

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

and

BOOZ ALLEN HAMILTON INC.

EQUIPMENT LEASEBACK AGREEMENT

Dated as of May 1, 2020

Oneida County Industrial Development Agency
2020 Equipment Lease
(Booz Allen Hamilton Inc. Facility)

TABLE OF CONTENTS

ARTICLE I - AGREEMENT 2
 Section 1.1 Representations and Covenants of Agency 2
 Section 1.2 Representations and Covenants of Company 5
ARTICLE II - DEMISING CLAUSES AND RENTAL PROVISIONS 6
 Section 2.1 Agreement to Convey to Agency 6
 Section 2.2 Acquisition of Equipment 7
 Section 2.3 Demise of Equipment 7
 Section 2.4 Remedies to be Pursued Against Contractors, Subcontractors,
 Materialmen and their Sureties 7
 Section 2.5 Duration of Lease Term; Quiet Enjoyment 7
 Section 2.6 Rents and Other Amounts Payable 8
 Section 2.7 Obligations of Company Hereunder Unconditional 8
 Section 2.8 Special Obligation 9
ARTICLE III - MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE 9
 Section 3.1 Maintenance and Modifications of Equipment by Company 9
 Section 3.2 Installation of Additional Equipment 10
 Section 3.3 Taxes, Assessments and Utility Charges 10
 Section 3.4 Insurance Required 11
 Section 3.5 Additional Provisions Respecting Insurance 11
 Section 3.6 Application of Proceeds of Insurance 12
 Section 3.7 Right of Agency to Pay Taxes, Insurance Premiums and Other Charges
 12
ARTICLE IV - DAMAGE, DESTRUCTION AND CONDEMNATION 13
 Section 4.1 Damage or Destruction of the Equipment 13
 Section 4.2 Condemnation 13
ARTICLE V - SPECIAL COVENANTS 14
 Section 5.1 No Warranty of Condition or Suitability by Agency 14
 Section 5.2 Hold Harmless Provisions 14
 Section 5.3 Right to Inspect Equipment 15
 Section 5.4 Company to Maintain Its Existence 15
 Section 5.5 Qualification in State 16
 Section 5.6 Agreement to File Annual Statements and Provide Information 16
 Section 5.7 Books of Record and Account; Financial Statements 16
 Section 5.8 Compliance With Orders, Ordinances, Etc. 16
 Section 5.9 Discharge of Liens and Encumbrances 19
 Section 5.10 Depreciation Deductions and Investment Tax Credit 20
 Section 5.11 Employment Opportunities, Notice of Jobs 20
 Section 5.12 Limitation of Liability of the Agency 20

ARTICLE VI - REMOVAL OF EQUIPMENT; ASSIGNMENTS AND SUBLEASING	20
Section 6.1 Restriction on Sale of Equipment	20
Section 6.2 Removal of Equipment	20
Section 6.3 Assignment and Subleasing	21
Section 6.4 Intentionally Omitted	21
Section 6.5 Merger of Agency	21
ARTICLE VII - EVENTS OF DEFAULTS AND REMEDIES	22
Section 7.1 Events of Default Defined	22
Section 7.2 Remedies on Default	23
Section 7.3 Remedies Cumulative	24
Section 7.4 Agreement to Pay Attorneys' Fees and Expenses	24
Section 7.5 No Additional Waiver Implied by One Waiver	25
Section 7.6 Recapture	25
ARTICLE VIII - EARLY TERMINATION OF EQUIPMENT LEASEBACK AGREEMENT; OPTION IN FAVOR OF Company	25
Section 8.1 Early Termination of Equipment Leaseback Agreement	25
Section 8.2 Conditions to Early Termination of Equipment Leaseback Agreement ..	25
Section 8.3 Termination of Leasehold Interest In Equipment	25
Section 8.4 Conveyance on Termination	26
ARTICLE IX - MISCELLANEOUS	26
Section 9.1 Notices	26
Section 9.2 Binding Effect	27
Section 9.3 Severability	27
Section 9.4 Amendments, Changes and Modifications	27
Section 9.5 Execution of Counterparts	27
Section 9.6 Applicable Law	27
Section 9.7 Survival of Obligations	27
Section 9.8 Table of Contents and Section Headings not Controlling	27
Section 9.9 No Broker	27
Section 9.10 Definitions	27
EXHIBIT A; EQUIPMENT	31
SCHEDULE A SCHEDULE OF DEFINITIONS	32

THIS EQUIPMENT LEASEBACK AGREEMENT (the "Equipment Leaseback Agreement"), dated as of the 1st day of May 2020, is by and between **BOOZ ALLEN HAMILTON INC.**, a corporation duly organized under the laws of the State of Delaware and duly authorized to do business in the State of New York, with an address of 99 Otis Street, Rome, New York 13441 (together with its successors and assigns, the "Company") and **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 584 Phoenix Drive, Rome, New York 13441 (the "Agency").

WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York (the "State"); and

WHEREAS, the Enabling Act 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, construct, reconstruct, improve, equip, lease, maintain, furnish, sell and dispose of 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 now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial 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

WHEREAS, the Enabling Act further authorizes each such agency to lease any or all of its facilities at such rentals and on such other terms and conditions as it deems advisable; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act, Chapter 372 of the Laws of 1970 of the State of New York (hereinafter collectively, the "Act") created the Agency, which is empowered under the Act to undertake the leasing of the Facility described below; and

WHEREAS, Booz Allen Hamilton Inc., on behalf of itself, its principals, or an entity to be formed on behalf of any of the foregoing (collectively, the "Company") has applied to the Agency to enter into a transaction in which the Agency will assist in buildout of the first floor of a 32,110± square foot building (the "Existing Improvements"), comprised of 14,000± square feet (the "Improvements") situated on a 5.00± acre parcel of land located at 99 Otis Street, Griffiss Business and Technology Park, City of Rome, Oneida County, New York (the "Land") and acquisition and installation of machinery, equipment, furnishings, fixtures, apparatus, building materials and other tangible personal property in the Improvements (the "Equipment"), all for the purpose of supporting the aerospace market (the Improvements and the Equipment are referred to collectively as the "Facility" and the constructing, reconstructing, improving, maintaining, equipping and furnishing of the Improvements is referred to as the "Project"); and

WHEREAS, the Agency owns the Land and Existing Improvements, pursuant to Article 18-A of the General Municipal Law of the State of New York and Chapter 372 of

the Laws of 1970 of the State of New York, as may be amended from time to time (collectively, the "Act") and leases the same to 99 Otis Street, LLC (the "Landlord") pursuant to a Lease Agreement dated as of November 20, 2018 (the "Lease Agreement"), and the Landlord subleases the Improvements to the Company pursuant to a Sublease Agreement dated as of June 4, 2019 (the "Sublease Agreement"); and

WHEREAS, in order to induce the Company to develop the Facility, the Agency is willing to take a leasehold interest in the Equipment constituting the Facility and lease said Equipment back to the Company pursuant to the terms and conditions contained in this Equipment Leaseback Agreement dated as of May 1, 2020 (the "Equipment Leaseback Agreement") between the Agency and the Company.

ARTICLE I AGREEMENT

NOW THEREFORE, for and in consideration of the promises and the mutual covenants hereinafter contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby formally covenant, agree and bind themselves as follows:

Section 1.1 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 take title to or a leasehold interest in the Equipment, lease the Equipment to the Company pursuant to this Equipment Leaseback Agreement and designate the Company as its agent for purposes of the Project, all for the purpose of promoting the industry, health, welfare, convenience and prosperity of the inhabitants of the State and the County of Oneida and improving their standard of living.

(c) By resolution adopted on June 27, 2019, the Agency determined that, based upon the review by the Agency of the materials submitted and the representations made by Company relating to the Facility, the Facility would not have "significant impact" or "significant effect" on the environment within the meaning of the SEQR Act and therefore, the Agency adopted a Negative Declaration.

(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 Bylaws, 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, Bylaws, restriction, agreement or instrument.

(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 Equipment Leaseback Agreement by the undertaking of the Company to construct, reconstruct, lease, improve, equip, maintain and furnish the Facility.

(g) The Agency hereby confirms its appointment of the Company effective June 27, 2019 as its true and lawful agent to perform the following in compliance with the terms, purposes and intent of the Agency Documents, and the Company hereby confirms its acceptance of such appointment effective as of such date: (1) to construct, reconstruct, improve, maintain, equip and furnish the Improvements in order to complete the Facility, (2) to make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other Persons, and in general to do all things which may be requisite or proper, all for the constructing, reconstructing, improving, maintaining, equipping and furnishing of the Improvements so as to complete the Facility, with the same powers and with the same validity as the Agency could do if acting on its own behalf, provided that the liability of the Agency thereunder shall be limited to the moneys made available therefore by the Company and advanced for such purposes by the Company pursuant to this Equipment Leaseback Agreement, (3) to pay all fees, costs and expenses incurred in the constructing, reconstructing, improving, maintaining, equipping and furnishing of the Improvements so as to complete the Facility from funds made available therefor in accordance with this Leaseback Agreement, and (4) to ask, demand, sue for, levy, recover and receive all such sums of 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 completion of the Facility and to enforce the provisions of any contract, agreement, obligation, bond or other performance security in connection with the same. Without limiting the generality of the foregoing, the Company's appointment as agent includes the authority to purchase, rent, lease, and otherwise use tools, machinery and equipment in connection with the constructing, reconstructing, improving, maintaining, equipping and furnishing of the Improvements so as to complete the Facility, to purchase, rent, lease, use and consume supplies, materials and services of every kind and description in connection with the same, and to purchase, rent, lease, and use equipment, machinery and other tangible personal property (including without limitation installation costs) installed or placed in, on, under or over the Improvements in order to complete the Facility.

(h) Pursuant to Section 874(9) of the Act, the Agency agrees to file within thirty (30) days of the Closing Date with the New York State Department of Taxation and Finance, on a form and in such manner as is prescribed by the New York State Commissioner of Taxation and Finance (the "Thirty-Day Sales Tax Report"), a statement identifying the Company as agent of the Agency, setting forth the taxpayer identification number of the Company, giving a brief description of the goods and/or services intended to be exempted from sales taxes as a result of such appointment as agent, indicating a rough estimate of the value of the goods and/or services to which such appointment as agent

relates, indicating the date when such designation as agent became effective and indicating the date upon which such designation as agent shall cease.

(j) The Company acknowledges, pursuant to Section 875(5) of the Act, the Thirty-Day Sales Tax Report may not be utilized as the basis to make any purchase exempt from sales tax, and that use of the Thirty-Day Sales Tax Report in such manner will both (1) subject the Company or any user to civil and criminal penalties for misuse of a copy of such statement as an exemption certificate or document or for failure to pay or collect tax as provided in the tax law and (2) be deemed to be under articles twenty-eight and thirty-seven of the New York State tax law, the issuance of a false or fraudulent exemption certificate or document with intent to evade tax. The Company shall receive a sales tax exemption letter with respect to the Project (the "Sales Tax Exemption Letter"). The Company or any user is required to utilize a Form ST-123 (a form of which is attached to the Sales Tax Exemption Letter) to obtain the sales tax exemption.

(j) The Agency recognizes that the Company may exercise the functions of agent of the Agency pursuant to Section 1.1(g) of this Equipment Leaseback Agreement either directly or through a series of contractors, subcontractors or other third parties. In many cases, purchases made by such contractors, subcontractors or other third parties will be exempt from sales and use taxes imposed in New York State for one or more of the reasons set forth in Section 1116(a) of the Tax Law of the State of New York, as indicated in Form ST-120.1 promulgated by the New York State Department of Taxation and Finance. However, from time to time, the Company may desire (1) to appoint a contractor, subcontractor or other third party as sub-agent of the Company with respect to the Project (a "Third Party Agent"), and (2) that such Third Party Agent be recognized by the New York State Department of Taxation and Finance as a sub-agent of the Agency. In this event, the Company may request that the Agency execute a Form ST-60 (IDA Appointment of Project Operator or Agent) (a "Third Party Thirty-Day Sales Tax Report") notifying the New York State Department of Taxation and Finance that the Company has appointed a Third Party Agent to act as sub-agent of the Agency with respect to the Project. The Agency will grant such request upon receipt by the Agency from the Company of the following:

(1) a completed Third Party Thirty-Day Sales Tax Report with respect to such proposed Third Party Agent, (A) containing a statement identifying such proposed Third Party Agent as an indirect sub-agent of the Agency, (B) containing the taxpayer identification number of such proposed Third Party Agent, (C) indicating that such proposed Third Party Agent was appointed by the Company and not by the Agency, (D) containing a brief description of the goods and/or services intended to be exempted from sales taxes as a result of the appointment of such Third Party Agent as sub-agent of the Agency, (E) containing a rough estimate of the value of the goods and/or services which the Company expects such proposed Third Party Agent will purchase or rent in its capacity as sub-agent of the Agency, (E) containing the date when such designation of the proposed Third Party Agent as sub-agent of the Agency is intended to become effective, and (G) containing the date upon which such designation of the proposed Third Party Agent as sub-agent of the Agency shall cease;

(2) a certificate of insurance, complying with the requirements of Section 3.4 and Section 3.5 of this Equipment Leaseback Agreement as applicable to a sub-agent, indicating that (A) the Third Party Agent maintains insurance with respect to the Facility providing the coverage against the risks and for such amounts as are mandated by Section 3.4 of this Equipment Leaseback Agreement and (B) all policies evidencing such

insurance (i) name the Third Party Agent, the Company and the Agency as insureds, as their interests may appear, and (ii) provide for at least thirty (30) days' written notice to the Third Party Agent, the Company and the Agency prior to cancellation, lapse, reduction in policy limits or material change in coverage thereof.

Upon receipt of such Third Party Thirty-Day Sales Tax Report and certificate of insurance, the Agency will execute and deliver to the Company the Third Party Thirty-Day Sales Tax Report. Upon receipt of such Third Party Thirty-Day Sales Tax Report, the Company agrees to file the same with the New York State Department of Taxation and Finance.

Section 1.2 Representations and Covenants of Company.

The Company makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of Delaware and authorized to do business in the State of New York, and has full legal right, power and authority to execute, deliver and perform each of the Company Documents and the other documents contemplated thereby. Each of the Company Documents and the other documents contemplated thereby has been duly authorized, executed and delivered by the Company and each constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its respective terms.

(b) Neither the execution and delivery of any of the Company 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 Company Documents and the other documents contemplated thereby, will conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of the certificate of incorporation of the Company, the bylaws of the Company, any law or ordinance of the State or any political subdivision thereof, or any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or result in the creation or imposition of any Lien of any nature upon any of the Property of the Company under the terms of any such law, ordinance, restriction, agreement or instrument.

(c) The providing of the Equipment by the Agency and the leasing of the Equipment by the Agency to the Company will not result in the removal of an industrial or manufacturing plant, facility or other commercial activity of the Company 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 Company located within the State; and the Agency has found that, based on the Company's application, to the extent occupants are relocating from one plant or facility to another, the Project is reasonably necessary to discourage the Project occupants from removing such other plant or facility to a location outside the State and/or is reasonably necessary to preserve the competitive position of the Project occupants in their respective industries.

(d) The Equipment and the operation thereof will conform with all applicable zoning, planning, building and environmental laws, ordinances, rules and regulations of governmental authorities having jurisdiction over the Equipment. The Company shall defend, indemnify and hold harmless the Agency for expenses, including

attorneys' fees, resulting from any failure of the Company to comply with the provisions of this subsection (d).

(e) The Company has caused to be transferred to the Agency a leasehold interest in the Equipment.

(f) There is no action, litigation, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending, or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would in any way diminish or adversely impact on the Company's ability to fulfill its obligations under this Equipment Leaseback Agreement or any of Company Documents or the transactions contemplated therein.

(g) The Company covenants that, during the Lease Term, the Facility will comply in all respects with all environmental laws and regulations and, except in compliance with environmental laws and regulations, during the Lease Term, (i) that other than any Hazardous Substance or Release, or Disposal or the threat of a Release or Disposal of any Hazardous Substance or waste that existed as of August 1, 2019, no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist at the Facility except in compliance with all material applicable laws, (ii) the Company will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances onto the Facility or onto any other property from its operations (or within its control), (iii) that no asbestos will be incorporated into or disposed of at the Facility, (iv) that no underground storage tanks will be located on the Facility, and (v) that to the best of its knowledge, no investigation, order, agreement, notice, demand or settlement with respect to any of the above is threatened, anticipated or in existence. The Company upon receiving any information or notice contrary to the representations contained in this Section shall immediately notify the Agency in writing with full details regarding the same. The Company hereby releases the Agency from liability with respect to, and agrees to defend, indemnify, and hold harmless the Agency, its executive director, directors, members, officers, employees, agents (except the Company), representatives, successors and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties and expenses (including reasonable attorneys' fees) related in any way to the Company's violation of the covenants or failure to be accurate with respect to the representations contained in this Section. In the event the Agency in its reasonable discretion deems it necessary to perform due diligence with respect to any of the above, or to have an environmental audit performed with respect to the Facility, the Company agrees to pay the expenses of same to the Agency upon demand, and agrees that upon failure to do so, its obligation for such expense shall be deemed to be additional rent.

ARTICLE II

DEMISING CLAUSES AND RENTAL PROVISIONS

Section 2.1 Agreement to Convey to Agency.

The Company has granted the Agency a leasehold interest in the Equipment, described in Exhibit A, pursuant to the Equipment Lease Agreement (the "Equipment Lease Agreement"). The Company agrees that the Agency's interest in the Equipment resulting from said conveyances will be sufficient for the purposes intended by this Equipment

Leaseback 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 Equipment and will pay all reasonable expenses incurred by the Agency in defending any action with respect to title to or a lien affecting the Equipment.

Section 2.2 Acquisition of Equipment.

The Company, as agent for the Agency, will undertake the Project. The Company 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. The Company acknowledges that the value of sales tax exemptions authorized by the Agency relating to the Project is limited to \$220,000 in the aggregate, unless the Agency grants an increase in the sales tax exemptions upon receipt of an amended application from the Company, and any exemptions claimed by the Company that exceed this amount may be subject to recapture by New York State.

Section 2.3 Demise of Equipment.

The Agency hereby demises and leases the Equipment to the Company and the Company hereby rents and leases the Equipment from the Agency upon the terms and conditions of this Equipment Leaseback Agreement.

Section 2.4 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 Equipment, or the acquisition or installation thereof, or in the event of a breach of warranty or other liability with respect to any materials, workmanship, or performance guaranty, the Company at its expense, either separately or in conjunction with others, may pursue any and all remedies available to it and the Agency, as appropriate, against the contractor, subcontractor, materialman or other Person so in default and against any surety for the performance of such contract. The Company, in its own name or in the name of the Agency, may prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor, materialman or surety or other person which the Company deems reasonably necessary, and in such event the Agency, at the Company's expense, hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the Agency in any such action or proceeding. The Company shall advise the Agency of any actions or proceedings taken hereunder. The Agency may but shall not be obligated to prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor, materialman or surety or other person which the Agency deems reasonably necessary, at the Company's expense.

Section 2.5 Duration of Lease Term; Quiet Enjoyment.

(a) The Agency shall deliver to the Company sole and exclusive possession of the Equipment (subject to Sections 5.3 and 7.1 hereof) and the leasehold estate created hereby shall commence on the Closing Date and the Company shall accept possession of the Equipment on the Closing Date.

(b) Except as provided in Section 7.1 hereof, the leasehold estate created hereby shall terminate at 11:59 p.m. on April 30, 2023 or on such earlier date as may be permitted by Section 8.1 hereof.

(c) The period commencing on the date described in Section 2.5(a) herein through the date described in Section 2.5(b) herein shall be herein defined as the Lease Term.

(d) Except as provided in Sections 5.3 and 7.1 hereof, the Agency shall neither take nor suffer or permit any action to prevent the Company during the Lease Term from having quiet and peaceable possession and enjoyment of the Equipment and will, at the request of the Company and at the Company's cost, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Equipment as hereinabove provided.

Section 2.6 Rents and Other Amounts Payable.

(a) The Company shall pay basic rent for the Equipment as follows: One Dollar (\$1.00) per year commencing on the Closing Date and on the First Business Day of each and every January thereafter during the term of this Equipment Leaseback Agreement.

(b) In addition to the payments of rent pursuant to Section 2.6(a) hereof, throughout the Lease Term, the Company shall pay to the Agency as additional rent, within forty-five (45) days of receipt of demand therefore, the commercially reasonable expenses of the Agency and the members thereof incurred (i) by reason of the Agency's ownership or leasing of the Equipment 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 Equipment Leaseback Agreement. The foregoing shall not be deemed to include any annual or continuing administrative or management fee beyond any initial administrative fee or fee for services rendered by the Agency.

(c) The Company, under the provisions of this Section 2.6, agrees to make the above-mentioned payments in immediately available funds and without any further notice in lawful money of the United States of America. In the event the Company shall fail to timely make any payment required in Section 2.6(a) or 2.6(b), the Company shall pay the same together with interest on such payment at a rate equal to two percent (2%) plus the prime rate as established by Bank of America, but in no event at a rate higher than the maximum lawful prevailing rate, from the date on which such payment was due until the date on which such payment is made.

Section 2.7 Obligations of Company Hereunder Unconditional. The obligations of the Company to make the payments required in Section 2.6 hereof, and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be general obligations of the Company, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it may otherwise have against the Agency or any other Person. The Company agrees it will not (i) suspend, discontinue or abate any payment required hereunder, (ii) fail to observe any of its other covenants or agreement in this Equipment Leaseback Agreement or (iii) terminate this Equipment Leaseback Agreement for any cause whatsoever except as otherwise herein provided.

Subject to the foregoing provisions, nothing contained in this Section 2.7 shall be construed to release the Agency from the performance of any of the agreements on its part contained in this Equipment Leaseback Agreement or to affect the right of the Company to seek reimbursement, and in the event the Agency should fail to perform any such agreement, the Company may institute such separate action against the Agency as the Company may deem necessary to compel performance or recover damages for non-performance, and the Agency covenants that it will not, subject to the provisions of Section 5.2 hereof, take, suffer or permit any action which will adversely affect, or create any defect in its title to the Equipment or which will otherwise adversely affect the rights or estate of the Company hereunder, except upon written consent of the Company.

Section 2.8 Special Obligation.

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

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

ARTICLE III

MAINTENANCE, MODIFICATIONS, TAXES AND INSURANCE

Section 3.1 Maintenance and Modifications of Equipment by Company.

(a) The Company shall not abandon the Equipment or cause or permit any waste to the Equipment. During the Lease Term, the Company shall not remove any part of the Equipment outside of the jurisdiction of the Agency and shall (i) keep the Equipment in as reasonably safe condition as its operation shall permit; (ii) make all necessary repairs and replacements to the Equipment (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen); and (iii) operate the Equipment in a sound and economic manner.

(b) The Company at its own expense from time to time may make any additions, modifications or improvements to the Equipment or any part thereof, provided such actions do not adversely affect the structural integrity of the Equipment. All such additions, modifications or improvements made by the Company shall become a part of the

Equipment and shall be subject to the Agency's leasehold interest; provided, however, the Company shall not be qualified for a sales and use tax exemption when making said additions, modifications or improvements except to the extent (i) the Company is acting as agent for the Agency under an agreement between the Agency and the Company that contemplates said additions, modifications or improvements or (ii) as otherwise provided by law. The Company agrees to deliver to the Agency all documents that may be necessary or appropriate to convey to the Agency a leasehold interest in such Property.

Section 3.2 Installation of Additional Equipment.

The Company from time to time may install additional machinery, equipment or other personal property in the Facility (which may be attached or affixed to the Facility), and such machinery, equipment or other personal property shall not become, or be deemed to become, a part of the Facility. The Company from time to time may 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 if any such removal results in the Facility to not constitute a "project" as such term is defined in the Act.

Section 3.3 Taxes, Assessments and Utility Charges.

(a) The Company agrees to pay, as the same become due and before any fine, penalty, interest (except interest which is payable in connection with legally permissible installment payments) or other cost may be added thereto or becomes due or be imposed by operation of law for the non-payment thereof, all taxes, assessments and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Equipment including, without limiting the generality of the foregoing, any sales or use taxes imposed with respect to the Equipment or any part or component thereof, or the rental or sale of the Equipment or any part thereof and any taxes levied upon or with respect to the income or revenues of the Agency from the Equipment.

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

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

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

Section 3.4 Insurance Required.

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

(a) Insurance against loss or damage to the Equipment 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 Equipment as determined by a recognized appraiser or insurer selected by the Company.

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

(c) Insurance protecting the Agency and the Company against loss or losses from liability imposed by law or assumed in any written contract (including the contractual liability assumed by the Company under Section 5.2 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 (combined single limit for personal injury, including bodily injury or death, and property damage), comprehensive automobile liability including all owned, non-owned and hired autos with a limit of liability of not less than \$3,000,000 (combined single limit or equivalent for personal injury, including bodily injury or death, and property damage) protecting the Agency and the Company against any loss or liability or damage for personal injury, including bodily injury or death, or property damage.

Section 3.5 Additional Provisions Respecting Insurance.

(a) All insurance required by Section 3.4 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. For all policies required by Section 3.4, if any such insurance policies are to be canceled or materially altered in such a manner that would result in non-compliance with the requirements set forth above, the Company shall provide for at least thirty (30) days prior written notice of such cancellation or material change. The policy evidencing the insurance required by Section 3.4(c) hereof shall name the Agency as additional insured. The policies under Section 3.4(a) shall contain appropriate waivers of subrogation.

(b) All policies or certificates (or binders) of insurance required by Section 3.4 hereof shall be submitted to the Agency on or before the Closing Date. The Company shall deliver to the Agency 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 3.4 hereof and complying with the additional requirements of Section 3.5(a) hereof. As close as possible to the expiration of each such policy, the Company shall furnish the Agency with evidence that such policy has been renewed or replaced or is no longer required by this Equipment Leaseback Agreement. The Company shall provide such further information with respect to the insurance coverage required by this Equipment Leaseback Agreement as the Agency may from time to time reasonably require.

Section 3.6 Application of Proceeds of Insurance. The proceeds of the insurance carried pursuant to the provisions of Section 3.4 hereof shall be applied as follows: (i) the proceeds of the insurance required by Sections 3.4(a) and (e) hereof shall be applied as provided in Section 4.1 hereof, and (ii) the proceeds of the insurance required by Sections 3.4(b) and (c) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 3.7 Right of Agency to Pay Taxes, Insurance Premiums and Other Charges.

If the Company fails (i) to pay any tax, together with any fine, penalty, interest or cost which may have been added thereto or become due or been imposed by operation of law for nonpayment thereof or other governmental charges required to be paid by Section 3.3 hereof, (ii) to maintain any insurance required to be maintained by Section 3.4 hereof, (iii) to pay any amount required to be paid by any law or ordinance relating to the use of the Equipment or by any requirement, order or notice of violation thereof issued by any governmental person, or (iv) to pay any other amount or perform any act hereunder required to be paid or performed by the Company hereunder, the Agency may but shall not be obligated to pay or cause to be paid such tax, 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 forty-five (45) days shall have elapsed since notice shall have been given by the Agency to the Company, and no such payment shall be made in any event if the Company is contesting the same in good faith to the extent and as permitted by this Equipment Leaseback Agreement unless an Event of Default hereunder shall have occurred and be continuing. Notwithstanding the provisions of this Section 3.7, if, because of the Company's failure to make payments as described in this Section 3.7, either the Agency, or any of its respective members, directors, officers, agents (except the Company), or employees, shall be threatened with a fine, liability, expense or imprisonment, then the Agency may immediately make payment on behalf of the Company in avoidance thereof. No such payment by the Agency shall affect or impair any rights of the Agency hereunder arising in consequence of such failure by the Company. The Company shall, upon reasonable request, reimburse the Agency for any amount so paid or for reasonable 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 one percent above the prime rate as established by Bank of America, but in no event more than to the extent permitted by law.

ARTICLE IV

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 4.1 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 or restore the Facility; and

(ii) there shall be no abatement or reduction in the amounts payable by the Company under this Equipment Leaseback Agreement (whether or not the Facility is replaced, repaired, rebuilt or restored); and

(iii) upon the occurrence of such damage or destruction, the proceeds derived from the insurance shall be paid to the Company, except as otherwise provided in subsection (d) hereof.

(b) Any replacements, repairs, rebuilding or restorations of the Facility by the Company after the occurrence of such damages or destruction shall be subject to the following conditions:

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

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

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

(d) If the Company shall exercise its option to terminate this Equipment Leaseback Agreement pursuant to Section 8.1 hereof such proceeds shall be applied to the payment of the amounts required to be paid by Section 8.2 hereof. If an Event of Default hereunder shall have occurred and the Agency shall have exercised its remedies under Section 7.2 hereof such proceeds shall be applied to the payment of the amounts required to be paid by Section 7.2 and Section 7.4 hereof.

Section 4.2 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 and/or restore the Facility or acquire, by construction or otherwise, facilities of substantially the same nature as the Facility ("Substitute Facilities"); and

(ii) there shall be no abatement or reduction in the amounts payable by the Company under this Equipment Leaseback 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 proceeds derived therefrom shall be paid to the Company except as otherwise provided subsection (d) hereof.

(b) Any replacements, repairs, rebuilding or restorations of the Facility by the Company after the occurrence of such Condemnation or acquisitions by the Company of Substitute Facilities shall be subject to the following conditions:

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

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

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

(d) If the Company shall exercise its option to terminate this Equipment Leaseback Agreement pursuant to Section 8.1 hereof such proceeds shall be applied to the payment of the amounts required to be paid by Section 8.2 hereof. If any Event of Default hereunder shall have occurred and the Agency shall have exercised its remedies under Section 7.2 hereof such proceeds shall be applied to the payment of the amounts required to be paid by Section 7.2 and Section 7.4 hereof.

ARTICLE V

SPECIAL COVENANTS

Section 5.1 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 EQUIPMENT OR THAT IT IS OR WILL BE SUITABLE FOR THE COMPANY'S PURPOSES OR NEEDS.

Section 5.2 Hold Harmless Provisions.

(a) The Company agrees that the Agency, its directors, members, officers, agents (except the Company) and employees shall not be liable for and agree to defend, indemnify, release and hold the Agency, its directors, members, officers, agents (except the Company) and employees harmless from and against any and all (i) liability,

arising during the Lease Term, 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, arising during the Lease Term, 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 at the Facility during the Lease Term excluding any liability related to any Hazardous Substance or Release, or Disposal or the threat of a Release or Disposal of any Hazardous Substance or waste that existed as of August 1, 2019, or (ii) subject to the same limitations in 5.2(a)(i), liability arising from or expense incurred by the Agency's , equipping of the Facility and leasing of the Equipment including without limiting the generality of the foregoing, all claims arising from the breach by the Company of any of its covenants contained herein, and all causes of action and reasonable 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. The defense and indemnities provided for in this Section 5.2 shall apply whether or not the claim, liability, cause of action or expense is caused or alleged to be caused, in whole or in part, by the activities, acts, fault or negligence of the Agency, its members, officers, employees and agents, anyone under the direction and control of any of them, or anyone for whose acts or omissions the Agency or any of them may be liable, and whether or not based upon the breach of a statutory duty or obligation or any theory or rule of comparative or apportioned liability, subject only to any specific prohibition relating to the scope of indemnities imposed by law.

(b) Notwithstanding any other provisions of this Equipment Leaseback Agreement, the obligations of the Company pursuant to this Section 5.2 shall remain in full force and effect after the termination of this Equipment Leaseback Agreement until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters herein described may be brought and payment in full or the satisfaction of such claim, cause of action or prosecution relating to the matters herein described and the payment of all expenses and charges incurred by the Agency, or its respective members, directors, officers, agents and employees, relating to the enforcement of the provisions herein specified.

(c) In the event of any claim against the Agency or its members, directors, officers, agents or employees by any employee or contractor of the Company or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligation of the Company hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, disability benefits or other employee benefit acts.

Section 5.3 Right to Inspect Equipment.

The Agency and the duly authorized agents of the Agency shall have the right at all commercially reasonable times and upon reasonable notice to the Company and in compliance with the Company's security clearance requirements to inspect the Equipment. The Agency shall honor and comply with any restricted access policy of the Company relating to the Facility.

Section 5.4 Company to Maintain Its Existence.

The Company agrees that during the Lease Term it will maintain its existence, will not dissolve, liquidate or otherwise dispose of substantially all of its assets and will not 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 this Equipment Leaseback Agreement.

Section 5.5 Qualification in State.

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

Section 5.6 Agreement to File Annual Statements and Provide Information.

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

Section 5.7 Books of Record and Account; Financial Statements.

The Company at all times agrees to maintain proper accounts, records and books in which full and correct entries shall be made, in accordance with generally accepted accounting principles, of all transactions and events relating to the business and affairs of the Company.

Section 5.8 Compliance With Orders, Ordinances, Etc.

(a) The Company, throughout the Lease Term, agrees that it will promptly 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 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.

(b) (1) The Company shall acquire, install, operate and manage the Facility, in accordance with all applicable Environmental Laws and Environmental Permits (as such terms are defined in the Environmental Compliance and Indemnification Agreement), and shall cause all operators and lessees of the Facility to use, operate and manage the Facility in accordance with any applicable Environmental Laws and Environmental Permits, and shall not cause, allow or permit the Facility or any part thereof to be operated or used for the storage, treatment, generation, transportation, processing, handling, production, management or disposal of any Hazardous Substances other than in accordance with all applicable Environmental Laws and Environmental Permits.

(2) The Company shall obtain and comply with, and shall cause all contractors, subcontractors, operators, lessees, licensees and users of the Facility to obtain and comply with, all Environmental Permits.

(3) The Company, throughout the Lease Term, shall not cause or permit any change to be made in the present or intended acquisition, installation, use or operation of the Facility which would (i) involve the storage, treatment, generation, transportation, processing, handling, management, production or disposal of any Hazardous Substance other than in accordance with any applicable Environmental Law, or the construction, equipping, use or operation of the Facility as a landfill or waste management or disposal site or for manufacturing or industrial purposes or for the storage of petroleum or petroleum based products other than in accordance with any applicable Environmental Law, (ii) violate any applicable Environmental Laws, or (iii) constitute a violation or non-compliance with any Environmental Permit.

(4) The Company shall promptly provide the Agency with a copy of all notifications which the Company gives or receives with respect to environmental conditions at or in the vicinity of the Facility, any past or present Release or the threat of a Release of any Hazardous Substance (as such terms are defined in the Company Environmental Compliance and Indemnification Agreement) on, at or from the Facility or any property adjacent to or within the immediate vicinity of the Facility. If the Company receives or becomes aware of any such notification that is not in writing or otherwise capable of being copied, the Company shall promptly advise the Agency of such verbal, telephonic or electronic notification and confirm such notice in writing.

(5) The Company shall undertake and complete all investigations, studies, sampling and testing and all removal or remedial actions necessary to contain, remove and clean up all Hazardous Substances that are or may become present at the Facility during the Lease Term, excluding any Hazardous Substance or Release, or Disposal or the threat of a Release or Disposal of any Hazardous Substance or waste that existed as of August 1, 2019, and are required to be removed and/or remediated in accordance with all applicable Environmental Laws and all Environmental Permits.

(6) If at any time the Agency obtains any notice or information that the Company or the Facility or the acquisition, installation, use or operation of the Facility may be in violation of an Environmental Law or in non-compliance with any Environmental Permit or standard, then (i) the Company shall allow the Agency, its officers, members, employees, agents, representatives, contractors and subcontractors commercially reasonable access to the Facility in accordance with the Company's security clearance requirements during regular business hours of the Company for the purposes of ascertaining the environmental conditions at, on or in the Facility, and (ii) the Agency may require that a full or supplemental environmental inspection and audit report with respect to the Facility of a scope and level of detail reasonably satisfactory to the Agency be prepared by a professional environmental engineer or other qualified environmental scientist acceptable to the Agency, at the Company's sole cost and expense. Said audit may, but is not required to or limited to, include a physical inspection of the Facility, a records search, a visual inspection of any property adjacent to or within the immediate vicinity of the Facility, personnel interviews, review of all Environmental Permits and the conduct of a scientific testing. If necessary to determine whether a violation of an Environmental Law exists, such inspection shall also include subsurface testing for the presence of Hazardous Substances in the soil, subsoil, bedrock, surface water and/or groundwater. If said audit report indicates

the presence of any Hazardous Substance or a Release or Disposal (as such terms are defined in the AMS Environmental Compliance and Indemnification Agreement) or the threat of a Release or Disposal of any Hazardous Substance on, at or from the Facility during the Lease Term, excluding any Hazardous Substance or Release, or Disposal or the threat of a Release or Disposal of any Hazardous Substance or waste that existed as of August 1, 2019, the Company shall promptly undertake and diligently pursue to completion all necessary, appropriate investigative, containment, removal, cleanup 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.

(7) For purposes of this Section, "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Superfund Amendments and Reauthorization Act of 1986 (Pub.L. No. 99-499, 100 stat. 1613 (1986), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule, or regulation.

(8) The provisions of this Section shall be in addition to any and all other obligations and liabilities the Company may have to the Agency at common law or otherwise, and shall survive the transactions contemplated herein.

(c) Excluding any Hazardous Substance or Release, or Disposal or the threat of a Release or Disposal of any Hazardous Substance or waste that existed as of August 1, 2019, the Company hereby covenants and agrees, at its sole cost and expense, to indemnify, protect, defend, save and hold harmless the Agency, its officers, directors, members, employees, agents and representatives acting in their official capacity, from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements or expenses (including, without limitation, reasonable attorneys' and experts' fees, reasonable 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 the Company), representatives, contractors and subcontractors relating to, resulting from or arising out of, during the Lease Term, (i) the environmental conditions at, on or in the Facility, (ii) the 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 the commercial storage of petroleum or petroleum based products, (iii) the presence of any Hazardous Substance or a Release or Disposal or the threat of a Release or Disposal of any Hazardous Substance or waste on, at or from the Facility, (iv) the failure to promptly undertake and diligently pursue to completion all necessary, appropriate and legally authorized investigative, containment, removal, cleanup 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, use, operation, conveyance or operation thereof in violation of

any Environmental Law, (vi) a violation of any applicable Environmental Law, (vii) non-compliance with any Environmental Permit or (viii) a material misrepresentation or inaccuracy in any representation or warranty or a material breach of or failure to perform any covenant made by the Company in the Environmental Compliance and Indemnification Agreement (collectively, the "Indemnified Matters").

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

(e) Notwithstanding the provisions of this Section 5.8, if, because of a breach or violation of the provisions of subsections (a), (b) or (c) hereof (without giving effect to subsection (d) hereof), the Agency or any of its members, directors, officers, agents, or employees, shall be threatened with a fine, liability, expense or imprisonment, then, upon notice from the Agency, the Company shall immediately provide legal protection and/or pay amounts necessary in the opinion of the Agency and its members, directors, officers, agents and employees deem sufficient, to the extent permitted by applicable law, to remove the threat of such fine, liability, expense or imprisonment.

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

Section 5.9 Discharge of Liens and Encumbrances.

(a) The Company, throughout the Lease Term, shall not permit or create or suffer to be permitted or created any Lien, except for Permitted Encumbrances, upon the Equipment 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 Equipment or any part thereof.

(b) Notwithstanding the provisions of subsection (a) hereof, the Company may in good faith contest any such Lien. In such event, the Company may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom.

Section 5.10 Depreciation Deductions and Investment Tax Credit.

The parties agree that, as between them, the Company shall be entitled to all depreciation deductions with respect to any depreciable property comprising a part of the Equipment and to any investment credit with respect to any part of the Equipment.

Section 5.11 Employment Opportunities, Notice of Jobs.

The Company covenants and agrees that, in consideration of the participation of the Agency in the transactions contemplated herein, it will, except as otherwise provided by collective bargaining contracts or agreements to which it is a party, cause any new employment opportunities created in connection with the Equipment to be listed with the New York State Department of Labor, Community Services Division and with the administrative entity of the service delivery area created pursuant to the Job Training Partnership Act (PL 97-300) in which the Facility is located (collectively the "Referral Agencies"). The Company also agrees that it will, except as otherwise provided by collective bargaining contracts or agreements to which it is a party, 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 5.12 Limitation of Liability of the Agency.

The liability of the Agency to the Company under this Equipment Leaseback Agreement shall be enforceable only out of the Agency's interest under this Equipment Leaseback 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 VI

REMOVAL OF EQUIPMENT; ASSIGNMENTS AND SUBLEASING

Section 6.1 Restriction on Sale of Equipment. The Agency shall not sell, convey, transfer, encumber or otherwise dispose of the Equipment or any part thereof or any of its rights under this Equipment Leaseback Agreement, without the prior written consent of the Company.

Section 6.2 Removal of Equipment.

(a) The Agency shall not be under any obligation to remove, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary item of Equipment. In any instance where the Company determines that any item of Equipment has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such items and may sell, trade-in, exchange or otherwise dispose of the same, as a whole or in part, provided that such removal will not change the nature of the Facility so that it does not constitute a "project" under the Act.

(b) The Agency shall execute and deliver to the Company all instruments necessary or appropriate to enable the Company to sell or otherwise dispose of any such

item of Equipment. The Company shall pay any costs (including counsel fees) incurred in transferring title to any item of Equipment removed pursuant to this Section 6.2.

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

Section 6.3 Assignment and Subleasing.

(a) This Equipment Leaseback Agreement may not be assigned, in whole or in part, and the Equipment may not be subleased, in whole or in part, without the prior written consent of the Agency in each instance. A transfer in excess of 50% of the equity voting interests of the Company 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 the Company from primary liability for any of its obligations hereunder;

(ii) the assignee or Company shall assume the obligations of the Company hereunder to the extent of the interest assigned or subleased unless the Company expressly agrees to continue to be liable for such obligations in an agreement between the Company and the assignee or sublessee;

(iii) the Company shall, within thirty (30) 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 Equipment Leaseback Agreement shall be adversely affected thereby; and

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

(b) If the Agency shall so request, as of the purported effective date of any assignment or sublease pursuant to subsection (a) of this Section 6.3, the Company at its cost shall furnish the Agency, with an opinion, in form and substance satisfactory to the Agency, (i) of Transaction Counsel as to item (v) above, and (ii) of Independent Counsel as to item (iv) above.

(c) Notwithstanding the foregoing, no consent from the Agency shall be required if an assignment of this Agreement is made by the Company to the Company's parent, any direct or indirect subsidiary or affiliate of the Company, or a successor to the Company by way of merger, consolidation, corporate reorganization, or the purchase of all or substantially all of the Company's assets.

Section 6.4 Intentionally Omitted.

Section 6.5 Merger of Agency.

(a) Nothing contained in this Equipment Leaseback Agreement shall prevent the consolidation of the Agency with, or merger of the Agency into, or transfer of title to the Equipment to any other public benefit corporation or political subdivision which has the legal authority to own and lease the Equipment, provided that upon any such consolidation, merger or transfer, the due and punctual performance and observance of all the agreements and conditions of this Equipment Leaseback 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 Equipment shall be transferred.

(b) At least thirty (30) days prior to the consummation of any such consolidation, merger or transfer of title, the Agency shall give notice thereof in reasonable detail to the Company and shall furnish to the Company, at the sole cost and expense of the Company, a favorable opinion of Independent Counsel as to compliance with the provisions of Section 6.5(a) hereof. The Agency promptly shall furnish such additional information with respect to any such transaction as the Company may reasonably request.

(c) The Company may exercise its right to terminate early this Equipment Leaseback Agreement pursuant to the provisions of Section 8.1 hereof upon notice of the consolidation of the Agency with, or merger of the Agency into, or transfer of title to the Equipment to any other public benefit corporation or political subdivision.

ARTICLE VII

EVENTS OF DEFAULTS AND REMEDIES

Section 7.1 Events of Default Defined.

(a) The following shall be "Events of Default" under this Equipment Leaseback Agreement:

(i) the failure by the Company to pay or cause to be paid on the date due, the amount specified to be paid pursuant to Section 2.6(a) and (b) hereof and upon failure to cure such default within thirty (30) days of receipt of notice as herein provided;

(ii) the failure by the Company to observe and perform any covenant contained in Section 6.3 hereof;

(iii) any representation or warranty of the Company herein or in any of the Company's Documents shall prove to have been false or misleading in any material respect;

(iv) the failure by the Company to observe and perform any covenant, condition or agreement hereunder on its part to be observed or performed (except obligations referred to in 7.1(a)(i), (ii), and (iii)) for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, given to the Company by the Agency;

(v) the failure by the Company generally to pay its debts as they become due; or an assignment by the Company for the benefit of creditors; the commencement by the Company (as the debtor) of a case in Bankruptcy or any proceeding under any other insolvency law; or the commencement of a case in Bankruptcy or any proceeding under any other insolvency law against the Company (as the debtor) and a court having jurisdiction in the premises enters a decree or order for relief against the Company as the debtor in such case or proceeding, or such case or proceeding is consented to by the Company or remains undismitted for forty (40) days, or the Company consents to or admits the material allegations against it in any such case or proceeding; or a trustee, receiver or agent (however named) is appointed or authorized to take charge of substantially all of the property of the Company for the purpose of enforcing a lien against such Property or for the purpose of general administration of such Property for the benefit of creditors;

(vi) a breach of any covenant or representation contained in Section 5.8 hereof with respect to environmental matters; or

(vii) failure to maintain insurance as provided for in Section 3.4 and Section 3.5 herein.

(b) Notwithstanding the provisions of Section 7.1(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 2.2 and 3.1 of this Equipment Leaseback 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 Equipment Leaseback Agreement of the party giving such notice (and only such obligations), so far as they are affected by such force majeure, shall be suspended during continuance of the inability, which shall include a reasonable time for the removal of the effect thereof. The term "force majeure" as used herein shall include, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, acts, priorities or orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, governmental subdivisions, or officials, any civil or military authority, insurrections, riots, epidemics, pandemics, 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 7.2 Remedies on Default.

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

(i) declare, by written notice to the Company, to be immediately due and payable, whereupon the same shall become immediately due and payable: (A) all unpaid installments of rent payable pursuant to Section 2.6(a) and (b) hereof and (B) all other payments due under this Equipment Leaseback Agreement; provided, however, that if an Event of Default specified in Section 7.1(a)(v) hereof shall have occurred, such installments of rent and other payments due under this Equipment Leaseback Agreement shall become immediately due and payable without notice to the Company or the taking of any other action by the Agency;

(ii) terminate the Equipment Lease Agreement and this Equipment Leaseback Agreement. The Agency shall have the right to execute an appropriate termination of Equipment Leaseback Agreement, at the expense of the Company, and in such event the Company waives delivery and acceptance of such termination of Equipment Leaseback Agreement. The Company does hereby appoint the Agency as its true and lawful agent to execute such instruments and documents as may be necessary and appropriate to effectuate such termination as aforesaid. Such appointment of the Agency as the agent of the Company shall be deemed to be an agency coupled with an interest and such appointment shall be irrevocable;

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

(b) No action taken pursuant to this Section 7.2 shall relieve the Company from its obligation to make all payments required hereunder.

Section 7.3 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 Equipment Leaseback Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agency to exercise any remedy reserved to it in this Article VII, it shall not be necessary to give any notice, other than such notice as may be herein expressly required in this Equipment Leaseback Agreement.

Section 7.4 Agreement to Pay Attorneys' Fees and Expenses.

In the event the Company should default under any of the provisions of this Equipment Leaseback Agreement and the Agency should employ attorneys or incur other expenses for the collection of amounts payable hereunder or the enforcement of performance or observance of any obligations or agreements on the part of the Company

herein contained, the Company shall, upon reasonable request therefor, pay to the Agency the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.5 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 7.6 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 May 1, 2020 (the "Jobs Creation Agreement") by the Company and the Company for the benefit of the Agency, which is incorporated herein by reference.

ARTICLE VIII

EARLY TERMINATION OF EQUIPMENT LEASEBACK AGREEMENT;
OPTION IN FAVOR OF COMPANY

Section 8.1 Early Termination of Equipment Leaseback Agreement.

(a) The Company shall have the option to terminate this Equipment Leaseback Agreement at any time upon filing with the Agency a certificate signed by an Authorized Representative of the Company stating the Company's intention to do so pursuant to this Section and the date upon which such payments required by Section 8.2 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 8.2 hereof.

(b) The Agency shall have the option at any time to terminate this Equipment Leaseback Agreement and to demand immediate payment in full of the rental reserved and unpaid as described in Section 2.6 hereof upon written notice to the Company of the occurrence of an Event of Default hereunder.

Section 8.2 Conditions to Early Termination of Equipment Leaseback Agreement. In the event the Company exercises its option to terminate this Equipment Leaseback Agreement in accordance with the provisions of Section 8.1 hereof, the Company shall pay to the Agency an amount certified by the Agency sufficient to pay all reasonable unpaid fees and expenses of the Agency incurred under the Agency Documents.

Section 8.3 Termination of Leasehold Interest In Equipment. Upon termination or expiration of the Lease Term, in accordance with Sections 2.5 or 8.1 hereof, the Agency's leasehold interest in the Equipment will terminate automatically and without further notice to either party, subject only to the following: (A) any Liens to which title to such Equipment was subject when the leasehold interest was conveyed to the Agency, (B) any Liens created at the request of the Company, to the creation of which the Company consented or in the creation of which the Company acquiesced, (C) any Permitted Encumbrances and (D) any Liens resulting from the failure of the Company to perform or

observe any of the agreements on its part contained in this Equipment Leaseback Agreement or arising out of an Event of Default hereunder. Upon the termination of the Agency's leasehold interest pursuant to this Article VIII, all Agency Documents shall terminate.

Section 8.4 Conveyance on Termination.

Upon termination pursuant to Section 8.3 hereof, the Agency shall deliver to the Company all necessary documents to release and convey to the Company all of the Agency's rights and interest in and to any rights of action or any proceeds of insurance or Condemnation awards with respect to the Equipment (but not including any Unassigned Rights).

ARTICLE IX

MISCELLANEOUS

Section 9.1 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 or the Company, as the case may be, addressed as follows:

To the Agency:	Oneida County Industrial Development Agency 584 Phoenix Drive Rome, New York 13441 Attn.: Chairman
With a Copy To:	Bond, Schoeneck & King, PLLC 501 Main Street Utica, New York 13501 Attn.: Linda E. Romano, Esq.
To the Company:	Booz Allen Hamilton Inc. 8283 Greensboro Drive McLean, VA 22102 Attn.: Teresa J. Lynch, Senior Associate, Tax Department
With a Copy To:	Booz Allen Hamilton Inc. 8283 Greensboro Drive McLean, VA 22102 Attn.: Jessica Bissey, Esq., Associate General Counsel

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

Section 9.2 Binding Effect.

This Equipment Leaseback Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

Section 9.3 Severability.

In the event any provision of this Equipment Leaseback 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 9.4 Amendments, Changes and Modifications.

This Equipment Leaseback Agreement may not be amended, changed, modified, altered or terminated except in a writing executed by the parties hereto.

Section 9.5 Execution of Counterparts.

This Equipment Leaseback 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 9.6 Applicable Law.

This Equipment Leaseback Agreement shall be governed exclusively by the applicable laws of the State without regard or reference to its conflict of laws principles.

Section 9.7 Survival of Obligations.

All indemnities provided by the Company hereunder shall survive the termination or expiration of this Equipment Leaseback Agreement.

Section 9.8 Table of Contents and Section Headings not Controlling.

The Table of Contents and the headings of the several Sections in this Equipment Leaseback 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 Equipment Leaseback Agreement.

Section 9.9 No Broker.

Agency and Company represent and warrant to the other that neither Agency nor Company has dealt with any broker or finder entitled to any commission, fee, or other compensation by reason of the execution of this Equipment Leaseback Agreement, and each party agrees to indemnify and hold the other harmless from any charge, liability or expense (including attorneys' fees) the other may suffer, sustain, or incur with respect to any claim for a commission, fee or other compensation by a broker or finder claiming by, through or under the other party.

Section 9.10 Definitions.

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

Section 9.11 Non-Merger.


During the term of this Equipment Leaseback Agreement, there shall be no merger of this Equipment Leaseback Agreement nor of the leasehold estate created by this Equipment Leaseback Agreement with the fee estate or leasehold interest in the Facility or any part thereof by reason of the fact that the same person, firm, corporation or other entity may acquire or own or hold, directly or indirectly, (1) this Equipment Leaseback Agreement or the leasehold estate created by this Equipment Leaseback Agreement or any interest in this Equipment Leaseback Agreement or in any such leasehold estate and (2) the fee estate or leasehold interest in the Existing Improvements or the Facility or any part thereof or any interest in such fee estate or leasehold interest, and no such merger shall occur unless and until all corporations, firms and other entities including any mortgagee having any interest in (x) this Equipment Leaseback Agreement or the leasehold estate created by this Equipment Leaseback Agreement and (y) the fee estate or leasehold interest in the Facility or any part thereof or any interest in such fee estate or leasehold interest, shall join in a written instrument effecting such merger.

IN WITNESS WHEREOF, the Company and the Agency have caused this **Equipment Leaseback Agreement** to be executed in their respective names, all as of the date first above written.

[signature pages follow]

FIRST SIGNATURE PAGE TO EQUIPMENT LEASEBACK AGREEMENT
(ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY TO BOOZ ALLEN HAMILTON
INC.)

BOOZ ALLEN HAMILTON INC.

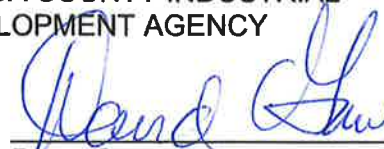
By: 

Laura S. Adams
Vice President, Corporate Controller
and Chief Accounting Officer

SECOND SIGNATURE PAGE TO EQUIPMENT LEASEBACK AGREEMENT
(ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY TO BOOZ ALLEN HAMILTON
INC.)

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By:



David C. Grow
Chairman

EXHIBIT A

EQUIPMENT

All Equipment purchased by Booz Allen Hamilton Inc., as agent of the Agency, pursuant to the Equipment Leaseback Agreement dated as of May 1, 2020 between the Agency and the Company for use at the Booz Allen Hamilton Inc. Facility located in the City of Rome, Oneida County, New York.

All articles of personal property and all appurtenances of the Company now or hereafter attached to, contained in or used in connection with the Project Facility or placed on any part thereof, though not attached thereto, including, but not limited to, all equipment, machinery, pipes, screens, fixtures, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, drapes, blinds and accessories, call systems, security systems, stoves, ranges, refrigerators, rugs, movable partitions, cleaning equipment, maintenance equipment, shelving, signs, waste containers and other fire prevention and extinguishing apparatus and materials and furniture; and together with any and all products of any of the above, all substitutions, replacements, additions or accessions therefor, and any and all cash proceeds or non-cash proceeds realized from the sale, transfer or conversion of any of the above.

The space will include private offices, open workstations, reception, conference and collaborations areas, a mother's room, pantry and storage areas, and two server rooms to support the space. Based on the base building requirements, the entire space will have raised access flooring. To support the spaces previously mentioned, the project will include the procurement and installation of furniture throughout and AV equipment in the conference and collaboration areas. The space will also include a full Booz Allen network and cabling, as well as Booz Allen security systems.

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 Equipment Lease Agreement, the Equipment Leaseback Agreement, the Environmental Compliance and Indemnification Agreement.

"Authorized Representative" means, in the case of the Agency, the Chairman, Vice Chairman, Secretary, Assistant Secretary or Executive Director of the Agency; in the case of the Company, Teresa Lynch, Senior Associate, Tax Department, or any similarly situated Company employee or Jessica Bissey, Associate General Counsel, Legal Department, or any similarly situated Company employee; and in the case of all, such additional persons as, at the time, are designated to act on behalf of the Agency or the Company, as the case may be, by written certificate furnished to the Agency or the Company, as the case may be, containing the specimen signature of each such person and signed on behalf of (i) the Agency by the Chairman, Vice Chairman, Secretary, Assistant Secretary or Executive Director of the Agency; (ii) the Company by its officers or (iii) the Company by its officers.

"Authorizing Resolution" means the resolution adopted by the Agency on the 16th day of August 2019 authorizing the execution and delivery of the Agency Documents, as such resolution may be further amended and supplemented from time to time.

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

"Closing Date" means the date of delivery of the Equipment Leaseback Agreement.

"Company" means Booz Allen Hamilton Inc., a Delaware corporation, and its successors and assigns.

"Company Documents" means the Equipment Lease Agreement, the Equipment Leaseback Agreement, the Environmental Compliance and Indemnification Agreement, and the Job Creation Agreement.

"Completion Date" means the date of completion of the Facility.

"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 construction, renovation and equipping of the Facility, which date shall not be prior to June 27, 2019, 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 May 1, 2020 between the Company and the Agency as the same may be amended from time to time.

"Equipment" means all machinery, equipment, furnishings, fixtures, apparatus, building materials and other tangible personal property in the Improvements purchased and installed by the Company, used and to be used in connection with the Facility as described in Exhibit B to the Leaseback Agreement.

"Equipment Lease Agreement" means the Equipment Lease Agreement, dated as of May 1, 2020, by and between the Company, as lessor and the Agency, as lessee, as the same may be amended from time to time.

"Equipment Leaseback Agreement" means the Equipment Leaseback Agreement, dated as of May 1, 2020, by and between the Agency, as lessor and the Company, as lessee, 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 7.1 of the Leaseback Agreement.

"Existing Improvements" means the 32,110± square foot building situated on the Land.

"Facility" means the Improvements and the Equipment, leased to the Company under the Equipment Leaseback 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 the buildout of the first floor, comprised of 14,000± square feet, of the Existing Improvements, situated on the Land.

"Independent Counsel" means an attorney or attorneys or firm or firms of attorneys duly admitted to practice law before the highest court of any state of the United

States of America or in the District of Columbia and not a full time employee of the Agency or the Company.

"Jobs Creation Agreement" means the Jobs Creation and Recapture Agreement dated as of May 1, 2020 by the Company for the benefit of the Agency, as the same may be amended from time to time.

"Land" means the property situated on a 5.00± acre parcel of land located at 99 Otis Street, Griffiss Business and Technology Park, City of Rome, Oneida County, New York, leased by the Agency to the Landlord pursuant to the Lease Agreement.

"Lease Agreement" means the Lease Agreement dated as of November 20, 2018 by and between the Agency, as lessor, and the Landlord, as lessee, with respect to the Land, as the same may be amended from time to time.

"Lien" means any interest in Property securing an obligation owed to a Person whether such interest is based on the common law, statute or contract, and including but not limited to, the security interest arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" includes reservation, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, leases and other similar title exceptions and encumbrances, including but not limited to mechanics', materialman's, warehousemen's, carriers' and other similar encumbrances, affecting real property. For the purposes of this definition, a Person shall be deemed to be the owner of any Property which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person for security purposes.

"Permitted Encumbrances" means (i) the Leaseback Agreement, (ii) utility, access and other easements and rights-of-way, restrictions and exceptions that do not materially impair the utility or the value of the Property affected thereby for the purposes for which it is intended, (iii) mechanics', materialmen's, warehousemen's, carriers' and other similar Liens which are approved in writing by the Agency or its Counsel, and (v) Liens for taxes not yet delinquent.

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

"Project Services" means all services necessary for the constructing, reconstructing, improving, maintaining, equipping and furnishing of the Facility.

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

"Public Purposes" shall mean the State's objective to create industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and to empower such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and sell land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research,

commercial, recreation or industrial facilities, including industrial pollution control facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve their standard of living.

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

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

"State" means the State of New York.

"Sublease Agreement" means the sublease agreement between 99 Otis Street, LLC and Booz Allen Hamilton Inc.

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

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

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

"Unassigned Rights" means the rights of the Agency and moneys payable pursuant to and under Sections 2.6(a) and (b), 3.4, 3.7, 5.2, 5.8, 7.2(a), 7.4 and 8.2 of the Equipment Leaseback Agreement.