



ONEIDA COUNTY – STATE OF NEW YORK
 MARY FINEGAN COUNTY CLERK
 800 PARK AVENUE, UTICA, NEW YORK 13501

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



INSTRUMENT #: R2024-000232

Receipt#: 20241204783
 Clerk: LG
 Rec Date: 02/22/2024 03:01:01 PM
 Doc Grp: MR
 Descrip: LEASE (ANY)
 Num Pgs: 3

Party1: ECR ROBERTIES INC
 Party2: ONEIDA COUNTY INDUSTRIAL
 DEVELOPMENT AGENCY-RO
 Town: UTICA

Recording:

Cover Page	20.00
Number of Pages	15.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 60.00

Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00

Total: 60.00

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

***** Transfer Tax *****
 Transfer Tax #: 3597
 Transfer Tax
 Consideration: 0.00

Total: 0.00

Record and Return To:

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

WARNING***

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

Mary Finegan
 Oneida County Clerk

**TERMINATION OF LEASE AGREEMENT AND
MEMORANDUM OF LEASE AGREEMENT**

THIS TERMINATION OF LEASE AGREEMENT AND MEMORANDUM OF LEASE AGREEMENT (the "Termination of Lease Agreement") dated to be effective December 8, 2023 by and between **ECR PROPERTIES, INC.**, a New York corporation having an address of 2201 Dwyer Avenue, Utica, New York 13501 (the "Company") and ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation duly existing under the laws of the State of New York with offices at 584 Phoenix Drive, Rome, New York 13441 (the "Agency").

WITNESSETH:

WHEREAS, the Company and the Agency entered into a certain First Amended and Restated Lease Agreement dated as of June 1, 2020 (the "Lease Agreement") pursuant to which the Company granted the Agency a leasehold interest in the parcel of the land more particularly described in Exhibit A attached thereto (the "Real Property") and in and to all those buildings, improvements, structures and other related facilities affixed or attached to the Real Property now or in the future, and the equipment more particularly described in Exhibit B attached thereto (the "Equipment") installed and/or to be installed at the Real Property; and

WHEREAS, a Memorandum of Lease Agreement was recorded on June 26, 2020, as **Instrument No. R2020-000700** in the Clerk's office for Oneida County, New York (the "Memorandum");

WHEREAS, the term of the Lease Agreement terminates concurrently with the term of that certain First Amended and Restated Leaseback Agreement dated as of June 1, 2020 (the "Leaseback Agreement") between the Company and the Agency, the term of which Leaseback Agreement is scheduled to expire at 11:59 p.m. on April 30, 2031; and

WHEREAS, the Agency has exercised its option to terminate the Leaseback Agreement pursuant to Section 8.1 of the Leaseback Agreement, such termination to be effective December 8, 2023; and

NOW, THEREFORE, it is hereby agreed that the Lease Agreement is terminated as of December 8, 2023, except those provisions which expressly survive termination. By execution of this instrument, the Memorandum shall, likewise, be terminated, discharged of record and shall be of no further force or effect. Company has succeeded to all right, title and interest of the Agency in and to all buildings, improvements, structures, equipment and other related facilities and improvements affixed or attached to the Real Property.

The Company hereby agrees to indemnify the Agency as to any claims that have arisen heretofore or shall arise hereafter under the Lease Agreement and this Termination of Lease Agreement.

Record and Return to:
Bond, Schoeck & King, PLLC
501 Main Street
Utica NY 13501
16944982.1 12/18/2023

20241204783

Clerk: LG

R2024-000232

02/22/2024 03:01:01 PM
LEASE (ANY)

3 Pages

Mary Finegan, Oneida County Clerk

IN WITNESS WHEREOF, the Agency and the Company, for the purposes above set forth, have caused this Termination of Lease Agreement to be executed and delivered by their duly authorized officers and agents, all as of the day and year first above written.

ECR PROPERTIES, INC.

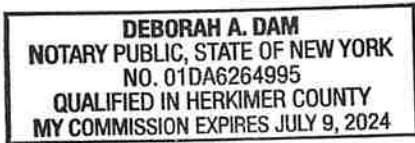
BY: [Signature]
Name: Steven Lilly
Title: Chief Operating Officer

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

On the 31st day of January 2024 in the year 2023, before me, the undersigned, personally appeared Steven Lilly, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public
My Commission Expires:

[Seal]



ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: [Signature]
David C. Grow, Chairman

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

On the 19th day of December in the year 2023, before me, the undersigned, personally appeared David C. Grow, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Seal]



[Signature]
Notary Public



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 MARY FINEGAN COUNTY CLERK
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 Descrip: LEASE (ANY)
 Num Pgs: 3

Party1: ONEIDA COUNTY INDUSTRIAL
 DEVELOPMENT AGENCY-RO
 Party2: ECR ROPERTIES INC
 Town: UTICA

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 Transfer Tax 0.00

Sub Total: 0.00

Total: 60.00

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

***** Transfer Tax *****
 Transfer Tax #: 3596
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Total: 0.00

Record and Return To:

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 UTICA NEW YORK 13501

WARNING***

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Mary Finegan
 Oneida County Clerk

**TERMINATION OF LEASEBACK AGREEMENT AND
MEMORANDUM OF LEASEBACK AGREEMENT**

THIS TERMINATION OF LEASEBACK AGREEMENT AND MEMORANDUM OF LEASEBACK AGREEMENT (the "Termination of Leaseback Agreement") dated to be effective December 8, 2023 by and between **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 584 Phoenix Drive, Rome, New York 13441 (the "Agency") and **ECR PROPERTIES, INC.**, a New York corporation having an address of 2201 Dwyer Avenue, Utica, New York 13501 (the "Company").

WITNESSETH:

WHEREAS, the Agency and the Company entered into a certain First Amended and Restated Leaseback Agreement dated as of June 1, 2020 (the "Leaseback Agreement") pursuant to which the Agency granted the Company a leasehold interest in the parcel of the land more particularly described in Exhibit A attached thereto (the "Real Property") and in and to all those buildings, improvements, structures and other related facilities affixed or attached to the Real Property now or in the future, and the equipment more particularly described in Exhibit B attached thereto (the "Equipment") installed and/or to be installed at the Real Property; and

WHEREAS, a Memorandum of Leaseback Agreement was recorded on June 26, 2020, as **Instrument No. R2020-000701** in the Clerk's office for Oneida County, New York (the "Memorandum");

WHEREAS, the term of the Leaseback Agreement is scheduled to expire at 11:59 p.m. on April 30, 2031; and

WHEREAS, the Agency has exercised its option to terminate the Leaseback Agreement pursuant to Section 8.1 of the Leaseback Agreement, such termination to be effective December 8, 2023; and

NOW, THEREFORE, it is hereby agreed that the Leaseback Agreement is terminated as of December 8, 2023, except those provisions which expressly survive termination. By execution of this instrument, the Memorandum shall, likewise, be terminated, discharged of record and shall be of no further force or effect. Company has succeeded to all right, title and interest of the Agency in and to all buildings, improvements, structures, equipment and other related facilities and improvements affixed or attached to the Real Property.

The Company hereby agrees to indemnify the Agency as to any claims that have arisen heretofore or shall arise hereafter under the Leaseback Agreement and this Termination of Leaseback Agreement.

Record and Return to:
Bond, Schoeck & King, PLLC
501 Main Street
Utica NY 13501
16945063.1 12/18/2023

20241204783 Clerk: LG

R2024-000231
02/22/2024 03:01:01 PM
LEASE (ANY)
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Mary Finegan, Oneida County Clerk

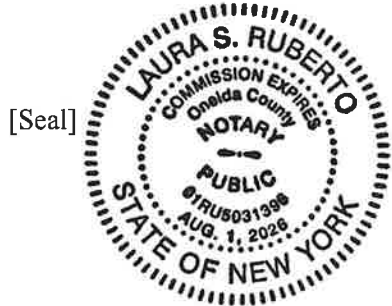
IN WITNESS WHEREOF, the Agency and the Company, for the purposes above set forth, have caused this Termination of Leaseback Agreement to be executed and delivered by their duly authorized officers and agents, all as of the day and year first above written.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

BY: *David C. Grow*
David C. Grow, Chairman

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

On the 19th day of December in the year 2023, before me, the undersigned, personally appeared David C. Grow, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



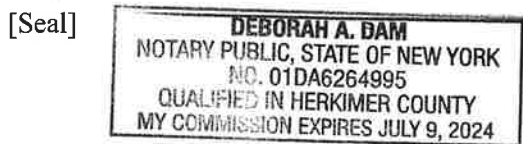
[Signature]
Notary Public

ECR PROPERTIES, INC.

BY: *[Signature]*
Name: Steven Lilly
Title: Chief Operating Officer

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

On the 31st day of January in the year 2024, before me, the undersigned, personally appeared Steven Lilly, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



[Signature]
Notary Public