

LAURA S. RUBERTO

lruberto@bsk.com

P: 315.738.1223

F: 315.724.2074

June 29, 2015

VIA UPS EXPRESS

Joseph Surace, Assessor
City of Rome
198 North Washington Street
Rome NY 13440

Re: *Oneida County Industrial Development Agency
2015 PILOT Amendment (Renmatix, Inc. Facility)*

Dear Mr. Surace:

Enclosed you will please find Form RP-412-a (Application for Real Property Tax Exemption) in connection with the above-referenced transaction. Attached to the Application is a copy of the First Amended and Restated Payment in Lieu of Tax Agreement, the terms of which are effective immediately.

All PILOT bills should be issued directly to the Company at the below address:

Renmatix, Inc.
Attn.: Susan McCann, Accounts Payable
660 Allendale Road
King of Prussia, Pennsylvania 19406

Should you have any questions on the enclosed, please do not hesitate to contact our offices.

Very truly yours,

BOND, SCHOENECK & KING, PLLC



Laura S. Ruberto
Legal Assistant

Enclosures

cc: Attached Distribution List

Distribution List

Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, New York 13501

Joseph R. Fusco, Jr., Mayor
City of Rome
Rome City Hall
198 North Washington Street
Rome, New York 13440

Anthony R. Carvelli
Commissioner of Finance
Oneida County Finance Department
800 Park Avenue
Utica NY 13501

David C. Nolan, City Treasurer
City of Rome
Rome City Hall
198 North Washington Street
Rome, New York 13440

Kathy Pilbeam, Director
Real Property Tax Services
Oneida County
800 Park Avenue
Utica, New York 13501

Louis Daniello, President
Board of Education
Rome City School District
409 Bell Street
Rome, New York 13440

County of Oneida
Receiver of Taxes
800 Park Avenue
Utica, New York 13501

Jeffrey P. Simons
Superintendent of Schools
Rome City School District
409 Bell Street
Rome, New York 13440

Receiver of Taxes
Rome City School District
Attn.: David Dreidel
409 Bell Street
Rome, New York 13440

Ruberto, Laura

From: UPS Quantum View <auto-notify@ups.com>
Sent: Tuesday, June 30, 2015 9:52 AM
To: Ruberto, Laura
Subject: UPS Delivery Notification, Tracking Number 1ZF0212V0196951302



***Do not reply to this e-mail. UPS and Bond, Schoeneck & King, PLLC will not receive your reply.

At the request of Bond, Schoeneck & King, PLLC, this notice is to confirm that the following shipment has been delivered.

Important Delivery Information

Tracking Number: [1ZF0212V0196951302](#)
Delivery Date / Time: 30-June-2015 / 9:44 AM

Delivery Location: RECEIVER
Signed by: ROSS

Shipment Detail

Ship To:
Joseph Surace, Assessor
City of Rome
198 N WASHINGTON ST
ROME
NY
13440
US
Number of Packages: 1
UPS Service: NEXT DAY AIR
Shipment Type: Letter
Reference Number 1: 1167
Reference Number 2: 930437

c. Municipal corporations to which payments will be made

	Yes	No
County _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/City _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
School District _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name Renmatix, Inc.
 Title Susan McCann, Accts Payable
 Address 660 Allendale Road
King of Prussia, PA 19406

e. Is the IDA the owner of the property? Yes No (check one)
If "No" identify owner and explain IDA rights or interest in an attached statement.

Telephone _____

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one) Yes No

If yes, list the statutory exemption reference and assessment roll year on which granted:
exemption GML §854 assessment roll year 2008

7. A copy of this application, including all attachments, has been mailed or delivered on 6/29/15 (date) to the chief executive official of each municipality within which the project is located as indicated in Item 3.

CERTIFICATION

I, David C. Grow, Chairman _____ of _____
 Name Title
Oneida County Industrial Development Agency hereby certify that the information
 Organization
 on this application and accompanying papers constitutes a true statement of facts.

June 26, 2015
Date


Signature

FOR USE BY ASSESSOR

1. Date application filed _____
2. Applicable taxable status date _____
- 3a. Agreement (or extract) date _____
- 3b. Projected exemption expiration (year) _____
4. Assessed valuation of parcel in first year of exemption \$ _____
5. Special assessments and special as valorem levies for which the parcel is liable:

Date

Assessor's signature

Exhibit A

Application for Real Property Tax Exemption
(Form RP-412-a)
**Oneida County Industrial Development Agency
(Renmatix, Inc. Facility)**

4(d) Project Cost:

Acquisition of Building	\$1,500,000
Renovation Costs	240,000
Machinery and Equipment	2,050,000
Fixtures	25,000
Installation Costs	100,000
Legal Fees	120,000
Architectural/Engineering	100,000
Total	\$20,700,000

RENMATIX, INC.

and

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

FIRST AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Oneida County Industrial Development Agency
2015 Real Estate Lease
(Renmatix, Inc. Facility)

Oneida County, City of Rome, Rome City School District

Tax Account No.: 243.000-0001-001.032

FIRST AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT

THIS FIRST AMENDED AND RESTATED PAYMENT-IN-LIEU-OF-TAX AGREEMENT, dated as of June 1, 2015, is by and between **RENMATIX, INC.**, a Delaware corporation having an office at 660 Allendale Road, King of Prussia, Pennsylvania 19406 (the "Company") and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, an industrial development agency and a public benefit corporation of the State of New York having its principal office at 584 Phoenix Drive, Rome, New York 13441 (the "Agency").

W I T N E S S E T H:

WHEREAS, the Agency is authorized and empowered by the provisions of Title 1 of Article 18-A of the General Municipal Law, Chapter 99 of the Consolidated Laws of New York, as amended, (the "Enabling Act"), and Chapter 372 of the Laws of 1970 of the State of New York, as amended, constituting Section 901 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of, among others, industrial facilities for the purpose of promoting, attracting and developing economically sound commerce and industry in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, the Company desires to acquire and renovate a 61,000± square foot manufacturing facility (the "Improvements") located on a 18.67± acre parcel of land at 679 Ellsworth Road, City of Rome, Oneida County, New York (the "Land") and acquire and install equipment in the Improvements (the "Equipment"), all to be used for the manufacturing of cellulosic sugars to be used for renewable chemicals and biofuels (the Land, the Improvements and the Equipment referred to collectively as the "Facility"); and

WHEREAS, the Agency owns fee title to the Land and Improvements and leased the same to Mascoma-NY, LLC ("Mascoma") pursuant to an Amended and Restated Lease Agreement dated as of June 16, 2008 (the "Original Lease Agreement"), a memorandum of which Lease Agreement was recorded in the Oneida County Clerk's Office on May 30, 2008 as Instrument No. R2008-000688; and

WHEREAS, the Agency, Mascoma and Griffiss Local Development Corporation entered into a Payment-In-Lieu-of-Tax Agreement dated as of December 1, 2007 (the "Existing PILOT Agreement") making provisions for payments-in-lieu-of-taxes and such assessments relating to the Facility; and

WHEREAS, Mascoma assigned the Original Lease Agreement and the Original PILOT Agreement to the Company on March 24, 2015 (the "Effective Date") pursuant to an Assignment, Assumption and Release Agreement dated March 24, 2015 (the "Assignment") by and among Mascoma, the Company and the Agency; and

WHEREAS, in order to induce the Company to develop the Facility, the Agency is willing to maintain its fee interest in the Land, Improvements and Equipment constituting the Facility and lease said Land, Improvements and Equipment back to the Company pursuant to the terms and conditions contained in a First Amended and Restated Lease Agreement dated as of June 1, 2015 (the "First Amended and Restated Lease Agreement"); and

WHEREAS, the Agency has agreed to maintain its fee interest in the Facility in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York; and

WHEREAS, the Facility has been exempt from real property taxes, general property taxes, general school district taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Facility since July 29, 2008 and the Facility will continue to be exempt from real property taxes, general property taxes, general school district taxes, general assessments, service charges or other governmental charges of a similar nature levied and/or assessed upon the Facility or the interest therein of the Company or the occupancy thereof by the Company commencing upon execution of this First Amended and Restated PILOT Agreement (the "Exempt Taxes"), because the Agency owns fee title to the Facility and the Facility is used for a purpose within the meaning of the applicable Constitutional and statutory provisions, including the Enabling Act, provided, however, such exemption does not extend to special assessments or ad valorem levies; and

WHEREAS, the Company understands that it, as lessee of the Facility leased by the Agency, will, in fact, have Exempt Taxes to pay under the provisions of the First Amended and Restated Lease Agreement from the first date of the First Amended and Restated Exemption Term (as that date is determined by the parties and described herein) through the term of the First Amended and Restated Lease Agreement (the "First Amended and Restated Exemption Term"); and

WHEREAS, each year of the First Amended and Restated Exemption Term is more particularly set forth on Schedule B attached hereto (each year being referred to as an "Exemption Year"); and

WHEREAS, the Agency and the Company deem it necessary and proper to amend the PILOT Agreement making provision for payments-in-lieu-of-taxes and such assessments by the Company to the City of Rome, or any existing incorporated village or any village which may be incorporated after the date hereof, within which the Facility is or may be, wholly or partially located, Oneida County, Rome City School District and appropriate special districts (hereinafter each a "Taxing Authority" and collectively the "Taxing Authorities") in which any part of the Facility is or is to be located; and

WHEREAS, all defined terms herein as indicated by the capitalization of the first letter thereof and not otherwise defined herein shall have the meanings ascribed to such terms as set forth in the First Amended and Restated Lease Agreement.

NOW, THEREFORE, to provide for certain payments to the Taxing Authorities, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Company shall pay to each Taxing Authority:

(a) all taxes or PILOT Payments that are due with respect to the Facility prior to the First Amended and Restated Exemption Term, no later than the last day during which such payments may be made without penalty; and

(b) all special assessments and ad valorem taxes coming due and payable during the term of the First Amended and Restated Lease Agreement for which the Facility is not exempt, no later than the last day during which such payments may be made without penalty.

2. (a) The Company shall pay to each Taxing Authority as set forth on Schedule A attached hereto and made a part hereof an amount in lieu of the Exempt Taxes (the "PILOT Payments") during each Exemption Year as follows:

Exemption Year 1	\$15,522.75
Exemption Year 2	\$15,833.20
Exemption Year 3	\$16,149.87
Exemption Year 4	\$16,472.86
Exemption Year 5	\$16,802.32
Exemption Year 6	\$34,276.74
Exemption Year 7	\$34,962.27
Exemption Year 8	\$35,661.52
Exemption Year 9	\$36,374.75
Exemption Year 10	\$37,102.24
Exemption Year 11 and thereafter	100% of Exempt Taxes

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

Anything herein to the contrary, notwithstanding, this Agreement shall terminate on the date on which the First Amended and Restated Lease Agreement shall terminate and the Agency shall convey to the Company its fee interest in the Facility pursuant to the First Amended and Restated Lease Agreement. The benefits under this Agreement are subject to the terms and conditions of a certain Job Creation and Recapture Agreement dated as of June 1, 2015.

(b) Anything herein to the contrary, notwithstanding, upon the failure of the Company in making any payment when due hereunder and upon failure to cure such

default within thirty (30) days of receipt of notice as herein provided, the Company shall henceforth pay as PILOT Payments one hundred (100%) percent of the Exempt Taxes together with interest at the rate of nine (9%) percent per annum on any delinquent PILOT Payments together with expenses of collection, including but not limited to, payment of attorneys' fees; provided, however, nothing herein contained shall be deemed to limit any other rights and remedies the Agency may have hereunder or under any other Transaction Document.

3. The Company will make PILOT Payments to each Taxing Authority hereunder for each Exemption Year by making the required payment to such Taxing Authority no later than the last day during which such Exempt Taxes could otherwise be made without penalty as if the Agency did not own the Facility.

4. The PILOT Payments to be made by the Company pursuant to this Agreement are intended to be in lieu of all Exempt Taxes that would have to be paid on the Facility leased to the Company by the First Amended and Restated Lease Agreement if the Agency did not own the Facility.

5. If by reason of a change in the Constitution or laws of the State of New York, or an interpretation of the Constitution or the laws of the State of New York by the Court of Appeals (or such lower court from which the time to appeal has expired) of the State of New York, or for any other reason, the Company is required to pay any tax which the payments specified herein are intended to be in lieu of, the Company may deduct the aggregate of any such payments made by it from the amount herein agreed to be paid in lieu of such taxes and need only pay the difference. Furthermore, inasmuch as the PILOT Payments herein agreed to be made by the Company are intended to be in lieu of all Exempt Taxes, it is agreed that said payments shall not, as to any Exemption Year, be in an amount greater than would be payable for such year for such Exempt Taxes, in the aggregate, by a private corporation on account of its ownership of the Facility.

6. This Agreement shall be binding upon the successors and assigns of the parties.

7. It is the intent of the parties that the Company will have all the rights and remedies of a taxpayer with respect to any real property or other tax, service charge, special benefit, ad valorem levy, assessment or special assessment or service charge because of which, or in lieu of which, the Company is obligated to make a payment hereunder, as if and to the same extent as if the Agency did not own the Facility. It is the further intent of the parties that the Company will have all of the rights and remedies of a taxpayer as if and to the same extent as if the Agency did not own the Facility with respect to any proposed assessment or change in assessment concerning the property, or any portion thereof, whether through an assessor, board of assessment review, court of law, or otherwise and likewise will be entitled to protest before and be heard by such assessor, board of assessment review, court of law or otherwise and will be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any taxes that would have been payable but for the provisions hereof. In the event, however, that a court of competent jurisdiction shall enter an order or judgment determining or declaring that, by reason

of the Agency's ownership of the Facility, the Company does not have the right to bring a proceeding to review such assessment under the Real Property Tax Law or any other law, then the Company shall have the right to contest such assessment in the name and as the agent of the Agency, and the Agency agrees to cooperate with the Company in all respects in any such proceeding at the sole cost and expense of the Company.

8. All amounts payable by the Company hereunder will be paid to the respective Taxing Authority and will be payable in such lawful money of the United States of America as at the time of payment is legal tender for the payment of public and private debts, including a check payable in such money.

9. (a) If any term or provision hereof should be for any reason held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such term or provision will be deemed separate and independent and the remainder hereof will remain in full force and effect and will not be invalidated, impaired or otherwise affected by such holding or adjudication.

(b) This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

(c) All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, to the Agency or the Company, as the case may be, addressed as follows:

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

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

To the Company: Renmatix, Inc.
660 Allendale Road
King of Prussia, Pennsylvania 19406
Attn.: Jennifer L. Miller, Chief Legal Officer

With a Copy To: Ballard Spahr
919 Third Avenue
New York, New York 10022
Attn.: Michael Pollack, Esq.

To Mascoma: Mascoma-NY, LLC
610 Lincoln Road, Suite 100
Waltham, MA 02451
Attention: William J. Brady

With a Copy To: Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attention: John A. Mancuso, Esq.

provided, that the Agency or the Company may, by notice given hereunder to the other, designate any further or different addresses to which subsequent notices, certificates or other communications to them shall be sent.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

10. This Agreement amends and restates in its entirety the PILOT Agreement, to be effective immediately.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this **FIRST AMENDED AND RESTATED PILOT AGREEMENT** as of the date first above written.

RENMATIX, INC.

By:



Jennifer L. Miller
Chief Legal Officer

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By:

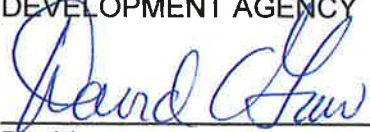
David C. Grow
Chairman

IN WITNESS WHEREOF, the parties have executed this **FIRST AMENDED AND RESTATED PILOT AGREEMENT** as of the date first above written.

RENMATIX, INC.

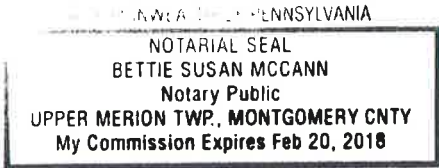
By: _____
Jennifer L. Miller
Chief Legal Officer

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By:  _____
David C. Grow
Chairman

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF MONTGOMERY)

On the 15th day of June 2015 before me, the undersigned a notary public in and for said state, personally appeared **Jennifer L. Miller**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Bettie Susan McCann
Notary Public

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

On the ____ day of June 2015 before me, the undersigned a notary public in and for said state, personally appeared **David C. Grow**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

COMMONWEALTH OF PENNSYLVANIA)
: ss.:
COUNTY OF MONTGOMERY)

On the ____ day of June 2015 before me, the undersigned a notary public in and for said state, personally appeared **Jennifer L. Miller**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 26th day of June 2015 before me, the undersigned a notary public in and for said state, personally appeared **David C. Grow**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

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

EXHIBIT A

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York, which said tract, piece or parcel of land (hereinafter referred to as the "Shell Building Parcel" or "Property") is more particularly bounded and described as follows:

Beginning at a capped iron pipe found stamped "WATERS PLS050027" located at the intersection of the proposed southerly street boundary of Ellsworth Road with the proposed westerly street boundary of Perimeter Road; said point being South 73° 19' 09" East, 541.34 feet from a capped iron rod found stamped "AFRL-39";

thence along said proposed westerly street boundary of Perimeter Road the following six (6) courses and distances:

1. southerly along a curve to the right having a radius of 251.41 feet, a chord distance of 64.76 feet , a chord direction of South 07° 46' 10" West, to a point of tangency;
2. South 15° 10' 10" West 186.78 feet to a point of curvature;
3. southerly along a curve to the left having a radius of 148.59 feet, a chord distance of 50.90 feet, a chord direction of South 05° 18' 32" West, to a point of curvature;
4. southerly continuing along a curve to the left having a radius of 557.05 feet, a chord distance of 91.42 feet, a chord direction of South 09° 15' 44" East, to a point of curvature;
5. southerly continuing along a curve to the left having a radius of 658.61 feet, a chord distance of 153.18 feet, a chord direction of South 17° 34' 11" East to a point of curvature;
6. southerly continuing along a curve to the left having a radius of 589.97 feet, a chord distance of 53.00 feet, a chord direction of South 20° 30' 23" East to a point on said proposed westerly street boundary of Perimeter Road;

thence through the lands of Oneida County Industrial Development Agency (reputed owner) the following three courses and distances:

1. South 88° 52' 11" West, 495.59 feet to a point;
2. South 21° 45' 38" West, 514.13 feet to a point;
3. North 43° 53' 21" West, 713.21 feet to its intersection with the division line between the herein described parcel on the east and the lands of The United States of America (reputed owner) on the west;

thence North 00° 57' 07" West along said division line and continuing along 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 534.90 feet to its intersection with the aforementioned proposed southerly street boundary of Ellsworth Road;

thence North 89° 02' 53" East along said proposed southerly street boundary of Ellsworth Road 1,173.51 feet to the place of beginning, being 812,293.4± square feet or 18.648 acres, more or less.

The above-described premises are shown on a map (consisting of 3 sheets) entitled "Property Map Showing A Portion of Lands of Oneida County Industrial Development Agency (Shell Building Parcel)", City of Rome, County of Oneida, State of New York"; made by Michael P. Waters, P.L.S. No. 50027, dated July 28, 2007, revised August 1, 2007 (the "Property Survey Map"), which Property Survey Map is to be filed in the Oneida County Clerk's Office.

SUBJECT TO and TOGETHER WITH all terms, covenants, conditions, reservations, obligations, exceptions, restrictions, easements and rights-of-way contained or referred to in (i) Quitclaim Deed from Oneida County Industrial Development Agency ("OCIDA") to Griffiss Local Development Corporation ("GLDC") dated December 1, 2007 and to be recorded in the Oneida County Clerk's Office and (ii) Bargain and Sale Deed from GLDC to OCIDA dated December 1, 2007 and to be recorded in the Oneida County Clerk's Office

SUBJECT TO and TOGETHER WITH all terms, covenants, conditions, reservations, obligations, exceptions, restrictions, easements and rights-of-way of record including, without limitation, those referred to in the (i) Quit Claim Deed from the United States of America, acting by and through the Secretary of the Air Force (the "Air Force") to OCIDA dated July 31, 2000 and recorded on June 27, 2001 in the Oneida County Clerk's Office in Liber 2977 of Deeds at Page 228 (which deed conveyed premises known as "Parcel F2"), (ii) Quit Claim Deed from the Air Force to OCIDA dated September 10, 2002 and recorded on January 22, 2003 in the Oneida County Clerk's Office as Instrument No. 2003-001611 (which deed conveyed premises including premises known as "Parcel F11C"), and (iii) Quit Claim Deed from the Air Force to OCIDA dated November 23, 2005 and recorded on September 22, 2006 in the Oneida County Clerk's Office as Instrument No. 2006-020400 (which deed conveyed premises including premises known as "Parcel F11D-A").

TOGETHER WITH the benefit of that certain Easement dated May 23, 2008 by Oneida County Industrial Development Agency and Griffiss Local Development Corporation to Mascoma-NY, LLC and recorded on July 7, 2008 in the Oneida County Clerk's Office as Instrument No. 2008-000899.

SCHEDULE A

COUNTY OF ONEIDA

Receiver of Taxes
800 Park Avenue
Utica, New York 13501

CITY OF ROME

Receiver of Taxes
Rome City Hall
198 North Washington Street
Rome, New York 13440
Attn.: City Treasurer

ROME CITY SCHOOL DISTRICT

409 Bell Street
Rome, New York 13440
Attn.: David Dreidel, District Treasurer

SCHEDULE B

EXEMPTION YEARS

Exemption Year	School Taxes	County/Town Taxes
Year One	07/01/2015 – 06/30/2016	01/01/2016 – 12/31/2016
Year Two	07/01/2016 – 06/30/2017	01/01/2017 – 12/31/2017
Year Three	07/01/2017 – 06/30/2018	01/01/2018 – 12/31/2018
Year Four	07/01/2018 – 06/30/2019	01/01/2019 – 12/31/2019
Year Five	07/01/2019 – 06/30/2020	01/01/2020 – 12/31/2020
Year Six	07/01/2020 – 06/30/2021	01/01/2021 – 12/31/2021
Year Seven	07/01/2021 – 06/30/2022	01/01/2022 – 12/31/2022
Year Eight	07/01/2022 – 06/30/2023	01/01/2023 – 12/31/2023
Year Nine	07/01/2023 – 06/30/2024	01/01/2024 – 12/31/2024
Year Ten	07/01/2024 – 06/30/2025	01/01/2025 – 12/31/2025