

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

(ONEIDA COUNTY, NEW YORK)

and

THE SLOAN FAMILY TRUST

FIRST AMENDED AND RESTATED LEASE AGREEMENT

Dated as of
August 1, 2016

(The Sloan Family Trust/S.R. Sloan, Inc. Facility)

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	
DEFINITIONS	3
ARTICLE II REPRESENTATIONS AND COVENANTS	
SECTION 2.1 Representations and Covenants of Agency	4
SECTION 2.2 Representations and Covenants of Company	5
ARTICLE III FACILITY SITE AND TITLE INSURANCE	
SECTION 3.1 Agreement to Convey to Agency	7
SECTION 3.2 Title Insurance	7
SECTION 3.3 [Reserved]	7
ARTICLE IV ACQUISITION, CONSTRUCTION AND EQUIPPING OF 2016 FACILITY	
SECTION 4.1 Acquisition, Construction and Equipping of 2016 Facility	8
SECTION 4.2 [Reserved]	9
SECTION 4.3 Certificates of Completion	9
SECTION 4.4 [Reserved]	9
SECTION 4.5 Remedies to be Pursued Against Contractors, Subcontractors, Materialmen and their Sureties	9

ARTICLE V
DEMISING CLAUSES AND RENTAL PROVISIONS

SECTION 5.1	Demise of Facility.....	11
SECTION 5.2	Duration of Lease Term; Quiet Enjoyment	11
SECTION 5.3	Rents and Other Amounts Payable	11
SECTION 5.4	Obligations of Company Hereunder Unconditional.....	12
SECTION 5.5	Special Obligation.....	13

ARTICLE VI
MAINTENANCE, MODIFICATIONS,
TAXES AND INSURANCE

SECTION 6.1	Maintenance and Modifications of Facility by Company	14
SECTION 6.2	Installation of Additional Equipment.....	14
SECTION 6.3	Taxes, Assessments and Utility Charges	15
SECTION 6.4	Insurance Required	16
SECTION 6.5	Additional Provisions Respecting Insurance	19
SECTION 6.6	Application of Net Proceeds of Insurance	19
SECTION 6.7	Right of Agency to Pay Taxes, Insurance Premiums and Other Charges	20

ARTICLE VII
DAMAGE, DESTRUCTION AND CONDEMNATION

SECTION 7.1	Damage or Destruction of the Facility	22
SECTION 7.2	Condemnation	23
SECTION 7.3	Condemnation of Company-Owned Property.....	24
SECTION 7.4	Waiver of Real Property Law Section 227	24

ARTICLE VIII
SPECIAL COVENANTS

SECTION 8.1	No Warranty of Condition or Suitability by Agency.....	25
SECTION 8.2	Hold Harmless Provisions.....	25
SECTION 8.3	Right to Inspect Facility	26
SECTION 8.4	Company to Maintain Its Existence	26

SECTION 8.5	Qualification in State	26
SECTION 8.6	Agreement to File Annual Statements and Provide Information	26
SECTION 8.7	Books of Record and Account; Financial Statements	26
SECTION 8.8	Compliance With Orders Ordinances, Etc.	27
SECTION 8.9	Discharge of Liens and Encumbrances	32
SECTION 8.10	Identification of Equipment	32
SECTION 8.11	Depreciation Deductions and Investment Tax Credit.....	33
SECTION 8.12	Employment Opportunities, Notice of Jobs	33
SECTION 8.13	Limitation of Liability of the Agency	33

ARTICLE IX
ASSIGNMENTS AND SUBLEASING;
MORTGAGE AND PLEDGE OF INTERESTS

SECTION 9.1	Restriction On Sale of Facility; Release of Certain Land.....	34
SECTION 9.2	Removal of Equipment	34
SECTION 9.3	Assignment and Subleasing	35
SECTION 9.4	Mortgage and Pledge of Agency's Interest to Bank	36
SECTION 9.5	[Reserved]	36
SECTION 9.6	Merger of Agency	36

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

SECTION 10.1	Events of Default Defined	37
SECTION 10.2	Remedies on Default.....	39
SECTION 10.3	Remedies Cumulative	41
SECTION 10.4	Agreement to Pay Attorney's Fees and Expenses.....	41
SECTION 10.5	No Additional Waiver Implied by One Waiver	42
SECTION 10.6	Recapture	42

ARTICLE XI
EARLY TERMINATION OF FIRST AMENDED AND RESTATED LEASE AGREEMENT;
OPINION IN FAVOR OF COMPANY

SECTION 11.1	Early Termination of First Amended and Restated Lease Agreement	43
SECTION 11.2	Conditions to Early Termination of First Amended and Restated Lease Agreement.....	43
SECTION 11.3	Obligation to Purchase Facility.....	43
SECTION 11.4	Conveyance on Purchase	44

ARTICLE XII
MISCELLANEOUS

SECTION 12.1	Notices	45
SECTION 12.2	Binding Effect.....	45
SECTION 12.3	Severability	45
SECTION 12.4	Amendments, Changes and Modifications	45
SECTION 12.5	Execution of Counterparts	46
SECTION 12.6	Applicable Law	46
SECTION 12.7	List of Additional Equipment; Further Assurances.....	46
SECTION 12.8	Survival of Obligations	46
SECTION 12.9	Table of Contents and Section Headings not Controlling	46
SECTION 12.10	Subordination to Mortgage	46
SECTION 12.11	Bank Rights.....	46
SECTION 12.12	Effect of First Amended and Restated Lease Agreement.....	47

Exhibit A - Description of Land

Exhibit B - Description of Equipment

Schedule A - Schedule of Definitions

THIS FIRST AMENDED AND RESTATED LEASE AGREEMENT dated as of August 1, 2016 is between the **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York having its office at 584 Phoenix Drive, Rome, New York 13441 (the "Agency"), and **STEPHEN R. SLOAN AS TRUSTEE OF THE SLOAN FAMILY TRUST**, having an address of 11772 Bell Hill Road, Utica, New York 13502 (the "Company").

RECITALS

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

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

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

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

The Agency previously provided financial assistance to the Company with a project consisting of the construction of a 62,000± square foot manufacturing facility (the "Existing Improvements") situated on a 20.5± acre parcel of land situated at 8089 Halsey Road, Town of Whitestown, Oneida County, New York (the "Land"), and the acquisition and installation of equipment in the Existing Improvements (the "Existing Equipment"), all for the manufacturing of roof and floor trusses, wall panels and custom stairs;

The Company has requested the Agency assist with the construction of an 18,000± square foot addition (the "Addition") to the Existing Improvements and the acquisition and installation of equipment in the Addition (the "2016 Equipment" and together with the Existing Equipment, the "Equipment"), all to increase production capabilities;

The Land, the Existing Improvements and the Existing Equipment are referred to collectively as the "Existing Facility," the Addition and the 2016 Equipment are referred to collectively as the "2016 Facility," the Existing Facility and the 2016 Facility are referred to collectively as the "Facility" and the construction and equipping of the Addition is referred to as the "Project";

The Company conveyed fee title to the Existing Facility to the Agency by way of a Bargain and Sale Deed dated February 15, 2006 (the "Deed"), and the Agency leases the Facility to the Company pursuant to a Lease Agreement dated as of February 1, 2006 (the "2006 Lease Agreement")

entered into by and between the Agency and the Company, a memorandum of which was recorded in the Oneida County Clerk's Office on February 16, 2006 at Instrument Number R2006-000213, as the same has been amended and may be further amended from time to time; and

The Company subleases the Existing Facility to S.R. Sloan, Inc. (the "Sublessee") pursuant to a Sublease Agreement dated as of February 1, 2006, as the same may be amended from time to time (the "Sublease Agreement"); and

The Company conveyed to the Agency title to the Existing Equipment, together with all equipment to be installed in connection with the completion of the Facility, pursuant to a Bill of Sale dated February 15, 2006 (the "Bill of Sale") from the Company to the Agency; and

The Company has agreed with the Agency, on behalf of the Agency and as the Agency's agent, to construct and equip the 2016 Facility in accordance with the Plans and Specifications; and

NBT Bank, National Association, a national banking association with a principal office at 52 South Broad Street, Norwich, New York 13815 (the "Bank") financed a portion of the cost of the Existing Facility by making a loan to the Sublessee in the original principal sum of \$2,740,000 secured by a Mortgage, Security Agreement and Assignment of Rents and Leases dated February 15, 2006 (the "Mortgage") from the Agency, the Company and the Sublessee to the Bank, which document was recorded in the Oneida County Clerk's Office; and

The Bank now wishes to finance a portion of the cost of the Project by making a construction loan to the Sublessee in the original principal sum of \$720,000.00 to be secured by (a) a Fee and Leasehold Construction Mortgage and Security Agreement dated on or about August 25, 2016 (the "Construction Mortgage") from the Agency, the Company and the Sublessee to the Bank, which document will be recorded in the Oneida County Clerk's Office and (b) a Commercial Security Agreement dated on or about August 25, 2016 (the "Security Agreement") from the Agency, the Company and the Sublessee to the Bank; and

In order to induce the Company to develop the 2016 Facility, the Agency is willing to maintain its fee interest in the Land, Improvements and Equipment constituting the Existing Facility and lease said Existing Facility to the Company together with the 2016 Facility pursuant to the terms and conditions contained herein; and

The Company proposes to continue to sublease the Existing Facility to the Sublessee together with the 2016 Facility for the term of the First Amended and Restated Lease Agreement pursuant to a First Amendment to Sublease Agreement dated of even date herewith (the "First Amendment to Sublease Agreement").

AGREEMENT

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

ARTICLE I

DEFINITIONS

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

ARTICLE II

REPRESENTATIONS AND COVENANTS

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

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

(b) The Agency will cause the Addition to be constructed and the Equipment to be acquired and installed and will lease the Facility to the Company pursuant to this First Amended and Restated Lease Agreement, all for the Public Purposes of the State.

(c) By resolution adopted on August 30, 2005, the Agency determined that, based upon the review by the Agency of the materials submitted and the representation made by the Company relating to the Existing Facility, the Existing Facility would not have a "significant impact" or "significant effect" on the environment within the meaning of the SEQR Act. By resolution adopted on May 20, 2016, the Agency determined that, based upon the review by the Agency of the materials submitted and the representation made by the Company relating to the Project, the Project would not have a "significant impact" or "significant effect" on the environment within the meaning of the SEQR Act.

(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 By-laws, as amended, or of any corporate restriction or any agreement or instrument to which the Agency is a party or by which it is bound, or result in the creation or imposition of any Lien of any nature upon any of the Property of the Agency under the terms of the Act or any such law, ordinance, Certificate of Establishment, By-laws, restriction, agreement or instrument, except for Permitted Encumbrances.

(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 First Amended and Restated Lease Agreement by the undertaking of the Company to utilize the Facility in Oneida County, New York.

(g) The Agency shall, throughout the Lease Term, take all actions and make all reports on its part required to be taken or made pursuant to the provision of the Act.

Section 2.2 Representations and Covenants of 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 trust duly organized and validly existing under the laws of the State of New York, and has full legal right, power and authority to execute, deliver and perform each of the Company Documents and the other documents contemplated thereby. Each of the Company Documents and the other documents contemplated thereby has been duly authorized, executed and delivered by the Company.

(b) Neither the execution and delivery of any of the Company Documents and the other documents contemplated thereby or the consummation of the transactions contemplated thereby nor the fulfillment of or compliance with the provisions of any of the Company Documents and the other documents contemplated thereby, will conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of the Trust 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, except for Permitted Encumbrances.

(c) The Facility and the design, acquisition, 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 to comply with the provisions of this subsection.

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

(e) The Company will cause the Sublessee to complete the Project in accordance with the terms and provisions of the Plans and Specifications.

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

(g) The Company is entering into this First Amended and Restated Lease Agreement and the Company Documents solely in its capacity as beneficial owner of the Facility, and strictly for the purpose of serving as a conduit for the Agency's financial assistance relating to the Facility. Pursuant to the Sublease Agreement and the First Amendment to Sublease Agreement, the Sublessee has agreed to take such actions on behalf of and in place of the Company under the Company Documents to maintain the Company Documents in full force and effect and to prevent any defaults thereunder.

ARTICLE III

FACILITY SITE AND TITLE INSURANCE

Section 3.1 Agreement to Convey to Agency. The Company has conveyed or has caused to be conveyed to the Agency (i) good and marketable title to the Land, including any buildings, structures or other improvements thereon, and (ii) lien-free title to the Equipment, in each case except for Permitted Encumbrances.

Section 3.2 Title Insurance. The Company may, at its sole cost and expense, obtain a policy of title insurance for the benefit of the Company. The Agency shall cooperate with the Company in its efforts.

Section 3.3 [Reserved]

ARTICLE IV

ACQUISITION, CONSTRUCTION AND EQUIPPING OF 2016 FACILITY

Section 4.1 Acquisition, Construction and Equipping of 2016 Facility.

(a) The Company agrees that, on behalf of the Agency, it will cause the Sublessee to construct the 2016 Facility and complete the Project in accordance with the Plans and Specifications.

(b) The Company may permit the Sublessee to revise the Plans and Specifications from time to time with the written approval of the Agency, which approval may not be unreasonably withheld but which may be subject to such conditions as the Agency may deem appropriate.

(c) Title to all materials, equipment, machinery and other items of Property incorporated or installed in the 2016 Facility shall vest in the Agency immediately upon the Company or the Sublessee obtaining an interest in or to the materials, equipment, machinery and other items of Property. The Company shall execute, deliver and record or file or shall cause the Sublessee to execute, deliver and record or file all instruments necessary or appropriate to so vest title to the Agency and shall take all action necessary or appropriate to protect such title against claims of any third Persons.

(d) By way of its May 26, 2016 letter, the Agency appointed the Sublessee its true and lawful agent, and the Sublessee accepted such agency (i) to construct the 2016 Facility in accordance with the Plans and Specifications, (ii) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instruction with any other Persons, and in general to do all things which may be requisite or proper, all for constructing the Improvements and acquiring and installing the Equipment with the same powers and with the same validity as the Agency could do if acting on its own behalf, (iii) to pay all fees, costs and expenses incurred in the construction of the Addition and the acquisition and installation of the Equipment, and (iv) to ask, demand, sue for, levy, recover and receive all such sums or money, debts, dues and other demands whatsoever which may be due, owing and payable to the Agency under the terms of any contract, order, receipt, or writing in connection with construction and completion of the Addition and the acquisition and installation of the Equipment, and to enforce the provisions of any contract, agreement, obligation, bond or other performance security.

(e) The Company shall cause the Sublessee, as agent for the Agency, to comply with all provisions of the Labor Law of the State applicable to the construction of the 2016 Facility and shall include in all construction contracts all provisions that may be required to be inserted therein by such provisions. Except as provided in the preceding sentence, the provision of this subsection does not create any obligations or duties not created by applicable law outside of the terms of this First Amended and Restated Lease Agreement.

Section 4.2 [Reserved]

Section 4.3 Certificates of Completion. To establish the Completion Date, the Company shall deliver to the Agency a certificate signed by the Company (i) stating that construction and equipping of the 2016 Facility has been completed in accordance with the Plans and Specification therefor; and (ii) stating that the payment of all labor, services, materials and supplies used in such construction and equipping has been made or provided for. The Company agrees to cause the Sublessee to complete the construction of the Facility on or before August 1, 2017.

Section 4.4 [Reserved]

Section 4.5 Remedies to be Pursued Against Contractors, Subcontractors, Materialmen and their Sureties. In the event of a default by any contractor, subcontractor, materialman or other Person under any contract made by it in connection with the Facility or in the event of a breach of

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

ARTICLE V

DEMISING CLAUSES AND RENTAL PROVISIONS

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

Section 5.2 Duration of Lease Term; Quiet Enjoyment.

(a) The Agency delivered to the Company sole and exclusive possession of the Facility (subject to Sections 8.3 and 10.2 hereof) and the leasehold estate created hereby commenced on February 1, 2006, and the Company shall accept possession of the 2016 Facility on the Closing Date.

(b) Except as provided in Section 10.2 hereof, the leasehold estate created hereby shall terminate at 11:59 p.m. on December 31, 2027 or on such earlier date as may be permitted by Section 11.1 hereof.

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

Section 5.3 Rents and Other Amounts Payable.

(a) The Company shall pay basic rent for the Facility as follows: Five Hundred Dollars (\$500.00) per year commencing on the Date of delivery of the Deed and on the First Business Day of each and every January thereafter during the term of this First Amended and Restated Lease Agreement.

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

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

Section 5.4 Obligations of Company Hereunder Unconditional. The obligations of the Company to make the payments required in Section 5.3 hereof, and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be 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 First Amended and Restated Lease Agreement or (iii) terminate this First Amended and Restated Lease Agreement for any cause whatsoever except as otherwise herein provided.

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

Section 5.5 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, this First Amended and Restated Lease Agreement and the First Amended and Restated PILOT Agreement. 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 acquisition, leasing, 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 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 VI

MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE

Section 6.1 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, 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 withheld, the Company from time to time may make any structural additions, modification or improvements to the Facility or any part hereof, provided such actions do not adversely affect the structural integrity of the Facility. All such additions, modifications or improvements made by the Company shall become a part of the Facility and the Property of the Agency. The Company agrees to deliver to the Agency all documents that may be necessary or appropriate to convey to the Agency title to such Property.

Section 6.2 Installation of Additional Equipment. Subject to the provisions of Section 8.10 hereof, the Company or any permitted sublessee of the Company from time to time may install additional machinery, equipment or other personal property in the Facility (which may be attached or affixed to the Facility), and such machinery, equipment or other personal property shall not become, or be deemed to become, a part of the Facility. The Company from time to time may create or permit to be created any Lien on such machinery, equipment and other personal property from the Facility. Further, the Company from time to time may remove or permit the removal of such machinery, equipment and

other personal property from the Facility, provided that any such removal of such machinery, equipment or other personal property shall not occur (i) if any Event of Default which has not been cured has occurred; or (ii) if any such removal shall adversely affect the structural integrity of the Facility or impair the overall operating efficiency of the Facility for the purposes for which it is intended, and provided further, that if any damage is occasioned to the Facility by such removal, the Company agrees to promptly repair such damage at its own expense; or (iii) if any such removal results in the Facility to not constitute a "Project" as such term is defined in the Act.

Section 6.3 Taxes, Assessments and Utility Charges.

(a) The Company agrees to pay, as the same become due and before any fine, penalty, interest (except interest which is payable in connection with legally permissible installment payments) or other cost may be added thereto or become due or be imposed by operation of law for the non-payment thereof, (i) all taxes, payments in lieu of taxes and governmental charges of any kind whatsoever which may at anytime be lawfully assessed or levied against or with respect to the Facility and any machinery, equipment or other Property installed or brought by the Company therein or thereon, including, without limiting the generality of the foregoing, any sales or use taxes imposed with respect to the Facility or any part or component thereof, or the rental or sale of the Facility or any part 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 First Amended and Restated 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 Lease Agreement to pay only such installments as are required to be paid during the Lease Term.

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

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

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

Section 6.4 Insurance Required. At all times throughout the Lease Term, including, when indicated herein, during the Construction Period, the Company shall, at its sole cost and expense, maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type and shall pay, as the same become due and payable, all premiums with respect thereto, including, but not necessarily limited to:

(a) Insurance against loss or damage by fire, lightning and other casualties customarily insured against, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the completed Improvements, exclusive of footings and foundations, as determined by a recognized appraiser or insurer selected by the Company. During the Construction Period, such policy shall be written in the so-called "Builder's Risk Completed Value Non-Reporting Form" and shall contain a provision granting the insured permission to complete and/or occupy.

(b) Workers' compensation insurance, disability benefits insurance and each other form of insurance 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. This coverage shall be in effect from and after the Completion Date or on such earlier date as any employees of the Company, any permitted sublessee, any contractor or subcontractor first occupy the Facility.

(c) Insurance protecting the Agency and the Company against loss or losses from liability imposed by law or assumed in any written contract (including the contractual liability assumed by the Company under Section 8.2 hereof) and arising from personal injury, including bodily injury or death, or damage to the property of others, caused by an accident or occurrence with a limit of liability of not less than \$3,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage), comprehensive automobile liability including all owned, non-owned and hired autos with a limit of liability of not less than \$3,000,000 (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. This coverage shall also be in effect during the Construction Period.

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

(i) Workers' compensation and employer's liability with limits in accordance with applicable law.

(ii) Comprehensive general liability providing coverage for:
Premises and Operations
Products and Completed Operations
Owners Protective
Contractors Protective
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 \$3,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage).

(iii) Comprehensive auto liability, including all owned, non-owned and hired autos, with a limit of liability of not less than \$3,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage).

(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 6.5 Additional Provisions Respecting Insurance.

(a) All insurance required by Section 6.4 hereof shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the entity required to procure the same and authorized to write such insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the procuring entity is engaged. All policies evidencing the insurance required by Section 6.4 hereof shall provide for at least thirty (30) days' prior written notice of the restriction, cancellation or modification thereof to the Agency. The policy evidencing the insurance required by Section 6.4(c) hereof shall name the Agency as an additional insured. All policies evidencing the insurance required by Sections 6.4(d)(ii) and (iii) shall name the Agency and the Company as additional insureds. The policies under Section 6.4(a) shall contain appropriate waivers of subrogation.

(b) All policies or certificates (or binders) of insurance required by Sections 6.4 hereof shall be submitted to the Agency on or before the Closing Date. The Company shall deliver to the Agency before the renewal date of each policy a certificate dated not earlier than the immediately preceding month reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance of the types and in the amounts required by Section 6.4 hereof and complying with the additional requirements of Section 6.5(a) hereof. Prior to the expiration of each such policy, the Company shall furnish the Agency with evidence that such policy has been renewed or replaced or is no longer required by this First Amended and Restated Lease Agreement. The Company shall provide such further information with respect to the insurance coverage required by this First Amended and Restated Lease Agreement as the Agency may from time to time reasonably require.

Section 6.6 Application of Net Proceeds of Insurance. The net proceeds of the insurance carried pursuant to the provisions of Section 6.4 hereof shall be applied as set forth in the Mortgage and in any event shall continue to protect the Agency from any liability whatsoever. Once the Mortgage has been released, the net proceeds shall be applied as follows: (i) the net proceeds of the insurance required by Sections 6.4(a) and (e) hereof shall be applied as provided in Section 7.1 hereof, and (ii) the net proceeds of the insurance required by Sections 6.4(b), (c), and (d) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 6.7 Right of Agency to Pay Taxes, Insurance Premiums and Other Charges. If the Company fails (i) to pay any tax, together with any fine, penalty, interest or cost which may have been added thereto or become due or been imposed by operation of law for nonpayment thereof, or payments-in-lieu-of-taxes pursuant to the First Amended and Restated PILOT Agreement, assessment or other governmental charge required to be paid by Section 6.3 hereof, (ii) to maintain any insurance required to be maintained by Section 6.4 hereof, (iii) to pay any amount required to be paid by any law or ordinance relating to the use or occupancy of the Facility or by any requirement, order or notice of violation thereof issued by any governmental person, (iv) to pay any mechanic's Lien which is recorded or filed against the Facility or any part thereof (unless contested in accordance with the provision of Section 8.9(b) hereof), (v) to pay any real property transfer gains tax, together with any interest and penalties thereon, which is due and payable by reason of a conveyance of the leasehold estate in and to the Facility pursuant to a judicial sale in any foreclosure action or by deed and/or assignment in lieu of foreclosure or (vi) to pay any other amount or perform any act hereunder required to be paid or performed by the Company hereunder, the Agency may but shall not be obligated to pay or cause to be paid such tax or payments-in-lieu-of-taxes pursuant to the First Amended and Restated 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 Lease Agreement unless an Event of Default hereunder shall have occurred and be continuing. Notwithstanding the provisions of this Section 6.7, if, because of the Company's failure to make payments as described in this Section 6.7, either the Agency, or any of its respective members, directors, officers, agents (except the Company), or employees, shall be threatened with a fine, liability, expense or imprisonment, then the Agency may immediately make payment on behalf of the Company in avoidance thereof. No such payment by the Agency shall affect or impair any rights of the Agency hereunder arising in consequence of such failure by the Company. The Company shall, on demand, reimburse the Agency for any amount so paid or for expenses or costs incurred in the performance of any such act by the Agency pursuant to this Section (which shall include all 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 the Bank of America, but in no event more than to the extent permitted by law.

ARTICLE VII

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 7.1 Damage or Destruction of the Facility.

(a) If the Facility or any part or component shall be damaged or destroyed (in whole or in part) at any time during the Lease Term:

(i) the Agency shall have no obligation to replace, repair, rebuild, restore or relocate the Facility; and

(ii) there shall be no abatement or reduction in the amounts payable by the Company under this First Amended and Restated Lease 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 Mortgage, so long as the Mortgage is in effect. After the release of the Mortgage, the net proceeds derived from the insurance shall be paid to the Company, except as otherwise provided in Section 11.1 and subsection (d) hereof.

(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 their option to terminate this First Amended and Restated Lease Agreement pursuant to Section 11.1 hereof such net proceeds shall be applied to the payment of the amounts required to be paid by Section 11.2 hereof. If an Event of Default hereunder shall have occurred and the Agency shall have exercised its remedies under Section 10.2 hereof such net proceeds shall be applied to the payment of the amounts required to be paid by Section 10.2 and Section 10.4 hereof.

Section 7.2 Condemnation.

(a) If title to or use of the Facility shall be taken by Condemnation (in whole or in part) at any time during the Lease Term:

(i) the Agency shall have no obligation to replace, repair, rebuild, restore or relocate the Facility or acquire, by construction or otherwise, facilities of substantially the same nature as the Facility ("Substitute Facilities"); and

(ii) there shall be no abatement or reduction in the amounts payable by the Company under this First Amended and Restated Lease Agreement (whether or not the Facility is replaced, repaired, rebuilt, restored or relocated or Substitute Facilities acquired); and

(iii) upon the occurrence of such Condemnation, the net proceeds derived therefrom shall be paid in accordance with the terms of the Mortgage, so long as the Mortgage is in effect. After the release of the Mortgage, the net proceeds derived therefrom shall be paid to the Company except as otherwise provided in Section 11.1 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 First Amended and Restated Lease Agreement pursuant to Section 11.1 hereof such net proceeds shall be applied to the payment of the amounts required to be paid by Section 11.2 hereof. If any Event of Default hereunder shall have occurred and the Agency shall have exercised its remedies under Section 10.2 hereof such net proceeds shall be applied to the payment of the amounts required to be paid by Section 10.2 and Section 10.4 hereof.

Section 7.3 Condemnation of Company-Owned Property. The Company shall be entitled to the proceeds of any Condemnation award or portion thereof made for damage to or taking of any Property, which, at the time of such damage or taking, is not part of the Facility.

Section 7.4 Waiver of Real Property Law Section 227. The Company hereby waives the provisions of Section 227 of the Real Property Law of the State or any law of like import now or hereafter in effect.

ARTICLE VIII SPECIAL COVENANTS

Section 8.1 No Warranty of Condition or Suitability by Agency. THE AGENCY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE FACILITY OR THAT IT IS OR WILL BE SUITABLE FOR THE COMPANY'S PURPOSES OR NEEDS.

Section 8.2 Hold Harmless Provisions.

(a) The Company agrees that the Agency, its directors, members, officers, agents (except the Company and the Sublessee) 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 the Sublessee) and employees harmless from and against any and all (i) liability for loss or damage to Property or injury to or death of any and all Persons that may be occasioned by, directly or indirectly, any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation or the use thereof or the presence of any Person or Property on, in or about the Facility or the Land or (ii) liability arising from or expense incurred by the Agency's financing, acquiring, constructing, renovating, equipping, owning and leasing of the Facility, including without limiting the generality of the foregoing, all claims arising from the breach by the Company of any of its covenants contained herein, the exercise by the Company of the authority conferred upon it pursuant to Section 4.1(d) of this First Amended and Restated Lease Agreement and all causes of action and attorneys' fees and any other expenses incurred in defending any claims, suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities or expenses of the Agency are not incurred or do not result from the gross negligence or intentional or willful wrongdoing of the Agency, or any of its directors, members, agents (except the Company and the Sublessee) or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence in part of the Agency or any of its members, directors, officers, agents (except the Company and the Sublessee) or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability.

(b) Notwithstanding any other provisions of this First Amended and Restated Lease Agreement, the obligations of the Company pursuant to this Section 8.2 shall remain in full force and effect after the termination of this First Amended and Restated Lease 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 (except the Company and the Sublessee) or employees by any employee or contractor of the Company or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligation of the Company hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, disability benefits or other employee benefit acts.

Section 8.3 Right to Inspect Facility. The Agency and the duly authorized agents of the Agency shall have the right at all reasonable times to inspect the Facility.

Section 8.4 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 amend its Trust Agreement, except as otherwise provided for in the First Amended and Restated Lease Agreement.

Section 8.5 [Intentionally Omitted].

Section 8.6 Agreement to File Annual Statements and Provide Information. The Company shall file or shall cause the Sublessee to 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 by the Sublessee in connection with the 2016 Facility in compliance with Section 874(8) of the New York State General Municipal Law. The Company further agrees whenever requested by the Agency to provide and certify or cause to be provided and certified such information concerning the Company, the Sublessee, its finances, operations and affairs necessary to enable the Agency to make any report required by law, governmental regulation or any of the Agency Documents.

Section 8.7 Books of Record and Account; Financial Statements. The Company at all times agrees to maintain proper accounts, records and book in which full and correct entries shall be made, in accordance with generally accepted accounting principles, of all transactions and events relating to the business and affairs of the Company, and shall cause the Sublessee 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 Sublessee.

Section 8.8 Compliance With Orders, Ordinances, Etc.

(a) The Company, throughout the Lease Term, agrees that it will promptly comply, or cause any sublessee or occupant of the Facility to comply, with all statutes, codes, laws, acts, ordinances, orders, judgments, authorizations, directions and requirements, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Facility or any part thereof or to the acquisition, construction, renovation and equipping thereof, or to any use, manner of use or condition of the Facility or any part thereof, of all federal, state, county, municipal and other governments, departments, commissions, boards, courts, authorities, officials and officers and companies or

associations insuring the premises having jurisdiction of the Facility or any part thereof, or to the acquisition, construction, renovation 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 construction, 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 or in the vicinity of the Facility, any past or present Release or the threat of a Release of any Hazardous Substance on, at or from the Facility or any property adjacent to or within the immediate vicinity of the Facility. If the Company receives or becomes aware of any such notification that is not in writing or otherwise capable of being copied, the Company shall promptly advise the Agency of such verbal, telephonic or electronic notification and confirm such notice in writing. The Company shall undertake and complete all investigations, studies, sampling and testing and all removal or remedial actions necessary to contain, remove and clean up all Hazardous Substances that are or may become present at the Facility and are required to be removed and/or remediated in accordance with all applicable Environmental Laws and all Environmental Permits. The Company shall allow the Agency, its officers, members, employees, agents, representatives, contractors and subcontractors reasonable access to the Facility during regular business hours of the Company for the purposes of ascertaining the environmental conditions at, on or in the vicinity of the Facility, including, but not limited to, subsurface conditions. The Agency shall be liable for any injury to any person, or any damage to any property or the Facility, resulting from any grossly negligent or intentional action of any such respective officer, employee, agent (other than the Company and the Sublessee), representative, contractor, or subcontractor sent by the Agency. 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, clean up and other remedial actions required by any Environmental Law, using methods recommended by the professional engineer or other environmental scientist who prepared said audit report and acceptable to the appropriate federal, state and local agencies or authorities. For purposes of this Section, "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Superfund Amendments and Reauthorization Act of 1986 (Pub.L. No. 99-499, 100 stat. 1613 (1986)), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule, or regulation. 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, 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 and the Sublessee), representatives, contractors and subcontractors relating to, resulting from or arising out of (i) the environmental conditions at, on or in the vicinity of the Facility, (ii) the 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 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 8.8, if, because of a breach or violation of the provisions of subsections (a), (b) or (c) hereof (without giving effect to subsection (d) hereof), the Agency or any of its members, directors, officers, agents, or employees, shall be threatened with a fine, liability, expense or imprisonment, then, upon notice from the Agency, the Company shall immediately provide legal protection and/or pay amounts necessary 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, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses, shall be paid by the Company.

Section 8.9 Discharge of Liens and Encumbrances.

(a) The Company, throughout the Lease Term, shall not permit or create or suffer to be permitted or created any Lien, except for Permitted Encumbrances, upon the Facility or any part thereof by reason of any labor, services or materials rendered or supplied or claimed to be rendered or supplied with respect to the Facility or any part thereof.

(b) Notwithstanding the provisions of subsection (a) hereof, the Company may in good faith contest any such Lien. In such event, the Company may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, unless the Agency shall notify the Company that by nonpayment of any such item or items, the Facility or any

part thereof may be subject to loss or forfeiture, in which event the Company shall promptly secure payment of all such unpaid items by filing a bond, in form and substance satisfactory to the Agency, thereby causing such Lien to be removed or by taking such other actions as may be satisfactory to the Agency to protect their respective interests. Mechanics' Liens shall be discharged or bonded within thirty (30) days of the filing or perfection thereof.

Section 8.10 Identification of Equipment. All Equipment which is or may become the Property of the Agency pursuant to the provisions of this First Amended and Restated Lease Agreement shall be properly identified by the Company by such appropriate records, including computerized records, as may be approved by the Agency. All Equipment and other Property of whatever nature affixed or attached to the Land or used or to be used by the Company in connection with the Land or the Improvements shall be deemed presumptively to be owned by the Agency, rather than the Company, unless the same were utilized for purposes of construction of the Facility or were installed by the Company and title thereto was retained by the Company as provided in Section 6.2 of this First Amended and Restated Lease Agreement and such Equipment and other Property were properly identified by such appropriate records as were approved by the Agency.

Section 8.11 Depreciation Deductions and Investment Tax Credit. The parties agree that, as between them, the Company shall be entitled to all depreciation deductions with respect to any depreciable property comprising a part of the Facility and to any investment credit with respect to any part of the Facility.

Section 8.12 Employment Opportunities, Notice of Jobs. The Company covenants and agrees that, in consideration of the participation of the Agency in the transactions contemplated herein, it will, except as otherwise provided by collective bargaining contracts or agreements to which it is a party, cause the Sublessee to list any new employment opportunities created by the Sublessee in connection with the Facility with the New York State Department of Labor, Community Services Division and with the administrative entity of the service delivery area created pursuant to the Job Training Partnership Act (PL 97-300) in which the Facility is located (collectively the "Referral Agencies"). The Company also agrees that it will cause the Sublessee, except as otherwise provided by collective bargaining contracts or agreements to which the Sublessee is a party, to first consider for such new employment opportunities persons eligible to participate in federal job training partnership (PL 97-300) programs who shall be referred by the Referral Agencies.

Section 8.13 Limitation of Liability of the Agency. The liability of the Agency to the Company under this First Amended and Restated Lease Agreement shall be enforceable only out of the Agency's interest under this First Amended and Restated Lease Agreement, and there shall be no other recourse against the Agency, its officers, members, agents and employees, past, present or future, or any of the property now or hereafter owned by it or them.

ARTICLE IX

ASSIGNMENTS AND SUBLEASING; MORTGAGE AND PLEDGE OF INTERESTS

Section 9.1 Restriction on Sale of Facility; Release of Certain Land.

(a) Except as otherwise specifically provided in this Article IX and in Article X hereof, the Agency shall not sell, convey, transfer, encumber or otherwise dispose of the Facility or any part thereof or any of its rights under this First Amended and Restated Lease 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 First Amended and Restated Lease 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 9.1 shall entitle the Company to any abatement or diminution of the rents payable by it under this First Amended and Restated Lease Agreement.

Section 9.2 Removal of Equipment.

(a) The Agency shall not be under any obligation to remove, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary item of Equipment. In any instance where the Company determines that any item of Equipment (except for the fixtures) has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company with the prior written consent of the Agency (which consent may not be unreasonably withheld but may be subject to such conditions as the Agency may deem appropriate), may remove such items from the Facility and may sell, trade-in, exchange or otherwise dispose of the same, as a whole or in part, provided that such removal will not materially impair the operation of the Facility for the purpose for which it is intended or change the nature of the Facility so that it does not constitute a "project" under the Act.

(b) The Agency shall execute and deliver to the Company all instruments necessary or appropriate to enable the Company to sell or otherwise dispose of any such item of Equipment. The Company shall pay any costs (including counsel fees) incurred in transferring title to any item of Equipment removed pursuant to this Section 9.2.

(c) The removal of any item of Equipment pursuant to this Section shall not entitle the Company to any abatement or diminution of the rents payable by it under this First Amended and Restated Lease Agreement.

Section 9.3 Assignment and Subleasing.

(a) This Lease Agreement may not be assigned, in whole or in part, and the Facility may not be subleased, in whole or in part, without the prior written consent of the Agency in each

instance, except to the Sublessee pursuant to the Sublease Agreement. Any assignment or sublease shall be on the following conditions, as of the time of such assignment or sublease:

- (i) no assignment or sublease shall relieve the Company from primary liability for any of its obligations hereunder;
- (ii) the assignee or sublessee shall assume the obligations of the Company hereunder to the extent of the interest assigned or subleased;
- (iii) the Company shall, within (10) days after the delivery thereof, furnish or cause to be furnished to the Agency a true and complete copy of such assignment or sublease and the instrument of assumption;
- (iv) Neither the validity nor the enforceability of the First Amended and Restated Lease Agreement shall be adversely affected thereby; and
- (v) 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 9.3, 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 9.4 Mortgage and Pledge of Agency's Interests to Bank. The Agency has been requested to (i) mortgage and grant a security interest in its interest in the Facility, and (ii) pledge and assign its rights to and interest in this First Amended and Restated Lease Agreement and in all amounts payable by the Company pursuant to Section 5.3 hereof and all other provisions of this First Amended and Restated Lease Agreement (other than Unassigned Rights), to the Bank. The Agency hereby consents to such mortgage, grant, pledge and assignment by the Agency. Notwithstanding the foregoing, all indemnities herein contained shall subsequent to such mortgage, grant, pledge and assignment continue to run to the Agency for its benefit.

Section 9.5 [Reserved]

Section 9.6 Merger of Agency.

(a) Nothing contained in this First Amended and Restated Lease 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 First Amended and Restated Lease Agreement to be kept and performed by the Agency shall be expressly assumed in writing by the public benefit corporation or political subdivision resulting from such consolidation or surviving such merger or to which the Facility shall be transferred.

(b) Within thirty (30) days after the consummation of any such consolidation, merger or transfer of title, the Agency shall give notice thereof in reasonable detail to the Company and shall furnish to the Company, at the sole cost and expense of the Company, a favorable opinion of Independent Counsel as to compliance with the provisions of Section 9.6(a) hereof. The Agency promptly shall furnish such additional information with respect to any such transaction as the Company may reasonably request.

ARTICLE X

EVENTS OF DEFAULTS AND REMEDIES

Section 10.1 Events of Default Defined.

(a) The following shall be "Events of Default" under this First Amended and Restated Lease Agreement:

(i) the failure by the Company to pay or cause to be paid on the date due, the amount specified to be paid pursuant to Section 5.3(a) and (b) hereof and upon failure to cure such default within five (5) days of receipt of notice as herein provided;

(ii) the failure by the Company to observe and perform any covenant contained in Sections 8.6 and 9.3 hereof;

(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 its part to be observed or performed (except obligations referred to in 10.1(a)(i), (ii), and (iii)) for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, given to the Company by the Agency;

(v) the failure by the Company to release, stay, discharge, lift or bond within thirty (30) days any execution, garnishment, judgment or attachment of such consequence as may impair its ability to carry on its operations; or the failure by the Company generally to pay its debts as they become due; or an assignment by the Company for the benefit of creditors; the commencement by the Company (as the debtor) of a case in Bankruptcy or any proceeding under any other insolvency law; or the commencement of a case in Bankruptcy or any proceeding under any other insolvency law against the Company (as the debtor) and a court having jurisdiction in the premises enters a decree or order for relief against the Company as the debtor in such case or proceeding, or such case or proceeding is consented to by the Company or remains

undismissed for forty (40) days, or the Company consents to or admits the material allegations against it in any such case or proceeding; or a trustee, receiver or agent (however named) is appointed or authorized to take charge of substantially all of the property of the Company for the purpose of enforcing a lien against such Property or for the purpose of general administration of such Property for the benefit of creditors;

(vi) the invalidity, illegality or unenforceability of the First Amended and Restated PILOT Agreement or the failure of the Company or the Sublessee to make payments thereunder when due;

(vii) a breach of any covenant or representation contained in Section 8.8 hereof with respect to environmental matters; or

(viii) failure to maintain insurance as provided for in Section 6.4 and Section 6.5 herein.

(b) Notwithstanding the provisions of Section 10.1(a), if by reason of force majeure any party hereto shall be unable in whole or in part to carry out its obligations under Sections 4.1 and 6.1 of this First Amended and Restated Lease 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 First Amended and Restated Lease 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, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident to machinery, transmission pipes or canals, shortages of labor or materials or delays of carriers, partial or entire failure of utilities, shortage of energy or any other cause or event not reasonably within the control of the party claiming such inability and not due to its fault. The party claiming such inability shall remove the cause for the same with all reasonable promptness. It is agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the party having difficulty, and the party having difficulty shall not be required to settle any strike, lockout and other industrial disturbances by acceding to the demands of the opposing party or parties.

Section 10.2 Remedies on Default.

(a) Whenever any Event of Default shall have occurred, the Agency may take, to the extent permitted by law, any one or more of the following remedial steps:

(i) declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable: (A) all unpaid

installments of rent payable pursuant to Section 5.3(a) and (b) hereof and (B) all other payments due under this First Amended and Restated Lease Agreement; provided, however, that if an Event of Default specified in Section 10.1(a)(v) hereof shall have occurred, such installments of rent and other payments due under this First Amended and Restated Lease Agreement shall become immediately due and payable without notice to the Company or the taking of any other action by the Agency;

(ii) reconvey the Facility to the Company and terminate the First Amended and Restated PILOT Agreement. The Agency shall have the right to execute an appropriate deed with respect to the Facility and to place the same on record in the Oneida County Clerk's Office, at the expense of the Company, and in such event the Company waives delivery and acceptance of such deed. The Company does hereby appoint the Agency as its true and lawful agent to execute such instruments and documents as may be necessary and appropriate to effectuate such reconveyance as aforesaid. Such appointment of the Agency as the agent of the Company shall be deemed to be an agency coupled with an interest and such appointment shall be irrevocable;

(iii) take any other action at law or in equity which may appear necessary or desirable to collect the payments then due or thereafter to become due hereunder, to secure possession of the Facility, and to enforce the obligations, agreements or covenants of the Company under this First Amended and Restated Lease Agreement.

(b) No action taken pursuant to this Section 10.2 shall relieve the Company from its obligation to make all payments required hereunder.

Section 10.3 Remedies Cumulative. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Lease 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 X, it shall not be necessary to give any notice, other than such notice as may be herein expressly required in this Lease Agreement.

Section 10.4 Agreement to Pay Attorneys' Fees and Expenses. In the event the Company should default under any of the provisions of this Lease 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 fees of such attorneys and such other expenses so incurred.

Section 10.5 No Additional Waiver Implied by One Waiver. In the event any agreement contained herein should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.6 Recapture. The financial assistance granted by the Agency and the lease of the Facility are subject to a Jobs Creation and Recapture Agreement dated as of August 1, 2016 by the Company and the Sublessee for the benefit of the Agency (the "Jobs Creation Agreement"), which is incorporated herein by reference.

ARTICLE XI

EARLY TERMINATION OF FIRST AMENDED AND RESTATED LEASE AGREEMENT; OPTION IN FAVOR OF COMPANY

Section 11.1 Early Termination of First Amended and Restated Lease Agreement. The Company shall have the option to terminate this First Amended and Restated Lease 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 11.2 hereof shall be made (which date shall not be less than 45 nor more than 90 days from the date such certificate is filed) and upon compliance with the requirements set forth in Section 11.2 hereof. The Company acknowledges that exercising its option to terminate pursuant to this Section shall constitute an Event of Default under the Jobs Creation Agreement.

Section 11.2 Conditions to Early Termination of First Amended and Restated Lease Agreement. In the event the Company exercises its option to terminate this First Amended and Restated Lease Agreement in accordance with the provisions of Section 11.1 hereof, the Company shall make the following payments:

(a) To the Agency or the Taxing Authorities (as such term is defined in the First Amended and Restated PILOT Agreement), as appropriate pursuant to the terms of the First Amended and Restated PILOT Agreement: all amounts due and payable under the First Amended and Restated PILOT Agreement as of the date of the conveyance described in Section 11.3 hereof, including all amounts due and payable resulting from a default under the Job Creation 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 11.3 Obligation to Purchase Facility. Upon termination or expiration of the Lease Term, in accordance with Sections 5.2 or 11.1 hereof, the Company shall purchase the Facility from the Agency for the purchase price of One Dollar (\$1.00). The Company shall purchase the Facility by giving written notice to the Agency (which may be contained in the certificate referred to in Section 11.1 hereof) (i) declaring the Company's election to purchase and (ii) fixing the date of closing such purchase, which shall be the date on which this First Amended and Restated Lease Agreement is to be terminated or terminates.

Section 11.4 Conveyance on Purchase. At the closing of any purchase of the Facility pursuant to Section 11.3 hereof, the Agency shall, upon receipt of the purchase price, deliver to the Company all necessary documents (i) to convey to the Company title to the Property being purchased, as

such Property exists, subject only to the following: (A) any Liens to which title to such Property was subject when 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 Lease 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 conveyance of the Facility by the Agency to the Company pursuant to this Article XI, the First Amended and Restated PILOT Agreement shall terminate.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Notices. All notices, certificates and other communications hereunder shall be in writing and shall be either delivered personally or sent by certified mail, postage prepaid, return receipt requested, addressed as follows or to such other address as any party may specify in writing to the other:

To the Agency:

Oneida County Industrial Development Agency
584 Phoenix Drive
Rome, New York 13441
Attn: Executive Director

With a Copy to:

Linda E. Romano, Esq.
Bond, Schoeneck & King, PLLC
501 Main Street
Utica, New York 13501

To the Company:

The Sloan Family Trust
11772 Bell Hill Road
Utica, New York 13502
Attn.: Stephen R. Sloan, Trustee

With a Copy to:

Saunders Kahler, L.L.P.

185 Genesee Street, Suite 1400
Utica, New York 13501
Attn.: Camille T. Kahler, Esq.

To the Bank:

NBT Bank, National Association
52 S. Broad Street
Norwich, New York 13815
Attn.: Senior Vice President of Commercial Lending

With a copy to:

Kowalczyk, Deery and Broadbent, LLP
185 Genesee Street, 12th Floor
Utica, New York 13501
Attn.: Andrew S. Kowalczyk III, Esq.

Section 12.2 Binding Effect. This First Amended and Restated Lease Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

Section 12.3 Severability. In the event any provision of this First Amended and Restated Lease Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12.4 Amendments, Changes and Modifications. This First Amended and Restated Lease Agreement may not be amended, changed, modified, altered or terminated except in a writing executed by the parties hereto.

Section 12.5 Execution of Counterparts. This First Amended and Restated Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.6 Applicable Law. This First Amended and Restated Lease Agreement shall be governed exclusively by the applicable laws of the State without regard or reference to its conflict of laws principles.

Section 12.7 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, if requested by the Agency, the Company shall prepare and deliver to the Agency a schedule listing all of the Equipment not previously described in this First Amended and Restated Lease 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 First Amended and Restated Lease Agreement.

Section 12.8 Survival of Obligations. This First Amended and Restated Lease 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 First Amended and Restated Lease Agreement.

Section 12.9 Table of Contents and Section Headings not Controlling. The Table of Contents and the headings of the several Sections in this First Amended and Restated Lease 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 First Amended and Restated Lease Agreement.

Section 12.10 Subordination to Mortgage. This First Amended and Restated Lease 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 Lien of the Mortgage, the Construction Mortgage, and all extensions, renewals or amendments thereof. The subordination of this First Amended and Restated Lease Agreement to the Mortgage and the Construction Mortgage 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 12.11 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 First Amended and Restated Lease 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. Failure of the Bank to consent to a modification of this First Amended and Restated Lease Agreement by the Agency shall constitute an Event of Default.

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

(d) In the event of any default by the Company under this First Amended and Restated Lease 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 First Amended and Restated Lease 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.

(g) Notwithstanding any provision of this First Amended and Restated Lease Agreement or any other Company Document to the contrary, foreclosure of a mortgage or any sale of the Company's interest in this First Amended and Restated Lease 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 First Amended and Restated Lease 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.

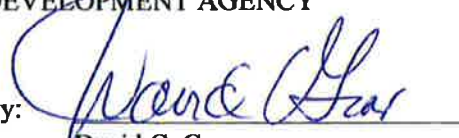
Section 12.12 Effect of First Amended and Restated Lease Agreement. This First Amended and Restated Lease Agreement amends and restates the 2006 Lease Agreement in its entirety, and shall take effect on the date first above written.

[signature page follows]

IN WITNESS WHEREOF, the Agency and the Company have caused this **First Amended and Restated Lease Agreement** to be executed in their respective names by its duly authorized officers, all as of August 1, 2016.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By:



David C. Grow
Its Chairman

THE SLOAN FAMILY TRUST

By:



Stephen R. Sloan
Its Trustee

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

On the 14th day of August 2016 before me, the undersigned a notary public in and for said state, personally appeared **David C. Grow**, Chairman of Oneida County Industrial Development Agency, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

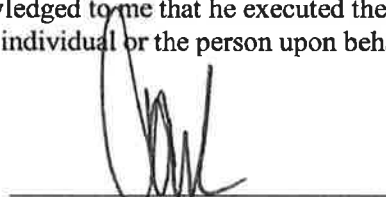


Notary Public

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

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

On the 25 day of August 2016 before me, the undersigned a notary public in and for said state, personally appeared **Stephen R. Sloan, Trustee of The Sloan Family Trust**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

CAMILLE T. KAHLER
NOTARY PUBLIC, State of New York
Appointed in Oneida County
No. 02KA4804252
Commission Expires: October 31, 2018

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Whitestown, County of Oneida and State of New York, bounded and described as follows:

Beginning at a point on the easterly boundary of Kirk M. Levitt (now or formerly) as described in a Warranty Deed dated August 26, 1996, and filed in the Oneida County Clerk's Office in Liber 2751 of Deeds at Page 132, said point standing therein distant N 35° 15' 58" E 269.02 feet as measured along the easterly boundary of Kirk M. Levitt from an iron pin standing at the intersection of the easterly boundary of Kirk M. Levitt with the northerly highway boundary of Halsey Road; thence N 35° 15' 58" E 1345.68 feet along the easterly boundary of Kirk M. Levitt and then along the easterly boundary of Kirk M. Levitt and Anne H. Wiley (now or formerly) to a point; thence S 44° 12' 29" E 716.08 feet to a point; thence S 20° 23' 45" W 604.37 feet to a point; thence S 35° 19' 10" W 278.25 feet to a point; thence N 77° 02' 50" W 928.39 feet to the point and place of beginning.

The above described parcel containing 20.500 acres (892,980.0+/- sq.ft.) of land, more or less.

Together with a right of way for ingress and egress to and from Halsey Road to the above described premises, said right of way being described as follows:

Beginning at a point on the northerly highway boundary of Halsey Road, said point standing therein distant N 40° 19' 31" W 107.38 feet as measured along the northerly highway boundary of Halsey Road from a point standing at the intersection of the northerly highway boundary of Halsey Road with the westerly boundary of Lynda O. Huther and Vicki Marston (now or formerly), as described in a Warranty Deed dated February 4, 1997 and filed in the Oneida County Clerk's Office in Liber 2768 of Deeds at Page 384; thence N 40° 19' 31" W 60.95 feet along the northerly highway boundary of Halsey Road to a point; thence N 39° 32' 28" E 370.46 feet to a point standing on a curve to the right; thence northeasterly 184.01 feet along said curve to the right with a radius of 730.00 feet and a delta of 14° 26' 31" to a point of curvature to the left; thence northeasterly, northerly and then northwesterly 556.22 feet along said curve to the left with a radius of 320.00 feet and a delta of 99° 35' 27" to a point; thence N 45° 36' 27" W 97.42 feet to a point; thence S 35° 19' 10" W 105.24 feet to a point; thence N 84° 07' 31" W 177.99 feet to a point standing on the easterly boundary of the above described 20.500 +/- acre parcel; thence N 35° 19' 10" E 278.25 feet along the easterly boundary of the above described 20.500 +/- acre parcel to a point; thence S 45° 36' 27" E 263.96 feet to a point standing on a curve to the right; thence southeasterly, southerly and then southwesterly 660.51 feet along said curve to the right with a radius of 380.00 feet and a delta of 99° 35' 27" to a point standing on a curve to the left; thence southwesterly 168.88 feet along said curve to the left with a radius of 670.0 feet and a delta of 14° 26' 31" to a point; thence S 39° 32' 28" W 381.18 feet to the point and place of beginning.

The above described right of way containing 2.530 acres (110,200.2 +/- sq. ft.) of land, more or less.

EXHIBIT B

EQUIPMENT

All fixtures, building materials, machinery, office equipment and items of personal property acquired, constructed and installed and/or to be acquired, constructed and installed in connection with the completion of the The Sloan Family Trust/S.R. Sloan, Inc. Facility located in the Town of Whitestown, Oneida County, New York.

SCHEDULE A
SCHEDULE OF DEFINITIONS

"2006 Lease Agreement" means the Lease Agreement by and between the Company and the Agency dated as of February 1, 2006, as the same has been amended and may be further amended from time to time.

"2016 Equipment" means all machinery, equipment and other personal property used and to be used in connection with the construction of the Addition.

"2016 Facility" means the Addition and the 2016 Equipment.

"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.

"Addition" means the 18,000± square foot addition to the Existing Improvements.

"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 First Amended and Restated Lease Agreement, the First Amended and Restated Environmental Compliance and Indemnification Agreement, the Construction Mortgage, the Security Agreement, the Subordination Agreement, the First Amended and Restated PILOT Agreement and the PILOT Mortgage.

"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, the Trustee; in the case of the Sublessee, the President; and in the case of all, such additional persons as, at the time, are designated to act on behalf of the Agency, the Company or the Sublessee, as the case may be, by written certificate furnished to the Agency, Company or Sublessee, as the case may be, containing the specimen signature of each such person and signed on behalf of (i) the Agency by the Chairman, Vice Chairman, Secretary, Assistant Secretary or Executive Director of the Agency, or (ii) the Company by the Trustee of the Company or (iii) the Sublessee by the President of the Sublessee.

"Authorizing Resolution" means the resolution adopted by the Agency on the 20th day of May 2016 authorizing the execution and delivery of the Agency Documents as such resolution may be amended and supplemented from time to time.

"Bank" means NBT Bank, National Association, a national banking association with a principal office at 52 South Broad Street, Norwich, New York 13815 and its successors and/or assigns.

"Bill of Sale" means the Bill of Sale given by the Company to the Agency with respect to the Equipment, dated February 1, 2006, as the same may be amended from time to time.

"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 First Amended and Restated Lease Agreement.

"Company" means The Sloan Family Trust, having an address of 11772 Bell Hill Road, Utica, New York 13502, and its successors and assigns.

"Company Documents" means the First Amended and Restated Lease Agreement, the First Amendment to Sublease Agreement, the First Amended and Restated Environmental Compliance and Indemnification Agreement, the Job Creation Agreement, the Construction Mortgage, the Security Agreement, the First Amended and Restated PILOT Agreement and the PILOT Mortgage.

"Completion Date" means the date of completion of the Addition as certified to pursuant to Section 4.3 of the First Amended and Restated Lease Agreement.

"Condemnation" means the taking of title to, or the use of, Property under the exercise of the power of eminent domain by any governmental entity or other Person acting under governmental authority.

"Construction Mortgage" means the Fee and Leasehold Construction Mortgage and the Security Agreement by the Company, the Sublessee and the Agency to the Bank and the Assignment of Leases and Rents by the Company and the Sublessee to the Bank, each dated the Closing Date.

"Construction Period" means the period (a) beginning on the earlier of (i) the date of commencement of construction and equipping of the Addition, which date shall not be prior to March 18, 2016, or (ii) the Closing Date and (b) ending on the Completion Date.

"Deed" means the Deed given by the Company to the Agency with respect to the Land and the existing improvements thereon, dated February 15, 2006.

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

"Event of Default" means any of the events defined as Events of Default by Section 10.1 of the Lease Agreement.

"Existing Equipment" means all machinery, equipment and other personal property used in connection with the construction of the Existing Facility as described in Exhibit B to the 2006 Lease Agreement.

"Existing Facility" means the Land, the Improvements and the Equipment leased to the Company under the 2006 Lease Agreement.

"Existing Improvements" means the 62,000± square foot manufacturing facility situated on the Land.

"Facility" means the Existing Facility and the 2016 Facility leased to the Company under the First Amended and Restated Lease Agreement.

"First Amended and Restated Environmental Compliance and Indemnification Agreement" means the Environmental Compliance and Indemnification Agreement dated as of August 1, 2016 by and among the Agency, the Company and the Sublessee.

"First Amended and Restated Lease Agreement" means the First Amended and Restated Lease Agreement dated as of August 1, 2016 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.

"First Amended and Restated PILOT Agreement" means the First Amended and Restated Payment-in-Lieu-of-Tax Agreement dated as of August 1, 2016 between the Company and the Agency, as amended from time to time.

"First Amendment to Sublease Agreement" means the First Amendment to Sublease Agreement dated as of August 1, 2016 between the Company and the Sublessee.

"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.

"Improvements" means 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, the Bank, the Sublessee or the Company.

"Job Creation and Recapture Agreement" means the Job Creation and Recapture Agreement dated as of August 1, 2016 by the Company and the Sublessee for the benefit of the Agency, as the same may be amended from time to time.

"Land" means the property leased by the Agency to the Company pursuant to the First Amended and Restated Lease Agreement and more particularly described in Exhibit A attached thereto.

"Lease Term" means the duration of the leasehold estate created in the First Amended and Restated Lease Agreement as specified in Section 5.2 of the First Amended and Restated Lease Agreement.

"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.

"Mortgage" means the Construction/Permanent Mortgage, Security Agreement and Assignment of Rents and Leases by the Company, the Sublessee and the Agency to the Bank dated February 15, 2006.

"Permitted Encumbrances" means (i) exceptions to title set forth in the Title Report, (ii) the Lease Agreement and the First Amended and Restated Lease 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, (vi) the Mortgage, (vii) the Construction Mortgage and (viii) the PILOT Mortgage.

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

"PILOT Agreement" means the Payment-in-Lieu-of-Tax Agreement dated as of February 1, 2006 by and among the Company, the Sublessee and the Agency, as the same has been amended and may be further amended, supplemented or extended from time to time.

"PILOT Mortgage" means the PILOT Mortgage dated the Closing Date from the Company, the Sublessee and the Agency to the Agency for the benefit of the taxing authorities, as the same may be amended, supplemented or extended from time to time.

"Plans and Specifications" means the description of the construction and equipping of the Addition, contained in the Company's and the Sublessee's Application for Financial Assistance and approved by the Agency, as revised from time to time in accordance with the First Amended and Restated Lease 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.

"Schedule of Definitions" means the words and terms set forth in this Schedule of Definitions attached to the First Amended and Restated Lease Agreement, as the same may be amended from time to time.

"Security Agreement" means the Commercial Security Agreement dated the Closing Date from the Company, the Sublessee and the Agency to the Bank.

"SEQR Act" means the State Environmental Quality Review Act and the regulations thereunder.

"State" means the State of New York.

"Sublease Agreement" means the Sublease Agreement between the Company and the Sublessee dated as of February 1, 2006, as the same may be amended from time to time.

"Sublessee" means S.R. Sloan, Inc., a New York corporation having a mailing address of P.O. Box 560, New Hartford, New York 13413, and its successors and assigns.

"Sublessee Documents" means the First Amended and Restated PILOT Agreement, the First Amendment to Sublease Agreement, the First Amended and Restated Environmental Compliance and Indemnification Agreement, the Job Creation Agreement, the Construction Mortgage, the Security Agreement and the PILOT Mortgage.

"Substitute Facilities" means facilities of substantially the same nature as the proposed Facility.

"Subordination Agreement" means the Subordination Agreement dated the Closing Date by and between the Agency and the Bank.

"Title Report" means Certificate of Title No. 5305-88116 issued by Ticor Title Insurance Company to the Bank on October 20, 2006 and redated and recertified on February 15, 2006.

"Transaction Counsel" means the law firm of Bond, Schoeneck & King, PLLC.

"Transaction Documents" means the Agency Documents, the Company Documents and the Sublessee Documents.

"Unassigned Rights" means the rights of the Agency and moneys payable pursuant to and under Sections 5.3, 6.4(b) and (c), 6.7, 8.2, 8.8, 10.2(a), 10.4(a) and 11.2(b) of the First Amended and Restated Lease Agreement.



ONEIDA COUNTY – STATE OF NEW YORK
 SANDRA J. DEPERNO COUNTY CLERK
 800 PARK AVENUE, UTICA, NEW YORK 13501

COUNTY CLERK'S RECORDING PAGE
 THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



INSTRUMENT #: R2016-001054

Receipt#: 2016727125
 Clerk: BB
 Rec Date: 08/26/2016 03:15:02 PM
 Doc Grp: MR
 Descrip: LEASE (ANY)
 Num Pgs: 5

Party1: ONEIDA COUNTY INDUSTRIAL
 DEVELOPMENT AGENCY
 Party2: SLOAN STEPHEN R - TRUSTEE OF THE
 SLOAN FAMILY TRUST
 Town: WHITESTOWN

Recording:
 Cover Page 20.00
 Number of Pages 25.00
 Cultural Ed 14.25
 Records Management - Coun 1.00
 Records Management - Stat 4.75
 TP584 5.00

Sub Total: 70.00

Transfer Tax
 Transfer Tax 0.00

Sub Total: 0.00

Total: 70.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
 Transfer Tax #: 530
 Exempt
 Consideration: 1.00

Total: 0.00

Record and Return To:

BOND SCHOENECK & KING PLLC
 501 MAIN STREET
 UTICA NEW YORK 13501

WARNING ***

I hereby certify that the within and foregoing was recorded in the Oneida County Clerk's Office, State of New York. This sheet constitutes the Clerk's endorsement required by Section 316 of the Real Property Law of the State of New York.

Sandra J. DePerno
 Oneida County Clerk

Memorandum of First Amended and Restated Lease Agreement

The undersigned **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York having its principal office at 584 Phoenix Drive, Rome, New York 13441 (the "Agency"), and **STEPHEN R. SLOAN AS TRUSTEE OF THE SLOAN FAMILY TRUST**, having an address of 11772 Bell Hill Road, Utica, New York 13502 (the "Company") entered into a First Amended and Restated Lease Agreement as of the 1st day of August 2016 between the Agency and the Company (the "First Amended and Restated Lease Agreement").

The Agency and the Company entered into Lease Agreement dated as of February 1, 2006, as amended (the "2006 Lease Agreement"), a memorandum of which was recorded in the Oneida County Clerk's Office on February 16, 2006 at Instrument Number R2006-000213, covering the premises described in Exhibit A and equipment described in Exhibit B attached hereto and made a part hereof.

The Agency and the Company entered into the First Amended and Restated Lease Agreement to amend and restate the provisions of the Lease Agreement.

The First Amended and Restated Lease Agreement provides for the rental of the premises by the Company for a term commencing the 1st day of February 2006 and terminating at 11:59 p.m. on December 31, 2027 (the "Lease Term").

The Company has the obligation to purchase the premises and equipment for One Dollar (\$1.00) upon expiration of the Lease Term.

The First Amended and Restated Lease Agreement is available for inspection during normal business hours at the offices of the Agency indicated above.

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

[signature pages follow]

2016727125 Clerk: BB

R2016-001054
08/26/2016 03:15:02 PM
LEASE (ANY)
5 Pages
Sandra J. DePerno, Oneida County Clerk

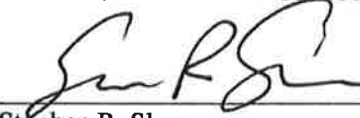
Record and Return to:
Bond, Schoeneck & King, PLLC
501 Main Street
Utica NY 13501

IN WITNESS WHEREOF, the Agency and the Company have caused this Memorandum of First Amended and Restated Lease Agreement to be executed in their respective names on August 25, 2016.

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

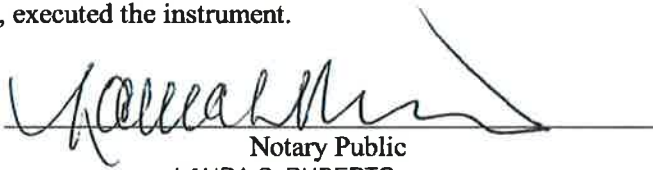
By: 
David C. Grow
Its Chairman

THE SLOAN FAMILY TRUST

By: 
Stephen R. Sloan
Its Trustee

STATE OF NEW YORK)
) SS:
COUNTY OF ONEIDA)

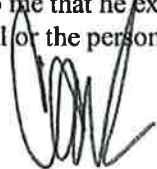
On the 11th day of August 2016 before me, the undersigned a notary public in and for said state, personally appeared **David C. Grow**, Chairman of Oneida County Industrial Development Agency, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



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

STATE OF NEW YORK)
) SS:
COUNTY OF ONEIDA)

On the 28th day of August 2016 before me, the undersigned a notary public in and for said state, personally appeared **Stephen R. Sloan, Trustee of The Sloan Family Trust**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
CAMILLE T. KAHLER
NOTARY PUBLIC, State of New York
Appointed in Oneida County
No. 02KA4804252
Commission Expires: October 31, 2018

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Whitestown, County of Oneida and State of New York, bounded and described as follows:

Beginning at a point on the easterly boundary of Kirk M. Levitt (now or formerly) as described in a Warranty Deed dated August 26, 1996, and filed in the Oneida County Clerk's Office in Liber 2751 of Deeds at Page 132, said point standing therein distant N 35° 15' 58" E 269.02 feet as measured along the easterly boundary of Kirk M. Levitt from an iron pin standing at the intersection of the easterly boundary of Kirk M. Levitt with the northerly highway boundary of Halsey Road; thence N 35° 15' 58" E 1345.68 feet along the easterly boundary of Kirk M. Levitt and then along the easterly boundary of Kirk M. Levitt and Anne H. Wiley (now or formerly) to a point; thence S 44° 12' 29" E 716.08 feet to a point; thence S 20° 23' 45" W 604.37 feet to a point; thence S 35° 19' 10" W 278.25 feet to a point; thence N 77° 02' 50" W 928.39 feet to the point and place of beginning.

The above described parcel containing 20.500 acres (892,980.0+/- sq.ft.) of land, more or less.

Together with a right of way for ingress and egress to and from Halsey Road to the above described premises, said right of way being described as follows:

Beginning at a point on the northerly highway boundary of Halsey Road, said point standing therein distant N 40° 19' 31" W 107.38 feet as measured along the northerly highway boundary of Halsey Road from a point standing at the intersection of the northerly highway boundary of Halsey Road with the westerly boundary of Lynda O. Huther and Vicki Marston (now or formerly), as described in a Warranty Deed dated February 4, 1997 and filed in the Oneida County Clerk's Office in Liber 2768 of Deeds at Page 384; thence N 40° 19' 31" W 60.95 feet along the northerly highway boundary of Halsey Road to a point; thence N 39° 32' 28" E 370.46 feet to a point standing on a curve to the right; thence northeasterly 184.01 feet along said curve to the right with a radius of 730.00 feet and a delta of 14° 26' 31" to a point of curvature to the left; thence northeasterly, northerly and then northwesterly 556.22 feet along said curve to the left with a radius of 320.00 feet and a delta of 99° 35' 27" to a point; thence N 45° 36' 27" W 97.42 feet to a point; thence S 35° 19' 10" W 105.24 feet to a point; thence N 84° 07' 31" W 177.99 feet to a point standing on the easterly boundary of the above described 20.500 +/- acre parcel; thence N 35° 19' 10" E 278.25 feet along the easterly boundary of the above described 20.500 +/- acre parcel to a point; thence S 45° 36' 27" E 263.96 feet to a point standing on a curve to the right; thence southeasterly, southerly and then southwesterly 660.51 feet along said curve to the right with a radius of 380.00 feet and a delta of 99° 35' 27" to a point standing on a curve to the left; thence southwesterly 168.88 feet along said curve to the left with a radius of 670.0 feet and a delta of 14° 26' 31" to a point; thence S 39° 32' 28" W 381.18 feet to the point and place of beginning.

The above described right of way containing 2.530 acres (110,200.2 +/- sq. ft.) of land, more or less.

EXHIBIT B

EQUIPMENT

All fixtures, building materials, machinery, office equipment and items of personal property acquired, constructed and installed and/or to be acquired, constructed and installed in connection with the completion of the The Sloan Family Trust/S.R. Sloan, Inc. Facility located in the Town of Whitestown, Oneida County, New York.

Recording office time stamp

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

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

Schedule A – Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor) ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY Mailing address 584 PHOENIX DRIVE City State ZIP code ROME NY 13441 Single member's name if grantor is a single member LLC (see instructions)	Social security number Social security number Federal EIN 16-6158201 Single member EIN or SSN
Grantee/Transferee <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee) THE SLOAN FAMILY TRUST Mailing address 11772 BELL HILL ROAD City State ZIP code UTICA NY 13502 Single member's name if grantee is a single member LLC (see instructions)	Social security number Social security number Federal EIN 20-6741095 Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
304.000-1-62.3	301300	8089 HALSEY ROAD	WHITESTOWN	ONEIDA

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house 2 <input type="checkbox"/> Residential cooperative 3 <input type="checkbox"/> Residential condominium 4 <input type="checkbox"/> Vacant land	5 <input checked="" type="checkbox"/> Commercial/Industrial 6 <input type="checkbox"/> Apartment building 7 <input type="checkbox"/> Office building 8 <input type="checkbox"/> Other _____	Date of conveyance <table border="1" style="display: inline-table; text-align: center;"> <tr> <td style="width: 20px;">08</td> <td style="width: 20px;">25</td> <td style="width: 20px;">2016</td> </tr> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> </table>	08	25	2016	month	day	year	Percentage of real property conveyed which is residential real property _____ 0 % (see instructions)
08	25	2016							
month	day	year							

Condition of conveyance (check all that apply)

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

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

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

m. <input type="checkbox"/> Leasehold assignment or surrender |
| c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %) | h. <input type="checkbox"/> Conveyance of cooperative apartment(s) | n. <input checked="" type="checkbox"/> Leasehold grant |
| d. <input type="checkbox"/> Conveyance to cooperative housing corporation | i. <input type="checkbox"/> Syndication | o. <input type="checkbox"/> Conveyance of an easement |
| e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584) | j. <input type="checkbox"/> Conveyance of air rights or development rights
k. <input type="checkbox"/> Contract assignment | p. <input checked="" type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)

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

r. <input type="checkbox"/> Conveyance pursuant to divorce or separation |

For recording officer's use

Stamp# 530
 Instr # R2016-001054
 Tax 0

Receipt # 2016727125
 Date 08/26/2016
 Time 03:15:02 PM

Transaction number

or (describe) IDA LEASE

Schedule B – Real estate transfer tax return (Tax Law, Article 31)

Part I – Computation of tax due

1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) <input checked="" type="checkbox"/> Exemption claimed	1.	1	00
2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)	2.		
3 Taxable consideration (subtract line 2 from line 1)	3.		
4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3	4.		
5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)	5.		
6 Total tax due* (subtract line 5 from line 4)	6.		

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

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

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

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

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

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

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

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

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

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

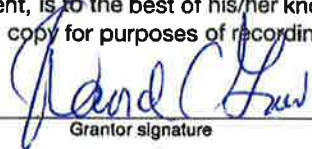
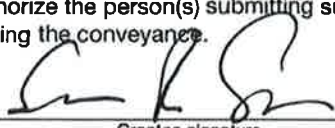
Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

Other (attach detailed explanation).

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

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

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

 _____ Grantor signature	CHAIRMAN _____ Title	 _____ Grantee signature	TRUSTEE _____ Title
Grantor signature	Title	Grantee signature	Title

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

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

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

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

Part I - New York State residents

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

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

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

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

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

Part II - Nonresidents of New York State

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

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

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

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

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

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