

FIRST AMENDMENT TO LEASEBACK AGREEMENT

This First Amendment to Leaseback Agreement (the "First Amendment") dated as of September 1, 2016 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 **INDIUM CORPORATION OF AMERICA**, a New York corporation having an office at 34 Robinson Road, Clinton, New York 13323 (the "Company"), and amends that certain Leaseback Agreement dated as of July 1, 2012 (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 July 20, 2012 at Instrument Number R2012-000855.

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

Recitals

A. The Agency provides financial assistance to the Company in connection with a project (the "Project") consisting of the following: (a) the acquisition of an existing 116,000± square foot manufacturing facility and construction of a 2,500± square foot addition thereto (collectively, the "Improvements") situated on a 16.7± acre parcel of land located at 5836 Success Drive, City of Rome, Oneida County, New York (the "Land"), (b) renovations to the Improvements, and (c) the acquisition and installation of equipment in the Improvements (the "Equipment"), all to be used for the purpose of developing germanium based product lines and other chemical processes (the Land, the Improvements and the Equipment referred to collectively as the "Facility"); and

B. Pursuant to the Leaseback Agreement, the Company agreed to acquire, construct, renovate and equip the Facility, as agent of the Agency, and the Agency agreed to lease the Facility to the Company for a term commencing July 1, 2012 and terminating June 30, 2023 (the "Lease Term").

C. In the Leaseback Agreement, the Company acknowledged that the Agency's financial assistance is conditioned upon the Company achieving a certain Employment Obligation (as that term is defined in the Leaseback Agreement).

D. On June 14, 2016 the Company submitted a written request to the Agency describing the reasons it has not achieved the Employment Obligation and requesting the Agency amend the conditions of financial assistance.

E. By resolution dated July 15, 2016, the Agency determined to amend the Employment Obligation.

F. The Agency and the Company now desire to amend the Leaseback Agreement to amend the definition of the Employment Obligation.

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. Section 1.2(h) of the Leaseback Agreement is hereby amended to read as follows:

“In its June 14, 2016 letter to the Agency, the Company projected that, as a result of the Project, it will employ 490 FTEs in the aggregate at all of the Company’s facilities located in Oneida County, which includes 12 FTEs at the Facility, for the duration of the Lease Term (the “Employment Obligation”).”

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 September 1, 2016.

[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

INDIUM CORPORATION OF AMERICA

By: 
Michael Mc Kenna
Vice President and CFO

STATE OF NEW YORK)

) ss.:

COUNTY OF ONEIDA)

On the 6th day of January 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 5th day of January 2017 before me, the undersigned a notary public in and for said state, personally appeared **Michael Mc Kenna**, 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

MELISSA A. LEVESQUE
Notary Public, State of New York
Appointed in Herkimer County
My Commission Expires 9-14-18