Transcript Document No. 3(a)

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

(ONEIDA COUNTY, NEW YORK)

and

GRIFFISS LOCAL DEVELOPMENT CORPORATION

LEASE AGREEMENT

Dated as of April 1, 2020

2020 Real Estate Lease

(GRIFFISS LOCAL DEVELOPMENT CORPORATION/
ALION SCIENCE AND TECHNOLOGY CORPORATION FACILITY)

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THIS LEASE AGREEMENT (the "Lease Agreement"), dated as of April 1, 2020, 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 having its office at 584 Phoenix Drive, Rome, New York 13441 ("GLDC").

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; and

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

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; and

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; and

The Facility shall consist of renovations to a vacant two-story, 19,800± square foot building (the "Improvements"), situated on a 0.989± acre parcel of land located at 775 Daedalian Drive, Griffiss Business and Technology Park, City of Rome, Oneida County, New York, also known as Building 778 (the "Land") and acquisition and installation of equipment in the Improvements (the "Equipment"), to accommodate a tenant, Alion Science and Technology Corporation (the "Sublessee") for the purpose of the Sublessee providing technology and operational support to the Department of Defense (the Land, the Improvements and the Equipment are referred to collectively as the "Facility"); and

WHEREAS, the Agency owns the Land and the Improvements constituting the Facility and leases them to GLDC pursuant to a Lease Agreement dated as of July 1, 2012 (the "2012 Lease Agreement"); and

WHEREAS, the Agency also owns a 28,092± square foot, one-story building known as Building 776 ("Building 776") located on a 1.510± acre parcel of land situate at 474 Phoenix Drive, Technology Heights, Griffiss Business and Technology Park, City of Rome, Oneida County, New York, and a 0.969+/- acre parcel of land situate on the southerly side of said Phoenix Drive (across the street from Building 776) improved by a parking lot (the "Parking Lot") (the 1.510+/- acre parcel of land and the 0.969+/- acre parcel of land being, collectively,

the "Building 776 Land" and together with Building 776, the "Building 776 Facility), and leases the Building 776 Facility to GLDC pursuant to the 2012 Lease Agreement; and

WHEREAS, the Agency and GLDC have released the Facility from the 2012 Lease Agreement pursuant to a Partial Release of Lease Agreement dated as of April 1, 2020 (the "Release Agreement"); and

WHEREAS, GLDC will lease the Equipment to the Agency pursuant to an Equipment Lease Agreement dated as of April 1, 2020 (the "Equipment Lease Agreement") between GLDC and the Agency; and

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

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

WHEREAS, GLDC has agreed with the Agency, on behalf of the Agency and as the Agency's agent, to acquire, renovate and equip the Facility in accordance with the Plans and Specifications presented to the Agency members (the "Project"); and

WHEREAS, the Agency proposes to lease the Facility to GLDC, and GLDC desires to rent the Facility from the Agency, upon the terms and conditions hereinafter set forth in this Lease Agreement; and

WHEREAS, GLDC further rents the Facility to the Sublessee for its operation, upon the terms and conditions contained in a Sublease Agreement dated May 23, 2018, as amended (the "Sublease Agreement"); and

WHEREAS, Adirondack Bank (the "Bank") financed a portion of the costs of the Project by extending a loan to GLDC in the maximum sum of $950,000.00 secured by (a) a Fee and Leasehold Mortgage and Security Agreement dated October 5, 2018 (the "Mortgage") from the Agency and GLDC to the Bank and (b) a Collateral Assignment of Leases and Rents dated October 5, 2018 (the "Assignment") from the Agency and GLDC to the Bank.

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 will maintain its fee interest in the Facility, cause the Facility to be released from the Prime Lease, the Improvements to be renovated and the Equipment to be acquired and installed and will lease the Facility to GLDC pursuant to this Lease Agreement, all for the Public Purposes of the State.

(c) By resolution adopted on May 18, 2018, the Agency determined that, based upon the review by the Agency of the materials submitted and the representation made by GLDC relating to the Facility, the Facility would not have a "significant impact" or "significant effect" on the environment within the meaning of the SEQR Act.

(d) Neither the execution and delivery of any of the Agency Documents and the other documents contemplated thereby nor the consummation of the transactions contemplated thereby nor the fulfillment of or compliance with the provisions of any of the Agency Documents and the other documents contemplated thereby, will conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of the Act, any other law or ordinance of the State or any political subdivision thereof or of the Agency's Certificate of Establishment or By-laws, as amended, or of any corporate restriction or any agreement or instrument to which the Agency is a party or by which it is bound, or result in the

creation or imposition of any Lien of any nature upon any of the Property of the Agency under the terms of the Act or any such law, ordinance, Certificate of Establishment, By-laws, restriction, agreement or instrument, except for Permitted Encumbrances.

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

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

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

Section 2.2 Representations and Covenants of GLDC. GLDC makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) GLDC is a not-for-profit 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 GLDC Documents and the other documents contemplated thereby. Each of GLDC Documents and the other documents contemplated thereby has been duly authorized, executed and delivered by GLDC and each constitutes a legal, valid and binding obligation of GLDC enforceable against GLDC in accordance with its respective terms.

(b) Neither the execution and delivery of any of GLDC 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 GLDC 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 its certificate of incorporation, its bylaws, any law or ordinance of the State or any political subdivision thereof, or any restriction or any agreement or instrument to which GLDC 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 GLDC under the terms of any such law, ordinance, restriction, agreement or instrument, except for Permitted Encumbrances.

(c) The providing of the Facility by the Agency, the leasing thereof by the Agency to GLDC and the subleasing thereof by GLDC to the Sublessee will not result in the removal of an industrial or manufacturing plant, facility or other commercial activity of the Sublessee from one area of the State to another area of the State nor result in the abandonment of one or more commercial or manufacturing plants or facilities of the Sublessee located within the State.

(d) To the best of GLDC's knowledge, without independent investigation or inquiry, the Facility and the design, acquisition, renovation, equipping and operation thereof will conform with all applicable zoning, planning, building and environmental laws, ordinances, rules and regulations of governmental authorities having jurisdiction over the Facility. GLDC shall defend, indemnify and hold harmless the Agency for expenses, including reasonable attorneys' fees, resulting from any failure of GLDC to comply with the provisions of this subsection.

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

(e) GLDC will use its best efforts to complete or cause the completion of the acquisition, renovation and equipping of the Facility in accordance with the terms and provisions of the Plans and Specifications, if any.

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

(g) In its Application for Financial Assistance dated May 14, 2018, GLDC projected that, as a result of the Project, it will create (or cause the Sublessee to create) 15 full time equivalent positions at the Facility prior to the conclusion of the third year of the Lease Term, retain (or cause the Sublessee to retain) the existing 55 full time equivalent positions at the Facility and retain all for the duration of the Lease Term as a result of undertaking the Facility (the "Employment Obligation"). GLDC acknowledges that the financial assistance granted by the Agency in connection with the Facility is conditioned upon achieving the Employment Obligation.

ARTICLE III

CONVEYANCE OF TITLE TO AGENCY

Section 3.1 Agreement to Convey to Agency. The United States of America, acting through the Secretary of the Air Force, has conveyed to the Agency a fee interest in real property, including any buildings, structures or improvements thereon, described in Exhibit A attached hereto and GLDC has or will convey a leasehold interest in the Equipment described in Exhibit B. GLDC agrees that the Agency's interest in the Facility resulting from said conveyances will be sufficient for the purposes intended by this Lease Agreement and agrees that it will defend, indemnify and hold the Agency harmless from any expense or liability arising out of a defect in title or a lien adversely affecting the Facility and will pay all reasonable expenses incurred by the Agency in defending any action with respect to title to or a lien affecting the Facility.

Section 3.2 Renovation and Equipping of Facility. GLDC, as agent for the Agency, will undertake the Project. GLDC hereby covenants and agrees to annually file with the

Department of Taxation and Finance the statement required by General Municipal Law Section 874(8) concerning the value of sales tax exemptions claimed.

ARTICLE IV

ACQUISITION, RENOVATION AND EQUIPPING OF FACILITY

Section 4.1 Acquisition, Renovation and Equipping of Facility.

(a) GLDC agrees that, on behalf of the Agency, GLDC will acquire, renovate and equip the Facility in accordance with the Plans and Specifications, if any.

(b) GLDC may revise the plans and specifications, if any, from time to time so long as the Facility continues to be a "project" as defined in the Act.

(c) The Agency hereby appoints GLDC its true and lawful agent, and GLDC hereby accepts such agency (i) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instruction with any other Persons, and in general to do all things which may be requisite or proper, all for renovating the Improvements and acquiring and installing the Equipment with the same powers and with the same validity as the Agency could do if acting on its own behalf, (iii) to pay all fees, costs and expenses incurred in the renovation of the Improvements and the acquisition and installation of the Equipment, and (iv) to ask, demand, sue for, levy, recover and receive all such sums or money, debts, dues and other demands whatsoever which may be due, owing and payable to the Agency under the terms of any contract, order, receipt, or writing in connection with the renovation of the Improvements and the acquisition and installation of the Equipment, and to enforce the provisions of any contract, agreement, obligation, bond or other performance security.

(d) The Agency shall enter into, and accept the assignment of, such contracts as GLDC may request in order to effectuate the purposes of this Section 4.1.

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

Section 4.2 [Reserved]

Section 4.3 [Reserved]

Section 4.4 [Reserved]

Section 4.5 Remedies to be Pursued Against Contractors, Subcontractors, Materialmen and their Sureties. In the event of a default by any contractor, subcontractor, materialman or other Person under any contract made by it in connection with the Facility or in the event of a breach of warranty or other liability with respect to any materials, workmanship, or performance guaranty, GLDC at its expense, either separately or in conjunction with others, may pursue any and all remedies available to it and the Agency, as appropriate, against the contractor, subcontractor, materialman or other Person so in default and against any surety for the performance of such contract. GLDC, in its own name or in the name of the Agency, may prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor, materialman or surety or other Person which GLDC deems reasonably necessary, and in such event the Agency, at GLDC's expense, hereby agrees to cooperate fully with GLDC and to take all action necessary to effect the substitution of GLDC for the Agency in any such action or proceeding. GLDC shall advise the Agency of any actions or proceedings taken hereunder.

ARTICLE V
DEMISING CLAUSES AND RENTAL PROVISIONS

Section 5.1 Demise of Facility. The Agency hereby leases the Facility, consisting of the Land as particularly described in Exhibit A attached hereto, the Improvements and the Equipment as particularly described in Exhibit B attached hereto, to GLDC and GLDC 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 GLDC 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 GLDC 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, 2039 or on such earlier date as may be permitted by Section 11.1 hereof.

(c) The period commencing on the date described in Section 5.2(a) herein through the date described in Section 5.2(b) herein shall be herein defined as the Lease Term.

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

Section 5.3 Rents and Other Amounts Payable.

(a) GLDC 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 January 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, GLDC 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) GLDC, 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 GLDC shall fail to timely make any payment required in Section 5.3(a) or 5.3(b), GLDC 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 GLDC Hereunder Unconditional. The obligations of GLDC 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 GLDC, 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. GLDC 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 GLDC to seek reimbursement, and in the event the Agency should fail to perform any such agreement, GLDC may institute such separate action against the Agency as GLDC 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 GLDC hereunder, except upon written consent of GLDC.

Section 5.5 Special Obligation of Agency.

(a) The obligations of the Agency under the Agency Documents constitute a special obligation of the Agency, and all charges payable pursuant to or expenses or liabilities incurred thereunder shall be payable solely out of the revenues and other moneys of the Agency derived and to be derived from the leasing of the Facility, any sale or other disposition of the Equipment and as otherwise provided in the Authorizing Resolution, the Equipment Lease Agreement, this Lease Agreement and the PILOT Agreement. Neither the members, officers, agents (except GLDC) or employees of the Agency, nor any person executing the Agency Documents, shall be liable personally or be subject to any personal liability or accountability by reason of the leasing, construction, renovation, equipping or operation of the Facility. The obligations of the Agency under the Agency Documents are not and shall not be an obligation of the State or any municipality of the State and neither the State nor any such municipality (including, without limitation, Oneida County) shall be liable thereon.

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

ARTICLE VI

MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE

Section 6.1 Maintenance and Modifications of Facility by GLDC.

(a) GLDC shall not abandon the Facility or cause or permit any waste to the Improvements. During the Lease Term, GLDC 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) GLDC 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 GLDC shall become a part of the Facility and the Property of the Agency. GLDC agrees to deliver to the Agency all documents that may be necessary or appropriate to convey to the Agency title to such Property.

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

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

Section 6.3 Taxes, Assessments and Utility Charges.

(a) GLDC 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 GLDC 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, GLDC shall be obligated under this Lease Agreement to pay only such installments as are required to be paid during the Lease Term.

(b) GLDC may in good faith contest any such taxes, assessments and other charges. In the event of any such proceedings, GLDC 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) GLDC 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 GLDC 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 GLDC and that GLDC shall be entitled to retain all such amounts.

(d) Within thirty (30) days of receipt of written request therefor, GLDC 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, GLDC 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 GLDC. 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 GLDC or any permitted sublessee is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of GLDC 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 GLDC, any permitted sublessee, any contractor or subcontractor first occupy the Facility.

(c) Insurance protecting the Agency and GLDC against loss or losses from liability imposed by law or assumed in any written contract (including the contractual liability assumed by GLDC 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 then $1,000,000.00 (combined single limit or equivalent for personal injury, including bodily injury or death, and property damage) protecting the Agency and GLDC 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 GLDC 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. GLDC 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, GLDC shall furnish the appropriate Person with evidence that such policy has been renewed or replaced or is no longer required by this Lease Agreement. GLDC 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. 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 GLDC 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 GLDC 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 GLDC, 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 GLDC 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 GLDC'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 GLDC), or employees, shall be threatened with a fine, liability, expense or imprisonment, then the Agency may immediately make payment on behalf of GLDC 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 GLDC. GLDC 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.

Section 6.8 Compliance with Article 31 of Tax Law.

(a) GLDC shall keep true and complete records pertaining to its acquisition of title to the fee or the leasehold estate in and to the Facility, all subsequent transfers of any interests therein or any part thereof and all changes in the controlling interest (by way of changes in stock ownership, capital, profits, beneficial interest or otherwise) in GLDC or any related entity which may hereafter own and/or acquire title to the fee or the leasehold estate in and to the Facility, including, but not limited to, a copy of the contract of sale, title report (if any), assignment of lease, closing statement, transferor's affidavit, questionnaire or return, statement of tentative assessment and any other notices or determinations of tax received from the New York State Department of Taxation and Finance, transferor's supplemental return, the date and cost of all "capital improvements" made to the Land, the Improvements or any part thereof and evidence of the payment of real property transfer tax imposed by reason of Article 31 of the New York Tax Law and the filing of all reports and any other information or documentation required by the New York State Department of Taxation and Finance by reason of said Article or any regulations promulgated thereunder. All such records shall be made available to the Agency for inspection from time to time upon their request.

(b) If any real property transfer gains tax shall be due and payable upon the conveyance of the leasehold estate in and to the Facility by the Agency to GLDC pursuant to the Lease Agreement or upon the 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, GLDC shall, at the request of the Agency, (i) provide the Agency with a copy of all such records and will prepare, execute, deliver and file any affidavits, questionnaires, returns or

supplemental returns required of GLDC, as transferor, including, but not limited to, a statement in affidavit form as to the "original purchase price" of the fee or the leasehold estate in and to the Facility and the cost of all "capital improvements" made to the Land, the Improvements or any part thereof by GLDC or any related entity and the date or dates on which such improvements were made and (ii) pay or cause to be paid any real property transfer gains tax, together with any interest and penalties thereon, which may be due and payable by reason of such conveyance. GLDC hereby appoints the Agency its true and lawful agent and attorney-in-fact (which appointment shall be deemed to be an agency coupled with an interest), with full power of substitution, to prepare, execute, deliver and file on its behalf any and all affidavits, questionnaires, returns and supplemental returns which GLDC, as transferor, has failed or refused to execute and deliver to the Agency within thirty (30) days after notice and request therefor.

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 GLDC 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, 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 GLDC, except as otherwise provided in Section 11.1 and subsection (d) hereof.

(b) Any replacements, repairs, rebuilding, restorations or relocations of the Facility by GLDC 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 and/or the mortgage.

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

Section 7.2 Condemnation.

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

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

(ii) there shall be no abatement or reduction in the amounts payable by GLDC 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, so long as the Mortgage is in effect. After the release of the Mortgage, the net proceeds derived therefrom shall be paid to GLDC except as otherwise provided in Section 11.1 and subsection (d) hereof.

(b) Any replacements, repairs, rebuilding, restorations, relocations of the Facility by GLDC after the occurrence of such Condemnation or acquisition by GLDC 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, and/or the Mortgage.

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

Section 7.3 Condemnation of GLDC-Owned Property. GLDC 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. GLDC 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 GLDC'S PURPOSES OR NEEDS.

Section 8.2 Hold Harmless Provisions.

(a) GLDC agrees that the Agency, its directors, members, officers, agents (except GLDC) and employees shall not be liable for and agrees to defend, indemnify, release and hold the Agency, its directors, members, officers, agents (except GLDC) 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, renovating, equipping, owning and leasing the Facility, including without limiting the generality of the foregoing, all claims arising from the breach by GLDC of any of its covenants contained herein, the exercise by GLDC 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 GLDC) 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 GLDC 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 GLDC or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligation of GLDC hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, disability benefits or other employee benefit acts.

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

Section 8.4 Company to Maintain Its Existence.

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

Section 8.5 Qualification in State.

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

Section 8.6 Agreement to File Annual Statements and Provide Information. GLDC 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. GLDC shall provide annually, to the Agency, a certified statement and documentation: (i) enumerating the full time equivalent jobs retained and the full time equivalent jobs created as a result of the Financial Assistance, by Sublessee, by category, including full time equivalent independent contractors or employees of independent contractors that work at the Project location, and (ii)

indicating that the salary and fringe benefit averages or ranges for categories of jobs retained and jobs created that was provided in the application for Financial Assistance is still accurate and if it is not still accurate, providing a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and jobs created. If GLDC does not provide said annual certified statement to the Agency by the stated due date, a $500.00 late fee will be charged to GLDC for each thirty (30) day period the report is late beyond the due date, up until the time the report is submitted. GLDC further agrees, whenever requested by the Agency, to provide and certify or cause to be provided and certified such information concerning GLDC, 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. GLDC 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 GLDC.

Section 8.8 Compliance With Orders, Ordinances, Etc.

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

(b) GLDC shall 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, Sublessees, future Permitted Sublessees, licensees and occupants of the Facility to 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. GLDC shall obtain and comply with, and shall cause all contractors, subcontractors, operators, Sublessees, future Permitted Sublessees, licensees and occupants of the Facility to obtain and comply with, all Environmental Permits. GLDC shall not cause or knowingly permit any change to be made in the present or intended 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, renovation, equipping, use or operation of the Facility as a landfill or waste management or disposal site or for manufacturing or industrial purposes or for the storage of petroleum or petroleum based products other than in accordance with any applicable Environmental Law, (ii) violate any applicable Environmental Laws, (iii) constitute a violation or non-compliance with any Environmental Permit or (iv) increase the risk of a Release of any Hazardous Substance, as said terms are defined in the Environmental Compliance and Indemnification Agreement. GLDC shall promptly provide the Agency with a copy of all notifications which GLDC 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 GLDC receives or becomes aware of any such notification that is not in writing or otherwise capable of being copied, GLDC shall promptly advise the Agency of such verbal, telephonic or electronic notification and confirm such notice in writing. GLDC 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. GLDC shall allow the Agency, its officers, members, employees, agents, representatives, contractors and subcontractors reasonable access to the Facility during regular business hours of GLDC 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 GLDC or the Facility or the renovation, 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 GLDC's sole cost and expense. Said audit may, but is not required to or limited to, include a physical inspection of the Facility, a records search, a visual inspection of any property adjacent to or within the immediate vicinity of the Facility, personnel interviews, review of all Environmental Permits and the conduct of a scientific testing. If necessary to determine whether a violation of an Environmental Law exists, such inspection shall also include subsurface testing for the presence of Hazardous Substances in the soil, subsoil, bedrock, surface water and/or groundwater. If said audit report indicates the presence of any Hazardous Substance or a Release or Disposal (as such terms are defined in the Environmental Compliance and Indemnification Agreement) or the threat of a Release or Disposal of any Hazardous Substance on, at or from the Facility, GLDC 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 GLDC may have to the Agency at common law or otherwise, and shall survive the transactions contemplated herein.

(c) GLDC 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 , its officers, members, employees, agents (except GLDC), representatives, contractors and subcontractors relating to, resulting from or arising out of (i) the environmental conditions at, on or in the vicinity of the Facility, (ii) the renovation, 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 GLDC in the Environmental Compliance and Indemnification Agreement (collectively, the "Indemnified Matters").

(d) Notwithstanding the provisions of subsections (a), (b) and (c) hereof, GLDC 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, GLDC 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 GLDC 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 GLDC 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, GLDC 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, GLDC 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 GLDC.

(g) In the event there is a conflict between the terms of this Lease Agreement and the Environmental Compliance and Indemnification Agreement, the terms of the Environmental Compliance and Indemnification Agreement shall be controlling.

Section 8.9 Discharge of Liens and Encumbrances.

(a) GLDC, 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, GLDC may in good faith contest any such Lien. In such event, GLDC 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 GLDC 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 GLDC 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 GLDC 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 GLDC in connection with the Land or the Improvements shall be deemed presumptively to be owned by the Agency, rather than GLDC, unless the same were utilized for purposes of construction of the Facility or were installed by GLDC and title thereto was retained by GLDC 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, GLDC 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. GLDC 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 by it 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"). GLDC 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 GLDC 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 GLDC.

(b) The Agency and GLDC 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 GLDC'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 GLDC or such other Person as GLDC may designate.

Section 9.2 Removal of Equipment.

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

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

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

Section 9.3 Assignment and Subleasing.

(a) This Lease Agreement may not be assigned, in whole or in part, and the Facility may not be subleased, in whole or in part, without the prior written consent of the Agency in each instance, except to the Sublessee pursuant to the Sublease Agreement. A transfer in excess of 50% of the equity voting interests of GLDC shall be deemed an assignment and require the prior written consent of the Agency. Any assignment or sublease shall be on the following conditions, as of the time of such assignment or sublease:

(i) no assignment or sublease shall relieve GLDC from primary liability for any of its obligations hereunder;

(ii) the assignee or sublessee shall assume the obligations of GLDC hereunder to the extent of the interest assigned or subleased;

(iii) GLDC 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 GLDC, 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 proposed 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, GLDC 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.

(c) The Agency has reviewed and hereby approves of and consents to the GLDC Documents, including but not limited to the Sublease Agreement. The Agency agrees, at GLDC's expense, to cooperate with GLDC and the Sublessee and to execute and deliver those documents and agreements necessary to effect and consummate the transactions contemplated in the Sublease Agreement. GLDC hereby indemnifies and holds the Agency harmless in connection with GLDC Documents.

Section 9.4 Mortgage and Pledge of Agency's Interests to Bank and Others.

(a) The Agency has been 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 GLDC pursuant to Section 5.3 hereof and all other provisions of this Lease Agreement (other than Unassigned Rights) to the Bank. The Agency consents to such mortgage, pledge and assignment by the Agency and GLDC shall pay the reasonable attorneys' fees incurred by the Agency in connection with any such future mortgage financing. Notwithstanding the foregoing, all indemnities herein contained shall subsequent to such mortgage, pledge and assignment continue to run to the Agency for its benefit.

(b) The Agency may be requested to further (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 GLDC 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 and GLDC shall pay the reasonable attorneys' fees incurred by the Agency in connection with any such future mortgage financing. 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 GLDC and shall furnish to GLDC, at the sole cost and expense of GLDC, 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 GLDC 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 GLDC 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 GLDC 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 GLDC herein or in any of the GLDC Documents shall prove to have been false or misleading in any material respect;

(iv) the failure by GLDC 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 GLDC by the Agency;

(v) the failure by GLDC 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 GLDC generally to pay its debts as they become due; or an assignment by GLDC for the benefit of creditors; the commencement by GLDC (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 GLDC (as the debtor) and a court having jurisdiction in the premises enters a decree or order for relief against GLDC as the debtor in such case or proceeding, or such case or proceeding is consented to by GLDC or remains undismissed for forty (40) days, or GLDC 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 GLDC 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 GLDC 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 GLDC, 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 GLDC or the taking of any other action by the Agency;

(ii) convey the Facility to GLDC 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 GLDC, and in such event GLDC waives delivery and acceptance of such deed. GLDC 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 GLDC shall be deemed to be an agency coupled with an interest and such appointment shall be irrevocable;

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

(iv) 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 GLDC under this Lease Agreement.

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

(c) After an Event of Default shall have occurred, GLDC 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 GLDC 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 GLDC 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 GLDC herein contained, GLDC 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.

Section 10.6 Recapture. The financial assistance granted by the Agency and the lease of the Facility are subject to a Jobs Creation and Recapture Agreement dated as of April 1, 2020 (the "Jobs Creation Agreement") by and between the Agency and GLDC, which is incorporated herein by reference.

Section 10.7 Sublessees' Opportunity to Cure. As long as the Sublease Agreement is in effect and the Sublessee is not in default thereunder, the Agency, upon providing GLDC any notice of either: (1) default under this Lease Agreement; or (2) a termination of this Lease Agreement, shall at the same time provide a copy of such notice to the Sublessee. No such notice by the Agency shall be deemed to have been duly given (nor shall the Agency be entitled to terminate this Lease Agreement) unless and until a copy thereof has been so provided to the Sublessee. From and after such notice has been given to the Sublessee, the Sublessee shall have the same period, after the giving of such notice upon it, for remedying any default or causing the same to be remedied, as is given GLDC after the giving of such notice to GLDC, plus in each instance, the additional period of thirty (30) days to remedy or cause to be remedied the defaults specified in any such notice. The Agency shall accept such performance by or at the instigation of the Sublessee as if the same had been done by GLDC. The Agency authorizes the Sublessee to take any such action at the Sublessee's option and does hereby authorize entry upon the Land and the Facility by the Sublessee for such purpose. In the event the default is not reasonably susceptible of being cured within the additional thirty (30) day period, the Sublessee shall have such additional time necessary to cure the default provided Sublessee promptly commences and diligently pursues such cure to completion.

ARTICLE XI

EARLY TERMINATION OF LEASE AGREEMENT; OPTION IN FAVOR OF GLDC

Section 11.1 Early Termination of Lease Agreement. GLDC 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 GLDC stating GLDC'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. GLDC acknowledges that exercising its option to terminate pursuant to this Section may constitute an Event of Default under the Jobs Creation Agreement.

Section 11.2 Conditions to Early Termination of Lease Agreement. In the event GLDC exercises its option to terminate this Lease Agreement in accordance with the provisions of Section 11.1 hereof, GLDC 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, including all amounts due and payable resulting from a default under the Recapture Agreement, if any.

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

Section 11.3 Obligation to Purchase Facility. Upon termination or expiration of the Lease Term, in accordance with Sections 5.2 or 11.1 hereof, GLDC shall purchase the Facility from the Agency for the purchase price of One Dollar ($1.00). GLDC 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 GLDC'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 GLDC all necessary documents (i) to convey to GLDC 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 GLDC, to the creation of which GLDC consented or in the creation of which GLDC acquiesced, (C) any Permitted Encumbrances and (D) any Liens resulting from the failure of GLDC 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 GLDC 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 GLDC pursuant to this Article XI, the PILOT Agreement shall terminate.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Notices. All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when (i) mailed by United States registered or certified mail, postage prepaid, return receipt requested or (ii) when delivered by a commercial overnight courier that guarantees next day delivery and provides a receipt, to the Agency, GLDC or the Sublessee, as the case may be, addressed as follows:

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 GLDC:

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

With a copy to:

Camille T. Kahler, Esq.
Saunders Kahler LLP
185 Genesee Street, Suite 1400
Utica, New York 13501

To the Sublessee:

Alion Science and Technology Corporation
1750 Tysons Boulevard, Suite 1300
McLean, Virginia 22102
Attn.: Beatrice Revel

With a copy to:

Alion Science and Technology Corporation
1750 Tysons Boulevard, Suite 1300
McLean, Virginia 22102
Attn.: General Counsel

Section 12.2 Binding Effect. This Lease Agreement shall inure to the benefit of and shall be binding upon the parties hereto 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 be amended, changed, modified, altered or terminated by the parties hereto, but only by means of a writing executed by such parties. Nothing contained herein is intended to limit or restrict the Agency's rights under this Lease Agreement in the event of a default by GLDC (which is not cured by GLDC or the Sublessee within the applicable period of notice and/or grace, if any).

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.

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 GLDC 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.

Section 12.10 Recording and Filing. This Lease Agreement or a memorandum thereof, shall be recorded or filed, as the case may be, in the Office of the Clerk of Oneida County, New York, or in such other office as may at the time be provided by law as the property place for the recordation or filing thereof.

Section 12.11 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.

Section 12.12 Subordination to Mortgage. This Lease Agreement and the rights of GLDC and the Agency hereunder (other than with respect to the Unassigned Rights) are subject and subordinate to the Lien of the Mortgage, and all extensions, renewals or amendments thereof. The subordination of this Lease Agreement to the Mortgage shall be automatic, without execution of any further subordination agreement by GLDC or the Agency. Nonetheless, if the Bank requires a further written subordination agreement, GLDC and the Agency hereby agree to execute, acknowledge and deliver the same.

Section 12.13 Rights of Bank.

(a) The Bank is hereby given the right by the Agency, in addition to any other rights herein granted, without any requirement to obtain the Agency's consent, to mortgage the mortgagors' respective interests in the Facility and, in the case of GLDC, to assign and grant a security interest in GLDC's rights under GLDC Documents as collateral security for its obligations to the Bank, upon the condition that all rights acquired by Bank shall be subject to all rights and interests of the Agency herein and in the other Company Documents, none of which covenants, conditions or restrictions is or shall be waived by the Agency by reason of this right to mortgage or grant a security interest in the Facility and GLDC Documents, including Unassigned Rights.

(b) There shall be no renewal, cancellation, surrender, acceptance of surrender, material amendment or material modification of this Lease Agreement or any other Company Document by joint action of the Agency and GLDC alone, without, in each case, the prior consent in writing of Bank, nor shall any merger result from the acquisition by, or devolution upon, any one entity of any fee and/or leasehold estates or other lesser estates in

the Facility. Failure of the Bank to consent to a modification of this Lease Agreement by the Agency shall constitute an Event of Default.

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

(d) In the event of any default by GLDC under this Lease Agreement or any other Company Document, the Bank shall have fifteen (15) days for a monetary default and thirty (30) days in the case of any other default, after notice to GLDC and the Bank of such default to cure or to cause to be cured the default complained of and the Agency shall accept such performance by or at the instigation of Bank as if same had been done by GLDC. The Agency in its sole discretion will determine whether such action by the Bank amounts to a cure.

(e) Except where Bank or its designee or nominee has succeeded to the interest of GLDC in the Facility, no liability for any payments to be made pursuant to this Agreement or the performance of any of GLDC's covenants and agreements under this Agreement shall attach to or be imposed upon the Bank, and if the Bank or its nominee or designee succeeds to the interest of GLDC in the Project, all of the obligations and liabilities of the Bank or its nominee or designee shall be limited to such entity's interest in the Facility and shall cease and terminate upon assignment of this Lease Agreement by the Bank; provided however, that the Bank or its nominee or designee shall pay all delinquent PILOT Payments, if any, prior to said assignment.

(g) Notwithstanding any provision of this Lease Agreement or any other Company Document to the contrary, foreclosure of a mortgage or any sale of GLDC's interest in this Lease Agreement and/or the Facility in connection with a foreclosure, whether by judicial proceedings, or any conveyance of GLDC's interest in this Agreement and/or the Facility to Bank by virtue of or in lieu of foreclosure or other appropriate proceedings, or any conveyance of GLDC's interest in this Lease Agreement and/or the Facility by Bank shall not require the consent or approval of the Agency and failure to obtain the Agency's consent shall not be a default or Event of Default hereunder.

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IN WITNESS WHEREOF, the Agency and GLDC have caused this Lease Agreement to be executed in their respective names by their duly authorized officers, all as of April 1, 2020.

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By:_____
David C. Grow
Chairman

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

On the 29 day of April 2020, 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

LORI L. PATRICK
Notary Public, State of New York
No. 01PA6034055
Qualified in Oneida County
My Commission Expires Dec. 6, 2021

3463965.2

SECOND SIGNATURE PAGE TO LEASE AGREEMENT
(OCIDA to GLDC)

GRIFFISS LOCAL DEVELOPMENT CORPORATION

By: _____
Steven J. DiMeo
Authorized Representative

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

On the 30 day of April 2020, before me, the undersigned a notary public in and for said state, personally appeared **Steven J. DiMeo,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

CAMILLE T. KAHLER
NOTARY PUBLIC, State of New York
Appointed in Oneida County
No. 02KA4804252
Commission Expires: October 31, 2020

3463965.3

EXHIBIT A

LEGAL DESCRIPTION OF LAND

(Building 778 Land)

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 entitled "Mortgage Map Showing A Portion of Lands of Oneida County Industrial Development Agency (Building 778 Parcel), City of Rome, County of Oneida, State of New York, prepared by Michael P. Waters, P.L.S. No. 50027, and dated December 10, 2003; and filed in the Oneida County Clerk's Office in Map Roll 1866, which said tract, piece or parcel of land is more particularly bounded and described as follows:

PARCEL A

Beginning at point in the proposed easterly street boundary of Phoenix Drive; said point being South 48° 09' 20" East, 1,250.76 feet from a capped iron rod found stamped "AFRL-44";

thence North 43° 24' 46" East through the lands of Oneida County Industrial Development Agency (reputed owner) 195.93 feet to its intersection with the proposed westerly street boundary of Patrol Road;

thence South 46° 55' 30" East along said proposed westerly street boundary of Patrol Road 235.59 feet to a point;

thence South 43° 25' 04" West through the lands of Oneida County Industrial Development Agency (reputed owner) 195.93 feet to its intersection with the aforementioned proposed easterly street boundary of Phoenix Drive;

thence North 46° 55' 30" West along said proposed easterly street boundary of Phoenix Drive 235.04 feet to the place of beginning, being 43,114.8± sq. ft. or 0.989 acre, more or less.

EXHIBIT B

EQUIPMENT

All fixtures, building materials and items of personal property acquired, renovated and installed and/or to be acquired, renovated and installed in connection with the completion of the GLDC/Alion Science and Technology Facility located at 775 Daedalian Drive in the City of Rome, Oneida County, New York.

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 Release Agreement, the Equipment Lease Agreement, the Lease Agreement, the Memorandum of Lease, the PILOT Agreement, the Environmental Compliance and Indemnification Agreement and the Recapture Agreement.

"Assignment" means the Collateral Assignment of Leases and Rents dated October 5, 2018 from the Agency and GLDC to the Bank, as the same may be amended from time to time.

"Authorizing Resolution" means the resolution adopted by the Agency on the 13th day of July 2018 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 GLDC, its Authorized Representative, the Chairman, the Vice Chairman, the Secretary and the Treasurer ; and in the case of both, such additional persons as, at the time, are designated to act on behalf of the Agency or GLDC, as the case may be, by written certificate furnished to the Agency or GLDC, 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) GLDC, by the Authorized Representative of GLDC.

"Bank" means Adirondack Bank, and its successors and assigns.

"Building 776" means that certain 28,092± square foot, one-story building situated on the Building 776 Land.

"Building 776 Land" means that certain 1.510± acre parcel of land situate at 474 Phoenix Drive, Technology Heights, Griffiss Business and Technology Park, City of Rome, Oneida County, New York, and a 0.969+/- acre parcel of land situate on the southerly side of said Phoenix Drive (across the street from Building 776).

"Building 778" means that certain 20,534± square foot, two-story building situated on the Building 778 Land.

"Building 778 Land" means that certain 0.989+/- acre parcel of land situate at Daedalian Drive, Technology Heights, Griffiss Business and Technology Park, City of Rome, Oneida County, New York.

"Business Day" means any day other than a Saturday, a Sunday, a legal holiday or a day on which banking institutions in New York, New York are authorized by law or executive order to remain closed.

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

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

"Construction Period" means the period (a) beginning on the earlier of (i) the date of commencement of acquisition, construction, renovation and equipping of the Facility, which date shall not be prior to May 18, 2018, or (ii) the Closing Date and (b) ending on the completion date.

"Environmental Compliance and Indemnification Agreement" means the Environmental Compliance and Indemnification Agreement dated as of April 1, 2020 by and between the Agency and GLDC, as the same may be amended from time to time.

"Environmental Matters" means any matter, circumstance or condition, known or unknown, concerning the soil, surface waters, groundwater, land, stream sediments, surface or subsurface strata and ambient air on or about the Land and/or the Facility, including but not limited in any respect to any matter, circumstance or condition which (i) legally requires remediation or mitigation, and/or (ii) violates any Environmental Laws.

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

"Equipment Lease Agreement" means the Equipment Lease Agreement dated as of August 1, 2019 by and between GLDC, as lessor, and the Agency, as lessee, with respect to the Equipment, as the same may be amended from time to time.

"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, the Improvements and the Equipment leased to GLDC under the Lease Agreement.

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

"GLDC" 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.

"GLDC Documents" means the Release Agreement, the Lease Agreement, the Sublease Agreement, the PILOT Agreement, the Environmental Compliance and Indemnification Agreement and the Recapture 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 (i) affixed or attached to the Land and (ii) not part of the Equipment, all as they may exist from time to time, including but not limited to Building 776, Building 778 and the Parking Lot. Notwithstanding anything to the contrary herein contained, the term Improvements excludes (a) improvements that are not owned by or do not belong to the Agency or GLDC, (b) improvements which constitute a part of or relate to any utility line or system which services multiple users within the Griffiss Business Park (e.g., pipes, lines, conduits, and appurtenant equipment which constitute a part of or relate to the water distribution system, the electrical distribution system, the sanitary sewer system and/or the storm water sewer system in the Griffiss Business Park) and (c) improvements which lie within the bounds of, and are described in, any right-of-way or easement affecting the Facility (e.g., rail improvements). The term Improvements does, however, include utility pipes, lines, conduits, etc. which service only the building (e.g., utility laterals).

"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, GLDC, or the Sublessee.

"Land" means the Building 778 Land, which is the property leased by the Agency to GLDC pursuant to the Lease Agreement and more particularly described in Exhibit A attached hereto.

"Lease Agreement" means the Lease Agreement dated as of April 1, 2020 by and between the Agency, as lessor, and GLDC, 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.

"Mortgage" means the Fee and Leasehold Mortgage and Security Agreement dated October 5, 2018 from the Agency and GLDC to the Bank, as the same may be consolidated, extended, modified or amended from time to time.

"Permitted Encumbrances" means (i) exceptions to title set forth in the Title Report, if any, (ii) the Lease Agreement, (iii) utility, access and other easements and rights-of-way, restrictions and exceptions that do not materially impair the utility or the value of the Property affected thereby for the purposes for which it is intended, (iv) mechanics', materialmen's, warehousemen's, carriers' and other similar Liens which are approved in writing by the Agency or its counsel, (v) Liens for taxes not yet delinquent, (vi) the Mortgage and (vii) the Assignment.

"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 April 1, 2020 between GLDC and the Agency, as the same may be amended from time to time.

"Plans and Specifications" means the plans and specifications for the Improvements, prepared for GLDC and approved by the Agency, as revised from time to time in accordance with the Lease Agreement.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

"Public Purposes" shall mean the State's objective to create industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and to empower such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and sell land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial, recreation or industrial facilities, including industrial pollution control facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve their standard of living.

"Recapture Agreement" means the Jobs Creation and Recapture Agreement dated as of April 1, 2020 by and between the Agency and GLDC, as the same may be amended from time to time.

"Schedule of Definitions" means the words and terms set forth in this Schedule of Definitions attached to the 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.

"Sublease Agreement" means the Sublease Agreement dated May 23, 2018 between GLDC and the Sublessee, as the same may be amended from time to time.

"Sublessee" means Alion Science and Technology Corporation, a Delaware corporation, and its successors and assigns.

"Sublessee Documents" means the Sublease Agreement.

"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 GLDC Documents.

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