

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

and

WOODHAVEN VENTURES LLC

LEASEBACK AGREEMENT

Dated as of December 29, 2021

Oneida County Industrial Development Agency
2021 Real Estate Lease
Woodhaven Ventures LLC Facility

THIS LEASEBACK AGREEMENT (the "Leaseback Agreement"), dated as of December 29, 2021, by and between **WOODHAVEN VENTURES LLC**, a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York, with an address of 18 Division Street, Suite 401, Saratoga Springs, New York 12866 (the "Company") 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").

W I T N E S S E T H:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York (the "State"); and

WHEREAS, the Enabling Act 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, construct, reconstruct, rehabilitate, renovate, refurbish, equip, lease, maintain, sell and dispose of 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 now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial 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; and

WHEREAS, the Enabling Act further authorizes industrial development agencies to promote the economic welfare of the State's inhabitants and to actively promote, attract, encourage and develop economically sound commerce and industry through governmental action for the purpose of preventing unemployment and economic deterioration; and

WHEREAS, the Enabling Act further authorizes each such agency to lease any or all of its facilities at such rentals and on such other terms and conditions as it deems advisable; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act, Chapter 372 of the Laws of 1970 of the State of New York (hereinafter collectively, the "Act") created the Agency, which is empowered under the Act to undertake the leasing of the facility described below;

WHEREAS, the Company desires that the Agency assist in redevelopment of the former Woodhaven Park housing development, which consists of the acquisition by the Company of a 73.00± acre parcel of land located at Park Drive, City of Rome, Oneida County, New York (the "Land"); construction on the Land of a maximum of 250 single-family housing units (each a "Housing Unit") to be undertaken in five separate phases (each a "Development Area"), together with abatement and removal of existing foundations, construction of sidewalks and driveways, widening and reconstruction of roadways, construction of community buildings and amenities, and improvements to utility infrastructure to service the same (collectively, the "Infrastructure" and together with the Housing Units, the "Improvements"); and acquisition and installation of equipment in the Improvements (the

“Equipment”), all for the purpose of filling a demand for diverse and affordable housing within the community for existing employees of the Griffiss Business and Technology Park, and to enhance talent recruitment and economic development in the region (the Land, the Improvements and the Equipment are referred to collectively as the “Facility” and the construction and equipping of the Improvements in accordance with the Plans and Specifications presented to the Agency members is referred to as the “Project”); and

WHEREAS, the Company intends to finance a portion of the costs of the Project by securing a loan from Community Bank, N.A. (the “Bank”) that will be secured by mortgages in the aggregate sum of \$5,304,000.00 (collectively, the “Mortgages”), with an initial mortgage for Development Area 1 in the principal amount of \$2,500,000.00 to be secured by a Mortgage (the “Mortgage DA1”) from the Agency and the Company to the Bank; and

WHEREAS, in order to induce the Company to develop the Facility, the Agency is willing to take a leasehold interest in the Land, Improvements and Equipment constituting the Facility and lease said Land, Improvements and Equipment back to the Company pursuant to the terms and conditions contained herein; and

WHEREAS, the Company will cause to be constructed the Housing Units on the Land, and will sell and convey to individual homeowners (each a “Homeowner” and collectively, the “Homeowners”) a fee interest in Housing Units (each of such conveyances to be subject in all respects to the Lease Agreement and Leaseback Agreement and such that there shall be no merger of the fee and leasehold estates), at which time the Company will assign to each Homeowner its interest in the Leaseback Agreement with respect to the respective Housing Unit, at which time the Agency and the Homeowner will enter into a Unit Lease and Single-Family Housing PILOT Agreement (each, a “Unit Lease and PILOT”), and

WHEREAS, the Land is a portion of a larger site commonly known as the “Woodhaven-Riverwalk Site,” a previously developed housing neighborhood formerly used as military housing for the United States Air Force and was acquired by the City of Rome (the “City”) through a tax sale; and

WHEREAS, The Williams Group Real Estate Advisors, LLC and C.T. Male issued a report dated July 31, 2017 (the “Woodhaven Market Study”) to identify a range of market supportable real estate options to assist the City in developing an implementation plan to revitalize and redevelop the Woodhaven-Riverwalk Site, and

WHEREAS, the Woodhaven Market Study contains economic findings that cite a lack of available housing to service not only the existing workforce in the region but also the significant growth opportunities for job creation options, and identified the Woodhaven-Riverwalk Site as being uniquely suited to provide the needed housing support necessary to fill the demand; and

WHEREAS, using the recommendations contained in the Woodhaven Market Study, and following public meetings and a public comment period, the City released a document entitled, “Re-Think Woodhaven Revitalization Plan,” which identified goals and implementation of a master plan to revitalize and redevelop the underutilized and blighted Woodhaven site into a sustainable and attractive development, all for the purpose of

supporting economic development by adding inventory to support regional job creation (the "Woodhaven Revitalization Plan"); and

WHEREAS, the Woodhaven Revitalization Plan states that it supports and is supported by goals and strategies outlined in the Oneida County Vision Plan, the City's 2004 Comprehensive Plan, the 2011 NYS Complete Streets Act and the smart growth principles identified in the NYS Smart Growth Public Infrastructure Policy Act; and

WHEREAS, on November 26, 2018 the City in partnership with Griffiss Local Development Corporation ("GLDC") issued a Request for Expression of Interest (the "RFEI") seeking innovative solutions that would accommodate development of the redevelopment of three key areas in the City that is aligned with the community's vision, one of such key areas being the Woodhaven-Riverwalk Site; and

WHEREAS, the RFEI cited a significant and immediate need in the City for diverse, modern, market-rate housing options for current and future employees in and surrounding the City; and

WHEREAS, after reviewing all responses to the RFEI, the City determined the Project presented by the Company presented the best solution to address the goals identified in the Woodhaven Development Plan, and selected the Company as the successful RFEI respondent; and

WHEREAS, the Agency has determined that the Project will promote employment opportunities and prevent economic deterioration in the area served by the Agency by filling the demand for housing identified in the Woodhaven Revitalization Plan as supported by the Woodhaven Market Study; and

WHEREAS, the Agency has determined that providing the Facility will accomplish, in part, its public purposes; and

WHEREAS, the Company has agreed with the Agency, on behalf of the Agency and as the Agency's agent, to undertake the Project; and

WHEREAS, 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 hereinafter set forth in this Leaseback Agreement.

AGREEMENT

NOW THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby formally covenant, agree and bind themselves as follows:

Section 1.1 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 take a leasehold interest in the Facility, lease the Facility to the Company pursuant to this Leaseback Agreement and designate the Company as its agent for purposes of the Project, all for the purpose of promoting the industry, health, welfare, convenience and prosperity of the inhabitants of the State and the County of Oneida and improving their standard of living.

(c) 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 was an involved agency in the SEQRA review of this Type 1 Project. By resolution adopted on July 16, 2021, the Agency, as an involved agency, relied upon the determination of negative environmental significance issued by the City of Rome Planning Board as lead agency.

(d) 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 Bylaws, 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, Bylaws, restriction, agreement or instrument.

(e) 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.

(f) The Agency has been induced to enter into this Leaseback Agreement by the undertaking of the Company to acquire, construct, equip, maintain and repair the Facility and create or retain related jobs in Oneida County, New York.

(g) The Agency has authorized Financial Assistance for the entire Project as an inducement for the Company to undertake the Project and based on representations by the Company that, but for the Financial Assistance, the Company would not undertake the

Project. Notwithstanding the authorization, the Agency shall appoint the Company as its agent for each Development Area at a time. The Company intends to initially undertake construction of the Infrastructure and Development Area 1.

(h) The Agency hereby confirms its appointment of the Company effective July 16, 2021 as its true and lawful agent to perform the following in compliance with the terms, purposes and intent of the Agency Documents, and the Company hereby confirms its acceptance of such appointment effective as of such date: (1) to acquire, construct, install and complete the Infrastructure and Development Area 1, (2) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other Persons, and in general to do all things which may be requisite or proper, all for the acquisition, construction, installation and completion of the Infrastructure and Development Area 1, with the same powers and with the same validity as the Agency could do if acting in its own behalf, provided that the liability of the Agency thereunder shall be limited to the moneys made available therefore by the Company and advanced for such purposes by the Company pursuant to this Leaseback Agreement, (3) to pay all fees, costs and expenses incurred in the acquisition, construction, installation and completion of the Infrastructure and Development Area 1 from funds made available therefor in accordance with this Leaseback Agreement, and (4) to ask, demand, sue for, levy, recover and receive all such sums of 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 acquisition, construction, installation and completion of the Infrastructure and Development Area 1 and to enforce the provisions of any contract, agreement, obligation, bond or other performance security in connection with the same. Without limiting the generality of the foregoing, the Company's appointment as agent includes the authority to purchase, rent, lease, and otherwise use tools, machinery and equipment in connection with constructing and installing the Infrastructure and Development Area 1, to purchase, rent, lease, use and consume supplies, materials and services of every kind and description in connection with the construction and installation of the Infrastructure and Development Area 1, and to purchase, rent, lease, and use equipment, machinery and other tangible personal property (including without limitation installation costs) installed or placed in, on, under or over the Infrastructure and Development Area 1. The Company shall receive a sales tax exemption letter with respect to each Development Phase so authorized by the Agency (each letter referred to as the "Sales Tax Exemption Letter"). The Company or any user is required to utilize a Form ST-123 (a form of which is attached to the Sales Tax Exemption Letter) to obtain the sales tax exemption.

(i) Pursuant to Section 874(9) of the Act, within thirty (30) days of issuance of a Sales Tax Exemption Letter, the Agency agrees to file with the New York State Department of Taxation and Finance, on a form and in such manner as is prescribed by the New York State Commissioner of Taxation and Finance (the "Thirty-Day Sales Tax Report"), a statement identifying the Company as agent of the Agency, setting forth the taxpayer identification number of the Company, giving a brief description of the goods and/or services intended to be exempted from sales taxes as a result of such appointment as agent, indicating a rough estimate of the value of the goods and/or services to which such appointment as agent relates, indicating the date when such designation as agent became effective and indicating the date upon which such designation as agent shall cease.

(j) The Company acknowledges, pursuant to Section 875(5) of the Act, the Thirty-Day Sales Tax Report may not be utilized as the basis to make any purchase exempt from sales tax, and that use of the Thirty-Day Sales Tax Report in such manner will both (1)

subject the Company or any user to civil and criminal penalties for misuse of a copy of such statement as an exemption certificate or document or for failure to pay or collect tax as provided in the tax law and (2) be deemed to be under articles twenty-eight and thirty-seven of the New York State tax law, the issuance of a false or fraudulent exemption certificate or document with intent to evade tax.

(k) The Agency recognizes that the Company may exercise the functions of agent of the Agency pursuant to Section 1.1(g) of this Leaseback Agreement either directly or through a series of contractors, subcontractors or other third parties. In many cases, purchases made by such contractors, subcontractors or other third parties will be exempt from sales and use taxes imposed in New York State for one or more of the reasons set forth in Section 1116(a) of the Tax Law of the State of New York, as indicated in Form ST-120.1 promulgated by the New York State Department of Taxation and Finance. However, from time to time, the Company may desire (1) to appoint a contractor, subcontractor or other third party as sub-agent of the Company with respect to the Project (a "Third Party Agent"), and (2) that such Third Party Agent be recognized by the New York State Department of Taxation and Finance as a sub-agent of the Agency. In this event, the Company may request that the Agency execute a Form ST-60 (IDA Appointment of Project Operator or Agent) (a "Third Party Thirty-Day Sales Tax Report") notifying the New York State Department of Taxation and Finance that the Company has appointed a Third Party Agent to act as sub-agent of the Agency with respect to the Project. The Agency will grant such request upon receipt by the Agency from the Company of the following:

(1) a completed Third Party Thirty-Day Sales Tax Report with respect to such proposed Third Party Agent, (A) containing a statement identifying such proposed Third Party Agent as an indirect sub-agent of the Agency, (B) containing the taxpayer identification number of such proposed Third Party Agent, (C) indicating that such proposed Third Party Agent was appointed by the Company and not by the Agency, (D) containing a brief description of the goods and/or services intended to be exempted from sales taxes as a result of the appointment of such Third Party Agent as sub-agent of the Agency, (E) containing a rough estimate of the value of the goods and/or services which the Company expects such proposed Third Party Agent will purchase or rent in its capacity as sub-agent of the Agency, (E) containing the date when such designation of the proposed Third Party Agent as sub-agent of the Agency is intended to become effective, and (G) containing the date upon which such designation of the proposed Third Party Agent as sub-agent of the Agency shall cease;

(2) a certificate of insurance, complying with the requirements of Section 3.4 and Section 3.5 of this Leaseback Agreement as applicable to a sub-agent, indicating that (A) the Third Party Agent maintains insurance with respect to the Facility providing the coverage against the risks and for such amounts as are mandated by Section 3.4 of this Leaseback Agreement and (B) all policies evidencing such insurance (i) name the Third Party Agent, the Company and the Agency as insureds, as their interests may appear, and (ii) provide for at least thirty (30) days' written notice to the Third Party Agent, the Company and the Agency prior to cancellation, lapse, reduction in policy limits or material change in coverage thereof.

Upon receipt of such Third Party Thirty-Day Sales Tax Report and certificate of insurance, the Agency will execute and deliver to the Company the Third Party Thirty-Day Sales Tax Report. Upon receipt of such Third Party Thirty-Day Sales Tax Report, the

Company agrees to file the same with the New York State Department of Taxation and Finance.

Section 1.2 Representations and Covenants of 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 and each constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its respective terms.

(b) Neither the execution and delivery of any of the Company 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 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 the Articles of Organization of the Company, the Operating Agreement of the Company, 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.

(c) The providing of the Facility by the Agency and the leasing thereof by the Agency to the Company will not result in the removal of an industrial or manufacturing plant, facility or other commercial activity of the Company from one area of the State to another area of the State nor result in the abandonment of one or more commercial or manufacturing plants or facilities of the Company located within the State; and the Agency has found that, based on the Company's application, to the extent occupants are relocating from one plant or facility to another, the Project is reasonably necessary to discourage the Project occupants from removing such other plant or facility to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries.

(d) The Facility and the design, construction, 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 attorneys' fees, resulting from any failure of the Company to comply with the provisions of this subsection (d).

(e) The Company has caused to be transferred to the Agency a leasehold interest in all those properties and assets contemplated by this Leaseback Agreement and all documents related hereto, and has not transferred to the Agency any properties and assets not contemplated by this Leaseback Agreement.

(f) There is no action, litigation, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending, or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would in any way diminish or adversely impact on the Company's ability to fulfill its obligations under this Leaseback Agreement or any of Company Documents or the transactions contemplated therein.

(g) The Company covenants that the Facility will comply in all respects with all Environmental Laws (as such term is defined in the Environmental Compliance and Indemnification Agreement of even date herewith) and, except in compliance with Environmental Laws, (i) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist on the Facility except in compliance with all material applicable laws, (ii) the Company will take all commercially reasonable and prudent steps to prevent an unlawful release of hazardous substances onto the Facility or onto any other property, (iii) that no asbestos will be incorporated into or disposed of on the Facility, (iv) that no underground storage tanks will be located on the Facility, and (v) that, to the Company's knowledge, no investigation, order, agreement, notice, demand or settlement with respect to any of the above is threatened, anticipated or in existence. The Company upon receiving any information or notice contrary to the representations contained in this Section shall promptly notify the Agency in writing with full details regarding the same. The Company hereby releases the Agency from liability with respect to, and agrees to defend, indemnify, and hold harmless the Agency, its executive director, directors, members, officers, employees, agents (except the Company), representatives, successors and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties and expenses (including reasonable attorneys' fees) related in any way to any violation of the covenants or failure to be accurate of the representations contained in this Section. In the event the Agency in its reasonable discretion deems it necessary to perform due diligence with respect to any of the above, or to have an environmental audit performed with respect to the Facility, the Company agrees to pay the expenses of same to the Agency upon demand, and agrees that upon failure to do so, its obligation for such expense shall be deemed to be additional rent.

(h) In its Application for Financial Assistance dated May 13, 2021, the Company projected that, as a result of the Project, it would construct and equip the Project as described in the Application and specifically included (a) a projection of the number of Housing Units to be constructed during, and the length of time it would take to complete, each Development Area and (b) a schedule entitled, "Overall Project Budgets & Requests by Development Area," which projections the Agency used to determine the Financial Assistance the Project is entitled to receive (collectively, the "Project Obligation"). The Company acknowledges that the financial assistance granted by the Agency in connection with the Facility is conditioned upon the Company achieving the Project Obligation and completing the Project as described in the Application.

ARTICLE II

DEMISING CLAUSES AND RENTAL PROVISIONS

Section 2.1 Agreement to Convey to Agency.

The Company has conveyed to the Agency a leasehold interest in real property, including any buildings, structures or improvements constructed or to be constructed thereon, described in Exhibit A attached hereto and the Company has or will convey all of the interest in the Equipment described in Exhibit B. The Company agrees that the Agency's interest in the Facility resulting from said conveyances will be sufficient for the purposes intended by this Leaseback Agreement and agrees that it will defend, indemnify and hold the Agency harmless from any expense or liability arising out of a defect in title or a lien adversely affecting the Facility and will pay all reasonable expenses incurred by the Agency in defending any action with respect to title to or a lien affecting the Facility.

Section 2.2 Construction and Equipping of the Facility.

(a) The Company, as agent for the Agency, will undertake the Project, beginning with the Infrastructure and Development Area 1. The Company hereby covenants and agrees to annually file with the Department of Taxation and Finance the statement required by General Municipal Law Section 874(8) concerning the value of sales tax exemptions claimed.

(b) At such time the Company has determined which Development Area will be undertaken next, the Company will provide written notice to the Agency, which notice will provide a summary of the Project that has been completed to date, certify the project cost and sales tax exemption required to construct the next Development Area to be undertaken, provide current market data, and request the Agency appoint the Company as its agent to undertake the next Development Area. The Agency shall take all official action necessary to appoint the Company as its agent to undertake the next Development Area, so long as the Agency has determined (i) that the Company is achieving the Project Obligation, (ii) the Company is not in default of any provisions of the Agency Documents, (iii) the value of the sales tax exemption does not exceed the estimates contained in the Authorizing Resolution and (iv) the Company has paid to the Agency the installment payment for the administrative fee due pursuant to Section 2.6(d) herein.

Section 2.3 Demise of Facility.

The Agency hereby demises and leases the Facility to the Company and the Company hereby rents and leases the Facility from the Agency upon the terms and conditions of this Leaseback Agreement.

Section 2.4 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. The Agency may but shall not be obligated to 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 Agency deems reasonably necessary, at the Company's expense.

Section 2.5 Duration of Lease Term; Quiet Enjoyment.

(a) The Agency shall deliver to the Company sole and exclusive possession of the Facility (subject to Sections 5.3 and 7.1 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 7.1 hereof, the leasehold estate created hereby shall terminate at 11:59 p.m. on June 30, 2042 or on such earlier date as may be permitted by (i) Section 8.1 hereof or (ii) the results of the Agency's Annual Project Review as described in the Project Completion and Recapture Agreement.

(c) The period commencing on the date described in Section 2.5(a) herein through the date described in Section 2.5(b) herein shall be herein defined as the Lease Term.

(d) Except as provided in Sections 5.3 and 7.1 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 2.6 Rents and Other Amounts Payable.

(a) The Company shall pay basic rent for the Facility as follows: Seven Hundred Fifty Dollars (\$750.00) per year commencing on the Closing Date and on the first Business Day of each and every January thereafter during the Lease Term.

(b) In addition to the payments of rent pursuant to Section 2.6(a) hereof, throughout the Lease Term, the Company shall pay to the Agency as additional rent, within ten (10) days of receipt of demand therefore, the reasonable 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 2.6, 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 2.6(a) or 2.6(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, 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.

(d) Based upon the projections in the Company's Application, the transaction fee payable by the Company for the Project is estimated at \$313,536 which will be payable in installments as follows (such payments to be adjusted based on certification by the Company to the Project costs at the time of each Development Area Review):

DA 1/Infrastructure	\$57,755	Payable on Closing Date
DA 2	51,053	Payable at issuance of agency appointment letter
DA 3	56,370	Payable at issuance of agency appointment letter
DA 4	80,395	Payable at issuance of agency appointment letter
DA 5	69,963	Payable at issuance of agency appointment letter

Section 2.7 Obligations of Company Hereunder Unconditional. The obligations of the Company to make the payments required in Section 2.6 hereof, and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be general obligations 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 2.7 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 5.2 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 2.8 Special Obligation.

(a) The obligations of the Agency under the Agency 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 Facility, any sale or other disposition of the Equipment and as otherwise provided in the Authorizing Resolution, the Lease Agreement, this Leaseback Agreement, the Master PILOT Agreement and the Unit Lease and PILOT Agreements. Neither the members, officers, agents (except the Company) or employees of the Agency, nor any person executing the Agency Documents, shall be liable personally or be subject to any personal liability or accountability by reason of the leasing, construction, construction, equipping or operation of the Facility.

The obligations of the Agency under the Agency 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, Oneida County) shall be liable thereon.

(b) All payments made by the Agency or on behalf of the Company or the Homeowners pursuant to the Agency Documents shall, to the extent of the sum or sums so paid, satisfy and discharge the liability of the Agency for moneys payable pursuant to the Agency Documents.

ARTICLE III

MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE

Section 3.1 Maintenance and Modifications of Facility by Company.

(a) The Company shall not abandon the Facility or cause or permit any waste to the Improvements. During the Lease Term, except as provided in Section 6.2, 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) With the written consent of the Agency, which shall not be unreasonably conditioned, delayed, or withheld, the Company at its own expense from time to time may make any structural additions, modifications or improvements to the Facility or any part thereof, 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; provided, however, the Company shall not be qualified for a sales and use tax exemption when making said additions, modifications or improvements except to the extent (i) the Company is acting as agent for the Agency under an Agent Agreement between the Agency and the Company that contemplates said additions, modifications or improvements or (ii) as otherwise provided by law. 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 3.2 Installation of Additional Equipment.

The Company or any permitted sublessee of the Company (including without limitation the Homeowners) 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 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; or (iii) if any such removal results in the Facility to not constitute a "Project" as such term is defined in the Act.

Section 3.3 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 may be added thereto or becomes 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 any time 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 thereof 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 Master 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, at its own expense and in its own name and on behalf of or in the name of the Agency but with notice to the Agency, 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 the Agency 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 or PILOT Payment.

Section 3.4 Insurance Required.

At all times throughout the Lease Term, including, when indicated herein, during the Construction Period, the Company shall, at its sole cost and expense, maintain or cause to be maintained (and cause any sublessee to maintain,

where appropriate) insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best. Company shall pay, as the same become due and payable, all premiums with respect thereto, including, but not necessarily limited to:

(a) **Property Insurance:** Insurance against loss or damage by fire, lightning and other casualties customarily insured against in an all risk policy with special form perils, 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 & Employers Liability Insurance** and **Disability Benefits Insurance** and each other form of insurance that 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. Statutory New York limits shall apply to these policies. 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) **General Liability 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 5.2 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 per occurrence and \$2,000,000 annual aggregate. Such insurance 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. **Comprehensive Automobile Liability Insurance** including all owned, non-owned and hired autos with a limit of liability of not less than \$1,000,000 (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, and **Umbrella Liability Insurance** of not less than \$10,000,000 per occurrence during the Construction Period and not less than \$5,000,000 per occurrence after the Completion Date.

(d) During the Construction Period (and for at least two years thereafter in the case of Products and Completed Operations as set forth below), the Company shall cause the general contractor to carry liability insurance of the type and providing the minimum limits set forth below:

(i) Workers' compensation & employer's liability and disability benefits insurance both with statutory limits in accordance with applicable law.

(ii) Comprehensive general liability providing coverage for:

Premises and Operations
Products and Completed Operations
Contractual Liability
Personal Injury Liability
Broad Form Property Damage
(including completed operations)
Explosion Hazard
Collapse Hazard
Underground Property Damage Hazard

Such insurance shall have a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The annual aggregate shall apply per Development Area. The contractor's general liability policy shall include coverage for the contractor and any of the additional insureds for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.

The Contractor's General Liability policy shall not contain any "Labor Law" exclusions or any similar exclusions which exclude bodily injury to an employee of the insured or an employee of a contractor hired by the insured if it occurs in the course of employment.

The Contractor's General Liability policy shall include coverage for the Contractor and any of the additional insured's for any operations performed on residential projects including single or multi-family housing, residential condominiums, residential apartments and assisted living facilities.

(iii) Comprehensive auto liability, including all owned, non-owned and hired autos, with a limit of liability of not less than \$1,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage).

(iv) Umbrella Liability with limits of \$10,000,000 per occurrence and \$10,000,000 annual aggregate.

(e) A policy or policies of flood insurance in 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 3.5 Additional Provisions Respecting Insurance.

(a) All insurance required by Section 3.4 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 3.4 hereof shall provide for at least thirty (30) day's prior written notice of the restriction, cancellation or modification thereof to the Agency.

The policies evidencing the insurance required by Section 3.4(c) hereof shall name the Agency as additional insured on a primary & non-contributory basis. All policies evidencing the insurance required by Sections 3.4(d)(ii) (iii) and (iv) shall name the Agency and Company as additional insured on a primary and non-contributory basis for the ongoing construction phase and for two years following completion during the completed operations phase. The policies under Section 3.4 (a) shall contain appropriate waivers of subrogation. The policies under Section 3.4 (b),(c),(d) shall contain waivers of subrogation in favor of the Agency and Company.

(b) All policies or certificates (or binders) of insurance required by Sections 3.4 hereof shall be submitted to the Agency on or before the Closing Date. Attached to the certificate of insurance shall be a copy of the additional insured endorsement from the Company's General Liability policy. 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 3.4 hereof and complying with the additional requirements of Section 3.5(a) hereof. Prior to the expiration of each such policy, the Company shall furnish the Agency 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.

Agency shall be named as additional insured as follows:

Oneida County Industrial Development Agency, ISAOA
584 Phoenix Drive
Rome, New York 13441

(c) The Company acknowledges that, as a condition of the Agency entering into each Unit Lease and PILOT, the Agency will require each Homeowner, at its sole cost and expense, to maintain insurance in the forms and limits as described in the Unit Lease and PILOT. The Company shall disclose to each Homeowner prior to the purchase and sale of each Unit the Agency's insurance requirements :

Insurance Requirements for Homeowners:

At all times throughout the term of this Agreement the Homeowner shall, at its sole cost and expense, maintain or cause to be maintained (and cause the Tenants to maintain, where appropriate) insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.

Homeowners Insurance:

(a) Property Insurance coverage under an HO-5 or at minimum HO-3, against loss or damage by fire, lightning and other casualties customarily insured against for the building in an all risk policy with special form perils. Such

insurance to be in an amount not less than the full replacement value of the building.

- (b) Personal Liability coverage for bodily injury or property damage to others arising from an occurrence on your premises. Coverage Limit of \$500,000 minimum.

Personal Umbrella Liability:

- (c) If the Homeowner or residents of the property have pets on the premises or will be having recreational equipment such as swings, trampolines, etc. on the premises or pools on the premises, a Personal Umbrella Liability policy at minimum limits of \$1,000,000 is required.

Waiver of Subrogation:

The Homeowner waives all rights against the Agency and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Personal Liability, Personal Umbrella Liability or Property Insurance maintained per requirements stated above.

Proof of Insurance:

The Homeowner will provide annually to the Agency a copy of the declaration page for each of the above required insurance policies. In addition, the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled, restricted or allowed to expire until at least 30 days prior written notice has been given to the Agency.

Section 3.6 Application of Proceeds of Insurance. The proceeds of the insurance carried pursuant to the provisions of Section 3.4 hereof shall be applied as set forth in the Mortgages, and in any event shall continue to protect the Agency from any liability whatsoever. Once the Mortgages have been released, the proceeds shall be applied as follows: (i) the proceeds of the insurance required by Sections 3.4(a) and (e) hereof shall be applied as provided in Section 4.1 hereof, and (ii) the proceeds of the insurance required by Sections 3.4(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 3.7 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 Master PILOT Agreement, assessment or other governmental charge required to be paid by Section 3.3 hereof, (ii) to maintain any insurance required to be maintained by Section 3.4 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 5.7(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-tax pursuant to the Master 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 3.7, if, because of the Company's failure to make payments as described in this Section 3.7, 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 legal fees and disbursements), together with interest thereon from the date of payment of such amount, expense or cost by the Agency at one percent above the prime rate as established by Bank of America, but in no event more than to the extent permitted by law.

ARTICLE IV

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 4.1 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 proceeds derived from the insurance shall be paid to the Company, except as otherwise provided in Section 8.1 and subsection (d) hereof.

(b) Any replacements, repairs, rebuilding, restorations or relocations of the Facility by the Company after the occurrence of such damages 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.

(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 8.1 hereof such proceeds shall be applied to the payment of the amounts required to be paid by Section 8.2 hereof. If an Event of Default hereunder shall have occurred and the Agency shall have exercised its remedies under Section 7.2 hereof such proceeds shall be applied to the payment of the amounts required to be paid by Section 7.2 and Section 7.4 hereof.

Section 4.2 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 proceeds derived therefrom 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 proceeds derived therefrom shall be paid to the Company except as otherwise provided in Section 8.1 and subsection (d) hereof.

(b) Any replacements, repairs, rebuilding, restorations, relocations of the Facility by the Company after the occurrence of such Condemnation or acquisitions 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.

(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 8.1 hereof such proceeds shall be applied to the Payment of the amounts required to be paid by Section 8.2 hereof. If any Event of Default hereunder shall have occurred and the Agency shall have exercised its remedies under Section 7.2 hereof such proceeds shall be applied to the payment of the amounts required to be paid by Section 7.2 and Section 7.4 hereof.

Section 4.3 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.

ARTICLE V

SPECIAL COVENANTS

Section 5.1 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 5.2 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 agree 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 financing, acquiring, constructing, equipping, owning and leasing of 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, 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.

(b) Notwithstanding any other provisions of this Leaseback Agreement, the obligations of the Company pursuant to this Section 5.2 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 5.3 Right to Inspect Facility.

The Agency and the duly authorized agents of the Agency, after reasonable advanced written notice to the Company, shall have the right at all reasonable times to inspect the Facility. The Agency shall honor and comply with any restricted access policy of the Company relating to the Facility.

Section 5.4 Company to Maintain Its Existence.

The Company agrees that during the Lease Term it will maintain its existence, will not dissolve, liquidate or otherwise dispose of substantially all of its assets and will not consolidate with or merge into another corporation or permit one or more corporations to consolidate with or merge into it, except as otherwise provided for in the Leaseback Agreement.

Section 5.5 Qualification in State.

The Company throughout the Lease Term shall continue to be duly authorized to do business in the State.

Section 5.6 Agreement to File Annual Statements and Provide Information.

(a) 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 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 as a result of the Financial Assistance, by Sublessee, by category, including full time equivalent independent contractors or employees of independent contractors that work at the Project location, (ii) indicating that the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created 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 and (iii) certifying the Project continues to meet its stated goals. If the Company does not provide said annual certified statement to the Agency by the stated due date, a \$500.00 late fee will be charged to the Company for each thirty (30) day period the report is late beyond the due date, up until the time the report is submitted. 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 necessary to enable the Agency to make any report required by law, governmental regulation or any of the Agency Documents.

(b) In addition to the annual report required in Section 5.6(a), the Agency and the Company agree to perform an annual review of the Project during the Agency's regular board meeting held in May during each year this Leaseback Agreement is in force and effect. The Company shall provide annually to the Agency, no later than April 15, a written update on the Project including but not limited to confirming the accuracy of, or updating, the Project Obligation described in Section 1.2(h) herein, and any additional information the Agency deems necessary to perform its review. While it is anticipated that such review will occur in May, the Agency and the Company may mutually agree to change the date of the review, in which case the Company will submit the required information not less than thirty (30) days in advance of the review.

(c) The Agency and the Company further agree to periodically, but not later than May 2026, review the Project for the purpose of determining whether modification of the Financial Assistance is necessary to ensure the Project is able to reach its stated goals. The Company shall submit to the Agency, no later than 30 days in advance of such review, updated Project information as well as information pertaining to the salability of new construction product (to the Project goal of 250 homes), including but not limited to market data, inflation, interest rates, employment availability, mortgage availability, and any additional information the Agency deems necessary to perform its review. The Agency shall have sole discretion in making such determination but may not diminish the total benefit awarded by the Agency under the PILOT unless an Event of Default exists which remains uncured after the Agency provides the requisite notice and after the expiration of the applicable cure period.

(d) The Company agrees to provide to the Agency the information described in Section 1.1(g) of this Leaseback Agreement relating to the issuance of subsequent Sales Tax Exemption Letters for each Development Area.

Section 5.7 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 5.8 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, 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.

(b) The Company shall construct, equip, use, operate and manage the Facility, in accordance with all applicable Environmental Laws and Environmental Permits (as such terms are defined in the Environmental Compliance and Indemnification Agreement), and shall cause all operators, tenants, subtenants, licensees and occupants of the Facility to construct, equip, use, operate and manage the Facility in accordance with any applicable Environmental Laws and Environmental Permits, and shall not cause, 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 permit any change to be made in the present or intended construction, 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 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 such 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 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 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 (as such terms are defined in the Environmental Compliance and Indemnification Agreement) 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, cleanup 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, "Hazardous Substances" 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. 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 experts' fees, expenses and disbursements, and 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, its officers, members, employees, agents (except the Company), representatives, contractors and

subcontractors relating to, resulting from or arising out of (i) the environmental conditions at or on the vicinity of the Facility, (ii) the acquisition, construction, 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, (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 acquisition, 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 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 best 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 5.8, 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 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 reasonable consultant fees, investigation and laboratory fees, court costs, and litigation expenses, shall be paid by the Company.

Section 5.9 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 5.10 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 5.11 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 following link may be used to post jobs with NYSDOL:

<https://labor.ny.gov/businessservices/services/perm.shtm>. The following link may be used to determine the local administrative entity: <https://labor.ny.gov/career-center-locator/>. 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 5.12 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 VI

RELEASE OF CERTAIN LAND; ASSIGNMENTS AND SUBLEASING; PLEDGE OF INTERESTS; CONVEYANCES TO HOMEOWNERS

Section 6.1 Restriction on Sale of Facility; Release of Certain Land.

(a) Except as otherwise specifically provided in this Article VI and in Article VII 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) 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 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 and convey such title thereto or interest therein to the Company or such other Person as the Company may designate.

(c) No conveyance of any part of, or interest in the Land affected under the provisions of this Section 6.1 shall entitle the Company to any abatement or diminution of the rents payable by it under this Leaseback Agreement.

Section 6.2 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 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 counsel fees) incurred in transferring title to any item of Equipment removed pursuant to this Section 6.2.

(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 6.3 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, which consent will not be unreasonably withheld, conditioned, or delayed, except to the Homeowners in the normal course of business. A transfer in excess of 50% of the equity voting interests of the Company shall be deemed an assignment and require the prior written consent of the Agency. 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) any sublease agreement shall contain the standard provisions required by the Agency, receipt of which is hereby acknowledged by the Company; and

(vi) the Facility shall continue to constitute a "project" as such quoted term is defined in the Act.

(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 6.3, the Company at its cost shall furnish the Agency, with an opinion, in form and substance satisfactory to the Agency, (i) of Transaction Counsel as to item (v) above, and (ii) of Independent Counsel as to item (iv) above.

Section 6.4 Pledge of Agency's Interests to Bank.

(a) The Agency is being requested to mortgage, pledge and assign its rights to and interest in this Leaseback Agreement and in all amounts payable by the Company pursuant to Section 2.3 hereof and all other provisions of this Leaseback Agreement (other than Unassigned Rights), to the Bank. The Agency and the Company consent to such mortgage, pledge and assignment. Notwithstanding the foregoing, all indemnities herein contained shall subsequent to such pledge and assignment continue to run to the Agency for its benefit.

(b) The Agency may be requested to further mortgage, pledge and assign its rights to and interest in this Leaseback Agreement and in all amounts payable by the Company pursuant to Section 2.3 hereof and all other provisions of this Leaseback Agreement (other than Unassigned Rights), to a lending institution. Neither the Company nor the Agency shall unreasonably withhold its consent to such mortgage, pledge and assignment. Notwithstanding the foregoing, all indemnities herein contained shall subsequent to such pledge and assignment continue to run to the Agency for its benefit.

Section 6.5 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 6.6(a) hereof. The Agency promptly shall furnish such additional information with respect to any such transaction as the Company may reasonably request.

Section 6.6 Conveyances to Homeowners.

(a) It is the intention of the parties that the Company shall sell and convey Housing Units to Homeowners from time to time during the term of this Leaseback Agreement, subject in all respects to the Lease Agreement and this Leaseback Agreement such that the Agency's interest in the Facility is not interrupted. All such conveyances from the Company to Homeowners (and subsequent conveyances by Homeowners to future Homeowners) during the Lease Term must incorporate the following language in order to preserve the Agency's interest in the Housing Unit and the validity of the Single-Family Lease and PILOT Agreements:

"This conveyance is subject to (a) that certain Lease Agreement between the party of the first part, as Lessor and the Oneida County Industrial Development Agency (the "Agency"), as Lessee, dated as of December 29, 2021 (the "Lease Agreement"), a Memorandum of which was recorded on December __, 2021 in the Oneida County Clerk's Office as Instrument No. R2021-xxxxxx and (b) that certain Leaseback Agreement between the Agency, as Lessor and the party of the first part, as Lessee, dated as of December 29, 2021 (the "Leaseback Agreement"), a Memorandum of which was recorded on December __, 2021 in the Oneida County Clerk's Office as Instrument No. R2021-xxxxxx.

It is the intention of the parties hereto that the aforesaid Lease Agreement and Leaseback Agreement (insofar as each covers the above-described premises) shall not merge in the fee title of said premises hereby conveyed and that said Lease Agreement and Leaseback Agreement shall continue to be and remain valid and subsisting leases covering the above-described premises until the earlier of (a) the expiration date of the term of such Lease Agreement and Leaseback Agreement (as the same may be extended), (b) the date that the parties to such Lease Agreement and

Leaseback Agreement agree, in writing, to release the above-described premises from the operation of such Lease Agreement and Leaseback Agreement or (c) the date on which the parties to such Lease Agreement and Leaseback Agreement consent, in writing, to the merger thereof (insofar as each covers the above-described premises) with the fee title to the above-described premises.”

The Company acknowledges it is the obligation of the Company to ensure that (i) any and all conveyances from the Company to each Homeowner contain such language and (ii) the Homeowner is aware that any subsequent conveyances to future Homeowners contain such language, and failure to do so may result in the termination of the Agency’s interest in the Housing Unit and the invalidity of the Unit Lease and PILOT Agreement.

(b) Within ten (10) Business Days after the conveyance of a Housing Unit to a Homeowner, the Company will notify the Agency in writing of said conveyance and submit to the Agency a Unit Lease and PILOT Agreement between the Agency and the Homeowner with respect to the Housing Unit. Each Unit Lease and PILOT Agreement will be in substantially the form of Exhibit C attached to this Leaseback Agreement. Unless an Event of Default has occurred and is continuing, the Agency will execute and deliver the Unit Lease and PILOT Agreement and return it to the Company within ten (10) Business Days after its receipt by the Agency.

(c) Upon execution by the Agency of a Unit Lease and PILOT Agreement, this Leaseback Agreement will be deemed to have been modified to exclude the Housing Unit that is the subject of the Unit Lease and PILOT Agreement from the description of the Facility subject to this Leaseback Agreement. At the written request of the Company, the Agency will execute and deliver a document to either modify or release the description of the Facility to exclude any Housing Units from the description of the Facility.

(d) Each Unit Lease and PILOT Agreement will commence on execution and will terminate on June 30, 2042, unless sooner terminated under the terms of the Unit Lease and PILOT Agreement.

(e) No conveyance to Homeowners under the provisions of this Section 6.6 shall entitle the Company to any abatement or diminution of the rents payable by it under this Leaseback Agreement.

ARTICLE VII

EVENTS OF DEFAULTS AND REMEDIES

Section 7.1 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 2.6(a) and (b)

hereof and upon failure to cure such default within five (5) days after receipt of notice as herein provided;

(ii) the failure by the Company to observe and perform any covenant contained in Sections 5.6 and 6.3 hereof;

(iii) any representation or warranty of the Company herein or in any of the Company's 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 their part to be observed or performed (except obligations referred to in 7.1(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; if the default pursuant to such paragraph cannot reasonably be cured within such thirty (30) day period, the Company will not be in default as long as the Company commences to cure such default within the thirty (30) day period and diligently pursues the cure to completion within a reasonable amount of time;

(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 the Property or for the purpose of general administration of the Property for the benefit of creditors;

(vi) the failure of the Company to make payments under the Master PILOT Agreement when due, which continue after the giving of requisite notice and the expiration of applicable cure periods;

(vii) a breach of any covenant or representation contained in Section 5.8 hereof with respect to environmental matters; or

(viii) failure to maintain insurance as provided for in Section 3.4 and Section 3.5 herein.

(b) Notwithstanding the provisions of Section 7.1(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 2.2 and 3.1 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, any civil or military authority, insurrections, riots, epidemics, pandemics, 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 7.2 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 2.6(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 7.1(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 the leasehold interest in the Facility and terminate the Master PILOT Agreement. The Agency shall have the right to execute an appropriate termination of leaseback agreement 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 termination of leaseback agreement. 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) maintain the leasehold interest in the Facility and terminate the Master PILOT Agreement, if the Agency, in its sole discretion, determines that maintaining such leasehold interest is necessary to preserve the validity of the Unit Lease and PILOT Agreements;

(iv) exercise any remedy afforded the Agency under the Recapture Agreement;

(v) 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 7.2 shall relieve the Company from its obligation to make all payments required hereunder.

(c) Notwithstanding the foregoing, no action against the Company taken pursuant to this Section 7.2, including but not limited to termination of the Leaseback Agreement, shall impact any Unit Lease and PILOT Agreement entered into between the Agency and a Homeowner prior to the exercise of remedies hereunder, so long as no Event of Default exists under said Unit Lease and PILOT Agreement.

Section 7.3 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 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 VII, it shall not be necessary to give any notice, other than such notice as may be herein expressly required in this Leaseback Agreement.

Section 7.4 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 7.5 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 7.6 Recapture.

The financial assistance granted by the Agency and the lease of the Facility are subject to a Project Completion and Recapture Agreement dated as of December 29, 2021 (the "Recapture Agreement"), which is incorporated herein by reference.

ARTICLE VIII

EARLY TERMINATION OF LEASEBACK AGREEMENT;
OPTION IN FAVOR OF COMPANY

Section 8.1 Early Termination of Leaseback Agreement.

(a) 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 do so pursuant to this Section and the date upon which such payments required by Section 8.2 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 8.2 hereof. The Company acknowledges that exercising its option to terminate pursuant to this Section may constitute an Event of Default under the Recapture Agreement.

(b) The Agency shall have the option at any time to terminate this Leaseback Agreement and to demand immediate payment in full of the rental reserved and unpaid as described in Section 2.6 hereof upon written notice to the Company of (i) the occurrence of an Event of Default hereunder and failure to cure within the prescribed period or (ii) as determined by an Annual Project Review as described in the Recapture Agreement or (iii) upon the invalidity, illegality or unenforceability of the Master PILOT Agreement. Notwithstanding the foregoing, the Agency shall not take any action pursuant to this Section 8.1(b) that will impact any Unit Lease and PILOT Agreement entered into between the Agency and a Homeowner prior to the exercise of remedies hereunder, so long as no Event of Default exists under said Unit Lease and PILOT Agreement.

Section 8.2 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 8.1 hereof, the Company shall make the following payments:

(a) To the Agency or the Taxing Authorities (as such term is defined in the Master PILOT Agreement), as appropriate pursuant to the terms of the Master PILOT Agreement: all amounts due and payable under the Master PILOT Agreement as of the date

of the conveyance described in Section 8.3 hereof, including all amounts due and payable resulting from a default under the Recapture Agreement, if any.

(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 8.3 Obligation to Terminate Leasehold Interest. Upon termination or expiration of the Lease Term, in accordance with Sections 2.5 or 8.1 hereof, the Lease Agreement and Leaseback Agreement shall terminate. The Agency shall have the right to execute an appropriate termination or terminations 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 termination or terminations. 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.

Section 8.4 Conveyance on Termination.

Upon termination pursuant to Section 8.3 hereof, the Agency shall 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 Agency's leasehold interest pursuant to this Article VIII, all Agency Documents shall terminate.

ARTICLE IX

MISCELLANEOUS

Section 9.1 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 the Company, as the case may be, addressed as follows:

To the Agency: Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441-4105

Attn.: Chairman

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

To the Company: Woodhaven Ventures LLC
18 Division Street, Suite 401
Saratoga Springs, New York 12866
Attn.: Alfio Bonacio, Jr., Manager

With a Copy To: Coreno Law Offices
63 Putnam Street, Suite 202
Saratoga Springs, New York 12866
Attn.: Libby Coreno, Esq.

To the Bank: Community Bank, National Association
8 Southwoods Boulevard, Suite 201
Albany, New York 12211
Attention: Commercial Lending

With a Copy to: Lemery Greisler LLC
60 Railroad Place, Suite 502
Saratoga Springs, New York 12866
Attention: James A. Carminucci, 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. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

Section 9.2 Binding Effect.

This Leaseback Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

Section 9.3 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 9.4 Amendments, Changes and Modifications.

This Leaseback Agreement may not be amended, changed, modified, altered or terminated except in a writing executed by the parties hereto.

Section 9.5 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 9.6 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 9.7 List of Additional Equipment; Further Assurances.

(a) Upon the Completion Date with respect to the Facility and the installation of all of the Equipment therein, the Company shall prepare and deliver to the Agency a schedule listing all of the Equipment not previously described in this Leaseback Agreement. If requested by the Agency, the Company shall thereafter furnish to the Agency within sixty (60) days after the end of each calendar year, a schedule listing all of the Equipment not theretofore previously described herein or in the aforesaid schedule.

(b) The Agency and the Company shall execute and deliver all instruments and shall furnish all information necessary or appropriate to perfect or protect any security interest created or contemplated by this Leaseback Agreement.

Section 9.8 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 9.9 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.

Section 9.10 No Broker.

Agency and Company represent and warrant to the other that neither Agency nor Company has dealt with any broker or finder entitled to any commission, fee, or other compensation by reason of the execution of this Leaseback Agreement, and each party agrees to indemnify and hold the other harmless from any charge, liability or expense (including attorneys' fees) the other may suffer, sustain, or incur with respect to any claim for a commission, fee or other compensation by a broker or finder claiming by, through or under the other party.

Section 9.11 Recording and Filing.

This Leaseback Agreement or a memorandum thereof, shall be recorded or filed, as the case may be, in the Office of the Clerk of Oneida County, New York, or in such other office as may at the time be provided by law as the property place for the recordation or filing thereof.

Section 9.12 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.

Section 9.13 Subordination to Mortgages. This Leaseback Agreement and the rights of the Company and the Agency hereunder (other than with respect to the Unassigned Rights) are subject and subordinate to the Liens of the Mortgages and all extensions, renewals or amendments thereof. The subordination of this Leaseback Agreement to the Mortgages shall be automatic, without execution of any further subordination agreement by the Company or the Agency. Nonetheless, if the Bank requires a further written subordination agreement, the Company and the Agency hereby agree to execute, acknowledge and deliver the same.

Section 9.14 Rights of Bank.

(a) Bank 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 Bank, upon the condition that all rights acquired by Bank 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 Bank, 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. If the Agency is required by law to amend this Leaseback Agreement and Lenders fail to consent to the same, the Agency shall have the option to terminate this Leaseback Agreement.

(c) If the Agency serves a notice of default upon the Company, it shall also serve a copy of such notice upon Bank 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 Bank 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 Bank 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 Bank as if same had been done by the Company. The Agency in its sole discretion will determine whether such action by the Bank amounts to a cure.

(e) Except where Bank 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 Bank, and if the Bank or its nominee or designee succeeds to the interest of the Company in the Project, all of the obligations and liabilities of the Bank 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 Bank; provided however, that the Bank or its nominee or designee shall pay all delinquent PILOT Payments, if any, prior to said assignment.

(f) 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 Bank 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 Bank 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.

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

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: David C. Grow
David C. Grow
Chairman

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

On the 15th day of December 2021 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.


Laura S. Ruberto
Notary Public



SECOND SIGNATURE PAGE OF LEASEBACK AGREEMENT FROM
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY TO
WOODHAVEN VENTURES LLC

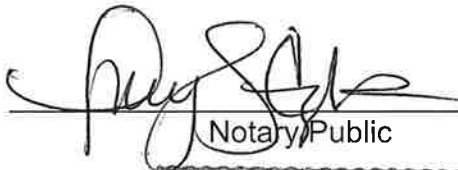
WOODHAVEN VENTURES LLC, by its
managing member, Woodhaven Partners, LLC

By: _____



Alfio Bonacio, Jr.
Managing Member

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

On the 27th day of December 2021 before me, the undersigned a notary public in and for said state, personally appeared **Alfio Bonacio, Jr.**, 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

	TRACY J CZUB Registration #01CZ6385994 Qualified in Saratoga County My Commission Expires January 22, 2023
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Schedule A

Lot 2

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida, State of New York, being known as Lot 2 as shown the "Subdivision, Conveyance and Roadway Dedication Map for the lands now or formerly of City of Rome, N.Y. into Lots 1A-C & 2-5 of the Woodhaven/Floyd Ave Development Subdivision" prepared by C.T. Male Associates, D.P.C. dated July 2, 2021 and last revised December 1, 2021 and being more particularly bounded and described as follows:

Beginning at a point marked by the intersection of the southernmost point in the northwesterly line of the proposed (80' wide) Park Drive, coursed at N. 40 deg. 29' 13" E., (which said proposed roadway corridor was formerly known and designated as Parcel 294-E in a description recorded in Book 1626 of Deeds at page 573 as set forth in the land records of the Oneida County Clerk's Office) with the northernmost terminus point in the northwesterly line of the present Gansevoort Avenue, which said northwesterly line of Gansevoort Avenue is also coursed at N. 40 deg. 29' 13" E.; said Point of Beginning is also situated 237.6 feet (distant), on a line coursed at N. 62 deg. 55' 20" W., from the northeasterly corner of lands now or formerly belonging to Luther C. Pugh as described in Book 2071 of Deeds at page 657; running thence, from said point of beginning the following two (2) courses and distances which mark the division line between lands being described and conveyed hereby on the north and northeast, (as vested with the City of Rome, by virtue of Deed Instrument #2015-010152), from the land of others, lying and being to the south and southwest, to wit: 1. North 62 deg. 55 min. 20 sec. West, a distance of 186.69 feet to a point; thence 2. North 03 deg. 47 min. 20 sec. West, a distance of 680.01 feet to a point; running thence North 85 deg. 44 min. 20 sec. West, a distance of 693.42 feet to a point; running thence North 04 deg. 08 min. 40 sec. East, a distance of 882.84 feet to a point on the division line between the herein described lands on the southeast and certain other lands belonging to the City of Rome on the northwest (presently known and designated by tax map parcel no. 243.010-2-1); running thence North 77 deg. 41 min. 40 sec. East along said division line, a distance of 1264.39 feet to a point; thence along the said first mentioned division line of the City of Rome, the following two (2) courses and distances: 1.) South 16 deg. 32 min. 00 sec. East a distance of 526.47 feet to a point; and 2.) South 79 deg. 18 min. 50 sec. East a distance of 182.81 feet to a point in the said westerly line of the proposed Park Drive, said point also being on the southerly terminus line of the existing Park Drive; thence through the said lands of the City of Rome (Inst. No. 2015-010152) and along the said westerly line of the proposed Park Drive, the following five (5) courses and distances: 1.) South 18 deg. 49 min. 49 sec. East a distance of 45.29 feet to a point; thence 2.) southerly along a curve to the right having a radius of 683.81 feet , length of 112.83 feet and chord of South 14 deg. 07 min. 22 sec. East, 112.70 feet to a point; thence 3.) southerly along a curve to the right having a radius of 683.81 feet , length of 52.16 feet and chord of South 07 deg. 12 min. 39 sec. East, 52.14 feet to a point; thence 4.) southerly along a curve to the right having a radius of 683.81 feet , length of 545.75 feet and chord of South 17 deg. 50 min. 17 sec. West,

531.38 feet to a point; and 5.) South 40 deg. 29 min. 13 sec. West a distance of 942.34 feet to the point of beginning.

Excepting and reserving from the above described Lot 2 are certain lands comprising the following described roadways (roadbed corridor right of ways) to be retained in fee title by the City of Rome for Vega Drive, Jupiter Lane, Mars Drive, Venus Circle, Pluto Lane and the Vega Drive Extension, which said excepted and reserved lands, to be retained in fee by the City of Rome, are more particularly bounded and described as follows:

Vega Drive (Excepted Fee Title)

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida, State of New York, being known as "Vega Drive" as shown the "Subdivision, Conveyance and Roadway Dedication Map for the lands now or formerly of City of Rome, N.Y. into Lots 1A-C & 2-5 of the Woodhaven/Floyd Ave Development Subdivision" prepared by C.T. Male Associates, D.P.C. dated July 2, 2021 and last revised December 1, 2021 and being more particularly bounded and described as follows:

Commencing at a point in the westerly line of the proposed Park Drive at the intersection of the division line with the lands now or formerly of the City of Rome as described in Instrument No. 2015-010152 on the south, said point also being on the northerly terminus line of the present Gansevoort Avenue; thence North 40 deg. 29 min. 13 sec. East through the said lands of the City of Rome and along the said westerly line of the proposed Park Drive, a distance of 116.47 feet to the Point of Beginning; thence through the said lands of the City of Rome, the following fifteen (15) courses and distances: 1.) northerly along a curve to the right having a radius of 530.00 feet, a length of 450.02 feet and a chord of North 21 deg. 49 min. 45 sec. West, 436.62 feet to a point; thence 2.) North 02 deg. 29 min. 44 sec. East a distance of 440.15 feet to a point hereinafter referred to as "Point A", said point being the proposed easterly line of "Venus Circle"; thence 3.) North 02 deg. 29 min. 44 sec. East along said proposed easterly line of "Venus Circle", a distance of 50.22 feet to a point; thence 4.) North 02 deg. 29 min. 44 sec. East a distance of 84.94 feet to a point; thence 5.) northerly along a curve to the left having a radius of 990.00 feet, a length of 239.76 feet and a chord of North 04 deg. 26 min. 33 sec. West, 239.18 feet to a point hereinafter referred to as "Point B", said point being the proposed easterly line of "Mars Drive"; thence 6.) North 14 deg. 47 min 20 sec. West along said proposed line of "Venus Circle", a distance of 50.19 feet to a point; thence 7.) North 12 deg. 54 deg. 22 sec. West a distance of 310.70 feet to a point on the proposed southerly line of "Venus Circle"; thence 8.) North 77 deg. 07 min. 17 sec. East along said southerly line of "Venus Circle", a distance of 52.00 feet to a point; thence 9.) South 12 deg. 54 deg. 22 sec. East a distance of 311.51 feet to a point on the proposed westerly line of "Mars Drive"; thence 10.) South 12 deg. 27 min. 31 sec. East along said proposed westerly line of "Mars Drive", a distance of 52.06 feet; thence 11.) southerly along a curve to the right having a radius of 1040.00 feet, a length of 250.48 and a chord of South 04 deg. 24 min. 15 sec. East, 249.88 feet to a point; thence 12.) South 02 deg. 29 min. 44 sec. West a distance of 295.90 feet to a point on the proposed westerly line of "Jupiter Lane"; thence 13.) South 02 deg. 29 min. 44 sec. West along said proposed westerly line of "Jupiter

Lane", a distance of 50.00 feet to a point; thence 14.) South 02 deg. 29 min. 44 sec. West a distance of 229.41 feet to a point; and 15.) southerly along a curve to the left having a radius of 480.00 feet, a length of 404.63 feet and a chord of South 21 deg. 39 min. 14 sec. East, 392.75 feet to a point on the said westerly line of the proposed Park Drive; thence South 40 deg. 29 min. 13 sec. West a distance of 50.10 feet to the Point of Beginning.

Jupiter Lane (Excepted Fee Title)

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida, State of New York, being known as "Jupiter Lane" as shown the "Subdivision, Conveyance and Roadway Dedication Map for the lands now or formerly of City of Rome, N.Y. into Lots 1A-C & 2-5 of the Woodhaven/Floyd Ave Development Subdivision" prepared by C.T. Male Associates, D.P.C. dated July 2, 2021 and last revised December 1, 2021 and being more particularly bounded and described as follows:

Commencing at a point in the westerly line of the proposed Park Drive at the intersection of the division-line with the lands now or formerly of the City of Rome as described in Instrument No. 2015-010152 on the north, said point also being on the northerly terminus line of the present Gansevoort Avenue; thence North 40 deg. 29 min. 13 sec. East through the said lands of the City of Rome and along the said westerly line of the proposed Park Drive, a distance of 637.77 feet to the Point of Beginning; thence through the said lands of the City of Rome, the following three (3) courses and distances: 1.) North 49 deg. 33 min. 34 sec. West a distance of 159.70 feet to a point; thence 2.) northwesterly along a curve to the left having a radius of 375.00 feet, a length of 249.94 feet and a chord of North 68 deg. 39 min. 11 sec. West a distance of 245.34 feet to a point; thence 3.) North 87 deg. 44 min. 48 sec. West a distance of 123.45 feet to a point on the proposed easterly line of "Vega Drive"; thence 4.) North 02 deg. 29 min. 44 sec. East along proposed easterly line of "Vega Drive", a distance of 50.00 feet to a point; thence 5.) S 87 deg. 44 min. 48 sec. East a distance of 123.24 feet to a point; thence 6.) easterly along a curve to the right having a radius of 425.00 feet, a length of 144.59 feet and a chord of South 78 deg. 00 min. 01 sec. East, 143.90 feet to a point on the proposed easterly line of "Pluto Lane"; thence 7.) southeasterly along proposed easterly line of "Pluto Lane", along a curve to the right, having a radius of 425.00 feet, a length of 50.71 feet and a chord of South 64 deg. 50 min. 09 sec. East, 50.68 feet to a point hereinafter referred to as "Point C" for "Pluto Lane"; thence 8.) southeasterly along a curve to the right having a radius of 425.00 feet, a length of 87.96 feet and a chord of South 55 deg. 29 min. 19 sec. East, 87.81 feet to a point; and 9.) South 49 deg. 33 min. 34 sec. East a distance of 159.74 feet to a point on the said westerly line of the proposed Park Drive; thence South 40 deg. 29 min. 13 sec. West along the said westerly line of the proposed Park Drive, a distance of 50.00 feet to the Point of Beginning.

Mars Drive (Excepted Fee Title)

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida, State of New York, being known as "Mars Drive" as shown the "Subdivision, Conveyance and Roadway Dedication Map for the lands now or formerly of City of Rome, N.Y. into Lots 1A-C & 2-5 of the

Woodhaven/Floyd Ave Development Subdivision" prepared by C.T. Male Associates, D.P.C. dated July 2, 2021 and last revised December 1, 2021 and being more particularly bounded and described as follows:

Commencing at a point in the westerly line of the proposed Park Drive at the intersection of the division line with the lands now or formerly of the City of Rome as described in Instrument No. 2015-010152 on the south, said point also being on the southerly terminus line of the present Park Drive; thence through the said lands of the City of Rome (Inst. No. 2015-010152) and along the said westerly line of the proposed Park Drive, the following two (2) courses and distances: 1.) South 18 deg. 49 min. 49 sec. East a distance of 45.29 feet to a point; thence 2.) southerly along a curve to the right having a radius of 683.81 feet, length of 112.83 feet and chord of South 14 deg. 07 min. 22 sec. West, 112.70 feet to the Point of Beginning, said point on the proposed northerly line of "Mars Drive"; thence southerly along said westerly line of the proposed Park Drive, along a curve to the right having a radius of 683.81 feet, a length of 52.16 feet and a chord of South 07 deg. 12 min. 39 sec. East, 52.14 feet to a point on the proposed southerly line of "Mars Drive"; thence through the said lands of the City of Rome, the following thirteen (13) courses and distances: 1.) westerly along a curve to the right having a radius of 670.00 feet, a length of 221.59 feet and a chord of South 88 deg. 11 min. 01 sec. West, 220.58 feet to a point on the proposed northerly line of "Pluto Lane"; thence 2.) westerly along said proposed northerly line of "Pluto Lane", along a curve to the right having a radius of 670.00 feet, a length of 51.05 feet and a chord of North 80 deg. 09 min. 33 sec. West, 51.03 feet to a point; thence 3.) westerly along a curve to the right having a radius of 670.00 feet, a length of 180.11 feet and a chord of North 70 deg. 16 min. 32 sec. West, 179.57 feet to a point; thence 4.) North 62 deg. 34 min. 28 sec. West a distance of 38.47 feet to a point; thence 5.) westerly along a curve to the left having a radius of 340.00 feet, a length of 220.84 feet and a chord of North 81 deg. 10 min. 56 sec. West, 216.98 feet to a point; thence 6.) South 80 deg. 12 min. 37 sec. West a distance of 118.92 feet to a point on the proposed easterly line of Vega Drive; thence 7.) North 12 deg. 27 min. 31 sec. West along said proposed easterly line of Vega Drive", a distance of 52.06 feet to a point; thence 8.) N 80 deg. 12 min. 37 sec. East a distance of 121.34 feet to a point; thence 9.) easterly along a curve to the right having a radius of 392.00 feet, a length of 181.57 feet and a chord of South 86 deg. 31 min. 15 sec. East, 179.95 feet to a point on the proposed southerly line of "Venus Circle"; thence 10.) easterly along said proposed southerly line of "Venus Circle", along a curve to the right having a radius of 392.00 feet, a length of 50.03 feet and a chord of South 69 deg. 35 min. 42 sec. East, 50.00 feet to a point; thence 11.) easterly along a curve to the right having a radius of 392.00 feet, a length of 23.02 feet and a chord of South 64 deg. 15 min. 23 sec. East, 23.01 feet to a point; thence 12.) South 62 deg. 34 min. 28 sec. East a distance of 38.47 feet; and 13.) easterly along a curve to the left having a radius of 618.00 feet, a length of 421.32 feet and a chord of South 82 deg. 06 min. 17 sec. East, 413.20 feet to the point of beginning.

Also, ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida, State of New York, being known as "Mars Drive" as shown the "Subdivision, Conveyance and Roadway Dedication Map for the lands now or formerly of City of Rome, N.Y. into Lots 1A-C & 2-5 of the Woodhaven/Floyd Ave Development Subdivision" prepared by C.T. Male Associates, D.P.C. dated July

2, 2021 and last revised December 1, 2021 and being more particularly bounded and described as follows:

Beginning at a point hereinabove referred to as "Point B", said point being on the proposed westerly line of "Vega Drive"; thence through the lands now or formerly of the City of Rome as described in Instrument No. 2015-010152, the following eight (8) courses and distances: 1.) South 80 deg. 12 min. 37 sec. West a distance of 310.18 feet to a point; thence 2.) westerly along a curve to the right having a radius of 1040.00 feet, a length of 236.34 feet and a chord of South 86 deg. 43 min. 13 sec. West, 235.83 feet to a point; thence 3.) North 86 deg. 46 sec. 10 sec. West a distance of 75.86 feet to a point on the proposed easterly line of Venus Circle; thence 4.) North 03 deg. 05 min. 32 sec. East along said proposed easterly line of Venus Circle, a distance of 50.00 feet to a point; thence 5.) South 86 deg. 46 min. 10 sec. East a distance of 75.98 feet to a point; thence 6.) easterly along a curve to the left having a radius of 990.00 feet, a length of 224.97 feet and a chord of North 86 deg. 43 min. 13 sec. East, 224.49 feet to a point; thence 7.) North 80 deg. 12 min. 37 sec. East a distance of 305.81 feet to a point on the said proposed westerly line of "Vega Drive"; thence 8.) South 14 deg. 47 min. 20 sec. East along said proposed westerly line of "Vega Drive", a distance of 50.19 feet to the point of beginning.

Venus Circle (Excepted Fee Title)

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida, State of New York, being known as "Venus Circle" as shown the "Subdivision, Conveyance and Roadway Dedication Map for the lands now or formerly of City of Rome, N.Y. into Lots 1A-C & 2-5 of the Woodhaven/Floyd Ave Development Subdivision" prepared by C.T. Male Associates, D.P.C. dated July 2, 2021 and last revised December 1, 2021 and being more particularly bounded and described as follows:

Beginning at a point hereinabove referred to as "Point A", said point being on the proposed westerly line of "Vega Drive"; thence through the lands now or formerly of the City of Rome as described in Instrument No. 2015-010152, the following ten (10) courses and distances: 1.) South 87 deg. 08 min. 36 sec. West a distance of 504.96 feet to a point; thence 2.) northwesterly along a curve to the right having a radius of 175.00 feet, a length of 293.06 feet and a chord of North 44 deg. 52 min. 56 sec. West, 260.00 feet to a point; thence 3.) North 03 deg. 05 min. 32 sec. East a distance of 356.33 feet to a point; thence 4.) northeasterly along a curve to the right having a radius of 175.00 feet, a length of 226.11 feet and a chord of North 40 deg. 06 min. 24 sec. East, 210.71 feet to a point; thence 5.) North 77 deg. 07 min. 17 sec. East a distance of 434.92 feet to a point hereinafter referred to as "Point D" for "Vega Drive Extension"; thence 6.) North 77 deg. 07 min. 17 sec. East along the said proposed southerly line of the "Vega Drive Extension", a distance of 60.00 feet to a point; thence 7.) North 77 deg. 07 min. 17 sec. East a distance of 271.39 feet to a point; thence 8.) southeasterly along a curve to the right having a radius of 190.00 feet, a length of 408.64 feet and a chord of South 41 deg. 15 min. 53 sec. East, 334.31 feet to a point; thence 9.) South 20 deg. 20 min. 58 sec. West a distance of 181.77 feet to a point on the proposed northerly line of "Mars Drive"; thence 10.) westerly along said northerly line of "Mars Drive",

along a curve to the left having a radius of 392.00 feet, a length of 50.03 feet and a chord of North 69 deg. 35 min. 42 sec. West, 50.00 feet to a point; thence 11.) North 20 deg. 20 min. 58 sec. East a distance of 181.72 feet to a point; thence 12.) northwesterly along a curve to the left having a radius of 140.00 feet, a length of 301.10 feet and a chord of North 41 deg. 15 min. 53 sec. West a distance of 246.33 feet to point; thence 13.) South 77 deg. 07 min. 17 sec. West a distance of 276.45 feet to a point on the proposed northerly line of the "Vega Drive"; thence 14.) South 77 deg. 07 min. 17 sec. West along the said proposed northerly line of the "Vega Drive", a distance of 52.00 feet to a point; thence 15.) South 77 deg. 07 min. 17 sec. West a distance of 437.85 feet to a point; thence 16.) southwesterly along a curve to the left having a radius of 125.00 feet, a length of 161.51 feet and a chord of South 40 deg. 06 min. 24 sec. West, 150.50 feet to a point; thence 17.) South 03 deg. 05 min. 32 sec. West a distance of 150.93 feet to a point on the proposed westerly line of "Mars Drive"; thence 18.) South 03 deg. 05 min. 32 sec. West along the said proposed westerly line of "Mars Drive", a distance of 50.00 feet to a point; thence 19.) South 03 deg. 05 min. 32 sec. West a distance of 155.40 feet to a point; thence 20.) southeasterly along a curve to the left having a radius of 125.00 feet, a length of 209.33 feet and a chord of South 44 deg. 52 min. 56 sec. East, 185.71 feet to a point; thence 21.) North 87 deg. 08 min. 36 sec. East a distance of 509.64 feet to a point on the said proposed westerly line of "Vega Drive"; and 22.) South 02 deg. 29 min. 44 sec. West along said proposed westerly line of "Vega Drive", a distance of 50.22 feet to the point of beginning.

Pluto Lane (Excepted Fee Title)

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida, State of New York, being known as "Pluto Lane" as shown the "Subdivision, Conveyance and Roadway Dedication Map for the lands now or formerly of City of Rome, N.Y. into Lots 1A-C & 2-5 of the Woodhaven/Floyd Ave Development Subdivision" prepared by C.T. Male Associates, D.P.C. dated July 2, 2021 and last revised December 1, 2021 and being more particularly bounded and described as follows:

Beginning at a point hereinabove referred to as "Point C", said point being on the proposed northerly line of "Jupiter Lane"; thence through the lands now or formerly of the City of Rome as described in Instrument No. 2015-010152, the following ten (10) courses and distances: 1.) westerly along said proposed northerly line of "Jupiter Lane", along a curve to the left having a radius of 425.00 feet, a length of 50.71 feet and a chord of North 64 deg. 50 min. 09 sec. West, 50.68 feet to a point; thence 2.) northeasterly along a curve to the right having a radius of 320.00 feet, a length of 123.00 feet and a chord of North 44 deg. 46 min. 44 sec. East, 122.24 feet to a point; thence 3.) northeasterly along a curve to the left having a radius of 193.05 feet, a length of 41.20 feet and a chord of North 49 deg. 40 min. 38 sec. East, 41.12 feet to a point; thence 4.) North 43 deg. 33 min. 50 sec. East a distance of 14.25 feet to a point; thence 5.) northerly along a curve to the left having a radius of 500.00 feet, a length of 400.04 feet and a chord of North 20 deg. 38 min. 36 sec. East, 389.46 feet to a point on the proposed southerly line of "Mars Drive"; thence 6.) easterly along said proposed southerly line of "Mars Drive", along a curve to the left having a radius of 670.00 feet; a length of 51.05 feet and a chord of

South 80 deg. 09 min. 33 sec. East a distance of 51.03 feet to a point; thence 7.) southerly along a curve to the right having a radius of 550.00 feet, a length of 429.33 feet and a chord of South 21 deg. 12 min. 05 sec. West, 418.51 feet to a point; thence 8.) South 43 deg. 33 min. 50 sec. West a distance of 14.25 feet to a point; thence 9.) southwesterly along a curve to the right having a radius of 243.05 feet, a length of 51.87 feet and a chord of South 49 deg. 40 min. 38 sec. West, 51.77 feet to a point; and 10.) southwesterly along a curve to the left having a radius of 270.00 feet, a length of 96.20 and a chord of South 45 deg. 35 min. 00 sec. West, 95.69 feet to the point of beginning.

Vega Drive Extension – Woodhaven Development (Excepted Fee Title)

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida, State of New York, being known as a portion of the "Vega Drive Extension" as shown the "Subdivision, Conveyance and Roadway Dedication Map for the lands now or formerly of City of Rome, N.Y. into Lots 1A-C & 2-5 of the Woodhaven/Floyd Ave Development Subdivision" prepared by C.T. Male Associates, D.P.C. dated July 2, 2021 and last revised December 1, 2021 and being more particularly bounded and described as follows:

Beginning at a point hereinabove referred to as "Point D", said point being on the proposed northerly line of "Venus Circle"; thence through the lands now or formerly of the City of Rome as described in Instrument No. 2015-010152, the following ten (10) courses and distances: 1.) North 12 deg. 47 min. 22 sec. West a distance of 58.00 feet to a point; thence 2.) northerly along a curve to the left having a radius of 70.00 feet, a length of 29.94 feet and a chord of North 25 deg. 02 min. 30 sec. West a distance of 29.71 feet to a point; thence 3.) North 37 deg. 17 min. 38 sec. West a distance of 12.19 feet to a point; thence 4.) northerly along a curve to the right having a radius of 130.00 feet, a length of 34.04 feet and a chord of North 29 deg. 47 min. 36 sec. West, 33.94 feet to a point on the division line between the said lands of the City of Rome on the south and the lands now or formerly of City of Rome being known as Tax Map 243.010, Block 02, Parcel 01 on the north; thence 5.) North 77 deg. 41 min. 40 sec. East along said division line, a distance of 61.76 feet to a point; thence 6.) southerly along a curve to the left having a radius of 70.00 feet, a length of 7.57 feet and a chord of South 34 deg. 11 min. 38 sec. East, 7.57 feet to a point; thence 7.) South 37 deg. 17 min. 38 sec. East a distance of 12.19 feet to a point; thence 8.) southerly along a curve to the right having a radius of 130.00 feet, a length of 55.60 feet and a chord of South 25 deg. 02 min. 30 sec. East, 55.18 feet to a point on the said proposed northerly line of "Venus Circle"; thence 9.) South 12 deg. 47 min. 22 sec. East, 57.91 feet to a point on the said proposed northerly line of "Venus Circle"; and 10.) South 77 deg. 07 min. 17 sec. West along said proposed northerly line of "Venus Circle", a distance of 60.00 feet to the point of beginning.

Lot 3

ALSO CONVEYING ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida, State of New York, being known as Lot 3 as shown the "Subdivision, Conveyance and Roadway Dedication Map for the lands now or formerly of City of Rome, N.Y. into Lots 1A-C & 2-5 of the Woodhaven/Floyd Ave Development Subdivision" prepared by C.T. Male Associates, D.P.C.

dated July 2, 2021 and last revised December 1, 2021 and being more particularly bounded and described as follows:

Beginning at a point in the easterly line of the proposed Park Drive at the intersection of the division line with the lands now or formerly of the City of Rome as described in Instrument No. 2015-010152 on the north, said point also being on the northerly terminus line of the present Gansevoort Avenue; thence through the said lands of the City of Rome and along the said easterly line of the proposed Park Drive, the following three (3) courses and distances: 1.) North 40 deg. 29 min. 13 sec. East a distance of 923.12 feet to a point; thence 2.) northerly along a curve to the left having a radius of 763.81 feet , length of 615.90 feet and chord of North 17 deg. 35 min. 23 sec. East, 599.35 feet to a point; and 3.) northerly along a curve to the left having a radius of 763.81 feet, length of 52.30 feet and chord of North 07 deg. 28 min. 20 sec. West, 52.29 feet to a point on the proposed northerly line of "Mars Drive"; thence through the said lands of the City of Rome and along the said proposed northerly line of "Mars Drive", the following three (3) courses and distances: 1.) North 76 deg. 27 min. 09 sec. East a distance of 40.02 feet to a point; thence 2.) along a curve to the right having a radius of 73.00 feet, length of 31.29 feet and chord of North 64 deg. 10 min. 20 sec. East, 31.05 feet to a point; and 3.) North 51 deg. 53 min. 30 sec. East a distance of 201.97 feet to a point on the division line of the said lands of the City of Rome; thence along the said division line of the City of Rome, the following eight (8) courses and distances: 1.) South 26 deg. 07 min. 15 sec. East a distance of 293.43 feet to a point; thence 2.) South 37 deg. 19 min. 15 sec. East a distance of 310.06 feet to a point; thence 3.) South 52 deg. 16 min. 16 sec. East a distance of 327.76 feet to a point; thence 4.) South 40 deg. 58 min. 40 sec. West a distance of 1120.50 feet to a point; thence 5.) North 66 deg. 58 min. 20 sec. West a distance of 361.29 feet to a point; thence 6.) North 56 deg. 26 min. 20 sec. West a distance of 198.89 feet to a point; thence 7.) South 40 deg. 38 min. 23 sec. West a distance of 314.01 feet to a point; and 8.) North 62 deg. 55 min. 20 sec. West a distance of 155.36 feet to the point of beginning.

Excepting and reserving from the above described Lot 3 are certain lands comprising the following described roadways (roadbed corridor right of ways) to be retained in fee title by the City of Rome for Saturn Drive, Mars Drive and Orion Circle which said excepted and reserved lands, to be retained in fee by the City of Rome, are more particularly bounded and described as follows:

Saturn Drive and Mars Drive East (Excepted Fee Title)

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida, State of New York, being known as "Saturn Drive" and "Mars Drive" as shown the "Subdivision, Conveyance and Roadway Dedication Map for the lands now or formerly of City of Rome, N.Y. into Lots 1A-C & 2-5 of the Woodhaven/Floyd Ave Development Subdivision" prepared by C.T. Male Associates, D.P.C. dated July 2, 2021 and last revised December 1, 2021 and being more particularly bounded and described as follows:

Commencing at a point in the easterly line of the proposed Park Drive at the intersection of the division line with the lands now or formerly of the City of Rome as described in Instrument No. 2015-010152 on the south, said point also being on the southerly terminus line of the existing Park Drive; thence southerly along said easterly line of the proposed Park Drive and along a curve to the right having a radius of 763.81 feet, length of 125.49 feet and chord of South 14 deg. 08 min. 27 sec. West, 125.35 feet to the Point of Beginning; thence through the said lands of the City of Rome, the following three (3) courses and distances: 1.) North 76 deg. 27 min, 09 sec. East a distance of 40.02 feet to a point; thence 2.) along a curve to the left having a radius of 73.00 feet, a length of 31.29 feet and a chord of North 64 deg. 10 min. 20 sec. East, 31.05 feet to a point; and 3.) North 51 deg. 53 min. 30 sec. East a distance of 201.97 feet to a point on the said division line of the City of Rome; thence South 26 deg. 07 min. 15 sec. East along said division line, a distance of 53.16 feet to a point; thence through the said lands of the City of Rome, the following ten (10) courses and distances: 1.) South 51 deg. 53 min. 30 sec. West a distance of 169.15 feet; thence 2.) South 35 deg. 35 min. 29 sec. East a distance of 383.39 feet to a point; thence 3.) southerly along a curve to the right having a radius of 125.00 feet, a length of 165.89 feet and a chord of South 02 deg. 25 min. 37 sec. West, 153.98 feet to a point; thence 4.) South 40 deg. 26 min. 44 sec. West a distance of 822.01 feet to a point on the proposed easterly line of "Orion Circle"; thence 5.) North 49 deg. 27 min. 05 sec. West along said easterly line of "Orion Circle" and continuing through said lands of the City of Rome, a distance of 50.00 feet to a point; thence 6.) North 40 deg. 26 min. 44 sec. East a distance of 821.92 feet to a point; thence 7.) northerly along a curve to the left having a radius of 75.00 feet, a length of 99.53 feet and a chord of North 02 deg. 25 min. 37 sec. East, 92.39 feet to a point; thence 8.) North 35 deg. 35 min. 29 sec. West a distance of 384.40 feet to a point; thence 9.) southwesterly along a curve to the right having a radius of 125.00 feet, a length of 25.22 feet and a chord of South 70 deg. 40 min. 23 sec. West, 25.18 feet to a point; and 10.) South 76 deg. 27 min. 09 sec. West a distance of 45.56 feet to a point in the said easterly line of the proposed Park Drive; thence northerly along said easterly line of the proposed Park Drive, along a curve to the left, having a radius of 763.81 feet, a length of 50.30 feet and a chord of North 07 deg. 23 min. 50 sec. West a distance of 50.29 feet to the Point of Beginning.

Orion Circle (Excepted Fee Title)

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida, State of New York, being known as "Orion Circle" as shown the "Subdivision, Conveyance and Roadway Dedication Map for the lands now or formerly of City of Rome, N.Y. into Lots 1A-C & 2-5 of the Woodhaven/Floyd Ave Development Subdivision" prepared by C.T. Male Associates, D.P.C. dated July 2, 2021 and last revised December 1, 2021 and being more particularly bounded and described as follows:

Commencing at a point in the easterly line of the proposed Park Drive at the intersection of the division line with the lands now or formerly of the City of Rome as described in Instrument No. 2015-010152 on the east, said point also being on the northerly terminus line of the present Gansevoort Avenue; thence North 40 deg. 29 min. 13 sec. East through the said lands of the City of Rome and along the said

easterly line of the proposed Park Drive, a distance of 496.99 feet to the Point of Beginning; thence through the said lands of the City of Rome, the following six (6) courses and distances: 1.) South 49 deg. 27 min. 05 sec. East a distance of 288.03 feet to a point; thence 2.) northeasterly along a curve to the right having a radius of 296.51 feet, length of 946.27 feet and a chord of North 40 deg. 20 min. 16 sec. East, 592.84 feet to a point on the proposed southerly line of "Saturn Drive"; thence 3.) thence South 40 deg. 26 min. 44 sec. West along said proposed southerly line of "Saturn Drive", a distance of 50.02 feet to a point; thence 4.) thence southwesterly along a curve to the left having a radius of 246.51 feet, a length of 788.54 feet and chord of South 40 deg. 14 min. 28 sec. West, 492.82 feet to a point; thence 5.) North 49 deg. 27 min. 05 sec. West a distance of 288.64 feet to a point on the said easterly line of the proposed Park Drive; and 6.) South 40 deg. 29 min. 13 sec. West along said easterly line of the proposed Park Drive, a distance of 50.00 feet to the point of beginning.

ALSO CONVEYED to the party of the second part, its successors and/or assigns in interest, are certain easements and rights of way for ingress and egress through, over and along those parcels of land as described herein and referred to as Vega Drive, Jupiter Lane, Mars Drive, Venus Circle, Pluto Lane, Vega Drive Extension, Saturn Drive, Mars Drive East and Orion Circle. These easements and rights of way shall terminate upon dedication of the aforesaid roadway corridors as public roads.

EXHIBIT B

EQUIPMENT

All fixtures, building materials and items of personal property constructed, renovated and installed and/or to be constructed, renovated and installed in connection with the completion of the Woodhaven Ventures LLC Facility located at Park Drive, City of Rome, Oneida County, New York.

EXHIBIT C

FORM OF UNIT LEASE AND PILOT AGREEMENT

UNIT LEASE AND PILOT AGREEMENT

This UNIT LEASE AND PILOT AGREEMENT (the "Agreement"), is dated as of _____ (the "Effective Date"), by and between **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 **[NAME OF HOMEOWNER]**, individual(s) residing at _____ (together with [his/her/their] heirs and assigns, the "Owner").

Background

On the Effective Date, the Owner acquired fee title to the real property described below (referred to as the "Unit"):

Street Address:

Tax Account No.:

The Woodhaven Ventures LLC Facility (the "Facility") (including the Unit) was placed under the jurisdiction and control of the Agency by the execution and delivery of a Lease Agreement dated as of December 29, 2021 between Woodhaven Ventures LLC (the "Company") and the Agency (the "Lease Agreement"), a memorandum of which was recorded in the office of the Oneida County Clerk on December __, 2021 at Instrument No. _____.

The Facility is also subject to a Leaseback Agreement dated as of December 29, 2021 (the "Leaseback Agreement"), between the Agency and the Company (the "Leaseback Agreement"), a memorandum of which was recorded in the office of the Oneida County Clerk on December __, 2021 at Instrument No. _____.

The Leaseback Agreement provides that, upon the sale and transfer of a Unit to the Owner, the Agency and the Owner will enter into a separate Unit Lease and PILOT Agreement applicable only to such Unit, and upon the effectiveness of such Unit Lease and PILOT Agreement, the Unit shall be released from the Leaseback Agreement.

The Leaseback Agreement was entered into for the purpose of enabling the Agency to provide the Company and homeowners who purchase Units to be used for residential purposes with various forms of financial assistance, including the reduction of real property taxes under Section 874 of the General Municipal Law.

Section 1. Grant of Leasehold Interest to Owner

The Agency grants to the Owner a sub-leasehold interest in the Unit for the term set forth in Section 3. During the term of this Unit Lease and PILOT Agreement, the Owner will have the exclusive right to occupancy and possession of the Unit.

Section 2. Term of Lease

The term of this Agreement begins on the Effective Date and ends on June 30, 2042 (the "Expiration Date"), unless terminated earlier as permitted herein.

Section 3. Special Assessments and other Non-Exempt Taxes

The Owner will pay to Oneida County, the City of Rome, Rome City School District and appropriate special districts in which the Unit is located (each of which is referred to in this Agreement as a "Taxing Authority") all special assessments and any other ad valorem taxes from which the Unit is not exempt by reason of the Agency's interest in the Unit that become due and payable during the term of the Unit Lease and PILOT Agreement, no later than the last day during which such payments may be made without penalty.

Section 4. PILOT Payments

(a) Agreement to Make PILOT Payments

In each year during the term of this Unit Lease, the Owner will pay to each Taxing Authority payments in lieu of taxes ("PILOT Payments") as provided in this section.

(b) Valuation of the Unit.

(i) Assessments. The value of the Unit will be determined by the City of Rome Assessor (the "Assessor"). The Assessor will determine an assessed value of the Unit based on an appraisal of the Unit in the same manner as similar properties in the general area of the Unit, equalized if necessary by using the appropriate equalization rates applied in the assessment and levy of real property taxes. The Assessor will notify the Owner of the initial determination of the value of the Unit and of any change in the assessed value of the Unit. However, the assessed value of the Unit will not be utilized

in calculating the PILOT Payments to be made during the term of this Unit Lease and PILOT Agreement.

(ii) Disputes as to Assessment. If the Owner is dissatisfied with the amount of the Assessed Value of the Unit as initially established or as changed, the Owner will have all of the rights and remedies of a taxpayer as if the Agency did not have a leasehold or other interest in the Unit 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.

(c) Amount of PILOT Payments

The PILOT Payments to be paid by the Owner to the Receivers of Taxes annually on behalf of each Taxing Authority pursuant to the terms of this Unit Lease and PILOT Agreement will be a fixed amount, in accordance with the below schedule:

[Insert applicable rows from Table A]

Such PILOT Payments shall be billed by each Taxing Authority to the Owner in the same proportion as taxes would have been billed but for the Agency's involvement, unless the Taxing Authorities have consented in writing to a specific allocation (for the purposes of preparing a PILOT bill, each Taxing Authority shall use the tax rate for the prior Exemption Year).

(d) Statements

The Agency will give each Taxing Authority a copy of this Unit Lease and PILOT Agreement after the execution and delivery hereof, together with a request that a copy hereof be given to the appropriate officer or officers of the Taxing Authorities responsible for preparing the tax rolls for said Tax Authorities and a request that the billing officers of each Taxing Authority submit to the Owner and to the appropriate Receiver of Taxes periodic statements specifying the amount and due date or dates of the payments due

each Taxing Authority hereunder, such periodic statements to be submitted to the Owner at approximately the times that tax bills are mailed by such Taxing Authorities.

(e) **Time of Payments**

The Owner will pay the amounts due hereunder to the appropriate officer or officers of the respective Taxing Authority charged with receiving payments of taxes for such Taxing Authority within the period that such Taxing Authority allows payment of taxes levied in such fiscal tax year without penalty. PILOT Payments that are delinquent under this Unit Lease and PILOT Agreement shall be subject to a late penalty of five percent (5%) of the amount due which shall be paid by the Owner to the affected Taxing Authority at the time the PILOT Payment is paid.

Section 5 **Early Termination**

(a) This Agreement may be terminated before the Expiration Date at the option of the Agency if there has been a default by the Owner under this Agreement, and upon failure of the Owner to cure such default within thirty (30) days of receipt of notice.

(b) The Owner may terminate this Agreement at any time prior to the Expiration Date by giving written notice to the Agency of its election to do so.

Section 6 **Effect of Termination**

After the Expiration Date or earlier termination under Section 5, the Owner will hold fee title to the Unit free and clear of any interest of the Agency created under this Agreement.

Any exemption from real property taxes based on the Agency's interest in the Unit will terminate on the Expiration Date or on the day of any earlier termination. After the Expiration Date or earlier termination, the Assessor may list the Unit as subject to real property taxes on the applicable tax rolls.

Section 7 Insurance

At all times throughout the term of this Agreement the Owner shall, at its sole cost and expense, maintain or cause to be maintained insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in New York State. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best. All policies of insurance shall name the Owner as named insured and the Agency as an additional insured.

- (a) Property Insurance coverage under an HO-5 or at minimum HO-3, against loss or damage by fire, lightning and other casualties customarily insured against for the building in an all risk policy with special form perils. Such insurance to be in an amount not less than the full replacement value of the building.
- (b) Personal Liability coverage for bodily injury or property damage to others arising from an occurrence on your premises. Coverage Limit of \$500,000 minimum.
- (c) If the Owner or residents of the property have pets on the premises or will be having recreational equipment such as swings, trampolines, etc. on the premises or pools on the premises, a Personal Umbrella Liability policy at minimum limits of \$1,000,000 is required.

Waiver of Subrogation: The Owner waives all rights against Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Personal Liability, Personal Umbrella Liability or Property Insurance maintained per requirements stated above.

Proof of Insurance: The Owner will provide annually (or upon request) to Agency a copy of the declaration page for each of the above required insurance policies. In addition, the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled, restricted or allowed to expire until at least 30 days prior written notice has been given to Agency.

Section 8 Successor Owners

The Owner may convey fee title to the Unit and assign to a purchaser who uses the Unit for residential purposes the Owner's sub-leasehold interest in the Unit under this Agreement provided that (a) no event of default exists and is continuing under this Agreement; and (b) the deed of conveyance from the Owner to the purchaser includes the language contained in the Owner's deed with respect to the conveyance being subject to the Lease Agreement and Leaseback Agreement; and (c) the purchaser executes and delivers to the Agency an instrument by which the purchasers assumes the obligations of the Owner under this Agreement, the form of which is attached here as Exhibit B. The purchaser of the Unit will acquire title to the Unit subject to the terms of this Agreement and will be treated as the "Owner" for all purposes of this Agreement.

Section 9 **Indemnity and Hold Harmless**

Owner agrees that the Agency, its directors, members, officers, agents and employees shall not be liable for and Owner agree to defend, indemnify, release and hold the Agency, its directors, members, officers, agents 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 Unit 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 Unit 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 Unit, including without limiting the generality of the foregoing, all claims arising from the breach by the Owner of any of his/her/their 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 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.

[signatures on following page]

IN WITNESS WHEREOF, the Owner and the Agency have signed this Unit Lease and PILOT Agreement.

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
David C. Grow, Chairman

OWNER:

[Name]

[Name]

TABLE A
SCHEDULE OF PILOT PAYMENTS

Taxable Status Date	Exemption Year	1,400 SF Units	1,600 SF Units	1,280 SF Duplex-Town House
2023	1	\$ 3,603.05	\$ 4,117.77	\$ 3,294.21
2024	2	\$ 3,675.11	\$ 4,200.12	\$ 3,360.10
2025	3	\$ 3,748.61	\$ 4,284.13	\$ 3,427.30
2026	4	\$ 3,823.58	\$ 4,369.81	\$ 3,495.85
2027	5	\$ 3,900.05	\$ 4,457.20	\$ 3,565.76
2028	6	\$ 3,978.06	\$ 4,546.35	\$ 3,637.08
2029	7	\$ 4,057.62	\$ 4,637.28	\$ 3,709.82
2030	8	\$ 4,219.92	\$ 4,822.77	\$ 3,858.21
2031	9	\$ 4,695.92	\$ 5,366.77	\$ 4,293.41
2032	10	\$ 5,171.92	\$ 5,910.77	\$ 4,728.61
2033	11	\$ 5,647.92	\$ 6,454.77	\$ 5,163.81
2034	12	\$ 6,123.92	\$ 6,998.77	\$ 5,599.01
2035	13	\$ 6,599.92	\$ 7,542.77	\$ 6,034.21
2036	14	\$ 7,075.92	\$ 8,086.77	\$ 6,469.41
2037	15	\$ 7,551.92	\$ 8,630.77	\$ 6,904.61
2038	16	\$ 8,027.92	\$ 9,174.77	\$ 7,339.81
2039	17	\$ 8,503.92	\$ 9,718.77	\$ 7,775.01
2040	18	\$ 8,979.92	\$ 10,262.77	\$ 8,210.21

EXHIBIT A

FORM OF ASSIGNMENT OF UNIT LEASE AND PILOT AGREEMENT

Assumption of Unit Lease and PILOT Agreement

_____, purchaser[s] of _____
_____[insert address of unit], assume[s]
the obligations of _____ [insert name of seller] under the Unit
Lease and PILOT Agreement dated _____ between the Oneida County
Industrial Development Agency and Seller, including the obligation to make payments in
lieu of taxes ("PILOT Payments") as provided in Section 4 of the Unit Lease and PILOT
Agreement.

Notices of assessments and statements of the amount of PILOT Payments due
should be sent to the following:

This Assumption of Unit Lease and PILOT Agreement was signed by the
purchaser(s) on _____.

[Name of purchaser]

[Name of purchaser]

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 Lease Agreement, the Leaseback Agreement, the Master PILOT Agreement, the Recapture Agreement, the Environmental Compliance and Indemnification Agreement, and the Mortgage DA1.

"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, Alfio Bonacio, Jr.; and in the case of both, such additional persons as, at the time, are designated to act on behalf of the Agency or the Company, as the case may be, by written certificate furnished to the Agency or the Company, 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 or (ii) the Company by its Members.

"Authorizing Resolution" means the resolution adopted by the Agency on August 20, 2021 authorizing the execution and delivery of the Agency Documents as such resolution may be amended and supplemented from time to time.

"Bank" means Community Bank, National Association, and its successors and assigns.

"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.

"Closing Date" means the date of delivery of the Leaseback Agreement.

"Company" means Woodhaven Ventures LLC, and its successors and assigns.

"Company Documents" means the Lease Agreement, the Leaseback Agreement, the Master PILOT Agreement, the Environmental Compliance and Indemnification Agreement, the Recapture Agreement and the Mortgage DA1.

"Completion Date" means the date of completion of the Facility, as evidenced by the issuance of a Certificate of Occupancy for the final Housing Unit.

"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 construction, construction and equipping of the Facility, which date shall not be prior to July 16, 2021 or (ii) the Closing Date and (b) ending on the Completion Date.

"Development Area" means any one of the five phases of development of the Project, more particularly described by the Company in the Application for Financial Assistance dated May 13, 2021.

"Environmental Compliance and Indemnification Agreement" means the Environmental Compliance and Indemnification Agreement dated as of December 29, 2021 between the Company and the Agency, as the same may be amended from time to time.

"Equipment" means all machinery, equipment and other personal property used and to be used in connection with the construction and equipping of the Facility as described in Exhibit B to the Leaseback Agreement.

"Event of Default" means any of the events defined as Events of Default by Section 7.1 of the Leaseback Agreement.

"Facility" means the Land, the Improvements and the Equipment leased to the Company under the Leaseback Agreement.

"Facility Services" means all services necessary for the acquisition, construction and equipping of the Facility.

"Hazardous Substance" means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials 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 Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), Articles 15 and 27 of the New York State Environmental Conservation Law or any other applicable Environmental Law and the regulations promulgated thereunder.

"Homeowner" means any one of the parties that purchase and accept conveyance of a Housing Unit during the Lease Term, either from the Company or from another Homeowner, and uses such Housing Unit for residential purposes.

"Housing Unit" means any one of the single-family units constructed or to be constructed by the Company as part of the Project, together with the Land, Improvements and Equipment associated therewith.

"Improvements" means the Infrastructure, Housing Units and all those buildings, improvements, structures and other related facilities (i) affixed or attached to the Land and (ii) not part of the Equipment, all as they may exist from time to time.

"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 or the Company.

"Infrastructure" means the sidewalks, driveways, roadways, community buildings and amenities, and utility infrastructure necessary to service the Facility.

"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 December 29, 2021 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.

"Lease Term" means the duration of the leasehold estate created in the Lease Agreement as specified in Section 3 of the Lease Agreement and shall be coterminous with the term of the Leaseback Agreement.

"Leaseback Agreement" means the Leaseback Agreement dated as of December 29, 2021 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.

"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.

"Master PILOT Agreement" means the Master Payment-in-Lieu-of-Tax Agreement dated as of December 29, 2021 between the Company and the Agency, as amended from time to time.

"Mortgage DA1" means the mortgage dated December __, 2021 granted by the Agency and the Company to the Bank relating to Development Area 1 in the principal amount of approximately \$1,113,000.00, as the same may be consolidated, extended, modified or amended from time to time.

"Mortgages" means, collectively, all of the mortgages granted by the Agency and the Company to the Bank from time to time for each of the Development Areas in the

aggregate principal amount of approximately \$5,304,000.00, as the same may be consolidated, extended, modified or amended from time to time.

"Permitted Encumbrances" means (i) exceptions to title set forth in the Title Report, (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, (v) Liens for taxes not yet delinquent and (vi) the Mortgage.

"Person" or "Persons" means an individual, partnership, corporation, trust or unincorporated organization, and a government or agency or political subdivision or branch thereof.

"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.

"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 and to promote employment opportunities and prevent economic deterioration in the area served by the Agency.

"Recapture Agreement" means the Project Completion and Recapture Agreement dated as of December 29, 2021 between the Company and the Agency, 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 and the regulations thereunder.

"State" means the State of New York.

"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 and the Company Documents.

"Unassigned Rights" means the rights of the Agency and moneys payable pursuant to and under Sections 2.6, 3.4, 3.7, 5.2, 5.8, 7.2(a), 7.4 and 8.2 of the Leaseback Agreement.

"Unit Lease and PILOT Agreement" means a lease by and between the Agency and a Homeowner with respect to a Housing Unit, pursuant to which the Homeowner will convey a leasehold interest in a Housing Unit to the Agency, and the Agency will convey a sub-leasehold interest in the Housing Unit to the Homeowner, and the Homeowner will agree to make PILOT Payments to the applicable taxing jurisdictions.