" means the Payment-in-Lieu-of-Tax Agreement dated as of August 1, 2010 between the Company, and the Agency, as the same may be amended from time to time.

"Plans and Specifications" means the plans and specifications for the Improvements, prepared for the Company and approved by the Agency, as revised from time to time in accordance with the Leaseback Agreement.

"Prime Lease" means the lease agreement dated as of December 1, 2002 between the Agency and GLDC relating to Parcel F6A, a memorandum of which was recorded on January 22, 2003, in the Oneida County Clerk's office as Instrument Number R2003-000078.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

"Public Purposes" shall mean the State's objective to create industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and to empower such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and sell land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial, recreation or industrial facilities, including industrial pollution control facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve their standard of living.

"Release Agreement" means the Partial Release of Lease Agreement dated as of August 1, 2010 by and between the Agency and GLDC.

"RIDC" means Rome Industrial Development Corporation, a New York not-for-profit corporation, having an office and place of business at 584 Phoenix Drive, Rome, New York 13441, and its successors and assigns.

"RIDC Assignment A" means the Assignment of Leases and Rents dated _____, 2010 from the Agency and GLDC to RIDC securing the RIDC Loan A which shall be recorded with the Clerk, as the same may be amended from time to time.

"RIDC Loan A" means the loan from RIDC to GLDC in the original principal amount of \$75,000 secured by the GLDC Land.

"RIDC Mortgage A" means the Mortgage dated _____, 2010 from the Agency and GLDC to RIDC securing the RIDC Loan A, which shall be recorded with the Clerk, as the same may be amended from time to time.

"RIDC Pledge A" means the Pledge and Assignment dated _____, 2010 from the Agency to RIDC with acknowledgment by GLDC which secures the RIDC Loan A, which shall be recorded with the Clerk, as the same may be amended from time to time.

"Schedule of Definitions" means the words and terms set forth in this Schedule of Definitions attached to the Leaseback Agreement, as the same may be amended from time to time.

"SEQR Act" means the State Environmental Quality Review Act, Article 8 of the New York State Environmental Conservation Law, and the regulations thereunder.

"State" means the State of New York.

"Sub-CDE" means Enhanced Capital New Market Development Fund V, LLC, a Louisiana limited liability company with offices at 201 St. Charles Avenue, Suite 3700, New Orleans, Louisiana 70170, and its successors or assigns.

"Sub-CDE Assignment" means the Assignment of Leases and Rents dated _____, 2010 from the Agency and the Company to the Sub-CDE, which shall be recorded with the Clerk, as the same may be amended from time to time.

"Sub-CDE Loan" means the loan in the original principal amount of \$9,000,000.00 from the Sub-CDE to the Company.

"Sub-CDE Mortgage" means the Mortgage dated _____, 2010 from the Agency and the Company to the Sub-CDE, which shall be recorded with the Clerk, as the same may be amended from time to time.

"Sub-CDE Pledge" means the Pledge and Assignment dated _____, 2010 from the Agency to the Sub-CDE with acknowledgment by the Company, which shall be recorded with the Clerk, as the same may be amended from time to time.

"Sublease Agreement" means the Sublease Agreement dated July 1, 2010 between the Company and the Sublessee, as the same may be amended from time to time.

"Sublessee" means Assured Information Security or its successors or assigns.

"Sublessee Documents" means the Sublease Agreement and the Sublessee Environmental Compliance and Indemnification Agreement.

"Sublessee Environmental Compliance and Indemnification Agreement" means the Environmental Compliance and Indemnification Agreement dated as of August 1, 2010 between the Agency and the Sublessee, as the same may be amended from time to time.

"Substitute Facilities" means facilities of substantially the same nature as the proposed Facility.

"Transaction Counsel" means the law firm of Bond, Schoeneck & King, PLLC.

"Transaction Documents" means the Agency Documents, the GLDC Documents, the Company Documents and the Sublessee Documents.

"Unassigned Rights" means the rights of the Agency and moneys payable pursuant to and under Sections 5.3(b) and (c), 6.7, 8.2, 8.8, 10.4 and 11.2(b) of the Leaseback Agreement.

EXHIBIT K

(Sublessor's Final Plans and Specifications)

AIS Interior Office Expansion, 153 Brooks Road, Rome, New York 13441 dated November 28, 2016 prepared by phZ Architects, 5047 Clear Meadow, Camillus, New York 13031 on file at the Office of the Sublessor.

EXHIBIT L
(Survey Map)

LAURA S. RUBERTO
lruberto@bsk.com
P: 315.738.1223
F: 315.724.2074

June 20, 2017

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Joseph Surace, Assessor
City of Rome
198 North Washington Street
Rome NY 13440

Re: *Oneida County Industrial Development Agency
2017 PILOT Amendment (Cardinal Griffiss Realty, LLC Facility)*

Dear Mr. Surace:

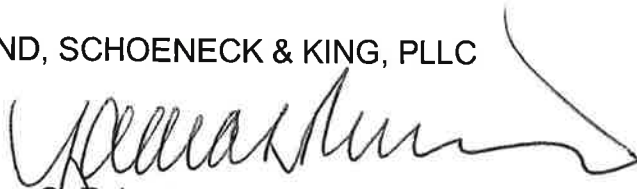
Enclosed you will please find Form RP-412-a (Application for Real Property Tax Exemption) in connection with the above-referenced transaction. Attached to the Application is a copy of the Second Amended and Restated Payment in Lieu of Tax Agreement, the terms of which are effective immediately.

We direct your attention to the fact that all PILOT bills should be issued to Community Bank, as escrow agent, with a copy to the Company.

Should you have any questions on the enclosed, please do not hesitate to contact our offices.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Laura S. Ruberto
Legal Assistant

Enclosures

cc: Attached Distribution List

Distribution List

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Jacqueline M. Izzo, Mayor
City of Rome
Rome City Hall
198 North Washington Street
Rome, New York 13440

Anthony R. Carvelli
Commissioner of Finance
Oneida County Finance Department
800 Park Avenue
Utica NY 13501

David C. Nolan, City Treasurer
City of Rome
Rome City Hall
198 North Washington Street
Rome, New York 13440

Kathy Pilbeam, Director
Real Property Tax Services
Oneida County
800 Park Avenue
Utica, New York 13501

Paul Fitzpatrick, President
Board of Education
Rome City School District
409 Bell Street
Rome, New York 13440

County of Oneida
Receiver of Taxes
800 Park Avenue
Utica, New York 13501

Peter C. Blake
Superintendent of Schools
Rome City School District
409 Bell Street
Rome, New York 13440

Receiver of Taxes
Rome City School District
Attn.: David Dreidel
409 Bell Street
Rome, New York 13440

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$ **3.35**
 Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$ **2.15**
 Return Receipt (electronic) \$ _____
 Certified Mail Restricted Delivery \$ _____
 Adult Signature Required \$ _____
 Adult Signature Restricted Delivery \$ _____
 Postage \$ **1.61**
Total Postage and Fees \$ **7.71**



Sept 15
 Street and Apt. No., or P.O. Box No.
Joseph Surace, Assessor
City of Rome, 198 N. Washington St.
 City, State, ZIP+4®
Rome, NY 13440

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7015 1730 0001 9912 5258

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Joseph Surace, Assessor
City of Rome
198 N. Washington St.
Rome, NY 13440



9590 9402 1667 6053 8754 15

2. Article Number (Transfer from service label)
7015 1730 0001 9912 5258

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Michael Barbato Agent
 Addressee
 B. Received by (Printed Name) **Michael Barbato**
 C. Date of Delivery **6-22-17**

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Return Receipt for Merchandise
 Signature Confirmation™
 Signature Confirmation Restricted Delivery



**NYS DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES**

RP-412-a (1/95)

**INDUSTRIAL DEVELOPMENT AGENCIES
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
(Real Property Tax Law, Section 412-a and General Municipal Law, Section 874)**

1. INDUSTRIAL DEVELOPMENT AGENCY (IDA)

Name Oneida County Industrial Development Agency
 Street 584 Phoenix Drive
 City Rome NY 13441
 Telephone no. Day (315) 338-0393
 Evening () _____
 Contact Shawna Papale
 Title Executive Director

2. OCCUPANT (IF OTHER THAN IDA)

(If more than one occupant attach separate listing)

Name Cardinal Griffiss Realty, LLC
 Street 584 Phoenix Drive
 City Rome NY 13441
 Telephone no. Day () 315.338.0393
 Evening () _____
 Contact Peter A. Zawko
 Title Manager

3. DESCRIPTION OF PARCEL

- a. Assessment roll description (tax map no./roll year) 243.000-1-1.35
- b. Street address 153 Brooks Road
- c. City, Town or Village Rome
- d. School District Rome City School District
- e. County Oneida
- f. Current assessment \$2,815,344
- g. Deed to IDA (date recorded; liber and page) Memo of Lease 9/16/2010 #R2010-001059

4. GENERAL DESCRIPTION OF PROPERTY (if necessary, attach plans or specifications)

- a. Brief description (include property use) renovation and full build out of a 10,782± sf portion of a 46,500± sf facility, all to lease to Assured Information Security
- b. Type of construction _____
- c. Square footage 46,500±
- d. Total cost See Exhibit A attached
- e. Date construction commenced _____
- f. Projected expiration of exemption (i.e. date when property is no longer possessed, controlled, supervised or under the jurisdiction of IDA) June 30, 2027 (lease term ends 2056)

5. SUMMARIZE AGREEMENT (IF ANY) AND METHOD TO BE USED FOR PAYMENTS TO BE MADE TO MUNICIPALITY REGARDLESS OF STATUTORY EXEMPTION

(Attach copy of the agreement or extract of the terms relating to the project).

- a. Formula for payment Company will make fixed PILOT Payments for the remainder of the exemption years, and 100% of taxes after the fifteenth exemption year. Second Amended and Restated PILOT Agreement is attached hereto.
- b. Projected expiration date of agreement June 30, 2027 (lease term ends 2056)

c. Municipal corporations to which payments will be made

	Yes	No
County _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
School District _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name Cardinal Griffiss Realty, LLC
 Title c/o Community Bank, NA
 Address 160 Brooks Road, Rome NY
13441

e. Is the IDA the owner of the property? Yes No (check one)
If "No" identify owner and explain IDA rights or interest in an attached statement.

Telephone _____

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) Yes No

If yes, list the statutory exemption reference and assessment roll year on which granted:
exemption GML §854 assessment roll year 2011

7. A copy of this application, including all attachments, has been mailed or delivered on 6/20/17 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, David C. Grow, Chairman _____ of _____

Name

Title

Oneida County Industrial Development Agency

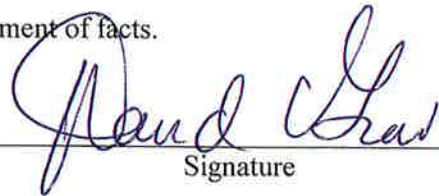
Organization

hereby certify that the information

on this application and accompanying papers constitutes a true statement of facts.

June 15, 2017

Date



Signature

FOR USE BY ASSESSOR

1. Date application filed _____

2. Applicable taxable status date _____

3a. Agreement (or extract) date _____

3b. Projected exemption expiration (year) _____

4. Assessed valuation of parcel in first year of exemption \$ _____

5. Special assessments and special as valorem levies for which the parcel is liable:

Date

Assessor's signature

Exhibit A

Application for Real Property Tax Exemption
(Form RP-412-a)
Oneida County Industrial Development Agency
(Cardinal Griffiss Realty, LLC 2017 Facility)

4(d) Project Cost (2017 Project):

Renovation Costs	\$738,000
Fees	15,000
Legal fees	15,000
Architectural/Engineering	23,800
Interest on interim financing	5,750
NMTC Subordination	<u>15,000</u>
Total	\$812,550

CARDINAL GRIFFISS REALTY, LLC
and
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

SECOND AMENDED AND RESTATED
PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Oneida County Industrial Development Agency
2017 Amendment to Real Estate Lease
(CARDINAL GRIFFISS REALTY, LLC FACILITY)

County of Oneida
and
City of Rome
and
Rome City School District

Tax Account Number: 243.000-1-1.35

**SECOND AMENDED AND RESTATED
PAYMENT-IN-LIEU-OF-TAX AGREEMENT**

THIS SECOND AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT, dated June 15, 2017, is by and between **CARDINAL GRIFFISS REALTY, LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York, having its principal office at 584 Phoenix Drive, Rome, New York 13441 (the "Company") and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, an industrial development agency and a public benefit corporation of the State of New York having its principal office at 584 Phoenix Drive, Rome, New York 13441 (the "Agency").

W I T N E S S E T H:

WHEREAS, the Agency is authorized and empowered by the provisions of Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended, (the "Enabling Act"), and Chapter 372 of the 1970 Laws of New York, as amended, constituting Section 901 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of, among others, industrial facilities for the purpose of promoting, attracting and developing economically sound commerce and industry in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, the Company previously requested the Agency assist in a certain industrial development facility consisting of construction of a 46,500± gross square foot building (the "Improvements") situated on a 7.50± acre parcel of land located at the corner of Route 825 and Brooks Road, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment") all to be used for the coordination of redevelopment efforts for the recently realigned Griffiss Air Force Base (the Land, the Improvements and the Equipment referred to collectively as the "Facility"); and

WHEREAS, the Company granted the Agency a leasehold interest in and to the Facility by way of a Lease Agreement dated as of August 1, 2010 (the "Lease Agreement") by and between the Agency and the Company, a memorandum of which was recorded in the Office of the Oneida County Clerk on September 16, 2010 at Instrument R2010-001058; and

WHEREAS, the Agency leases the Facility back to the Company pursuant to a Leaseback Agreement dated as of August 1, 2010 between the Agency and the Company (the "Leaseback Agreement"), a memorandum of which was recorded in the Office of the Oneida County Clerk on September 16, 2010 at Instrument R2010-001059, such that title will remain in the Agency throughout the Lease Term (as such term is defined in the Leaseback Agreement); and

WHEREAS, the Company subleases a $\pm 35,718$ gross square feet portion of the Facility (the "AIS Facility") to Assured Information Security, Inc., a New York business corporation with offices at 245 Hill Road, Rome, New York 13441 (the "Sublessee") for its operation upon the terms and conditions set forth in a Sublease Agreement, dated as of July 1, 2010 (the "Sublease Agreement") by and between the Company and the Sublessee; and

WHEREAS, the Company retains the $\pm 10,782$ square foot balance of the Facility (the "Company Facility") to lease to prospective subtenants, including Sublessee; and

WHEREAS, the Company has now requested the Agency assist with renovations and full build-out of the Company Facility and the acquisition and installation of equipment therein (the "2016 Equipment") to suit the operational needs of the Sublessee (the Company Facility and the 2016 Equipment is referred to as the "2017 Facility" and the renovation and equipping of the 2017 Facility is referred to as the "2017 Project"); and

WHEREAS, the Company will sublease the Company Facility to the Sublessee pursuant to a Sublease Agreement dated January 17, 2017 (the "2017 Sublease Agreement"); and

WHEREAS, Community Bank, N.A., successor in interest to Oneida Savings Bank (the "Lender") intends to finance a portion of the costs of the 2017 Project by making a loan to the Company in the principal amount of \$650,000.00 (the "Loan") to be secured by (a) a Collateral Security Mortgage dated June 15, 2107 (the "2017 Mortgage") from the Agency and the Company to the Lender and (b) an Assignment of Leases and Rents dated June 15, 2107 (the "2017 Assignment") from the Agency and the Company to the Lender; and

WHEREAS, the Facility is exempt from, among other things, real property taxes, general property taxes, general school district taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Facility or the interest therein of the Company or the occupancy thereof by the Company (the "Exempt Taxes") commencing on the first date of the Exemption Term, as that date is established by the parties and as described herein, because the Facility is, or will be, under the jurisdiction, supervision and/or control of the Agency and used for a purpose within the meaning of the applicable Constitutional and statutory provisions, including the Enabling Act, provided, however, such exemption will not extend to special assessments or ad valorem levies; and

WHEREAS, the Company understands that it, as lessee of the Facility leased by the Agency, will, in fact, have Exempt Taxes to pay under the provisions of the Lease Agreement from the first date of the Exemption Term (as that date is determined by the parties and described herein) through the term of the Lease Agreement (the "Exemption Term"); and

WHEREAS, each year of the Exemption Term is more particularly set forth on Schedule B attached hereto (each year being referred to as an "Exemption Year"); and

WHEREAS, the Agency and the Company entered into an agreement dated as of January 1, 2012 (the "First Amended and Restated PILOT Agreement") making provision for payments-in-lieu-of-taxes and such assessments by the Company to the City of Rome or any village which may be incorporated after the date hereof, within which the Facility is or may be, wholly or partially located, Oneida County, Rome City School District and appropriate special districts (hereinafter each a "Taxing Authority" and collectively the "Taxing Authorities") in which any part of the Facility is or is to be located; and

WHEREAS, the Agency and the Company desire to amend the terms of the First Amended and Restated PILOT Agreement by way of this Second Amended and Restated PILOT Agreement; and

WHEREAS, all defined terms herein as indicated by the capitalization of the first letter thereof and not otherwise defined herein shall have the meanings ascribed to such terms as set forth in the Leaseback Agreement.

NOW, THEREFORE, to provide for certain payments to the Taxing Authorities, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Company shall pay to each Taxing Authority:

(a) all taxes that are due with respect to the Facility prior to the Exemption Term, no later than the last day during which such payments may be made without penalty; and

(b) all special assessments and ad valorem taxes coming due and payable during the term of the Lease Agreement for which the Facility is not exempt, no later than the last day during which such payments may be made without penalty.

2. The Company shall pay to the Taxing Authorities as set forth on Schedule A attached hereto and made a part hereof an aggregate amount in lieu of the Exempt Taxes (the "PILOT Payments") during each Exemption Year in the amounts set forth below:

Exemption Year 1	20% of Exempt Taxes
Exemption Year 2	20% of Exempt Taxes
Exemption Year 3	20% of Exempt Taxes
Exemption Year 4	20% of Exempt Taxes
Exemption Year 5	20% of Exempt Taxes
Exemption Year 6	\$67,329.30
Exemption Year 7	\$82,155.93
Exemption Year 8	\$83,799.05
Exemption Year 9	\$85,475.03
Exemption Year 10	\$87,184.53
Exemption Year 11	\$122,276.31
Exemption Year 12	\$136,060.18
Exemption Year 13	\$150,346.50
Exemption Year 14	\$165,149.85
Exemption Year 15	\$180,485.19
Exemption Year 16 and thereafter:	100% of Exempt Taxes

The fixed PILOT Payments shall be billed by the Taxing Authorities in the same proportion as taxes would have been apportioned but for the Agency's involvement, unless the Taxing Authorities have consented in writing to a specific apportionment (For the purposes of apportioning the PILOT Payments, each Taxing Authority shall use the tax rate for the prior Exemption Year).

Anything herein to the contrary, notwithstanding, this Second Amended and Restated PILOT Agreement shall terminate on the date on which the Leaseback Agreement shall terminate and the Agency shall terminate its leasehold interest in the Facility pursuant to the Leaseback Agreement.

Anything herein to the contrary, notwithstanding, upon the failure of the Company in making any payment when due hereunder and upon failure to cure such default within thirty (30) days of receipt of notice as herein provided, the Company shall henceforth pay as PILOT Payments one hundred percent (100%) of the Exempt Taxes together with interest at the rate of nine percent (9%) per annum on any delinquent PILOT Payments together with expenses of collection, including but not limited to, payment of attorneys' fees; provided, however, nothing herein contained shall be deemed to limit any other rights and remedies the Agency may have hereunder or under any other Transaction Document.

The Agency, the Company and the Lender are entering into a PILOT Payment Escrow Account Agreement dated June 15, 2017 (the "PILOT Escrow Agreement") under which the Lender has agreed to establish a restricted account for the collection of funds from the Company and payment of PILOT Payments to the Taxing Authorities. Nothing contained in the PILOT Escrow Agreement shall be deemed to limit the Company's obligations under this Agreement, and the Company shall remain wholly responsible for the full and faithful compliance hereunder.

3. The Company will make PILOT Payments to each Taxing Authority hereunder for each Exemption Year by making the required payment to such Taxing Authority no later than the last day during which such Exempt Taxes could otherwise be made without penalty as if the Agency did not have a leasehold interest in the Facility.

4. The PILOT Payments to be made by the Company pursuant to this Second Amended and Restated PILOT Agreement are intended to be in lieu of all Exempt Taxes that would have to be paid on the Facility leased to the Company by the Leaseback Agreement.

5. If, by reason of a change in the Constitution or laws of the State of New York, or an interpretation of the Constitution or the laws of the State of New York by the Court of Appeals (or such lower court from which the time to appeal has expired) of the State of New York, or for any other reason, the Company is required to pay any tax which the payments specified herein are intended to be in lieu of, the Company may deduct the aggregate of any such

payments made by it from the amount herein agreed to be paid in lieu of such taxes and need only pay the difference (if such difference is a positive number). Furthermore, inasmuch as the PILOT Payments herein agreed to be made by the Company are intended to be in lieu of all Exempt Taxes, it is agreed that said payments shall not, as to any Exemption Year, be in an amount greater than would be payable for such year for such Exempt Taxes, in the aggregate, by a private corporation on account of its holding a leasehold interest in the Facility.

6. This Second Amended and Restated PILOT Agreement shall be binding upon the successors and assigns of the parties.

7. It is the intent of the parties that the Company will have all the rights and remedies of a taxpayer with respect to any real property or other tax, service charge, special benefit, ad valorem levy, assessment or special assessment because of which, or in lieu of which, the Company is obligated to make a payment hereunder, as if and to the same extent as if the Agency did not hold a leasehold interest in the Facility. It is the further intent of the parties that the Company will have all of the rights and remedies of a taxpayer as if and to the same extent as if the Agency did not hold a leasehold interest in the Facility with respect to any proposed assessment or change in assessment concerning the property, or any portion thereof, whether through an assessor, board of assessment review, court of law, or otherwise and likewise will be entitled to protest before and be heard by such assessor, board of assessment review, court of law or otherwise and will be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any taxes that would have been payable but for the provisions hereof. In the event, however, that a court of competent jurisdiction shall enter an order or judgment determining or declaring that, by reason of the Agency's holding a leasehold interest in the Facility, the Company does not have the right to bring a proceeding to review such assessment under the Real Property Tax Law or any other law, then the Company shall have the right to contest such assessment in the name and as the agent of the Agency, and the Agency agrees to cooperate with the Company in all respects in any such proceeding.

8. All amounts payable by the Company hereunder will be paid to the respective Taxing Authority and will be payable in such lawful money of the United States of America as at the time of payment is legal tender for the payment of public and private debts, including a check payable in such money.

9. (a) If any term or provision hereof should be for any reason held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such term or

provision will be deemed separate and independent and the remainder hereof will remain in full force and effect and will not be invalidated, impaired or otherwise affected by such holding or adjudication.

(b) This Second Amended and Restated PILOT Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

(c) All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when received or upon refusal of receipt by United States registered or certified mail, postage prepaid, return receipt requested, to the Agency or the Company, as the case may be, addressed as follows:

To the Agency:

Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441
Attn: Executive Director

With a copy to:

Bond, Schoeneck & King, PLLC
501 Main Street
Utica, New York 13501
Attn.: Linda E. Romano, Esq.

To the Company:

Cardinal Griffiss Realty, LLC
584 Phoenix Drive
Rome, New York 13441
Attn: Peter Zawko, Manager

With a copy to:

Camille T. Kahler, Esq.
Saunders Kahler, LLP
185 Genesee Street, Suite 1400
Utica, New York 13501

provided, that the Agency or the Company may, by notice given hereunder to the other, designate any further or different addresses to which subsequent notices, certificates or other communications to them shall be sent.


(d) This Second Amended and Restated PILOT Agreement shall be governed by and construed in accordance with the law of the State of New York, exclusive of its conflicts of law principles.

(e) This Second Amended and Restated PILOT Agreement replaces in its entirety the First Amended and Restated PILOT Agreement, the terms of which are effective immediately.

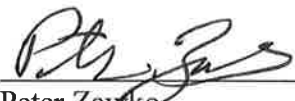
[signature pages follow]

IN WITNESS WHEREOF, the parties have executed this **Second Amended and Restated PILOT Agreement** as of the date first above written.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 
David C. Grow
Its Chairman

CARDINAL GRIFFISS REALTY, LLC

By: 
Peter Zawko
Its Manager

STATE OF NEW YORK)
) SS:
COUNTY OF ONEIDA)

On the 15th day of June 2017, before me, the undersigned a notary public in and for said state, personally appeared **David C. Grow**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

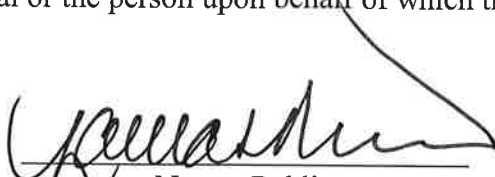


Notary Public

LAURA S. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Reg. No. 01RU5031396
Commission Expires August 1, 2018

STATE OF NEW YORK)
) SS:
COUNTY OF ONEIDA)

On the 15th day of June 2017 before me, the undersigned a notary public in and for said state, personally appeared **Peter Zawko**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

LAURA S. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Reg. No. 01RU5031396
Commission Expires August 1, 2018

SCHEDULE A

Receiver of Taxes
Oneida County
800 Park Avenue
Utica, NY 13501

Receiver of Taxes
City of Rome
City Hall
198 North Washington Street
Rome, New York 13440
Attn.: City Treasurer

Rome City School District
409 Bell Road
Rome, New York 13440
Attn.: District Treasurer

SCHEDULE B

EXEMPTION YEARS

<u>Exemption Year (Assessment Roll Year)</u>	<u>County/City Taxes</u>	<u>School Taxes</u>
Year One (07/26/2011)	01/01/2012 – 12/31/2012	07/01/2012 – 06/30/2013
Year Two (07/31/2012)	01/01/2013 – 12/31/2013	07/01/2013 – 06/30/2014
Year Three (07/30/2013)	01/01/2014 – 12/31/2014	07/01/2014 – 06/30/2015
Year Four (07/29/2014)	01/01/2015 – 12/31/2015	07/01/2015 – 06/30/2016
Year Five (07/28/2015)	01/01/2016 – 12/31/2016	07/01/2016 – 06/30/2017
Year Six (07/26/2016)	01/01/2017 – 12/31/2017	07/01/2017 – 06/30/2018
Year Seven (07/25/2017)	01/01/2018 – 12/31/2018	07/01/2018 – 06/30/2019
Year Eight (07/31/2018)	01/01/2019 – 12/31/2019	07/01/2019 – 06/30/2020
Year Nine (07/30/2019)	01/01/2020 – 12/31/2020	07/01/2020 – 06/30/2021
Year Ten (07/28/2020)	01/01/2021 – 12/31/2021	07/01/2021 – 06/30/2022
Year Eleven (07/27/2021)	01/01/2022 – 12/31/2022	07/01/2022 – 06/30/2023
Year Twelve (07/26/2022)	01/01/2023 – 12/31/2023	07/01/2023 – 06/30/2024
Year Thirteen (07/25/2023)	01/01/2024 – 12/31/2024	07/01/2024 – 06/30/2025
Year Fourteen (07/30/2024)	01/01/2025 – 12/31/2025	07/01/2025 – 06/30/2026
Year Fifteen (07/30/2025)	01/01/2026 – 12/31/2026	07/01/2026 – 06/30/2027

**Inducement Resolution
Cardinal Griffiss Realty, LLC
2017 Facility Amendment**

RESOLUTION OF THE ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY TAKING OFFICIAL ACTION TOWARD APPOINTING CARDINAL GRIFFISS REALTY, LLC, THE PRINCIPALS OF CARDINAL GRIFFISS REALTY, LLC, AND/OR AN ENTITY FORMED OR TO BE FORMED ON BEHALF OF ANY OF THE FOREGOING AS AGENT OF THE AGENCY IN CONNECTION WITH AN AMENDED LEASE-LEASEBACK TRANSACTION, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT AND MAKING CERTAIN FINDINGS AND DETERMINATIONS WITH RESPECT TO THE PROJECT.

WHEREAS, Cardinal Griffiss Realty, LLC, on behalf of itself and/or the principals of Cardinal Griffiss Realty, LLC, and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") entered into a transaction with the Oneida County Industrial Development Agency (the "Agency") whereby the Agency assisted the Company with the construction of a 46,500± gross square foot building (the "Improvements") situated on a 7.50± acre parcel of land located at 153 Brooks Road, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment") all of which is used for the coordination of redevelopment efforts for the recently realigned Griffiss Air Force Base (the Land, the Improvements and the Equipment referred to collectively as the "Facility");

WHEREAS, the Company leases the Facility to the Agency, pursuant to Article 18-A of the General Municipal Law of the State of New York and Chapter 372 of the Laws of 1970 of the State of New York, as may be amended from time to time (collectively, the "Act") and pursuant to a Lease Agreement dated as of August 1, 2010 (the "Lease Agreement"), and the Agency leases the Facility back to the Company pursuant to a Leaseback Agreement dated as of August 1, 2010 (the "Leaseback Agreement"); and

WHEREAS, the Company subleases a ±35,718 square foot portion of the Facility (the "AIS Facility") to Assured Information Security, Inc., a New York business corporation (the "Sublessee") for its operation upon the terms and conditions set forth in a Sublease Agreement, dated as of July 1, 2010 (the "Sublease Agreement") by and between the Company and the Sublessee; and

WHEREAS, the Company retained the ±10,452 square foot balance of the Facility (the "Company Facility") to lease to prospective subtenants, including Sublessee; and

WHEREAS, the Company has applied to the Agency to enter into a transaction in which the Agency will assist in renovations and full build-out of the Company Facility and the acquisition and installation of equipment therein (the "2017 Equipment") to suit the operational needs of the Sublessee and in furtherance of redevelopment efforts for the recently realigned Griffiss Air Force Base (the Company Facility and the 2017 Equipment is referred to as the "2017 Facility" and the renovation and equipping of the 2017 Facility is referred to as the "2017 Project"); and

WHEREAS, the Agency and the Company entered into a First Amended and Restated Payment-In-Lieu-of-Tax Agreement dated as of January 1, 2012 (the "PILOT Agreement") making provision for payments-in-lieu-of-taxes to be made by the Company relating to the Facility; and

WHEREAS, the Act authorizes and empowers the Agency to promote, develop, encourage and assist projects such as the Facility and to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, the Agency contemplates that it will provide financial assistance to the Company in the form of:

- o abatement of real property taxes on the increased assessment resulting from the 2017 Project for a period of ten (10) years and conversion of all PILOT Payments to fixed annual PILOT Payments, the value of which is estimated at \$149,405.00; and
- o exemptions from sales and use taxes on materials and/or equipment acquired and installed in connection with the Project, the value of which is estimated at \$25,380.00 but shall not exceed \$27,918.00; and
- o exemptions from mortgage recording tax, the value of which is estimated at \$4,875.00,

all of which represents a deviation from the Agency's Uniform Tax Exemption Policy, to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein; and

WHEREAS, the Agency and the Company will amend (a) the Leaseback Agreement to add and include the 2017 Facility and the 2017 Project and (b) the PILOT Agreement to reflect the revised financial assistance; and

WHEREAS, prior to the closing of an amended lease-leaseback transaction, and the granting of any financial assistance, the Agency will conduct a public hearing (the "Hearing") so that all persons with views in favor of or opposed to either the financial assistance contemplated by the Agency, or the location or nature of the Facility, can be heard; and

WHEREAS, prior to the closing of an amended lease-leaseback transaction, and the granting of any tax benefits, a public hearing (the "Hearing") will be held so that all persons with views in favor of or opposed to either the financial assistance contemplated by the Agency, or the location or nature of the 2017 Facility, can be heard; and

WHEREAS, notice of the Hearing will be given prior to the closing of an amended lease-leaseback transaction, and the granting of any financial assistance, and such notice (together with proof of publication) will be substantially in the form annexed hereto as **Exhibit A**; and

WHEREAS, the minutes of the Hearing are or will be annexed hereto as **Exhibit B**; and

WHEREAS, the Agency has given due consideration to the application of the Company and to representations by the Company that the proposed amendment to the PILOT Agreement and proposed lease-leaseback amendment transaction, is either an inducement to the Company and/or the Sublessee to maintain and expand the Facility in the County or is necessary to maintain the competitive position of the Company and/or the Sublessee in its industry.

NOW, THEREFORE, BE IT RESOLVED by the Oneida County Industrial Development Agency (a majority of the members thereof affirmatively concurring) that:

Section 1. (a) The renovation and equipping of the 2017 Facility and the Agency's financial assistance therefor, will promote job opportunities, health, general prosperity and the economic welfare of the inhabitants of the County and the people of the State of New York and improve their standard of living, and thereby serve the public purposes of the Act and the same is, therefore, approved.

- (b) It is desirable and in the public interest for the Agency to enter into an amended lease-leaseback transaction, for the purpose of (i) amending the financial assistance under the PILOT Agreement and (ii) providing financial assistance for the renovation and equipping of the 2017 Facility, as reflected in the Company's application to the Agency and as amended from time to time prior to the closing of the lease-leaseback transaction.

Section 2.

The form and substance of a proposed inducement agreement (in substantially the form presented to this meeting) by and between the Agency and the Company setting forth the undertakings of the Agency and the Company with respect to the closing of the amended lease-leaseback transaction, and the development of the 2017 Facility (the "Agreement") is hereby approved. The Chairman of the Agency is hereby authorized, on behalf of the Agency, to execute and deliver the Agreement, with such changes in terms and form as the Chairman shall approve. The execution thereof by the Chairman shall constitute conclusive evidence of such approval.

Section 3.

The Company is herewith and hereby appointed the agent of the Agency to renovate and equip the 2017 Facility. The Company is hereby empowered to delegate its status as agent of the Agency to agents, subagents, contractors, subcontractors, materialmen, suppliers, vendors and such other parties as the Company may choose in order to renovate and equip the 2017 Facility. The terms and conditions for the appointment of the Company as agent of the Agency for the purposes described in this resolution are set forth in the form of the attached letter addressed to the Company, marked as **Exhibit C** to this resolution. The form of such letter is incorporated herein by reference and is approved and adopted by the Agency, and the Chairman or Executive Director of the Agency or any other duly authorized official of the Agency are authorized to execute and deliver such letter to the Company. The Agency hereby appoints the agents, subagents, contractors, subcontractors, materialmen, vendors and suppliers of the Company as agents of the Agency solely for purposes of making sales or leases of goods, services, and supplies to the 2017 Facility, and any such transaction between any agent, subagent, contractor, subcontractor, materialmen, vendor or supplier, and the

Company, as agent of the Agency shall be deemed to be on behalf of the Agency and for the benefit of the 2017 Facility. The Company shall indemnify the Agency with respect to any transaction of any kind between and among the agents, subagents, contractors, subcontractors, materialmen, vendors and/or suppliers and the Company, as agent of the Agency.

Section 4. Subject to the conditions set forth in Section 4.02 of the Agreement, the Agency shall (a) amend the Leaseback Agreement and the PILOT Agreement, (b) assist the Company in its renovation and equipping of the 2017 Facility and (c) will provide Financial Assistance with respect thereto.

Section 5. The law firm of Bond, Schoeneck & King, PLLC is appointed Transaction Counsel in connection with the amended lease-leaseback transaction.

Section 6. Counsel to the Agency and Transaction Counsel are hereby authorized to work with counsel to the Company and others to prepare, for submission to the Agency, all documents necessary to effect the amended lease-leaseback transaction.

Section 7. The Chairman of the Agency is hereby authorized and directed (i) to distribute copies of this resolution to the Company and (ii) to do such further things or perform such acts as may be necessary or convenient to implement the provisions of this resolution.

Section 8. This resolution shall take effect immediately.

STATE OF NEW YORK)
 : ss.:
COUNTY OF ONEIDA)

I, the undersigned Secretary of the Oneida County Industrial Development Agency DO HEREBY CERTIFY THAT:

I have compared the foregoing copy of a resolution of the Oneida County Industrial Development Agency (the "Agency"), with the original thereof on file in the office of the Agency, and that the same is a true and correct copy of such resolution and of the proceedings of the Agency in connection with such matter.

Such resolution was passed at a meeting of the Agency duly convened in public session on December 16, 2016 at eight a.m., local time, at Rome, New York which the following members were:

Members Present: F. Betrus, M. Fitzgerald, D. Grow, M.F. Messenger, E. Quadraro, S. Zogby

EDGE Staff Present: S. Papale, J. Waters, S. DiMeo, A. Gerardo, M. Kaucher, P. Zawko, C. Mercurio

Others Present: Mayor J. Izzo, M. Levitt, C. Levitt, L. Romano, D. Guzewich

The question of the adoption of the foregoing resolution was duly put to vote on roll call, which resulted as follows:

Voting Aye

F. Betrus
M. Fitzgerald
D. Grow
M.F. Messenger
E. Quadraro
S. Zogby

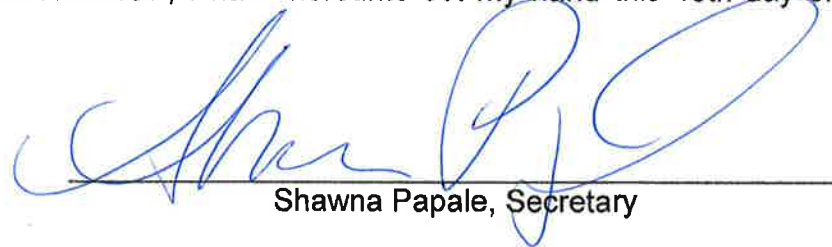
Voting Nay

and, therefore, the resolution was declared duly adopted.

The Agreement and the Application are in substantially the form presented to and approved at such meeting.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of said meeting, (ii) pursuant to Sections 103a and 104 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public and public notice of the time and place of said meeting was duly given in accordance with such Sections 103a and 104, (iii) the meeting in all respects was duly held, and (iv) there was a quorum present throughout.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of June 2017.



Shawna Papale, Secretary

EXHIBIT A
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York State General Municipal Law, will be held by the Oneida County Industrial Development Agency (the "Agency") on the ____ day of _____ 2017 at ____ a.m., local time, at the offices of the Oneida County Industrial Development Agency located at 584 Phoenix Drive, Rome, New York 13340 in connection with the following matters:

Cardinal Griffiss Realty, LLC, on behalf of itself and/or the principals of Cardinal Griffiss Realty, LLC, and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") entered into a transaction with the Oneida County Industrial Development Agency (the "Agency") whereby the Agency assisted the Company with the construction of a 46,500± gross square foot building (the "Improvements") situated on a 7.50± acre parcel of land located at 153 Brooks Road, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment") all of which is used for the coordination of redevelopment efforts for the recently realigned Griffiss Air Force Base (the Land, the Improvements and the Equipment referred to collectively as the "Facility"). The Company leases the Land and the Improvements to the Agency and the Agency leases the Land and Improvements back to the Company pursuant to a Leaseback Agreement. The Company subleases a ±35,718 square foot portion of the Facility (the "AIS Facility") to Assured Information Security, Inc. (the "Sublessee") for its operation and the Company retained the ±10,452 square foot balance of the Facility (the "Company Facility") to lease to prospective subtenants.

The Company has applied to the Agency to enter into a transaction in which the Agency will assist in renovations and full build-out of the Company Facility and the acquisition and installation of equipment therein (the "2017 Equipment") to suit the operational needs of the Sublessee and in furtherance of redevelopment efforts for the recently realigned Griffiss Air Force Base (the Company Facility and the 2017 Equipment is referred to as the "2017 Facility" and the renovation and equipping of the 2017 Facility is referred to as the "2017 Project"). The Company and the Agency will amend the Leaseback Agreement to add and include the 2017 Facility and the 2017 Project. At the end of the lease term, the Agency will terminate its leasehold interest in the Facility. The Agency previously provided financial assistance to the Company in the form of exemptions from sales and use taxes on materials and/or equipment used or incorporated in constructing the Improvements, exemptions from mortgage recording taxes, and abatement of real property taxes on the Existing Improvements for a period of fifteen (15) years pursuant to a First Amended and Restated PILOT Agreement dated as of January 1, 2012 (the "PILOT Agreement"), conditioned upon the Company maintaining certain employment levels. The Agency contemplates that it will (a) provide financial assistance to the Company relating to the 2017 Project in the form of exemptions from sales and use taxes on materials and/or equipment used or incorporated in renovating and equipping the Company Facility and abatement of real property taxes for a period of ten (10) years during which time the Company will pay a fixed annual PILOT Payment, conditioned upon the Company maintaining certain employment levels at the Facility and (b) amend the PILOT Agreement to provide for fixed PILOT Payments for the Facility for the remaining ten (10) years of the PILOT Agreement, all of which is a deviation from the Agency's Uniform Tax Exemption

Policy, to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

A representative of the Agency will at the above-stated time and place hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company or the location or nature of the Facility. A copy of the Application for Financial Assistance filed by the Company with the Agency, including an analysis of the costs and benefits of the proposed Project, is available for public inspection at the offices of the Agency, 584 Phoenix Drive, Rome, New York.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

Dated: January __, 2017

By: /s/ Shawna M. Papale, Executive Director

EXHIBIT B

MINUTES OF PUBLIC HEARING

Oneida County Industrial Development Agency
2017 Real Estate Lease Amendment
Cardinal Griffiss Realty, LLC Facility

1. David C. Grow, Chairman of the Oneida County Industrial Development Agency (the "Agency"), called the hearing to order.
2. The Chairman then appointed Shawna Papale, Secretary of the Issuer, to record the minutes of the hearing.
3. The Chairman then described the proposed project and related financial assistance as follows:

Cardinal Griffiss Realty, LLC, on behalf of itself and/or the principals of Cardinal Griffiss Realty, LLC, and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") entered into a transaction with the Oneida County Industrial Development Agency (the "Agency") whereby the Agency assisted the Company with the construction of a 46,500± gross square foot building (the "Improvements") situated on a 7.50± acre parcel of land located at 153 Brooks Road, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment") all of which is used for the coordination of redevelopment efforts for the recently realigned Griffiss Air Force Base (the Land, the Improvements and the Equipment referred to collectively as the "Facility"). The Company leases the Land and the Improvements to the Agency and the Agency leases the Land and Improvements back to the Company pursuant to a Leaseback Agreement. The Company subleases a ±35,718 square foot portion of the Facility (the "AIS Facility") to Assured Information Security, Inc. (the "Sublessee") for its operation and the Company retained the ±10,452 square foot balance of the Facility (the "Company Facility") to lease to prospective subtenants.

The Company has applied to the Agency to enter into a transaction in which the Agency will assist in renovations and full build-out of the Company Facility and the acquisition and installation of equipment therein (the "2017 Equipment") to suit the operational needs of the Sublessee and in furtherance of redevelopment efforts for the recently realigned Griffiss Air Force Base (the Company Facility and the 2017 Equipment is referred to as the "2017 Facility" and the renovation and equipping of the 2017 Facility is referred to as the "2017 Project"). The

Company and the Agency will amend the Leaseback Agreement to add and include the 2017 Facility and the 2017 Project. At the end of the lease term, the Agency will terminate its leasehold interest in the Facility. The Agency previously provided financial assistance to the Company in the form of exemptions from sales and use taxes on materials and/or equipment used or incorporated in constructing the Improvements, exemptions from mortgage recording taxes, and abatement of real property taxes on the Existing Improvements for a period of fifteen (15) years pursuant to a First Amended and Restated PILOT Agreement dated as of January 1, 2012 (the "PILOT Agreement"), conditioned upon the Company maintaining certain employment levels. The Agency contemplates that it will (a) provide financial assistance to the Company relating to the 2017 Project in the form of exemptions from sales and use taxes on materials and/or equipment used or incorporated in renovating and equipping the Company Facility and abatement of real property taxes for a period of ten (10) years during which time the Company will pay a fixed annual PILOT Payment, conditioned upon the Company maintaining certain employment levels at the Facility and (b) amend the PILOT Agreement to provide for fixed PILOT Payments for the Facility for the remaining ten (10) years of the PILOT Agreement, all of which is a deviation from the Agency's Uniform Tax Exemption Policy, to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

A representative of the Agency will at the above-stated time and place hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company or the location or nature of the Facility. A copy of the Application for Financial Assistance filed by the Company with the Agency, including an analysis of the costs and benefits of the proposed Project, is available for public inspection at the offices of the Agency, 584 Phoenix Drive, Rome, New York.

4. The Chairman then opened up the hearing for comments from the floor for or against the proposed financial assistance and the location and nature of the Facility. Attached is a listing of the persons heard and a summary of their views.
5. The Chairman then asked if there were any further comments, and, there being none, the hearing was closed at ____ a.m.

Shawna Papale, Secretary

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

I, the undersigned Secretary of the Oneida County Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the foregoing copy of the minutes of a public hearing held by the Oneida County Industrial Development Agency (the "Issuer") on _____, 2017 at _____ a.m. local time, at 584 Phoenix Drive, Rome, New York 13441 with the original thereof on file in the office of the Issuer, and that the same is a true and correct copy of the minutes in connection with such matter.

I FURTHER CERTIFY that (i) pursuant to Title 1 of Article 18-A of the New York General Municipal Law, said hearing was open to the general public, and public notice of the time and place of said hearing was duly given in accordance with such Title 1 of Article 18-A, (ii) the hearing in all respects was duly held, and (iii) members of the public had an opportunity to be heard.

IN WITNESS WHEREOF, I have hereunto set my hand as of _____,
2017.

Secretary

EXHIBIT C

(To be copied onto IDA letterhead and delivered
to the Company, when appropriate.)

_____, 2017

Peter Zawko, Manager
Cardinal Griffiss Realty, LLC
584 Phoenix Drive
Rome, New York 13441

RE: *Oneida County Industrial Development Agency
2017 Lease-Leaseback Amendment (Cardinal Griffiss Realty, LLC Facility)*

Dear Mr. Zawko:

Pursuant to a resolution duly adopted on December 16, 2016, Oneida County Industrial Development Agency (the "Agency") appointed Cardinal Griffiss Realty, LLC, and/or an entity formed or to be formed on its behalf (collectively, the "Company") its agent in connection with a transaction in which the Agency will assist in the 2017 Project, described below.

The Company entered into a transaction with the Agency whereby the Agency assisted the Company with the construction of a 46,500± gross square foot building (the "Improvements") situated on a 7.50± acre parcel of land located at 153 Brooks Road, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment") all of which is used for the coordination of redevelopment efforts for the recently realigned Griffiss Air Force Base (the Land, the Improvements and the Equipment referred to collectively as the "Facility"). The Company leases the Land and the Improvements to the Agency and the Agency leases the Land and Improvements back to the Company pursuant to a Leaseback Agreement. The Company subleases a ±35,718 square foot portion of the Facility (the "AIS Facility") to Assured Information Security, Inc. (the "Sublessee") for its operation and the Company retained the ±10,452 square foot balance of the Facility (the "Company Facility") to lease to prospective subtenants. The Company has requested the Agency now assist with renovations and full build-out of the Company Facility and the acquisition and installation of equipment therein (the "2017 Equipment") to suit the operational needs of the Sublessee and in furtherance of redevelopment efforts for the recently realigned Griffiss Air Force Base (the Company Facility and the 2017 Equipment is referred to as the "2017 Facility" and the renovation and equipping of the 2017 Facility is referred to as the "2017 Project").

This appointment includes authority to purchase on behalf of the Agency all materials to be incorporated into and made an integral part of the 2017 Facility, and the following activities as they relate to any renovation, equipping and completion of any buildings, whether or not any materials, equipment or supplies described below are incorporated into or become an integral part of such buildings: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with construction and equipping (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with construction and equipping and (iii) all purchases, leases, rentals and uses of equipment, machinery, and other tangible personal property (including installation costs), installed or placed in, upon or under such building, including all repairs and replacements of such property.

The agency appointment includes the power to delegate such agency appointment, in whole or in part, to agents, subagents, contractors, subcontractors, materialmen, suppliers and vendors of the Company and to such other parties as the Company chooses so long as they are engaged, directly or indirectly, in the activities hereinbefore described.

In exercising this agency appointment, you and each of your properly appointed agents and subagents must claim the sales tax exemption for all purchases by giving your vendors New York State Form ST-123. The supplier or vendor should identify the Facility on each bill or invoice as the "**Cardinal Griffiss Realty, LLC 2017 Facility**" and indicate thereon that the Company, its agents, subagents, contractors and subcontractors acted as agent for the Agency in making the purchase.

You and each of your agents, subagents, contractors and/or subcontractors claiming a sales tax exemption in connection with the Facility must also execute a copy of the Contract in Lieu of Exemption Certificate attached hereto, and must complete a New York State Department of Taxation and Finance Form ST-60. Original copies of each Contract in Lieu of Exemption Certificate and completed Form ST-60 must be delivered to the Agency within five (5) days of the appointment of each of your agents, subagents, contractors or subcontractors. Any agent, subagent, contractor or subcontractors of the Company which delivers completed Form ST-60 to the Agency will be deemed to be the agent, subagent, contractor or subcontractor of the Agency for purposes of constructing and equipping the 2017 Facility, and shall only then be authorized to use Form ST-123 as described above. Failure to comply with these requirements may result in loss of sales tax exemptions for the 2017 Facility.

It is important to note that contractors and subcontractors who have not been appointed subagent cannot use the sales tax exemption for equipment rental, tools, supplies and other items that do not become part of the finished project. Contractors and subcontractors must be appointed as agent or sub-agent of the Agency to use the Agency sales tax exemption for these purchases. Contractors and subcontractors who have not been appointed a subagent must claim the sales tax exemption for construction materials by giving their vendors a completed "Contractor Exempt Purchase Certificate" (Form ST-120.1) checking box (a).

The aforesaid appointment of the Company as agent of the Agency to construct and equip the 2017 Facility shall expire at the earlier of (a) the completion of such activities and improvements, or (b) December 16, 2017, provided, however, such appointment may be extended at the discretion of the Agency, upon the written request of the Company if such activities and improvements are not completed by such time, and further provided that the Agency shall not unreasonably withhold its consent to the extension of such appointment.

Based upon representations made by the Company, the value of the sales tax to be abated relating to the construction and equipping of the 2017 Facility is limited to \$27,918.00, and any exemptions claimed by the Company that exceed this amount will be subject to recapture.

You should be aware that the New York State General Municipal Law requires you to file an Annual Statement (Form ST-340) with the New York State Department of Taxation and Finance regarding the value of sales tax exemptions you, your agents, consultants or subcontractors have claimed pursuant to the authority we have conferred on you with respect to the 2017 Project. The penalty for failure to file such statement is the removal of your authority to act as an agent.

If, for some reason, this transaction never closes, you will be liable for payment of the sales tax, if applicable and you are not otherwise exempt, on all materials purchased.

Please sign and return a copy of this letter for our files.

Very truly yours,

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Name Shawna M. Papale
Title: Executive Director

ACCEPTED & AGREED:

CARDINAL GRIFFISS REALTY, LLC

By: _____
Name:
Title:

**State of New York }
County of Oneida } ss:**

I, Jessica Butera,
being sworn, says she is, and during the time hereinafter mentioned, was Legal Advertising Representative of the DAILY SENTINEL, a newspaper printed and published in the County of Oneida, aforesaid; and that the annexed printed Notice was inserted and published in said Newspaper once/ commencing

on the 12th day of January, 20 17

to wit: January 12, 2017

12th January, 20 17

Jessica Butera
Sworn to before me this 13th day of January, 20 17

Wendy J. Bonvicino Notary Public
WENDY J. BONVICINO
Notary Public - State of New York
No. 01BO5087737
Qualified in Oneida County
My Commission Expires Nov. 3, 2017

LEGAL NOTICE
NOTICE OF PUBLIC
HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York State General Municipal Law, will be held by the Oneida County Industrial Development Agency (the "Agency") on the 26th day of January 2017 at 9:00 a.m., local time, at the offices of the Agency located at 584 Phoenix Drive, Rome, New York 13340 in connection with the following matters:

Cardinal Griffiss Realty, LLC, on behalf of itself and/or the principals of Cardinal Griffiss Realty, LLC, and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") entered into a transaction with the Oneida County Industrial Development Agency (the "Agency") whereby the Agency assisted the Company with the construction of a 46,500± gross square foot building (the "Improvements") situated on a 7.50± acre parcel of land located at 153 Brooks Road, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment") all of which is used for the coordination of redevelopment efforts for the recently realigned Griffiss Air Force Base (the Land, the Improvements and the Equipment referred to collectively as the "Facility"). The Company leases the Land and the Improvements to the Agency and the Agency leases the Land and Improvements back to the Company pursuant to a Leaseback Agreement. The Company subleases a ±35,718 square foot portion of the Facility (the "AIS Facility") to Assured Information Security, Inc. (the "Sublessee") for its operation and the Company retained the ±10,452 square foot balance of the Facility (the "Company Facility") to lease to prospective subtenants.

ONEIDA COUNTY
INDUSTRIAL
DEVELOPMENT AGENCY

Dated: January 9, 2017
By: /s/ Shawna M. Papale,
Executive Director
1/12-1ti

applied to the Agency to enter into a transaction in which the Agency will assist in renovations and full build-out of the Company Facility and the acquisition and installation of equipment therein (the "2017 Equipment") to suit the operational needs of the Sublessee and in furtherance of redevelopment efforts for the recently realigned Griffiss Air Force Base (the Company Facility and the 2017 Equipment is referred to as the "2017 Facility" and the renovation and equipping of the 2017 Facility is referred to as the "2017 Project"). The Company and the Agency will amend the Leaseback Agreement to add and include the 2017 Facility and the 2017 Project. At the end of the lease term, the Agency will terminate its leasehold interest in the Facility. The Agency previously provided financial assistance to the Company in the form of exemptions from sales and use taxes on materials and/or equipment used or incorporated in constructing the Improvements, exemptions from mortgage recording taxes, and abatement of real property taxes on the Existing Improvements for a period of fifteen (15) years pursuant to a First Amended and Restated PILOT Agreement dated as of January 1, 2012 (the "PILOT Agreement"), conditioned upon the Company maintaining certain employment levels. The Agency contemplates that it will (a) provide financial assistance to the Company relating to the 2017 Project in the form of exemptions from sales and use taxes on materials and/or equipment used or incorporated in renovating and equipping the Company Facility and abatement of real property taxes for a period of ten (10) years during which time the Company will pay a fixed annual PILOT Payment, conditioned upon the Company maintaining certain employment levels at the Facility and (b) amend the PILOT Agreement to provide for fixed PILOT Payments for the Facility for the remaining ten (10) years of the PILOT Agreement, all of which is a deviation from the Agency's Uniform Tax Exemption Policy, to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

A representative of the Agency will at the above-stated time and place hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company or the location or nature of the Facility. A copy of the Application for Financial Assistance filed by the Company with the Agency, including an analysis of the costs and benefits of the proposed Project, is available for public inspection at the offices of the Agency, 584 Phoenix Drive, Rome, New York.

MINUTES OF PUBLIC HEARING

Oneida County Industrial Development Agency 2017 Real Estate Lease Amendment Cardinal Griffiss Realty, LLC Facility

1. David C. Grow, Chairman of the Oneida County Industrial Development Agency (the "Agency"), called the hearing to order.
2. The Chairman then appointed Shawna Papale, Secretary of the Issuer, to record the minutes of the hearing.
3. The Chairman then described the proposed project and related financial assistance as follows:

Cardinal Griffiss Realty, LLC, on behalf of itself and/or the principals of Cardinal Griffiss Realty, LLC, and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") entered into a transaction with the Oneida County Industrial Development Agency (the "Agency") whereby the Agency assisted the Company with the construction of a 46,500± gross square foot building (the "Improvements") situated on a 7.50± acre parcel of land located at 153 Brooks Road, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment") all of which is used for the coordination of redevelopment efforts for the recently realigned Griffiss Air Force Base (the Land, the Improvements and the Equipment referred to collectively as the "Facility"). The Company leases the Land and the Improvements to the Agency and the Agency leases the Land and Improvements back to the Company pursuant to a Leaseback Agreement. The Company subleases a ±35,718 square foot portion of the Facility (the "AIS Facility") to Assured Information Security, Inc. (the "Sublessee") for its operation and the Company retained the ±10,452 square foot balance of the Facility (the "Company Facility") to lease to prospective subtenants.

The Company has applied to the Agency to enter into a transaction in which the Agency will assist in renovations and full build-out of the Company Facility and the acquisition and installation of equipment therein (the "2017 Equipment") to suit the operational needs of the Sublessee and in furtherance of redevelopment efforts for the recently realigned Griffiss Air Force Base (the Company Facility and the 2017 Equipment is referred to as the "2017 Facility" and the renovation and equipping of the 2017 Facility is referred to as the "2017 Project"). The Company and the Agency will amend the Leaseback Agreement to add and include the 2017 Facility and the 2017 Project. At the end of

the lease term, the Agency will terminate its leasehold interest in the Facility. The Agency previously provided financial assistance to the Company in the form of exemptions from sales and use taxes on materials and/or equipment used or incorporated in constructing the Improvements, exemptions from mortgage recording taxes, and abatement of real property taxes on the Existing Improvements for a period of fifteen (15) years pursuant to a First Amended and Restated PILOT Agreement dated as of January 1, 2012 (the "PILOT Agreement"), conditioned upon the Company maintaining certain employment levels. The Agency contemplates that it will (a) provide financial assistance to the Company relating to the 2017 Project in the form of exemptions from sales and use taxes on materials and/or equipment used or incorporated in renovating and equipping the Company Facility and abatement of real property taxes for a period of ten (10) years during which time the Company will pay a fixed annual PILOT Payment, conditioned upon the Company maintaining certain employment levels at the Facility and (b) amend the PILOT Agreement to provide for fixed PILOT Payments for the Facility for the remaining ten (10) years of the PILOT Agreement, all of which is a deviation from the Agency's Uniform Tax Exemption Policy, to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

A representative of the Agency will at the above-stated time and place hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company or the location or nature of the Facility. A copy of the Application for Financial Assistance filed by the Company with the Agency, including an analysis of the costs and benefits of the proposed Project, is available for public inspection at the offices of the Agency, 584 Phoenix Drive, Rome, New York.

4. The Chairman then opened up the hearing for comments from the floor for or against the proposed financial assistance and the location and nature of the Facility. Attached is a listing of the persons heard and a summary of their views.
5. The Chairman then asked if there were any further comments, and, there being none, the hearing was closed at 9:15 a.m.



Shawna Papale, Secretary

Anthony J. Picente Jr,
County Executive

Shawna M. Papale
Secretary/
Executive Director/ Treasurer

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

OCIDA



584 Phoenix Drive
Rome, New York 13441-4105
(315) 338-0393, fax (315) 338-5694

David C. Grow
Chairman

Natalie Brown
Vice Chairman

Ferris Betrus Jr.
Michael Fitzgerald
Mary Faith Messenger
Eugene Quadraro
Stephen Zogby

TO: OCIDA Board of Directors

FROM: Mark Kaucher

DATE: January 26, 2017

RE: Public Hearing – Cardinal Griffiss Realty Build-Out Project

Attendees: MVEDGE Staff, Mark Kaucher and Peter Zawko

Public hearing opened at 9:00 AM.

Comments: Mr. Zawko asked that he be on record as speaking for the project.

Public Hearing was closed at 9:15 AM.

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

I, the undersigned Secretary of the Oneida County Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the foregoing copy of the minutes of a public hearing held by the Oneida County Industrial Development Agency (the "Issuer") on January 26, 2017 at 9:00 a.m. local time, at 584 Phoenix Drive, Rome, New York 13441 with the original thereof on file in the office of the Issuer, and that the same is a true and correct copy of the minutes in connection with such matter.

I FURTHER CERTIFY that (i) pursuant to Title 1 of Article 18-A of the New York General Municipal Law, said hearing was open to the general public, and public notice of the time and place of said hearing was duly given in accordance with such Title 1 of Article 18-A, (ii) the hearing in all respects was duly held, and (iii) members of the public had an opportunity to be heard.

IN WITNESS WHEREOF, I have hereunto set my hand as of June 15, 2017.


Secretary

Re: ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

STATE OF NEW YORK)
) SS:
COUNTY OF ONEIDA)

Curnin C. Maloy, being duly sworn, deposes and says:

On January 10, 2017 she deposited in a post office box regularly maintained by the United States Government in the City of Utica, New York, a copy of the Notice of Public Hearing to be held on the 26th day of January 2017 at 9:00 AM local time, at 584 Phoenix Drive, City of Rome, New York, relating to the Griffiss Utility Services Corporation (GUSC), copies of said Notices are attached hereto and made a part hereof, to the following parties at their respective addresses set forth below:

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Jacqueline M. Izzo, Mayor
City of Rome
198 North Washington Street
Rome, New York 13440

Paul Fitzpatrick, President
Board of Education
Rome City School District
409 Bell Road
Rome, New York 13440

Peter C. Blake, Superintendent
Rome City School District
409 Bell Road
Rome, New York 13440

David Dreidel
Director of Business and Finance
Rome City School District
409 Bell Road
Rome, New York 13440


Curnin C. Maloy

Sworn to before me this 10th
day of January 2017


Notary Public

LAURA S. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Reg. No. 01RU5031396
Commission Expires August 1, 2018

Anthony J. Picente Jr.
County Executive

Shawna Papale
Secretary/
Executive Director

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY



584 Phoenix Drive, Rome, New York 13441
(315) 338-0393, fax (315) 338-5694
info@mvedge.org; www.mvedge.org

David C. Grow, Chairman
Michael Fitzgerald, Vice Chairman
Mary Faith Messenger, Treasurer

Ferris Betrus Jr.
Eugene Quadraro
Steven Zogby

January 10, 2017

Mr. Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

Re: Cardinal Griffiss Realty, LLC Facility Amendment

Dear Sir:

On January 26, 2017 at 9 o'clock a.m., local time, at 584 Phoenix Drive, Rome, New York, the Oneida County Industrial Development Agency (the "Agency") will conduct a public hearing regarding this project for Cardinal Griffiss Realty, LLC. Attached is a copy of the Notice of Public Hearing describing the project and the financial assistance contemplated by the Agency. The Notice has been submitted to the *Daily Sentinel*, Rome, New York for publication.

You are welcome to attend such hearing at which time you will have an opportunity, both orally and in writing, to present your views with respect to the project. We are providing this notice to you, pursuant to Chapters 356 and 357 of the Laws of 1993, as the chief executive officer of an affected tax jurisdiction within which the project is located.

Should you desire to discuss this matter or if you have any questions concerning this notice please feel free to contact Shawna Papale at the Agency at telephone number 338-0393.

Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:

Shawna M. Papale, Executive Director

Anthony J. Picente Jr.
County Executive

Shawna Papale
Secretary/
Executive Director

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY



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David C. Grow, Chairman
Michael Fitzgerald, Vice Chairman
Mary Faith Messenger, Treasurer

Ferris Betrus Jr.
Eugene Quadraro
Steven Zogby

January 10, 2017

Jacqueline M. Izzo, Mayor
City of Rome
198 North Washington Street
Rome, New York 13440

Re: Cardinal Griffiss Realty, LLC Facility Amendment

Dear Madam:

On January 26, 2017 at 9 o'clock a.m., local time, at 584 Phoenix Drive, Rome, New York, the Oneida County Industrial Development Agency (the "Agency") will conduct a public hearing regarding this project for Cardinal Griffiss Realty, LLC. Attached is a copy of the Notice of Public Hearing describing the project and the financial assistance contemplated by the Agency. The Notice has been submitted to the *Daily Sentinel*, Rome, New York for publication.

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Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:


Shawna M. Papale, Executive Director

Anthony J. Picente Jr.
County Executive

Shawna Papale
Secretary/
Executive Director

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY



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Steven Zogby

January 10, 2017

Paul Fitzpatrick, President
Board of Education
Rome City School District
409 Bell Road
Rome, New York 13440

Re: Cardinal Griffiss Realty, LLC Facility Amendment

Dear Sir:

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Should you desire to discuss this matter or if you have any questions concerning this notice please feel free to contact Shawna Papale at the Agency at telephone number 338-0393.

Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:

Shawna M. Papale, Executive Director

c: Peter C. Blake, Superintendent of Schools
David Dreidel, Director of Business and Finance

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Article 18-A of the New York State General Municipal Law, will be held by the Oneida County Industrial Development Agency (the "Agency") on the 26th day of January 2017 at 9:00 a.m., local time, at the offices of the Agency located at 584 Phoenix Drive, Rome, New York 13340 in connection with the following matters:

Cardinal Griffiss Realty, LLC, on behalf of itself and/or the principals of Cardinal Griffiss Realty, LLC, and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") entered into a transaction with the Oneida County Industrial Development Agency (the "Agency") whereby the Agency assisted the Company with the construction of a 46,500± gross square foot building (the "Improvements") situated on a 7.50± acre parcel of land located at 153 Brooks Road, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment") all of which is used for the coordination of redevelopment efforts for the recently realigned Griffiss Air Force Base (the Land, the Improvements and the Equipment referred to collectively as the "Facility"). The Company leases the Land and the Improvements to the Agency and the Agency leases the Land and Improvements back to the Company pursuant to a Leaseback Agreement. The Company subleases a ±35,718 square foot portion of the Facility (the "AIS Facility") to Assured Information Security, Inc. (the "Sublessee") for its operation and the Company retained the ±10,452 square foot balance of the Facility (the "Company Facility") to lease to prospective subtenants.

The Company has applied to the Agency to enter into a transaction in which the Agency will assist in renovations and full build-out of the Company Facility and the acquisition and installation of equipment therein (the "2017 Equipment") to suit the operational needs of the Sublessee and in furtherance of redevelopment efforts for the recently realigned Griffiss Air Force Base (the Company Facility and the 2017 Equipment is referred to as the "2017 Facility" and the renovation and equipping of the 2017 Facility is referred to as the "2017 Project"). The Company and the Agency will amend the Leaseback Agreement to add and include the 2017 Facility and the 2017 Project. At the end of the lease term, the Agency will terminate its leasehold interest in the Facility. The Agency previously provided financial assistance to the Company in the form of exemptions from sales and use taxes on materials and/or equipment used or incorporated in constructing the Improvements, exemptions from mortgage recording taxes, and abatement of real property taxes on the Existing Improvements for a period of fifteen (15) years pursuant to a First Amended and Restated PILOT Agreement dated as of January 1, 2012 (the "PILOT Agreement"), conditioned upon the Company maintaining certain employment levels. The Agency contemplates that it will (a) provide financial assistance to the Company relating to the 2017 Project in the form of exemptions from sales and use taxes on materials and/or equipment used or incorporated in renovating and equipping the Company Facility and abatement of real property taxes for a period of ten (10) years during which time the Company will pay a fixed annual PILOT Payment, conditioned upon the Company maintaining certain employment levels at the Facility and (b) amend the PILOT Agreement to provide for fixed PILOT Payments for the Facility for the remaining ten (10) years of the PILOT Agreement, all of which is a deviation from the Agency's Uniform Tax Exemption Policy, to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein.

A representative of the Agency will at the above-stated time and place hear and accept written comments from all persons with views in favor of or opposed to either the proposed financial assistance to the Company or the location or nature of the Facility. A copy of the Application for Financial Assistance filed by the Company with the Agency, including an analysis of the costs and benefits of the proposed Project, is available for public inspection at the offices of the Agency, 584 Phoenix Drive, Rome, New York.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

Dated: January 9, 2017

By: /s/ Shawna M. Papale, Executive Director

INDUCEMENT AGREEMENT AND PROJECT AGREEMENT

THIS INDUCEMENT AGREEMENT AND PROJECT AGREEMENT RELATING TO THE **CARDINAL GRIFFISS REALTY, LLC FACILITY** (the "AGREEMENT") is between the **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, with offices at 584 Phoenix Drive, Rome, New York 13441 (the "Agency"), and **CARDINAL GRIFFISS REALTY, LLC**, a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York, having an address of 584 Phoenix Drive, Rome, New York 13441 (the "Company").

Article 1. Preliminary Statement. Among the matters of mutual inducement which have resulted in the execution of this AGREEMENT are the following:

1.01. The Agency is authorized and empowered by the provisions of Article 18-A of the General Municipal Law of the State of New York as amended, and Chapter 372 of the Laws of 1970 of the State of New York, as may be amended from time to time (collectively, the "Act") to undertake "Projects" (as defined in the Act) and to lease or sell the same upon such terms and conditions as the Agency may deem advisable.

1.02. The purposes of the Act are (i) to promote industry and develop trade by inducing manufacturing, industrial, warehousing, research, civic, recreation and commercial enterprises to locate or remain in the State and (ii) to encourage and assist in the providing of industrial pollution control facilities and (iii) to promote the economic welfare and prosperity of the inhabitants of the State. The Act vests the Agency with all powers necessary to enable it to accomplish such purposes.

1.03. (a) The Company entered into a transaction with the Agency whereby the Agency assisted the Company with the construction of a 46,500± gross square foot building (the "Improvements") situated on a 7.50± acre parcel of land located at 153 Brooks Road, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment") all of which is used for the coordination of redevelopment efforts for the recently realigned Griffiss Air Force Base (the Land, the Improvements and the Equipment referred to collectively as the "Facility"). The Company leases the Facility to the Agency, pursuant to the Act and pursuant to a Lease Agreement dated as of August 1, 2010 (the "Lease Agreement"), and the Agency leases the Facility back to the Company pursuant to a Leaseback Agreement dated as of August 1, 2010 (the "Leaseback Agreement"). The Company subleases a ±35,718 square foot portion of the Facility (the "AIS Facility") to Assured Information Security, Inc., a New York business corporation (the "Sublessee") for its operation upon the terms and conditions set forth in a Sublease Agreement, dated as of July 1, 2010 (the "Sublease Agreement") by and between the Company and the Sublessee. The Company retained the ±10,452 square foot balance of the Facility (the "Company Facility") to lease to prospective subtenants, including Sublessee.

(b) The Company has submitted to the Agency an Application for Financial Assistance dated December 8, 2016, which Application may be amended from time to time prior to closing of the sale-leaseback or lease-leaseback transaction described below (the "Application") requesting that the Agency assist in renovations and full build-out of the Company Facility and the acquisition and installation of equipment therein (the "2016 Equipment") to suit the operational needs of the Sublessee and in furtherance of redevelopment efforts for the recently realigned Griffiss Air Force Base (the Company Facility and the 2016 Equipment is referred to as the "2017 Facility" and the renovation and equipping of the 2017 Facility is referred to as the "2017 Project"). The parties will amend the Leaseback Agreement to add and include the 2017 Facility.

1.04. The Company hereby represents to the Agency that the 2017 Project (a) will not result in the removal of an industrial or manufacturing plant from one area of the State to another area of the State or an abandonment of one or more plants of the Company located in the State; (b) is reasonably necessary to discourage the Company and/or the Sublessee from removing such other plant or facility to a location outside the State, or (c) is reasonably necessary to preserve the competitive position of the Company and/or the Sublessee in its industry. The renovation and equipping of the 2017 Facility has not commenced as of December 16, 2016.

1.05. The Agency has determined that the renovation and equipping of the 2017 Facility, as described in the Company's Application will promote and further the purposes of the Act.

1.06. On December 16, 2016, the Agency adopted a resolution (the "Resolution" or the "Inducement Resolution") agreeing to undertake the 2017 Project in order to assist the Company and to effectuate the purposes of the Act and, subject to the happening of all acts, conditions and things required precedent to such undertaking and the satisfactory completion of such additional acts and reviews as the Agency may deem appropriate, to undertake an amended lease-leaseback transaction in connection with the 2017 Project.

1.07. In the Resolution, the Agency appointed the Company and its agents and other designees, as its agent for the purposes of renovating and equipping the 2017 Facility, and such appointment includes the following activities as they relate to the renovation and equipping of the 2017 Facility, whether or not the materials, services or supplies described below are incorporated into or become an integral part of the 2017 Facility: (i) all purchases, leases, rentals and other uses of tools, machinery and equipment in connection with acquiring, renovating and equipping the 2017 Facility, (ii) all purchases, rentals, uses or consumption of supplies, materials and services of every kind and description used in connection with acquiring, renovating and equipping the 2017 Facility, and (iii) all purchases, leases, rentals and uses of equipment, machinery, and other tangible personal property (including installation costs with respect thereto), installed or placed in, upon or under the 2017 Facility, including all repairs and replacements of such property. Such agency appointment includes the

power to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent for the Agency, and in general to do all things which may be requisite or proper for completing the 2017 Facility, all with the same powers and with the same validity as the Agency could do if acting on its own behalf.

1.08. (a) In the Resolution, the Agency contemplates that it will (i) provide financial assistance to the Company relating to the 2017 Project in the form of exemptions from sales and use taxes on materials and/or equipment used or incorporated in the 2017 Facility, exemptions from mortgage recording taxes and abatement of real property taxes on the 2017 Facility for a period of ten (10) years, during which time the Company will make a fixed PILOT Payment; and (ii) amend the PILOT Agreement to convert all PILOT Payments to fixed amounts for the remaining ten (10) years, all of which represents a deviation from the Agency's Uniform Tax Exemption Policy, to be more particularly described in a Final Authorizing Resolution to be adopted by the Agency prior to the closing of the transactions described herein (collectively, the "Financial Assistance").

(b) Based upon representations made by the Company in the Application, the value of the Financial Assistance is described as follows:

Sales and use tax exemption	\$25,380.00 (not to exceed \$27,918.00)
Mortgage recording tax exemption	\$4,875.00
Real property tax abatement	\$149,405.00 (approximately)

1.09. It is understood and agreed by the parties that the purpose of the Agency's provision of Financial Assistance is to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of the Facility together with the 2017 Project facility to advance job opportunities, health, general prosperity and economic welfare of the people of Oneida County and to otherwise accomplish the public purpose of the Act.

1.10. Attached as Exhibit A to this Agreement is a copy of the Second Amended and Restated PILOT Agreement that reflects the Financial Assistance currently contemplated by the Agency in the Resolution. The Company acknowledges that the Agency (a) reserves all rights to amend the Second Amended and Restated PILOT Agreement to reflect the terms of the Financial Assistance for which the Agency grants final approval as it authorizes in the final authorizing resolution and (b) is under no obligation to enter into the Second Amended and Restated PILOT Agreement unless all conditions described in Section 4.02 hereof are met to the satisfaction of the Agency.

Article 2. Undertakings on the Part of the Agency. Based upon the statements, representations and undertakings of the Company regarding the Facility and the 2017

Facility and subject to the conditions set forth herein, the Agency hereby confirms and acknowledges:

2.01. Upon satisfactory completion of the conditions precedent set forth herein and in the Resolution and the satisfactory completion of such additional acts and reviews as the Agency may deem appropriate, the Agency will (A) adopt, or cause to be adopted, such proceedings and authorize the execution of such documents as may be necessary or advisable for (i) an amended lease-leaseback transaction, (ii) the renovation and equipping of the 2017 Facility, and (iii) the leasing of the 2017 Facility to the Company pursuant to the amended Leaseback Agreement, all as shall be authorized by law and be mutually satisfactory to the Agency and the Company and (B) shall amend the existing lease-leaseback transaction pursuant to the terms of the Act, as then in force, for the purpose of financing certain costs of the 2017 Facility.

2.02. The Leaseback Agreement is for a fifteen (15) year term and obligates the Company to make aggregate basic payments in the amount of \$500.00 as and when the same shall become due and payable. The Agency's leasehold interest in the Facility shall automatically terminate at the end of the Lease Term. The Leaseback Agreement contains a provision that will allow the Company to terminate the Leaseback Agreement at any time upon written notice to the Agency and upon payment by the Company of all applicable fees, penalties and recapture of benefits, if applicable. The Leaseback Agreement, as amended, shall contain all provisions required by law and such other provisions as shall be mutually acceptable to the Agency and the Company.

2.03. That all services, costs and expenses of whatever nature incurred in connection with the renovation, equipping, installation, replacement, rebuilding, restoration, repair, maintenance and operation of the 2017 Facility have been and will continue to be undertaken by the Company as agent for the Agency, regardless of whether such services, costs and expenses were undertaken and/or paid in its own name or in the name of the Agency, and the Agency shall furnish to the Company an appropriate letter on Agency letterhead evidencing the authority of the Company to act as agent of the Agency.

2.04. That, in connection with any lease by the Agency to the Company that is, in turn, subleased or leased by the Company, it is the intent of all parties to the transactions that any sublease or lease is undertaken by the Company as agent for the Agency.

2.05. That, at the request of the Company, and subject to the agreement between the Agency and the Company, any future transfers of fee or leasehold interest of any portion of real property upon which the Facility is located and not owned by the Agency, are hereby authorized, such transfers to be from the Company to the Agency, and there shall be no need for any further official action on behalf of the Agency other than the execution of the appropriate documents evidencing such transfer.

2.06. The Agency will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

Article 3. Undertakings on the Part of the Company. Based upon the statements, representations and undertakings of the Agency herein and in the Resolution and subject to the conditions set forth herein and in the Resolution, the Company agrees as follows:

3.01. The Company hereby accepts the appointment made by the Agency in the Resolution to be the true and lawful agent of the Agency to (i) renovate, equip, repair and maintain the 2017 Facility and (ii) make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions, as the stated agent of the Agency, and in general to do all things which may be requisite or proper for completing the 2017 Facility, all with the same powers and the same validity as the Agency could do if acting on its own behalf, including the authority to delegate such Agency appointment, as described in the Resolution.

3.02. In the Application, the Company represented that it will retain (or cause the Sublessee to retain) the existing 135 full time equivalent positions at the Facility and maintain all for the duration of the Lease Term as a result of undertaking the 2017 Facility (the "Employment Obligation"). The Company acknowledges that the Financial Assistance is conditioned upon the Company maintaining (or causing the Sublessee to maintain) the Employment Obligation for the full term of the Leaseback Agreement and failure to do so may result in the termination or recapture of Financial Assistance.

3.03. The Company will, to the extent deemed by it to be necessary or desirable, enter into a contract or contracts for the acquisition, renovation and equipping of the 2017 Facility (including any necessary contracts for the acquisition of real property necessary or useful in said Facility).

3.04. Contemporaneously with the closing of the amended lease-leaseback transaction the Company will enter into the Amendment to (or Amended and Restated) Leaseback Agreement with the Agency containing, among other things, the terms and conditions described in Section 2.02 hereof.

3.05. (a) The Company shall not permit to stand, and will, at its own expense, take all steps reasonably necessary to remove (or bond the same if acceptable to the Agency and its counsel), any mechanics' or other liens against the Facility for labor or materials furnished in connection with the renovation and equipping of the 2017 Facility. The Company shall forever defend, indemnify and hold the Agency, its members, officers, employees, and agents, and anyone for whose acts or omissions the Agency or any of them may be liable, harmless from and against all costs, losses, expenses, claims, damages and liabilities of whatever kind or nature arising, directly or indirectly, out of or based on labor, services, materials and supplies, including equipment, ordered

or used in connection with the renovation and equipping of the 2017 Facility or arising out of any contract or other arrangement therefor (and including any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of any of the foregoing), whether such claims or liabilities arise as a result of the Company acting as agent for the Agency pursuant to this AGREEMENT or otherwise.

(b) The Company shall forever defend, indemnify and hold harmless the Agency, its members, officers, employees and agents, and anyone for whose acts or omissions the Agency or any of them may be liable, from and against all claims, causes of action, liabilities and expenses (including without limitation attorneys' fees) howsoever arising for loss or damage to property or any injury to or death of any person (including, without limitation, death of or injury to any employee of the Company or any sublessee) that may occur subsequent to the date hereof by any cause whatsoever in relation to the 2017 Facility including the failure to comply with the provisions of Article 3.05 hereof, or arising, directly or indirectly, out of the ownership, renovation, equipping, acquisition, operation, maintenance, repair or financing of the 2017 Facility, and including, without limitation, any expenses incurred by the Agency in defending any claims, suits or actions which may arise as a result of the foregoing.

(c) The defense and indemnities provided for in this Article 3 shall apply whether or not the claim, liability, cause of action or expense is caused or alleged to be caused, in whole or in part, by the activities, acts, fault or negligence of the Agency, its members, officers, employees and agents, anyone under the direction and control of any of them, or anyone for whose acts or omissions the Agency or any of them may be liable, and whether or not based upon the breach of a statutory duty or obligation or any theory or rule of comparative or apportioned liability, subject only to any specific prohibition relating to the scope of indemnities imposed by law. Without limiting the generality of the foregoing, the foregoing indemnifications shall apply to and encompass any action (or alleged failure to act) of the Agency pursuant to the SEQR Act.

(d) The Company shall provide and carry workers' compensation and disability insurance as required by law and comprehensive liability insurance with such coverages (including, without limitation, owner's protective for the benefit of the Agency and contractual coverage covering the indemnities herein provided for), with such limits and with such companies as may be approved by the Agency. Upon the request of the Agency, the Company shall provide certificates of insurance in form satisfactory to the Agency evidencing such insurance.

3.06. With the exception of the authorizations required to be adopted by the Agency for the Agency to enter into the amended lease-leaseback transaction, the Company agrees that, as agent for the Agency or otherwise, it will comply with all the requirements of all federal, state and local laws, rules and regulations of whatever kind and howsoever denominated applicable to the Agency and/or the Company with respect to the 2017 Facility, the renovation and equipping thereof, the operation and

maintenance of the 2017 Facility and the financing thereof. Every provision required by law to be inserted herein shall be deemed to be set forth herein as if set forth in full; and upon the request of either party, this AGREEMENT shall be amended to specifically set forth any such provision or provisions. The Company certifies, under penalty of perjury, that it is in substantial compliance with all local, state and federal tax, worker protection and environmental laws, rules and regulations.

3.07. The Company will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3.08. If it should be determined that any State or local sales or compensatory use taxes or similar taxes however denominated are payable with respect to the acquisition, purchase or rental of machinery or equipment, materials or supplies in connection with the 2017 Project, or are in any manner otherwise payable directly or indirectly in connection with the 2017 Project, the Company shall pay the same and defend and indemnify the Agency from and against any liability, expenses and penalties arising out of, directly or indirectly, the imposition of any such taxes.

3.09. The Company shall file with the New York State Department of Taxation and Finance an annual statement of the value of all sales and use tax exemptions claimed in connection with the 2017 Facility, in compliance with Section 874(8) of the New York State General Municipal Law. The Company shall provide the Agency with a copy of such annual statement at the time of filing with the State Department of Taxation and Finance. Based upon representations made by the Company in the Application, the value of the sales tax to be abated relating to the 2017 Project is estimated at estimated at \$25,380.00 not to exceed \$27,918.00. The Company acknowledges that the financial assistance currently authorized by the Agency is limited to \$27,918.00 and the Agency is required by law to recapture the New York State portion of sales tax of any exemptions claimed by the Company that exceed this amount.

3.10. If the Facility is leased to another party by the Agency and subleased to the Company, then in such event, the Company guarantees all of the covenants, undertakings and indemnities of such other party as set forth in this Article 3.

3.11. The Company shall provide annually, to the Agency, a certified statement and documentation: (i) enumerating the full time equivalent jobs retained and the full time equivalent jobs created by the Sublessee as a result of the Financial Assistance, by category, including full time equivalent independent contractors or employees of independent contractors that work at the Facility, and (ii) indicating that the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created by the Sublessee that was provided in the application for Financial Assistance is still accurate and if it is not still accurate, providing a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and jobs created. Exhibit C contains

the form of annual certification as well as additional Project assessment information that the Agency requires, on an annual basis, to be submitted to the Agency by the Company.

3.12. In accordance with Section 875(3) of the General Municipal Law, the policies of the Agency, and the Resolution, the Company covenants and agrees that it may be subject to recapture of any and all Financial Assistance if it is determined by the Agency that:

(a) the Company or its subagents, if any, authorized to make purchases for the benefit of the 2017 Project is not entitled to the sales and use tax exemption benefits; or

(b) the sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the Company or its subagents, if any; or

(c) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the 2017 Project; or

(d) the Company has made a material false or misleading statement, or omitted any information which, if included, would have rendered any information in the application or supporting documentation false or misleading in any material respect, on its application for Financial Assistance; or

(e) the Company (or the Sublessee) fails to meet and maintain the Employment Obligation; or

(f) the Company failed to submit to the Agency its annual report so that the Agency can confirm that the 2017 Project is achieving the Employment Obligation and other objectives of the 2017 Project.

If the Agency determines to recapture any Financial Assistance, the Company agrees and covenants that it will (i) cooperate with the Agency in its efforts to recover or recapture any or all Financial Assistance obtained by the Company and (ii) promptly pay over any or all such amounts to the Agency that the Agency demands in connection therewith. Upon receipt of such amounts, the Agency shall then redistribute such amounts to the appropriate affected tax jurisdiction(s), unless agreed to otherwise by any tax jurisdiction(s). The Company further understands and agrees that in the event that the Company fails to pay over such amounts to the Agency, the New York State Tax Commissioner may assess and determine the New York State and local sales and use tax due from the Company, together with any relevant penalties and interest due on such amounts.

Article 4. General Provisions.

4.01. This AGREEMENT sets forth the terms and conditions under which Financial Assistance shall be provided to the Company; no Financial Assistance shall be provided to the Company prior to the effective date of this Agreement. This AGREEMENT shall remain in effect until the amended Leaseback Agreement becomes effective. It is the intent of the Agency and the Company that this AGREEMENT be superseded in its entirety by the amended Leaseback Agreement, except for the indemnities and guarantee of indemnities contained herein, which shall survive.

4.02. It is understood and agreed by the Agency and the Company that amending the existing lease-leaseback transaction and the execution of the amendment to the Leaseback Agreement and related documents are subject to (i) obtaining all necessary governmental approvals, (ii) approval of the directors of the Company, (iii) approval of the members of the Agency, (iv) satisfactory completion of the environmental review of the Facility by the Agency in compliance with the State Environmental Quality Review Act, (v) agreement by the Agency and the Company upon mutually acceptable terms and conditions for the amendment to Leaseback Agreement and other documentation usual and customary to transactions of this nature, (vi) the condition that there are no changes in New York State Law which prohibit or limit the Agency from fulfilling its obligation and commitment as herein set forth to enter into the amended lease-leaseback transaction and (vii) payment by the Company of the Agency's transaction fee and the fees and disbursements of bond counsel or transaction counsel. The Agency's transaction fee is calculated based upon the size of the project; based upon the projections in the Company's Application, the transaction fee for this project is estimated at \$6,000.00, which will be payable in full at closing.

4.03. The Company agrees that it will reimburse the Agency for all reasonable and necessary direct out-of-pocket expenses that the Agency may incur as a consequence of executing this AGREEMENT or performing its obligations hereunder. Examples of such expenses include, but are not limited to, photocopies, phone and fax charges, postage and other shipping charges incurred in connection with closing the amended lease-leaseback transaction or complying with any requests after closing relating to the amended lease-leaseback transaction, including but not limited to requests under the Freedom of Information Act, requests relating to the 2017 Project.

4.04. If for any reason the amended lease-leaseback transaction does not close on or before twelve (12) months from the execution hereof, the provisions of this AGREEMENT (other than the provisions of Articles 3.05, 3.06, 3.07 and 3.08 above, which shall survive) shall, unless extended by agreement of the Agency and the Company (whether before or after such original expiration date), terminate and be of no further force or effect, and following such termination neither party shall have any rights against the other party except:

(a) The Company shall pay the Agency for all expenses which were authorized by the Company and incurred by the Agency in connection with the renovation and equipping of the 2017 Facility;


(b) The Company shall assume and be responsible for any contracts for renovation or purchase of equipment entered into by the Agency at the request of or as agent for the Company in connection with the 2017 Project; and

(c) The Company will pay the out-of-pocket expenses of members of the Agency, counsel for the Agency and Transaction Counsel incurred in connection with the 2017 Project and will pay the reasonable fees of counsel for the Agency and Transaction Counsel for legal services relating to the 2017 Project or the proposed financing thereof.

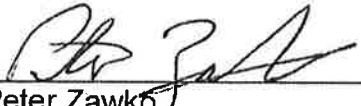
[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this AGREEMENT to be effective as of December 16, 2016.

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: 
David C. Grow
Chairman

CARDINAL GRIFFISS REALTY, LLC

By: 
Peter Zawko
Manager

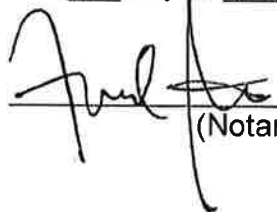
STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

Peter Zawko, being first duly sworn, deposes and says:

1. That I am the Manager of Cardinal Griffiss Realty, LLC and that I am duly authorized on behalf of the Company to bind the Company and to execute this Agreement.
2. That the Company confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the 2017 Project is in substantial compliance with all applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.


(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury this 20 day of February, 2017.


(Notary Public)

FREDERICK J ARCURI
Notary Public, State of New York
No. 02AR6108720
Qualified in Oneida County
Commission Expires April 19, 2017

EXHIBIT A
PILOT AGREEMENT

CARDINAL GRIFFISS REALTY, LLC

and

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

SECOND AMENDED AND RESTATED
PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Oneida County Industrial Development Agency
2017 Amendment to Real Estate Lease

(CARDINAL GRIFFISS REALTY, LLC FACILITY)

County of Oneida

and

City of Rome

and

Rome City School District

Tax Account Number: 243.000-1-1.35

**SECOND AMENDED AND RESTATED
PAYMENT-IN-LIEU-OF-TAX AGREEMENT**

THIS SECOND AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT, dated April __, 2017, is by and between **CARDINAL GRIFFISS REALTY, LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York, having its principal office at 584 Phoenix Drive, Rome, New York 13441 (the "Company") and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, an industrial development agency and a public benefit corporation of the State of New York having its principal office at 584 Phoenix Drive, Rome, New York 13441 (the "Agency").

W I T N E S S E T H:

WHEREAS, the Agency is authorized and empowered by the provisions of Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended, (the "Enabling Act"), and Chapter 372 of the 1970 Laws of New York, as amended, constituting Section 901 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of, among others, industrial facilities for the purpose of promoting, attracting and developing economically sound commerce and industry in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, the Company previously requested the Agency assist in a certain industrial development facility consisting of construction of a 46,500± gross square foot building (the "Improvements") situated on a 7.50± acre parcel of land located at the corner of Route 825 and Brooks Road, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment") all to be used for the coordination of redevelopment efforts for the recently realigned Griffiss Air Force Base (the Land, the Improvements and the Equipment referred to collectively as the "Facility"); and

WHEREAS, the Company granted the Agency a leasehold interest in and to the Facility by way of a Lease Agreement dated as of August 1, 2010 (the "Lease Agreement") by and between the Agency and the Company, a memorandum of which was recorded in the Office of the Oneida County Clerk on September 16, 2010 at Instrument R2010-001058; and

WHEREAS, the Agency leases the Facility back to the Company pursuant to a Leaseback Agreement dated as of August 1, 2010 between the Agency and the Company (the "Leaseback Agreement"), a memorandum of which was recorded in the Office of the Oneida County Clerk on September 16, 2010 at Instrument R2010-001059, such that title will remain in the Agency throughout the Lease Term (as such term is defined in the Leaseback Agreement); and

WHEREAS, the Company subleases a ±35,718 gross square feet portion of the Facility (the "AIS Facility") to Assured Information Security, Inc., a New York business corporation with offices at 245 Hill Road, Rome, New York 13441 (the "Sublessee") for its operation upon the terms and conditions set forth in a Sublease Agreement, dated as of July 1, 2010 (the "Sublease Agreement") by and between the Company and the Sublessee; and

WHEREAS, the Company retains the ±10,782 square foot balance of the Facility (the "Company Facility") to lease to prospective subtenants, including Sublessee; and

WHEREAS, the Company has now requested the Agency assist with renovations and full build-out of the Company Facility and the acquisition and installation of equipment therein (the "2016 Equipment") to suit the operational needs of the Sublessee (the Company Facility and the 2016 Equipment is referred to as the "2017 Facility" and the renovation and equipping of the 2017 Facility is referred to as the "2017 Project"); and

WHEREAS, the Company will sublease the Company Facility to the Sublessee pursuant to a Sublease Agreement dated January 17, 2017 (the "2017 Sublease Agreement"); and

WHEREAS, Community Bank, N.A., successor in interest to Oneida Savings Bank (the "Lender") intends to finance a portion of the costs of the 2017 Project by making a loan to the Company in the principal amount of \$650,000.00 (the "Loan") to be secured by (a) a Collateral Security Mortgage dated April __, 2107 (the "2017 Mortgage") from the Agency and the Company to the Lender and (b) an Assignment of Leases and Rents dated April __, 2107 (the "2017 Assignment") from the Agency and the Company to the Lender; and

WHEREAS, the Facility is exempt from, among other things, real property taxes, general property taxes, general school district taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Facility or the interest therein of the Company or the occupancy thereof by the Company (the "Exempt Taxes") commencing on the first date of the Exemption Term, as that date is established by the parties and as described herein, because the Facility is, or will be, under the jurisdiction, supervision and/or control of the Agency and used for a purpose within the meaning of the applicable Constitutional and statutory provisions, including the Enabling Act, provided, however, such exemption will not extend to special assessments or ad valorem levies; and

WHEREAS, the Company understands that it, as lessee of the Facility leased by the Agency, will, in fact, have Exempt Taxes to pay under the provisions of the Lease Agreement from the first date of the Exemption Term (as that date is determined by the parties and described herein) through the term of the Lease Agreement (the "Exemption Term"); and

WHEREAS, each year of the Exemption Term is more particularly set forth on Schedule B attached hereto (each year being referred to as an "Exemption Year"); and

WHEREAS, the Agency and the Company entered into an agreement dated as of January 1, 2012 (the "First Amended and Restated PILOT Agreement") making provision for payments-in-lieu-of-taxes and such assessments by the Company to the City of Rome or any village which may be incorporated after the date hereof, within which the Facility is or may be, wholly or partially located, Oneida County, Rome City School District and appropriate special districts (hereinafter each a "Taxing Authority" and collectively the "Taxing Authorities") in which any part of the Facility is or is to be located; and

WHEREAS, the Agency and the Company desire to amend the terms of the First Amended and Restated PILOT Agreement by way of this Second Amended and Restated PILOT Agreement; and

WHEREAS, all defined terms herein as indicated by the capitalization of the first letter thereof and not otherwise defined herein shall have the meanings ascribed to such terms as set forth in the Leaseback Agreement.

NOW, THEREFORE, to provide for certain payments to the Taxing Authorities, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Company shall pay to each Taxing Authority:

(a) all taxes that are due with respect to the Facility prior to the Exemption Term, no later than the last day during which such payments may be made without penalty; and

(b) all special assessments and ad valorem taxes coming due and payable during the term of the Lease Agreement for which the Facility is not exempt, no later than the last day during which such payments may be made without penalty.

2. The Company shall pay to the Taxing Authorities as set forth on Schedule A attached hereto and made a part hereof an aggregate amount in lieu of the Exempt Taxes (the "PILOT Payments") during each Exemption Year in the amounts set forth below:

Exemption Year 1	20% of Exempt Taxes
Exemption Year 2	20% of Exempt Taxes
Exemption Year 3	20% of Exempt Taxes
Exemption Year 4	20% of Exempt Taxes
Exemption Year 5	20% of Exempt Taxes
Exemption Year 6	\$67,329.30
Exemption Year 7	\$68,675.88
Exemption Year 8	\$70,049.40
Exemption Year 9	\$102,213.35
Exemption Year 10	\$72,879.40
Exemption Year 11	\$122,276.31
Exemption Year 12	\$136,060.18
Exemption Year 13	\$150,346.50
Exemption Year 14	\$165,149.85
Exemption Year 15	\$180,485.19
Exemption Year 16 and thereafter:	100% of Exempt Taxes

The fixed PILOT Payments shall be billed by the Taxing Authorities in the same proportion as taxes would have been apportioned but for the Agency's involvement, unless the Taxing Authorities have consented in writing to a specific apportionment (For the purposes of apportioning the PILOT Payments, each Taxing Authority shall use the tax rate for the prior Exemption Year).

Anything herein to the contrary, notwithstanding, this Second Amended and Restated PILOT Agreement shall terminate on the date on which the Leaseback Agreement shall terminate and the Agency shall terminate its leasehold interest in the Facility pursuant to the Leaseback Agreement.

Anything herein to the contrary, notwithstanding, upon the failure of the Company in making any payment when due hereunder and upon failure to cure such default within thirty (30) days of receipt of notice as herein provided, the Company shall henceforth pay as PILOT Payments one hundred percent (100%) of the Exempt Taxes together with interest at the rate of nine percent (9%) per annum on any delinquent PILOT Payments together with expenses of collection, including but not limited to, payment of attorneys' fees; provided, however, nothing herein contained shall be deemed to limit any other rights and remedies the Agency may have hereunder or under any other Transaction Document.

The Agency, the Company and the Lender are entering into a PILOT Payment Escrow Account Agreement dated April __, 2017 (the "PILOT Escrow Agreement") under which the Lender has agreed to establish a restricted account for the collection of funds from the Company and payment of PILOT Payments to the Taxing Authorities. Nothing contained in the PILOT Escrow Agreement shall be deemed to limit the Company's obligations under this Agreement, and the Company shall remain wholly responsible for the full and faithful compliance hereunder.

3. The Company will make PILOT Payments to each Taxing Authority hereunder for each Exemption Year by making the required payment to such Taxing Authority no later than the last day during which such Exempt Taxes could otherwise be made without penalty as if the Agency did not have a leasehold interest in the Facility.

4. The PILOT Payments to be made by the Company pursuant to this Second Amended and Restated PILOT Agreement are intended to be in lieu of all Exempt Taxes that would have to be paid on the Facility leased to the Company by the Leaseback Agreement.

5. If, by reason of a change in the Constitution or laws of the State of New York, or an interpretation of the Constitution or the laws of the State of New York by the Court of Appeals (or such lower court from which the time to appeal has expired) of the State of New York, or for any other reason, the Company is required to pay any tax which the payments specified herein are intended to be in lieu of, the Company may deduct the aggregate of any such

payments made by it from the amount herein agreed to be paid in lieu of such taxes and need only pay the difference (if such difference is a positive number). Furthermore, inasmuch as the PILOT Payments herein agreed to be made by the Company are intended to be in lieu of all Exempt Taxes, it is agreed that said payments shall not, as to any Exemption Year, be in an amount greater than would be payable for such year for such Exempt Taxes, in the aggregate, by a private corporation on account of its holding a leasehold interest in the Facility.

6. This Second Amended and Restated PILOT Agreement shall be binding upon the successors and assigns of the parties.

7. It is the intent of the parties that the Company will have all the rights and remedies of a taxpayer with respect to any real property or other tax, service charge, special benefit, ad valorem levy, assessment or special assessment because of which, or in lieu of which, the Company is obligated to make a payment hereunder, as if and to the same extent as if the Agency did not hold a leasehold interest in the Facility. It is the further intent of the parties that the Company will have all of the rights and remedies of a taxpayer as if and to the same extent as if the Agency did not hold a leasehold interest in the Facility with respect to any proposed assessment or change in assessment concerning the property, or any portion thereof, whether through an assessor, board of assessment review, court of law, or otherwise and likewise will be entitled to protest before and be heard by such assessor, board of assessment review, court of law or otherwise and will be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any taxes that would have been payable but for the provisions hereof. In the event, however, that a court of competent jurisdiction shall enter an order or judgment determining or declaring that, by reason of the Agency's holding a leasehold interest in the Facility, the Company does not have the right to bring a proceeding to review such assessment under the Real Property Tax Law or any other law, then the Company shall have the right to contest such assessment in the name and as the agent of the Agency, and the Agency agrees to cooperate with the Company in all respects in any such proceeding.

8. All amounts payable by the Company hereunder will be paid to the respective Taxing Authority and will be payable in such lawful money of the United States of America as at the time of payment is legal tender for the payment of public and private debts, including a check payable in such money.

9. (a) If any term or provision hereof should be for any reason held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such term or

provision will be deemed separate and independent and the remainder hereof will remain in full force and effect and will not be invalidated, impaired or otherwise affected by such holding or adjudication.

(b) This Second Amended and Restated PILOT Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

(c) All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when received or upon refusal of receipt by United States registered or certified mail, postage prepaid, return receipt requested, to the Agency or the Company, as the case may be, addressed as follows:

To the Agency:

Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441
Attn: Executive Director

With a copy to:

Bond, Schoeneck & King, PLLC
501 Main Street
Utica, New York 13501
Attn.: Linda E. Romano, Esq.

To the Company:

Cardinal Griffiss Realty, LLC
584 Phoenix Drive
Rome, New York 13441
Attn: Peter Zawko, Authorized Representative

With a copy to:

Camille T. Kahler, Esq.
Saunders Kahler, LLP
185 Genesee Street, Suite 1400
Utica, New York 13501

provided, that the Agency or the Company may, by notice given hereunder to the other, designate any further or different addresses to which subsequent notices, certificates or other communications to them shall be sent.

(d) This Second Amended and Restated PILOT Agreement shall be governed by and construed in accordance with the law of the State of New York, exclusive of its conflicts of law principles.

(e) This Second Amended and Restated PILOT Agreement replaces in its entirety the First Amended and Restated PILOT Agreement, the terms of which are effective immediately.

[signature pages follow]

IN WITNESS WHEREOF, the parties have executed this **Second Amended and Restated PILOT Agreement** as of the date first above written.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
David C. Grow
Its Chairman

CARDINAL GRIFFISS REALTY, LLC

By: _____
Peter A. Zawko
Its Manager

STATE OF NEW YORK)
) SS:
COUNTY OF ONEIDA)

On the ____ day of _____ 2017, before me, the undersigned a notary public in and for said state, personally appeared **David C. Grow**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF ONEIDA)

On the ____ day of _____ 2017 before me, the undersigned a notary public in and for said state, personally appeared **Peter Zawko**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A

Receiver of Taxes
Oneida County
800 Park Avenue
Utica, NY 13501

Receiver of Taxes
City of Rome
City Hall
198 North Washington Street
Rome, New York 13440
Attn.: City Treasurer

Rome City School District
409 Bell Road
Rome, New York 13440
Attn.: District Treasurer

SCHEDULE B

EXEMPTION YEARS

Exemption Year (Assessment Roll Year)	County/City Taxes	School Taxes
Year One (07/26/2011)	01/01/2012 – 12/31/2012	07/01/2012 – 06/30/2013
Year Two (07/31/2012)	01/01/2013 – 12/31/2013	07/01/2013 – 06/30/2014
Year Three (07/30/2013)	01/01/2014 – 12/31/2014	07/01/2014 – 06/30/2015
Year Four (07/29/2014)	01/01/2015 – 12/31/2015	07/01/2015 – 06/30/2016
Year Five (07/28/2015)	01/01/2016 – 12/31/2016	07/01/2016 – 06/30/2017
Year Six (07/26/2016)	01/01/2017 – 12/31/2017	07/01/2017 – 06/30/2018
Year Seven (07/25/2017)	01/01/2018 – 12/31/2018	07/01/2018 – 06/30/2019
Year Eight (07/31/2018)	01/01/2019 – 12/31/2019	07/01/2019 – 06/30/2020
Year Nine (07/30/2019)	01/01/2020 – 12/31/2020	07/01/2020 – 06/30/2021
Year Ten (07/28/2020)	01/01/2021 – 12/31/2021	07/01/2021 – 06/30/2022
Year Eleven (07/27/2021)	01/01/2022 – 12/31/2022	07/01/2022 – 06/30/2023
Year Twelve (07/26/2022)	01/01/2023 – 12/31/2023	07/01/2023 – 06/30/2024
Year Thirteen (07/25/2023)	01/01/2024 – 12/31/2024	07/01/2024 – 06/30/2025
Year Fourteen (07/30/2024)	01/01/2025 – 12/31/2025	07/01/2025 – 06/30/2026
Year Fifteen (07/30/2025)	01/01/2026 – 12/31/2026	07/01/2026 – 06/30/2027

EXHIBIT B
FORM OF ANNUAL REPORT TO AGENCY

Project Code: 0 **Fund Type: 0** **Project Name:**

Schedule of Supplemental Information (Bonds/Notes or Straight Lease)

Project Owner and Address:
 Contact Name
 Company
 Address

Total Project/Lease Amount: \$
 Bonded Project Amount: \$
 Non-profit?

Straight Lease End Date:
 Bond/Note Amount: \$
 New tax revenues if no exemptions granted:

Please check box if applicable:
 Not all data is reported. Letter of explanation attached.

2016 Tax Exemptions – Amounts that would have been payable, AS TAXES, without IDA exemptions.

Sales Tax (ST)	Real Property Tax (RPT)	Mortgage Recording Tax (MR)	Total Tax Exemptions (Sum of ST, RPT and MRT)	Total Exemptions Net of RPTL Sec 485-b Exemptions
State: \$	County: \$	\$	\$	\$
Local: \$	Local (sum of city/town/village): \$			
	School: \$			

2016 Payments in Lieu of Taxes (PILOTS) Paid. DO NOT INCLUDE SPECIAL DISTRICT ASSESSMENT PAYMENTS (ie, sewer, water, lighting, etc. districts)

County	Local (sum of city/town/village)	School District	Total PILOTS Paid	Code
\$	\$	\$	\$	0

Straight Lease: Identify method of financial assistance utilized by project, other than tax exemptions claimed by project. Identify by amount and type:

FORM CONTINUED ON NEXT PAGE

Project Code: 0 **Fund Type: 0** **Project Name:**

Schedule of Supplemental Information Continues (Bonds/Notes or Straight Lease)

Full-Time Equivalent (FTE) Jobs Created and Retained

# FTE Employees at Project Location Prior to IDA Status	Original Estimate of Jobs to be Created	Original Estimate of Jobs to be Retained	# Current FTE Employees	# FTE Jobs Created During Fiscal Year	# FTE Jobs Retained During Fiscal Year	# FTE Construction Jobs Created during Fiscal Year

FOR PROJECTS CLOSED AFTER JULY 2016 ONLY. If the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created, that was provided in the original project application is still accurate, please check this box: **If the information is no longer accurate, complete chart below.**

Salary and Fringe Benefits for Jobs to be Retained and Created:

Category of Jobs to be Retained and Created	# CURRENT FTE Per Category	Average Annual Salary or Range of Salary	Average Annual Fringe Benefits or Range of Fringe Benefits
Management			
Administrative			
Production			
Independent Contractor			
Other			

*Contact Name (if different from page 1): _____
 *Contact Address (if different from page 1): _____

*Contact Telephone: _____
 *Contact Fax: _____
 *Contact Email: _____
 *Person Completing Form: _____ * Required

I certify that to the best of my knowledge and belief all of the information on this form is correct. I also understand that failure to report completely and accurately may result in enforcement of provisions of my agreement, including but not limited to voidance of the agreement and potential claw back of benefits.

Signed: _____
 (authorized company representative)

Date: _____

PROJECT CODE: 0

Bonds and Notes Related to Project*

(*If you do not have a Bond, please skip this section)

Type of Debt:	Bond(s) <input checked="" type="checkbox"/> Note(s) <input type="checkbox"/>	Bond(s) <input checked="" type="checkbox"/> Note(s) <input type="checkbox"/>	Bond(s) <input checked="" type="checkbox"/> Note(s) <input type="checkbox"/>	Bond(s) <input checked="" type="checkbox"/> Note(s) <input type="checkbox"/>	Total
Date of Issue:					
Interest Rate:					
<ul style="list-style-type: none"> • At issuance • If variable, applicable range 					
Outstanding Beginning of Fiscal Year:					
Issued During Fiscal Year:					
Paid During Fiscal Year:					
Outstanding End of Fiscal Year:					
Final Maturity Date:					Final maturity date of last outstanding bond:

Project Code: 0 Fund Type: 0 Project Name:

Questions for Housing Projects ONLY

(1) Describe the housing project constructed or renovated in detail (type of housing, number of units, etc.):

If construction or renovation is incomplete, when is the issuance of a Certificate of Occupancy anticipated? _____
If available, please attach copy of Certificate of Occupancy.

(2) Describe how you changed the pre-Project use of the facility or property being utilized, for the Project.

(3) Did the project have any impact on the existing infrastructure or upgrades to the current infrastructure (water, sewer, electrical, gas, etc.)? If yes please provide detail and who you are working with at the applicable organization(s).

(4) If your project is a multi-use facility please provide details of the project, project square footage breakdown of non-housing to housing usage: detail the job creation and retention associated with the non-housing component.

(5) Does the project provide a community benefit? If yes, provide detail substantiating (reference the IDA policy).

RESOLUTION OF THE ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY DETERMINING THAT ACTION TO PROVIDE FINANCIAL ASSISTANCE RELATING TO A PROJECT FOR THE BENEFIT OF CARDINAL GRIFFISS REALTY, LLC WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT

WHEREAS, Cardinal Griffiss Realty, LLC, on behalf of itself and/or the principals of Cardinal Griffiss Realty, LLC, and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") entered into a transaction with the Oneida County Industrial Development Agency (the "Agency") whereby the Agency assisted the Company with the construction of a 46,500± gross square foot building (the "Improvements") situated on a 7.50± acre parcel of land located at 153 Brooks Road, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment") all of which is used for the coordination of redevelopment efforts for the realigned Griffiss Air Force Base (the Land, the Improvements and the Equipment referred to collectively as the "Facility");

WHEREAS, the Company leases the Facility to the Agency, pursuant to Article 18-A of the General Municipal Law of the State of New York and Chapter 372 of the Laws of 1970 of the State of New York, as may be amended from time to time (collectively, the "Act") and pursuant to a Lease Agreement dated as of August 1, 2010 (the "Lease Agreement"), and the Agency leases the Facility back to the Company pursuant to a Leaseback Agreement dated as of August 1, 2010 (the "Leaseback Agreement"); and

WHEREAS, the Company subleases a ±35,718 square foot portion of the Facility (the "AIS Facility") to Assured Information Security, Inc., a New York business corporation (the "Sublessee") for its operation upon the terms and conditions set forth in a Sublease Agreement, dated as of July 1, 2010 (the "Sublease Agreement") by and between the Company and the Sublessee; and

WHEREAS, the Company retained the ±10,452 square foot balance of the Facility (the "Company Facility") to lease to prospective subtenants, including Sublessee; and

WHEREAS, the Company has applied to the Agency to enter into a transaction in which the Agency will assist in renovations and full build-out of the Company Facility and the acquisition and installation of equipment therein (the "2017 Equipment") to suit the operational needs of the Sublessee and in furtherance of redevelopment efforts for the recently realigned Griffiss Air Force Base (the Company Facility and the 2017 Equipment is referred to as the "2017 Facility" and the renovation and equipping of the 2017 Facility is referred to as the "2017 Project"); and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations"), the Agency desires to determine whether the acquisition, renovation and equipping of the 2017 Facility may have a

"significant effect on the environment" (as said quoted term is defined in the SEQR Act and the Regulations) and therefore require the preparation of an environmental impact statement; and

WHEREAS, to aid the Agency in determining whether the acquisition, renovation, and equipping of the 2017 Facility may have a significant effect upon the environment, the Company has prepared and submitted to the Agency a short environmental assessment form (the "EAF"), a copy of which was presented to and reviewed by the Agency at this meeting and copies of which are on file at the office of the Agency; and

WHEREAS, pursuant to the Regulations, the Agency has examined the EAF order to make a determination as to the potential environmental significance of the Facility.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY AS FOLLOWS:

Section 1. Based on an examination of the Application, the EAF, and based further upon the Agency's knowledge of the area surrounding the Facility and such further investigation of the 2017 Facility and its environmental effects as the Agency has deemed appropriate, the Agency makes the following findings and determinations with respect to the Facility:

- (A) The 2017 Facility is as described in the Application and the EAF;
- (B) The 2017 Facility constitutes an "Unlisted Action" (as defined in the Regulations);
- (C) No potentially significant impacts on the environment are noted in the EAF for the 2017 Facility, and none are known to the Agency;
- (D) The 2017 Facility will not result in (i) substantial adverse change in existing air quality; ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production; or a substantial increase in potential for erosion, flooding, leaching or drainage problems; (ii) the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of a resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on threatened or endangered species of animal or plant, or the habitat of such species; or (iii) other significant adverse impacts to natural resources;
- (E) The 2017 Facility will not affect a critical environmental area as designated pursuant to 6 NYCRR 617.14(g);
- (F) The 2017 Facility will not conflict with the community's current plans or goals as officially approved or adopted;
- (G) The 2017 Facility will not result in the impairment of the character or quality of important historical, archeological, architectural, or aesthetic resources or of existing community or neighborhood character;

(H) The 2017 Facility will not result in a major change in the use of either the quantity or type of energy;

(I) The 2017 Facility will not result in the creation of a hazard to human health;

(J) The 2017 Facility will not result in a substantial change in the use, or intensity of use, of land including architectural, open space or recreational resources, or in its capacity to support existing uses;

(K) The 2017 Facility will not result in encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action;

(L) The 2017 Facility will not result in the creation of a material demand for other actions that would result in one or more of the above consequences;

(M) The 2017 Facility will not result in changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment; and

(N) The 2017 Facility will not result in two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant impact on the environment, but when considered cumulatively would meet one or more of the criteria in 6 NYCRR Section 617.7(c).

Section 2. The Agency hereby determines that the 2017 Facility will not have a significant impact on the environment and the Agency will not require the preparation of an environmental impact statement with respect to the 2017 Facility. As a result, the Agency has prepared a negative declaration with respect to the 2017 Facility.

Section 3. The Executive Director of the Agency is hereby directed to file in the Agency's records a negative declaration with respect to the 2017 Facility (said negative declaration to be substantially in the form and substantially to the effect of the negative declaration attached hereto).

Section 4. This resolution shall take effect immediately.

[Remainder of page left blank intentionally]

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

I, the undersigned Secretary of the Oneida County Industrial Development Agency, DO HEREBY CERTIFY THAT:

I have compared the foregoing copy of a resolution of the Oneida County Industrial Development Agency (the "Agency") with the original thereof on file in the office of the Agency, and the same is a true and correct copy of such resolution and of the proceedings of the Agency in connection with such matter.

Such resolution was passed at a meeting of the Board of Directors of the Agency duly convened in public session on February 16, 2017 at 8 a.m. local time, at 584 Phoenix Drive, Rome, New York at which the following members were:

Members Present: M. Fitzgerald, D. Grow, M.F. Messenger, S. Zogby, F. Betrus (via video conference), E. Quadraro (via video conference)

EDGE Staff Present: S. Papale; J. Waters; M. Kaucher; C. Mercurio; P. Zawko

Others Present: L. Ruberto; C. Levitt; M. Levitt; D. Guzewich; Rome Mayor J. Izzo; B. Maxim, NE Regional Council of Carpenters; T. Iorizzo.

The question of the adoption of the foregoing resolution was duly put to vote on roll call, which resulted as follows:

Voting Aye

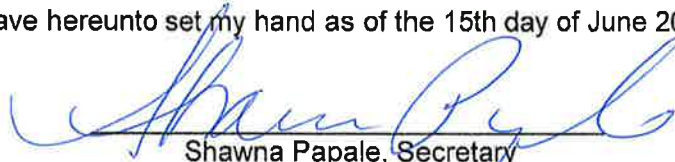
Voting Nay

- M. Fitzgerald
- D. Grow
- M.F. Messenger
- S. Zogby
- F. Betrus
- E. Quadraro

and, therefore, the resolution was declared duly adopted.

I FURTHER CERTIFY that (i) all directors of the Agency had due notice of said meeting, (ii) pursuant to Sections 103a and 104 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public and public notice of the time and place of said meeting was duly given in accordance with such Sections 103a and 104, (iii) the meeting in all respects was duly held, and (iv) there was a quorum present throughout.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 15th day of June 2017.



Shawna Papale, Secretary

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Cardinal Griffiss Realty, LLC			
Name of Action or Project:		First Floor Buildout	
Project Location (describe, and attach a location map):		153 Brooks Road, Rome NY 13441	
Brief Description of Proposed Action:			
Name of Applicant or Sponsor:		Telephone: (315) 338-0393	
Cardinal Griffiss Realty, LLC		E-Mail: pzawko@mvedge.org	
Address:			
584 Phoenix Drive			
City/PO:		State:	Zip Code:
Rome		NY	13441
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO
			YES
			X
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO
			YES
Building permit; Certificate of Occupancy – City of Rome			X
3 a. Total acreage of the site of the proposed action? <u>~1/4</u> acres b. Total acreage to be physically disturbed? <u>-0-</u> acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? <u>7.5</u> acres			

4. Check all land uses that occur on, adjoining and near the proposed action.
 Urban Rural (non-agriculture) Industrial Commercial Residential (suburban)
 Forest Agriculture Aquatic Other (specify): _____
 Parkland

Page 1 of 3

	NO	YES	N/A
5. Is the proposed action, a. A permitted use under the zoning regulations?		X	
b. Consistent with the adopted comprehensive plan?		X	
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO		YES X
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO		YES
	X		
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO		YES
b. Are public transportation service(s) available at or near the site of the proposed action?	X		
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?			X
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO		YES
			X
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO		YES
			X
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO		YES
			X
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO		YES
b. Is the proposed action located in an archeological sensitive area?	X		
	X		
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO		YES
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	X		
	X		
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input checked="" type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural/grasslands <input checked="" type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO		YES
	X		

16. Is the project site located in the 100 year flood plain?	NO	YES
	X	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="radio"/> NO <input checked="" type="radio"/> YES	NO	YES
	X	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ _____	<input type="radio"/> NO <input checked="" type="radio"/> YES	

Page 2 of 3

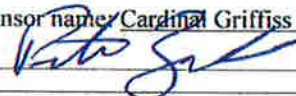
18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____	NO	YES
	X	
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	X	
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	X	

I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor name: Cardinal Griffiss Realty, LLC

Date: December 8, 2016

Signature: _____



Project:	Cardinal Griffiss Realty, LLC
Date:	February 16, 2017

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Agency Use Only [If applicable]

Project:

Date:

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
Oneida County Industrial Development Agency	February 16, 2017
Name of Lead Agency	Date
Shawna M. Papale	Executive Director
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

Date: February 16, 2017

At a meeting of the Oneida County Industrial Development Agency, Oneida County, New York (the "Agency"), held at 584 Phoenix Drive, Rome, New York on the 16th day of February 2017, the following members of the Agency were:

Members Present: M. Fitzgerald, D. Grow, M.F. Messenger, S. Zogby, F. Betrus (via video conference), E. Quadraro (via video conference)

EDGE Staff Present: S. Papale; J. Waters; M. Kaucher; C. Mercurio; P. Zawko

Others Present: L. Ruberto; C. Levitt; M. Levitt; D. Guzewich; Rome Mayor J. Izzo; B. Maxim, NE Regional Council of Carpenters; T. Iorizzo.

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining continuing to hold title to a certain industrial development facility more particularly described below (Cardinal Griffiss Realty, LLC Facility) and the continued leasing of the facility to Cardinal Griffiss Realty, LLC.

The following resolution was duly moved, seconded, discussed and adopted with the following members voting:

F. Betrus voting aye;
M. Fitzgerald voting aye;
D. Grow voting aye;
M.F. Messenger voting aye;
E. Quadraro voting aye;
S. Zogby voting aye.

RESOLUTION OF THE ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY AUTHORIZING THE AGENCY TO EXECUTE THE FIRST AMENDMENT TO LEASEBACK AGREEMENT, THE SECOND AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT, THE LOAN DOCUMENTS AND OTHER RELATED DOCUMENTS WITH RESPECT TO THE 2017 EXPANSION OF THE CARDINAL GRIFFISS REALTY, LLC FACILITY LOCATED AT 153 BROOKS ROAD IN THE CITY OF ROME, ONEIDA COUNTY.

WHEREAS, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended and Chapter 372 of the Laws of 1970 of the State of New York (collectively, the "Act"), the Agency was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

WHEREAS, Cardinal Griffiss Realty, LLC, on behalf of itself and/or the principals of Cardinal Griffiss Realty, LLC, and/or an entity formed or to be formed on behalf of any of the foregoing (collectively, the "Company") entered into a transaction with the Oneida County Industrial Development Agency (the "Agency") whereby the Agency assisted the Company with the construction of a 46,500± gross square foot building (the "Improvements") situated on a 7.50± acre parcel of land located at 153 Brooks Road, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment") all of which is used for the coordination of redevelopment efforts for the realigned Griffiss Air Force Base (the Land, the Improvements and the Equipment referred to collectively as the "Facility");

WHEREAS, the Company leases the Facility to the Agency, pursuant to Article 18-A of the General Municipal Law of the State of New York and Chapter 372 of the Laws of 1970 of the State of New York, as may be amended from time to time (collectively, the "Act") and pursuant to a Lease Agreement dated as of August 1, 2010 (the "Lease Agreement"), and the Agency leases the Facility back to the Company pursuant to a Leaseback Agreement dated as of August 1, 2010 (the "Leaseback Agreement"); and

WHEREAS, the Company subleases a ±35,718 square foot portion of the Facility (the "AIS Facility") to Assured Information Security, Inc., a New York business corporation (the "Sublessee") for its operation upon the terms and conditions set forth in a Sublease Agreement, dated as of July 1, 2010 (the "Sublease Agreement") by and between the Company and the Sublessee; and

WHEREAS, the Company retained the ±10,452 square foot balance of the Facility (the "Company Facility") to lease to prospective subtenants, including Sublessee; and

WHEREAS, the Company has applied to the Agency to enter into a transaction in which the Agency will assist in renovations and full build-out of the Company Facility and the acquisition and installation of equipment therein (the "2017 Equipment") to suit the operational needs of the Sublessee and in furtherance of redevelopment efforts for the recently realigned Griffiss Air Force

Base (the Company Facility and the 2017 Equipment is referred to as the “2017 Facility” and the renovation and equipping of the 2017 Facility is referred to as the “2017 Project”); and

WHEREAS, the Agency and the Company will amend the Leaseback Agreement to add and include the 2017 Facility pursuant to a certain First Amendment to Leaseback Agreement by and between the Company and the Agency (the “First Amendment”); and

WHEREAS, the Agency by resolution duly adopted on December 16, 2016 (the “Resolution”) decided to proceed under the provisions of the Act to undertake the 2017 Project and enter into the First Amendment; and

WHEREAS, the Company has requested that the Agency execute certain loan documents (the “Loan Documents”) from the Agency and the Company to Community Bank, N.A., a national banking association with its principal office at 160 Brooks Road, Rome, New York 13441 (the “Bank”) with respect to the Facility in connection with a loan from the Bank in the original principal amount of approximately \$650,000 to finance certain costs of the 2017 Facility; and

WHEREAS, the Company has agreed to indemnify the Agency against certain losses, claims, expenses, damages and liabilities which may arise in connection with the transaction contemplated by the lease of the Facility.

NOW, THEREFORE, BE IT RESOLVED by the Oneida County Industrial Development Agency (a majority of the members thereof affirmatively concurring) as follows:

Section 1. The Agency hereby finds and determines:

(a) By virtue of the Act, the Agency has been vested with all powers necessary and convenient to carry out and effectuate the purposes and provisions of the Act and to exercise all powers granted to it under the Act; and

(b) The 2017 Facility constitutes a “project”, as such term is defined in the Act; and

(c) The renovation and equipping of the 2017 Facility and the leasing of the 2017 Facility together with the Facility to the Company will promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of Oneida County and the State of New York and improve their standard of living and thereby serve the public purposes of the Act; and

(d) The renovation and equipping of the 2017 Facility is reasonably necessary to induce the Company (or the Sublessee) to maintain and expand its business operations in the State of New York; and

(e) Based upon representations of the Company and its counsel, the Facility conforms with the local zoning laws and planning regulations of Oneida County and all regional and local land use plans for the area in which the Facility is located; and

(f) The Facility and the operations conducted therein do not have a significant effect on the environment, as determined in the accordance with Article 8 of the Environmental Conservation Law of the State of New York and the regulations promulgated thereunder; and

(g) It is desirable and in the public interest for the Agency to lease the 2017 Facility together with the Facility; and

(h) The Leaseback Agreement, as amended by the First Amendment, is an effective instrument whereby the Agency leases the 2017 Facility to the Company together with the Facility; and

(i) The Second Amended and Restated Payment in Lieu of Taxes Agreement (the "Second Amended and Restated PILOT Agreement"), by and between the Company and the Agency, in form satisfactory to the Chairman and Agency Counsel, will be an effective instrument whereby the Agency and the Company set forth the terms and conditions of their Agreement regarding the Company's payments in lieu of real property taxes.

Section 2. In consequence of the foregoing, the Agency hereby determines to: (i) lease the Facility to the Company pursuant to the Leaseback Agreement, as amended by the First Amendment, (ii) execute, deliver and perform the First Amendment, (iii) execute, deliver and perform the Second Amended and Restated PILOT Agreement, (vi) grant a mortgage on and security interest in and to the Facility to the Bank pursuant to the Loan Documents; (viii) execute, deliver and perform the Loan Documents.

Section 3. The Agency is hereby authorized to acquire the real property and personal property described in Exhibit A and Exhibit B, respectively, to the Leaseback Agreement and to do all things necessary or appropriate for the accomplishment thereof, and all acts heretofore taken by the Agency with respect to such acquisition are hereby approved, ratified and confirmed.

Section 4. The form and substance of the First Amendment and the Second Amended and Restated PILOT Agreement (each in substantially the forms customarily used by the Agency with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, any member of the Agency or Agency Counsel shall approve) are hereby approved. The form and substance of the Loan Documents (each in substantially the forms and containing the exculpatory language customarily used by the Agency with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, any member of the Agency or Agency Counsel shall approve) are hereby approved.

Section 5.

(a) The Chairman, Vice Chairman, or any member of the Agency are hereby authorized, on behalf of the Agency, to execute and deliver the First Amendment, the Second Amended and Restated PILOT Agreement and the Loan Documents, all in substantially the forms thereof presented to this meeting with such changes, variations, omissions and insertions as the Chairman, Vice Chairman, or any member of the Agency shall approve, and such other related documents as may be,

in the judgment of the Chairman and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution (hereinafter collectively called the "Agency Documents"). The execution thereof by the Chairman, Vice Chairman, or any member of the Agency shall constitute conclusive evidence of such approval.

(b) The Chairman, Vice Chairman, or any member of the Agency are further hereby authorized, on behalf of the Agency, to designate any additional Authorized Representatives of the Agency (as defined in and pursuant to the Leaseback Agreement).

Section 6. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Agency Documents, and to execute and deliver all such additional certificates, instruments and documents, pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Agency Documents binding upon the Agency.

Section 7. This resolution shall take effect immediately.

STATE OF NEW YORK)

: ss.:

COUNTY OF ONEIDA)

I, the undersigned Secretary of the Oneida County Industrial Development Agency, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Oneida County Industrial Development Agency (the "Agency"), including the resolutions contained therein, held on the 16th day of February 2017, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Agency and of such resolutions set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

That the First Amendment, the Second Amended and Restated PILOT Agreement and the Loan Documents contained in this transcript of proceedings are each in substantially the form presented to the Agency and/or approved by said meeting.

I FURTHER CERTIFY that (i) all members of the Agency had due notice of said meeting, (ii) pursuant to Sections 103a and 104 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public and public notice of the time and place of said meeting was duly given in accordance with such Sections, (iii) the meeting in all respects was duly held, and (iv) there was a quorum present throughout.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 15th day of June 2017.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: 

Shawna M. Papale, Secretary

Re: ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

STATE OF NEW YORK)
) SS:
COUNTY OF ONEIDA)

Curnin C. Maloy, being duly sworn, deposes and says:

On February 8, 2017 she deposited in a post office box regularly maintained by the United States Government in the City of Utica, New York, a copy of a deviation notice regarding a final authorizing resolution to be considered by the Oneida County Industrial Development Agency relating to the **Cardinal Griffiss Realty, LLC Facility**, at a meeting to be held on February 16, 2017 at 8:00 AM, local time, at Oneida County IDA, 584 Phoenix Drive, City of Rome, New York, copy of said notice is attached hereto and made a part hereof, to the following parties at their respective addresses set forth below:

Mr. Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

Paul Fitzpatrick, President
Board of Education
Rome City School District
409 Bell Road
Rome, New York 13440

Ms. Jacqueline Izzo, Mayor
City of Rome
198 North Washington Street
Rome, New York 13440

Peter C. Blake, Superintendent
Rome City School District
409 Bell Road
Rome, New York 13440


Curnin C. Maloy

Sworn to before me this 8th
day of February, 2017


Notary Public

LAURA S. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Reg. No. 01RU5031396
Commission Expires August 1, 2018

Anthony J. Picente Jr.
County Executive

Shawna Papale
Secretary/
Executive Director

Jennifer Waters
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY



584 Phoenix Drive, Rome, New York 13441
(315) 338-0393, fax (315) 338-5694
info@mvedge.org; www.mvedge.org

David C. Grow, Chairman
L. Michael Fitzgerald, Vice Chairman
Mary Faith Messenger, Treasurer

Ferris Betrus Jr.
Eugene Quadraro
Steven Zogby

February 8, 2017

Mr. Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

Re: *Cardinal Griffiss Realty, LLC Facility*

Dear Sir:

On February 16, 2017 at 8:00 a.m. local time at 584 Phoenix Drive, Rome, New York 13441, the Oneida County Industrial Development Agency (the "Agency") will meet to consider a final authorizing resolution regarding the above-referenced project for the use of Cardinal Griffiss Realty, LLC (the "Company").

The Company entered into a transaction with the Agency whereby the Agency assisted the Company with the construction of a 46,500± gross square foot building (the "Improvements") situated on a 7.50± acre parcel of land located at 153 Brooks Road, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment") all of which is used for the coordination of redevelopment efforts for the recently realigned Griffiss Air Force Base (the Land, the Improvements and the Equipment referred to collectively as the "Facility"). The Company subleases a ±35,718 square foot portion of the Facility (the "AIS Facility") to Assured Information Security, Inc., a New York business corporation (the "Sublessee") for its operation upon the terms and conditions set forth in a Sublease Agreement, dated as of July 1, 2010 (the "Sublease Agreement") by and between the Company and the Sublessee. The Company retained the ±10,452 square foot balance of the Facility (the "Company Facility") to lease to prospective subtenants, including Sublessee.

The Company has applied to the Agency to enter into a transaction in which the Agency will assist in in which the Agency will assist in renovations and full build-out of the Company Facility and the acquisition and installation of equipment therein (the "2017 Equipment") to suit the operational needs of the Sublessee and in furtherance of redevelopment efforts for the recently realigned Griffiss Air Force Base (the Company Facility and the 2017 Equipment is referred to as the "2017 Facility" and the renovation and equipping of the 2017 Facility is referred to as the "2017 Project").

Anthony J. Picente Jr.
County Executive

Shawna Papale
Secretary/
Executive Director

Jennifer Waters
Assistant Secretary

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DEVELOPMENT AGENCY



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David C. Grow, Chairman
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Mary Faith Messenger, Treasurer

Ferris Betrus Jr.
Eugene Quadraro
Steven Zogby

The Agency contemplates that it will provide financial assistance to the Company in the form of exemptions from sales and use taxes on materials and/or equipment used or incorporated in constructing and equipping the 2017 Facility, and abatement of real property taxes on the increased assessment resulting from the 2017 Project for a period of ten (10) years and conversion of all PILOT Payments to fixed annual PILOT Payments, conditioned upon the Company maintaining certain employment levels at the Facility.

The financial assistance contemplated by the Agency constitutes a deviation from its Uniform Tax Exemption Policy (the "Policy") in the following respects:

The Company will make the following fixed annual PILOT Payments relating to the Facility (including the 2017 Facility):

Exemption Year 1	20% of Exempt Taxes
Exemption Year 2	20% of Exempt Taxes
Exemption Year 3	20% of Exempt Taxes
Exemption Year 4	20% of Exempt Taxes
Exemption Year 5	20% of Exempt Taxes
Exemption Year 6	\$67,329.30 (current exemption year)
Exemption Year 7	\$68,675.88
Exemption Year 8	\$70,049.40
Exemption Year 9	\$102,213.35
Exemption Year 10	\$72,879.40
Exemption Year 11	\$122,276.31
Exemption Year 12	\$136,060.18
Exemption Year 13	\$150,346.50
Exemption Year 14	\$165,149.85
Exemption Year 15	\$180,485.19
Exemption Year 16 and thereafter:	100% of Exempt Taxes

Anthony J. Picente Jr.
County Executive

Shawna Papale
Secretary/
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Such PILOT Payments shall be allocated among the Taxing Authorities in the same proportion as taxes would have been allocated but for the Agency's involvement, unless the Taxing Authorities have consented in writing to a specific allocation (For the purposes of apportioning the credit, each Taxing Authority shall use the tax rate for the prior Exemption Year).

The Agency is deviating from its Policy for the following reasons:

1. **The nature of the proposed project:** The Company is renovating and expanding an existing facility to suit a tenant that desires to grow its services in the region. Furthermore, the Sublessee engages in an industry cluster that the Agency wishes to encourage in the region.
2. **The extent to which financial assistance for the properties will create or retain permanent, private sector jobs:** The Sublessee will retain 135 jobs at the Facility as a result of the 2017 Project.
3. **The estimated value of tax exemptions to be provided:** By setting an annual fixed PILOT Payment, the taxing jurisdictions and the Company are better able to address financial planning.

You are welcome to attend such meeting at which time you will have an opportunity, both orally and in writing, to present your views with respect to the project. We are providing this notice to you, pursuant to Chapters 356 and 357 of the Laws of 1993, as the chief executive officer of an affected tax jurisdiction within which the project is located.

Should you desire to discuss this matter or if you have any questions concerning this notice please feel free to contact Shawna Papale at the Agency at telephone number 338-0393.

Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:


Shawna M. Papale, Executive Director

Anthony J. Picente Jr.
County Executive

Shawna Papale
Secretary/
Executive Director

Jennifer Waters
Assistant Secretary

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Eugene Quadraro
Steven Zogby

February 8, 2017

Ms. Jacqueline Izzo, Mayor
City of Rome
198 North Washington Street
Rome, New York 13440

Re: Cardinal Griffiss Realty, LLC Facility

Dear Madam:

On February 16, 2017 at 8:00 a.m. local time at 584 Phoenix Drive, Rome, New York 13441, the Oneida County Industrial Development Agency (the "Agency") will meet to consider a final authorizing resolution regarding the above-referenced project for the use of Cardinal Griffiss Realty, LLC (the "Company").

The Company entered into a transaction with the Agency whereby the Agency assisted the Company with the construction of a 46,500± gross square foot building (the "Improvements") situated on a 7.50± acre parcel of land located at 153 Brooks Road, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and the acquisition and installation of equipment in the Improvements (the "Equipment") all of which is used for the coordination of redevelopment efforts for the recently realigned Griffiss Air Force Base (the Land, the Improvements and the Equipment referred to collectively as the "Facility"). The Company subleases a ±35,718 square foot portion of the Facility (the "AIS Facility") to Assured Information Security, Inc., a New York business corporation (the "Sublessee") for its operation upon the terms and conditions set forth in a Sublease Agreement, dated as of July 1, 2010 (the "Sublease Agreement") by and between the Company and the Sublessee. The Company retained the ±10,452 square foot balance of the Facility (the "Company Facility") to lease to prospective subtenants, including Sublessee.

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Anthony J. Picente Jr.
County Executive

Shawna Papale
Secretary/
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Jennifer Waters
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Steven Zogby

The Agency contemplates that it will provide financial assistance to the Company in the form of exemptions from sales and use taxes on materials and/or equipment used or incorporated in constructing and equipping the 2017 Facility, and abatement of real property taxes on the increased assessment resulting from the 2017 Project for a period of ten (10) years and conversion of all PILOT Payments to fixed annual PILOT Payments, conditioned upon the Company maintaining certain employment levels at the Facility.

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Such PILOT Payments shall be allocated among the Taxing Authorities in the same proportion as taxes would have been allocated but for the Agency's involvement, unless the Taxing Authorities have consented in writing to a specific allocation (For the purposes of apportioning the credit, each Taxing Authority shall use the tax rate for the prior Exemption Year).

The Agency is deviating from its Policy for the following reasons:

1. **The nature of the proposed project:** The Company is renovating and expanding an existing facility to suit a tenant that desires to grow its services in the region. Furthermore, the Sublessee engages in an industry cluster that the Agency wishes to encourage in the region.
2. **The extent to which financial assistance for the properties will create or retain permanent, private sector jobs:** The Sublessee will retain 135 jobs at the Facility as a result of the 2017 Project.
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You are welcome to attend such meeting at which time you will have an opportunity, both orally and in writing, to present your views with respect to the project. We are providing this notice to you, pursuant to Chapters 356 and 357 of the Laws of 1993, as the chief executive officer of an affected tax jurisdiction within which the project is located.

Should you desire to discuss this matter or if you have any questions concerning this notice please feel free to contact Shawna Papale at the Agency at telephone number 338-0393.

Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:


Shawna M. Papale, Executive Director

Anthony J. Picente Jr.
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February 8, 2017

Paul Fitzpatrick, President
Board of Education
Rome City School District
409 Bell Road
Rome, New York 13440

Re: Cardinal Griffiss Realty, LLC Facility

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You are welcome to attend such meeting at which time you will have an opportunity, both orally and in writing, to present your views with respect to the project. We are providing this notice to you, pursuant to Chapters 356 and 357 of the Laws of 1993, as the chief executive officer of an affected tax jurisdiction within which the project is located.

Should you desire to discuss this matter or if you have any questions concerning this notice please feel free to contact Shawna Papale at the Agency at telephone number 338-0393.

Very truly yours,

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:


Shawna M. Papale, Executive Director

c: Peter C. Blake, Superintendent of Schools

CLOSING CERTIFICATE

OF THE ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

WE, the undersigned officers of the Oneida County Industrial Development Agency (the "Agency"), DO HEREBY CERTIFY:

1. That we are the officers of the Agency indicated by the official title set forth opposite our respective signatures to this Certificate.

2. That we did officially cause the following documents (hereinafter referred to collectively as the "Agency Documents"), to be executed in the name of the Agency by the signing of each of such Agency Documents with the signature of the Chairman or Vice Chairman of the Agency:

- (a) The First Amendment to Leaseback Agreement, dated as of June 15, 2017 (the "First Amendment to Lease"), by and between the Agency and Cardinal Griffiss Realty, LLC, a limited liability company duly organized and validly existing under the laws of the State of New York (the "Company"); and
- (b) The Second Amended and Restated Payment-in-Lieu-of-Tax Agreement, dated as of June 15, 2017 (the "Second Amended and Restated PILOT Agreement"), by and between the Agency and the Company; and
- (c) The Collateral Security Mortgage, dated June 15, 2017 (the "Mortgage") from the Agency and the Company to Community Bank, N.A. (the "Lender"); and
- (d) The Assignment of Leases and Rents, dated June 15, 2017 (the "Assignment") from the Agency and the Company to the Lender; and
- (e) The PILOT Payment Escrow Account Agreement, dated June 15, 2017 (the "PILOT Escrow Agreement") by and among the Agency, the Company and the Lender; and
- (f) The Subordination, Non-Disturbance and Attornment Agreement, dated June 15, 2017 (the "SNDA") by and among the Agency, the

Company, Assured Information Security, Inc., the Lender and Enchanced New Market Development Fund V, LLC.

3. That we did officially cause all certificates necessary for the transaction and included in the Transcript of Proceedings, to be executed, as required, in the name of the Agency by the signing of each of such Agency Documents with the signatures of the Chairman or Vice Chairman of the Agency.

4. That on the date of delivery of such Agency Documents, which is also the date of this Certificate, we are the duly chosen and acting officers indicated on such Agency Documents and on this Certificate, and are duly authorized to cause such Agency Documents and Certificates to be executed as recited above.

5. There has been no change in, amendment of or withdrawal of the Certificate of Establishment for the Agency as filed in the office of the Secretary of State on November 29, 1970, Certificates of Appointment of New Members filed April 28, 1982, April 4, 1990, July 19, 2004, June 22, 2006, March 12, 2008, June 24, 2009 and May 14, 2013, respectively, and there are no further filings of the Legislature of Oneida County with respect to the Agency, or the membership or affairs thereof, since May 14, 2013.

6. The following are the members of the Agency and each of them has been a member at least during the period from February 13, 2013 to and including the date of this Certificate:

Ferris Betrus	Mary Faith Messenger
Michael Fitzgerald	Eugene Quadraro
David Grow	Steven Zogby

7. Attached hereto as Exhibits A and B, respectively, are true and correct copies of the Agency's Certificate of Establishment and By-Laws, together with all amendments thereto, and the same are in full force and effect as of the date hereof and have not otherwise been amended, repealed or modified.

8. The Agency is an Industrial Development Agency duly established under Title 1, Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 372 of the Laws of 1970 of the State of New York (collectively, the "Act"), and is a corporate governmental agency constituting a public benefit corporation of the State of New York.

9. Under the Act, it is the purpose of the Agency to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving,

maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial and research facilities including industrial pollution control facilities and recreation facilities, and the Agency has the power to acquire, construct, reconstruct, lease, sell, improve, maintain, equip or furnish certain properties including industrial pollution control facilities and recreation facilities.

10. The representations and warranties contained in Section 1.1 of the Leaseback Agreement dated as of August 1, 2010 (the "Leaseback Agreement") between the Agency and the Company are, to the best of the knowledge and information of the undersigned, true, accurate and complete on and as of the date hereof.

11. There is no action, suit, proceeding or investigation at law or in equity, before or by any court, public board or body, pending or, to our knowledge, threatened against or affecting the Agency (or to our knowledge any basis therefor), wherein an unfavorable decision or finding would adversely affect the transactions contemplated by any of the Agency Documents or any agreement or instrument to which the Agency is a party and which is used or contemplated for use in consummation of any transaction contemplated by the Leaseback Agreement.

12. The 15th day of June 2017 has been duly designated as the Closing Date.

13. That the inducement resolution adopted by the Agency at its meeting of December 16, 2016 being Item No. 4 (a) of the Transcript of Proceedings, remains in full force and effect and has not been rescinded, repealed or modified.

14. That the SEQR resolution adopted by the Agency at its meeting of February 16, 2017 being Item No. 4 (d) of the Transcript of Proceedings, remains in full force and effect and has not been rescinded, repealed or modified

15. That the Resolution entitled "RESOLUTION AUTHORIZING THE AGENCY TO EXECUTE THE FIRST AMENDMENT TO LEASEBACK AGREEMENT, THE SECOND AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT, THE MORTGAGE, THE ASSIGNMENT, THE PILOT ESCROW AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE 2017 EXPANSION OF THE CARDINAL GRIFFISS REALTY, LLC FACILITY LOCATED AT 153 BROOKS ROAD IN THE CITY OF ROME, ONEIDA COUNTY" adopted at a meeting of the Agency on February 16, 2017, and being Item No. 6 (b) in the Transcript of Proceedings, remains in full force and effect and has not been rescinded, repealed or modified.

WITNESS our official signatures this 15th day of June 2017.

<u>NAME</u>	<u>SIGNATURE</u>	<u>OFFICIAL TITLE</u>
David C. Grow	 _____	Chairman
Shawna M. Papale	_____	Executive Director and Secretary

WITNESS our official signatures this 15th day of June 2017.

<u>NAME</u>	<u>SIGNATURE</u>	<u>OFFICIAL TITLE</u>
David C. Grow		Chairman
Shawna M. Papale		Executive Director and Secretary

EXHIBIT A

Oneida County Industrial Development Agency's
Certificate of Establishment

CERTIFICATE OF ESTABLISHMENT
OF
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
FOR FILING WITH
SECRETARY OF STATE

THIS is to certify that the ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY has been established by special act of the New York State Legislature, and the following is set forth pursuant to Section 856 of the New York State Industrial Development Agency Act:

- (1) The special act establishing the Agency was passed May 1, 1970, by Chapter 372 of the Laws of 1970 which became effective May 1, 1970.
- (2) The name of the agency is Oneida County Industrial Development Agency.
- (3) The names of the members of the Agency, their Chairman and their terms of office are as follows:

<u>Name</u>	<u>Term of office expires</u>
Joseph J. Cardamone, Chairman	December 31, 1971
H. Russell Johnson, Member	December 31, 1971
George B. Grow, Member	December 31, 1971
Robert J. McGinty, Member	December 31, 1971
Henry A. Maurer, Member	December 31, 1971

- (4) The facts establishing the need for such Agency in the municipality are as follows:

The need for the Industrial Development Agency is to help and assist the economy in Oneida County. We intend to stimulate the economy by providing attractive programs of industrial financing. Through this program, we will be able to broaden the tax base and create new jobs for Oneida County. Through this Agency Act, we will be able to have the ability to get an attractive rate of interest on these tax free bonds for each industrial project.

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED OCT 29 1970

Eric P. Lomax

This will also put us in a competitive position with 40+ states
in the United States who also have industrial revenue bonds.

THE BOARD OF COUNTY LEGISLATORS
OF THE COUNTY OF ONEIDA

By



Clerk

SEAL

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED OCT 29 1970
John P. Lanning
Secretary of State

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED APR - 4 1990


Secretary of State

CERTIFICATE OF APPOINTMENT

AS MEMBER

OF

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

FOR FILING WITH

SECRETARY OF STATE

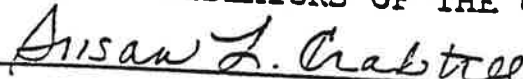
THIS is to certify that

DAVID GROW

has been appointed as a member of the ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY which has been duly established by Article 18-A of the General Municipal Law.

THE BOARD OF LEGISLATORS OF THE COUNTY OF ONEIDA

BY:


Clerk



CERTIFICATE
OF
APPOINTMENT AS MEMBER
OF
INDUSTRIAL DEVELOPMENT AGENCY
FOR FILING
WITH
SECRETARY OF STATE

THIS is to certify that MICHAEL FITZGERALD has been appointed as a
MEMBER of the ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
which has been duly established by Article 18-A. of the General Municipal Law.

THE BOARD OF LEGISLATORS OF THE
COUNTY OF ONEIDA

By:

Arlson Crabtree

Clerk

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED

MAY 19 2004

MISCELLANEOUS
& STATE RECORDS

RECEIVED
MISC. RECORDS
JUL 28 2009
DEPARTMENT OF STATE

COPY

RECEIVED
JUN 19 2008
BY:
COPY

**CERTIFICATE
OF
APPOINTMENT AS MEMBER
OF
INDUSTRIAL DEVELOPMENT AGENCY
FOR FILING
WITH
SECRETARY OF STATE**

THIS is to certify that STEPHEN ZOGBY has been appointed as a member of the ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY which has been duly established by Article 18-A of the General Municipal Law.

THE BOARD OF LEGISLATORS
OF THE COUNTY OF ONEIDA

By:

Susan L. Crabtree
Susan L. Crabtree, Clerk

RECEIVED
MISC. RECORDS
JUL 28 2009
DEPARTMENT OF STATE

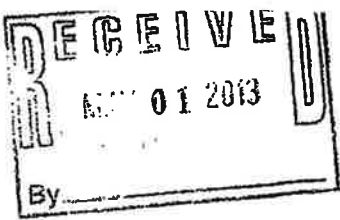
COPY

CERTIFICATE
OF
APPOINTMENT AS MEMBER
OF
INDUSTRIAL DEVELOPMENT AGENCY
FOR FILING
WITH
SECRETARY OF STATE

THIS is to certify that Gene F. Quadraro has been appointed as a member of the ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY which has been duly established by Article 18-A of the General Municipal Law.

**THE BOARD OF LEGISLATORS
OF THE COUNTY OF ONEIDA**

By: *Susan L. Crabtree*
Susan L. Crabtree, Clerk



DEPARTMENT OF STATE
FILED

MAY 14 2013

MISCELLANEOUS
& STATE RECORDS

**CERTIFICATE
OF
APPOINTMENT AS A MEMBER
OF
INDUSTRIAL DEVELOPMENT AGENCY
FOR FILING
WITH
SECRETARY OF STATE**

THIS is to certify that Mary Faith Messenger has been appointed as a member of the ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY which has been duly established by Article 18-A of the General Municipal Law

THE BOARD OF LEGISLATORS OF
THE COUNTY OF ONEIDA

BY:

A handwritten signature in black ink, appearing to be "Mikale P. Billard", written over a horizontal line.

Mikale P. Billard, Clerk

EXHIBIT B

Oneida County Industrial Development Agency's
By-Laws

BY-LAWS
OF THE
ONEIDA COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

ARTICLE 1

THE AGENCY

Section 1. Name. The name of the Agency shall be the "Oneida County Industrial Development Agency".

Section 2. Seal of Agency. The seal of the Agency shall be in the form of a circle and shall bear the name of the Agency and the year of its organization.

Section 3. Office of Agency. The office of the Agency shall be located within the County of Oneida, New York, but the Agency may have other offices at such other places as the Agency may from time to time designate by resolution.

ARTICLE II

MEMBERS & OFFICERS

Section 1. Members. The agency shall consist of not less than three, nor more than seven members, who shall be residents of Oneida County, and who shall be recommended for appointment by the chief executive of Oneida County, appointed by a majority vote of the Oneida County Legislature, and who shall serve at the pleasure of the appointing authority. A member shall continue

to hold office until his or her successor is appointed and has qualified. Such members shall receive no compensation for their services.

Section 2. Officers. The officers of the Agency shall be a Chairman, a Vice Chairman, a Secretary, a Treasurer, and an Assistant Secretary. None of the above officers can hold more than one office.

Section 3. Chairman. The Chairman shall preside at all meetings of the Agency. Except as otherwise authorized by resolution of the Agency, the Chairman or Vice Chairman and such other officer as specifically authorized by resolution may execute agreements, contracts, deeds, and any other instruments of the Agency. At each meeting the Chairman shall submit recommendations and information as he may consider proper concerning the business, affairs and policies of the Agency. The Chairman must be a member of the Agency.

Section 4. Vice Chairman. The Vice Chairman shall perform the duties of the Chairman in the absence or incapacity of the Chairman, and in case of the resignation or death of the Chairman, the Vice Chairman shall perform such duties as are imposed on the Chairman until such time as the Agency shall appoint a new Chairman. The Vice Chairman must be a member of the Agency.

Section 5. Secretary. The Executive Director appointed by the Agency shall be the Secretary of the Agency and shall not be a member of the Agency. The Secretary shall keep the records of the Agency, shall act as secretary of the meetings of the Agency and record all votes, and shall keep a record of the proceedings of the Agency in a journal of proceedings to be kept for such purposes, and shall perform all duties incident to his or her office. The

Secretary shall keep in safe custody the seal of the Agency and shall have power to affix such seal to all contracts and other instruments authorized to be executed by the Agency.

Section 6. Treasurer. The Treasurer shall have the care and custody of all funds of the Agency and shall deposit or cause to be deposited the same in the name of the Agency in such bank or banks as the Agency may select. The Treasurer shall sign or cause to be signed all orders and all checks for the payment of money; and shall pay out and disburse such moneys under the direction of the Agency. The Treasurer shall keep or cause to be kept regular books of accounts showing receipts and expenditures, and shall render to the Agency at each regular meeting an account of his transactions and also of the financial condition of the Agency. The Treasurer shall give such bond for the faithful performance of his/her duties as the Agency may determine.

Section 7. Assistant Secretary. The Assistant Secretary shall perform the duties of the Secretary in the absence or incapacity of the Secretary, and in the case of the resignation or death of the Secretary, the Assistant Secretary shall perform such duties as are imposed on the Secretary as shall be the case, until such time as the Agency shall appoint a new Secretary. As such Assistant Secretary, he/she shall give such bond for the faithful performance of his/her duties as the Agency may determine. The Assistant Secretary need not be a member of the Agency.

Section 8. Conflict of Interest. No member or officer or shall have an interest in any contract with the Agency, when such officer or member has the power or

duty to (a) negotiate, prepare, authorize or approve the contract or authorize or approve payment thereunder (b) audit bills or claims under said contract, (c) appoint an officer or employee who has any of the powers or duties set forth above, or no Agency member, including the Chairperson, shall serve as the Agency's chief executive officer, executive director, chief financial officer, comptroller, or hold any other equivalent position while also serving as a member of the Board.

Section 9. Additional Duties. The officers of the Agency shall perform such other duties and functions as may from time to time be required by the Agency, by the by-laws of the Agency, or by the rules and regulations of the Agency.

Section 10. Appointment of Officers. All officers of the Agency shall be appointed at the annual meeting of the Agency, and shall hold office for one year or until their successors are appointed.

Section 11. Vacancies of Officers. Should any office become vacant, the Agency shall appoint a successor from among its membership at the next regular meeting and such appointment shall be for the unexpired term of said office.

Section 12. Additional Personnel. The Agency may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the New York State Industrial Development Agency Act, as amended and all other laws of the State of New York applicable thereto.

The selection and compensation of all personnel shall be determined by the Agency subject to the laws of the State of New York.

Section 13. Audit and Governance Committee. The Audit Committee shall consist of at least three (3) members of the Agency. The Governance Committee shall also consist of least three (3) members of the Agency, The Audit Committee and the Governance Committee shall discharge their duties in accordance with the terms and conditions of their respective Charters.

ARTICLE III

MEETINGS

Section 1. Annual Meeting. The Annual meeting of the Agency shall be immediately preceding the scheduled December meeting of the Agency at a time and place fixed in the notice therefore. The Agency shall vote at said annual meeting to approve the schedule of regular meetings for the upcoming business year.

Section 2. Regular Meetings. Regular meetings of the Agency may be held at such times and places as from time to time may be determined by Resolution of the Agency.

Section 3. Special Meetings. The Chairman of the Agency may, when he deems it desirable, and shall, upon the written request of two members of the Agency call a special meeting of the Agency for the purpose of transacting any business designated in the call. The call for a special meeting may be delivered to each member of the Agency, may be mailed to the business or home address of each member of the Agency, or may be transmitted electronically to each

member of the Agency, at least two days prior to the date of such special meeting. Waivers of notice may be signed by any members failing to receive a proper notice. At such special meeting no business shall be considered other than as designated in the call, but if all the members of the Agency are present at a special meeting, with or without notice thereof, any and all business may be transacted at such special meeting.

Section 4. Quorum. At all meetings of the Agency, a majority of the members of the Agency shall constitute a quorum for the purpose of transacting business; provided that a smaller number may meet and adjourn to some other time or until the quorum is obtained.

Section 5. Member Participation in Meetings by Electronic Communications. Where appropriate facilities are reasonably available any or all members of the Agency shall have the right to participate and be a part of a quorum in any Agency meeting, or committee meeting by means of conference call or any other means of communication by which all persons participating in the meeting are able to hear and speak to each other.

Section 6. Order of Business. The order of business at the regular meeting of the Agency shall be conducted in accordance with, and shall be governed by Robert's Rules of Order.

Section 7. Manner of Voting. The voting on all questions coming before the Agency shall be by voice vote, except when a roll call vote is requested by any member, in which case the vote shall be by roll call, and the

yeas and nays shall be entered on the minutes of such meetings, except in the case of election of officers when the vote may be by ballot.

ARTICLE IV
AMENDMENTS

Section 1. Amendments to By-laws. The by-laws of the Agency shall be amended only with the approval of at least a majority of all of the members of the Agency at a regular or special meeting, but no such amendment shall be adopted unless at least seven days written notice thereof has been previously given to all members of the Agency.

Revised May 22, 2008

GENERAL CERTIFICATE
OF
CARDINAL GRIFFISS REALTY, LLC

This certificate is made in connection with the execution by Cardinal Griffiss Realty, LLC (the "Company") of the First Amendment to Leaseback Agreement dated as of June 15, 2017 (the "First Amendment to Leaseback") by and between the Company and the Oneida County Industrial Development Agency (the "Agency"); the Memorandum of First Amendment to Leaseback Agreement dated as of June 15, 2017 (the "Memorandum of First Amendment to Leaseback") by and between the Company and the Agency; the Second Amended and Restated Payment-In-Lieu-of-Tax Agreement dated as of June 15, 2017 (the "Second Amended and Restated PILOT Agreement") between the Company and the Agency; the Collateral Security Mortgage dated June 15, 2017 (the "Mortgage") from the Agency and the Company to Community Bank, N.A. (the "Lender"); the Assignment of Leases and Rents dated June 15, 2017 (the "Assignment") from the Agency and the Company to the Lender; the PILOT Payment Escrow Account Agreement, dated June 15, 2017 (the "PILOT Escrow Agreement") by and among the Agency, the Company and the Lender; the Subordination, Non-Disturbance and Attornment Agreement, dated June 15, 2017 (the "SNDA") by and among the Agency, the Company, the Sublessee, the Lender and Enhanced Capital New Market Development Fund V, LLC; and any other document to be executed by the Company (all of the preceding documents being collectively referred to as the "Company Documents") all in connection with the Agency's provision of certain financial assistance to the Company (consisting of exemptions from sales tax, mortgage recording tax and abatement of real property tax) with respect to the project consisting of the renovation and full build-out of a 10,782± square foot portion (the "Company Facility") of a 46,500± square foot building (the "Improvements") situated at 153 Brooks Road, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land" and together with the Improvements, the "Existing Facility") and the acquisition and installation of equipment therein (the "2017 Equipment") to suit the operational needs of Assured Information Security ("Sublessee") (the Company Facility and the 2017 Equipment is referred to as the "2017 Facility," the renovation and equipping of the 2017 Facility is referred to as the "2017 Project", and the Existing Facility and the 2017 Facility are collectively referred to as the "Facility").

Capitalized terms which are not otherwise defined herein shall have the meanings ascribed to them in the Leaseback Agreement, as amended, except that, for purposes of this certificate, (A) all definitions with respect to any document shall be deemed to refer to such document only as it exists as of the date of this certificate and not as of any future date, and (B) all definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this certificate and not as of any future date or to any successor or assign.

THE UNDERSIGNED AUTHORIZED REPRESENTATIVE OF THE COMPANY
HEREBY CERTIFIES THAT:

1. I am a Manager of the Company and am duly authorized to execute and deliver this certificate in the name of and on behalf of the Company.

2. The Company (A) has been duly formed, is validly existing and is in good standing as a limited liability company under the laws of the State of New York, (B) is authorized to do business in the State of New York with full legal power and authority to own its Property, conduct its business and execute, deliver and perform its obligations under the Company Documents and (C) has taken all actions and obtained all approvals required in connection therewith.

3. Attached hereto as Exhibit A is a true, correct and complete copy of the Articles of Organization of the Company, together with all amendments thereto, certified by the State of New York Department of State, Corporations Unit, as the same is in full force and effect on and as of the date of this certificate.

4. Attached hereto as Exhibit B is a true, correct and complete copy of the Operating Agreement of the Company, together with all amendments thereto, as the same is in full force and effect on and as of the date of this certificate.

5. Attached hereto as Exhibit C is a true, correct and complete copy of a certificate of authority relating to the Company from the New York State Department of State.

6. Attached hereto as Exhibit D is a true, correct and complete copy of the resolution of the members of the Company (the "Company Resolution") approving and authorizing execution and delivery of the Company Documents. Such Company Resolution was duly adopted by the members of the Company, has not been amended or modified since its adoption and is in full force and effect on the date of this certificate in accordance with its terms.

7. Attached hereto as Exhibit E is a list of all material pending litigation relating to the Company. Except as set forth in Exhibit E, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, pending or, to the best of our knowledge, threatened against or affecting the Company, (nor to the best of our knowledge is there any basis therefor), wherein an unfavorable decision, ruling or finding would adversely affect (A) the transactions contemplated by the Company Resolution, (B) the validity or the enforceability of the Company Resolution or the Company Documents or the transactions contemplated therein, (C) the organization or existence of the Company, or (D) the business, prospects, Property or condition of the Company.

8. I have been duly designated to act as an "Authorized Representative" of the Company pursuant to and in accordance with the provisions of the Leaseback Agreement.

9. There are no Liens against the Facility for overdue taxes, assessments, fees or other governmental charges payable by the Company to the United States, the State, or, to my knowledge, to any other state or municipality in the United States.

10. The execution, delivery and performance of all agreements, certificates and documents required to be executed, delivered and performed by the Company in order to carry out, give effect to and consummate the transactions contemplated by the Company Documents have been duly authorized by all necessary action of the Company. The Company Documents are in full force and effect on and as of the date hereof, and no authority for the execution, delivery or performance of the Company Documents has been repealed, revoked or rescinded.

11. The execution, delivery and performance of the Company Documents, the consummation of the transactions therein contemplated and compliance with the provisions of each by the Company do not and will not (A) violate the Company's Articles of Organization or Operating Agreement, (B) require consent under (which has not heretofore been received) or result in a breach of or default under any credit agreement, purchase agreement, indenture, mortgage, deed of trust, commitment, guaranty, lease or other agreement or instrument to which the Company is a party or by which the Company may be bound or affected, or (C) conflict with or violate any existing law, rule, regulation, judgment, order, writ, injunction or decree of any government, governmental instrumentality or court, domestic or foreign, having jurisdiction over the Company or any of the Property of the Company.

12. The Company has duly authorized the taking of and has taken any and all actions necessary to carry out and give effect to the transactions contemplated to be performed on its part by the Company Documents.

13. No Event of Default specified in any of the Company Documents has occurred and no event which with notice or lapse of time or both would become such an Event of Default has occurred and is continuing.

14. Each of the representations and warranties of the Company contained in each of the Company Documents is true, accurate and complete on and as of the date of this certificate with the same force and effect as though such representations and warranties were made on and as of the date hereof.

15. The Company Documents have been each duly executed, acknowledged, where appropriate, and delivered on behalf of the Company by the Authorized Representative of the Company; the signature of said Representative thereon is the genuine signature of said Representative; and said executed Company Documents are in substantially the same form as the forms thereof presented to the directors of the Company and approved by the Company Resolution.

16. The Company is not contemplating instituting bankruptcy, insolvency or any similar proceedings against itself.

17. The Company has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied by the terms of the Company Documents at or prior to the Closing Date.

18. As of the Closing Date, there has been no material adverse change in the business, condition, Property or prospects (financial or otherwise) of the Company.

19. The Company presently carries insurance on the Facility, as defined in the Leaseback Agreement, to the full extent required by Section 3.4 of the Leaseback Agreement. Attached hereto as Exhibit F are copies of the Certificate(s) of Insurance evidencing that as of the date hereof the insurance coverage required by Section 3.4 of the Leaseback Agreement is in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this General Certificate of the Company this 15th day of June 2017.

CARDINAL GRIFFISS REALTY, LLC

BY: 

Peter Zawko
Manager

EXHIBIT A
ARTICLES OF ORGANIZATION

See attached

100623000602

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, New York 12231

ARTICLES OF ORGANIZATION

OF

CARDINAL GRIFFISS REALTY, LLC

Under Section 203 of the Limited Liability Company Law

1. The name of the Limited Liability Company is **CARDINAL GRIFFISS REALTY, LLC** (the "Company").
2. The County within New York State in which the office of the Company is to be located is **Oneida County**.
3. The Secretary of State is designated as the agent of the Company upon whom process against the Company may be served. The post office address within or without the State of New York to which the Secretary of State shall mail a copy of any process against the Company served upon such Secretary of State is **584 Phoenix Drive, Rome, New York 13441**.

IN WITNESS WHEREOF, this certificate has been subscribed this 22nd day of June 2010 by the undersigned who affirms that the statements made herein are true under the penalties of perjury.



CAMILLE Y. RAHLER, Organizer

100623000 602

ARTICLES OF ORGANIZATION

OF

CARDINAL GRIFFISS REALTY, LLC

Under Section 203 of the Limited Liability Company Law

Filed by:

**SAUNDERS KAHLER, L.L.P.
Camille T. Kahler, Esq., of Counsel
185 Genesee Street, Suite 1400
Utica, New York 13501-2194**

ICC
STATE OF NEW YORK
DEPARTMENT OF STATE

FILED JUN 23 2010

TAX \$ _____
BY: TK

**LLS-09
DRAWDOWN**

LIGHTNING LEGAL SERVICES
P.O. BOX 9132 ALBANY, N.Y 12209

2010 JUN 23 11:21 AM
NY Cardinal Griffiss Realty LLC

FILED

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2010 JUN 23 PM 12:02

657

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of
the Department of State, at the City of
Albany, on June 24, 2010.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro
First Deputy Secretary of State

EXHIBIT B
OPERATING AGREEMENT

See attached

OPERATING AGREEMENT

THIS OPERATING AGREEMENT (the "Agreement") is entered into as of the 23rd day of June 2010 by and between **Griffiss Local Development Corporation**, a New York State not-for-profit local development corporation with offices for the conduct of its business located at 584 Phoenix Drive, Rome, New York 13441 ("GLDC"), and **Economic Development Growth Enterprises Corporation**, a New York State not-for-profit corporation with offices for the conduct of its business located at 584 Phoenix Drive, Rome, New York 13441 ("EDGE").

WHEREAS, GLDC and EDGE (the "Members") have caused the Articles of Organization to be filed with the New York State Secretary of State's office forming a limited liability company under the name of **Cardinal Griffiss Realty, LLC** (the "Company"); and

WHEREAS, the Members desire to set forth certain understandings and agreements between them with respect to the affairs of the Company and the conduct of its business.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties hereby agree as follows:

ARTICLE I

Definitions

1.1 Definitions. In this Agreement, the following terms shall have the meanings set forth below:

(a) "Articles of Organization" shall mean the Articles of Organization of the Company filed with the New York Secretary of State, as they may from time to time be amended.

(b) "Capital Account" as of any date shall be as described in Section "6.3" below.

(c) "Capital Contribution" shall mean any contribution by a Member to the capital of the Company in cash, property or services rendered or a promissory note or other obligation to contribute cash or property or to render services.

(d) "Code" shall mean the Internal Revenue Code of 1986, as amended, or any superseding federal revenue statute.

(e) "Company" shall mean **Cardinal Griffiss Realty, LLC**.

(f) "Distribution" means any cash and other property paid to a Member by the Company from the operations of the Company.

(g) "Fiscal Year" shall mean the fiscal year of the Company, which shall be the year ending December 31.

(h) "Managers" shall mean each individual, if any, listed in the Articles of Organization or in Exhibit "A" to this Agreement as a manager of the Company or any other individual that succeeds him, her or it as such a manager pursuant to this Agreement.

(i) "Member" shall mean each Person who or which executes a counterpart of this Agreement as a Member and each Person who or which may hereafter become a party to this Agreement.

(j) "Membership Interests" shall mean with respect to the Company the value of all Capital Accounts and with respect to each Member the ratio of the value of the Capital Account of such Member to the aggregate value of all Capital Accounts.

(k) "Net Losses" shall mean the losses of the Company, if any, determined in accordance with generally accepted accounting principles employed under the Company's method of accounting.

(l) "Net Profits" shall mean the income of the Company, if any, determined in accordance with generally accepted accounting principles employed under the Company's method of accounting.

(m) "New York Act" shall mean the New York Limited Liability Company Act.

(n) "Person" shall mean any individual, corporation, governmental authority, limited liability company, partnership, trust, unincorporated association or other entity.

(o) "Selling Member" shall mean a Member desiring to sell a Membership Interest.

(p) "Treasury Regulations" shall mean all proposed, temporary and final regulations promulgated under the Code as from time to time in effect.

ARTICLE II **Organization**

2.1 Formation. One or more Persons has acted or will act as an organizer or organizers to form the Company by preparing, executing and filing with the New York Secretary of State the Articles of Organization pursuant to the New York Act.

2.2 Name. The name of the Company is **Cardinal Griffiss Realty, LLC**.

2.3 Principal Place of Business. The principal place of business of the Company within the State of New York shall be 584 Phoenix Drive, Rome, New York 13441. The Company may establish any other place or places of business as the Members may from time to time deem advisable.

2.4 Term. The Company shall remain in existence until the occurrence of an event of dissolution set forth in §701 of the New York Act, provided, however, that the Company may be continued in accordance with the provisions thereof.

2.5 Purposes. The Company is formed for any lawful business purpose or purposes.

ARTICLE III

Members

3.1 Names and Addresses. The names and addresses of the Members are as set forth in Exhibit "B" to this Agreement.

3.2 Additional Members. A Person may be admitted as a member after the date of this Agreement upon the vote or written consent of all Membership Interests, other than as set forth in Article IX.

3.3 Books and Records. The Company shall keep books and records of accounts and minutes of all meetings of the Members. Such books and records shall be maintained on a cash, accrual or mixed basis, as determined by the accountant for the Company.

3.4 Information. Each Member may inspect, during ordinary business hours and at the principal place of business of the Company, any and all books and records of the Company. In addition, the Company shall provide to the Members monthly, quarterly, and annual financial statements and shall report any litigation activity on a monthly basis.

3.5 Limitation of Liability. Each Member's liability shall be limited as set forth in this Agreement, the New York Act and any other applicable law. A Member shall not be personally liable for any indebtedness, liability or obligation of the Company, solely by reason of being a Member, except that such Member shall remain personally liable for the payment of his, her or its Capital Contribution of such Member and as otherwise set forth in this Agreement, the New York Act and any other applicable law.

3.6 Sale or Disposition of All Assets. The Members shall have the right, by the vote or written consent of a majority of all Membership Interests, to approve the sale, lease, exchange or other disposition of all or substantially all of the assets of the Company.

3.7 Priority and Return of Capital. No Member shall have priority over any other Member, whether for the return of a Capital Contribution or for Net Profits, Net Losses or a Distribution, other than as set forth herein; provided, however, that this Section shall not apply to any loan or other indebtedness (as distinguished from a Capital Contribution) made by a Member to the Company.

3.8 Liability of a Member to the Company. A Member who or which rightfully receives the return of any portion of a Capital Contribution is liable to the Company only to the extent now or hereafter provided by the New York Act. A Member who or which receives a Distribution made by the Company in violation of this Agreement or made when the Company's liabilities exceed its assets (after giving effect to such Distribution) shall be liable to the Company for the amount of such Distribution.

3.9 Adjustments. No Members admitted after the date of this Agreement shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. At the time a Member is admitted, the Company may close the books and records of the Company (as though the Fiscal Year had ended) or make pro rata allocations of loss, income and expense deductions to such Member for that portion of the Fiscal year in which such Member was admitted in accordance with the provisions of the Code.

ARTICLE IV Manager Rights and Duties

4.1 Management. The Company's business and affairs will be managed by its Managers. The Managers will direct, manage and control the Company's business to the best of their ability. Except for situations in which Member approval is expressly required by this Agreement or by nonwaivable provisions of law, the Managers have full authority and discretion to manage and control the Company's business, affairs and properties, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Agreement or the Act. Notwithstanding anything to the contrary herein, the Managers shall not have authority to take or cause the Company to take any action that would cause the Company to cease to be a "qualified active low-income community business" as set forth in Section 45D(d)(2)(C) of the Internal Revenue Code and Section 1.45D-1(d)(4)(iii) of the implementing Treasury Regulations thereunder.

4.2 Number, Tenure and Qualifications. The Company will initially have three (3) Managers. Each of the individuals listed on Exhibit "A" to this Agreement will initially serve as the Managers. Any of the initial three (3) Managers may be removed by majority vote of the Members. The number of Managers of the Company may be amended from time to time by the vote or written consent of Members holding a majority of the Membership Interests. Each Manager holds office until the next annual meeting of Members, or until a successor has been elected and qualified. Managers are elected by the vote or written consent of Members holding at least a majority of all Membership Interests and need not be residents of the State of New York or Members of the Company.

4.3 Certain Powers. Except as otherwise set forth in this Agreement, the Managers acting by majority vote shall have the power and authority, on the Company's behalf to:

4.3.1 Purchase, lease or otherwise acquire from, or sell, lease or otherwise dispose of, to any Person any property;

4.3.2 Open bank accounts and otherwise invest the Company's funds;

4.3.3 Borrow money for the Company from banks or other lending institutions and on terms as the Members deem appropriate, and in connection with this power, to hypothecate, encumber or grant security interests in the Company's assets to secure repayment of the borrowed sums. No debt may be contracted nor liability incurred by or on behalf of the Company except by the Managers or, to the extent permitted under the Act, by agents or employees of the Company expressly authorized to contract such debt or incur liability by the Managers;

4.3.4 Purchase insurance on the Company's business and assets;

4.3.5 Commence lawsuits and other proceedings;

4.3.6 Enter into any agreement, instrument or other writing;

4.3.7 Retain accountants, attorneys or other agents; and

4.3.8 Take any other lawful action that the Managers consider necessary, convenient or advisable in connection with any Company business.

4.4 Restrictions on Powers and Duties of the Managers.

(a) Notwithstanding any other provision of this Agreement, without the consent of the Members, the Managers on behalf of the Company, shall not have any authority to:

(i) dissolve or liquidate the Company in whole or in part;

(ii) sell, or lease or convey or otherwise dispose of all or substantially all of the assets of the Company;

(iii) institute proceedings to be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against it, or file a petition seeking or consenting to reorganization or relief under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company or a substantial part of the property

of the Company, or make any assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or take action in furtherance of any such action;

- (iv) amend, modify or alter the Articles;
- (v) merge or consolidate with any other entity or elect, under Treasury Regulation Section 301.7701-3 to be classified as a corporation for federal income tax purposes;
- (vi) hold itself out as being liable for the debts of any other entity;
- (vii) operate its business to perpetuate a fraud, injury or injustice on creditors;
- (viii) to do any act which would make it impossible to carry on the ordinary business of the Company;
- (ix) make any loans or extend any credit to, or acquire any debt obligations of, any Member;
- (x) perform any act that would subject any Member to liability as a member in any jurisdiction; or
- (xi) acquire any equity securities of any Member.

4.5 Binding Authority. Unless authorized to do so by the Managers, no attorney-in-fact, employee or other agent of the Company has any power or authority to bind the Company in any way, to pledge its credit or to render it pecuniary liable for any purpose. No Member has any power or authority to bind the Company unless the Member has been authorized by the Managers to act as an agent of the Company in accordance with the previous sentence.

4.6 Duty of Care. Each Manager must perform his or her duties as Manager in good faith, in a manner he or she reasonably believes to be in the best interest of the Company, and with such care as an ordinary prudent person in a like position would use under similar circumstances. A Manager who so performs the duties as Manager does not have any liability by reason of being or having been a Manager of the Company. A Manager does not, in any way, guaranty the return of the Members' Capital Contributions or a profit for the Members from the Company operations. A Manager is not liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage was the result of fraud, deceit, gross negligence, willful conduct, or a wrongful taking by the Manager.

4.7 No Exclusive Duty to Company. The Managers are not required to manage the Company as their sole and exclusive function and they may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member has any right pursuant to this Agreement to share or participate in the other business interests or activities of the Managers or in the income or proceeds derived from them. The Managers incur no liability to the Company or any Member as a result of engaging in any other business interests or activities.

4.8 Liability and Indemnification.

(a) Except as otherwise provided by law, neither the Manager(s) nor any Member shall be liable, responsible, or accountable in any way for damages or otherwise to the Company or to any of the other Members or other Interest Holders for any act or failure to act pursuant to this Agreement or otherwise unless (i) such Person acted in bad faith, (ii) the conduct of such Person constituted intentional misconduct or a knowing violation of law, (iii) such Person gained a financial benefit to which such Person was not legally entitled, or (iv) such Person failed to perform his or her duties, specifically with respect to distributions under Section 508(a) of the Law, in good faith and with that degree of care that an ordinarily prudent person in a like position would use under similar circumstances.

(b) The Company shall indemnify, defend and hold harmless the Manager(s) and each of the Members (severally, the "Indemnitee" and collectively, the Indemnitees"), from and against any claims, losses, liabilities, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable fees and disbursements of counsel and other professionals) arising out of or in connection with any act or failure to act by an Indemnitee pursuant to this Agreement, or the business and affairs of the Company to the fullest extent permitted by law; provided, however, that an Indemnitee shall not be entitled to indemnification hereunder if (a) such Indemnitee's actions or omissions to act were made in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or (b) such Indemnitee personally gained a financial benefit to which the Indemnitee was not legally entitled.

4.9 Resignation. Any Manager may resign at any time by giving written notice to the Company, with a copy to each Member. The resignation of any Manager takes effect on receipt of notice by the Company or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation is not necessary to make it effective. The resignation of the Manager who is also a Member does not affect the Manager's rights as a Member and does not constitute a withdrawal of the Member.

4.10 Vacancies. Any vacancy occurring for any reason in the number of Managers may be filled by the vote or written consent of at least a majority of the Membership Interests. A Manager elected to fill a vacancy is elected for the unexpired term of the Manager's predecessor in office and holds office until the expiration of the term and until the Manager's successor has been elected and qualified. A Manager chosen to fill a position resulting from an increase in the number of Managers holds office until the next annual meeting of Members and until a successor has been elected and qualified.

4.11 Regular Annual Meeting. A regular annual meeting of the Managers may be held immediately following the annual meeting of the Members (if held) at the place of such annual meeting of Members.

4.12 Notice of Meetings. Regular meetings of the Managers may be held without notice at such time and place as it shall from time to time determine. Special meetings of the Managers shall be held upon notice to the Managers and may be called upon three (3) days' notice to each Manager as such Manager's last known address, either personally or by mail. Special meetings shall be called in a like manner on written request of a majority of the Managers, and such requested meetings shall be held not later than seven (7) days after the receipt of such request. Notice of a meeting shall specify the time and place of the meeting and the business to be transacted and need not be given to any Manager who submits a waiver of notice, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Manager.

4.13 Quorum. A majority of the Managers shall constitute a quorum for the transaction of business. If a quorum shall not be present at any meeting of the Managers, the Managers present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

4.14 Chairman. At all meetings of the Managers, a chairman chosen by the Managers shall preside.

4.15 Vote of the Managers. The vote of a majority of the Managers present at any meeting of the Managers or any committee thereof at the time of the vote, if a quorum is present at such time, shall be the act of the Managers or such committee. Each Manager present shall have one vote.

4.16 Written Consent of the Managers. Any action required or permitted to be taken by the Managers or any committee thereof may be taken without a meeting if all the Managers or the members of the committee consent in writing to the adoption of a resolution authorizing the action.

4.17 Meeting by Teleconference. Any one or more of the Managers or any committee thereof may participate in a meeting of such Managers or committee by means of a conference telephone or similar equipment, which allows all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at such a meeting.

4.18 Committees. The Managers, by resolution adopted by a majority of all of the Managers, may designate from among its members an executive committee and other committees, each consisting of one (1) or more of the Managers. Each such committee shall serve at the pleasure of the Managers.

ARTICLE V
Meetings of and Voting by Members

5.1 Annual Meetings. No annual or regular meeting of the Members as such shall be required.

5.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, may be called by any Manager, if any, or any Member or Members holding not less than fifty (50%) percent of the Membership Interests.

5.3 Place of Meetings. Meetings of the Members may be held at any place, within or outside the State of New York, as designated in any notice of such meeting. If no such designation is made, the place of any such meeting shall be in the chief executive office of the Company.

5.4 Notice of Meetings. Written notice stating the place, day and hour of the meeting, indicating that it is being issued by or at the direction of the Person or Persons calling the meeting and stating the purpose or purposes for which the meeting is called, shall be delivered no fewer than ten (10) nor more than sixty (60) days before the date of the meeting.

5.5 Quorum. Members holding not less than a majority of all Membership Interests, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any meeting of Members, a majority of the Membership Interests so represented may adjourn the meeting from time to time for a period not to exceed sixty days without further notice. However, if the adjournment is for more than sixty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at such meeting. At an adjourned meeting at which a quorum shall be present or represented, any business may be transacted that might have been transacted at the meeting as originally noticed. The Members present at a meeting may not continue to transact business until adjournment in the event of the withdrawal during the meeting of Membership Interests whose absence results in less than a quorum being present.

5.6 Manner of Acting. If a quorum is present at any meeting, the vote or written consent of Members holding not less than a majority of Membership Interests shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the New York Act, the Articles of Organization or this Agreement.

5.7 Proxies. At all meetings, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. The proxy must be filed with the Managers before or at the time of the meeting. No proxy will be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

5.7.1 Written Consent of Members. Whenever the Members of the Company are required or permitted to take any action by vote, such action may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken shall be signed by all the Members who hold the voting interests.

5.8 Waiver of Notice. Notice of a meeting need not be given to any Member who submits a signed waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any Member at a meeting, in person or by proxy, without protesting prior to the commencement of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by him or her.

ARTICLE VI

Capital Contributions

6.1 Capital Contributions. Each Member shall contribute the amount set forth in Exhibit "B" to this Agreement as the Capital Contribution to be made by him, her or it.

6.2 Additional Contributions.

6.2.1 Each Member is required to make additional Capital Contributions as determined by the Managers from time to time to be reasonably necessary to meet the expenses of the Company. On the making of any determination, the Managers must give written notice to each Member of the amount of required additional contribution, and each Member must deliver to the Company its pro rata share (in proportion to the respective Capital Interest of the Member on the date such notice is given) not later than thirty (30) days following the date notice is given.

6.2.2 None of the terms, covenants, obligations or rights contained in this Section "6.2" is or will be deemed to be for the benefit of any person or entity other than the Members and the Company. No third person will under any circumstances have any right to compel any actions or payments by the Manager and/or the Members.

6.3 Capital Accounts. A Capital Account shall be maintained for each Member. Each Member's Capital Account shall be increased by the value of each Capital Contribution made by the Member, allocations to such Member of the Net Profits and any other allocations to such Member of income pursuant to the Code. Each Member's Capital Account will be decreased by the value of each Distribution made to the Member by the Company, allocations to such Member of Net Losses and other allocations to such Member pursuant to the Code.

6.4 Transfers. Upon a permitted sale or other transfer of a Membership Interest in the Company, the Capital Account of the Member transferring his, her or its Membership Interest shall become the Capital Account of the Person to which or whom such Membership Interest is sold or transferred in accordance with the applicable provision of the Treasury Regulations.

6.5 Modifications. The manner in which Capital Accounts are to be maintained pursuant to this Section is intended to comply with the requirements of Section 704(b) of the Code. If, in the opinion of the Members, the manner in which Capital Accounts are to be maintained pursuant to this Agreement should be modified to comply with Section 704(b) of the Code, then the manner in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members.

6.6 Deficit Capital Account. Except as otherwise required by the New York Act or this Agreement, no Member shall have any liability to restore all or any portion of a deficit balance in a Capital Account.

6.7 Withdrawal or Reduction of Capital Contributions. A Member shall not receive from the Company any portion of a Capital Contribution until all indebtedness, liabilities of the Company, except any indebtedness, liabilities and obligations to Members on account of their Capital Contributions, have been paid or there remains property of the Company, in the sole discretion of the Members, sufficient to pay them. A Member, irrespective of the nature of the Capital Contribution of such Member, has only the right to demand and receive cash in return for such Capital Contribution.

ARTICLE VII Allocations and Distributions

7.1 Allocations of Profits and Losses. The Net Profits and the Net Losses for each Fiscal Year shall be allocated to the Members in accordance with the ratio of the total of each Members Capital Account to the total of all Capital Accounts in the aggregate.

7.2 Distributions. The Company will, from time to time, make Distributions to the Members. All Distributions shall be made to the Members pro rata in proportion to their Membership Interests as of the record date set for such Distribution.

7.3 Offset. The Company may offset all amounts owing to the Company by a Member against any Distribution to be made to such Member.

7.4 Interest on and Return of Capital Contributions. No Member shall be entitled to interest on his, her or its Capital Contribution or to a return of his, her or its Capital Contribution, except as specifically set forth in this Agreement.

7.5 Accounting Period. The accounting period of the Company shall be the Calendar Year.

ARTICLE VIII
Taxes

8.1 Tax Returns. The Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company. Each Member shall furnish to the Company all pertinent information in his, her or its possession relating to Company operations that is necessary to enable the Company's income tax returns to be prepared and filed.

8.2 Tax Elections. The Company shall make the following elections on the appropriate tax returns:

- (a) to adopt the calendar year as the Fiscal Year;
- (b) to adopt the cash, accrual or mixed method of accounting, as determined by the Company's accountant;
- (c) if a Distribution as described in Section 734 of the Code occurs or if a transfer of a Membership Interest described in Section 743 of the Code occurs, upon the written request of any Member, to elect to adjust the basis of the property of the Company pursuant to Section 754 of the Code; and
- (d) to elect to amortize the organizational expenses of the Company and the start-up expenditures of the Company ratably over a period of sixty months as permitted by Section 709(b) of the Code; and
- (e) any other election that the Members may deem appropriate and in the best interests of the Members.

Neither the Company nor any Member may make an election for the Company to be excluded from the application of Subchapter K of Chapter 1 of subtitle A of the Code or any similar provisions of applicable state law, and no provisions of this Agreement shall be interpreted to authorize any such election.

8.3 Tax Matters Partners. The Members shall designate one Member to be the "tax matters partner" of the Company pursuant to Section 6231(a)(7) of the Code. The Member so designated shall take any action as may be necessary to cause each Member to become a "notice partner" within the meaning of Section 6223 of the Code.

ARTICLE IX
Transferability

9.1 General. No Membership Interest may be sold, transferred, assumed, pledged or encumbered or otherwise disposed of whether voluntarily or involuntarily except with the written consent of all Members.

9.2 Transfers. No Member may voluntarily Transfer all, or any portion of, or any interest or rights in, the Membership Interest owned by the Member. Each Member hereby acknowledges the reasonableness of this prohibition in view of the purposes of the Company and the relationship of the Members. The voluntary Transfer of any Membership Interests, including Interests, in violation of the prohibition contained in this Section "9.2" shall be deemed invalid, null and void, and of no force or effect. Any Person to whom Membership Interests are attempted to be transferred in violation of this Section "9.2" shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company, receive distributions from the Company, or have any other rights in or with respect to such Membership Interests.

ARTICLE X
Dissolution

10.1 Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the occurrence of the first of the following:

- (a) the latest date on which the Company is to dissolve, if any, as set forth in the Articles of Organization;
- (b) the vote or written consent of a majority in interest of all Members; or
- (c) the withdrawal of any Member or the occurrence of any other event that terminates the continued membership of any Member, unless within one hundred eighty days after such event the Company is continued by the vote or written consent of at least a majority in interest of all of the remaining Members.

10.2 Winding Up. Upon the dissolution of the Company, the Members may, in the name of and for and on behalf of the Company, prosecute and defend suits, whether civil, criminal or administrative, sell and close the Company's business, dispose of and convey the Company's property, discharge the Company's liabilities and distribute to the Members any remaining assets of the Company, all without affecting the liability of Members. Upon winding up of the Company, the assets shall be distributed as follows:

(a) to creditors, including any Member who is a creditor, to the extent permitted by law, in satisfaction of liabilities of the Company, whether by payment or by establishment of adequate reserves, other than liabilities for distributions to Members under Section 507 or Section 509 of the New York Act;

(b) to Members and former Members in satisfaction of liabilities for Distributions under Section 507 or Section 509 of the New York Act; and

(c) to Members first for the return of their Capital Contributions, to the extent not previously returned, and second respecting their Membership Interests, in the proportions in which the Members share in Distributions in accordance with this Agreement.

10.3 Articles of Dissolution. Within ninety days following the dissolution and the commencement of winding up of the Company, or at any other time there are no Members, articles of dissolution shall be filed with the New York Secretary of State pursuant to the New York Act.

10.4 Deficit Capital Account. Upon a liquidation of the Company within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations and other adjustments for all Fiscal Years, including the Fiscal Year in which such liquidation occurs), the Member shall have no obligation to make any Capital Contribution, and the negative balance of any Capital Account shall not be considered a debt owed by the Member to the Company or to any other Person for any purpose.

10.5 Nonrecourse to Other Members. Except as provided by applicable law or as expressly provided in this Agreement, upon dissolution, each Member shall receive a return of his, her or its Capital Contribution solely from the assets of the Company. If the assets of the Company remaining after the payment or discharge of the debts and liabilities of the Company are insufficient to return any Capital Contribution of any Member, such Member shall have no recourse against any other Member.

10.6 Termination. Upon completion of the dissolution, winding up, liquidation and distribution of the assets of the Company, the Company shall be deemed terminated.

10.7 Rights of Creditors and Third Parties Under Agreement. The Agreement is entered into between the Company and the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. The Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party has any rights under the Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

ARTICLE XI General Provisions

11.1 Notices. Any notice, demand or other communication required or permitted to be given pursuant to this Agreement shall have been sufficiently given for all purposes if (a) delivered personally

to the party or to an executive officer of the party to whom such notice, demand or other communication is directed or (b) sent by registered or certified mail, postage prepaid, addressed to the Member or the Company at his, her or its address set forth in this Agreement. Except as otherwise provided in this Agreement, any such notice shall be deemed to be given three business days after the date on which it was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as set forth in this Section.

11.2 Amendments. This Agreement contains the entire agreement among the Members with respect to the subject matter of this Agreement, and supersedes each course of conduct previously pursued or acquiesced in, and each oral agreement and representation previously made, by the Members with respect thereto, whether or not relied or acted upon. No course of performance or other conduct subsequently pursued or acquiesced in, and no oral agreement or representation subsequently made, by the Members, whether or not relied or acted upon, and no usage of trade, whether or not relied or acted upon, shall amend this Agreement or impair or otherwise affect any Members obligations pursuant to the Agreement or any rights and remedies of a Member pursuant to this Agreement. No amendment to this Agreement shall be effective unless made in a writing duly executed by all Members and specifically referring to each provision of this Agreement being amended.

11.3 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

11.4 Headings. The headings in this Agreement are for convenience only and shall not be used to interpret or construe any provision of this Agreement.

11.5 Waiver. No failure of a Member to exercise, and no delay by a Member in exercising any right or remedy under this Agreement shall constitute a waiver of such right or remedy. No waiver by a Member of any such right or remedy under this Agreement shall be effective unless made in a writing duly executed by such Member and specifically referring to each such right or remedy being waived.

11.6 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any other such provision being prohibited or invalid.


11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of all Members, and each of the successors and assignees of the Members, except that any right or obligation of a Member under this Agreement may not be assigned by such Member to another Person without first obtaining the written consent of all other Members.

11.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

11.9 Governing Law. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of New York, without regard to principles of conflict of laws.

IN WITNESS WHEREOF, the individuals and entities signing this Agreement below conclusively evidence their agreement to the terms and conditions of this Agreement by so signing this Agreement.

GRIFFISS LOCAL DEVELOPMENT CORPORATION

By: 
Steven J. DiMeo
Authorized Representative

ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION


By: 
Steven J. DiMeo
President

EXHIBIT A

MANAGERS

Mark Kaucher
138 Finks Basin Road
Little Falls, New York 13365

Peter Zawko
5850 Lowell Road
Rome, New York 13440

Julianne Cardone
3006 Sidespur Drive, Apt. 1
Marcy, New York 13403

EXHIBIT B

MEMBERS

<u>Name</u>	<u>Address</u>	<u>Percentage</u>	<u>Initial Capital Contribution</u>
Griffiss Local Development Corporation	584 Phoenix Drive Rome, New York 13441	99.99%	\$1,587,800.00
Economic Development Growth Enterprises Corporation	584 Phoenix Drive Rome, New York 13441	.01%	\$ 1,000.00

EXHIBIT C
CERTIFICATE OF GOOD STANDING
RELATING TO THE COMPANY

See attached

**State of New York
Department of State } SS:**

I hereby certify, that **CARDINAL GRIFFISS REALTY, LLC** a **NEW YORK** Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 06/23/2010, and that the Limited Liability Company is existing so far as shown by the records of the Department. I further certify the following:

A Certificate of Publication of **CARDINAL GRIFFISS REALTY, LLC** was filed on 10/05/2010.

A Biennial Statement was filed 11/06/2012.

A Biennial Statement was filed 06/11/2014.

A Biennial Statement was filed 04/06/2017.

I further certify, that no other documents have been filed by such Limited Liability Company.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 07th day of April
two thousand and seventeen.*

A handwritten signature in black ink, appearing to read "B. Fitzgerald", is written over a horizontal line.

Brendan W. Fitzgerald
Executive Deputy Secretary of State

EXHIBIT D

RESOLUTION OF THE MEMBERS OF THE COMPANY

Adopted _____, 2017

WHEREAS, Cardinal Griffiss Realty, LLC (the "Company"), as agent of the Oneida County Industrial Development Agency (the "Agency") pursuant to an inducement agreement dated December 16, 2016 between the Agency and the Company (the "Inducement Agreement") and the First Amended and Restated Lease Agreement as amended by the First Amendment to Lease (as hereinafter defined), is requesting the Agency grant its financial assistance in connection with a project consisting of the renovation and full build-out of a 10,782± square foot portion (the "Company Facility") of a 46,500± square foot building (the "Improvements") situated at 153 Brooks Road, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land" and together with the Improvements the "Existing Facility") and the acquisition and installation of equipment therein (the "2017 Equipment") to suit the operational needs of Assured Information Security (the "Sublessee") (the Company Facility and the 2017 Equipment is referred to as the "2017 Facility," the renovation and equipping of the 2017 Facility is referred to as the "2017 Project", and the Existing Facility and the 2017 Facility are collectively referred to as the "Facility"); and

WHEREAS, the Company leases the Existing Facility to the Agency pursuant to a Lease Agreement dated as of August 1, 2010, a memorandum of which was recorded in the Oneida County Clerk's Office on September 16, 2010 at Instrument Number R2010-001058; and

WHEREAS, the Agency leases the Existing Facility to the Company pursuant to a Leaseback Agreement dated as of August 1, 2010 (the "Leaseback Agreement") by and between the Agency and the Company, a memorandum of which was recorded in the Oneida County Clerk's Office on September 16, 2010 at Instrument Number R2010-001059; and

WHEREAS, the Company subleases a 35,718± gross square foot portion of the Facility (the "AIS Facility") to the Sublessee for its operation upon the terms and conditions set forth in a Sublease Agreement dated July 1, 2010 (the "2010 Sublease Agreement"); and

WHEREAS, the Company will sublease the 2017 Facility to the Sublessee pursuant to a Sublease Agreement dated January 17, 2017 (the "2017 Sublease Agreement"); and

WHEREAS, the Company has requested that the Agency provide financial assistance for the 2017 Project in the form of exemptions from sales and use taxes on materials and/or equipment used or incorporated in renovating and equipping the Company Facility, exemptions of mortgage recording taxes and abatement of real property taxes on the Facility for a period of ten (10) years during which time the Company will pay a fixed annual PILOT Payment; and

WHEREAS, in furtherance of granting the financial assistance for the 2017 Facility the Agency and the Company wish to enter into (a) a First Amendment to Leaseback Agreement (the "First Amendment to Leaseback"); and (b) a Second Amended and Restated Payment-in-Lieu-of-Tax Agreement (the "Second Amended and Restated PILOT Agreement") (collectively, the "Agency Documents"); and

WHEREAS, the financial assistance of the Agency is conditioned upon the Company meeting (or causing the Sublessee to meet) a certain Employment Obligation defined in the First Amendment to Leaseback Agreement; and

WHEREAS, Community Bank, N.A., successor in interest to Oneida Savings Bank (the "Lender") intends to finance a portion of the costs of the 2017 Project by making a loan to the Company in the principal amount of \$650,000.00 (the "Loan") to be secured by (a) a Collateral Security Mortgage (the "2017 Mortgage") from the Agency and the Company to the Lender and (b) an Assignment of Leases and Rents (the "2017 Assignment") from the Agency and the Company to the Lender; and

WHEREAS, the Lender has agreed to establish an account for the purpose of collecting and disbursing payments due under the Second Amended and Restated PILOT Agreement pursuant to the terms of a PILOT Payment Escrow Account Agreement (the "PILOT Escrow Agreement") by and among the Agency, the Company and the Lender, and the Agency has agreed to accept the PILOT Escrow Agreement in lieu of requiring a PILOT Mortgage to secure such payments; and

WHEREAS, Enhanced Capital New Market Development Fund V, LLC ("Enhanced") has requested the parties enter into a Subordination, Non-Disturbance and Attornment Agreement, dated June 15, 2017 (the "SNDA") by and among the Agency, the Company, the Sublessee, the Lender and Enhanced, with respect to the 2017 Mortgage.

NOW, THEREFORE, be it resolved by the members of the Company as follows:

SECTION 1. Approval of Conveyance and Lease. The Company is hereby authorized to continue to lease the Facility from the Agency pursuant to the Leaseback Agreement as amended by the First Amendment to Leaseback, and take such further action as contemplated by the Agency Documents.

SECTION 2. Approval of Company Documents. The form and substance of the First Amendment to Leaseback, the Second Amended and Restated PILOT

Agreement, the Mortgage, the Assignment, the PILOT Escrow Agreement and the SNDA (hereinafter collectively referred to as the "Company Documents") are hereby approved, and the Authorized Representative is hereby authorized to execute the Company Documents in the form presented herewith, together with such changes thereto as the Authorized Representative executing the same may approve, such approval to the conclusively evidenced by his execution thereof.

SECTION 3. Authorized Representative. Each of Peter Zawko, Steve DiMeo and Mark Kaucher (each an "Authorized Representative") is hereby designated and appointed to act singly by and on behalf of the Company in all matters relating to the Company Documents.

SECTION 4. Other Action by Authorized Representative. The Authorized Representative of the Company is hereby authorized to execute, acknowledge (if appropriate) and deliver such other documents as may be necessary or appropriate in order to effectuate the execution and delivery of the Company Documents and the transactions contemplated thereby.

SECTION 5. Immediate Effect. This resolution shall take effect immediately.

STATE OF NEW YORK)
) SS.:

COUNTY OF ONEIDA)

I, the undersigned (Assistant) Secretary of Cardinal Griffiss Realty, LLC, DO
HEREBY CERTIFY:

That I have compared the annexed resolution of the members of Cardinal
Griffiss Realty, LLC (the "Company") including the resolution contained therein, adopted
at a meeting duly called and held on _____, 2017 with the original thereof on file
in our office and the same is a true and complete copy of the proceedings of the
Company and of such resolution set forth therein and of the whole of said original so far
as the same relate to the subject matters therein referred to.

That the Company Documents contained in this transcript are each in
substantially the same form as the corresponding agreements presented to and
approved by the members of the Company.

WE FURTHER CERTIFY that the attached resolution adopted by the
members of the Company has not been amended or repealed and is in full force and
effect on and as of the date of this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand on _____, 2017.

(Assistant) Secretary

CARDINAL GRIFFISS REALTY, LLC
RESOLUTIONS

WHEREAS, Cardinal Griffiss Realty, LLC (“Cardinal Griffiss”) has or intends to enter into a sublease agreement (the “Sublease”) whereby Cardinal Griffiss subleases to Assured Information Security, Inc. (“AIS”) that certain 10,547 square feet of first floor space (the “First Floor Space”) in Sublessor’s land and building located at 153 Brooks Road, Rome, New York (the “Property”); and

WHEREAS, in connection with the Sublease, Cardinal Griffiss intends to construct certain improvements to the First Floor Space to accommodate AIS’s occupancy thereof (the “Landlord Improvements”); and

WHEREAS, Cardinal Griffiss intends to borrow from Community Bank N.A. (the “Bank”) the sum of Seven Hundred Fifty Thousand and 00/100 (\$750,000.00) Dollars (the “Loan”) to complete the Landlord Improvements upon the terms and conditions set forth in that certain preliminary term sheet (the “Term Sheet”) from the Bank dated August 17, 2016, a copy of which is annexed hereto, which provides, among other things, that Cardinal Griffiss would grant among other things, a second mortgage in the amount of Seven Hundred Fifty Thousand and 00/100 (\$750,000.00) Dollars on the Property (the “Bank Financing”); and

WHEREAS, the Term Sheet provides that Griffiss Local Development Corporation would guaranty the Loan made by the Bank to Cardinal Griffiss; and

WHEREAS, in connection with the Bank Financing the Bank has or will ask Cardinal Griffiss to execute certain financing documents, including a Loan Agreement, a Mortgage and Security Agreement (the “Mortgage”), a General Security Agreement, an Assignment of Leases and Rents (the “Assignment”) and such other documents as are customary in such transactions (collectively the “Bank Financing Documents”) whereby Cardinal Griffiss (i) grants a second mortgage on the Property and (ii) grants a security interest in the furniture fixtures and equipment and (iii) assigns the leases and rents received under the Sublease between Cardinal Griffiss and AIS as further security; and

WHEREAS, in furtherance thereof, Cardinal Griffiss has asked Oneida County Industrial Development Agency (“OCIDA”) to provide certain benefits to Cardinal Griffiss and to join in certain of the Financing Documents, including the Mortgage and the Assignment.

NOW, THEREFORE, be it

RESOLVED, that Cardinal Griffiss enter into, execute and deliver the Lease Agreement Documents and any other documents or instruments necessary to effect the Lease Agreement Transaction, all in such form and content as may be satisfactory to Cardinal Griffiss and its counsel; and be it further

RESOLVED, that Cardinal Griffiss execute and deliver the Sublease; and be it further

RESOLVED, that Cardinal Griffiss execute and deliver the Financing Documents, which shall contain such terms and conditions as are satisfactory to Cardinal Griffiss and Cardinal Griffiss' counsel; and be it further

RESOLVED, that any one of the Managers, Peter Zawko, or Mark Kaucher, or Cardinal Griffiss' authorized representative, Steven J. DiMeo, acting singly, is hereby authorized and empowered to accept, enter into and/or execute any agreement, instrument or document including, without limitation, the Financing Documents and the Sublease, and take any action, as may be necessary or desirable in order to carry out and effect the transactions hereinabove authorized.

Community Bank N.A.

PO Box 240
182 Main Street
Oneida, New York 13421

August 17, 2016

Cardinal Griffiss Realty LLC
Steven DiMeo
584 Phoenix Drive
Rome NY 13441

Dear Steven:

I am pleased to provide you with this preliminary Term Sheet, which outlines the general terms to a commercial loan which Community Bank, N.A. (the "Bank") may consider. This Term Sheet is intended to be a basis for discussion and should not be construed as a commitment to lend.

Proposed Terms:

Amount: \$750,000

TERM: 10 year term.

INTEREST RATE: A. Five year fixed rate at the 5 Year US Treasury plus 2.75% at the time of closing. The rate would adjust after five years to the 5 Year US Treasury plus 2.75% for the remaining term.
B. Ten year fixed rate at the 10 Year US Treasury plus 3.00% at the time of closing.

PAYMENT: Monthly principal and interest payments amortized over 10 years at the rate option above.

COLLATERAL: Second Mortgage in the amount of \$750,000 on property located at 153 Brooks Rd, Rome NY

GUARNTOR: Griffiss Local Development Corporation

This letter is not a binding commitment and does not define all of the terms and conditions of the financing but is a framework upon which the documentation for this transaction shall be structured, and is a basis for further discussion and negotiation of the terms as may be appropriate. The credit shall be subject to our due diligence review of the business and financial affairs of the aforementioned Borrower as well as the approval of Community Bank, N.A. credit authorities, and the execution and delivery of documentation satisfactory in form and substance to Bank's legal counsel.

Upon your acceptance of the proposed initial terms and conditions outlined within this letter, we will proceed with our credit approval process in order to provide a commitment letter for the transaction accordingly. This Term Sheet, if not accepted, shall expire on September 2, 2016. We hope that the foregoing will meet your financial requirements and we look forward to furthering our banking relationship with you. Thank you for your continued interest in banking with Community Bank, N.A.

Very truly yours,

COMMUNITY BANK, N.A.



Steven J. Potter
Commercial Banking Officer



Accepted this 6th day of September, 2016.
By: [Signature]
Authorized signor

CERTIFICATION

I hereby certify that I am the duly qualified and acting Authorized Representative of the Corporation; that the foregoing is a true and complete copy of the resolutions of said Corporation duly adopted at a meeting of the Board held in all respects in accordance with the Articles of Organization and Operating Agreement of the Corporation, and that said resolutions have not been amended and are in full force and effect.

IN WITNESS WHEREOF, I have hereunto signed my name as Manager, this 15th day of June, 2017.


Name: Peter Zawko

EXHIBIT E
PENDING LITIGATION
AFFECTING THE COMPANY

None

EXHIBIT F
CERTIFICATES OF INSURANCE

See attached

AGENCY CUSTOMER ID: GRILO

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY OneGroup NY, Inc.		NAMED INSURED Griffiss Local Development Corporation	
POLICY NUMBER		Cardinal Griffiss Realty, LLC	
CARRIER	NAIC CODE	584 Phoenix Drive	
		Rome, NY 13441	
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY

COVERAGE APPLIES PER FORM:

General Liability

Commercial General Liability Broadening Endorsement
Form #: 421-2915 6/15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II WHO IS AN INSURED:**

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability

whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
 - (2) Premises you own, rent, lease or occupy; or
 - (3) Your maintenance, operation or use of equipment leased to you.
- b. The insurance afforded to such additional insured described above:
- (1) Only applies to the extent permitted by law; and
 - (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

- (1) Unless the written contract or written agreement was executed or permit was damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property injury" arises out of sole negligence of the lessor
- (4) To any:
 - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

- (5) out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III LIMITS OF INSURANCE:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. **Additional Insured Primary and Non-Contributory**

The following is added to **SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance:**

Additional Insured Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or
- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

- 3. bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. includes mental anguish or other mental injury resulting from

5. Broad Form Property Damage Borrowed Equipment, Customers Goods, Use of Elevators

a. SECTION I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to SECTION V DEFINITIONS:

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
 - b. used in your manufacturing process.
 - c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent
- 6. Knowledge of Occurrence**
- The following is added to **SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:
- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.
- 7. Liberalization Clause**
- The following is added to **SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS**:
- Liberalization Clause**
- If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.
- 8. Medical Payments Extended Reporting Period**
- a. **SECTION I COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Paragraph **1. Insuring Agreement**, subparagraph **a.(3)(b)** is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
 - b. This coverage does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.
- 9. Newly Acquired Or Formed Organizations**
- SECTION II WHO IS AN INSURED**, Paragraph **3.a.** is replaced by the following:
- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions**, subparagraph **g.(2)** is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the

including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **6. Representations**:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/15/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gilroy, Kernan & Gilroy, Inc. 210 Clinton Road P.O. Box 542 New Hartford, NY 13413-0542 Mary Salamone	CONTACT NAME: Gilroy Kernan & Gilroy	
	PHONE (A/C, No, Ext): 315-768-8888 E-MAIL ADDRESS:	FAX (A/C, No): 315-768-8600
INSURED Assured Information Security 153 Brooks Road Rome, NY 13441	INSURER(S) AFFORDING COVERAGE	
	INSURER A : National Fire Ins of Hartford	NAIC # 20478
	INSURER B : Continental Casualty Co.	NAIC # 20443
	INSURER C : Valley Forge	
	INSURER D :	
	INSURER E :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6016758198	12/11/2016	12/11/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			6016758217	12/11/2016	12/11/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		6016758203	12/11/2016	12/11/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 6 16758220	12/11/2016	12/11/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Oneida County Industrial Development, Cardinal Griffiss Realty, Economic Development Growth Enterprises Corp. and Griffiss Utility Services Corporation are named as additional insureds ATIMA. Waiver of Subrogation applies

CERTIFICATE HOLDER Oneida County Industrial Development Agency 584 Phoenix Drive Rome, NY 13441	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

June 15, 2017

Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441

Community Bank, N.A.
160 Brooks Road
Rome, New York 13441

Re: Oneida County Industrial Development Agency 2017 Real Estate Lease
Amendment (Cardinal Griffiss Realty, LLC Facility)

Ladies and Gentlemen:

We have acted as counsel to the Oneida County Industrial Development Agency (the "Agency") in connection with the preparation of a certain First Amendment to Leaseback Agreement, dated as of June 15, 2017 (the "First Amendment to Leaseback") between the Agency and Cardinal Griffiss Realty, LLC (the "Company"), a New York limited liability company having its office at 584 Phoenix Drive, Rome, New York 13441; a certain Second Amended and Restated Payment-in-Lieu-of-Tax Agreement, dated as of June 15, 2017 (the "Second Amended and Restated PILOT Agreement") by and between the Company and the Agency; a certain Collateral Security Mortgage dated June 15, 2107 (the "Mortgage") from the Agency and the Company to Community Bank, N.A. (the "Lender"); a certain Assignment of Leases and Rents dated June 15, 2107 (the "Assignment") from the Agency and the Company to the Lender; a certain PILOT Payment Escrow Account Agreement, dated as of June 15, 2017 (the "PILOT Escrow Agreement") by and among the Agency, the Company and the Lender; a certain Subordination, Non-Disturbance and Attornment Agreement, dated June 15, 2017 (the "SNDA") by and among the Agency, the Company, Assured Information Security, Inc. (the "Sublessee"), the Lender and Enhanced Capital New Market Development Fund V, LLC ("Enhanced"); and a certain Intercreditor Agreement, dated June 15, 2017 (the "Intercreditor Agreement") between the Lender and Enhanced, all with respect to the Agency's financial assistance relating to the Company's 2017 expansion project consisting of the renovation and full build-out of a 10,782± square foot portion (the "Company Facility") of a 46,500± square foot building (the "Improvements") situated at 153 Brooks Road, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land" and together with the Improvements, the "Existing Facility") and the acquisition and installation of equipment therein (the "2017 Equipment") to suit the operational needs of the Sublessee (the Company Facility and the 2017 Equipment is referred to as the "2017 Facility," the renovation and equipping of

the 2017 Facility is referred to as the "2017 Project", and the Existing Facility and the 2017 Facility are collectively referred to as the "Facility").

We have examined original or certified copies of the proceedings of the Agency, certificates of the Agency's officers, and executed counterparts of the First Amendment to Leaseback, the Second Amended and Restated PILOT Agreement, the Mortgage, the Assignment and the PILOT Escrow Agreement. We have also examined such statutes, court decisions, proceedings and other documents as we have considered necessary or appropriate in the circumstances to render the following opinion.

In addition, in rendering the opinion set forth below, we have relied upon the opinion of counsel to the Company, Saunders Kahler, L.L.P., 185 Genesee Street, Suite 1400, Utica, New York 13501. A copy of the aforementioned opinion is contained in the Transcript of Proceedings.

It is our opinion that:

1. The Agency is an industrial development agency duly established under Title 1, Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 372 of the Laws of 1970 of the State of New York, as amended (collectively, the "Act"), and is a corporate governmental agency constituting a public benefit corporation of the State of New York.

2. Under the Act, it is the purpose of the Agency to promote, develop, encourage and assist in acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing industrial, manufacturing, warehousing, commercial, recreation and research facilities, and the Agency has the power to acquire, construct, reconstruct, lease, improve, maintain, equip and furnish certain properties. In accordance with the Act, the Agency has determined to maintain its leasehold interest in the Facility, and to continue to lease the Facility to the Company under the Leaseback Agreement dated as of August 1, 2010 (the "Leaseback Agreement") as amended by the First Amendment to Leaseback Agreement.

3. The Agency has power and lawful authority to execute and deliver the First Amendment to Leaseback, the Second Amended and Restated PILOT Agreement, the Mortgage, the Assignment, the PILOT Escrow Agreement and the SNDA; to maintain its leasehold interest in the real property; to continue to lease the Facility to the Company pursuant to the Leaseback Agreement, as amended by the First Amendment to Leaseback; and to perform and observe the provisions of the Leaseback Agreement (as amended by the First Amendment to Leaseback), the Second Amended and Restated PILOT Agreement, the Mortgage, the Assignment, the PILOT Escrow Agreement and the SNDA (collectively, the "Agency Documents") on its part to be performed and observed.

4. By the Inducement Resolution duly adopted on December 16, 2016, the Agency has duly authorized maintaining its leasehold interest in the Land and in certain other property including, but not limited to, the Improvements and the Equipment (as defined in the Leaseback Agreement).

5. By the Authorizing Resolution duly adopted on February 16, 2017, the Agency has duly authorized the renovation and equipping of the 2017 Project, the continued lease of the Facility to the Company pursuant to the Leaseback Agreement (as amended by the First Amendment to Leaseback), the financing of the Facility with the Lender, and the execution and delivery of the Agency Documents.

6. Neither the corporate existence of the Agency nor the entitlement of the present members or officers of the Agency to their respective offices is, in any manner, being contested.

7. The execution and performance of the Agency Documents and the transactions contemplated thereby will not violate any applicable provisions of existing law or regulation or its by-laws, or any decree, writ, order or injunction, and will not contravene the provisions or constitute a default under any agreement, indenture, bond resolution or other instrument to which the Agency is a party or by which the Agency is bound.

8. All action on the part of the Agency necessary for the execution and performance of the Agency Documents, and the other transactions on the part of the Agency contemplated by the Inducement Resolution and the Authorizing Resolution have been duly and effectively taken. Under existing law, no consent, authorization or approval of, or filing or registration with, any governmental or regulatory body is required for the execution or performance of the Agency Documents, or the transactions contemplated thereby, except the aforesaid action on the part of the Agency which has been duly and effectively taken.

9. As applied to the Agency, all requirements and conditions specified in the Act and all other applicable laws and regulations to the adoption of the Inducement Resolution and the Authorizing Resolution, and maintaining its leasehold interest in the Facility have been fulfilled.

10. There is no litigation pending or, to our knowledge, threatened in any court, either State or Federal, calling into question the creation, organization or existence of the Agency, the validity of the Agency Documents, or the authority of the Agency to maintain its fee interest in the real property or the personal property described in the Leaseback Agreement or to make or perform the Agency Documents.

11. The Agency Documents have been duly authorized, executed and delivered by the Agency and constitute legal, valid and binding obligations of the Agency enforceable in accordance with their respective terms.

12. The Agency has complied with the terms of the New York State Environmental Quality Review Act, and all applicable regulations thereunder in connection with the renovation and equipping of the Company Facility.

13. To the best of our knowledge, the representations contained in Section 1.1 of the Leaseback Agreement are true as of the date hereof.

The foregoing opinions are qualified only to the extent that the enforceability of the Agency Documents may be limited by bankruptcy, insolvency or other laws of general application affecting the enforcement of creditors' rights generally.

Very truly yours,

Bond, Schaenck & King, PLLC

June 15, 2017

Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441

Community Bank, N.A.
160 Brooks Road
Rome, New York 13441

Re: Oneida County Industrial Development Agency 2017 Real Estate Lease
Amendment (Cardinal Griffiss Realty, LLC Facility)

Ladies and Gentlemen:

We have acted as transaction counsel in connection with the 2017 Real Estate Lease Amendment (Cardinal Griffiss Realty, LLC Facility) of the Oneida County Industrial Development Agency (Oneida County, New York) (the "Agency"). This real estate lease is made pursuant to (i) Article 18-A of the General Municipal Law of the State of New York, as amended, and Chapter 372 of the Laws of 1970 of the State of New York, as amended (the "Act"), (ii) an Inducement Resolution duly adopted by the Agency on December 16, 2016 (the "Inducement Resolution"), and (iii) an Authorizing Resolution duly adopted by the Agency on February 16, 2017 (the "Authorizing Resolution"), for the purpose of entering into a transaction in which the Agency will assist in the Company's 2017 expansion project consisting of the renovation and full build-out of a 10,782± square foot portion (the "Company Facility") of a 46,500± square foot building (the "Improvements") situated at 153 Brooks Road, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land" and together with the Improvements, the "Existing Facility") and the acquisition and installation of equipment therein (the "2017 Equipment") to suit the operational needs of Assured Information Security ("Sublessee") (the Company Facility and the 2017 Equipment is referred to as the "2017 Facility," the renovation and equipping of the 2017 Facility is referred to as the "2017 Project", and the Existing Facility and the 2017 Facility are collectively referred to as the "Facility").

The Company leases the Existing Facility to the Agency pursuant to a Lease Agreement dated as of August 1, 2010 (the "Lease Agreement"), a memorandum of which was recorded in the Oneida County Clerk's Office on September 16, 2010 at Instrument Number R2010-001058. The Agency leases the Existing Facility to the Company pursuant to a

Leaseback Agreement dated as of August 1, 2010 (the "Leaseback Agreement") between the Agency and the Company, a memorandum of which was recorded in the Oneida County Clerk's Office on September 16, 2010 at Instrument Number R2010-001059. The Agency and the Company will enter into a First Amendment to Leaseback Agreement dated as of June 15, 2017 (the "First Amendment to Lease") to add and include the 2017 Facility and to make certain other provisions relating to the 2017 Project. The Agency and the Company entered into a First Amended and Restated Payment In Lieu of Tax Agreement dated as of January 1, 2012, pursuant to which the Company makes payments in lieu of real estate taxes (the "PILOT Payments") for ten years with respect to the Existing Facility. The Agency and the Company will enter into a Second Amended and Restated Payment in Lieu of Tax Agreement, dated as of June 15, 2017 (the "Second Amended and Restated PILOT Agreement") to amend the provision of PILOT Payments with respect to the Facility. Community Bank, N.A., successor in interest to Oneida Savings Bank (the "Lender") intends to finance a portion of the costs of the 2017 Project by making a loan to the Company in the principal amount of \$650,000.00 (the "Loan") to be secured by (a) a Collateral Security Mortgage dated June 15, 2107 (the "Mortgage") from the Agency and the Company to the Lender and (b) an Assignment of Leases and Rents dated June 15, 2107 (the "Assignment") from the Agency and the Company to the Lender. The Lender has agreed to establish an account for the collection and disbursement of payments due under the Second Amended and Restated PILOT Agreement pursuant to a PILOT Payment Escrow Account Agreement dated as of June 15, 2017 (the "PILOT Escrow Agreement") by and among the Agency, the Company and the Bank, and the Agency will accept the PILOT Escrow Agreement in lieu of requiring a PILOT Mortgage. Enhanced Capital New Market Development Fund V, LLC ("Enhanced") has requested the parties enter into a the Subordination, Non-Disturbance and Attornment Agreement, dated June 15, 2017 (the "SNDA") by and among the Agency, the Company, the Sublessee, the Lender and Enhanced and an Intercreditor Agreement, dated June 15, 2017 (the "Intercreditor Agreement") by and between the Lender and Enhanced, in connection with the 2017 Mortgage. The Company and the Agency will acknowledge that the financial assistance granted by the Agency with respect to the Facility will be conditioned upon the Company meeting certain employment obligations, as described in the First Amendment to Leaseback.

As transaction counsel, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such instruments, certificates and documents (including all documents constituting the Transcript of Proceedings with respect to the real estate transfer) (the "Transaction Documents") as we have deemed necessary or appropriate for the purposes of the opinions rendered below. In such examination, we have assumed the genuineness of all signatures, the authenticity and due execution of all documents submitted to us as originals and the conformity to the original documents of all documents submitted to us as copies. As to any facts material to our opinion, without having conducted

any independent investigation, we have relied upon, and assumed the accuracy and truthfulness of, the aforesaid instruments, certificates and documents.

In addition, in rendering the opinions set forth below, we have relied upon the opinion of counsel to the Company, Saunders Kahler, L.L.P., 185 Genesee Street, Suite 1400, Utica, New York 13501 of even date herewith. A copy of the aforementioned opinion is contained in the Transcript of Proceedings.

Based upon and subject to the foregoing, we are of the opinion that:

1. The Agency is a duly organized and existing corporate governmental agency constituting a public benefit corporation of the State of New York.
2. The Agency is duly authorized to own a leasehold interest in, renovate, equip and mortgage its interest in the Facility.
3. The Authorizing Resolution has been duly adopted by the Agency and is in full force and effect.
4. The First Amendment to Leaseback, which amends the Leaseback Agreement, has been duly authorized, executed and delivered by the Agency and is a legal, valid and binding obligation of the Agency, enforceable against the Agency in accordance with its terms.

The foregoing opinions are qualified to the extent that the enforceability of the Leaseback Agreement (as amended by the First Amendment to Leaseback) may be limited by bankruptcy, insolvency or other laws or enactments now or hereafter enacted by the State of New York or the United States affecting the enforcement of creditors' rights and by restrictions on the availability of equitable remedies and to the extent, if any, that enforceability of the indemnification provisions of the Leaseback Agreement (as amended by the First Amendment to Leaseback) may be limited under law.

In rendering the foregoing opinion, we are not passing upon and do not assume any responsibility for the accuracy, completeness, sufficiency or fairness of any documents, information or financial data supplied by the Agency, or the Company in connection with the Second Amended and Restated PILOT Agreement or the Facility, and make no representation that we have independently verified the accuracy, completeness, sufficiency or fairness of any such documents, information or financial data.

We express no opinion as to the sufficiency of the description of the Land, the Company Facility, the Improvements, the 2017 Equipment and the Equipment (as defined in Schedule A to the Leaseback Agreement as amended by the First Amendment to

Oneida County Industrial Development Agency
Community Bank, N.A.
June 15, 2017
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Leaseback) in the Leaseback Agreement, or any of the Agency Documents (as such terms are defined in Schedule A to the Leaseback Agreement as amended by the First Amendment to Leaseback) or as to the title to the Land, the Improvements or the Equipment. We express no opinion with respect to the availability of any specific remedy provided for in any of the Transaction Documents.

We express no opinion with respect to whether the Agency and the Company (i) have complied with the State Environmental Quality Review Act, (ii) have obtained any or all necessary governmental approvals, consents or permits or (iii) have complied with the New York Labor Law or other applicable laws, rules, regulations, orders and zoning and building codes, all in connection with acquisition, renovation, equipping, financing and operation of the Facility and the lease of the Facility by the Agency to the Company.

Very truly yours,

Daryl Schreiner, Esq., PLLC

June 15, 2017

Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441

Community Bank, N.A.
160 Brooks Road
Rome, New York 13441

Re: Oneida County Industrial Development Agency 2017 Real Estate Lease Amendment
(Cardinal Griffiss Realty, LLC Facility)

Ladies and Gentlemen:

We have acted as counsel to Cardinal Griffiss Realty, LLC, a New York limited liability company having an address of 584 Phoenix Drive, Rome, New York (the "Company") in connection with the preparation of a certain First Amendment to Leaseback Agreement dated as of June 15, 2017 (the "First Amendment to Leaseback") between the Company and Oneida County Industrial Development Agency (the "Agency"), a public benefit corporation organized and existing under the laws of the State of New York, having its office at 584 Phoenix Drive, Rome, New York 13441; a certain Second Amended and Restated Payment-in-Lieu-of-Tax Agreement dated as of June 15, 2017 (the "Second Amended and Restated PILOT Agreement") between the Agency and the Company; a certain Collateral Security Mortgage dated June 15, 2017 (the "Mortgage") from the Agency and the Company to Community Bank, N.A. (the "Lender"); a certain Assignment of Leases and Rents dated June 15, 2017 (the "Assignment") from the Agency and the Company to the Lender; a certain PILOT Payment Escrow Account Agreement, dated as of June 15, 2017 (the "PILOT Escrow Agreement") by and among the Agency, the Company and the Lender; a certain Subordination, Non-Disturbance and Attornment Agreement, dated June 15, 2017 (the "SNDA") by and among the Agency, the Company, the Sublessee, the Lender and Enhanced Capital New Market Development Fund V, LLC ("Enhanced"); and a certain Intercreditor Agreement, dated June 15, 2017 (the "Intercreditor Agreement") by and between the Lender and Enhanced, all with respect to the Agency's financial assistance relating to the Company's 2017 expansion project consisting of the renovation and full build-out of a 10,782± square foot portion (the "Company Facility") of a 46,500± square foot building (the "Improvements") situated at 153 Brooks Road, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land" and together with the Improvements, the "Existing Facility") and the acquisition and installation of equipment therein (the "2017 Equipment") to suit the operational needs of Assured Information Security ("Sublessee") (the Company Facility and the 2017 Equipment is referred to as the "2017 Facility," the renovation and equipping of the 2017 Facility is referred to as the "2017 Project", and the Existing Facility and the 2017 Facility are collectively referred to as the "Facility").

We have examined original or certified copies of proceedings of the Company, certificates of members of the Company and public officers and executed counterparts of the First Amendment to Leaseback, the Second Amended and Restated PILOT Agreement, the Mortgage, the Assignment, the PILOT Escrow Agreement and the SNDA (collectively, the "Company Documents").

We have also examined organizational documents and records of the Company and made such investigation of law and/or fact that we deem necessary or advisable in order to render this opinion. For purposes of such examination, we have assumed the genuineness of all certificates and the authenticity of all documents submitted to us as original counterparts or as certified or photostatic copies; the genuineness of all signatures of all parties to the Company Documents other than on behalf of the Company; and the due authorization, execution and delivery of the Company Documents by and the enforceability thereof against all parties thereto other than the Company.

Whenever the phrase "to the best of our knowledge" is used in this opinion, it refers to actual knowledge of members of this firm based solely on inquiries of responsible officers of the Company made in connection with this opinion and a review of our files with respect to the Company, but no further investigation or review has been conducted.

Based upon the foregoing, it is our opinion that:

1. The Company is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of New York and authorized to do business in the State of New York.

2. The Company has the power and lawful authority to execute and deliver the Company Documents; and the Company Documents have each been duly authorized, executed and delivered on behalf of the Company and are each valid and enforceable obligations of the Company in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditor's rights generally, and subject to usual principles of equity.

3. The First Amendment to Leaseback, or the memorandum thereof, shall be duly recorded in the office of the Clerk of Oneida County, New York, which recording is the only recording required to give notice of the lease of the real and personal property described therein. No re-filing or re-recording is required to maintain notice of the Leaseback Agreement dated as of August 1, 2010 (the "Leaseback Agreement") between the Agency and the Company.

4. To the best of our knowledge, the operation of the Facility as contemplated by the Leaseback Agreement (as amended by the First Amendment to Leaseback) is not prohibited by nor does it conflict with zoning ordinances or other laws applicable thereto.

5. No part of the Facility is in the possession of any third party claiming a lien thereon or is subject to a possessory lien asserted by any third party.

6. No authorization or approval of any public regulatory body is required with respect to the transactions on the part of the Company contemplated by any of the Company Documents.

7. Neither the execution or the delivery of any of the Company Documents, nor the consummation of the transactions on the part of the Company therein contemplated, nor compliance with the terms, conditions or provisions thereof, contravenes the Company's Articles of Organization or Operating Agreement, nor contravenes any provision of applicable law or regulations or any order, decree, writ or injunction or requires consent under, or will result in a material breach of nor constitute (with due notice and/or lapse of time) default under any credit agreement, indenture, purchase agreement, guaranty or other instrument to which the Company is a party or by which the Company may be bound or affected.

8. To the best of our knowledge after due investigation, no Event of Default by the Company specified in any of the Company Documents and no event which, with notice or lapse of time or both, would become an Event of Default as specified in any such the Company Documents has occurred or is continuing.

9. To the best of our knowledge after due investigation, there is no litigation pending or threatened in any court, either State or federal, which calls into question the creation, organization or existence of the Company, the validity of any of the Company Documents, the authority of the Company to make or perform any of the Company Documents or which can reasonably be expected to have a material adverse effect on the condition (financial or otherwise) of the Company, nor is the Company in default with respect to any order of any court, governmental authority, or arbitration board or tribunal.

10. To the best of our knowledge after due investigation, the representations contained in Section 1.2 of the Leaseback Agreement are true as of the date hereof.

The opinions expressed herein may be relied upon by Transaction Counsel and Agency Counsel in connection with their respective opinions relating to the real estate lease.

Very truly yours,

Saunders Kahler, L.L.P.

COLLATERAL SECURITY MORTGAGE

Date: June 15, 2017

Parties Mortgagor: CARDINAL GRIFFISS REALTY, LLC. a Limited Liability Company with its principal place of business located at 584 Phoenix Drive, Rome, New York 13441.

Agency: ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation with its principal place of business at 584 Phoenix Drive, Rome, New York 13441.

Mortgagee: COMMUNITY BANK, N.A. a banking corporation having its principal office at 160 Brooks Road, Rome, NY.

NOTE: THIS MORTGAGE SECURES A NOTE OR NOTES THAT CONTAINS OR MAY CONTAIN PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE.

The Mortgagor promises and agrees as follows:

Transfer of Rights in the Property 1. The Agency and the Mortgagor hereby mortgage to the Mortgagee the property described in this mortgage. Agency and Mortgagor can lose the property for failure to keep the promises in this Mortgage.

Debt 2. The purpose of this Mortgage is to give Mortgagee a continuing security for the payment when due of all debt which Mortgagee holds against Mortgagor, either individually or jointly with others. This mortgage shall secure debt that is direct or contingent. It shall secure debt that is now due or may be due in the future. It shall secure renewals and extensions of the debt.
The total amount of debt that is secured shall not exceed at any one time Six Hundred Fifty Thousand (\$650,000.00) DOLLARS, and shall include any and all interest and finance charges accruing thereon. Payments made or incurred by Mortgagee to cure Mortgagor's defaults shall be secured by this mortgage even if the debt plus the payment made or incurred exceed the total amount of debt.

Property mortgaged Building and Improvements 3. (a) The property mortgaged (the "Property") as described in the attached Schedule "A".
(b) Together with the buildings and improvements on the Property.
(c) Together with all the Agency's and Mortgagor's right, title and interest in the streets next to the Property to their center lines.
Streets (d) Together with all fixtures which now are or which later may be attached to or used or useful in connection with the Property. This does not include household furniture.
Fixtures (e) Together with all condemnation awards for any taking by a government or agency of the whole or part of the Property or any easement in connection with the Property. This includes awards for changes of grade of streets.
Awards

Payment Insurance 4. Mortgagor will pay the debt as promised.
5. Mortgagor will keep the buildings on the property insured against loss by fire and other risks included in the standard form of extended coverage insurance. The amount shall be approved by Mortgagee but shall not exceed full replacement value of the buildings. Mortgagor will assign and deliver the policies to Mortgagee. The policies shall contain the standard New York Mortgage clause in the name of Mortgagee. If Mortgagor fails to keep the buildings insured, Mortgagee may obtain the insurance. Within 30 days after notice and demand, Mortgagor must insure the property against war risk and any other risk reasonably required by Mortgagee.

Maintenance 6. Mortgagor will keep the property in reasonably good repair.
No sale or alteration 7. The Mortgagor may not, without the consent of Mortgagee (a) alter, demolish or remove the buildings and improvements on the property, or (b) sell or otherwise transfer the property or any part of it by deed, land contract or otherwise.

Taxes, etc. 8. Mortgagor promises to:
(a) pay all taxes, payments-in-lieu-of-taxes, assessments, sewer rents or water rents within 30 days after they are due;
(b) make all payments when due on any prior or subsequent mortgages on the property;
(c) pay any tax imposed by Article 11 of the Tax Law.

Expenses of Mortgagee Mortgagor must show receipts for these payments within 10 days of Mortgagee's demand for them.
9. Mortgagor must pay all expenses of Mortgagee, including reasonable attorney's fees, if (a) Mortgagee is made a party in a suit relating to the property, or (b) Mortgagee sues anyone to protect or enforce Mortgagee's rights under this Mortgage.

Mortgagee's right to cure	10. Mortgagor authorizes Mortgagee to make payments necessary to correct a default of Mortgagor under Paragraphs 5, 8 and 9 of this mortgage. Payments made by Mortgagee together with interest at the rate provided on the debt from the date paid until the date of repayment shall be added to the debt and secured by this mortgage. Mortgagor shall make repayment with interest within 10 days after demand.
Statement of the amount due (estoppel)	11. Within five days after request in person or within ten days after request by mail, Mortgagor shall give to Mortgagee a signed statement of the amount due on this mortgage and whether there are any offsets or defenses against the debt.
Title	12. Mortgagor warrants title to the premises as referenced in Schedule "A." Mortgagor is responsible for any costs or losses of the Mortgagee if an interest in the property is claimed by others.
Cure violations	13. Mortgagor shall comply with any law or governmental order or cure any legal violation concerning the property. Mortgagor shall comply within 90 days after the order or violation is issued or the law takes effect.
Lien Law Section 13	14. This mortgage is subject to the trust fund provisions of Section 13 of the Lien Law.
Inspections	15. Mortgagee and any person authorized by the Mortgagee may enter and inspect the property at reasonable times.
Financing statements	16. Agency and Mortgagor authorizes Mortgagee to file without Mortgagor's signature one or more financing statements as permitted by law to perfect the security interest of this mortgage.
Default, when full amount of debt due immediately	17. Mortgagee may declare the full amount of the debt to be due and payable immediately for any default. The following are defaults: (a) Failure to make any payment secured by this Mortgage within 15 days of the date it is due; (b) Mortgagor fails to keep any other promises or agreement in this mortgage within the time stated, or if no time is stated, within a reasonable time after notice is given that Mortgagor is in default; (c) On application of Mortgagee, two or more insurance companies licensed to do business in New York State refuse to issue policies insuring the buildings and improvements on the property.
Sale	18. If Mortgagor defaults under this mortgage and the property is to be sold at a foreclosure sale, the property may be sold in one parcel.
Receiver	19. If Mortgagee sues to foreclose the mortgage, Mortgagee shall have the right to have a receiver appointed to take control of the property.
Payment of rent and eviction after default	20. If there is a default under this mortgage, Mortgagor must pay monthly in advance to Mortgagee, or to a receiver who may be appointed to take control of the property, the fair rental for the use and occupancy of the part of the property that is in the possession of the Mortgagor. If Mortgagor does not pay the rent when due, Mortgagor will vacate and Mortgagor and Agency will surrender the property to Mortgagee or to the receiver. Mortgagee may evict the Mortgagor by summary proceedings or other court proceedings.
Applicable law	21. Mortgagee shall have the rights set forth in Section 254 of the New York Real Property Law in addition to Mortgagee's rights set forth in this mortgage, even if the rights are different from each other.
No waiver	22. Delay or failure of Mortgagee to take any action will not prevent Mortgagee from taking action later. Mortgagee may enforce those rights Mortgagee chooses without giving up any other rights.
Notices	23. Notices, demands or requests may be in writing and may be delivered in person or sent by mail.
No oral Changes	24. This mortgage cannot be changed or ended orally.
Who is bound	25. If there are more than one Mortgagor, each shall be separately liable. The words "Agency," "Mortgagor" and "Mortgagee" shall include their heirs, executors, administrators, successors and assigns. If there are more than one Mortgagor or Mortgagee, the words "Mortgagor" and "Mortgagee" used in this mortgage includes them.
Attorneys' fees	26. If the Mortgagee sues to foreclose the property and/or to maintain a personal judgment in the event of default in the terms of the mortgage or mortgage note, the Mortgagor agrees to pay the reasonable attorneys' fees of the Mortgagee.
Hazardous Substances	27. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substances" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Mortgagor represents and warrants to Mortgagee that: (a) During the period of Mortgagor's ownership or leasing of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Mortgagor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Mortgagee in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Mortgagee in writing, (i) neither Mortgagor nor any tenant, contractor, agent or other authorized user of

the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations and ordinances described above. Mortgagee authorizes Mortgagee and its agents to enter upon the Property to make such inspections and tests, at Mortgagee's expense, as Mortgagee may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagor or to any other person. The representations and warranties contained herein are based on Mortgagor's due diligence in investigating Parcels II, III and IV for hazardous waste and hazardous substances. Mortgagor hereby (a) releases and waives any future claims against Mortgagee for indemnity or contribution in the event Mortgagor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Mortgagee against any and all claims, losses, liabilities, damages, penalties, and expenses which Mortgagee may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Mortgagor's ownership or interest in the Property, whether or not the same was or should have been known to Mortgagor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Mortgagee's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste 28. Mortgagor shall not cause, conduct or permit any nuisance nor commit, permit or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Mortgagor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, and gravel or rock products without the prior written consent of Mortgagee.

Compliance With Governmental Requirements 29. Mortgagor shall promptly comply with all laws, ordinances and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Mortgagor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Mortgagor has notified Mortgagee in writing prior to doing so and so long as, in Mortgagee's sole opinion, Mortgagee's interests in the Property are not jeopardized. Mortgagee may require Mortgagor to post adequate security or a surety bond, reasonably satisfactory to Mortgagee, to protect Mortgagee's interest.

Application of Real Property Law Sections 30. The covenants and conditions in this Mortgage shall be construed as affording to Mortgagee rights additional to, and not exclusive of, the rights conferred under the provisions of Real Property Law Sections 254, 271, and 272. The following provisions of Real Property Law Section 254 shall, however, not apply to this Mortgage and the rights and obligations of the parties to this Mortgage: (1) subsection "4," covering the use and application of casualty or flood insurance proceeds; and (2) the portion of subsection "4-a" that begins with the word "however" and continues to the end of the paragraph. Any inconsistency between this Mortgage and Real Property Law Section 254, 271, or 272 shall be resolved in favor of this Mortgage.

Future Advances 31. In accordance with Real Property Law Section 281, except to the extent that Mortgagee elects otherwise in writing, this Mortgage shall secure (subject to the limitations on the amount of Debt as set forth in this Mortgage), in addition to any indebtedness or obligation secured by this Mortgage as of the recording date of this Mortgage, any and all future obligations and future advances that Mortgagee may make (within 25 years after the date of recording of this Mortgage) under any of the loan documents, including protective advances (collectively, the "Future Advances"). Future Advances may or may not be evidenced by notes executed pursuant to any loan or credit document. This mortgage shall, except to the extent that Mortgagee elects otherwise in writing, secure all Future Advances (without need for the parties to execute or record any amendment, supplement, or modification to this Mortgage) whether such Future Advances are "optional" or "obligatory," all to the same extent and with the same priority of lien as if such Future Advances had been made on the recording date of this Mortgage. All actual and potential junior or subordinate lien holders are hereby placed on notice that, except to the extent that Mortgagee elects otherwise in writing, their interests will be unconditionally and irrevocably subject and subordinate to all Future Advances, whether optional or obligatory. Pursuant to Real Property Law § 281, this Mortgage shall secure indebtedness under a note, credit agreement, or other financing agreement that reflects the fact that the parties reasonably contemplate entering into a series of advances, payments and readvances, and that limits the aggregate amount at any time outstanding to the maximum amount specified in this Mortgage.

Future Modifications 32. The obligations contained in this Mortgage or any indebtedness secured thereby may, from time to time, be affected by any future Modification. Modifications may include any or all of the following, none of which shall impair the priority of the lien of the Mortgage as against the liens of Junior Lien Claimants: (i) complete or partial modification of any or all terms and conditions of the Obligations; (ii) Modifications of required principal and/or interest payment dates, deferring or accelerating such payment dates in whole or in part; (iii) modifications to the rate of interest or the amount of principal; and/or (iv) additional advances on account of the Loan. For purposes of this section a "Junior Lien Claimant" means any holder of any interest or claim that affects any property secured by this Mortgage or estate or interest therein, which interest or claim is recorded after the date this Mortgage was

originally recorded or that is otherwise, or is intended to be, junior and subordinate to the lien of this Mortgage.

This Mortgage cannot be altered, amended, modified, terminated, waived, released, or discharged, except in a writing signed by the parties or their successors or assigns. Any Modification of this Mortgage or of the indebtedness secured thereunder may not be recorded. All Junior Lien Claimants are hereby placed on notice of the possibility that this Mortgage or of the indebtedness secured thereby may be subject to any Modification but any such Modification may or may not be placed on record. Any such Modification shall be fully effective whether or not recorded, without thereby impairing or reducing the priority of the lien of the Mortgage or constituting a novation. Junior Lien Claimants should not assume they will be notified of any Modification of this Mortgage or of the indebtedness secured thereby that occurs before or after the recording of their lien. By accepting their interest in the Mortgaged Property, Junior Lien Claimants acknowledge and consent to the foregoing.

The foregoing provisions relating to Junior Lien Claimants shall not be deemed to limit or waive any restrictions or prohibitions on transfers (including restrictions or prohibitions on junior liens) set forth in this Mortgage or any indebtedness secured thereby.

- Entity Authority** 33. If any Mortgagor is a corporation, Mortgagor represents and warrants that neither its certificate of incorporation, nor its by-laws, nor any amendments thereto, requires the consent of shareholders to the execution and delivery of this Mortgage, and that the execution and delivery of this Mortgage have been duly authorized by its Board of Directors and that the individual or individuals signing on behalf of the Corporation are authorized signatories. If any Mortgagor is a limited liability company, Mortgagor represents and warrants that the execution and delivery of this Mortgage is not prohibited by its Articles of Organization or its Operating Agreement, nor any amendments thereto, and the execution and delivery of this Mortgage has been authorized by its managers and members, as may be applicable, and that the individual or individuals signing on behalf of the Limited Liability Company are authorized signatories.
- Mortgage Assignment or Real Estate Transfer Obligation to discharge** 34. This Mortgage may not be assigned, assumed or taken subject to without the express written consent of the Mortgagee herein, nor may Parcels II, III or IV be sold or transferred by deed, land contract or otherwise without the express written consent of the Mortgagee herein, and nor may Mortgagor assign its leasehold interest in Parcel I without the express written consent of the Mortgagee herein.
35. When Mortgagee has been paid all amounts due under the note and under this mortgage, Mortgagee will discharge this mortgage by delivering a certificate stating that this mortgage has been satisfied. Mortgagor will pay all costs of recording the discharge in the proper official records.
- Agency Provisions** 36. a. **AGENCY INTEREST.** Mortgagor leases the Property to the Agency pursuant to a Lease Agreement dated as of August 1, 2010 (the "Lease Agreement") and Agency leases the Property back to Mortgagor pursuant to a Leaseback Agreement dated as of August 1, 2010 as amended by a First Amendment to Leaseback Agreement dated June 15, 2017, and as may be further amended from time to time (collectively, the "Leaseback Agreement"). Agency makes no covenants other than to mortgage all of its interest in the Property, excepting its Unassigned Rights (as said term is defined in the Leaseback Agreement).

b. **NO RECOURSE:** Mortgagee agrees that Mortgagee will not look to the Agency or any principal, member, director, officer or employee of the Agency with respect to the debt or any covenant, stipulation, promise, agreement or obligation contained in this Mortgage. In enforcing its rights and remedies under this Mortgage, Mortgagee will look solely to the Property for the payment of the debt and for the performance of the provisions hereof. Mortgagee will not seek a deficiency or other money judgment against the Agency or any principal, member, director, officer or employee of the Agency and will not institute any separate action against the Agency by reason of any default which may occur in the performance of any of the terms and conditions of any documents evidencing the debt.

c. **HOLD HARMLESS:** Mortgagor and Mortgagee agree that the Agency, its directors, members, officers, agents (except the Mortgagor) and employees shall not be liable for and Mortgagor agrees to defend, indemnify, release and hold the Agency, its directors, members, officers, agents (except the Mortgagor) and employees harmless from and against any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by, directly or indirectly, any cause whatsoever pertaining to the Property or arising by reason of or in connection with the occupation or the use thereof or the presence of any person or property on, in or about the Property; or (ii) liability arising from or expense incurred by the Agency's financing, acquiring, constructing, renovating, equipping, owning and leasing of the Property, including without limiting the generality of the foregoing, all claims arising from the breach by the Mortgagor of any of its covenants contained herein and all causes of action and attorneys' fees and any other expenses incurred in defending any claims, suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities or expenses of the Agency are not incurred or do not result from the gross negligence or intentional or willful wrongdoing of the Agency, or any of its directors, members, agents (except the Mortgagor) or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence in part of the Agency or any of its members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability.

d. **SPECIAL OBLIGATION.** The obligations of the Agency under the Mortgage and any other financing document constitute a special obligation of the Agency, and all charges payable pursuant to or expenses or liabilities incurred thereunder shall be payable solely out of the revenues and other moneys of the Agency derived and to be derived from the leasing of the Property, any sale or other disposition of the Equipment (as defined in the Leaseback Agreement) and as otherwise provided in the Agency's authorizing resolution, the Leaseback Agreement and the Second Amended and Restated PILOT Agreement between the Agency and Mortgagor, dated as of June 15, 2017. Neither the members, officers, agents (except the Mortgagor) or employees of the Agency, nor any person executing the Mortgage and other financing documents on behalf of the Agency, shall be liable personally or be subject to any personal liability or accountability by reason of the leasing, construction, renovation, equipping or operation of the Property. The obligations of the Agency under the Mortgage and other financing documents are not and shall not be an obligation of the State or any municipality of the State and neither the State nor any such municipality (including, without limitation, the County of Oneida), shall be liable thereon.

e. **SUBORDINATION TO PILOT AGREEMENT:** This Mortgage shall be subject and subordinate to the Second Amended and Restated PILOT Agreement between the Mortgagor and the Agency with respect to the payments in lieu of taxes assessed or imposed upon the Property, and by accepting this Mortgage, Mortgagee acknowledges and agrees that such PILOT Payments (as defined therein) shall have the same force, priority and effect as a real property tax lien under New York State law against the Property.

Signatures 37. Each of the Agency and the Mortgagor state that it has read this mortgage, received a completely filled in copy of it and each has signed this mortgage as of the date at the top of the first page of this Mortgage.

Cardinal Griffiss Realty, LLC

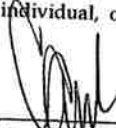
By: 
Steven J. DiMeo

Oneida County Industrial Development Agency

By: _____
David C. Grow, Chairman

STATE OF NEW YORK)
) ss.:
COUNTY OF ONEIDA

On the 15 day of June, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven J. DiMeo personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individuals acted, executed the instrument.


Notary Public - Oneida County
Comm. Exp.:

CAMILLE T. KAHLER
NOTARY PUBLIC, State of New York
Appointed in Oneida County
No. 028644-0052
Commission Expires: October 31, 2017

STATE OF NEW YORK)
) ss.:
COUNTY OF ONEIDA

On the ____ day of _____, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared David C. Grow personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individuals acted, executed the instrument.

Agency derived and to be derived from the leasing of the Property, any sale or other disposition of the Equipment (as defined in the Leaseback Agreement) and as otherwise provided in the Agency's authorizing resolution, the Leaseback Agreement and the Second Amended and Restated PILOT Agreement between the Agency and Mortgagor, dated as of June 15, 2017. Neither the members, officers, agents (except the Mortgagor) or employees of the Agency, nor any person executing the Mortgage and other financing documents on behalf of the Agency, shall be liable personally or be subject to any personal liability or accountability by reason of the leasing, construction, renovation, equipping or operation of the Property. The obligations of the Agency under the Mortgage and other financing documents are not and shall not be an obligation of the State or any municipality of the State and neither the State nor any such municipality (including, without limitation, the County of Oneida), shall be liable thereon.

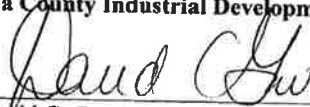
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Signatures 37. Each of the Agency and the Mortgagor state that it has read this mortgage, received a completely filled in copy of it and each has signed this mortgage as of the date at the top of the first page of this Mortgage.

Cardinal Griffiss Realty, LLC

By: _____
Steven J. DiMeo

Oneida County Industrial Development Agency

By: 
David C. Grow, Chairman

STATE OF NEW YORK)
) ss.:
COUNTY OF ONEIDA

On the ____ day of _____, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven J. DiMeo personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individuals acted, executed the instrument.

Notary Public - Oneida County
Comm. Exp.:

STATE OF NEW YORK)
) ss.:
COUNTY OF ONEIDA

On the 15th day of June, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared David C. Grow personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individuals acted, executed the instrument.



Notary Public - Oneida County
Comm. Exp.:

LAURA S. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Reg. No. 01RU5031396
Commission Expires August 1, 2018

SCHEDULE "A"

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York shown on a map entitled "Map Showing A Portion of Lands of Oneida County Industrial Development Agency Located at 153 Brooks Road in the City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 050027, dated April 09, 2010, and last revised August 26, 2010 (sometimes hereinafter referred to as the "Survey Map"), which said tract, piece or parcel of land (hereinafter sometimes referred to as the "Building 301 Parcel") is more particularly bounded and described as follows:

Beginning at the intersection of the proposed southerly street boundary of Brooks Road with the division line between the herein described Building 301 Parcel on the west and the lands of The United States of America (reputed owner) on the east; said point being South $01^{\circ} 41' 33''$ East, 26.58 feet from a disk set in concrete stamped 'AFRL-25';

thence South $01^{\circ} 41' 33''$ East along the last mentioned division line 92.77 feet to capped iron rod found, stamped 'AFRL-24' located at the intersection of said division line and the division line between the herein described Building 301 Parcel on the north and said lands of The United States of America (reputed owner) on the south;

thence South $88^{\circ} 18' 27''$ West along the last mentioned division line 38.48 feet to capped iron rod found stamped 'AFRL-23' located at the intersection of said division line and the division line between the herein described Building 301 Parcel on the west and said lands of The United States of America (reputed owner) on the east;

thence South $01^{\circ} 41' 33''$ East along the last mentioned division line 179.14 feet to a disk set in concrete stamped 'AFRL-22' located at the intersection of said division line and the division line between the herein described Building 301 Parcel on the south and said lands of The United States of America (reputed owner) on the north;

thence North $88^{\circ} 18' 27''$ East along the last mentioned division line 259.94 feet to its intersection with the proposed westerly street boundary of March Street;

thence South $01^{\circ} 41' 36''$ East along said proposed westerly street boundary of March Street 293.46 feet to a point on said proposed westerly street boundary of March Street;

thence South $88^{\circ} 24' 10''$ West through the lands of Oneida County Industrial Development Agency (reputed owner) 683.66 feet to its intersection with the proposed easterly highway boundary of "The Griffiss Veteran's Memorial Parkway", NYS Route 825;

thence North $07^{\circ} 10' 50''$ West along said proposed easterly highway boundary of "The Griffiss Veteran's Memorial Parkway", NYS Route 825, 499.93 feet to its intersection with the proposed southeasterly highway boundary of "The Griffiss Veteran's Memorial Parkway", NYS Route 825;

thence North 66° 32' 38" East along said proposed southeasterly highway boundary of "The Griffiss Veteran's Memorial Parkway", NYS Route 825, 181.13 feet to its intersection with the aforementioned southerly street boundary of Brooks Road;

thence North 88° 24' 10" East along said southerly street boundary of Brooks Road 340.91 feet to the place of beginning, being 328,144.9 ± sq. ft. or 7.533 ± acres, more or less.

TOGETHER WITH an easement (hereinafter referred to as the "Sanitary Sewer Easement") to construct, reconstruct, replace, install, repair, maintain and operate a sanitary sewer line or lines, system or systems, and all facilities and/or equipment appurtenant thereto, across, upon and under, the following parcel:

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York, more particularly bounded and described as follows:

Beginning at a point on the easterly boundary line of said Building 301 Parcel described above; said point being South 01° 41' 33" East along said easterly boundary line of said Building 301 Parcel described above 41.70 feet from a capped iron rod found, stamped 'AFRL-23';

thence through the lands of The United States of America (reputed owner) the following ten (10) courses and distances:

1. North 68° 03' 36" East, 152.04 feet to a point;
2. South 89° 53' 26" East, 53.09 feet to a point;
3. South 01° 19' 20" East, 11.94 feet to a point;
4. North 88° 34' 15" East, 29.47 feet to a point;
5. South 01° 26' 14" East, 5.63 feet to a point;
6. North 88° 34' 14" East, 8.68 feet to a point;
7. North 01° 25' 50" West, 6.18 feet to a point;
8. North 88° 33' 55" East, 18.61 feet to a point;
9. North 01° 25' 58" West, 8.71 feet to a point;
10. South 89° 23' 56" East, 17.38 feet to its intersection with the proposed westerly street boundary of March Street;

thence South 01° 41' 33" East along said proposed westerly street boundary of March Street 30.02 feet to a point on said proposed westerly street boundary of March Street;

thence through the lands of The United States of America (reputed owner) the following two (2) courses and distances:

1. North 89° 23' 56" West, 123.04 feet to a point;
2. South 68° 03' 36" West, 156.55 feet to its intersection with the aforementioned easterly boundary line of said Building 301 Parcel;

thence North 01° 41' 33" West along said easterly boundary line of said Building 301 Parcel 31.99 feet to the place of beginning, being 7,785.1 ± sq. ft. or 0.179 acre, more or less.

The location of the Sanitary Sewer Easement is shown on the Survey Map.

AFFIDAVIT
(Collateral Security Mortgage)

STATE OF NEW YORK }
 } ss.:
COUNTY OF ONEIDA }

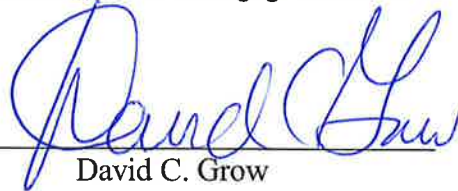
DAVID C. GROW, being duly sworn, deposes and says that:

1. I am over the age of eighteen (18) years and am the Chairman of the Oneida County Industrial Development Agency (the "Agency"). The Agency is a public benefit corporation duly organized and existing under the laws of the State of New York.

2. The Agency is offering for recording that certain Collateral Security Mortgage (the "Mortgage") given by the Agency and Cardinal Griffiss Realty, LLC to Community Bank, N.A. in the principal sum of \$650,000.00 dated on or about June 15, 2017. The Mortgage covers certain land located at 153 Brooks Road, City of Rome, Oneida County, New York (the "Premises"), in which the Agency has a fee interest. The Premises are more particularly described in the Mortgage.

3. In the opinion of your deponent, the Agency is exempt from all mortgage recording tax pursuant to Sections 874 and 858 of the General Municipal Law.

WHEREFORE, your deponent respectfully requests that the Mortgage be recorded without the imposition of any mortgage recording tax.



David C. Grow

Subscribed and sworn to before
me this 15th day of June 2017



Notary Public

LAURA S. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Reg. No. 01RU5031396
Commission Expires August 1, 2018

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "**Assignment**"), is executed to be effective as of the 15th day of June, 2017 by CARDINAL GRIFFISS REALTY, LLC, a New York limited liability company having a mailing address of 584 Phoenix Drive, Rome, New York 13440 (hereinafter referred to as "Assignor") and ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation with its principal place of business at 584 Phoenix Drive, Rome, New York 13441 (herein after referred to as "Agency"), to COMMUNITY BANK N.A., having banking offices at 160 Brooks Road, Rome, New York 13441 (hereinafter referred to as "Lender").

RECITALS:

A. Assignor has requested that Lender extend to Assignor a loan in the principal amount of Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00) (such loan as from time to time modified or amended is herein referred to as the "**Loan**") for the purpose of financing the real estate located at 153 Brooks Road, Rome, Oneida County, New York that is more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, and any improvements now or hereafter located thereon (such real estate and improvements are collectively hereinafter referred to as the "**Premises**").

B. Assignor leases the Premises to the Agency pursuant to a Lease Agreement dated as of August 1, 2010 (the "Lease Agreement") and Agency leases the Premises back to Assignor pursuant to a Leaseback Agreement dated as of August 1, 2010 (the "Leaseback Agreement").

C. The Loan shall be evidenced by a certain promissory note executed by Assignor of even date herewith and concurrently with this Assignment and payable to the order of Lender in the principal sum of Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00), as from time to time modified, amended, renewed, extended or replaced (such promissory note, and/or any promissory note which is a direct or remote renewal, extension, modification, amendment, restatement or replacement of such promissory note, as may be from time to time modified or amended is hereinafter referred to as the "**Note**").

D. As security for the repayment of the Loan, Assignor and Agency are executing and delivering to Lender a certain Real Estate Mortgage, Security Agreement and Assignment of Leases and Fixture Filing of even date herewith (such real estate mortgage, security agreement and assignment of leases as from time to time amended, modified or restated is hereinafter referred to as the "**Mortgage**") covering the Premises.

E. Lender requires as a condition to making the Loan that Assignor and Agency execute and deliver this Assignment to Lender.

NOW THEREFORE, in consideration of the Loan from Lender to Assignor and for other good and valuable considerations, the receipt and sufficiency of which are acknowledged, Assignor (and Agency, where applicable) hereby grant, transfer and assign to Lender all of the right, title and interest of Assignor (and Agency, where applicable, excepting for the Unassigned Rights of the Agency as defined in the Leaseback Agreement) in and to all of the following:

i. All leases, subleases and agreements for the leasing, use or occupancy of the Premises now or hereafter entered into whether oral or written, and all amendments, renewals and extensions thereof (all such leases and agreements being hereinafter collectively referred to as the "**Leases**" and individually as a "**Lease**");

ii. All guarantees of the obligations of any tenant under a Lease;

iii. The immediate and continuing right to collect and receive all rents, income, issues, payments, security deposits and profits arising out of, payable from or collected from any Lease or out of the Premises or any part thereof, including without limitation all monies owed under any Lease for services, materials, leasehold improvements or otherwise furnished or installed pursuant to any Lease and further including without limitation all rents, income, payments and profits arising from the operation of any business and all fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities on the Premises (funds obtained as such rents, income, profits, fees, charges, accounts or other payments and held in any reserve, account or credit balance shall retain the character of such rents, income, profits, fees, charges, accounts or other payments) (such rents, income, payments, profits, fees, charges and accounts are collectively hereinafter referred to as the "**Rents**");

iv. The right to proceeds payable to Assignor pursuant to any purchase option or right of first refusal on the part of any tenant under any Lease;

v. The right to proceeds payable to Assignor pursuant to any right of early termination or cancellation of any Lease;

vi. All other payments derived from any Lease including but not limited to claims for the recovery of damages done to the Premises or for the abatement of any nuisance existing thereon, claims for damages resulting from default under said Leases whether resulting from acts of insolvency or acts of bankruptcy or otherwise, all payments made or pursuant to the termination of any Leases or a settlement of the obligations of any tenant under any Lease, and all payments for the waiver of any obligation under any Lease;

vii. All rights in and to any proceeds of insurance payable to Assignor and damages or awards resulting from an authority exercising the rights of eminent domain with respect to the Premises;

viii. Any award or damages payable to Assignor pursuant to any bankruptcy, liquidation, dissolution, insolvency, or similar proceeding affecting any tenant under any Lease;

ix. Any payments made to Assignor in lieu of rent;

x. All security deposits paid by any tenant under a Lease;

xi. All letters of credit issued, and all other collateral granted, as security for the obligations of any tenant arising under or in connection with a Lease;

xii. All rights and remedies of Assignor to take any action or enforce any remedy with respect to the Leases; and

xiii. All rights of Assignor to amend, modify, terminate or in any way alter the Leases.

AND ASSIGNOR FURTHER ASSIGNS, REPRESENTS, WARRANTS,
COVENANTS AND AGREES:

1. Indebtedness and Obligations Secured. This Assignment is given (i) as security for the performance and observance of the covenants and agreements contained herein and in any other agreement executed by Assignor to Lender in connection with the indebtedness secured hereby, and (ii) to secure the payment when due of all present and future indebtedness and obligations of Assignor to Lender and, with respect to any Rate Management Transaction, as such term is defined in the Mortgage, to any affiliate of Lender, individually or with others, in accordance with the terms and conditions of such indebtedness and obligations, whether direct or indirect, absolute or contingent and whether evidenced by promissory notes, agreements, checks, drafts, letters of credit, bills, overdrafts, open accounts or otherwise. The indebtedness and obligations secured by this Assignment include, without limitation, (i) the principal of, interest on and other sums from time to time owing in connection with any present or future indebtedness and obligations of Assignor to Lender, and (ii) the indebtedness evidenced by or arising in connection with the following:

- a. the Note, which is due and payable on or before June 10, 2027;
- b. any instrument, agreement or document executed in connection with any Rate Management Transaction, as such term is defined in the Mortgage; and
- c. any and all extensions, renewals, increases, modifications, amendments, restatements and replacements of any of the foregoing.

In addition to any other indebtedness and obligations secured by this Assignment, this Assignment secures any and all future advances, together with any interest thereon, which are made by Lender to or for the benefit of Assignor.

2. Rate Management Transactions. In the event Assignor and Lender, or any subsidiary or affiliate of Lender, enter into any Rate Management Transaction, as such term is defined in the Mortgage, Assignor shall be responsible for any and all obligations, contingent or otherwise, whether now existing or hereafter arising, of Assignor to Lender, or to any of Lender's subsidiaries or affiliates or successors arising under or in connection with any such Rate Management Transactions, all of which obligations shall be secured by this Assignment and entitled to all of the benefits and protections afforded to Lender under or pursuant to this Assignment. Assignor agrees that for purposes of this Assignment, any indebtedness and obligations which Assignor may have to any subsidiary or affiliate of Lender in connection with any Rate Management Transaction shall be deemed to be indebtedness and obligations owed directly to Lender and shall be secured by this Assignment and may be collected and recovered

by Lender in any action to enforce this Assignment as if such indebtedness and obligations were directly owed to Lender.

3. Performance of Leases. Assignor shall deliver to Lender copies of all existing Leases. Assignor, at its own cost and expense, will perform, comply with and discharge all of the obligations of Assignor under any Leases and use its best reasonable efforts to enforce or secure the performance of each obligation and undertaking of the respective tenants under any such Leases and will appear in and defend, at its own cost and expense, any action or proceeding arising out of or in any manner connected with Assignor's interest in any Leases of the Premises. Assignor will not borrow against, pledge or assign any rentals due under the Leases nor consent to a subordination or assignment of the interest of the tenants thereunder to any party other than Lender, nor anticipate or collect the rents thereunder for more than one (1) month in advance or reduce the amount of rents and other payments thereunder, nor incur any indebtedness to the tenants under such Leases without the prior written consent of Lender. Except to the extent such actions are taken in the ordinary course of business and involve residential leases, Assignor shall not materially change, modify, release, waive, terminate or cancel, surrender, alter or amend the Leases or any of the terms and provisions thereof, including the rentals thereunder, approve any subletting or assignment by any lessee under the Leases, nor assign or encumber its rights, title and interest in and to the Leases, nor waive, excuse, condone or in any manner release or discharge the tenants of or from their obligations, covenants and agreements to be performed without first securing the written consent of Lender, which consent shall not be unreasonably withheld or delayed; provided however, Assignor may, without the prior written consent of Lender, terminate or surrender any of the Leases which are in default, provided Assignor exercises all rights and remedies available to Assignor which may be commercially reasonable to pursue. Assignor may enter into non-material modifications of the Leases provided that such modifications are done in the ordinary course of business and do not diminish the rent or other sums payable, or the timing of the payment of same, to the landlord under the Leases. In addition, Assignor covenants and agrees that Assignor shall not enter into any new leases for the Premises unless (i) such lease is a residential lease and Assignor uses a standard form lease which has been previously delivered to and approved by Lender as the basis for new leases executed on the Premises, or (ii) Lender has specifically consented to any such new lease, which consent shall not be unreasonably withheld. With respect to all new tenants executing leases on the Premises after the date hereof, Assignor covenants and agrees to obtain Lender's consent to any material changes made to the standard form lease referenced above. With respect to any lease which is not a residential lease, Assignor will deliver copies of all lease amendments and new leases to Lender within thirty (30) days after execution whether or not the prior written consent of Lender was required for such amendment or new lease.

4. Protect Security. Assignor shall protect the interests of Lender under this Assignment and shall, at Assignor's sole cost and expense, appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of the lessor thereunder and, if in the reasonable judgment of Lender, Assignor is failing to do so, Lender shall have the right to take such actions to protect its interests and to appear in and defend itself and such actions and Assignor agrees to pay all costs and expenses of Lender, including attorneys' fees in a reasonable sum, in any such action or proceeding in which Lender in its sole discretion may appear.

5. Tenant Set-Off Rights. If Assignor becomes aware that any tenant proposes to do, or is doing, any act or thing which may give rise to any right of set-off against rent, Assignor shall (i) take such steps as shall be reasonably calculated to prevent the accrual of any right to a set-off against rent, (ii) immediately notify Lender thereof in writing and of the amount of said set-offs, and (iii) within ten (10) days after such accrual, reimburse the tenant who shall have acquired such right to set-off or take such other steps as shall effectively discharge such setoff and as shall assure that rents thereafter due shall continue to be payable without set-off or deduction.

6. Representations. Assignor represents and warrants that it is now the absolute owner of the Leases with full right and title to assign the same and the Rents; that such Leases are valid, in full force and effect and have not been modified or amended except as disclosed to Lender; that there are no outstanding assignments or pledges of such Leases or of the Rents due thereunder; that Assignor has no knowledge of any existing defaults under the provisions thereof on the part of any party to the Leases other than as previously disclosed in writing to Lender; that no Rents have been collected more than thirty (30) days in advance of their due date or waived, anticipated, discounted, compromised or released, except as may be stated in the Leases; and that the tenants have no defenses, setoffs, or counterclaims against Assignor.

7. Present Assignment. This Assignment shall constitute a perfected, absolute and present assignment. Notwithstanding the foregoing, until an Event of Default shall occur hereunder Assignor is hereby permitted, at its discretion, and is hereby granted a license by Lender, to exercise all rights granted to the landlord under the Leases and to collect, but not prior to accrual, all of the Rents and to retain, use and enjoy the same, provided, however, that all Rents collected by Assignor shall be applied toward operating expenses, real estate taxes and insurance relating to the Premises, capital repair items necessary to the operation of the Premises, and the payment of sums due and owing under the Note, the Mortgage and this Assignment prior to any other expenditure or distribution by Assignor. The right of Assignor to collect the Rents shall constitute a revocable license in favor of Assignor, revocable by Lender in accordance with this Assignment. The aforementioned license in favor of Assignor to collect the Rents and to exercise all other rights granted to the landlord under the Leases shall automatically be deemed to be revoked upon the occurrence of an Event of Default hereunder without further notice to Assignor. Further, from and after any such license termination, if Assignor receives any Rents, Assignor shall hold any amounts collected in trust for the sole and exclusive benefit of Lender and Assignor shall, within one (1) business day after receipt of any Rents, pay the same to Lender. Furthermore, from and after such Event of Default and termination of the aforementioned license, to the extent permitted by law, Lender shall have the right and authority, without any notice whatsoever to Assignor and without regard to the adequacy of the security for the Loan, to collect all of the Rents payable under the Leases, to enforce the payment thereof, exercise all other rights of Assignor under the Leases and to exercise all other rights and remedies of Lender under this Assignment.

8. Events of Default. The occurrence of any of the following events or circumstances shall constitute an event of default hereunder (each such event or circumstance is herein referred to as an “**Event of Default**”):

a. a failure to make any payment when due of any indebtedness evidenced by the Note or secured hereby or of any installment thereof and the continuation of such failure for a period of ten (10) days after written notice of such failure has been sent to Assignor; provided, however, after two (2) such notices in a twelve (12) month period, an Event of Default shall exist hereunder if such principal or interest is not paid when due;

b. a default under or a failure by Assignor to observe or perform any agreement or covenant contained in this Assignment which default or failure can be cured by the payment of money and the continuation of such default or failure for a period of ten (10) days after written notice of such default or failure has been sent to Assignor;

c. a default under or a failure by Assignor to observe or perform any other term, agreement or covenant contained in this Assignment and the continuation of such default or failure for a period of thirty (30) days after written notice of such default or failure has been sent to Assignor; provided, however, that if the nature of a default is such that it can be cured by Assignor but cannot be cured within the thirty (30) day period provided above or by the payment of money by Assignor, and if Assignor (i) commences efforts to effect such cure within such thirty (30) day period and thereafter diligently proceeds to take such actions as may be reasonably required to effect such cure and (ii) provides written notice to Lender within such thirty (30) day period describing what efforts it has commenced and intends to continue to effect such cure, the thirty (30) day cure period provided above shall be extended for a period ending the earlier of (i) ninety (90) days after the expiration of such thirty (30) day cure period provided above, (ii) the date as of which Assignor shall cease the diligent pursuit of such actions as may be reasonably required to effect such cure, or (iii) the date as of which the cure of such default by Assignor shall become impossible;

d. the occurrence of a default under the Mortgage, and a failure to cure such default within the applicable cure period specified therein, if any; or

e. the occurrence of a default under the Note or any other instrument, agreement or document executed in connection with any indebtedness secured hereby and a failure to cure such default within the applicable cure period specified therein, if any.

Notwithstanding anything expressed or implied in this Section to the contrary, if Lender is prevented or prohibited by any applicable provision of the United States Bankruptcy Code or other applicable law from giving Assignor a notice of default hereunder, then in such event with respect to any default for which this Section provides that notice shall be given (i) no notice of a default shall be given to Assignor and any requirement that notice of a default must be given in order for an Event of Default to have occurred hereunder shall be deemed eliminated, and (ii) any applicable cure period which this Section provides shall follow such notice shall run from the occurrence of the event or condition of default rather than from the date of notice.

9. Remedies. Upon the occurrence of an Event of Default under this Assignment, Lender may declare all indebtedness and obligations secured hereby immediately due and payable, may take any further action necessary or appropriate to revoke the privilege granted to

Assignor hereunder to collect the Rents, and may, at its option, without notice, either in person or by any agent, with or without taking possession of or entering the Premises, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all of the Rents payable under the Leases, enforce the payment thereof and exercise all of the rights of Assignor under the Leases and all the rights of Lender hereunder, and may enter upon, take possession of, manage and operate the Premises, or any part thereof; may cancel, enforce or modify the Leases, and fix or modify the Rents, and do any acts which Lender deems proper to protect the security hereof with or without taking possession of the Premises, and may apply the same to the costs and expenses of operation, management and collection, including reasonable attorneys' fees, to the payment of the expenses of any agent appointed by Lender, to the payment of taxes, assessments, insurance premiums and expenditures for the upkeep of the Premises, to the performance of the landlord's obligation under the Leases and to any indebtedness secured hereby all in such order as Lender may determine. In addition, if Lender so elects, Lender shall be entitled to the appointment of a receiver in any court of competent jurisdiction for all or any part of the Premises, and the proceeds, issues and profits thereof, with the rights and powers referenced herein and such other rights and powers as the court making such appointment shall confer, such powers shall include without limitation the power to collect such rents, issues and profits. Assignor hereby waives (i) notice of the exercise by Lender of its right to obtain the appointment of such receiver and (ii) the posting of any bond by Lender in connection with the appointment of such receiver. Assignor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Such receiver shall have all powers and duties prescribed by applicable law, all other powers which are necessary or usual in such cases for the protection, possession, control, management and operation of the Premises. Furthermore, Lender may take any action it deems necessary or appropriate to enforce any guaranty of the tenants' obligations under the Leases and exercise any right or remedy Assignor may be entitled to exercise in connection with such guaranties. In addition to all other rights and remedies to which Lender is entitled hereunder upon the occurrence of an Event of Default, Lender shall have the following rights: the right to waive, excuse, condone or in any manner release or discharge any tenant of or from the obligations, covenants, conditions and agreements by any tenant to be performed under any Lease; the right to amend or modify any Lease or alter the obligations of the parties thereunder without the consent of Assignor; the right to terminate any Lease; the right to accept a surrender of any Lease prior to its expiration date; and the right to exercise the remedies of the landlord under any Lease by reason of any default by the tenant thereunder. The entering upon and taking possession of the Premises, the collection of the Rents, and the application thereof as aforesaid, shall not cure or waive any default or waive, modify or affect notice of default under the Mortgage or invalidate any act done pursuant to such notice nor in any way operate to prevent Lender from pursuing any remedy which it now or hereafter may have under the terms or conditions of the Mortgage or the Note or any other instrument securing the same. The rights and powers of Lender hereunder shall in no way be dependent upon and shall apply without regard to whether the Premises are in danger of being lost, materially injured or damaged or whether the Premises are adequate to discharge the indebtedness secured hereby. In addition to the rights, powers and remedies herein expressly conferred upon Lender, Lender shall be entitled to exercise all rights, powers and remedies available to Lender by law or at equity. It is the intention of the parties that this Assignment shall confer upon Lender the fullest rights, remedies and benefits available under the laws of the State in which the Premises are located.

10. No Liability For Lender. Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Leases nor shall this Assignment operate to place responsibility for the control, care, management or repair of the Premises upon Lender nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Lender responsible or liable for any waste committed on the Premises, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger nor liable for laches or failure to collect the Rents and Lender shall be required to account only for such moneys as are actually received by it. All actions taken by Lender pursuant to this Assignment shall be taken for the purposes of protecting Lender's security and Assignor hereby agrees that nothing herein contained and no actions taken by Lender pursuant to this Assignment, including, but not limited to, Lender's approval or rejection of any Lease for any portion of the Premises, shall in any way alter or impact the obligation of Assignor to pay the indebtedness secured hereby. Assignor hereby waives any defense or claim that may now exist or hereinafter arise by reason of any action taken by Lender pursuant to this Assignment.

11. Assignor To Hold Lender Harmless. Assignor shall and does hereby agree to indemnify and to hold Lender harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases prior to the date that Lender or other purchaser at foreclosure sale becomes fee owner of the Premises. Should Lender incur any such liability, or any costs or expenses in the defense of any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorney's fees, shall be secured hereby, shall be added to the indebtedness secured hereby and Assignor shall reimburse Lender therefor immediately upon demand, and the continuing failure of Assignor so to do shall constitute a default hereunder and an event of default under the Mortgage.

12. Security Deposits. Assignor agrees that, upon the occurrence of an Event of Default hereunder, it shall, upon demand, transfer to Lender any security deposits held by Assignor under the terms of the Leases. Assignor agrees that such security deposits, if any, may be held by Lender without any allowance of interest thereon, except statutory interest, if any, accruing to the benefit of the tenants, and shall become the absolute property of Lender upon the occurrence of an Event of Default hereunder to be applied in accordance with the provisions of the Leases. Until Lender makes such demand and the deposits are paid over to Lender, Lender assumes no responsibility to the tenants for any such security deposit.

13. Authorization to Tenants. The tenants under the Leases are hereby irrevocably authorized and directed to recognize the claims of Lender or any receiver appointed hereunder without investigating the reason for any action taken by Lender or such receiver, or the validity or the amount of indebtedness owing to Lender, or the existence of any default under or by reason of this Assignment, or the application to be made by Lender or receiver. Assignor hereby irrevocably directs and authorizes the tenants to pay to Lender or such receiver all sums due under the Leases and consents and directs that said sums shall be paid to Lender or any such receiver in accordance with the terms of its receivership without the necessity for a judicial

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determination that a default has occurred hereunder or that Lender is entitled to exercise its rights hereunder, and to the extent such sums are paid to Lender or such receiver, Assignor agrees that the tenants shall have no further liability to Assignor for the same. The sole signature of Lender or such receiver shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of Lender or such receiver for any sums received shall be a full discharge and release therefor to any such tenants or occupants of the Premises. Checks for all or any part of the Rents collected under this Assignment shall upon notice from Lender or such receiver be drawn to the exclusive order of Lender or such receiver.

14. Attornment. By accepting occupancy of any part of the Premises pursuant to a Lease, at the option of Lender, each tenant will be deemed to have agreed that if Lender or Lender's successors or assigns acquires title to the Premises, the tenant will attorn to Lender and Lender's successors or assigns, as the tenant's successor landlord, and the Lease will continue in full force and effect as a direct lease between the tenant and Lender or Lender's successors and assigns, in accordance with all the terms, covenants, conditions and agreements set forth in the Lease. The recording of this Assignment is intended to impart notice to each present and future tenant of all or any part of the Premises that all of the rights of Assignor with respect to all Leases have been assigned to Lender subject only to the right of Assignor to collect rents until an Event of Default shall occur hereunder. In no event will Lender or Lender's successors or assigns be: (a) liable for any act or omission which occurred prior to the acquisition of legal title to the Premises by Lender or Lender's successors or assigns; (b) bound by any payment of rent made by the tenant for any period beyond thirty (30) days after the due date of such rent; (c) bound by any amendment or modification of the Lease made without the prior written consent of Lender; or (d) subject to any offset, counterclaim or defense which the tenant might have against any prior landlord under the Lease.

15. Subordination. Assignor hereby authorizes Lender at any time and from time to time to subordinate the lien of the Mortgage to the rights of any one or more of the tenants under the Leases. Assignor further authorizes Lender and each tenant under the Leases at any time and from time to time to execute and deliver such subordination agreements, attornment agreements, nondisturbance agreements and other like instruments as Lender, in Lender's sole discretion, determines to be desirable in order to establish the priority of the rights of any one or more of the tenants under the Leases and of Lender under the Mortgage and this Assignment. Assignor specifically authorizes Lender to deal directly with all present and future tenants under any Leases to effect the purposes set forth in this paragraph.

16. Satisfaction. Upon the payment in full of all indebtedness secured hereby as evidenced by a recorded satisfaction of the Mortgage executed by Lender, or its subsequent assign, this Assignment shall without the need for any further satisfaction or release become null and void and be of no further effect.

17. Rejection of Lease and Lender Creditor Of Tenants. In the event any of the Leases are rejected by reason of any proceeding under any federal or state insolvency or bankruptcy statute permitting the termination or rejection of any of the Leases, Assignor agrees that no settlement, compromise, amendment or modification of the obligations of the tenant under any Lease will be made by Assignor without the prior written consent of Lender. Upon or at any time during the continuance of an Event of Default under this Assignment, Assignor

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agrees that Lender, and not Assignor, shall be and be deemed to be the creditor of the tenants in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting such tenants, (without obligation on the part of Lender, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditor's rights therein, and reserving the right to Assignor to make such filing in such event) with an option to Lender to apply any money received by Lender as such creditor in reduction of the indebtedness secured hereby.

18. No Merger. The fact that the Leases or the leasehold estates thereby created might be held directly or indirectly by or for the benefit of any person or entity which might have an interest in any other estate in the Premises will not, by operation of law or otherwise, merge any of the Leases or the leasehold estates thereby created with any other estate in the Premises so long as the indebtedness hereby secured remains unpaid, unless Lender consents in writing to such merger.

19. Lender Attorney-in-Fact. Assignor hereby irrevocably appoints Lender and its successors and assigns as its agent and attorney in fact, which appointment is coupled with an interest, to exercise any rights or remedies hereunder and to execute and deliver during the term of this Assignment such instruments as this Lender may deem necessary to make this assignment and any further assignment effective.

20. Subsequent Leases. Until the indebtedness secured hereby shall have been paid in full, Assignor will deliver to Lender executed copies of any and all current and future leases upon all or any part of the Premises and agrees to make, execute and deliver unto Lender upon demand and at any time or times, any and all assignments and other instruments sufficient to assign the Leases and the Rents thereunder to Lender or that Lender may deem to be advisable for carrying out the true purposes and intent of this Assignment. All such future Leases must contain an environmental protection clause which states that the tenant shall not handle, release, store or produce hazardous wastes (as defined by federal law or local law) on the premises demised under such lease. The above covenant shall not be deemed to prohibit hazardous materials or wastes which are used in the ordinary course of the operation of businesses on the Premises and which are stored, used and disposed of in accordance with all applicable laws and ordinances and for which any necessary permits have been obtained. From time to time on request of Lender, Assignor agrees to furnish Lender with a rent roll of the Premises disclosing current tenancies, rents payable, and such other matters as Lender may reasonably request.

21. General Assignment of Leases and Rents. The rights contained in this Assignment are in addition to and shall be cumulative with the rights given and created in the Mortgage, assigning generally all leases, rents and profits of the Premises and shall in no way limit the rights created thereunder. The giving of this Assignment is a condition precedent to the making of the loan secured hereby.

22. No Mortgagee In Possession. Nothing herein contained and no actions taken pursuant to this Assignment shall be construed as constituting Lender a "Mortgagee in Possession."

23. Extraordinary Payments Under Leases. In the event Assignor receives or collects any payment in excess of Five Thousand and 00/100 Dollars (\$5,000.00) in the aggregate from any tenant under a Lease (i) pursuant to any right of early termination or cancellation of any Lease, (ii) pursuant to a settlement of the obligations of any tenant under any Lease, (iii) pursuant to any claim made by Assignor as a result of the termination or rejection of any of the Leases pursuant to any federal or state insolvency or bankruptcy statute permitting the termination or rejection of any of the Leases, or (iv) as a result of the waiver of any obligation under any Lease, then Assignor shall immediately pay such sums directly to Lender for application against the indebtedness secured hereby in such order of application as Lender may determine. All such proceeds applied toward the indebtedness secured hereby shall be applied without the imposition of a prepayment penalty or premium.

24. Continuing Rights. The rights and powers of Lender or any receiver hereunder shall continue and remain in full force and effect until all indebtedness secured hereby, including any deficiency remaining from a foreclosure sale, are paid in full, and shall continue after commencement of a foreclosure action and, if Lender be the purchaser at the foreclosure sale, after foreclosure sale and until expiration of the equity of redemption.

25. Successors And Assigns. This Assignment and each and every covenant, agreement and provision hereof shall be binding upon Assignor and its successors and assigns including without limitation each and every from time to time record owner of the Premises or any other person having an interest therein and shall inure to the benefit of Lender and its successors and assigns. As used herein the words "successors and assigns" shall also be deemed to mean the heirs, executors, representatives and administrators of any natural person who is or becomes a party to this Assignment. All rights of Lender in, to and under this Assignment shall pass to, and may be exercised by, any assignee of such rights of Lender. Assignor hereby agrees that if Lender gives notice to Assignor of an assignment of said rights, upon such notice the liability of Assignor to the assignee of Lender shall be immediate and absolute. Assignor will not set up any claim against Lender or any intervening assignee as a defense, counterclaim or setoff to any action brought by Lender or any intervening assignee for any amounts due hereunder or for possession of or the exercise of rights with respect to the Leases or any income derived from the Premises.

26. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Indiana, notwithstanding that Indiana conflicts of law rules might otherwise require the substantive rules of law of another jurisdiction to apply. Notwithstanding anything expressed or implied herein to the contrary, the laws of the State in which the Premises are located shall be deemed to govern and control with respect to (i) the assignment of Assignor's interests in the Premises, Leases, Rents and other property of Assignor assigned, granted or conveyed by this Assignment, and (ii) the availability of, and procedures relating to, any remedy hereunder or related to this Assignment.

27. Validity Clause. It is the intent of this Assignment to confer to Lender the rights and benefits hereunder to the full extent allowable by law. If any provision (or a portion thereof) of this Assignment or of any other document executed in connection herewith is held invalid or unenforceable or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable (each such provision, or applicable portion thereof, is herein referred to

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as an “**Invalid Provision**”), then (i) the remainder of this Assignment, or the application of such Invalid Provision to any other person or circumstance, shall be valid and enforceable to the fullest extent permitted by law, (ii) the Invalid Provision shall be deemed to be severable in such instance, and (iii) Assignor and Lender shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment.

28. Notices. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing and either (a) mailed by certified mail, return receipt requested, or (b) sent by an overnight carrier which provides for a return receipt. Any such notice shall be sent to the respective party's address as set forth on Page 1 of this Assignment or to such other address as such party may, by notice in writing, designate as its address. Any such notice shall constitute service of notice hereunder upon the mailing thereof by certified mail or sending thereof by overnight carrier. Any notice may be given on behalf of Lender or Assignor by such party's legal counsel.

29. Costs of Enforcement. Assignor agrees to pay the costs and expenses, including but not limited to reasonable attorneys' fees and legal expenses, incurred by Lender in the exercise of any right or remedy available to it under this Assignment, whether or not suit is commenced, including without limitation, reasonable attorneys' fees and legal expenses incurred in connection with any bankruptcy, reorganization, receivership or other proceeding affecting creditor's rights and involving a claim under this Assignment or any document executed in connection herewith.

30. Waiver of Right to Trial by Jury. Assignor hereby agrees that any suit, action or proceeding, whether a claim or counterclaim, brought or instituted by any party on or with respect to this Assignment or any other document executed in connection herewith or which in any way relates, directly or indirectly to the Loan or any event, transaction or occurrence arising out of or in any way connected with this Assignment or the dealings of the parties with respect thereto, shall be tried only by a court and not by a jury. **ASSIGNOR, AND LENDER BY ACCEPTANCE HEREOF, HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING.** Assignor acknowledges that Assignor may have a right to a trial by jury in any such suit, action or proceeding and that Assignor hereby is knowingly, intentionally and voluntarily waiving any such right. Assignor further acknowledges and agrees that this paragraph is material to this Assignment and that adequate consideration has been given by Lender and received by Assignor in exchange for the waiver made by Assignor pursuant to this paragraph.

31. Joint and Several Obligations. The obligations, agreements and covenants of the persons or entities constituting Assignor hereunder are joint, several and unconditional.

32. Captions. The captions or headings herein have been inserted solely for the convenience of reference and in no way define or limit the scope, intent or substance of any provision of this Assignment. Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

33. Agency Provisions.

a. AGENCY INTEREST. Agency makes no covenants other than to assign to Lender all of its interest in the Property, excepting its Unassigned Rights (as said term is defined in the Leaseback Agreement).

b. NO RECOURSE: Lender agrees that Lender will not look to the Agency or any principal, member, director, officer or employee of the Agency with respect to the debt or any covenant, stipulation, promise, agreement or obligation contained in this Assignment. In enforcing its rights and remedies under this Assignment, Lender will look solely to the Property for the payment of the debt and for the performance of the provisions hereof. Lender will not seek a deficiency or other money judgment against the Agency or any principal, member, director, officer or employee of the Agency and will not institute any separate action against the Agency by reason of any default which may occur in the performance of any of the terms and conditions of any documents evidencing the debt.

c. HOLD HARMLESS: Assignor and Lender agree that the Agency, its directors, members, officers, agents (except the Assignor) and employees shall not be liable for and Assignor agrees to defend, indemnify, release and hold the Agency, its directors, members, officers, agents (except the Assignor) and employees harmless from and against any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by, directly or indirectly, any cause whatsoever pertaining to the Property or arising by reason of or in connection with the occupation or the use thereof or the presence of any person or property on, in or about the Property; or (ii) liability arising from or expense incurred by the Agency's financing, acquiring, constructing, renovating, equipping, owning and leasing of the Property, including without limiting the generality of the foregoing, all claims arising from the breach by the Assignor of any of its covenants contained herein and all causes of action and attorneys' fees and any other expenses incurred in defending any claims, suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities or expenses of the Agency are not incurred or do not result from the gross negligence or intentional or willful wrongdoing of the Agency, or any of its directors, members, agents (except the Assignor) or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence in part of the Agency or any of its members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability.

d. SPECIAL OBLIGATION. The obligations of the Agency under the Assignment and any other financing document constitute a special obligation of the Agency, and all charges payable pursuant to or expenses or liabilities incurred thereunder shall be payable solely out of the revenues and other moneys of the Agency derived and to be derived from the leasing of the Property, any sale or other disposition of the Equipment (as defined in the Leaseback Agreement) and as otherwise provided in the Agency's authorizing resolution, the Leaseback Agreement and the Second Amended and Restated PILOT Agreement between the Agency and Assignor, dated as of June 15, 2017. Neither the members, officers, agents (except the Assignor) or employees of the Agency, nor any person executing the Mortgage and other financing documents on behalf of the Agency, shall be liable personally or be subject to any personal liability or accountability by reason of the leasing, construction, renovation, equipping or

{H3060248.1}

operation of the Property. The obligations of the Agency under the Assignment and other financing documents are not and shall not be an obligation of the State or any municipality of the State and neither the State nor any such municipality (including, without limitation, the County of Oneida), shall be liable thereon.

[the remainder of this page is intentionally left blank,
see the following page for signature of party]

SIGNATURE PAGE FOR CARDINAL GRIFFISS REALTY, LLC
TO ASSIGNMENT OF LEASES AND RENTS

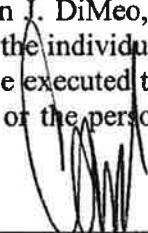
IN WITNESS WHEREOF, Assignor has caused this Assignment of Leases and Rents to be executed effective as of the date first above written.

CARDINAL GRIFFISS REALTY, LLC,
a New York limited liability company

By: 
Steven J. DiMeo

STATE OF NEW YORK)
) SS:
COUNTY OF ONEIDA)

On the 15 day of June, in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared Steven J. DiMeo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



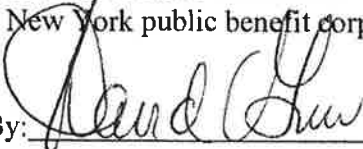
Notary Public
CAMILLE T. KAHLER
NOTARY PUBLIC, State of New York
Appointed in Oneida County
No. 02KA4804252
Commission Expires: October 31, 2018

This instrument prepared by Gregory A. Mattacola, Attorney-at-Law, Hancock Estabrook, LLP, 217 N Washington Street, PO Box 725, Rome, New York 13442.

**SIGNATURE PAGE FOR ONEIDA COUNTY INDUSTRIAL DEVELOPMENT
AGENCY TO ASSIGNMENT OF LEASES AND RENTS**

IN WITNESS WHEREOF, Agency has caused this Assignment of Leases and Rents to be executed effective as of the date first above written.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY
a New York public benefit corporation

By: 
David C. Grow, Chairman

STATE OF NEW YORK)
) SS:
COUNTY OF ONEIDA)

On the 15th day of June, in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared David C. Grow, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

LAURA S. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Reg. No. 01RU5031396
Commission Expires August 1, 2018

This instrument prepared by Gregory A. Mattacola, Attorney-at-Law, Hancock Estabrook, LLP, 217 N Washington Street, PO Box 725, Rome, New York 13442.

EXHIBIT "A"

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York shown on a map entitled "Map Showing A Portion of Lands of Oneida County Industrial Development Agency Located at 153 Brooks Road in the City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 050027, dated April 09, 2010, and last revised August 26, 2010 (sometimes hereinafter referred to as the "Survey Map"), which said tract, piece or parcel of land (hereinafter sometimes referred to as the "Building 301 Parcel") is more particularly bounded and described as follows:

Beginning at the intersection of the proposed southerly street boundary of Brooks Road with the division line between the herein described Building 301 Parcel on the west and the lands of The United States of America (reputed owner) on the east; said point being South 01° 41' 33" East, 26.58 feet from a disk set in concrete stamped 'AFRL-25';

thence South 01° 41' 33" East along the last mentioned division line 92.77 feet to capped iron rod found, stamped 'AFRL-24' located at the intersection of said division line and the division line between the herein described Building 301 Parcel on the north and said lands of The United States of America (reputed owner) on the south;

thence South 88° 18' 27" West along the last mentioned division line 38.48 feet to capped iron rod found stamped 'AFRL-23' located at the intersection of said division line and the division line between the herein described Building 301 Parcel on the west and said lands of The United States of America (reputed owner) on the east;

thence South 01° 41' 33" East along the last mentioned division line 179.14 feet to a disk set in concrete stamped 'AFRL-22' located at the intersection of said division line and the division line between the herein described Building 301 Parcel on the south and said lands of The United States of America (reputed owner) on the north;

thence North 88° 18' 27" East along the last mentioned division line 259.94 feet to its intersection with the proposed westerly street boundary of March Street;

thence South 01° 41' 36" East along said proposed westerly street boundary of March Street 293.46 feet to a point on said proposed westerly street boundary of March Street;

thence South 88° 24' 10" West through the lands of Oneida County Industrial Development Agency (reputed owner) 683.66 feet to its intersection with the proposed easterly highway boundary of "The Griffiss Veteran's Memorial Parkway", NYS Route 825;

thence North 07° 10' 50" West along said proposed easterly highway boundary of "The Griffiss Veteran's Memorial Parkway", NYS Route 825, 499.93 feet to its intersection with the proposed southeasterly highway boundary of "The Griffiss Veteran's Memorial Parkway", NYS Route 825;

thence North 66° 32' 38" East along said proposed southeasterly highway boundary of "The Griffiss Veteran's Memorial Parkway", NYS Route 825, 181.13 feet to its intersection with the aforementioned southerly street boundary of Brooks Road;

thence North 88° 24' 10" East along said southerly street boundary of Brooks Road 340.91 feet to the place of beginning, being 328,144.9 ± sq. ft. or 7.533 ± acres, more or less.

TOGETHER WITH an easement (hereinafter referred to as the "Sanitary Sewer Easement") to construct, reconstruct, replace, install, repair, maintain and operate a sanitary sewer line or lines, system or systems, and all facilities and/or equipment appurtenant thereto, across, upon and under, the following parcel:

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York, more particularly bounded and described as follows:

Beginning at a point on the easterly boundary line of said Building 301 Parcel described above; said point being South 01° 41' 33" East along said easterly boundary line of said Building 301 Parcel described above 41.70 feet from a capped iron rod found, stamped 'AFRL-23';

thence through the lands of The United States of America (reputed owner) the following ten (10) courses and distances:

1. North 68° 03' 36" East, 152.04 feet to a point;
2. South 89° 53' 26" East, 53.09 feet to a point;
3. South 01° 19' 20" East, 11.94 feet to a point;
4. North 88° 34' 15" East, 29.47 feet to a point;
5. South 01° 26' 14" East, 5.63 feet to a point;
6. North 88° 34' 14" East, 8.68 feet to a point;
7. North 01° 25' 50" West, 6.18 feet to a point;
8. North 88° 33' 55" East, 18.61 feet to a point;
9. North 01° 25' 58" West, 8.71 feet to a point;
10. South 89° 23' 56" East, 17.38 feet to its intersection with the proposed westerly street boundary of March Street;

thence South 01° 41' 33" East along said proposed westerly street boundary of March Street 30.02 feet to a point on said proposed westerly street boundary of March Street;

thence through the lands of The United States of America (reputed owner) the following two (2) courses and distances:

1. North 89° 23' 56" West, 123.04 feet to a point;
2. South 68° 03' 36" West, 156.55 feet to its intersection with the aforementioned easterly boundary line of said Building 301 Parcel;

thence North 01° 41' 33" West along said easterly boundary line of said Building 301 Parcel 31.99 feet to the place of beginning, being 7,785.1 ± sq. ft. or 0.179 acre, more or less.

The location of the Sanitary Sewer Easement is shown on the Survey Map.

SECTION 255 AFFIDAVIT
(Assignment of Leases and Rents)

STATE OF NEW YORK }
 }
 } ss.:
COUNTY OF ONEIDA }

DAVID C. GROW, being duly sworn, deposes and says:

1. I am over the age of eighteen (18) years and am the Chairman of the Oneida County Industrial Development Agency (the "Agency"). The Agency is a public benefit corporation organized and existing under the laws of the State of New York.

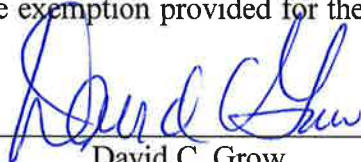
2. The Agency and Cardinal Griffiss Realty, LLC (the "Company") have made, executed and delivered a Collateral Security Mortgage (the "Mortgage") to Community Bank, N.A. (the "Lender") in the principal sum of \$650,000.00 dated on or about June 15, 2017, to be recorded in the Oneida County Clerk's Office concurrently herewith.

3. The Mortgage is exempt from the payment of mortgage recording tax with respect to said Mortgage as set forth in the Affidavit of David C. Grow, submitted with the Mortgage.

4. There is herewith submitted for recording an Assignment of Leases and Rents (the "Assignment"), dated as of even date with the Mortgage, from the Agency and the Company to the Lender.

5. The Assignment secures the same indebtedness secured by the Mortgage, and accordingly no new or further indebtedness or obligation is secured other than the principal indebtedness secured by the Mortgage.

6. This Affidavit is made pursuant to the provisions of Section 255 of the New York State Tax Law for the purpose of showing claim to the exemption provided for therein in order to record the Assignment.



David C. Grow

Sworn to before me this
15th day of June 2017



Notary Public

LAURA S. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Reg. No. 01RU5031396
Commission Expires August 1, 2018

PILOT PAYMENT ESCROW ACCOUNT AGREEMENT

THIS PILOT PAYMENT ESCROW ACCOUNT AGREEMENT dated as of June 15, 2017 (this "**Agreement**") is entered into among COMMUNITY BANK N.A., having banking offices at 160 Brooks Road, Rome, New York 13441 ("**Lender**"); CARDINAL GRIFFISS REALTY, LLC, a New York limited liability company with its primary corporate address at 584 Phoenix Drive, Rome, New York 13441 ("**Borrower**"); and ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation with its primary address at 584 Phoenix Drive, Rome, New York 13441 ("**Agency**").

RECITALS:

WHEREAS, Lender is extending to Borrower a certain secured term loan in the principal amount of Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00) represented by a certain Promissory Note in the face amount thereof, dated as of June 15, 2017 (the "**Loan**" and the "**Note**"), for the purpose of financing the real estate located at 153 Brooks Road, Rome, Oneida County, New York that is more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, and any improvements now or hereafter located thereon (such real estate and improvements are collectively hereinafter referred to as the "**Real Property**") and performing renovations to the Real Property, for purposes of leasing the Real Property to Assured Information Security, Inc., a New York business corporation (the "**Sublessee**") under that certain sublease agreement dated July 1, 2010, made between Borrower, as landlord, and Sublessee, as tenant (the "**Sublease**"); and

WHEREAS, Borrower's acquisition, renovation, and development, and its leasing of the Real Property to Sublessee for the operation of Sublessee's business thereat is called the "**Project**"); and

WHEREAS, Borrower, as lessor, and Agency, as lessee, have entered into a certain Lease Agreement dated as of August 1, 2010 (the "**Lease Agreement**"), whereby the Borrower has leased the Real Property and improvements thereon, and equipment installed in such improvements, as more particularly described therein (collectively the "**Facility**"), to the Agency; and just subsequent in time thereto Agency, as sublessor, and Borrower, as sublessee, have entered into a certain Leaseback Agreement of even date as the Lease Agreement (the "**Leaseback Agreement**", and collectively with the Lease Agreement, the "**Agency Leases**"), whereby the Agency is subletting the Facility to the Borrower; all for purposes of Borrower's acquiring certain monetary and non-monetary benefits (the "**Agency Benefits**") in Borrower's performance of and financing of the Project, the provision of which Agency Benefits is in keeping with the corporate purpose and powers of the Agency pursuant to the provisions of Title 1 of Article 18-A of the General Municipal Law, Chapter 99 of the Consolidated Laws of New York, as amended, and Chapter 372 of the Laws of 1970 of the State of New York, as amended, constituting Section 901 of said General Municipal Law (collectively the "**Act**"); and

WHEREAS, the Loan and Note are secured by, *inter alia*, a mortgage executed and delivered by Borrower and Agency to Lender, in the original principal amount of the Loan and

of even date as the Note, granting a first mortgage lien to Lender in their respective interests in the Real Property (the “**Mortgage**”); and

WHEREAS, in addition to the Mortgage, the Loan and Note are secured by, and/or made in conjunction with and in accordance with the terms and conditions of, certain other documents and instruments executed and delivered to Lender and of even date as the Note and Mortgage (collectively, the “**Loan Documents**”); and

WHEREAS, in consideration of Borrower’s and Agency’s entering into the Agency Leases, and in further consideration of the Facility being used for a purpose within the meaning of the Act, the Facility has become exempt from real property taxes, general property taxes, general school district taxes, general assessments, service charges or other governmental charges of a similar nature (excluding special assessments or ad valorem levies) levied and/or assessed upon the Facility or the interest therein of the Borrower or the occupancy thereof by the Borrower and the Sublessee (collectively, “**Real Property Taxes**”); and

WHEREAS, the Agency and Borrower deemed it necessary and proper to enter into an agreement making provision for payments to be made in lieu of Real Property Taxes which would, if not for the acquisition by Agency of its interest in the Facility, be due and payable by Borrower to the City of Rome, the County of Oneida, and the Rome City School District, and any appropriate special districts thereof (hereinafter each a “**Taxing Authority**” and collectively the “**Taxing Authorities**”) in which any part of the Facility is or is to be located; and

WHEREAS, in furtherance of the intentions and purposes set forth in the immediately preceding paragraph, Agency and Borrower are entering into a certain Second Amended and Restated Payment-In-Lieu-of-Tax Agreement dated as of June 15, 2017 (the “**PILOT Agreement**”), whereby Borrower agrees that it will make certain payments to the Taxing Authorities in lieu of Real Property Taxes (the “**PILOT Payments**”); and

WHEREAS, the Agency has waived requirement of Borrower’s giving and granting to the Agency a first lien mortgage on the Real Property for purposes of securing the PILOT Payments, in consideration of Borrower’s requesting Lender, and Lender’s agreement, that Lender and Borrower establish an escrow account for the timely payment of PILOT Payments, pursuant to a written agreement (such waiver of a mortgage is deemed to be a part of the Agency Benefits, as hereinabove defined); and

WHEREAS, Borrower and Lender desire to establish the restricted account with Lender, the sole purpose of which is to periodically receive monies, in advance of PILOT Payment due dates, for the payment therefrom of the PILOT Payments in amounts set forth in those annual or other periodic invoices issued by the Taxing Authorities (the “**PILOT Invoices**”); and

WHEREAS, hereinafter the PILOT Agreement, Agency Leases, and any other document or instrument heretofore or contemporaneously executed by Borrower and/or Sublessee in connection with the Agency Benefits, are collectively called the “**Agency Documents**”; and

NOW THEREFORE, Borrower, Lender and Agency are entering into this Agreement.

AGREEMENT:

1. Borrower's obligations under this Agreement are separate from and independent of, and are in addition to, Borrower's obligations under the Loan Documents and Agency Documents. Lender and Agency will not be required to exercise their respective rights and remedies under this Agreement against Borrower in any particular order, nor will Lender or Agency be obligated to exhaust its rights and remedies as against Borrower (or any collateral granted by Borrower as security for the Loan) under the Loan Documents, or otherwise under applicable law, before proceeding against the other.
2. Concurrently with entering into this Agreement, Borrower has established, with Lender, a restricted-use escrow account, and, concurrently with the execution of this Agreement, Borrower has deposited or caused to be deposited into such escrow account a lump sum in cash, calculated by Lender based on the schedule of PILOT Payments contained in the PILOT Agreement (the "**Escrow Account**"), which will remain in existence throughout the term of the Loan and during which the PILOT Agreement is in force and effect. The sole purpose of the Escrow Account shall be for the payment therefrom, by Lender, of all PILOT Payments as they become due and owing to the Taxing Authorities as evidenced by the PILOT Invoices. PILOT Payments due under the PILOT Agreement shall be calculated by the Taxing Authorities and billed to the Borrower in accordance with the terms of the PILOT Agreement.
3. Each month during the term of the Loan, Borrower will deposit with Lender an amount, calculated by Lender, and based on the aggregate amounts of the most current annual PILOT Payments (such amounts will be approximately one-twelfth (1/12) of the aggregate annual PILOT Payments), which monthly payments will be deposited into the Escrow Account and applied by Lender to the payment of the PILOT Payments ("**Monthly Deposits**"). Such Monthly Deposits shall be paid at the same time that Borrower pays to Lender each monthly installment of principal and interest required under the Note.
4. If at any time during the term of the Loan the Monthly Deposits shall become insufficient to pay PILOT Payments as they become due, Borrower will pay the amount of such deficiency (as calculated by Lender), on demand, to Lender.
5. Borrower does hereby grant a security interest to Lender in all of its right, title and interest in all such amounts deposited into the Escrow Account as additional security for the Loan and all sums, costs, obligations and liabilities arising therefrom.
6. Notwithstanding the filing, by Agency, of New York State Department of Taxation & Finance Office of Real Property Services Form RP 412-a directing the Taxing Authorities to submit PILOT Invoices to the Lender at its address first set forth above

for payment of PILOT Payments, Borrower will be, in all events, responsible for providing Lender each PILOT Invoice no later than fifteen (15) days prior to the date on which the PILOT Payment is due. Lender shall have no obligation to apply any sums held by Lender pursuant to this Agreement to the payment of such PILOT Payments unless directed to do so by Borrower in writing, setting forth the particular PILOT Payment to be paid. Notwithstanding the foregoing, Lender may, in its discretion but shall not be required to, pay any such PILOT Payment without written direction from Borrower or contrary to the direction of Borrower.

7. At all times during which this Agreement is in effect, so long as no event of default shall exist under the Loan Documents and/or the Agency Documents, and after giving written notice to Lender and having received Lender's prior written consent, Borrower may in good faith contest any PILOT Payment, provided that such contest is in accordance with the terms of the PILOT Agreement, and the applicable terms of the Loan Documents; and Borrower may permit such PILOT Payment to remain unpaid during the period under any such contest provided that (a) the amounts held by Lender in the Escrow Account are at all times sufficient to pay such contested PILOT Payments and all other uncontested PILOT Payments as and when the same shall come due and payable (and Borrower shall, upon demand by Lender, deposit with Lender additional amounts sufficient for these purposes); (b) Borrower shall deposit with Lender as and when the same shall accrue all late charges, interest and penalties which result from the contest or which would ultimately be payable in the event such contest is unsuccessful, and (c) no portion of the Facility shall be at risk of forfeiture or foreclosure on account of the non-payment of PILOT Payments (or any other tax, imposition or similar charge assessed to the Facility, if any) under contest or otherwise. Upon the occurrence and during the continuation of any event of default under the Loan Documents, or if any conditions set forth in clauses (a), (b) or (c) of this paragraph shall fail to be satisfied, then Lender may, in its discretion but shall not be required to, pay any such contested PILOT Payment out of the Escrow Account or otherwise even if such payment is to prejudice Borrower's ability thereafter to contest such items. Borrower's contesting of the PILOT Payments will not relieve Borrower's obligation to continue to make Monthly Deposits into the Escrow Account.
8. Any default or breach by Borrower under this Agreement (including, but not limited to, Borrower's failure to pay Monthly Deposits to Lender in accordance with the requirements of this Agreement), and/or Borrower's written rescission of, and/or written declaration that it or they have no further liability or obligation under, this Agreement, and/or Borrower's termination of the Escrow Account, shall each constitute an event of default under the Loan Documents and Agency Documents, and shall entitle each of Lender and/or Agency to exercise all of their rights and remedies provided under the Loan Documents and Agency Documents, respective to each of them, and/or at law or in equity. Lender agrees to provide notice (in accordance with paragraph 10 hereinbelow) to the Agency of any event of default, known to Lender, by Borrower under (a) the Loan Documents (and which default has continued beyond any applicable period of notice and/or cure), (b) this Agreement

(including, but not limited to, failure of Borrower to make Monthly Deposits with Lender); (c) Borrower's termination of this Agreement or the Escrow Account; and/or (d) Lender's termination of this Agreement with Borrower. Agency agrees to provide Lender with notice (in accordance with paragraph 11 hereinbelow) to the Lender of any event of default, known to Agency, by Borrower or, as applicable, Sublessee, under (a) the Agency Documents (and which default has continued beyond any applicable period of notice and/or cure), (b) Borrower's termination of the Agency Lease(s) and/or (c) Agency's termination of the Agency Lease(s).

9. In addition to such defaults as described in Paragraph 8 above, concurrently with the provision of notice to Borrower, of the occurrence of an event of default under a Loan Document and continuation thereof beyond any applicable period of notice and/or cure, if any, set forth therein, Lender will provide Agency with a copy of the same notice and an opportunity (but not the obligation) to cure such event of default, if curable by Agency, the period of which opportunity to cure will be the same as provided to Borrower, if applicable, under the Loan Documents; and if not so provided, then within a period of thirty (30) days dated from the date of Agency's receipt of such notice.
10. In addition to such defaults as described in Paragraph 8 above, concurrently with the provision of notice to Borrower, of the occurrence of an event of default under any Agency Document that has continued beyond any applicable period of notice and/or cure, if any, set forth therein, Agency will provide Lender with a copy of the same notice and an opportunity (but not the obligation) to cure such event of default, if curable by Lender, the period of which opportunity to cure will be the same as provided to Borrower, if applicable, under the Agency Documents; and if not provided, then within a period of thirty (30) days dated from the date of Lender's receipt of such notice.
11. All notices given under this Agreement shall be made in writing, and shall be effective when actually delivered, or two (2) days subsequent to deposit with a nationally recognized overnight courier, or three (3) days subsequent to deposit in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown above. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, the Borrower agrees to keep Lender informed at all times of their current address(es). All notices given and/or required to be given hereunder shall be sent, unless and until the address is changed by written notice, to each party at its address first set forth above, with copies to Saunders Kahler, L.L.P., 185 Genesee Street, Suite 1400, Utica, New York 13501, Attention: Camille T. Kahler, Esq.; and to Hancock Estabrook, LLP, PO Box 725, Rome, New York 13442, Attention: Gregory A. Mattacola, Esq.; and to Bond, Schoeneck & King, PLLC, 501 Main Street Utica, NY 13501, Attention: Linda E. Romano, Esq.. Copies of notices to counsel shall not constitute notices delivered upon the parties to this Agreement.

12. This Agreement will remain in full force and effect until the earliest of the following events: (a) the termination of this Agreement in writing by all of the parties hereto; (b) the expiration of the Agency Documents without renewal; (c) the termination of the Agency Documents in writing; or (d) the full and indefeasible payment in full of the Loan.
13. This Agreement may not be terminated, modified, changed or amended except by a written agreement signed by all of the parties hereto.
14. This Agreement shall be governed by and construed in accordance with federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of New York, without regard to choice of law rules or principles.
15. The obligations of Borrower hereunder may not be assumed without the prior written consent of Lender and Agency.
16. This Agreement is binding upon Borrower, as well as its successors and assigns, and Borrower acknowledges that this Agreement is legally enforceable against it, and against its successors and assigns, in accordance with its terms. All of the covenants, agreements and provisions in this Agreement made by Borrower to the benefit of Lender and Agency shall inure to the benefit of Lender's and Agency's successors and assigns.
17. Borrower agrees to pay all court costs, other costs, expenses, and reasonable attorney's fees incurred by Lender or Agency in connection with the enforcement of their rights and remedies hereunder. The obligations of Borrower under this Paragraph shall survive the full and indefeasible payment of the Loan and termination of the Loan Documents and the Agency Documents.
18. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
19. For the convenience of the parties and to facilitate execution, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.
20. **Special Provisions of Agency.** Agency makes no covenants other than to agree to the establishment of the Escrow Account with Lender, Lender's disbursing PILOT payment amounts therefrom in accordance with the terms of this Agreement, and to agree to Borrower's undertakings hereunder.

NO RECOURSE AGAINST AGENCY: Lender agrees that Lender will not look to the Agency or any principal, member, director, officer or employee of the Agency with respect to the Indebtedness (as defined in the Mortgage) or any covenant, stipulation, promise, agreement or obligation contained in this Agreement. In enforcing its rights and remedies under this Agreement, Lender will look solely to the Real Property and the other Collateral (as defined in the Mortgage) for the payment of the Indebtedness and for the performance of the provisions hereof. Lender will not seek a deficiency or other money judgment against the Agency or any principal, member, director, officer or employee of the Agency and will not institute any separate action against the Agency by reason of any default which may occur in the performance of any of the terms and conditions of any documents evidencing the Indebtedness.

HOLD HARMLESS: Borrower and Lender agree that the Agency, its directors, members, officers, agents (except the Borrower) and employees shall not be liable for and Borrower agrees to defend, indemnify, release and hold the Agency, its directors, members, officers, agents (except the Borrower) and employees harmless from and against any and all (i) liability for loss or damage to the Property (as defined in the Mortgage) or injury to or death of any and all Persons that may be occasioned by, directly or indirectly, any cause whatsoever pertaining to the Property or arising by reason of or in connection with the occupation or the use thereof or the presence of any person or property on, in or about the Property or (ii) liability arising from or expense incurred by the Agency's financing, acquiring, constructing, renovating, equipping, owning and leasing of the Property, including without limiting the generality of the foregoing, all claims arising from the breach by the Borrower of any of its covenants contained herein and all causes of action and attorneys' fees and any other expenses incurred in defending any claims, suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities or expenses of the Agency are not incurred or do not result from the gross negligence or intentional or willful wrongdoing of the Agency, or any of its directors, members, agents (except the Borrower) or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence in part of the Agency or any of its members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability.

SPECIAL OBLIGATION. The obligations of the Agency under this Agreement and other Loan Documents constitute a special obligation of the Agency, and all charges payable pursuant to or expenses or liabilities incurred thereunder shall be payable solely out of the revenues and other moneys of the Agency derived and to be derived from the leasing of the Property, any sale or other disposition of the Equipment and as otherwise provided in the Authorizing Resolution (as defined in the Agency Documents), the Leaseback Agreement and the PILOT Agreement. Neither the members, officers, agents (except the Borrower) or employees of the Agency, nor any person executing this Agreement and other Loan Documents on behalf of the Agency, shall be liable personally or be subject to any personal liability or accountability by reason of the leasing, construction, renovation, equipping or operation of the

Property. The obligations of the Agency under the Loan Documents are not and shall not be an obligation of the State or any municipality of the State and neither the State nor any such municipality (including, without limitation, the County of Oneida), shall be liable thereon.

IN WITNESS WHEREOF, the parties have executed these presents or caused these presents to be executed by their duly authorized representatives.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURES BEGIN ON THE FOLLOWING PAGE.

FIRST SIGNATURE PAGE OF A PILOT PAYMENT ESCROW ACCOUNT AGREEMENT
AMONG COMMUNITY BANK, N.A., CARDINAL GRIFFISS REALTY, LLC
AND ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

COMMUNITY BANK, NA.



by:

Name: Steven J. Potter

Title: Vice President

SECOND SIGNATURE PAGE OF A
PILOT PAYMENT ESCROW ACCOUNT AGREEMENT
AMONG COMMUNITY BANK, N.A., CARDINAL GRIFFISS REALTY, LLC
AND ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

CARDINAL GRIFFISS REALTY, LLC

by: 
Peter Zawko
Its Manager

THIRD SIGNATURE PAGE OF A PILOT PAYMENT ESCROW ACCOUNT AGREEMENT
AMONG COMMUNITY BANK, N.A., CARDINAL GRIFFISS REALTY, LLC
AND ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

by: David C. Grow
David C. Grow
Its Chairman

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of the 15th day of June 2017, by and among **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, 584 Phoenix Drive, Rome, New York 13441-4105 ("OCIDA"), **CARDINAL GRIFFISS REALTY, LLC**, a New York limited liability company, 584 Phoenix Drive, Rome, New York 13441 ("Borrower"), **ASSURED INFORMATION SECURITY, INC.**, a New York business corporation, 245 Hill Road, Rome, New York 13441 ("Tenant"), **COMMUNITY BANK, N.A.** (formerly known as Oneida Savings Bank) ("Lender") and **ENHANCED CAPITAL NEW MARKET DEVELOPMENT FUND V, LLC** ("Enhanced"). OCIDA, Borrower, Tenant and Lender may also be identified individually in this Agreement as a "Party" or collectively as the "Parties".

PRELIMINARY STATEMENT

The leasehold interest in the parcel of land described on **Exhibit A** annexed to this Agreement and the building and other improvements constructed or to be constructed by Borrower thereon (the "Property") is held by OCIDA, subject to a Lease between OCIDA and Borrower (the "Prime Lease"). Borrower has entered into Subleases, made as of July 1, 2010 and January 17, 2017, with Tenant (collectively the "Sublease"), under which Tenant is leasing from Borrower the respective premises described in the Sublease (the "Premises").

Lender is the holder of a mortgage on the Property securing one or more loans from Lender to Borrower and may be the holder of one or more mortgages granted after the date of this Agreement to secure one or more future loans from Lender to Borrower. The existing mortgage held by Lender and any future mortgage that may be held by Lender will be identified collectively in this Agreement as the "Mortgage #1". Enhanced is the holder of a Mortgage and Security Agreement on the Property securing that certain \$9,000,000.00 loan from Enhanced to Borrower. The Enhanced mortgage will be identified in this Agreement as "Mortgage #2".

FOR VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. **SUBORDINATION**. The Sublease, and the rights of Tenant in, to and under the Sublease are hereby made subject, junior and subordinate in all respects to the Prime Lease and Mortgage #1 and Mortgage #2 (collectively the "Mortgage") and to all renewals, modifications, consolidations, replacements and extensions of the Prime Lease and Mortgage, except that the terms of the Sublease shall govern the disposition of the proceeds of insurance and condemnation in the event of a casualty or condemnation.

2. **NON-DISTURBANCE**. So long as Tenant is not in default, beyond any applicable period of notice and grace, under any of the terms, covenants or conditions of the Sublease on Tenant's part to be performed, then: (a) Tenant's possession of the Premises shall not

be diminished or interfered with by OCIDA, Lender or Enhanced; (b) the Sublease shall not be terminated or affected by the exercise of any remedy provided for in the Prime Lease by OCIDA, or in the Mortgage; (c) Tenant's rights under the Sublease, shall not be diminished or interfered with by OCIDA, Lender or Enhanced; and (d) in the event that OCIDA, Lender or Enhanced succeeds to the rights of Borrower under the Sublease, the Sublease shall be preserved as a lease between OCIDA, Lender or Enhanced, as the case may be, and Tenant in accordance with the terms of this Agreement.

3. **ATTORNNMENT.** In the event that OCIDA, Lender or Enhanced succeeds to the interest of Borrower under the Sublease, then:

(a) **Duties of Tenant.** Tenant shall be bound to OCIDA, Lender or Enhanced, as the case may be, and OCIDA, Lender or Enhanced, as the case may be, shall be bound to Tenant, under all of the terms, covenants and conditions of the Sublease for the remaining term of the Sublease, and any extensions or renewals of the Sublease which may be effected in accordance with the Sublease, with the same force and effect as if OCIDA, Lender or Enhanced, as the case may be, were the original landlord under the Sublease, except that Paragraph 3(b) below and the other provisions of this Agreement shall modify the Sublease, and Tenant will attorn to OCIDA, Lender or Enhanced, as the case may be, as Tenant's landlord, the attornment to be effective and self-operative without the execution of any further instrument. In no event shall Tenant terminate the Sublease as a result of any breach or default of the Sublease unless Tenant has provided OCIDA, Lender or Enhanced notice and afforded OCIDA, Lender or Enhanced the same opportunity to cure such breach or default as provided to Tenant's landlord under the Sublease.

(b) **Limitations.** It is agreed that in no event shall OCIDA, Lender or Enhanced:

(1) Be liable for any act or omission of any prior landlord (including the Borrower) nor for any consequential damages for any default of any prior landlord (including Borrower);

(2) Be obligated to cure any defaults of any prior landlord (including the Borrower) or subject to any offsets or defenses which Tenant may have against any prior landlord (including Borrower) which occurred prior to the date OCIDA, Lender or Enhanced, as the case may be, succeeded to the interest of such prior landlord under the Sublease; provided that from and after the date OCIDA, Lender or Enhanced, as the case may be, succeeds to the interest of a prior landlord under the Sublease, OCIDA, Lender or Enhanced, as the case may be, shall be obligated to cure any continuing default of the prior landlord (including the Borrower) under the Sublease and, in no event, shall OCIDA, Lender or Enhanced be liable for any amounts owed or be obligated to cure any defaults of any prior landlord, including Borrower (except in the event OCIDA, Lender or Enhanced were to assume such obligations of any prior landlord, including Borrower);

(3) Be bound by any payment of any monthly installment of Base Rent under the Sublease made more than thirty (30) days prior to the date the installment of Base Rent is due and payable under the Sublease;

(4) Be liable to pay Tenant any sum(s) that any prior landlord (including Borrower) owed to Tenant or with respect to any security deposited with any prior landlord (including Borrower), unless such sum(s) and/or security was actually delivered to OCIDA, Lender or Enhanced; or

(5) Be bound by any amendment or modification of the Sublease made without OCIDA's, Lender's or Enhanced written consent.

4. **MISCELLANEOUS.** The Parties further agree as follows:

(a) **Governing Law.** This Agreement shall be construed according to the laws of the State of New York.

(b) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of each party to this Agreement.

(c) **Notices.** Notice from one party to another relating to this Agreement shall be deemed effective if made in writing and delivered to the recipient's address by any of the following means: (i) hand delivery, (ii) registered or certified mail, postage prepaid, or (iii) express mail or other overnight courier service. Notice made in accordance with these provisions shall be deemed delivered on receipt if delivered by hand, or on the third business day after mailing if mailed by registered or certified mail, or on the next business day after mailing or deposit with the postal service or an overnight courier service if delivered by express mail or overnight courier.

(d) **Amendments.** Any amendment of this Agreement shall be in writing and shall require the signature of all Parties.

(e) **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which when taken together shall constitute one original.

(f) **WAIVER OF JURY TRIAL.** OCIDA, TENANT, BORROWER, LENDER AND ENHANCED ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.

(g) Borrower and Tenant agree that OCIDA, Lender and Enhanced, their directors, members, officers, agents (except the Borrower and Tenant) and employees (collectively, the "Indemnitees") shall not be liable for and Borrower and Tenant agree to defend, indemnify, release and hold the Indemnitees harmless from and against any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by, directly

or indirectly, any cause whatsoever pertaining to the Premises or arising by reason of or in connection with the occupation or the use thereof or the presence of any person or property on, in or about the Premises or the Property or (ii) liability arising from or expense incurred by the Indemnitees' financing, acquiring, constructing, renovating, equipping, owning and leasing of the Premises, including without limiting the generality of the foregoing, all claims arising from the breach by the Borrower or the Tenant of any of their respective covenants contained herein and all causes of action and attorneys' fees and any other expenses incurred in defending any claims, suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities or expenses of the Indemnitees are not incurred or do not result from the gross negligence or intentional or willful wrongdoing of the Indemnitees.

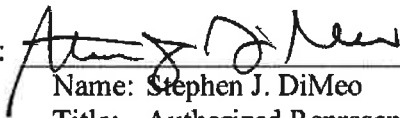
(Signatures on following page)

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

COUNTY OF ONEIDA INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Name:
Title:


CARDINAL GRIFFISS REALTY, LLC

By:  _____
Name: Stephen J. DiMeo
Title: Authorized Representative

ASSURED INFORMATION SECURITY, INC.

By: _____
Name:
Title:

COMMUNITY BANK, N.A.

By:  _____
Name: Steven J. Patten
Title: Vice President

ENHANCED CAPITAL NEW MARKET
DEVELOPMENT FUND V, LLC

By: _____
Name:
Title:

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

COUNTY OF ONEIDA INDUSTRIAL
DEVELOPMENT AGENCY

By: David Crow
Name: DAVID C. CROW
Title: Chairman

CARDINAL GRIFFISS REALTY, LLC

By: _____
Name: Stephen J. MiMeo
Title: Authorized Representative

ASSURED INFORMATION SECURITY, INC.

By: _____
Name:
Title:

COMMUNITY BANK, N.A.

By: _____
Name:
Title:

ENHANCED CAPITAL NEW MARKET
DEVELOPMENT FUND V, LLC

By: _____
Name:
Title:

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


COUNTY OF ONEIDA INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Name:
Title:

CARDINAL GRIFFISS REALTY, LLC

By: _____
Name: Stephen J. MiMeo
Title: Authorized Representative

ASSURED INFORMATION SECURITY, INC.

By: 
Name: Steven J. Flint
Title: Chief Operating Officer

COMMUNITY BANK, N.A.

By: _____
Name:
Title:

ENHANCED CAPITAL NEW MARKET
DEVELOPMENT FUND V, LLC

By: _____
Name:
Title:

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

COUNTY OF ONEIDA INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Name:
Title:

CARDINAL GRIFFISS REALTY, LLC

By: _____
Name: Stephen J. MiMeo
Title: Authorized Representative

ASSURED INFORMATION SECURITY, INC.

By: _____
Name:
Title:

COMMUNITY BANK, N.A.

By: _____
Name:
Title:

ENHANCED CAPITAL NEW MARKET
DEVELOPMENT FUND V, LLC

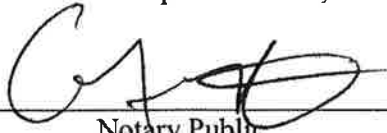
By: Sh P. M... [Signature]
Name: *Shane M. ...*
Title: *Vice President*

OCIDA

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On June 15, 2017, before me, the undersigned, personally appeared Steve Potter, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Gregory A. Mattacola
#02MA6022494
Notary Public, State of New York
Oneida County, New York
Commission Expires March 29, 19



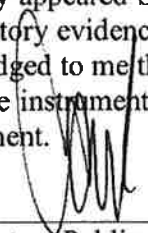
Notary Public

Borrower

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On June 15, 2017, before me, the undersigned, personally appeared **Stephen J. DiMeo**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

CAMILLE T. KAHLER
NOTARY PUBLIC, State of New York
Appointed in Oneida County
No. 02KA4804252
Commission Expires: October 31, 2018



Notary Public

Tenant

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On _____, 2017, before me, the undersigned, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

~~_____~~

Notary Public

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **Steven J. Potter**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **Steven J. DiMeo**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On this 15th day of June, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **David C. Grow**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

STATE OF LOUISIANA)
PARISH OF ORLEANS) ss.:

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

LAURA S. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Reg. No. 01RU5031396
Commission Expires August 2018

Notary Public

OCIDA

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On _____, 2017, before me, the undersigned, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

Borrower

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On _____, 2017, before me, the undersigned, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

Tenant

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On June 15, 2017, before me, the undersigned, personally appeared Steven Flint, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Anne Robinson
Notary Public

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **Steven J. Potter**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **Steven J. DiMeo**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **David C. Grow**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF LOUISIANA)
PARISH OF ORLEANS) ss.:

On this 15th day of June, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Shane P. McCarthy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

CHRISTOPHER MICHAEL WAPPEL
Notary Public
State of Louisiana
My Commission Issued for Life
LA Bar No. 26745

EXHIBIT "A"

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York shown on a map entitled "Map Showing A Portion of Lands of Oneida County Industrial Development Agency Located at 153 Brooks Road in the City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 050027, dated April 09, 2010, and last revised August 26, 2010 (sometimes hereinafter referred to as the "Survey Map"), which said tract, piece or parcel of land (hereinafter sometimes referred to as the "Building 301 Parcel") is more particularly bounded and described as follows:

Beginning at the intersection of the proposed southerly street boundary of Brooks Road with the division line between the herein described Building 301 Parcel on the west and the lands of The United States of America (reputed owner) on the east; said point being South $01^{\circ} 41' 33''$ East, 26.58 feet from a disk set in concrete stamped 'AFRL-25';

thence South $01^{\circ} 41' 33''$ East along the last mentioned division line 92.77 feet to capped iron rod found, stamped 'AFRL-24' located at the intersection of said division line and the division line between the herein described Building 301 Parcel on the north and said lands of The United States of America (reputed owner) on the south;

thence South $88^{\circ} 18' 27''$ West along the last mentioned division line 38.48 feet to capped iron rod found stamped 'AFRL-23' located at the intersection of said division line and the division line between the herein described Building 301 Parcel on the west and said lands of The United States of America (reputed owner) on the east;

thence South $01^{\circ} 41' 33''$ East along the last mentioned division line 179.14 feet to a disk set in concrete stamped 'AFRL-22' located at the intersection of said division line and the division line between the herein described Building 301 Parcel on the south and said lands of The United States of America (reputed owner) on the north;

thence North $88^{\circ} 18' 27''$ East along the last mentioned division line 259.94 feet to its intersection with the proposed westerly street boundary of March Street;

thence South $01^{\circ} 41' 36''$ East along said proposed westerly street boundary of March Street 293.46 feet to a point on said proposed westerly street boundary of March Street;

thence South $88^{\circ} 24' 10''$ West through the lands of Oneida County Industrial Development Agency (reputed owner) 683.66 feet to its intersection with the proposed easterly highway boundary of "The Griffiss Veteran's Memorial Parkway", NYS Route 825;

thence North $07^{\circ} 10' 50''$ West along said proposed easterly highway boundary of "The Griffiss Veteran's Memorial Parkway", NYS Route 825, 499.93 feet to its intersection with the proposed southeasterly highway boundary of "The Griffiss Veteran's Memorial Parkway", NYS Route 825;

thence North 66° 32' 38" East along said proposed southeasterly highway boundary of "The Griffiss Veteran's Memorial Parkway", NYS Route 825, 181.13 feet to its intersection with the aforementioned southerly street boundary of Brooks Road;

thence North 88° 24' 10" East along said southerly street boundary of Brooks Road 340.91 feet to the place of beginning, being 328,144.9 ± sq. ft. or 7.533 ± acres, more or less.

TOGETHER WITH an easement (hereinafter referred to as the "Sanitary Sewer Easement") to construct, reconstruct, replace, install, repair, maintain and operate a sanitary sewer line or lines, system or systems, and all facilities and/or equipment appurtenant thereto, across, upon and under, the following parcel:

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York, more particularly bounded and described as follows:

Beginning at a point on the easterly boundary line of said Building 301 Parcel described above; said point being South 01° 41' 33" East along said easterly boundary line of said Building 301 Parcel described above 41.70 feet from a capped iron rod found, stamped 'AFRL-23';

thence through the lands of The United States of America (reputed owner) the following ten (10) courses and distances:

1. North 68° 03' 36" East, 152.04 feet to a point;
2. South 89° 53' 26" East, 53.09 feet to a point;
3. South 01° 19' 20" East, 11.94 feet to a point;
4. North 88° 34' 15" East, 29.47 feet to a point;
5. South 01° 26' 14" East, 5.63 feet to a point;
6. North 88° 34' 14" East, 8.68 feet to a point;
7. North 01° 25' 50" West, 6.18 feet to a point;
8. North 88° 33' 55" East, 18.61 feet to a point;
9. North 01° 25' 58" West, 8.71 feet to a point;
10. South 89° 23' 56" East, 17.38 feet to its intersection with the proposed westerly street boundary of March Street;

thence South 01° 41' 33" East along said proposed westerly street boundary of March Street 30.02 feet to a point on said proposed westerly street boundary of March Street;

thence through the lands of The United States of America (reputed owner) the following two (2) courses and distances:

1. North 89° 23' 56" West, 123.04 feet to a point;
2. South 68° 03' 36" West, 156.55 feet to its intersection with the aforementioned easterly boundary line of said Building 301 Parcel;

thence North 01° 41' 33" West along said easterly boundary line of said Building 301 Parcel 31.99 feet to the place of beginning, being 7,785.1 ± sq. ft. or 0.179 acre, more or less.

The location of the Sanitary Sewer Easement is shown on the Survey Map.

INTERCREDITOR AGREEMENT

THIS INTERCREDITOR AGREEMENT (this "Agreement"), dated as of June 15, 2017 (the "Effective Date") is by and between **COMMUNITY BANK, N.A.** (formerly Oneida Savings Bank ("OSB")), having an office and place of business at 182 Main Street, Oneida, New York 13421-1676 ("Community Bank"), and **ENHANCED CAPITAL NEW MARKET DEVELOPMENT FUND V, LLC**, a Louisiana limited liability company having an office and place of business at 201 St. Charles Avenue, Suite 3700, New Orleans, Louisiana 70170 ("Enhanced").

RECITALS:

WHEREAS, the Cardinal Griffiss Realty, LLC (the "Company") is the owner in fee simple of that certain parcel of land situate at 153 Brooks Road, Rome, New York, and more particularly described in **Schedule "A"** attached hereto and made a part hereof (the "Land"); and

WHEREAS, the Oneida County Industrial Development Agency (the "Agency") and the Company entered into that certain Lease Agreement (the "Lease Agreement"), dated as of August 1, 2010, pursuant to which the Company, as lessor, leases to the Agency, as lessee, the Land, together with certain other property (said Land, together with such other property, being hereinafter collectively referred to as the "Project Facility"); and

WHEREAS, a memorandum of the Lease Agreement by and between the Company, as lessor, and the Agency, as lessee, dated as of August 1, 2010, was recorded on September 16, 2010 in the Oneida County Clerk's Office as Instrument No. R2010-001059; and

WHEREAS, the Company and the Agency entered into that certain leaseback agreement (the "Leaseback Agreement") dated as of August 1, 2010, pursuant to which the Agency, as lessor, leases to the Company, as lessee, the Land, together with certain other property; and

WHEREAS, a memorandum of the Leaseback Agreement by and between the Agency, as lessor, and the Company, as lessee, dated as of August 1, 2010, was recorded on September 16, 2010 in the Oneida County Clerk's Office as Instrument No. R2010-001060; and

WHEREAS, the Company and the Agency entered into that certain First Amendment to Lease Agreement dated as of _____, 2017, pursuant to which the Company, as lessor, leases to the Agency, as lessee, the Land, together with certain other property; and

WHEREAS, the Agency and the Company entered into that certain First Amendment to Leaseback Agreement dated as of June 15, 2017, pursuant to which the Agency, as lessor, leases to the Company, as Lessee, the Land, together with certain other property; and

WHEREAS, on or about September 1, 2010, OSB made available to the Company certain financing consisting of a construction mortgage in the principal sum of \$1,585,416.00 ("OSB Loan A"); and

WHEREAS, the OSB Loan A is evidenced by a promissory note in the principal sum of \$1,585,416.00 from the Company to OSB, dated as of September 1, 2010 ("OSB Note"); and

WHEREAS, to secure the payment of the OSB Note, the Agency and the Company granted a mortgage and security agreement to OSB in the principal sum of \$1,585,416.00, dated as of September 1, 2010, covering the Project Facility ("OSB Mortgage"); and

WHEREAS, the OSB Mortgage was recorded in the Oneida County Clerk's Office on September 16, 2010 as Instrument No. 2010-013666; and

WHEREAS, to further secure the payment of the OSB Note, the Agency and the Company assigned to OSB all present and future leases and rents relating to and/or arising from the Project Facility pursuant to an Assignment of Leases and Rents dated as of September 1, 2010 ("OSB Assignment of Rents"); and

WHEREAS, the OSB Assignment of Rents was recorded in the Oneida County Clerk's Office on September 16, 2010 as Instrument No. R2010-001061; and

WHEREAS, to further secure the payment of OSB Note, the Agency pledged and assigned to OSB its right to receive any and all monies due or to become due and any and all other rights and remedies of the Agency under or arising out of the Leaseback Agreement (except for revenues derived by the Agency with regard to the Unassigned Rights) pursuant to a Pledge and Assignment dated as of September 1, 2010 ("OSB Pledge and Assignment"), which OSB Pledge and Assignment was duly acknowledged by the Company; and

WHEREAS, the OSB Pledge and Assignment was recorded in the Oneida County Clerk's Office on September 16, 2010 as Instrument No. R2010-001062; and

WHEREAS, the collateral described in the OSB Mortgage, OSB Assignment of Rents, OSB Pledge and Assignment, and any other documents and/or instruments securing OSB Loan, are hereinafter referred to as the "OSB Loan Collateral"; and

WHEREAS, on or about September 1, 2010, Enhanced made available to the Company certain financing consisting of loans in the aggregate principal sum of \$9,000,000.00 ("Enhanced Loan"); and

WHEREAS, the Enhanced Loan is evidenced by two promissory notes in the aggregate principal sum of \$9,000,000.00 from the Company to Enhanced, dated as of September 1, 2010 (collectively, the "Enhanced Note"); and

WHEREAS, to secure the payment of the Enhanced Note, the Agency and the Company granted a mortgage and security agreement to Enhanced in the principal sum of \$9,000,000.00, dated as of September 1, 2010, covering the Project Facility ("Enhanced Mortgage"); and

WHEREAS, the Enhanced Mortgage was recorded in the Oneida County Clerk's Office on

September 16, 2010 as Instrument No. 2010-013667; and

WHEREAS, to further secure the payment of the Enhanced Note, the Agency and the Company assigned to Enhanced all present and future leases and rents relating to and/or arising from the Project Facility pursuant to an Assignment of Leases and Rents dated as of September 1, 2010 ("Enhanced Assignment of Rents"); and

WHEREAS, the Enhanced Assignment of Rents was recorded in the Oneida County Clerk's Office on September 16, 2010 as Instrument No. R2010-001663; and

WHEREAS, to further secure the payment of the Enhanced Note, the Agency pledged and assigned to Enhanced its right to receive any and all monies due or to become due and any and all other rights and remedies of the Agency under or arising out of the Leaseback Agreement (except for revenues derived by the Agency with regard to the Unassigned Rights) pursuant to a Pledge and Assignment dated as of September 1, 2010 ("Enhanced Pledge and Assignment"), which Enhanced Pledge and Assignment was duly acknowledged by the Company; and

WHEREAS, the Enhanced Pledge and Assignment was recorded in the Oneida County Clerk's Office on September 16, 2010 as Instrument No. R2010-001064; and

WHEREAS, the collateral described in the Enhanced Mortgage, Enhanced Assignment of Rents, Enhanced Pledge and Assignment, and in any other documents and/or instruments securing Enhanced Loan, is hereinafter referred to as the "Enhanced Loan Collateral"; and

WHEREAS, on December 4, 2015, Community Bank System Inc. parent of Community Bank, N.A. merged with Oneida Financial Corp. and its banking subsidiaries, including the Oneida Savings Bank and is now the holder of the OSB Loan Collateral; and

WHEREAS, Community Bank has now made available to the Company certain additional financing consisting of a Collateral Security Mortgage in the principal amount of Six Hundred Fifty

Thousand and 00/100 Dollars (\$650,000.00) (the "Community Bank Loan"), which will be secured by, among other things, a first priority security interest in all business assets, a second in priority Collateral Security Mortgage on the Project Facility and a second in priority Assignment of Leases and Rents (collectively the "Community Bank Loan Collateral"); and

WHEREAS, Community Bank is unwilling to make the Community Bank Loan without the parties setting forth herein the relative priority of their respective security interests in and liens on the collateral and certain other rights, priorities and interest.

NOW, THEREFORE, to induce Community Bank to make the Community Bank Loan to the Company, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Irrespective of the time or order of attachment or perfection of security interests or the filing of financing statements and/or continuation statements or the recording of mortgages, assignments of leases and rents, pledges and assignments, or the filing and/or recording of any other document or instrument relating to the Project Facility (or irrespective of the provisions of any of the aforesaid documents and/or instruments which purport to establish the relative priority thereof), the parties hereto agree that their respective liens and/or security interests and/or collateral positions shall have the following order of priority:

<u>Creditor</u>	<u>Collateral</u>	<u>Priority</u>
Community Bank, N.A.	OSB Loan A	1 st
Community Bank, N.A.	Community Bank Loan	2 nd
Enhanced	Enhanced Loan	3 rd

2. Except as otherwise provided herein, priority shall be determined in accordance with applicable law.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to its choice of law rules or principles.

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

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto have executed this Intercreditor Agreement as of the Effective Date.

Community Bank:

COMMUNITY BANK, N.A.

By: 

Steven J. Potter
Vice President

Enhanced:

ENHANCED CAPITAL NEW MARKET
DEVELOPMENT FUND V, LLC

By: Enhanced Community Development, LLC,
Its Managing Member

By: _____

Name:
Title:

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COMMUNITY BANK, N.A.

By:

Steven J. Potter
Vice President

Enhanced:

ENHANCED CAPITAL NEW MARKET
DEVELOPMENT FUND V, LLC

By: Enhanced Community Development, LLC,
Its Managing Member

By:

Sham McLeary
Name: *Sham McLeary*
Title: *Vice President*

ACKNOWLEDGMENT AND CONSENT

The undersigned, ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY and CARDINAL GRIFFISS REALTY, LLC, hereby acknowledge their receipt of, and grant their consent to, the foregoing Intercreditor Agreement by and between Community Bank, N.A. and Enhanced Capital New Market Development Fund V, LLC, dated as of the Effective Date.

AGENCY:

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____

David C. Grow
Its Chairman

COMPANY:

CARDINAL GRIFFISS REALTY, LLC

By: _____


Steven J. DiMeo
Its Authorized Representative

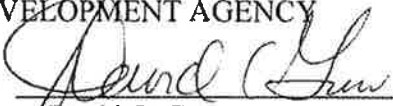
ACKNOWLEDGMENT AND CONSENT

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AGENCY:

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____


David C. Grow
Its Chairman

COMPANY:

CARDINAL GRIFFISS REALTY, LLC

By: _____

Steven J. DiMeo
Its Authorized Representative

Lender

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

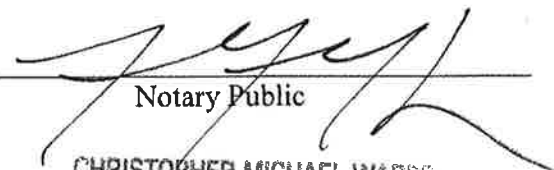
On _____, 2017, before me, the undersigned, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

Enhanced

STATE OF LOUISIANA)
PARISH OF ORLEANS) ss.:

On June 15, 2017, before me, the undersigned, personally appeared Shane P. McCarthy, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



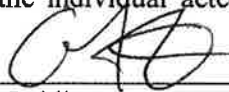
Notary Public

CHRISTOPHER MICHAEL WAPPEL
Notary Public
State of Louisiana
My Commission Issued for Life
LA Bar No. 26745

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On this 15 day of June, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **Steven J. Potter**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Gregory A. Mattacola
#02MA6022494
Notary Public, State of New York
Oneida County, New York
Commission Expires March 21 '19

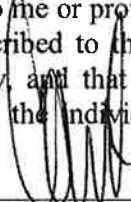


Notary Public

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On this 15th day of June, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **Steven J. DiMeo**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

CAMILIE T. KAHLER
NOTARY PUBLIC, State of New York
Appointed in Oneida County
No. 02KA4804252
Commission Expires: October 31, 2018



Notary Public

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **David C. Grow**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF LOUISIANA)
PARISH OF ORLEANS) ss.:

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **Steven J. Potter**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

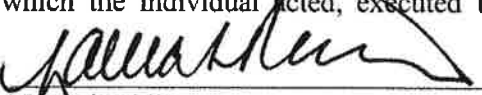
STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **Steven J. DiMeo**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ONEIDA) ss.:

On this 15th day of June, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **David C. Grow**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
LAURA S. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Reg. No. 01RU5031396
Commission Expires August 1, 2018

STATE OF LOUISIANA)
PARISH OF ORLEANS) ss.:

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE "A"

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York shown on a map entitled "Map Showing A Portion of Lands of Oneida County Industrial Development Agency Located at 153 Brooks Road in the City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 050027, dated April 09, 2010, and last revised August 26, 2010 (sometimes hereinafter referred to as the "Survey Map"), which said tract, piece or parcel of land (hereinafter sometimes referred to as the "Building 301 Parcel") is more particularly bounded and described as follows:

Beginning at the intersection of the proposed southerly street boundary of Brooks Road with the division line between the herein described Building 301 Parcel on the west and the lands of The United States of America (reputed owner) on the east; said point being South $01^{\circ} 41' 33''$ East, 26.58 feet from a disk set in concrete stamped 'AFRL-25';

thence South $01^{\circ} 41' 33''$ East along the last mentioned division line 92.77 feet to capped iron rod found, stamped 'AFRL-24' located at the intersection of said division line and the division line between the herein described Building 301 Parcel on the north and said lands of The United States of America (reputed owner) on the south;

thence South $88^{\circ} 18' 27''$ West along the last mentioned division line 38.48 feet to capped iron rod found stamped 'AFRL-23' located at the intersection of said division line and the division line between the herein described Building 301 Parcel on the west and said lands of The United States of America (reputed owner) on the east;

thence South $01^{\circ} 41' 33''$ East along the last mentioned division line 179.14 feet to a disk set in concrete stamped 'AFRL-22' located at the intersection of said division line and the division line between the herein described Building 301 Parcel on the south and said lands of The United States of America (reputed owner) on the north;

thence North $88^{\circ} 18' 27''$ East along the last mentioned division line 259.94 feet to its intersection with the proposed westerly street boundary of March Street;

thence South $01^{\circ} 41' 36''$ East along said proposed westerly street boundary of March Street 293.46 feet to a point on said proposed westerly street boundary of March Street;

thence South $88^{\circ} 24' 10''$ West through the lands of Oneida County Industrial Development Agency (reputed owner) 683.66 feet to its intersection with the proposed easterly highway boundary of "The Griffiss Veteran's Memorial Parkway", NYS Route 825;

thence North $07^{\circ} 10' 50''$ West along said proposed easterly highway boundary of "The Griffiss Veteran's Memorial Parkway", NYS Route 825, 499.93 feet to its intersection with the proposed southeasterly highway boundary of "The Griffiss Veteran's Memorial Parkway", NYS Route 825;

thence North 66° 32' 38" East along said proposed southeasterly highway boundary of "The Griffiss Veteran's Memorial Parkway", NYS Route 825, 181.13 feet to its intersection with the aforementioned southerly street boundary of Brooks Road;

thence North 88° 24' 10" East along said southerly street boundary of Brooks Road 340.91 feet to the place of beginning, being 328,144.9 ± sq. ft. or 7.533 ± acres, more or less.

TOGETHER WITH an easement (hereinafter referred to as the "Sanitary Sewer Easement") to construct, reconstruct, replace, install, repair, maintain and operate a sanitary sewer line or lines, system or systems, and all facilities and/or equipment appurtenant thereto, across, upon and under, the following parcel:

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York, more particularly bounded and described as follows:

Beginning at a point on the easterly boundary line of said Building 301 Parcel described above; said point being South 01° 41' 33" East along said easterly boundary line of said Building 301 Parcel described above 41.70 feet from a capped iron rod found, stamped 'AFRL-23';

thence through the lands of The United States of America (reputed owner) the following ten (10) courses and distances:

1. North 68° 03' 36" East, 152.04 feet to a point;
2. South 89° 53' 26" East, 53.09 feet to a point;
3. South 01° 19' 20" East, 11.94 feet to a point;
4. North 88° 34' 15" East, 29.47 feet to a point;
5. South 01° 26' 14" East, 5.63 feet to a point;
6. North 88° 34' 14" East, 8.68 feet to a point;
7. North 01° 25' 50" West, 6.18 feet to a point;
8. North 88° 33' 55" East, 18.61 feet to a point;
9. North 01° 25' 58" West, 8.71 feet to a point;
10. South 89° 23' 56" East, 17.38 feet to its intersection with the proposed westerly street boundary of March Street;

thence South 01° 41' 33" East along said proposed westerly street boundary of March Street 30.02 feet to a point on said proposed westerly street boundary of March Street;

thence through the lands of The United States of America (reputed owner) the following two (2) courses and distances:

1. North 89° 23' 56" West, 123.04 feet to a point;
2. South 68° 03' 36" West, 156.55 feet to its intersection with the aforementioned easterly boundary line of said Building 301 Parcel;

thence North 01° 41' 33" West along said easterly boundary line of said Building 301 Parcel 31.99 feet to the place of beginning, being 7,785.1 ± sq. ft. or 0.179 acre, more or less.

The location of the Sanitary Sewer Easement is shown on the Survey Map.