

GRIFFISS LOCAL DEVELOPMENT CORPORATION

to

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

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EQUIPMENT LEASE AGREEMENT

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Dated as of April 1, 2020

Oneida County Industrial Development Agency  
2020 Real Estate Lease  
(GLDC/Alion Science and Technology Facility)

THIS EQUIPMENT LEASE AGREEMENT, dated as of April 1, 2020 by and between **GRIFFISS LOCAL DEVELOPMENT CORPORATION**, a New York not-for-profit local development corporation with an address of 584 Phoenix Drive, Rome, New York 13441 (together with its successors and assigns, "GLDC") and **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").

WITNESSETH:

GLDC desires to rent to the Agency the equipment described in Exhibit A attached hereto (the "Equipment"), during the term of the Lease Agreement between the Agency and GLDC dated the date hereof (the "Lease Agreement").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Granting Clause. GLDC hereby leases to Agency the Equipment, upon the terms and conditions of this Equipment Lease Agreement.
2. Warranty of Title. GLDC warrants that it has good and lien-free title to the Equipment and forever warrants the title to the Equipment.
3. Term. The term of this Equipment Lease Agreement shall be a term commencing April 1, 2020 and terminating concurrently with the expiration or termination of the Lease Agreement (the "Lease Term"). The Lease Term shall automatically terminate upon expiration or termination of the Lease Agreement, without notice or further action by either party hereto.
4. Rent. The Agency agrees that it will pay to GLDC, for the use of the Equipment, rent of One Dollar (\$1.00) per annum.
5. Taxes. GLDC agrees to pay all taxes to be assessed on, or charges or expenses incurred with respect to, the Equipment during the Lease Term.
6. Maintenance and Insurance of Premises. GLDC shall maintain and insure the Equipment. The Agency shall not be required to maintain the Equipment or incur any costs with respect to the Equipment. All insurance or condemnation proceeds shall be distributed and governed by the Lease Agreement.
7. Lease Expiration. The parties agree that at the expiration of the Lease Term or upon termination of this Equipment Lease Agreement for any other reason, the Agency will surrender the Equipment to GLDC in the then condition of the Equipment.

8. Hold Harmless. GLDC hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency and its executive director, officers, members and employees, and their respective successors or personal representatives, harmless from and against any all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Equipment or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Equipment or as a result of a breach by GLDC of its representations or agreements contained herein or in the Lease Agreement, or (ii) liability arising from or expense incurred by the Agency's financing, equipping and leasing of the Equipment, including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or any of its respective 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; except, however, that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the indemnified party to the extent that such an indemnity would be prohibited by law.

9. Notices. All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when (i) mailed by United States registered or certified mail, postage prepaid, return receipt requested or (ii) when delivered by a commercial overnight courier that guarantees next day delivery and provides a receipt, to the Agency or GLDC, as the case may be, addressed as follows:

To the Agency:                    Oneida County Industrial Development Agency  
584 Phoenix Drive  
Rome, New York 13441  
Attn.: Chairman

With a Copy To:                Bond, Schoeneck & King, PLLC  
501 Main Street  
Utica, New York 13501  
Attn.: Linda E. Romano, Esq.

To GLDC:                         Griffiss Local Development Corporation  
584 Phoenix Drive  
Rome, New York 13441  
Attn.: Steven J. DiMeo, Authorized Representative

With a Copy To:                Saunders Kahler, L.L.P.  
185 Genesee Street, Suite 1400  
Utica, New York 13501

Attn.: Camille T. Kahler, Esq.

Or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section.

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

[signature pages follow]

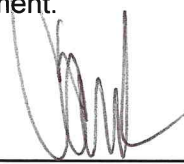
FIRST SIGNATURE PAGE OF AN EQUIPMENT LEASE AGREEMENT FROM GRIFFISS  
LOCAL DEVELOPMENT CORPORATION TO ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

GRIFFISS LOCAL DEVELOPMENT  
CORPORATION

By:   
\_\_\_\_\_  
Steven J. DiMeo  
Authorized Representative

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

On the 30 day of April 2020 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 she executed the same in her capacity,  
and that by her signature on the instrument, the individual or the person upon behalf of  
which the individual acted, executed the instrument.



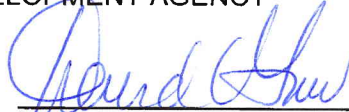
\_\_\_\_\_  
Notary Public

CAMILLE T. KAHLER  
NOTARY PUBLIC, State of New York  
Appointed in Oneida County  
No. 02KA4804252  
Commission Expires: October 31, 2020

SECOND SIGNATURE PAGE OF AN EQUIPMENT LEASE AGREEMENT FROM  
GRIFFISS LOCAL DEVELOPMENT CORPORATION TO ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

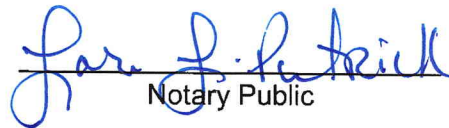
By:



David C. Grow  
Chairman

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

On the 29 day of April 2020 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 she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

LORI L. PATRICK  
Notary Public, State of New York  
No. 01PA6034055  
Qualified in Oneida County,  
My Commission Expires Dec. 6, 2021

## EXHIBIT A

### EQUIPMENT

All fixtures, building materials and items of personal property acquired, constructed and installed by GLDC and/or to be acquired, constructed and installed by GLDC in connection with the completion of the GLDC/Alion Science and Technology Corporation Facility located at 775 Daedalian Drive in the City of Rome, Oneida County, New York.