

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

(ONEIDA COUNTY, NEW YORK)

and

GRIFFISS LOCAL DEVELOPMENT CORPORATION

LEASE AGREEMENT

Dated as of July 1, 2012

(GRIFFISS LOCAL DEVELOPMENT CORPORATION I-XII and XIV FACILITIES)

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THIS LEASE AGREEMENT, dated as of July 1, 2012 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 **GRIFFISS LOCAL DEVELOPMENT CORPORATION**, a not-for-profit local development corporation duly organized and validly existing under the laws of the State of New York with its principal office at 584 Phoenix Drive, Rome, New York 13441 (the "Company").

RECITALS

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

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

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

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

The Facility shall consist of the land described in Exhibit A hereto (the "Land") and all improvements now or hereafter located thereon (the "Improvements") (the Land and the Improvements being, collectively, the "Facility");

The Agency proposes to lease the Facility to the Company, and the Company desires to rent the Facility from the Agency, upon the terms and conditions set forth in this Lease 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 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 is leasing the Facility to the Company pursuant to this Lease Agreement for the Public Purposes of the State.

(c) 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.

(d) 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.

(e) The Agency has been induced to enter into this Lease Agreement by the undertaking of the Company to continue its efforts to develop and market the Facility, thereby advancing the job opportunities, general prosperity and economic welfare of the people.

(f) 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 local development corporation duly organized and validly existing under the laws of the State of New York, and has full legal right, power and authority to execute, deliver and perform each of the Company Documents and the other documents contemplated thereby. Each of the Company Documents and the other documents contemplated thereby has been duly authorized, executed and delivered by the Company.

(b) Neither the execution and delivery of any of the Company Documents and the other documents contemplated thereby or the consummation of the transactions contemplated thereby nor the fulfillment of or compliance with the provisions of any of the Company Documents and the other

documents contemplated thereby, will conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of any law or ordinance of the State or any political subdivision thereof, or any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or result in the creation or imposition of any Lien of any nature upon any of the Property of the Company under the terms of any such law, ordinance, restriction, agreement or instrument, except for Permitted Encumbrances.

(c) The Facility and the operation thereof will conform with all applicable zoning, planning, building and environmental laws, ordinances, rules and regulations of governmental authorities having jurisdiction over the Facility. The Company shall defend, indemnify and hold harmless the Agency for expenses, including reasonable attorneys' fees, resulting from any failure of the Company to comply with the provisions of this subsection.

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

(e) The Company will continue its efforts to develop and market the Facility, thereby advancing the job opportunities, general prosperity and economic welfare of the people.

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

ARTICLE III

TITLE TO FACILITY

Section 3.1 Title to Facility. The Agency holds good and marketable title to the Land, including any buildings, structures or other improvements now located thereon.

ARTICLE IV
RESERVED

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, and the Improvements, to the Company and the Company hereby takes the Facility from the Agency upon the terms and conditions of this Lease Agreement.

Section 5.2 Duration of Lease Term; Quiet Enjoyment.

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

(b) Except as provided in Section 10.2 hereof, the leasehold estate created hereby shall terminate at 11:59 p.m. on June 30, 2023 or on such earlier date as may be permitted by Section 11.1 hereof.

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

Section 5.3 Rents and Other Amounts Payable.

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

(b) In addition to the payments of rent pursuant to Section 5.3(a) hereof, throughout the Lease Term, the Company shall pay to the Agency as additional rent, within ten (10) days of receipt of demand therefor, the expenses of the Agency and the members thereof incurred (i) by reason of the Agency's ownership or leasing of the Facility or (ii) in connection with the carrying out of the Agency's duties and obligations under the Agency Documents, the payment of which is not otherwise provided for under this 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 or its successor, but in no event at a rate higher than the maximum lawful prevailing rate, from the date on which such payment was due until the date on which such payment is made.

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

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

Section 6.2 [Reserved].

Section 6.3 Taxes, Assessments and Utility Charges.

(a) The Company agrees to pay, as the same become due and before any fine, penalty, interest (except interest which is payable in connection with legally permissible installment payments) or other cost that may be added thereto or become due or be imposed by operation of law for the non-payment thereof, (i) all taxes, payments in lieu of taxes and governmental charges of any kind whatsoever which may at anytime be lawfully assessed or levied against or with respect to the Facility and any machinery, equipment or other Property installed or brought by the Company therein or thereon, including, without limiting the generality of the foregoing, any sales or use taxes imposed with respect to the Facility or any part or component thereof, or the rental or sale of the Facility or any part hereof and any taxes levied upon or with respect to the income or revenues of the Agency from the Facility; (ii) all utility and other charges, including service charges, incurred or imposed for or with respect to the operation, maintenance, use, occupancy, upkeep and improvement of the Facility; (iii) all assessments and charges of any kind whatsoever lawfully made by any governmental body for public improvements; and (iv) all payments under the PILOT Agreement; provided that, with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Company shall be obligated under this 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, the Company shall, at its sole cost and expense, maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type and shall pay, as the same become due and payable, all premiums with respect thereto, including, but not necessarily limited to:

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

(b) Workers' compensation insurance, disability benefits insurance and each other form of insurance which the Company or any permitted sublessee is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company or any permitted sublessee who are located at or assigned to the Facility. This coverage shall be in effect from and after the completion date or on such earlier date as any employees of the Company, any permitted sublessee, any contractor or subcontractor first occupy the Facility.

(c) Insurance protecting the Agency and the Company against loss or losses from liability imposed by law or assumed in any written contract (including the contractual liability assumed by the Company under Section 8.2 hereof) and arising from personal injury, including bodily injury or death, or damage to the property of others, caused by an accident or occurrence with a limit of liability of not less than \$1,000,000.00 (combined single limit for personal injury, including bodily injury or death, and property damage), comprehensive automobile liability including all owned, non-owned and hired autos with a limit of liability of not less than \$1,000,000.00 (combined single limit or equivalent for personal injury, including bodily injury or death, and property damage) protecting the Agency and the Company against any loss or liability or damage for personal injury, including bodily injury or death, or property damage.

(d) Comprehensive auto liability, including all owned, non-owned and hired autos, with a limit of liability of not less than \$1,000,000.00 (combined single limit for personal injury, including bodily injury or death, and property damage).

(e) A policy or policies of flood insurance in an amount which will adequately insure the Facility or the maximum amount of flood insurance available with respect to the Facility under the Flood Disaster Protection Act of 1973, as amended, whichever is less. This requirement will be waived upon presentation of evidence satisfactory to the Agency that no portion of the Land is located

within an area identified by the U.S. Department of Housing and Urban Development as having special flood hazards.

Section 6.5 Additional Provisions Respecting Insurance.

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

(b) All policies or certificates (or binders) of insurance required by Sections 6.4 hereof shall be submitted to the Agency on or before the Closing Date. The Company shall deliver to the Agency before the renewal date of each policy a certificate dated not earlier than the immediately preceding month reciting that there is in full force and effect, with a term covering at least the next succeeding calendar year, insurance of the types and in the amounts required by Section 6.4 hereof and complying with the additional requirements of Section 6.5(a) hereof. Prior to the expiration of each such policy, the Company shall furnish the appropriate Person with evidence that such policy has been renewed or replaced or is no longer required by this Lease Agreement. The Company shall provide such further information with respect to the insurance coverage required by this 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, if any. 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 PILOT Agreement, assessment or other governmental charge required to be paid by Section 6.3 hereof, (ii) to maintain any insurance required to be maintained by Section 6.4 hereof, (iii) to pay any amount required to be paid by any law or ordinance relating to the use or occupancy of the Facility or by any requirement, order or notice of violation thereof issued by any governmental person, (iv) to pay any mechanic's Lien which is recorded or filed against the Facility or any part thereof (unless contested in accordance with the provision of Section 8.9(b) hereof), (v) to pay any real property transfer gains tax, together with any interest and penalties thereon, which is due and payable by reason of a conveyance of the leasehold estate in and to the Facility pursuant to a judicial sale in any foreclosure action or by deed and/or assignment in lieu of foreclosure or (vi) to pay any other amount or perform any act hereunder required to be paid or performed by the Company hereunder, the Agency may but shall not be obligated to pay or cause to be paid such tax or payments-in-lieu-of-taxes

pursuant to the PILOT Agreement, assessment or other governmental charge or the premium for such insurance or any such other payment or may perform any such act. No such payment shall be made or act performed by the Agency until at least ten (10) days shall have elapsed since notice shall have been given by the Agency to the Company, and in the case of any tax, assessment or governmental charge or the amounts specified in paragraphs (iii), (v) and (vi) hereof, no such payment shall be made in any event if the Company is contesting the same in good faith to the extent and as permitted by this 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 reasonable legal fees and disbursements), together with interest thereon from the date of payment of such amount, expense or cost by the Agency at two percent (2%) above the prime rate as established by Bank of America or its successor.

ARTICLE VII

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 7.1 Damage or Destruction of the Facility.

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

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

(ii) there shall be no abatement or reduction in the amounts payable by the Company under this 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, if any, 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 damage or destruction shall be subject to the following conditions:

(i) the Facility shall be in substantially the same condition and value as an operating entity as existed prior to the damage or destruction;

(ii) the Facility shall continue to constitute a "project" as such term is defined in the Act; and

(iii) the Facility will be subject to no Liens, other than Permitted Encumbrances.

(c) All such repair, replacement, rebuilding, restoration or relocation of the Facility shall be effected with due diligence in a good and workmanlike manner in compliance with all applicable legal requirements, shall be promptly and fully paid for by the Company in accordance with the terms of the applicable contracts, and shall automatically become a part of the Facility as if the same were specifically provided herein.

(d) If the Company shall exercise its option to terminate this Lease Agreement pursuant to Section 11.1 hereof, or its option pursuant to Section 9.1(b) hereof to release from this Lease Agreement the affected portion of the Facility, 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 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, if any, 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 acquisition by the Company of Substitute Facilities shall be subject to the following conditions:

(i) the Facility or the Substitute Facilities shall be in substantially the same condition and value as an operating entity as existed prior to the Condemnation;

(ii) the Facility or the Substitute Facilities shall continue to constitute a "project" as such term is defined in the Act; and

(iii) the Facility or the Substitute Facilities will be subject to no Liens, other than Permitted Encumbrances.

(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 Lease Agreement pursuant to Section 11.1 hereof, , or its option pursuant to Section 9.1(b) hereof to release from this Lease Agreement the affected portion of the Facility, such net proceeds shall be applied to the payment of the amounts required to be paid by Section 11.2 hereof. If any Event of Default hereunder shall have occurred and the Agency shall have exercised its remedies under Section 10.2 hereof, such net proceeds shall be applied to the payment of the amounts required to be paid by Section 10.2 and Section 10.4 hereof.

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

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

ARTICLE VIII

SPECIAL COVENANTS

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

Section 8.2 Hold Harmless Provisions.

(a) The Company agrees that the Agency, its directors, members, officers, agents (except the Company) and employees shall not be liable for and agrees to defend, indemnify, release and hold the Agency, its directors, members, officers, agents (except the Company) and employees harmless from and against any and all (i) liability for loss or damage to Property or injury to or death of any and all Persons that may be occasioned by, directly or indirectly, any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation or the use thereof or the presence of any Person or Property on, in or about the Facility or the Land or (ii) liability arising from or expense incurred by the Agency's acquiring, constructing, equipping, owning and leasing the Facility, including without limiting the generality of the foregoing, all claims arising from the breach by the Company of any of its covenants contained herein, the exercise by the Company of the authority conferred upon it pursuant to Section 4.1(d) of this 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) or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency or any of its members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability.

(b) Notwithstanding any other provisions of this 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 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 or employees by any employee or contractor of the Company or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligation of the Company hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, disability benefits or other employee benefit acts.

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

Section 8.4 [Reserved].

Section 8.5 [Reserved].

Section 8.6 Agreement to File Annual Statements and Provide Information. The Company shall file with the New York State Department of Taxation and Finance an annual statement of the value of all sales and use tax exemptions claimed in connection with the Facility in compliance with Section 874(8) of the New York State General Municipal Law. The Company further agrees, whenever requested by the Agency, to provide and certify or cause to be provided and certified such information concerning the Company, its finances, its operations and its affairs as may be necessary to enable the Agency to make any report required by law, governmental regulation or any of the Agency Documents.

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

Section 8.8 Compliance With Orders, Ordinances, Etc.

(a) The Company, throughout the Lease Term, agrees that it will promptly comply, and cause any Sublessee or occupant of the Facility to comply, with all statutes, codes, laws, acts, ordinances, orders, judgments, authorizations, directions and requirements, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Facility or any part thereof or to the acquisition, construction and equipping thereof, or to any use, manner of use or condition of the Facility or any part thereof, of all federal, state, county, municipal and other governments, departments, commissions, boards, courts, authorities, officials and officers and companies or associations insuring the premises having jurisdiction of the Facility or any part thereof, or to the acquisition, construction and equipping thereof, or to any use, manner of use or condition of the Facility or any part thereof. The Company shall furnish evidence of such compliance as the Agency may reasonably require with respect thereto. The Company shall provide to the Agency prior to closing of any loan all approvals required for the construction and operation of the Facility.

(b) The Company shall construct, renovate, equip, use, operate and manage the Facility, in accordance with all applicable Environmental Laws and Environmental Permits as defined in the Environmental Compliance and Indemnification Agreement, and shall cause all operators, tenants, subtenants, licensees and occupants of the Facility to construct, renovate, equip, use, operate and manage the Facility in accordance with any applicable Environmental Laws and Environmental Permits, and shall not cause, knowingly allow or permit the Facility or any part thereof to be operated or used for the storage, treatment, generation, transportation, processing, handling, production, management or disposal of any Hazardous Substances other than in accordance with all applicable Environmental Laws and Environmental Permits. The Company shall obtain and comply with, and shall cause all contractors, subcontractors, operators, tenants, subtenants, licensees and occupants of the Facility to obtain and comply with, all Environmental Permits. The Company shall not cause or knowingly permit any change to be made in the present or intended construction, renovation, equipping, use or operation of the Facility which would (i) involve the storage, treatment, generation, transportation, processing, handling, management, production or disposal of any Hazardous Substance other than in accordance with any applicable Environmental Law, or the construction, equipping, use or operation of the Facility as a landfill or waste management or disposal site or for manufacturing or industrial purposes or for the storage of petroleum or petroleum based products other than in accordance with any applicable Environmental Law, (ii) violate any applicable Environmental Laws, (iii) constitute a violation or non-compliance with any Environmental Permit or (iv) increase the risk of a Release of any Hazardous Substance, as said terms are defined in the Environmental Compliance and Indemnification Agreement.

The Company shall promptly provide the Agency with a copy of all notifications which the Company gives or receives with respect to environmental conditions at or in the vicinity of the Facility, any past or present Release or the threat of a Release of any Hazardous Substance on, at or from the Facility or any property adjacent to or within the immediate vicinity of the Facility. If the Company receives or becomes aware of any such notification that is not in writing or otherwise capable of being copied, the Company shall promptly advise the Agency of such verbal, telephonic or electronic notification and confirm such notice in writing. The Company shall undertake and complete all investigations, studies, sampling and testing and all removal or remedial actions necessary to contain, remove and clean up all Hazardous Substances that are or may become present at the Facility and are required to be removed and/or remediated in accordance with all applicable Environmental Laws and all Environmental Permits.

The Company shall allow the Agency, its officers, members, employees, agents, representatives, contractors and subcontractors reasonable access to the Facility during regular business hours of the Company for the purposes of ascertaining the environmental conditions at, on or in the vicinity of the Facility, including, but not limited to, subsurface conditions. If at any time the Agency obtains any notice or information that the Company or the Facility or the construction, equipping, use or operation of the Facility may be in violation of an Environmental Law or in non-compliance with any Environmental Permit or standard, the Agency may require that a full or supplemental environmental inspection and audit report with respect to the Facility of a scope and level of detail reasonably satisfactory to the Agency be prepared by a professional environmental engineer or other qualified environmental scientist reasonably acceptable to the Agency, at the Company's sole cost and expense. Said audit may, but is not required to or limited to, include a physical inspection of the Facility, a records search, a visual inspection of any property adjacent to or within the immediate vicinity of the Facility, personnel interviews, review of all Environmental Permits and the conduct of a scientific testing. If necessary to determine whether a violation of an Environmental Law exists, such inspection shall also include subsurface testing for the presence of Hazardous Substances in the soil, subsoil, bedrock, surface water and/or groundwater. If said audit report indicates the presence of any Hazardous Substance or a Release or Disposal or the threat of a Release or Disposal of any Hazardous Substance on, at or from the Facility, the Company shall promptly undertake and diligently pursue to completion all necessary, appropriate investigative, containment, removal, clean up and other remedial actions required by any Environmental Law, using methods recommended by the professional engineer or other environmental scientist who prepared said audit report and acceptable to the appropriate federal, state and local agencies or authorities. For purposes of this Section, (i) "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Superfund Amendments and Reauthorization Act of 1986 (Pub.L. No. 99-499, 100 stat. 1613 (1986), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule, or regulation; (ii) "Hazardous Substance" means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum constituents, petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, pollutants, toxic pollutants, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), the Federal Waters Pollution Control Act, as amended (33 U.S.C. Sections 1251 et seq.), Articles 17 and 27 of the New York State Environmental Conservation Law or any other applicable Environmental Law and the regulations promulgated thereunder; (iii) "Disposal" has

the same meaning as given to that term in the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act, (42 U.S.C. Section 6901 et seq.); and (iv) "Release" has the same meaning as given to that term in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), and the regulations promulgated thereunder. The provisions of this Section shall be in addition to any and all other obligations and liabilities the Company may have to the Agency at common law or otherwise, and shall survive the transactions contemplated herein.

(c) The Company hereby covenants and agrees, at its sole cost and expense, to indemnify, protect, defend, save and hold harmless the Agency, its officers, directors, members, employees, agents and representatives acting in their official capacity, from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements or expenses (including, without limitation, reasonable attorneys' and reasonable experts' fees, expenses and disbursements, and reasonable attorneys' fees incurred to enforce the terms, conditions and provisions of this agreement) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against the Agency relating to, resulting from or arising out of (i) the environmental conditions at, on or in the vicinity of the Facility, (ii) the constructing, renovating, equipping, operation or use of the Facility in violation of any applicable Environmental Law for the storage, treatment, generation, transportation, processing, handling, management, production or disposal of any Hazardous Substance or as a landfill or other waste disposal site, or for military, manufacturing or industrial purposes or for the commercial storage of petroleum or petroleum based products or otherwise, (iii) the presence of any Hazardous Substance or a Release or Disposal or the threat of a Release or Disposal of any Hazardous Substance or waste on, at or from the Facility, (iv) the failure to promptly undertake and diligently pursue to completion all necessary, appropriate and legally authorized investigative, containment, removal, clean up and other remedial actions with respect to a Release or the threat of a Release of any Hazardous Substance on, at or from the Facility, required by any Environmental Law, (v) human exposure to any Hazardous Substance, noises, vibrations or nuisances of whatever kind to the extent the same arise from the condition of the Facility or the construction, equipping, ownership, use, sale, operation, conveyance or operation thereof in violation of any Environmental Law, (vi) a violation of any applicable Environmental Law, (vii) non-compliance with any Environmental Permit or (viii) a material misrepresentation or inaccuracy in any representation or warranty or a material breach of or failure to perform any covenant made by the Company in the Environmental Compliance and Indemnification Agreement (collectively, the "Indemnified Matters").

(d) Notwithstanding the provisions of subsections (a), (b) and (c) hereof, the Company may in good faith contest the validity or the applicability of any requirement of the nature referred to in such subsections (a) and (b) by appropriate legal proceedings conducted in good faith and with due diligence. In such event, the Company may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal therefrom, unless the Agency shall notify the Company that by failure to comply with such requirement or requirements, the Facility or any part thereof may be subject to loss, penalty or forfeiture, in which event the Company shall promptly take such action with respect thereto or provide such security as shall be reasonably satisfactory to the Agency. If at any time the then existing use or occupancy of the Facility shall, pursuant to any zoning or other law, ordinance or regulation, be permitted only so long as such use or occupancy shall continue, the Company shall use its reasonable efforts to not cause or permit such use or occupancy to be discontinued without the prior written consent of the Agency.

(e) Notwithstanding the provisions of this Section 8.8, if, because of a breach or violation of the provisions of subsections (a), (b) or (c) hereof (without giving effect to subsection (d)

hereof), the Agency or any of its members, directors, officers, agents, or employees, shall be threatened with a fine, liability, expense or imprisonment, then, upon notice from the Agency, the Company shall immediately provide legal protection and/or pay amounts necessary or take such other necessary action which, in the opinion of the Agency and its members, directors, officers, agents and employees deem sufficient, to the extent permitted by applicable law, to remove the threat of such fine, liability, expense or imprisonment.

(f) Notwithstanding any provisions of this Section, the Agency retains the right to defend itself in any action or actions which are based upon or in any way related to such Hazardous Materials and Hazardous Substances. In any such defense of itself, the Agency shall select its own counsel, and any and all costs of such defense, including, without limitation, reasonable attorney and consultant fees, reasonable investigation and laboratory fees, court costs, and litigation expenses, shall be paid by the Company.

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 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 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 any new employment opportunities created in connection with the Facility to be listed with the

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

Section 8.13 Limitation of Liability of the Agency. The liability of the Agency to the Company under this Lease Agreement shall be enforceable only out of the Agency's interest under this 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, Improvements and/or Equipment.

(a) Except as otherwise specifically provided in this Article IX and in Article X hereof, the Agency shall not sell, convey, transfer, encumber or otherwise dispose of the Facility or any part thereof or any of its rights under this 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 Lease Agreement and the leasehold estate created hereby any part of, or interest in, the Land, the Improvements and/or the Equipment which is not necessary, desirable or useful for the Facility. In such event, the Agency, at the Company's sole cost and expense, shall execute and deliver, any and all instruments necessary or appropriate to so release such part of, or interest in, the Land, the Improvements and/or the Equipment and convey such title thereto or interest therein, free from the lien of the mortgage, if any, to the Company or such other Person as the Company may designate.

Section 9.2 [Reserved]

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. 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 Lease Agreement shall be adversely affected thereby;

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

(vi) Transaction Counsel has delivered to the Agency, at the sole cost of the Company, an opinion letter confirming that, as a result of the purported assignment or

sublease of the Facility, the Facility shall continue to constitute a “project” as such quoted term is defined in the Act; and

(vii) the Sublessee shall execute an Environmental Compliance and Indemnification Agreement; and such other documents as the Agency and its counsel may reasonably require.

(b) If the Agency shall so request, as of the purported effective date of any assignment or sublease pursuant to subsection (a) of this Section 9.3, the Company at its cost shall furnish the Agency, with an opinion, in form and substance satisfactory to the Agency, of Independent Counsel as to item (iv) above.

Section 9.4 Mortgage and Pledge of Agency's Interests to Bank. The Agency may be requested to (i) mortgage its interest in the Facility, and (ii) pledge and assign its rights to and interest in this Lease Agreement and in all amounts payable by the Company pursuant to Section 5.3 hereof and all other provisions of this Lease Agreement (other than Unassigned Rights), to a lending institution. The Agency shall not unreasonably withhold its consent to such mortgage, pledge and assignment by the Agency. Notwithstanding the foregoing, all indemnities herein contained shall subsequent to such mortgage, pledge and assignment continue to run to the Agency for its benefit.

Section 9.5 [Reserved]

Section 9.6 Merger of Agency.

(a) Nothing contained in this 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 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 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, within five (5) days after receipt of notice;

(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 PILOT Agreement or the failure of the Company to make payments thereunder when due; or

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

(b) Notwithstanding the provisions of Section 10.1(a), if by reason of force majeure any party hereto shall be unable in whole or in part to carry out its obligations under Sections 4.1 and 6.1

of this 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 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, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident to machinery, transmission pipes or canals, shortages of labor or materials or delays of carriers, partial or entire failure of utilities, shortage of energy or any other cause or event not reasonably within the control of the party claiming such inability and not due to its fault. The party claiming such inability shall remove the cause for the same with all reasonable promptness. It is agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the party having difficulty, and the party having difficulty shall not be required to settle any strike, lockout and other industrial disturbances by acceding to the demands of the opposing party or parties.

Section 10.2 Remedies on Default.

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

(i) declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable: (A) all unpaid installments of rent payable pursuant to Section 5.3(a) and (b) hereof and (B) all other payments due under this 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 Lease Agreement shall become immediately due and payable without notice to the Company or the taking of any other action by the Agency;

(ii) re-enter and take possession of the Facility, on ten (10) days written notice to the Company, without terminating this Lease Agreement and without being liable for any prosecution or damages therefor, and sublease the Facility for the account of the Company, holding the Company liable for the amount, if any, by which the aggregate of the rents and other amounts payable by the Company hereunder exceeds the aggregate of the rents and other amounts received from the sublessee under such sublease;

(iii) terminate, on ten (10) days written notice to the Company the Lease Term and all rights of the Company under this Lease Agreement and, without being liable for any prosecution or damages therefor, exclude the Company from possession of the Facility and lease the Facility to another Person for the account of the Company, holding the Company liable for the amount, if any, by which the aggregate of the rents and other amounts payable by the Company hereunder exceeds the aggregate of the rents and other amounts received from such other Person under the new lease;

(iv) [reserved]

(v) reconvey the Facility to the Company and terminate the 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;

(vi) 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 Lease Agreement.

(b) In the event the Facility is subleased or leased to another Person pursuant to Section 10.2(a)(ii) or (iii) hereof, the Agency may (but shall be under no obligation to) make such repairs or alterations in or to the Facility as it may deem necessary or desirable for the implementation of such sublease or lease, and the Company shall be liable and agrees to pay the costs of such repairs or alterations and the expenses incidental to the effecting of such sublease or lease, together with such interest on such costs and expense paid by the Agency at the rate of two percent (2%) in excess of the prime rate as set by Bank of America or its successor, but in no event at a rate higher than the maximum lawful prevailing rate, from the date on which such costs and expenses were incurred until the date on which such payment is made, notwithstanding that the Lease Term and all rights of the Company under this Lease Agreement may have been terminated pursuant to Section 10.2(a)(iii) hereof.

(d) No action taken pursuant to this Section 10.2 (including repossession or reconveyance of the Facility) shall relieve the Company from its obligation to make all payments required hereunder.

(e) After an Event of Default shall have occurred, the Company shall have the right upon notice to the Agency to enter the Facility with agents or representatives of the Agency to remove any equipment or other personalty owned by the Company if such equipment or personalty is not part of the Facility.

Section 10.3 Remedies Cumulative. No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Lease Agreement or any of the other Transaction Documents or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agency to exercise any remedy reserved to it in this Article X, it shall not be necessary to give any notice, other than such notice as may be herein expressly required in this 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 reasonable fees of such attorneys and such other expenses so incurred.

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

ARTICLE XI

EARLY TERMINATION OF LEASE AGREEMENT; OPTION IN FAVOR OF COMPANY

Section 11.1 Early Termination of Lease Agreement. The Company shall have the option to terminate this 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.

Section 11.2 Conditions to Early Termination of Lease Agreement. In the event the Company exercises its option to terminate this 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 PILOT Agreement), as appropriate pursuant to the terms of the PILOT Agreement: all amounts due and payable under the PILOT Agreement as of the date of the conveyance described in Section 11.3 hereof.

(b) To the Agency: an amount certified by the Agency sufficient to pay all unpaid fees and expenses of the Agency incurred under the Agency Documents.

Section 11.3 Option to Purchase Facility. Upon termination or expiration of the Lease Term, in accordance with Sections 5.2 or 11.1 hereof, the Company shall have the option to 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 Lease Agreement is to be terminated.

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 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:

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

With a copy to:

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

Section 12.2 Binding Effect. This 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 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 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 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. Only possession of the counterpart marked "Secured Party's Original" shall be effective to perfect the rights of any holder of the Lease as counterparts shall be marked "Duplicate" and no security interest therein can be created except by possession of the "Secured Party's Original" counterpart.

Section 12.6 Applicable Law. This 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 [Reserved]

Section 12.8 Survival of Obligations. This 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 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 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 Lease Agreement.

IN WITNESS WHEREOF, the Agency and the Company have caused this **Lease Agreement** to be executed in their respective names by their duly authorized officers, all as of July 1, 2012.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

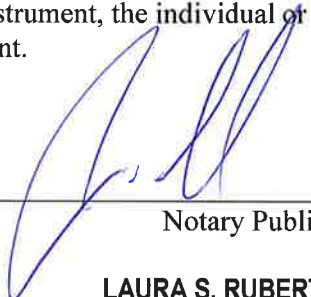
By 
David C. Grow
Its Chairman

GRIFFISS LOCAL DEVELOPMENT
CORPORATION

By: 
Steven J. DiMeo
Its Authorized Representative

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

On the 30th day of July 2012 before me, the undersigned a notary public in and for said state, personally appeared **David C. Grow**, Chairman of the 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.



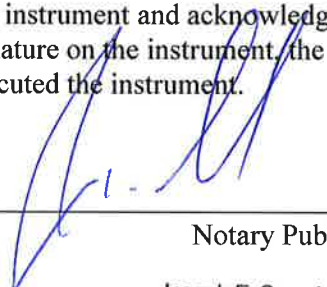
Notary Public

LAURA S. RUBERTO
Notary Public, State of New York
Lic. No. 01RU5031396
Appointed in Oneida County
Commission Expires 08/01/2014

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

Joseph E. Saunders
NOTARY PUBLIC, State of New York
Appointed in Oneida County
License No. 02SA4745082
My Commission Expires: 11/30/ 2013

On the 30th day of July 2012 before me, the undersigned a notary public in and for said state, personally appeared **Steven J. DiMeo**, the Authorized Representative of Griffiss Local Development Corp., 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

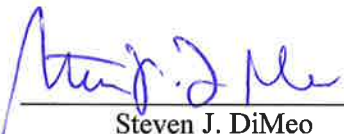
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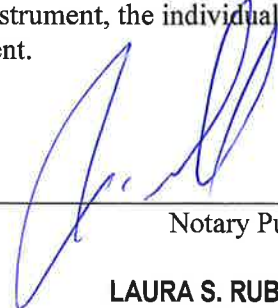
By: 
David C. Grow
Its Chairman

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CORPORATION

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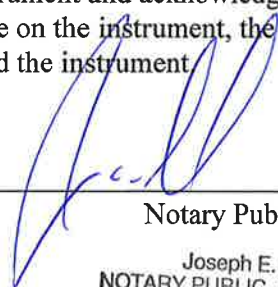
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Notary Public

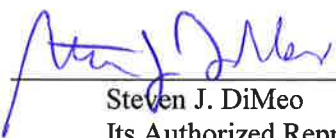
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ONEIDA COUNTY INDUSTRIAL
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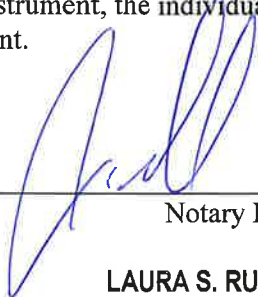
By 
David C. Grow
Its Chairman

GRIFFISS LOCAL DEVELOPMENT
CORPORATION

By: 
Steven J. DiMeo
Its Authorized Representative

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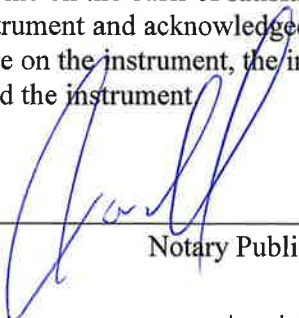
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Notary Public

Joseph E. Saunders
NOTARY PUBLIC, State of New York
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License No. 02SA4745082
My Commission Expires: 11/30/ 2013

EXHIBIT A

LEGAL DESCRIPTION OF LAND

GLDC FACILITY I

(Parcel F9A)

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York, as shown on a map entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development Agency, City of Rome, County of Oneida, State of New York" (Drawing F9A); prepared by Michael P. Waters, P.L.S. No. 050027, dated September 3, 1999 and certified March 30, 2000 and being more particularly bounded and described as follows:

Beginning at a point on the northerly side of Ellsworth Road extended 243.6 feet westerly from its intersection with the centerline of Hill Road;

thence through the lands of the United States of America the following sixteen (16) courses and distances:

1. North 89° 02' 52" East, 328.33 feet to a point
2. South 07° 27' 27" East, 148.13 feet to a point
3. South 22° 49' 52" East, 115.73 feet to a point;
4. Southerly along a curve to the left having a radius of 913.74 feet, a chord length of 393.47 feet, a chord direction of South 35° 41' 40" East to a point;
5. South 52° 05' 06" East, 1,606.08 feet to a point;
6. South 07° 11' 18" East, 863.78 feet to a point;
7. Southerly along a curve to the right having a radius of 952.91 feet, a chord length of 233.08 feet, a chord direction of South 00° 31' 38" East to a point;
8. Southerly along a curve to the left having a radius of 3,561.19 feet, a chord length of 312.14 feet, a chord direction of South 07° 17' 54" West to a point;
9. Southerly along a curve to the left having a radius of 909.44 feet, a chord length of 252.42 feet, a chord direction of South 10° 45' 32" West to a point;
10. Southerly along a curve to the left having a radius of 853.84 feet, a chord length of 302.86 feet, a chord direction of South 10° 45' 23" East to a point;
11. South 22° 48' 10" East, 270.18 feet to a point;
12. Southerly along a curve to the right having a radius of 699.29 feet, a chord length of 95.11 feet, a chord direction of South 18° 40' 22" East to a point;
13. South 27° 41' 08" East, 13.95 feet to a point;
14. Southerly along a curve to the right having a radius of 411.75 feet, a chord length of 198.80 feet, a chord direction of South 17° 23' 34" East to a point;
15. South 03' 59' 08" East, 115.24 feet to a point;

16. South 08° 09' 44" East, 36.66 feet to a point on the division line between the lands of the United States of America on the north and the lands of the State of New York on the south;

thence along said division line the following two (2) courses and distances:

1. South 70° 42' 07" West, 339.07 feet to a point;
2. North 59° 41' 53" West, 578.24 feet to a point;

thence through the lands of the United States of America the following eleven (11) courses and distances:

1. North 37° 01' 33" East, 113.19 feet to a point;
2. North 41° 06' 28" West, 1,418.96 feet to a point;
3. North 47° 28' 00" West, 632.59 feet to a point;
4. North 55° 42' 05" East, 62.13 feet to a point;
5. North 39° 07' 58" West, 258.40 feet to a point;
6. South 55° 12' 05" West, 230.44 feet to a point;
7. North 34° 47' 54" West, 212.70 feet to a point;
8. North 02° 57' 01" West, 1,129.28 feet to a point;
9. North 07° 31' 35" East, 394.74 feet to a point;
10. North 35° 08' 09" East, 625.01 feet to a point;
11. North 01° 38' 07" West, 120.92 feet to the place of beginning, being 5,891,498.2± square feet or 135.250 acres, more or less.

EXCEPTING THEREFROM ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida, and State of New York identified as "F9B" on a map entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development Agency, City of Rome, County of Oneida, State of New York" (Drawing F9A); prepared by Michael P. Waters, P.L.S. No. 050027, dated September 3, 1999, and certified March 30, 2000 and being 741.31 ± square feet.

ALSO EXCEPTING THEREFROM ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida, and State of New York identified as the "VA Hospital" on a map entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development Agency, City of Rome, County of Oneida, State of New York" (Drawing F9A); prepared by Michael P. Waters, P.L.S. No. 050027, dated September 3, 1999, and certified March 30, 2000 and being 7.489 ± acres of land, which tract, piece or parcel of land is more particularly described as follows:

Beginning at a point marked by an iron pipe set in the westerly line of Kirtland Drive, said point being S 14°-02'-16" E 24.21 feet measured along the westerly line of said Kirtland Drive produced from its point of intersection with the southerly line of Brookley Road produced; thence running from said point of beginning S 14°-02'-16" E along the westerly line of the aforesaid Kirtland Drive 99.43 feet to a point; thence in a general southerly direction along the westerly line of said Kirtland Drive with a curve to the left tangent to the last mentioned line

having a radius of 625.00 feet, a central angle, of 16°-49'-02", an arc length of 183.45 feet and whose chord bears S 22°- 26'-47" E a chord distance of 182.79 feet to a point; thence S 30°-51'-18" E with a line tangent to the last mentioned curve along the westerly line of said Kirtland Drive 52.69 feet to a point marked by an iron pipe set; thence S 59°-18'-25" W through lands now owned by the parties of the first part 670.00 feet to a point marked by an iron pipe set; thence N 26°-47'-24" W 713.36 feet to a point marked by an iron pipe set in the southerly line of the aforesaid Brookley Road; thence in a general easterly direction along the southerly line of said Brookley Road with a curve to the left having a radius of 235.00 feet, a central angle of 55°-21'-15", an arc length of 227.04 feet and whose chord bears S 69°-14'-47" E a chord distance of 218.31 feet to a point marked by an iron pipe set; thence N 83°- 04'-34" E on a line tangent to the last mentioned curve along the southerly line of said Brookley Road 61.60 feet to a point marked by a spike set; thence N 77°- 48'-19" E continuing along said line 493.03 feet to a point marked by an iron pipe set; thence in a general southeasterly direction with a curve to the right tangent to the last mentioned line having a radius of 25.00 feet, a central angle of 88°- 09'-25", and arc length of 38.47 feet and whose chord bears S 58°- 06'-59" E a chord distance of 34.78 feet to the point of beginning. Containing 7.489 acres of land more or less.

(Parcel F9B)

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York as shown on a map entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development Agency, City of Rome, County of Oneida, State of New York" (Drawing F9B); prepared by Michael P. Waters, P. L. S. No. 050027, dated November 27, 1999 and certified March 30, 2000 and being more particularly bounded and described as follows:

Beginning at a point on the division line between the herein described parcel on the east and the lands known as "Park Drive Manor" on the west; thence through the lands of the United States of America the following twelve (12) courses and distances:

1. South 79° 09' 24" East, 263.33 feet to a point; said point being westerly along the northerly boundary of Ellsworth Road extended 243.6 feet from its intersection with the centerline of Hill Road;
2. South 01° 38' 07" East, 120.92 feet to a point;
3. South 35° 08' 09" West, 625.01 feet to a point;
4. South 07° 31' 35" West, 394.74 feet to a point;
5. South 02° 57' 01" East, 1,129.28 feet to a point;
6. South 34° 47' 54" East, 212.70 feet to a point;
7. North 55° 12' 05" East, 230.44 feet to a point;
8. South 39° 07' 58" East, 258.40 feet to a point;
9. South 55° 42' 05" West, 62.13 feet to a point;
10. South 47° 28' 00" East, 632.59 feet to a point;
11. South 41° 06' 28" East, 1,418.96 feet to a point;
12. South 37° 01' 33" West, 113.19 feet to a point on the division line between the herein described parcel on the north and the lands of Julia M. Navelli (reputed owner) on the South;

thence North 58° 24' 19" West along said division line 266.53 feet to its intersection with the division line between the herein described parcel on the northwest and the aforementioned lands of Navelli (reputed owner) on the southeast;

thence South 40° 46' 11" West continuing along said division line 370.00 feet to a point;

thence South 21° 38' 06" West continuing along said division line 749.21 feet to its intersection with the division line between the lands of the People of the State of New York on the south and the aforementioned lands of Navelli (reputed owner) on the north with the division line between the herein described parcel on the West and the lands of the People of the State of New York on the East;

thence along the last mentioned division line the following two (2) courses and distances:

1. South 21° 27' 14" West, 118.33 feet to a point;
2. South 13° 13' 41" West, 186.43 feet to a point on the division line between the lands of the United States of America on the south and the lands of the People of the State of New York on the north;

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

1. Southerly along a curve to the left having a radius of 1,367.69 feet, a chord length of 641.87 feet, a chord direction of South 05° 56' 02" East to a point;
2. South 32° 28' 17" West, 132.77 feet to a point on the division line between the herein described parcel on the east and the lands of Sears Realty Co., Inc. (reputed owner) on the west;

thence along the last mentioned division line the following three (3) courses and distances:

1. Northerly along a curve to the right having a radius of 1,472.69 feet, a chord length of 140.07 feet, a chord direction of North 11° 02' 23" West to a point;
2. South 77° 05' 02" West, 10.00 feet to a point;
3. Northerly along a curve to the right having a radius of 1,462.69 feet, a chord length of 607.22 feet, a chord direction of North 05° 15' 06" West to the intersection of the division line between the aforementioned lands of Sears Realty Co., Inc. (reputed owner) on the south and the lands of the People of the State of New York on the north with the division line between the herein described parcel on the east and the lands of the People of the State of New York on the west;

thence along the last mentioned division line and the division line between the herein described parcel on the east and the lands known as "Shady Grove Trailer Park" on the west the following four (4) courses and distances:

1. North 11° 29' 35" East, 88.29 feet to a point;

2. North 18° 21' 12" East, 99.49 feet to a point;
3. North 22° 05' 51" East, 668.00 feet to a point;
4. North 05° 21' 07" East, 438.80 feet to the intersection of the division line between the lands known as "Shady Grove Trailer Park" on the south and the lands of St. John the Baptist Cemetery (reputed owner) on the north with the division line between the herein described parcel on the east and the lands of St. John the Baptist Cemetery (reputed owner) on the west;

thence North 36° 49' 43" West along the last mentioned division line 511.78 feet to the intersection of the division line between the lands of St. John the Baptist Cemetery (reputed owner) on the south and the lands of Larry Converse, III and Janet Converse (reputed owners) on the north; with the division line between the herein described parcel on the east and the aforementioned lands of Converse (reputed owners), the lands of Louis Ano Cretaro, Sr. (reputed owner), the lands of N & A Falcon (reputed owners), the lands of William I. Hoffmeister (reputed owner), and the lands of St. Peter's Cemetery Association (reputed owner) on the west;

thence along the last mentioned division line the following four (4) courses and distances:

1. North 49° 07' 53" West, 857.59 feet to a point;
2. South 46° 31' 20" West, 10.48 feet to a point;
3. North 48° 30' 32" West, 167.17 feet to a point;
4. North 47° 12' 45" West, 361.68 feet to the intersection of the division line between the lands of St. Peter's Cemetery Association (reputed owner) on the south and the lands of the United States of America on the north; with the division line between the herein described parcel on the east and the lands of the United States of America on the west;

thence along the last mentioned division line the following three (3) courses and distances:

1. North 51° 49' 32" West, 333.22 feet to a point;
2. North 36° 52' 31" West, 310.06 feet to a point;
3. North 25° 40' 31" West, 419.57 feet to a point on the division line between the herein described parcel on the east and the lands of C.A. Kaplan (reputed owner) on the west;

thence along the last mentioned division line the following three (3) courses and distances:

1. North 10° 27' 08" East, 777.45 feet to a point;
2. North 39° 43' 25" East, 186.53 feet to a point;
3. South 83° 42' 35" West, 221.54 feet to its intersection with the first mentioned division line;

thence North 42° 56' 08" East along said mentioned division line 1,274.27 feet to the place of beginning, being 2,830,062.0± square feet or 64.969 acres, more or less.

ALSO, ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida, and State of New York identified as "F9B(1)" on a map entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development

Agency, City of Rome, County of Oneida, State of New York" (Drawing F9B); prepared by Michael P. Waters, P.L.S. No. 050027, dated November 27, 1999 and certified March 30, 2000 and being 741.31 ± square feet.

(Parcel F1)

ALL THAT TRACT, PIECE, OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York designated as Parcel 'A' on a map (the "Map") entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development Agency, City of Rome, County of Oneida, State of New York" (Drawing F1); prepared by Michael P. Waters, P.L.S. No. 050027, dated December 3, 1997, revised August 1998, further revised March 1999, and last revised August 1999, and certified March 26, 2000 and being more particularly bounded and described as follows:

Beginning at a point on the southerly side of Ellsworth Road at its intersection with the easterly side of Otis Street;

thence through the lands of the United States of America the following twenty-five (25) courses and distances:

1. North 01° 13' 33" West, 196.30 feet to a point
2. North 89° 02' 56" East, 97.59 feet to a point;
3. North 01° 44' 01" West, 346.62 feet to a point
4. North 88° 26' 06" East, 217.20 feet to a point;
5. North 01° 44' 10" West, 1,235.93 feet to a point;
6. Northeasterly along a curve to the left having a radius of 210.64 feet, a chord length of 55.40 feet, a chord direction of North 56° 05' 00" East to a point;
7. North 88° 09' 43" East, 1,227.73 feet to a point;
8. Easterly along a curve to the right having a radius of 226.97 feet, a chord length of 81.07 feet, a chord direction of South 84° 06' 34" East to a point;
9. South 46° 42' 40" East, 1,121.34 feet to a point;
10. South 43° 17' 22" West, 50.69 feet to a point;
11. South 42° 16' 31" East, 148.60 feet to a point;
12. South 43° 24' 56" West, 929.25 feet to a point;
13. South 38° 26' 06" West, 165.63 feet to a point;
14. Southeasterly along a curve to the right having a radius of 600.00 feet, a chord length of 440.94 feet, a chord direction of South 35° 08' 09" East to a point;
15. South 13° 34' 30" East, 206.93 feet to a point;
16. Southeasterly along a curve to the left having a radius of 500.00 feet, a chord length of 269.52 feet, a chord direction of South 29° 12' 46" East to a point;
17. South 45° 08' 45" West, 100.00 feet to a point;
18. Northwesterly along a curve to the right having a radius of 600.00 feet, a chord length of 323.43 feet, a chord direction of North 29° 12' 43" West to a point;
19. North 13° 34' 42" West, 206.92 feet to a point;
20. Northwesterly along a curve to the left having a radius of 500.00 feet, a chord length of 637.63 feet, a chord direction of North 53° 11' 29" West to a point;

21. South 87° 11' 38" West, 711.05 feet to a point;
22. Westerly along a curve to the left, having a radius of 501.17 feet, a chord length of 158.46 feet, a chord direction of South 78° 05' 53" West to a point;
23. South 68° 59' 26" West, 33.72 feet to a point;
24. Westerly along a curve to the right, having a radius of 598.78 feet, a chord length of 208.43 feet, a chord direction of South 79° 01' 31" West to a point;
25. South 89° 02' 55" West, 299.93 feet to the place of beginning, being 3,634,339.2 ± square feet or 83.43 acres, more or less.

EXCEPTING AND RESERVING THEREFROM ALL THAT TRACT, PIECE, OR PARCEL OF LAND designated as Parcel 'B' on the Map, which Parcel 'B' is more particularly bounded and described as follows:

Beginning at the intersection of the southerly side of Donaldson Road with the easterly side of Turner Street;

thence through the lands of the United States of America the following twenty-one (21) courses and distances:

1. North 01° 12' 49" East, 133.30 feet to a point;
2. North 15° 41' 06" East, 36.41 feet to a point;
3. North 01° 26' 16" West, 764.62 feet to a point;
4. South 46° 18' 39" East, 423.32 feet to a point;
5. South 54° 34' 23" West, 69.71 feet to a point;
6. South 41° 58' 30" East, 181.82 feet to a point;
7. North 65° 19' 45" East, 51.85 feet to a point;
8. South 43° 49' 12" East, 59.13 feet to a point;
9. South 39° 25' 33" West, 103.72 feet to a point;
10. South 30° 35' 28" West, 64.70 feet to a point;
11. South 00° 04' 28" East, 74.61 feet to a point;
12. South 41° 35' 26" West, 77.24 feet to a point;
13. South 14° 22' 17" West, 34.91 feet to a point;
14. South 43° 18' 39" West, 428.48 feet to a point;
15. South 76° 40' 56" West, 11.08 feet to a point;
16. South 44° 20' 06" West, 146.76 feet to a point;
17. North 83° 27' 38" West, 246.96 feet to a point;
18. North 33° 02' 32" East, 95.64 feet to a point;
19. North 19° 33' 12" East, 101.00 feet to a point;
20. North 83° 55' 04" East, 171.85 feet to a point;
21. North 61° 15' 20" East, 116.32 feet to the place of beginning, being 318,117.9 ± square feet or 7.303 acres, more or less.

ALSO EXCEPTING AND RESERVING THEREFROM the right of ingress and egress to said Parcel 'B' across Parcel 'A'.

ALSO, EXCEPTING AND RESERVING THEREFROM ALL THAT TRACT, PIECE, OR PARCEL OF LAND designated as Parcel 'C' on the Map, which Parcel 'C' is more particularly described as follows:

Beginning at a point on the southerly side of Donaldson Road thence through the lands of the United States of America the following ten (10) courses and distances:

1. North 88° 26' 06" East, 908.40 feet to a point;
2. South 00° 42' 22" East, 107.93 feet to a point;
3. South 23° 06' 06" West, 40.44 feet to a point;
4. South 45° 07' 54" West, 69.19 feet to a point;
5. South 56° 31' 03" West, 97.20 feet to a point;
6. South 63° 02' 37" West, 136.46 feet to a point;
7. South 68° 42' 40" West, 173.47 feet to a point;
8. South 87° 11' 37" West, 296.53 feet to a point;
9. Westerly along a curve to the left, having a radius of 601.16 feet, a chord length of 177.49 feet, a chord direction of South 78° 42' 16" West to a point;
10. North 00° 24' 18" East, 396.89 feet to the place of beginning, being 290,101.7± square feet or 6.659 acres, more or less.

GLDC FACILITY II

(Parcel F2)

ALL THOSE TRACTS, PIECES, OR PARCELS OF LAND situate in the City of Rome, County of Oneida and State of New York shown as Parcels A, B, C and D on a map entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development Agency, City of Rome, County of Oneida, State of New York" (Drawing F2); made by Michael P. Waters, P.L.S. No 050027, dated December 3, 1997 and last revised May 2001, said Parcels A, B, C and D being more particularly bounded and described as follows:

PARCEL "A"

Beginning at a point on the easterly side of Wright Drive; said point being southerly along said easterly side of Wright Drive 483± feet from its intersection with the northeasterly side of Hill Road;

Thence through the lands of the United States of America the following fifty-five (55) courses and distances:

1. North 07° 05' 08" West, 483.12 feet to a point;
2. North 52° 05' 06" West, 1,606.08 feet to a point;
3. Northerly along a curve to the right having a radius of 913.75 feet, a chord length of 93.47 feet, a chord direction of North 35° 41' 40" West to a point;
4. North 22° 49' 52" West, 115.73 feet to a point;
5. North 07° 27' 27" West, 148.13 feet to a point;

6. North 89° 02' 52" East, 658.76 feet to a point;
7. North 01° 41' 33" West, 1,552.04 feet to a point;
8. North 88° 24' 09" East, 292.26 feet to a point;
9. South 01° 16' 31" East, 154.57 feet to a point
10. South 88° 54' 39" West, 241.15 feet to a point;
11. South 01° 41' 33" East, 387.57 feet to a point;
12. North 88° 21' 58" East, 255.06 feet to a point;
13. South 01° 38' 17" East, 504.70 feet to a point;
14. North 88° 13' 18" East, 788.31 feet to a point;
15. South 01° 38' 20" East 50.00 feet to a point;
16. South 88° 13' 17" West, 511.79 feet to a point;
17. South 01° 38' 16" East, 429.92 feet to a point;
18. North 88° 18' 48" East, 511.80 feet to a point;
19. North 01° 40' 01" West, 15.00 feet to a point;
20. North 88° 18' 49" East, 676.14 feet to a point;
21. North 01° 43' 54" West, 255.93 feet to a point;
22. North 88° 16' 06" East, 557.56 feet to a point;
23. North 04° 23' 03" East, 212.58 feet to a point;
24. North 01° 44' 01" West, 1,038.07 feet to a point;
25. South 88° 24' 10" West, 496.21 feet to a point;
26. North 01° 27' 46" West, 373.88 feet to a point;
27. North 88° 41' 03" East, 295.62 feet to a point;
28. North 01° 27' 46" West, 605.78 feet to a point;
29. North 88° 21' 55" East, 295.97 feet to a point;
30. South 01° 44' 00" East, 882.51 feet to a point;
31. North 88° 09' 43" East, 217.18 feet to a point;
32. South 01° 44' 10" East, 1,235.93 feet to a point;
33. South 88° 26' 06" West, 217.20 feet to a point;
34. South 01° 44' 01" East, 346.62 feet to a point;
35. South 89° 02' 52" West, 97.59 feet to a point;
36. South 01° 13' 34" East, 196.31 feet to a point;
37. North 89° 02' 53" East 299.93 feet to a point;
38. South 01° 13' 34" East, 105.30 feet to a point;
39. South 67° 50' 50" West, 470.94 feet to a point;
40. Southeasterly along a curve to the left, having a radius of 148.60 feet, a chord length of 18.81 feet, a chord direction of South 00° 55' 23" East to a point;
41. Southeasterly along a curve to the left, having a radius of 557.06 feet, a chord length of 91.42 feet, a chord direction of South 09° 15' 44" East to a point;
42. Southeasterly along a curve to the left, having a radius of 658.61 feet, a chord length of 153.18 feet, a chord direction of South 17° 34' 11" East to a point;
43. South 88° 52' 14" West, 1,163.24 feet to a point;
44. North 02° 56' 24" West, 426.37 feet to a point;
45. Northwesterly along a curve to the left, having a radius of 276.23 feet, a chord length of 184.62 feet, a chord direction of North 53° 48' 46" West to a point;
46. South 89° 02' 53" West, 169.06 feet to a point;

47. Southwesterly along a curve to the left, having a radius of 55.12 feet, a chord length of 54.51 feet, a chord direction of South 33° 14' 23" West to a point;
48. South 00° 39' 49" West, 103.69 feet to a point;
49. South 06° 46' 31" East, 1,033.11 feet to a point;
50. Southeasterly along a curve to the left having a radius of 59.43 feet, a chord length of 66.04 feet, a chord direction of South 36° 12' 19" East to a point;
51. Southeasterly along a curve to the left, having a radius of 501.45 feet, a chord length of 156.88 feet, a chord direction of South 73° 46' 34" East to a point;
52. Southeasterly along a curve to the left, having a radius of 3,248.21 feet, a chord length of 151.36 feet, a chord direction of South 82° 25' 34" East to a point;
53. Southeasterly along a curve to the right, having a radius of 153.98 feet, a chord length of 117.26 feet, a chord direction of South 57° 53' 59" East to a point;
54. South 07° 05' 06" East, 561.54 feet to a point;
55. South 82° 54' 56" West, 417.41 feet to the place of beginning being 4,071,701.2 ± square feet or 93.473 acres, more or less.

PARCEL "B"

Beginning at the Easterly side of Central Ave at its intersection with the division line between the herein described parcel on the northeast and platted lands on the southwest;

Thence along said division line the following two (2) courses and distances:

1. North 53° 35' 04" West, 199.89 feet to a point;
2. North 34° 21' 57" West, 154.06 feet to a point;

Thence through the lands of the United States of America the following three (3) courses and distances:

1. North 36° 41' 38" East, 190.99 feet to a point;
2. South 53° 18' 22" East, 347.66 feet to a point;
3. South 37° 10' 53" West 240.04 feet to the place of beginning, being 79,797.2 ± square feet or 1.831 acres, more or less.

PARCEL " C "

Beginning at the Westerly side of Deadlian Drive at its intersection with the Northeasterly side of Patrol Road;

Thence through the lands of the United States of America the following four (4) courses and distances:

1. South 43° 05' 58" West, 288.80 feet to a point;
2. North 46° 54' 04" West, 369.42 feet to a point;
3. North 43° 05' 58" East, 288.80 feet to a point;
4. South 46° 54' 04" East 369.42 feet to the place of beginning, being 106,831.8± square feet or 2.452 acres, more or less.

PARCEL "D"

Beginning at the Northeasterly side of Patrol Road 213± feet Southeasterly from its intersection with the Southeasterly side of Bomber Road;

Thence through the lands of the United States of America the following four (4) courses and distances:

1. South 46° 04' 31" East, 350.33 feet to a point;
2. South 43° 25' 04" West, 285.27 feet to a point;
3. North 46° 04' 31" West, 350.33 feet to a point;
4. North 43° 25' 04" East 288.37 feet to the place of beginning, being 101,172.9± square feet or 2.322 acres, more or less.

GLDC FACILITY III

(Parcel F4B)

ALL THAT TRACT, PIECE, OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York shown as Parcel F4B on the map (the "Survey Map") entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development Agency, City of Rome, County of Oneida, State of New York", (Drawing F4B), made by Michael P. Waters, P.L.S. No. 50027, dated November 15, 2000, and last revised 10/01, which said tract, piece or parcel of land is more particularly described as follows:

Beginning at a point on the proposed northeasterly street boundary of Perimeter Road; said point being South 03° 40' 19" West 372.19 feet from a capped iron pipe found stamped "AFRL-44";

thence through the lands now or formerly of the United States of America the following three (3) courses and distances:

1. North 43° 18' 48" East, 628.42 feet to a point;
2. South 46° 54' 04" East, 1,659.47 feet to a point;
3. South 43° 18' 48" West, 697.21 feet to its intersection with the aforementioned proposed northeasterly street boundary of Perimeter Road;

thence along said proposed northeasterly street boundary of Perimeter Road the following four (4) courses and distances:

1. North 46° 49' 58" West, 791.60 feet to a point of curvature;
2. Northerly along a curve to the right, having a radius of 1,823.28 feet, a chord length of 453.15 feet and a chord direction of North 38° 28' 13" West to a point of reverse curvature;

3. Northerly along a curve to the left, having a radius of 703.03 feet, a chord length of 333.05 feet and a chord direction of North 43° 36' 39" West to a point of tangency;
4. North 58° 25' 03" West, 88.64 feet to the place of beginning being 1,108,818.3 ± square feet or 25.454 acres, more or less.

EXCEPTING AND RESERVING THEREFROM all that tract, piece or parcel of land situate in the City of Rome, County of Oneida, State of New York shown as "Parcel F2C" on the Survey Map, which Parcel F2C is more particularly described as follows:

Beginning at the northerly side of Dedalian Drive at its intersection with the easterly side of Patrol Road; said point being South 59° 14' 24" East 1,253.38 feet from a capped iron pipe found stamped "AFRL-44";

thence through the lands of the United States of America the following four (4) courses and distances:

1. South 43° 05' 58" West, 288.80 feet to a point;
2. North 46° 54' 04" West, 369.42 feet to a point;
3. North 43° 05' 58" East, 288.80 feet to a point;
4. South 46° 54' 04" East, 369.42 feet to the place of beginning, being 106,831.8± square feet or 2.452 acres, more or less.

ALSO, EXCEPTING AND RESERVING THEREFROM all that tract, piece or parcel of land situate in the City of Rome, County of Oneida, State of New York shown as "Parcel F2D" on the Survey Map, which Parcel F2D is more particularly described as follows:

Beginning at the easterly side of Patrol Road 251± feet southeasterly from its intersection with the northerly side of Dedalion Drive; said point being South 51° 11' 15" East 1,499.90 feet from a capped iron pipe found stamped "AFRL-44";

thence through the lands of the United States of America the following four (4) courses and distances:

1. South 46° 04' 31" East, 350.33 feet to a point;
2. South 43° 25' 04" West, 285.27 feet to a point;
3. North 46° 04' 31" West, 350.33 feet to a point;
4. North 43° 25' 04" East, 288.37 feet to the place of beginning, being 101,172.9± square feet or 2.322 acres, more or less.

TOGETHER WITH the non-exclusive easement, right-of-way and/or right to use (in common with others including, without limitation, members of the general public) Otis Street, Brooks Road, Hill Road, Wright Drive, Dart Circle, Brookley Road, Geiger Road, Ellington Avenue, Kirtland Drive, Mobile Avenue, Ellsworth Road (to the extent that such roads or streets are located within the bounds of Parcel F9A, Parcel F9B, Parcel F1 and/or Parcel F2 and are in existence) and Perimeter Road as it exists from its intersection with Ellsworth Road to its intersection with Bomber Drive and Bomber Drive as it exists from its intersection with

Perimeter Road to its intersection with Phoenix Drive and Phoenix Drive as it exists from its intersection with Bomber Drive to its intersection with the northerly boundary of Parcel F4B.

GLDC FACILITY IV

(Parcel F4A/F12A)

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida, and State of New York shown as "Parcel F4A/F12A" on a map entitled "Property Map Showing Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F4A/F12A), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 50027, dated October 27, 1998 and last revised August 28, 2001, which said tract, piece or parcel of land is more particularly described as follows:

Beginning at a point on the proposed easterly street boundary of Perimeter Road; said point being South 36° 14' 32" East, 1,929.34 feet from a capped iron pipe found stamped "AFRL-44";

thence through the lands of The United States of America (reputed owner) the following six (6) courses and distances:

1. North 43° 18' 48" East, 697.21 feet to a point;
2. North 46° 54' 04" West, 235.82 feet to a point;
3. North 43° 28' 57" East, 2,731.35 feet to a point;
4. South 46° 36' 00" East, 709.70 feet to a point;
5. South 30° 01' 38" East, 1,115.45 feet to a point;
6. South 39° 04' 58" East, 301.40 feet to a point on the proposed northerly street boundary of the aforementioned Perimeter Road;

thence along said proposed northerly street boundary of the aforementioned Perimeter Road the following two (2) courses and distances:

1. South 43° 28' 17" West, 2,866.90 feet to a point;
2. South 62° 30' 28" West, 99.49 feet to a point at the intersection with the proposed easterly street boundary of the aforementioned Perimeter Road;

thence along the proposed easterly street boundary of the aforementioned Perimeter Road the following three (3) courses and distances:

1. North 81° 27' 47" West, 132.31 feet to a point;
2. North 59° 18' 47" West, 100.30 feet to a point;
3. North 46° 49' 58" West, 1,581.39 feet to the place of beginning being 6,663,475.9± square feet or 152.972 acres, more or less.

(Parcel F6A)

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida, and State of New York shown as "Parcel F6A" on a map entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F6A), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 50027, dated February 10, 2002 and revised November, 2002, which said tract, piece or parcel of land is more particularly described as follows:

Beginning at a capped iron rod found stamped "AFRL-21", located on the west side of March Street;

thence through the lands of The United States of America (reputed owner) the following three (3) courses and distances:

1. South 01° 41' 33" East, 1,253.93 feet to a point;
2. South 89° 02' 52" West, 987.09 feet to a point;
3. North 79° 09' 24" West, 263.33 feet to its intersection with the division line between the herein described parcel on the east and lands known as "Park Drive Manor II" on the west;

thence along said division line the following five (5) courses and distances:

1. North 42° 56' 08" East, 13.60 feet to a point;
2. North 13° 01' 10" East, 147.45 feet to a point;
3. North 53° 35' 04" West, 401.80 feet to a point;
4. North 34° 21' 57" West, 153.65 feet to a point;
5. South 46° 51' 43" West, 267.20 feet to a point to its intersection with the division line between the herein described parcel on the east and the lands of Charles A. Kaplan (reputed owner) on the west;

thence North 39° 50' 32" West along the last mentioned division line and continuing along the division line between the herein described parcel on the east and the lands of Fred Watts (reputed owner) on the west 615.20 feet to its intersection with the centerline of Floyd Avenue;

thence North 50° 09' 48" East along said centerline 557.20 feet to a point;

thence through the lands of The United States of America (reputed owner) the following three (3) courses and distances:

1. South 40° 56' 49" East, 48.45 feet to a point;
2. North 50° 26' 00" East, 553.27 feet to a point;
3. North 88° 24' 10" East, 1,039.45 feet to its intersection with the division line between the herein described parcel on the west and lands known as "AFRL Parcel No. 2" on the east;

thence along said division line the following three (3) courses and distances:

1. South 01° 41' 33" East, 119.36 feet to a point;
2. South 88° 18' 27" West, 38.48 feet to a point;
3. South 01° 41' 33" East, 179.14 feet to its intersection with the division line between the herein described parcel on the south and the aforementioned lands known as "AFRL Parcel No. 2" on the north;

thence North 88° 18' 27" East along said division line 269.73 feet to the place of beginning, being 2,493,032.9± square feet or 57.232 acres, more or less.

EXCEPTING AND RESERVING THEREFROM all that tract, piece or parcel of land shown as "Parcel F2B" on the aforementioned map, which tract, piece or parcel of land is more particularly described as follows:

Beginning at a point on the easterly side of Central Ave at its intersection with the division line between the herein described parcel on the northeast and lands known as "Park Drive Manor II" on the west;

Thence along said division line the following two (2) courses and distances:

1. North 53° 35' 04" West, 199.89 feet to a point;
2. North 34° 21' 57" West, 154.06 feet to a point;

Thence through the lands of The United States of America (now or formerly) the following three (3) courses and distances:

1. North 36° 41' 38" East, 190.99 feet to a point;
2. South 53° 18' 22" East, 347.66 feet to a point;
3. South 37° 10' 53" West 240.04 feet to the place of beginning, being 79,797.2± square feet or 1.831 acres, more or less.

GLDC FACILITY V

(Parcel F11A and F11C)

ALL THOSE TRACTS, PIECES OR PARCELS OF LAND situate in the City of Rome, County of Oneida and State of New York shown as "Parcel F11A" and "Parcel F11C" on a map entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F11A & C), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 50027, and dated January 6, 2002, and revised October, 2002, which said tracts, pieces or parcels of land are more particularly described as follows:

Parcel F11A

Beginning at a point located South 22° 37' 07" West, 769.96 feet from a capped iron rod found stamped "DFAS-12", located on the north side of Ellsworth Road;

thence South 50° 01' 17" East through the lands of The United States of America (reputed owner) 4,324.93 feet to a point on the division line between the herein described parcel on the west and the lands of Joe Zawislik (reputed owner) on the east;

thence South 40° 22' 13" West along said division line 1,875.50 feet to its intersection with the division line between the herein described parcel on the north and the lands of Tami Garland (reputed owner) on the south;

thence along said division line and the division line between the herein described parcel on the north and the lands of S. Padzur (reputed owner), D. A. Gladwin (reputed owner), Ronald Gualtieri (reputed owner) and People of the State of New York (reputed owner) on the south the following six (6) courses and distances:

1. North 74° 25' 07" West, 313.29 feet to a point;
2. North 60° 35' 38" West, 1,054.98 feet to a point;
3. North 65° 56' 11" West, 243.02 feet to a point;
4. South 74° 38' 09" West, 146.83 feet to a point;
5. South 74° 54' 03" West, 72.52 feet to a point;
6. South 72° 11' 25" West, 127.08 feet to a point;

thence through the lands of The United States of America (reputed owner) the following nineteen (19) courses and distances:

1. North 70° 42' 20" West, 93.35 feet to a point;
2. North 08° 09' 44" West, 36.66 feet to a point;
3. North 03° 59' 08" West, 115.24 feet to a point of curvature;
4. northerly along a curve to the left, having a radius of 411.75 feet, a chord length of 198.80 feet, a chord direction of North 17° 23' 34" West to a point of tangency;
5. North 27° 41' 08" West, 13.95 feet to a point of curvature;
6. northerly along a curve to the left, having a radius of 699.29 feet, a chord length of 95.11 feet, a chord direction of North 18° 40' 22" West to a point of tangency;
7. North 22° 48' 10" West, 270.18 feet to a point of curvature;
8. northerly along a curve to the right, having a radius of 853.84 feet, a chord length of 302.86 feet, a chord direction of North 10° 45' 23" West to a point of curvature;
9. northerly along a curve to the right, having a radius of 909.44 feet, a chord length of 252.42 feet, a chord direction of North 01° 45' 32" East to a point of curvature;
10. northerly along a curve to the right, having a radius of 3,561.19 feet, a chord length of 312.14 feet, a chord direction of North 07° 17' 54" East to a point of reverse curvature;
11. northerly along a curve to the left, having a radius of 952.91 feet, a chord length of 233.08 feet, a chord direction of North 00° 31' 38" West to a point of tangency;
12. North 07° 11' 18" West, 380.69 feet to a point;

13. North 88° 54' 56" East, 417.41 feet to a point;
14. North 07° 05' 06" West, 561.54 feet to a point of curvature;
15. westerly along a curve to the left, having a radius of 153.98 feet, a chord length of 117.26 feet, a chord direction of North 57° 53' 59" West to a point of reverse curvature;
16. westerly along a curve to the right, having a radius of 3,248.21 feet, a chord length of 151.36 feet, a chord direction of North 82° 25' 34" West to a point of reverse curvature;
17. westerly along a curve to the right, having a radius of 501.45 feet, a chord length of 156.88 feet, a chord direction of North 73° 46' 34" West to a point of curvature;
18. northerly along a curve to the right, having a radius of 59.43 feet, a chord length of 66.04 feet, a chord direction of North 36° 12' 19" West to a point of tangency;
19. North 06° 46' 31" West, 615.53 feet to the place of beginning, being 6,645,536.6± square feet or 152.560 acres, more or less.

Parcel F11C

Beginning at a point located South 02° 09' 04" East from a capped iron rod found stamped "DFAS-12", located on the north side of Ellsworth Road;

thence through the lands of The United States of America (reputed owner) the following three (3) courses and distances:

1. North 88° 52' 14" East, 705.31 feet to a point;
2. South 21° 45' 38" West, 568.40 feet to a point;
3. North 43° 53' 21" West, 713.21 feet to the place of beginning, being 184,664.8± square feet or 4.239 acres, more or less.

GLDC FACILITY VI

(Building 750 Parcel)

All that Tract, Piece, or Parcel OF LAND situate in the City of Rome, County of Oneida and State of New York; as shown on the Map entitled Property Map Showing a Portion of Lands to be conveyed to Oneida County Industrial Development Agency (Building 750 Parcel), City of Rome, County of Oneida, State of New York; made by Michael P. Waters, P.L.S. No. 50027, and dated January 10, 2003, last revised April 10, 2003, which tract, piece or parcel of land is more particularly described as follows:

Beginning at a capped iron pipe found stamped "AFRL-45", located at the intersection of the proposed northeasterly boundary of Perimeter Road with the proposed northwesterly boundary of Phoenix Drive;

thence along said proposed northwesterly boundary of Phoenix Drive and through the lands of the United States of America (reputed owner) the following the following three (3) courses and distances:

1. North 74° 01' 39" East, 331.89 feet to a capped iron pipe found stamped "AFRL-44";
2. North 42° 01' 00" East, 334.02 feet to a point passing through a capped iron pipe found stamped "AFRL-43" at a distance of 282.00 feet from said capped iron pipe found stamped "AFRL-44";
3. South 46° 54' 04" East, 235.71 feet to its intersection with the division line between the herein described parcel on the northwest and the lands of the Oneida County Industrial Development Agency (reputed owner) on the southeast;

thence South 43° 18' 48" West along the last mentioned division line 628.42 feet to its intersection with the aforementioned proposed northeasterly boundary of Perimeter Road;

thence along said proposed northeasterly boundary of Perimeter Road the following three (3) courses and distances:

1. westerly along a curve to the right having a radius of 4,456.93 feet, a chord length of 72.65 feet, a chord direction of North 58° 28' 51" West to a point of curvature;
2. westerly along a curve to the right having a radius of 898.99 feet, a chord length of 118.38 feet, a chord direction of North 52° 24' 41" West to a point of curvature;
3. westerly along a curve to the right having a radius of 966.09 feet, a chord length of 148.95 feet a chord direction of North 44° 03' 00" West to its intersection with the proposed southeasterly boundary of Phoenix Drive;

thence North 21° 38' 02" West through the parcel to be conveyed 66.32 feet to the place of beginning, being 177,329.4± square feet or 4.071 acres, more or less.

(Parcel F7, Parcel No. 2)

ALL THAT TRACT, PIECE, OR PARCEL OF LAND situated in the City of Rome, County of Oneida and State of New York shown as Parcel No. 2 on the map titled "Property Map Showing a Portion of Lands to be Conveyed To Oneida County Industrial Development Agency" (Parcel F7), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 50027, dated June 29, 2002, and revised December 2, 2002, more particularly described as follows:

Beginning at a point easterly street boundary of Bell Road, said point of beginning being North 12° 56' 45" East, 4,610.34 feet from a capped iron rod found stamped "AFRL-17," located on the westerly boundary of lands known as AFRL Parcel No. 1 Rome Research Site; thence North 04° 50' 17" West along the easterly street boundary of Bell Road 1,450.30 feet to a point; thence through the lands of The United States of America, under the jurisdiction of the Department of the Air Force the following eight (8) courses and distances:

1. North 86° 42' 22" East, 1,258.09 feet to a point;
2. South 11° 31' 25" East, 848.72 feet to a point;
3. South 46° 45' 01" East, 936.26 feet to a point;
4. South 45° 51' 19" West, 319.22 feet to a point;
5. South 17° 27' 44" West, 148.76 feet to a point;
6. South 43° 19' 40" West, 328.09 feet to a point;
7. North 07° 28' 57" West, 684.01 feet to a point;

8. South 85° 06' 30" West, 1,402.40 feet to a place of beginning, being 2,269,173.5± square feet or 52.093 acres, more or less.

GLDC FACILITY VII

(Parcel F3A and Parcel F3B)

ALL THOSE TRACTS, PIECES OR PARCELS OF LAND situate in the City of Rome, County of Oneida and State of New York, bounded and described as follows:

Parcel F3A

Beginning at the intersection of the northerly street boundary of Floyd Avenue and the division line between the herein described parcel on the east and the lands of Salvatore Calcara (reputed owner) and the lands of Louis Ceci and Carol Ceci (reputed owner) on the west; said point being South 42° 31' 26" West, 380.12 feet from a capped iron rod found stamped "AFRL-14";

thence North 06° 33' 32" West along the last mentioned division line 199.78 feet to its intersection with the division line between the herein described parcel on the east and the lands of James Acchino (reputed owner), James A. DiCastro (reputed owner), Margaret Jones (reputed owner), and E. Pawlak, Sr. (reputed owner) on the west;

thence North 30° 23' 24" West along the last mentioned division line 1,424.73 feet to its intersection with the division line between the herein described parcel on the north and the aforementioned lands of Pawlak (reputed owner) on the south;

thence North 81 ° 43' 15" West along the last mentioned division line 106.67 feet to its intersection with the easterly street boundary of the existing Bell Road;

thence North 06° 18' 09" West along said easterly street boundary of the existing Bell Road 23.43 feet to a point;

thence through the lands of the The United States of America (reputed owner) the following thirteen (13) courses and distances:

1. North 41° 15' 32" East, 744.19 feet to a point;
2. North 40° 56' 03" East, 464.04 feet to a point;
3. South 46° 41' 52" East, 912.96 feet to a point;
4. South 01° 18' 51" East, 32.57 feet to a point;
5. North 88° 09' 03" East, 865.79 feet to a point;
6. North 01° 38' 04" West, 36.43 feet to a point;
7. North 88° 33' 36" East, 640.72 feet to a point;
8. South 01° 38' 04" East, 376.47 feet to a point;
9. North 88° 28' 22" East, 96.41 feet to a point;
10. South 01° 38' 34" East, 1,045.99 feet to a point;
11. South 88° 24' 10" West, 1,781.39 feet to a point;

12. South 50° 26' 00" West, 553.27 feet to a point;
13. North 40° 56' 49" West, 48.45 feet to a point to the place of beginning, being 4,256,353.1± square feet or 97.712 acres, more or less.

EXCEPTING AND RESERVING from said Parcel F3A the following three (3) parcels:

Exception No. 1

Beginning at a capped iron rod found stamped "AFRL-14" located on the northerly side of Floyd Avenue extended northeasterly; thence through Parcel F3A described above the following ten (10) courses and distances:

1. North 39° 53' 05" West, 256.54 feet to a capped iron rod found stamped "AFRL-15";
2. South 78° 35' 37" West, 150.04 feet to a capped iron rod found stamped "AFRL-16";
3. North 05° 30' 42" West, 224.95 feet to a capped iron rod found stamped "AFRL-17";
4. North 78° 41' 29" East, 264.94 feet to a capped iron rod found stamped "AFRL-18";
5. North 11° 07' 30" West, 253.28 feet to a capped iron rod found stamped "AFRL-19";
6. North 78° 56' 40" East, 403.09 feet to a capped iron rod found stamped "AFRL-10";
7. South 12° 15' 18" East, 118.28 feet to a capped iron rod found stamped "AFRL-11";
8. North 79° 10' 59" East, 84.87 feet to a capped iron rod found stamped "AFRL-12";
9. South 10° 29' 42" East, 314.68 feet to a capped iron rod found stamped "AFRL-13";
10. South 50° 40' 22" West, 567.70 feet to the place of beginning, being 343,993.3± square feet or 7.897 acres, more or less.

Exception No. 2

Beginning at a point in Parcel F3A described above; said point being North 81° 02' 22" East 66.00 feet from a capped iron rod found stamped "AFRL-13";

thence through Parcel F3A described above the following six (6) courses and distances:

1. North 10° 29' 43" West, 460.51 feet to a point;
2. North 44° 57' 07" East, 64.25 feet to a point;
3. South 65° 11' 41" East, 51.83 feet to a point;
4. South 34° 29' 58" East, 92.85 feet to a point;
5. South 18° 33' 54" East, 285.39 feet to a point;
6. South 49° 31' 10" West, 199.70 feet to the place of beginning, being 59,123.6± square feet or 1.357 acres, more or less.

Exception No. 3

Beginning at a point in Parcel F3A described above; said point being South 18° 58' 50" East 78.46 feet from a capped iron rod found stamped "AFRL-13";

thence through Parcel F3A described above the following four (4) courses and distances:

1. South 18° 58' 50" East, 144.71 feet to a point;
2. South 64° 11' 22" West, 121.14 feet to a point;
3. South 86° 46' 15" West, 169.91 feet to a point;
4. North 49° 18' 38" East, 305.47 feet to the place of beginning, being 24,486.9± square feet or 0.562 acre, more or less.

Parcel F3B

Beginning at a point on the westerly side of Perimeter Road at its intersection with the centerline of Wright Settlement Road extended northeasterly; said point being easterly along said centerline of Wright Settlement Road extended northeasterly 870± feet from its intersection with the centerline of Pennystreet Road;

thence South 84° 09' 11" West through the lands of The United States of America (reputed owner) and along said Wright Settlement Road centerline 239.99 feet to its intersection with the division line between the herein described parcel on the east and the lands of James C. Thomas (reputed owner) on the west;

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

1. North 01° 12' 00" West, along the last mentioned division line and continuing along the division line between the herein described parcel on the east and the lands of T.J. Adams and D.M. Adams (reputed owners) on the west 368.17 feet to its intersection with the division line between the herein described parcel on the north and the aforementioned lands of T.J. Adams and D.M. Adams (reputed owners) on the south;
2. South 83° 45' 30" West along the last mentioned division line 657.69 feet to its intersection with the centerline of Pennystreet Road;

thence North 00° 55' 48" West along said centerline of Pennystreet Road 770.74 feet to a point;

thence through the lands of The United States of America (reputed owner) the following three (3) courses and distances:

1. South 66° 05' 14" East, 1,123.65 feet to a point;
2. Southerly along a curve to the right having a radius of 458.43 feet, a chord length of 250.51 feet and a chord direction of South 01° 04' 24" West;
3. South 18° 02' 55" West 354.27 feet to the place of beginning, being 611,646.4± square feet or 14.041 acres, more or less.

The above-described "Parcel F3A" and "Parcel F3B" are shown on a map entitled "Property Map Showing A Portion of Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F3), City of Rome, County of Oneida, State of New York"; made by Michael P. Waters, P.L.S. No. 50027, dated December 3, 1997, last revised March, 2004.

GLDC FACILITY VIII

(Parcel F10A)

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

BEGINNING at the intersection of the centerline of Butternut Road with the centerline of Cemetery Road;

thence South 10° 27' 30" East along the last mentioned centerline 348.45 feet to its intersection with the division line between the herein described parcel on the north and the lands of the County of Oneida (reputed owner) on the south;

thence South 89° 01' 58" West along the last mentioned division line 1,863.42 feet to its intersection with the division line between the herein described parcel on the east and the aforementioned lands of the County of Oneida (reputed owner) on the west;

thence North 46° 44' 22" West along the last mentioned division line 210.23 feet to its intersection with the aforementioned centerline of Butternut Road;

thence along said Butternut Road centerline the following two (2) courses and distances:

1. North 83° 01' 42" East, 688.05 feet to a point;
2. North 83° 25' 08" East, 1,278.46 feet to a point to the place of beginning, being 481,500.4± square feet or 11.054 acres, more or less.

The above-described premises are shown on a map entitled "Property Map Showing Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F10A), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 50027, dated July 28, 2004 and filed in the Oneida County Clerk's Office concurrently herewith.

GLDC FACILITY IX

(Parcel F4C – Parcel A and Parcel F4C – Parcel B)

ALL THOSE TRACTS, PIECES OR PARCELS OF LAND situate in the City of Rome, County of Oneida and State of New York as shown on a map entitled "Property Map Showing Lands of to be Conveyed to Oneida County Industrial Development Agency (Parcel F4C), City of Rome, County of Oneida, State of New York"; prepared by Michael P. Waters, P.L.S. No. 50027, and dated June 30, 2005; which said tracts, pieces or parcels of land are more particularly described as follows:

Parcel 'A'

Beginning at the intersection of the division line between the herein described parcel on the northeast and the lands of Oneida County Industrial Development Agency (reputed owner) on the southwest with the division line between the herein described parcel on the southeast and the aforementioned lands of Oneida County Industrial Development Agency (reputed owner) on the northwest; said point being North 45° 05' 03" East 56.94 feet from a capped iron rod found stamped "AFRL-44";

thence North 45° 05' 03" East along the last mentioned division line 451.67 feet to its intersection with the proposed westerly street boundary of Ellsworth Road;

thence southerly along said proposed westerly street boundary of Ellsworth Road on a curve to the left having a radius of 600.00 feet, a chord distance of 318.13 feet, a chord direction of South 29° 12' 45" East to its intersection with the proposed southerly street boundary of Ellsworth Road;

thence North 45° 08' 55" East along said proposed southerly street boundary of Ellsworth Road 100.00 feet to its intersection with the proposed easterly street boundary of Ellsworth Road;

thence along said proposed easterly street boundary of Ellsworth Road the following three (3) courses and distances:

1. northerly along a curve to the right having a radius of 500.00 feet, a chord distance of 269.52 feet, a chord direction of North 29° 12' 46" West to a point of tangency;
2. North 13° 34' 30" West, 206.93 feet to a point of curvature;
3. Northerly along a curve to the left having a radius of 600.00 feet, a chord distance of 440.94 feet, a chord direction of North 35° 08' 09" West to a point;

thence through the lands of The United States of America (reputed owner) the following four (4) courses and distances:

1. North 38° 26' 06" East, 165.63 feet to a point;
2. North 43° 24' 56" East, 929.25 feet to a point;
3. North 42° 16' 31" West, 148.60 feet to a point;
4. North 43° 22' 43" East, 51.93 feet to its intersection with the division line between the herein described parcel on the south and the lands of The County of Oneida (reputed owner) on the north;

thence South 46° 42' 41" East along said division line 215.36 feet to its intersection with the division line between the herein described parcel on the southeast and the aforementioned lands of The County of Oneida (reputed owner) on the northwest;

thence North 43° 01' 19" East along said division line 395.11 feet to its intersection with the division line between the herein described parcel on the southwest and the aforementioned lands of The County of Oneida (reputed owner) on the northeast;

thence along said division line the following two (2) courses and distances:

1. easterly along a curve to the right having a radius of 70.08 feet, a chord distance of 98.59 feet, a chord direction of South 57° 54' 44" East to a point of tangency;
2. South 14° 41' 37" East, 80.33 feet to its intersection with the division line between the herein described parcel on the southeast and the aforementioned lands of The County of Oneida (reputed owner) on the northwest;

thence North 43° 01' 20" East along said division line 160.24 feet to its intersection with the division line between the herein described parcel on the southwest and the aforementioned lands of The County of Oneida (reputed owner) on the northeast;

thence South 46° 58' 40" East along said division line 205.04 feet to its intersection with the division line between the herein described parcel on the west and the aforementioned lands of The County of Oneida (reputed owner) on the east;

thence South 21° 17' 27" East along said division line 337.61 feet to its intersection with the division line between the herein described parcel on the southwest and the aforementioned lands of The County of Oneida (reputed owner) on the northeast;

thence South 43° 28' 16" West along said division line 233.55 feet to its intersection with the division line between the herein described parcel on the southwest and the aforementioned lands of The County of Oneida (reputed owner) on the northeast;

thence South 46° 31' 44" East along said division line 268.11 feet to its intersection with the division line between the herein described parcel on the southwest and the aforementioned lands of The County of Oneida (reputed owner) on the northeast;

thence South 43° 28' 17" West along said division line 171.77 feet to its intersection with the division line between the herein described parcel on the southwest and the aforementioned lands of The County of Oneida (reputed owner) on the northeast;

thence South 46° 31' 45" East along said division line 61.13 feet to a point on said division line;

thence through the lands of The United States of America (reputed owner) the following five (5) courses and distances:

1. South 43° 28' 16" West, 1,388.41 feet to a point;
2. South 47° 29' 47" East, 564.31 feet to a point of curvature
3. easterly along a curve to the left having a radius of 141.05 feet, a chord length of 153.76 feet, a chord direction of North 72° 39' 00" East to a point of tangency;
4. North 43° 27' 54" East, 50.24 feet to a point;

5. South 46° 32' 05" East, 510.83 feet to its intersection with the division line between the herein described parcel on the southwest and the lands of Oneida County Industrial Development Agency (reputed owner) on the northeast;

thence South 43° 28' 57" West along said division line 674.50 feet to its intersection with the division line between the herein described parcel on the northeast and the aforementioned lands of Oneida County Industrial Development Agency (reputed owner) on the southwest;

thence North 46° 54' 04" West along said division line 542.89 feet to a point on said division line;

thence through the lands of The United States of America (reputed owner) the following three (3) courses and distances:

1. North 43° 05' 57" East, 315.99 feet to a point;
2. North 46° 41' 28" West, 765.02 feet to a point;
3. South 43° 05' 58" West. 318.79 feet to its intersection with the first mentioned division line;

thence North 46° 54' 04" West along said division line 357.29 feet to the place of beginning being 2,382,716.1± square feet or 54.700 acres, more or less.

Parcel 'B'

Beginning at the intersection of the division line between the herein described parcel on the northwest and the lands of The County of Oneida (reputed owner) on the southeast with the division line between the lands of The County of Oneida (reputed owner) on the northeast and the lands of The United States of America (reputed owner) on the southwest; said point being North 22° 20' 26" East 2,091.30 feet from a capped iron rod found stamped "AFRL-44";

thence North 46° 42' 41" West along the last mentioned division line 412.36 feet to its intersection with the division line between the herein described parcel on the southeast and the aforementioned lands of The County of Oneida (reputed owner) on the northwest;

thence North 43° 17' 19" East along said division line 238.81 feet to its intersection with the division line between the herein described parcel on the southwest and the aforementioned lands of The County of Oneida (reputed owner) on the northeast;

thence South 46° 42' 41" East along said division line 412.36 feet to its intersection with the first mentioned division line;

thence South 43° 17' 19" West along said division line 238.81 feet to the place of beginning being 98,476.6± square feet or 2.261 acres, more or less.

(Parcel F10B)

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York as shown on a map entitled "Property Map Showing Lands of to be Conveyed to Oneida County Industrial Development Agency (Parcel F10B), City of Rome, County of Oneida, State of New York"; prepared by Michael P. Waters, P.L.S. No. 50027, and dated June 30, 2005; which said tract, piece or parcel of land is more particularly described as follows:

Beginning at a point on the division line between the herein described parcel on the east and the lands of The County of Oneida (reputed owner) on the west; said point being North 14° 53' 27" West 9,288.86 feet from a capped iron rod found stamped "AFRL-43".

thence through the lands of the United States of America (reputed owner) the following three (3) courses and distances:

1. North 44° 16' 34" East, 800.00 feet to a point;
2. North 65° 56' 46" East, 846.81 feet to a point;
3. North 20° 46' 42" West, 1,187.07 feet to its intersection with the division line between the herein described parcel on the south and the lands of Ellen Webster and Randall Webster (reputed owner) on the north;

thence North 84° 06' 54" East along said division line 997.09 feet to its intersection with the division line between the herein described parcel on the west and the lands of Mary Veralito (reputed owner) on the east;

thence South 06° 02' 16" East along said division line 517.87 feet to its intersection with the division line between the herein described parcel on the south and the aforementioned lands of Veralito (reputed owner) on the north;

thence North 83° 55' 03" East along said division line 1,410.52 feet to its intersection with the division line between the herein described parcel on the west and the lands of Ronald Harris and Karin Harris (reputed owner) on the east;

thence South 06° 05' 12" East along said division line and continuing along the division line between the herein described parcel on the west and the lands of Duane Mullen (reputed owner) on the east 2,625.40 feet to its intersection with the division line between the herein described parcel on the south and the aforementioned lands of Mullen (reputed owner) on the north;

thence North 86° 24' 48" East along said division line 924.00 feet to its intersection with the division line between the herein described parcel on the west and the lands of J.T. Roback and J.Y. Roback (reputed owner) on the east;

thence South 03° 35' 04" East along said division line and continuing along the division line between the herein described parcel on the west and the lands of Geraldine Burns (reputed owner) on the east 1,789.99 feet to its intersection with the division line between the herein described parcel on the north and the lands of Thomas Bunal (reputed owner) on the south;

thence North 85° 05' 12" West along said division line 369.93 feet to its intersection with the division line between the herein described parcel on the west and the aforementioned lands Bunal (reputed owner) on the east;

thence South 03° 02' 54" East along said division line 590.22 feet to its intersection with the division line between the herein described parcel on the west and the lands of Marc Gleba and Gregory Gleba (reputed owners) on the east;

thence along said division line and continuing along the division line between the herein described parcel on the west and the lands of Joseph Wallace and Carol Wallace (reputed owner) the following two (2) courses and distances:

1. South 05° 26' 07" East, 456.97 feet to a point;
2. South 05° 35' 12" East, 247.81 feet to its intersection with the division line between the herein described parcel on the southwest and the aforementioned lands of Wallace (reputed owner) on the northeast;

thence South 47° 29' 31" East along said division line 769.85 feet to its intersection with the division line between the herein described parcel on the northeast and the lands of The County of Oneida (reputed owner) on the southwest;

thence along said division line the following six (6) courses and distances:

1. North 48° 39' 41" West, 700.99 feet to a point;
2. North 49° 12' 39" West, 367.53 feet to a point;
3. North 47° 48' 33" West, 201.31 feet to a point;
4. North 53° 06' 31" West, 607.77 feet to a point;
5. North 53° 35' 07" West, 256.67 feet to a point;
6. North 53° 22' 01" West, 40.80 feet to a point;

thence through the lands of The United States of America (reputed owner) the following three (3) courses and distances:

1. North 42° 50' 42" East, 553.49 feet to a point;
2. North 47° 09' 46" West, 756.00 feet to a point;
3. South 42° 50' 10" West, 598.36 feet to its intersection with the division line between the herein described parcel on the northeast and the land of The County of Oneida (reputed owner) on the southwest;

thence along said division line the following two (2) courses and distances:

1. thence North 46° 01' 02" West, 1,857.85 feet to a point;
2. thence North 53° 22' 01" West, 60.09 feet to a point;

thence through the lands of The United States of America (reputed owner) the following three (3) courses and distances:

1. North 43° 57' 55" East, 255.63 feet to a point;
2. North 47° 28' 20" West, 570.71 feet to a point;
3. South 43° 55' 04" West, 268.66 feet to its intersection with the division line between the herein described parcel on the northeast and the lands of The County of Oneida (reputed owner) on the southwest;

thence along said division line the following two (2) courses and distances:

1. North 58° 37' 17" West, 284.31 feet to a point;
2. North 45° 43' 27" West, 912.79 feet to the place of beginning being 12,572,759.3± square feet or 288.631 acres, more or less.

GLDC FACILITY X

(Parcel F11D-A)

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York, as shown on a map entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F11D-A), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 50027, dated September 20, 2005, and filed in the Oneida County Clerk's Office concurrently herewith; which said tract, piece or parcel of land is more particularly described as follows:

Beginning at the intersection of the division line between the lands of The United States of America (reputed owner) on the west and the lands of Oneida County Industrial Development Agency (reputed owner) on the east with the division line between the herein described parcel on the south and the aforementioned lands of Oneida County Industrial Development Agency (reputed owner) on the north; said point being South 02° 05' 50" East 677.05 feet from a capped iron rod found stamped "DFAS-12";

thence South 43° 55' 55" East along said division line 713.57 feet to its intersection with the division line between the herein described parcel on the east and the aforementioned lands of Oneida County Industrial Development Agency (reputed owner) on the west;

thence North 21° 45' 38" East along said division line 568.40 feet to its intersection with the division line between the herein described parcel on the south and the aforementioned lands of Oneida County Industrial Development Agency (reputed owner) on the north;

thence North 88° 52' 27" East along said division line 461.81 feet to its intersection with the proposed westerly street boundary of Perimeter Road;

thence along said proposed westerly street boundary of Perimeter Road the following three (3) courses and distances:

1. northerly along a curve to the right having a radius of 658.61 feet, a chord distance of 154.62 feet, a chord direction of North 17° 27' 37" West to a point of curvature;
2. northerly along a curve to the right having a radius of 557.05 feet, a chord distance of 82.98 feet, a chord direction of North 09° 54' 11" West to a point of curvature;
3. northerly along a curve to the right having a radius of 148.59 feet, a chord distance of 16.70 feet, a chord direction of North 05° 18' 32" East to its intersection with the division line between the herein described parcel on the south and aforementioned lands of Oneida County Industrial Development Agency (reputed owner) on the north;

thence North 76° 50' 51" East along said division line 78.58 feet to its intersection with the proposed easterly street boundary of Perimeter Road;

thence along said proposed easterly street boundary of Perimeter Road the following nine (9) courses and distances:

1. South 15° 09' 49" West, 15.56 feet to a point of curvature;
2. southerly along a curve to the left having a radius of 82.59 feet, a chord distance of 28.29 feet, a chord direction of South 05° 18' 28" West to a point of curvature;
3. southerly along a curve to the left having a radius of 491.05 feet, a chord distance of 82.34 feet, a chord direction of South 09° 21' 34" East to a point of curvature;
4. southerly along a curve to the left having a radius of 592.61 feet, a chord distance of 143.46 feet, a chord direction of South 17° 39' 15" East to a point of curvature;
5. southerly along a curve to the left having a radius of 523.97 feet, a chord distance of 370.15 feet, a chord direction of South 38° 26' 44" East to a point of tangency;
6. South 63° 36' 23" East, 345.33 feet to a point;
7. South 69° 36' 28" East, 148.60 feet to a point;
8. South 82° 23' 29" East, 250.90 feet to a point;
9. South 63° 30' 57" East, 193.62 feet to its intersection with the division line between the herein described parcel on the west and aforementioned lands of Oneida County Industrial Development Agency (reputed owner) on the east;

thence South 21° 38' 02" East along said division line 66.32 feet to its intersection with the proposed northeasterly street boundary of Perimeter Road;

thence along said proposed northeasterly street boundary of Perimeter Road the following three (3) courses and distances:

1. southerly along a curve to the left having a radius of 966.09 feet, a chord distance of 148.95 feet, a chord direction of South 44° 06' 50" East to a point of curvature;
2. easterly along a curve to the left having a radius of 898.99 feet, a chord distance of 118.38 feet, a chord direction of South 52° 24' 51" East to a point of curvature;
3. easterly along a curve to the left having a radius of 4,456.93 feet, a chord distance of 58.33 feet, a chord direction of South 58° 34' 23" East to a point;

thence through the lands of The United States of America the following eleven (11) courses and distances:

1. South 44° 57' 51" West, 1,148.17 feet to a point;
2. North 46° 42' 15" West, 1,156.67 feet to a point;
3. North 41° 33' 24" East, 670.37 feet to a point;
4. North 56° 34' 31" West, 539.17 feet to a point;
5. South 38° 43' 53" West, 375.60 feet to a point;
6. North 16° 36' 00" East, 276.62 feet to a point;
7. North 67° 18' 22" West, 59.62 feet to a point;
8. South 14° 25' 29" West, 393.40 feet to a point;
9. South 38° 28' 05" West, 164.28 feet to a point;
10. North 50° 46' 21" West, 676.19 feet to a point;
11. North 03° 06' 54" West, 147.22 feet to the place of beginning, being 1,449,149.0± square feet or 33.268 acres, more or less.

(Parcel F11D-B)

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York, as shown on a map entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F11D-B), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 50027, dated September 20, 2005, and filed in the Oneida County Clerk's Office concurrently herewith; which said tract, piece or parcel of land is more particularly described as follows:

Beginning at a point on the proposed northeasterly street boundary of Perimeter Road; said point being South 38° 26' 11" East 2,428.63 feet from a capped iron rod found stamped "AFRL-44";

thence South 46° 49' 58" East along said proposed northeasterly street boundary of Perimeter Road 1,092.11 feet to its intersection with the proposed northerly street boundary of said Perimeter Road;

thence along said proposed northerly street boundary of Perimeter Road the following four (4) courses and distances:

1. South 59° 18' 47" East, 100.30 feet to a point;
2. South 81° 27' 47" East, 132.31 feet to a point;
3. North 62° 30' 28" East, 99.49 feet to a point;
4. North 43° 28' 17" East, 108.26 feet to its intersection with the division line between the herein described parcel on the southwest and the lands of The County of Oneida (reputed owner) on the northeast;

thence South 44° 50' 05" East along said division line 225.76 feet to its intersection with the division line between the herein described parcel on the southwest and the lands of AnaMae Parsons Trust (reputed owner) on the northeast;

thence along said division line the following two (2) courses and distances:

1. South 43° 17' 50" West, 241.92 feet to a point;
2. South 72° 42' 08" East, 850.0 feet to its intersection with the southwesterly street boundary of Rickmeyer Road;

thence South 43° 17' 50" West along said southwesterly street boundary of Rickmeyer Road 50.0 feet to its intersection with the division line between the herein described parcel on the northwest and the lands of AnaMae Parsons Trust (reputed owner) on the southeast;

thence along said division line the following two (2) courses and distances:

1. North 72° 42' 08" West, 850.0 feet to a point;
2. South 43° 17' 50" West, 250.0 feet to its intersection with the division line between the herein described parcel on the northeast and the lands of The County of Oneida (reputed owner) on the southwest;

thence North 46° 34' 48" West along said division line and continuing along the division line between the herein described parcel on the northeast and the lands of Joseph Zawislak (reputed owner) on the southwest 1,309.05 feet to its intersection with the division line between the herein described parcel on the north and said lands of Zawislak (reputed owner) on the south;

thence North 79° 42' 20" West along said division line 297.15 feet to a point;

thence North 43° 25' 12" East through the lands of The United States of America (reputed owner) 403.26 feet to the place of beginning, being 521,012.9± square feet or 11.961 acres, more or less.

GLDC FACILITY XI

(Exception No. 2 and Exception No. 3 and Parcel F5)

Parcel I

ALL THOSE TRACTS, PIECES OR PARCELS OF LAND situate in the City of Rome, County of Oneida, State of New York designated as "Exception No. 2" and "Exception No. 3" on a survey map entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F3), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 050027, dated December 3, 1997, last revised in March, 2004, which survey map is filed in the Oneida County Clerk's Office in Map Roll 1872, which said tracts, pieces or parcels of land are more particularly described as follows:

Exception No. 2

Beginning at a point in Parcel F3A as shown on said survey map; said point being North 81° 02' 22" East 66.00 feet from a capped iron rod found stamped "AFRL-13";

thence through said Parcel F3A the following six (6) courses and distances;

1. North 10° 29' 43" West, 460.51 feet to a point;
2. North 44° 57' 07" East, 64.25 feet to a point;
3. South 65° 11' 41" East, 51.83 feet to a point;
4. South 34° 29' 58" East, 92.85 feet to a point;
5. South 18° 33' 54" East, 285.39 feet to a point;
6. South 49° 31' 10" West, 199.70 feet to the place of beginning, being 59,123.6± square feet or 1.357 acres, more or less.

Exception No. 3

Beginning at a point in Parcel F3A as shown on said survey map; said point being South 18° 58' 50" East 78.46 feet from a capped iron rod found stamped "AFRL-13";

thence through said Parcel F3A the following four (4) courses and distances:

1. South 18° 58' 50" East, 144.71 feet to a point;
2. South 64° 11' 22" West, 121.14 feet to a point;
3. South 86° 46' 15" West, 169.91 feet to a point;
4. North 49° 18' 38" East, 305.47 feet to the place of beginning, being 24,486.9± square feet or 0.562 acre, more or less.

Parcel II

ALL THOSE TRACTS, PIECES OR PARCELS OF LAND situate in the City of Rome, County of Oneida and State of New York, as shown on a map entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F5), City of Rome, County of Oneida, State of New York", made by Michael P. Waters, P.L.S. No. 50027, dated September 12, 2007; which said tracts, pieces or parcels of land are more particularly described as follows:

Parcel F5-1

Beginning at a capped iron rod found on the proposed southerly street boundary of Brooks Road, said capped iron rod found stamped "DFAS-8".

thence through the lands of The United States of America (reputed owner) the following four (4) courses and distances:

1. South 01° 30' 57" East, 280.83 feet to a point;

2. South 88° 21' 44" West, 176.01 feet to a point;
3. South 01° 38' 16" East, 258.87 feet to a point;
4. South 88° 23' 06" West, 233.37 feet to its intersection with the proposed easterly street boundary of March Street;

thence North 01° 41' 36" West along said proposed easterly street boundary of March Street 390.49 feet to a point on said proposed easterly street boundary of March Street;

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

1. North 88° 21' 44" East, 235.42 feet;
2. North 01° 30' 57" West, 149.24 feet to its intersection with the aforementioned proposed southerly street boundary of Brooks Road;

thence North 88° 24' 10" East along said proposed southerly street boundary of Brooks Road 174.62 feet to the place of beginning, being 140,430.7.1± square feet or 3.224 acres, more or less.

Parcel F5-2

Beginning at a capped iron rod found on the proposed southerly street boundary of Hangar Road, said capped iron rod found stamped "N-3".

thence South 01° 38' 34" East through the lands of The United States of America (reputed owner) 777.18 feet to its intersection with the proposed northerly street boundary of Brooks Road;

thence South 88° 24' 10" West along said proposed northerly street boundary of Brooks Road 66.00 feet to its intersection with the division line between the herein described parcel on the east and the lands of Oneida County Industrial Development Agency (reputed owner) on the west,

thence North 01° 38' 34" West along said division line 877.15 feet to its intersection with the proposed northerly street boundary of Hangar Road;

thence North 88° 21' 56" East along said proposed northerly street boundary of Hangar Road 584.64 feet to a point;

thence South 01° 28' 41" East through the lands of The United States of America (reputed owner) 100.00 feet to its intersection with the aforementioned proposed southerly street boundary of Hangar Road;

thence South 88° 21' 56" West along said proposed southerly street boundary of Hangar Road 518.35 feet to the place of beginning, being 109,748.0± square feet or 2.519 acres, more or less.

Parcel F5-3

Beginning at a capped iron rod found on the proposed southerly street boundary of Hangar Road, said capped iron rod found stamped "AFRL-26".

thence South 88° 21' 56" West along said proposed southerly street boundary of Hangar Road 524.25 feet to a point;

thence North 01° 28' 41" West through the lands of The United States of America (reputed owner) 100.00 feet its intersection with the proposed northerly street boundary of Hangar Road;

thence North 88° 21' 56" East along said proposed northerly street boundary of Hangar Road 819.90 feet to its intersection with the division line between the herein described parcel on the west and the lands of Oneida County Industrial Development Agency (reputed owner) on the east;

thence South 01° 27' 46" East along said division line 606.11 feet to its intersection with the division line between the herein described parcel on the north and the lands of Oneida County Industrial Development Agency (reputed owner) on the south;

thence South 88° 41' 03" West along said division line 295.62 feet to its intersection with the division line between the herein described parcel on the east and the lands designated as 'AFRL - Rome Research Site - Parcel No. 3' on the west;

thence North 01° 27' 46" West along said division line 504.46 feet to the place of beginning, being 231,362.3 ± square feet or 5.311 acres, more or less.

GLDC FACILITY XIV

(Parcel F10C)

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York shown on a map entitled "Map Showing Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F10C), City of Rome, County of Oneida, State of New York", made by Michael P. Waters, P.L.S. No. 50027, and dated June 20, 2011; which said tract, piece or parcel of land is more particularly bounded and described as follows:

Beginning at the intersection of the division line between the herein described parcel on the north and the lands of Oneida County Industrial Development Agency (reputed owner) on the south with the division line between the herein described parcel on the east and the lands of The County of Oneida (reputed owner) on the west; said point being located North 14° 53' 27" West 9,288.86 feet from a capped iron rod found stamped "AFRL-44";

thence along the last mentioned division line the following six (6) courses and distances:

1. North 02° 38' 57" West, 250.48 feet to a point;

2. North 18° 21' 46" West, 872.96 feet to a point;
3. North 29° 46' 10" West, 205.65 feet to a point;
4. North 26° 32' 40" West, 146.23 feet to a point;
5. North 12° 31' 46" West, 360.85 feet to a point;
6. North 07° 54' 24" West, 138.12 feet to its intersection with the division line between the herein described parcel on the south and the lands of David H. White (reputed owner) on the north;

thence North 84° 06' 54" East along said division line 1,469.73 feet to its intersection with the division line between the herein described parcel on the west and the lands of CMM Associates, Inc. (reputed owner) on the east;

thence South 20° 46' 42" East along said division line 1,187.07 feet to its intersection with the division line first mentioned above;

thence along said division line first mentioned above the following two (2) courses and distances:

1. South 65° 56' 46" West 846.81 feet;
2. South 44° 16' 34" West 800.00 feet to the place of beginning, being 2,191,706.3 ± sq. ft. or 50.315 acres, more or less.

EXCEPTING FROM THE ABOVE-DESCRIBED PREMISES THE PREMISES RELEASED BY THE FOLLOWING RELEASE AGREEMENTS:

1. Release Agreement (**TRW Parcel**) between Oneida County Industrial Development Agency and Griffiss Local Development Corporation dated as of December 28, 2001 and recorded on February 14, 2002 in the Oneida County Clerk's Office as Instrument No. R2002-000012.
2. Release Agreement (Parcel F1, Lot 6 and Parcel F2, Lot 5) by and among Griffiss Local Development Corporation, Economic Development Growth Enterprises Corporation and Oneida County Industrial Development Agency dated as of March 1, 2003 and recorded on March 28, 2003 in the Oneida County Clerk's Office as Instrument No. R2003-000405 (**part of MGS Manufacturing Facility**).
3. Release Agreement (Parcel F1, Lot 4, Parcel F1, Lot 5 and Parcel F1, Lot 7) by and among Griffiss Local Development Corporation, **Birnie Bus Service Inc.** and Oneida County Industrial Development Agency dated as of March 1, 2003 and recorded on March 28, 2003 in the Oneida County Clerk's Office as Instrument No. R2003-000407.
4. Release Agreement (Parcel F2, Lot 4) by and among Griffiss Local Development Corporation, **Birnie Bus Service Inc.** and Oneida County Industrial Development Agency dated as of March 1, 2003 and recorded on March 28, 2003 in the Oneida County Clerk's Office as Instrument No. R2003-000408.

5. Release Agreement (**Police Property**) between Oneida County Industrial Development Agency and Griffiss Local Development Corporation dated as of July 31, 2003 and recorded on August 7, 2003 in the Oneida County Clerk's Office as Instrument No. R2003-001094.
6. Release Agreement by and among Griffiss Local Development Corporation, **Mohawk Valley Handicapped Services, Inc.** and Oneida County Industrial Development Agency dated as of September 30, 2003 and recorded on January 30, 2004 in the Oneida County Clerk's Office as Instrument No. R2004-000166.
7. Release Agreement by among and between Griffiss Local Development Corporation, **Jelk, LLC** and Oneida County Industrial Development Agency dated as of March 12, 2004 and recorded on April 30, 2004 in the Oneida County Clerk's Office as Instrument No. R2004-000694.
8. Release Agreement by and among and Griffiss Local Development Corporation, **Arcuri Construction, LLC** and Oneida County Industrial Development Agency dated as of March 12, 2004 and recorded on May 3, 2004 in the Oneida County Clerk's Office as Instrument No. R2004-000704 (**part of Wingate Inn Property**).
9. Release Agreement by and among Griffiss Local Development Corporation, **Duane L. Wallace** and Oneida County Industrial Development Agency dated September 23, 2004 and recorded on September 24, 2004 in the Oneida County Clerk's Office as Instrument No. R2004-001483.
10. Release Agreement (**Tin City Parcel**) between Oneida County Industrial Development Agency and Griffiss Local Development Corporation dated as of October 25, 2004 recorded on October 26, 2004 in the Oneida County Clerk's Office as Instrument No. R2004-001669 (**part of Roberts Office Interiors**).
11. Release Agreement by and among Griffiss Local Development Corporation, **John J. Costello, Jr.** and Oneida County Industrial Development Agency dated as of November 17, 2004 recorded on December 9, 2004 in the Oneida County Clerk's Office as Instrument No. R2004-001861.
12. Release Agreement by and among Griffiss Local Development Corporation, **Americu Credit Union** and Oneida County Industrial Development Agency dated as of February 17, 2005 and recorded on March 29, 2005 in the Oneida County Clerk's Office as Instrument No. R2005-000495.
13. Release Agreement between Griffiss Local Development Corporation and Oneida County Industrial Development Agency dated as of April 21, 2005 and recorded on June 7, 2005 in the Oneida County Clerk's Office as Instrument No. R2005-000839 (**Family Dollar**).
14. Release Agreement by and among Griffiss Local Development Corporation, **Oneida Financial Corp.** and Oneida County Industrial Development Agency dated as of January

- 18, 2006 and recorded on January 18, 2005 in the Oneida County Clerk's Office as Instrument No. R2006-000071.
15. Release Agreement by and among Griffiss Local Development Corporation, **Rome Indians Baseball Team, Inc.** and Oneida County Industrial Development Agency dated as of May 8, 2006 and recorded on May 17, 2006 in the Oneida County Clerk's Office as Instrument No. R2006-000677.
 16. Release Agreement by and among Griffiss Local Development Corporation, **EGC Properties, LLC** and Oneida County Industrial Development Agency dated as of October 18, 2006 and recorded on November 3, 2006 in the Oneida County Clerk's Office as Instrument No. R2006-001497.
 17. Release Agreement by and among Griffiss Local Development Corporation, Peter A. Karl III, Qualified Intermediary for Ryan/Murphy and Oneida County Industrial Development Agency dated as of November 17, 2006 and recorded on November 21, 2006 in the Oneida County Clerk's Office as Instrument No. R2006-001568 (**Nunn's Hospital Supply**).
 18. Revised Release Agreement by and among Griffiss Local Development Corporation, **Oneida Financial Corp.** and Oneida County Industrial Development Agency dated as of December 27, 2006 and recorded on January 4, 2007 in the Oneida County Clerk's Office as Instrument No. R2007-000009.
 19. Release Agreement (ECOO Parcel) between Griffiss Local Development Corporation and Oneida County Industrial Development Agency dated as of January 1, 2007 and recorded on April 11, 2007 in the Oneida County Clerk's Office as Instrument No. R2007-000473 (**part of Sovena USA**).
 20. Release Agreement by and among Griffiss Local Development Corporation, **Ronald P. Gualtieri** and Oneida County Industrial Development Agency dated as of March 3, 2007 and recorded on May 2, 2007 in the Oneida County Clerk's Office as Instrument No. R2007-000590.
 21. Release Agreement by and among Griffiss Local Development Corporation, **Roberts Office Interiors, Inc.** and Oneida County Industrial Development Agency dated as of June 5, 2007 and recorded on June 6, 2007 in the Oneida County Clerk's Office as Instrument No. R2007-000752.
 22. Release Agreement (**Wingate Inn Parcel**) between Griffiss Local Development Corporation and Oneida County Industrial Development Agency dated as of June 21, 2007 and recorded on June 28, 2007 in the Oneida County Clerk's Office as Instrument No. R2007-000864.
 23. Release Agreement (**Bunal Parcel**) between Griffiss Local Development Corporation and Oneida County Industrial Development Agency dated as of February 3, 2009 and

- recorded on March 24, 2009 in the Oneida County Clerk's Office as Instrument No. R2009-000606 (**M/D Treefarm, LLC**).
24. Partial Release of Lease Agreement (**Building 796/Building 798 Parcel**) between Griffiss Local Development Corporation and Oneida County Industrial Development Agency dated as of April 1, 2010 and recorded on April 12, 2010 in the Oneida County Clerk's Office as Instrument No. R2010-000450.
 25. Release Agreement between Griffiss Local Development Corporation and Oneida County Industrial Development Agency dated as of August 31, 2010 and recorded on September 16, 2010 in the Oneida County Clerk's Office as Instrument No. R2010-001058 (**Cardinal Griffiss Realty**).
 26. Release Agreement by and among Griffiss Local Development Corporation, Griffiss Utility Services Corporation and Oneida County Industrial Development Agency dated as of June 7, 2010 and recorded on September 27, 2010 in the Oneida County Clerk's Office as Instrument No. R2010-001098 (**part of Roadway to GUSC Offices**).
 27. Release Agreement (Lot No. 7) between Griffiss Local Development Corporation and Oneida County Industrial Development Agency dated as of September 21, 2010 and recorded on November 10, 2010 in the Oneida County Clerk's Office as Instrument No. R2010-001244 (**Griffiss Real Estate Group, LLC**).
 28. Release Agreement by and among Griffiss Local Development Corporation, **Michael DeSalvio** and Oneida County Industrial Development Agency dated as of June 8, 2011 and recorded June 9, 2011 in the Oneida County Clerk's Office as Instrument No. R2011-000586 (**part of Golf Course**).
 29. Release Agreement (Apron No. 1 Parcel and Building 40 Parcel) between Oneida County Industrial Development Agency and Griffiss Local Development Corporation dated as of June 24, 2010 and recorded on February 17, 2011 in the Oneida County Clerk's Office as Instrument No. R2011-000153 (**County of Oneida – Part of Griffiss International Airport**).
 30. Release Agreement (**Corner Parcel**) between Oneida County Industrial Development Agency and Griffiss Local Development Corporation dated as of March 16, 2012 and recorded April 30, 2012 in the Oneida County Clerk's Office as Instrument No. R2012-00526 (**part of Sovena USA**).
 31. Release Agreement (**Building 780 Property**) between Oneida County Industrial Development Agency and Griffiss Local Development Corporation dated as of July 1, 2012 and recorded on _____, 2012 in the Oneida County Clerk's Office as Instrument No. _____.
 32. Release Agreement (**Buildings 776/778 Facility**) between Oneida County Industrial Development Agency and Griffiss Local Development Corporation dated as of July 1,

2012 and recorded on _____, 2012 in the Oneida County Clerk's Office as Instrument No. _____.

33. Release Agreement (**Shell Building Parcel**) between Oneida County Industrial Development Agency and Griffiss Local Development Corporation dated as of December 1, 2007 and recorded on February 7, 2008 in the Oneida County Clerk's Office as Instrument No. R2008-000173 (**Mascoma**).
34. Partial Release of Lease Agreement (**Building 770/774 Parcel**) between Oneida County Industrial Development Agency and Griffiss Local Development Corporation dated as of July 1, 2011 and recorded on July 22, 2011 in the Oneida County Clerk's Office as Instrument No. 2011-010273.
35. Release Agreement between Oneida County Industrial Development Agency and Griffiss Local Development Corporation dated as of April 12, 2001 and recorded on May 16, 2001 in the Oneida County Clerk's Office in Book of Deeds 2966 at Page 641 (**Rome Free Academy**).
36. Release Agreement between Oneida County Industrial Development Agency and Griffiss Local Development Corporation dated as of January 15, 2001 and recorded on January 17, 2001 in the Oneida County Clerk's Office in Book of Deeds 2952 at Page 604 (**White Birch Landing**).
37. Release Agreement by and among Griffiss Local Development Corporation, **Cathedral Corporation** and Oneida County Industrial Development Agency dated as of February 28, 2003 and recorded on Mary 7, 2003 in the Oneida County Clerk's Office as Instrument No. R2003-000288.
38. Release Agreement (**MGS Property**) between Oneida County Industrial Development Agency and Griffiss Local Development Corporation dated as of June 21, 2001 and recorded on July 16, 2001 in the Oneida County Clerk's Office in Book of Deeds 2981 at Page 234.

GLDC FACILITY XII

(Water Distribution and Sanitary/Storm Sewer Systems and Easements)

TOGETHER WITH THE SYSTEM FACILITIES FOR THE WATER DISTRIBUTION and SANITARY/STORM SEWER SYSTEMS AT THE FORMER GRIFFISS AIR FORCE BASE AND EASEMENTS THEREFOR MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The permanent, non-exclusive easement across, over, and under the lands now held by The United States of America in fee at the former Griffiss Air Force Base (the "Base") to survey, construct, repair, remove, replace, reconstruct, patrol, inspect, improve, enlarge and maintain the existing water distribution, sanitary sewer, and storm drainage facilities (the "System Facilities")

as and where located (the "Easement Areas") on June 1, 2007 in the City of Rome, County of Oneida and State of New York.

The System Facilities include the water distribution and sanitary and storm sewer systems, including, but not limited to, water supply piping, potable water treatment system building 810, located in Parcel F10C, water storage facility 6328, (located in Parcel F10C), sewage lift station Building 21, located in AFRL Parcel, and sanitary sewer piping, septic tanks, all related storm sewer systems, including piping, culverts, drainage swales, drainage basins, drywells, oil/water separators (including storage tanks for separated petroleum) and all associated appurtenances and ancillary facilities. The approximate locations of the Easement Areas are depicted on a map entitled "Griffiss Business and Technology Park Easement Restrictions Utilities-Water-Sewer Plan" made by FPM Group, dated May 9, 2006. Said easement areas consist of all lands within 10 feet of the systems' centerlines for a total width of 20 feet and approximately 80 acres.

The Easement Areas are more particularly described in that certain Grant of Easement for Utility Systems in the City of Rome made and entered into by and between The United States of America, acting by and through the Secretary of the Air Force and the Oneida County Industrial Development Agency dated June 1, 2007 and recorded in the Oneida County Clerk's Office.

TOGETHER WITH easements, rights of way, conditions, covenants and restrictions of record.

SUBJECT TO easements, rights of way, conditions, covenants and restrictions of record.

SCHEDULE A
SCHEDULE OF DEFINITIONS

"Act" means, collectively, Title 1 of Article 18-A of the General Municipal Law of the State enacted into law as Chapter 1030 of the Laws of 1969 of the State, as amended together with Chapter 372 of the Laws of 1970 of the State, as amended.

"Agency" means the (i) Oneida County Industrial Development Agency, its successors and assigns, and (ii) any local governmental body resulting from or surviving any consolidation or merger to which the Agency or its successors may be a party.

"Agency Documents" means the Lease Agreement, the Environmental Compliance and Indemnification Agreement and the PILOT Agreement.

"Authorizing Resolution" means the resolution adopted by the Agency on the 29th day of June, 2012 authorizing the execution and delivery of the Agency Documents as such resolution may be amended and supplemented from time to time.

"Authorized Representative" means, in the case of the Agency, the Chairman, Vice Chairman, Secretary, Assistant Secretary or Executive Director of the Agency; in the case of the Company, the Authorized Representative Steven J. DiMeo; and in the case of both, such additional persons as, at the time, are designated to act on behalf of the Agency or the Company, as the case may be, by written certificate furnished to the Agency or Company, as the case may be, containing the specimen signature of each such person and signed on behalf of (i) the Agency by the Chairman, Vice Chairman, Secretary, Assistant Secretary or Executive Director of the Agency, or (ii) the Company by the Authorized Representative of the Company.

"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 July 30, 2012.

"Company" means Griffiss Local Development Corporation, a New York not-for-profit local development corporation with its principal offices at 584 Phoenix Drive, Rome, New York 13441 and its successors and assigns.

"Company Documents" means the Lease Agreement, the Environmental Compliance and Indemnification Agreement and the PILOT 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.

"Economic Development Conveyance Agreement" means the Economic Development Conveyance Agreement entered into by and among the Air Force, the Agency and the Company on May 25, 2000, as the same may be amended from time to time.

"Environmental Compliance and Indemnification Agreement" means the Environmental Compliance and Indemnification Agreement dated as of July 1, 2012 by and between the Agency and the Company.

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

"Facility" means the Land and the Improvements leased to the Company under the Lease Agreement.

"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 affixed or attached to the Land, all as they may exist from time to time.

"Independent Counsel" means an attorney or attorneys or firm or firms of attorneys duly admitted to practice law before the highest court of any state of the United States of America or in the District of Columbia and not a full time employee of the Agency or the Company.

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

"Lease Agreement" means the Lease Agreement dated as of July 1, 2012 by and between the Agency, as lessor, and the Company, as lessee, with respect to the Facility, as the same may be amended from time to time.

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

"Permitted Encumbrances" means (i) the Lease Agreement, (ii) 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, (iii) mechanics', materialmen's, warehousemen's, carriers' and other similar Liens which are approved in writing by the Agency or its counsel, and (iv) Liens for taxes not yet delinquent.

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

"PILOT Agreement" means the Payment-in-Lieu-of-Tax Agreement dated as of July 1, 2012 between the Company and the Agency, as amended from time to time.

"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 Lease Agreement, as the same may be amended from time to time.

"SEQR Act" means the State Environmental Quality Review Act, Article 8 of the New York State Environmental Conservation Law, and the regulations thereunder.

"State" means the State of New York.

"Sublessee" means any sublessee or assignee of the Company.

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

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

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

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